

DECLARATION OF CONDOMINIUM
FOR
GOLFSIDE VILLAGE, A CONDOMINIUM

LEE COUNTY, FLORIDA

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MADE, this 13th day of July, 1987, by Florida Gulf Investment, Inc., a Florida corporation, as owner of the real property hereinafter described, and developer of the improvements thereon (hereinafter called the "Developer"), for itself, its successors, grantees, assignees and/or their transferees.

WHEREAS, said Developer, as owner, makes the following declaration:

1. PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use.

1.1 The name by which this condominium is to be identified is **Golfside Village**, a condominium.

1.2 The address of this condominium is **Golfside Village Drive, Lehigh Acres, Florida 33936**.

1.3 The land and improvements submitted to the condominium form of ownership by this Declaration constitute the initial phase of a phase development which will consist of three phases containing residential units.

The legal descriptions for Phases II and III are attached hereto in Exhibit "A3". A plot plan showing the location of all phases is attached hereto as Exhibit "B5". The estimated latest date of completion of the phases and recreational facilities contained within the condominium project are as follows:

Phase

Estimated Date of Completion

I
II
III

December 31, 1987
April 15, 1988
December 31, 1989

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1.4 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership as Phase I, are those certain lands lying in Lee County, Florida, as described in Exhibit "A1" attached hereto and made a part hereof, which shall hereinafter be referred to as "the land". Said land shall be subject to conditions, restrictions, limitations, easements and reservations of record.

1.5 All provisions of the Declaration shall be construed to be perpetual covenants running with the land and with every part thereof and interest therein, and every condominium parcel owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits shall run with each condominium parcel as herein defined.

1.6 Golfside Village, a condominium will be created and Units will be sold in fee simple interests. Time share estates shall not be created with respect to any Units.

2. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws and the Rules and Regulations of GOLFSIDE VILLAGE CONDOMINIUM Declaration

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ASSOCIATION OF LEHIGH ACRES, INC., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

2.1 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

2.2 Association means the corporate entity responsible for the operation of a condominium.

2.3 Board of Administration means the board of directors or other representative body responsible for administration of the association.

2.4 By-Laws means the by-laws of the association existing from time to time.

2.5 Common Elements includes within its meaning the follows:

2.5.1 The condominium property which is not included within the units.

2.5.2 Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

2.5.3 An easement of support in every portion of a unit which contributes to the support of a building.

2.5.4 The property and installations required for the furnishing of utilities and other services to more than one (1) unit or to the common elements.

2.6 Common Expenses means all expenses and assessments properly incurred by the Association for the condominium.

2.7 Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the common expenses.

2.8 Condominium means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is

comprised of units that may be owned by one (1) or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

2.9 Condominium Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

2.10 Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.11 Declaration or declaration of condominium means the instrument or instruments by which the condominium is created, as they are from time to time amended.

2.12 Developer means the entity which creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee or a unit owner who has acquired his unit for his own occupancy. The Developer of this condominium is Florida Gulf Investments, Inc., a Florida corporation.

2.13 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agencies, the Developer or other mortgagee which shall be acceptable to and approved by the Board of Directors of the Association.

2.14 Limited Common Elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified in the declaration of condominium.

2.15 Operation or "operation of the condominium" includes the administration and management of the condominium property.

2.16 Unit means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land or land and improvements together, as specified in the declaration of condominium.

2.17 Unit Owner or "owner of a unit" means the owner of a condominium parcel.

2.18 Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and all exhibits attached thereto, shall include; but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.

3. DEVELOPMENT PLANS

3.1 Improvements

3.1.1 Annexed hereto and made a part hereof are the survey (Exhibit "B1"), site or plot plan, including unit identification numbers, (Exhibit "B2"), elevations (Exhibit "B3") and typical unit plans, including dimensions (Exhibit "B4"). The legends and notes contained therein are incorporated herein and made a part hereof by reference.

3.1.2 Where more than one (1) typical unit has been acquired by the same owner and combined into a single dwelling place, the unit plans as described in Exhibit "B4" may not reflect the interior plans of the combined units, but the exterior boundaries of the combined unit remain the same. Should any units be combined, combined units shall exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all exhibits attached hereto.

3.2 Plot Plan

A survey and plot plan of the lands comprising the condominium and locating the improvements constructed thereon or to be constructed thereon, are attached hereto as Exhibits "B1" and "B2", respectively.

3.3 Unit Plans

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The development plan of the condominium, which contain a survey, plot plan, elevations and floor plans are attached hereto as Exhibits "B1" through "B4" respectively. The legal description of each unit shall consist of the identifying number of such unit as shown on Exhibit "B2", attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit, apartment and/or condominium parcel by its identifying number as provided for on the attached Exhibit "B2" and each and every description shall be deemed good and sufficient for all purposes.

4. UNIT BOUNDARIES

Each unit shall include that part of the unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries

The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1 Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.

4.1.2 Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

4.2 Perimetrical Boundaries

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

4.3 Boundaries - Further Defined

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interiors bearing walls and/or bearing partitions, and further, shall

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exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for common elements. In those units where attic storage access is provided, a unit owner may use the crawl space for storage at the unit owner's risk. Any damage caused to the unit or common elements by using this storage area shall be the singular expense of the unit owner.

4.4 Balconies and Patios

A unit shall include, as indicated on Exhibit "B4", a balcony and/or patio. The boundaries of the balcony and/or patio shall be as follows: All lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing or screen enclosure, then the unit shall include the railing or screen enclosure. Maintenance of the finished floor of the balcony and/or patio shall be borne by the unit owner to which the balcony and/or patio is appurtenant. Each balcony is a part of the unit which it abuts and is for the exclusive use of the owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property.

5. OWNERSHIP

5.1 Type of Ownership

Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership

The owners of record of the units shall be members of the Association. There shall be one (1) membership for each unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owner's Rights

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The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate and/or any action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided interest in the common elements, according to the "Schedule of Shares" attached hereto as Exhibit "C".

8. COMMON EXPENSE AND COMMON SURPLUS

The common expense to be borne by each unit owner shall be a proportionate share of the total expenses and costs as determined by the Association. Each unit owner shall be responsible for a portion of the common expenses and costs, and such share shall be in the percentage of the undivided share in the common elements to his unit as set forth in Exhibit "C" of this Declaration.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units

9.1.1 By the Association. The Association shall maintain repair and replace at the Association's expense:

9.1.1.1 All portions of a unit contributing to the support of the condominium building, which portions shall include, but not be limited to, outside walls of the condominium buildings and all fixtures on its exterior, those portions of boundary walls not a part of unit; floor and ceiling slabs; load-bearing columns and load-bearing walls.

9.1.1.2 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

9.1.1.3 All incidental damage caused to a unit by such work as described in Paragraphs 9.1.1.1 and 9.1.1.2 shall be repaired promptly at the expense of the Association.

9.1.2 By the Unit Owner. The responsibility of the unit owner shall be as follows:

9.1.2.1 To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows, screens and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

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9.1.2.2 To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

9.1.2.3 Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of patios, sun decks or balconies.

9.1.2.4 To promptly report to the Association any defect or need for repairs for which the Association is responsible.

9.1.2.5 Plumbing and electrical repairs to fixtures and equipment located within a unit and exclusively servicing a unit shall be paid for and be a financial obligation of the unit owner.

9.1.2.6 Any office of the Association or any agent of the Board shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

9.1.2.7 Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building and/or property.

9.1.3 Alteration and Improvement. Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval in writing of owners of all units in the building and approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

9.2 Common Elements.

9.2.1 By the Association. The maintenance and operation of the limited common elements and common elements, including the repair, maintenance and replacement

of landscaping and other improvements and facilities shall be the responsibility of the Association as a common expense.

9.2.2 Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by not less than two-thirds (2/3) of the members of the Association, if the cost of same shall be a common expense which exceeds in cumulative expenditure for the calendar year, the sum of \$5,000.00. Any such alteration or improvement shall not interfere with the rights of any unit owner without their consent. The cost of such work shall not be assessed against an institutional mortgagee, as defined in paragraph 2.13 herein that acquires its title as the result of owning a mortgage upon a unit owned, unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so approved by an institutional mortgagee shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other.

There shall be no change in the shares and rights of a unit owner in the common elements, or in his share of the common expenses whether or not the unit owner contributes to the costs of such alteration or improvements.

9.2.3 Land Acquisition. Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required. Such amendment, when recorded in the public records of Lee County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the unit owners, without naming them

and without further conveyance, in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

9.2.4 Land Not Incorporated. Any land acquired by the Association that is not incorporated into the land by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record unit owners of not less than seventy-five percent (75%) of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

9.2.5 Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

9.3 Enforcement of Maintenance

In the event the owner of a unit fails to maintain a unit as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; The association is granted an irrevocable right of access to units for the maintenance, repair, or replacement of the common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. This right of access does not include a right for the association's employees or agent to enter any unit to enforce compliance with these documents.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

10. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

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10.1 Units

10.1.1 Each of the units shall be occupied only by an owner, members of his family, his servants and guests, as a residence and for no other purpose. No unit shall be permanently occupied by more than five persons, and the maximum permanent occupants and overnight guests shall be no more than seven persons per unit.

10.1.2 Except as reserved to the Developer, no unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

10.1.3 Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the unit or the apartment building without the prior written consent of the Board of Directors of the Association.

10.1.4 No clotheslines or similar devices shall be allowed on any patios, sun decks or balconies of the condominium units, or any other part of the condominium property, without the written consent of the Board of Directors of the Association.

10.1.5 No owner shall make, allow or cause to be made, any structural addition or alteration of his unit or the common elements without the prior written consent of the Association.

10.1.6 No unit shall be occupied by relatives, tenants or guests while the unit owner is not in residence, unless such relative, guest or tenants has been registered and authorized by written correspondence with the Association prior to such occupancy. The Board of Directors shall promulgate reasonable rules and regulations to accomplish such registration procedures which shall include provisions for a licensed real estate broker to act as agent for a unit owner.

10.1.7 Each unit owned by a corporation may be occupied only by persons approved by the Association in writing, and such approval shall be granted to carry out the use of the unit for residential purposes, and not temporary or transient tenancy.

10.2 Common Elements and Limited Common Elements

The common elements and limited common elements shall be used only for the purpose for which they are intended.

10.3 Nuisances

No nuisances shall be allowed on the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

10.4 Lawful Use

No improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Signs

No signs shall be displayed from a unit or on common elements except such signs as shall have advance written approval by the Association.

10.6 Rules and Regulations

Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request. A copy of the initial Rules and Regulations is attached hereto as Exhibit "D".

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10.7 Proviso

Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of this condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all units, and the Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

11. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the condominium building in useful condition exists upon the land, which provisions each unit owner covenants to observe:

11.1 Transfer Subject to Approval

11.1.1 Sale. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association, except to a unit owner.

11.1.2 Lease. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to a unit owner. No unit may be leased for a period of less than one month and is restricted to six leases per calendar year.

11.1.3 Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

11.1.4 Devise or Inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

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11.1.5 Other Transfers. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

11.2 Approval by Association

11.2.1.1 Sale. A unit owner intending to accept a bona fide offer of sale of his unit, or any interest therein, shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. (A bona fide offer being defined as an offer in writing binding upon the offeror and containing all the pertinent terms of such sale or lease, and accompanied by an earnest money deposit in an amount equal to ten percent (10%) of the purchase price if such offer is an offer to purchase a unit.) Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

11.2.1.2 Lease. A unit owner or his agent intending to accept a bona fide offer to lease his unit or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended lessee and other such information as the Association may reasonably require, and an executed copy of the proposed lease.

11.2.1.3 Gift; Devise; Inheritance; Other Transfers. A unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

11.2.1.4 Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association, at its election and

without notice, may approve or disapprove the transfer of ownership. If the Association disapproves the transfer of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

11.2.2 Certificate of Approval

11.2.2.1 Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and the information, the Association must either approve or disapprove the transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), and having the corporate seal affixed in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Lee County, Florida, at the expense of the unit owner, said approval to be in the form of Exhibit "1" to the By-Laws.

11.2.2.2 Lease. If the proposed transaction is a lease, then within ten (10) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), in recordable form, which shall be delivered to the unit owner or his agent.

11.2.2.3 Gift; Devise, Inheritance; Other Transfer. If the unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President, in recordable form, and shall be delivered to the unit owner and shall be recorded in the public records of Lee County, Florida, at the expense of the unit owner.

11.2.3 Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner or purchaser is a corporation, the approval of ownership by the corporation shall be conditioned upon requiring that all persons occupying the unit be also approved by the Association.

11.3 Disapproval by the Association

If the Association shall disapprove a transfer of ownership of a unit, the matter shall be disposed of in the following manner:

11.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within ten (10) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the unit owner, an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

11.3.1.1 At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in a disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing Florida Arbitration Code, except that the arbitrators shall be two (2) appraisers one(1) appointed by the Association and one(1) appointed by the unit owner, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by the Association and the unit owner.

11.3.1.2 The purchase price shall be paid in cash.

11.3.1.3 The sale shall be closed within thirty(30) days after the delivery or mailing of said agreement to purchase, or within thirty(30) days after the determination of the sale price, if such is by arbitration, whichever is later.

11.3.1.4 A certificate of the Association executed by its President (or a Vice President), having the corporate seal affixed, and approving the purchaser, shall be recorded in the public records of Lee County, Florida, at the expense of the unit owner.

11.3.1.5 If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, the proposed transactions shall be deemed to have been approved

and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Lee County, Florida, at the expense of the unit owner.

11.3.2 Lease. If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

11.3.3 Gifts; Devise; Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner not heretofore considered, then within ten (10) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner, an agreement to purchase by a purchaser approved by the Association who will purchase, and to whom the unit owner must sell the unit upon the following terms:

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11.3.3.1 The sale price shall be the fair market value determined by agreement between the seller and purchaser within ten (10) days from the delivery or mailing of such agreement. In the absence of such agreement, by arbitration in accordance with the then existing Florida Arbitration Code, except that the arbitrators shall be two (2) appraisers one(1) appointed by the Association and one(1) appointed by the unit owner, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by the Association and the unit owner.

11.3.3.2 The purchase price shall be paid in cash.

11.3.3.3 The sale price shall close within ten (30) days following the determination of the sale price.

11.3.3.4 A certificate of the Association, executed by its President (or a Vice President), having its corporate seal affixed, approving the purchaser shall be recorded in the public records of Lee County, Florida, at the expense of the unit owner.

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11.3.3.5 If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Lee County, Florida, at the expense of the unit owner.

11.4 Mortgage

A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the Board of Directors of the Association, and said approval shall be, if granted, prepared in recordable form, executed by the President and Secretary of the Association. Where a unit owner sells his unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

11.5 Exceptions

The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by an institutional mortgagee which acquires title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee. Neither shall such provisions require the approval of a purchaser who acquires title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Unauthorized Transactions

Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.7 Notice of Lien or Suit

11.7.1 Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

11.7.2 Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceeding which may affect title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

11.8 Purchase of Units by the Association

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

11.8.1 Decision. The decision of the Association to purchase a unit shall be made by its Directors, without approval of its members, except as hereinafter provided.

11.8.2 Limitation. If at any time the Association be the owner or agreed purchaser of two units, it may not purchase any additional unit without the prior written approval of seventy-five percent (75%) of the members eligible to vote thereon, excluding the Association. A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien.

11.8.3 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by the Association.

12. PARKING SPACES

The following provisions will be applicable to the transfer and assignment of parking spaces.

12.1 Assignment of Parking Spaces

Each assigned parking space exists as a limited common element. Upon the assignment by the Developer of such parking space in the limited common elements to a unit, the owners of such unit shall have the exclusive right to the use thereof without separate charge by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expenses made against a unit, as herein provided, it being the intent that the cost of maintenance and administration of limited common elements shall be included as part of the common expense applicable to all units for purposes of assessments. The assignment of parking spaces shall be at the sole discretion of the Developer. Each unit shall be assigned a minimum of one (1) parking space. The Developer reserves the right to assign more than one (1) parking space to a unit for consideration. Upon such assignment, an owner of a unit to whom such assignment is made shall have the exclusive right of use of such parking space and the parking space shall become an appurtenance to said unit, and upon the conveyance of, or passing of title to the unit to which parking space assignment is made, such interest in the limited common element (parking space) shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit; provided, however, in such cases where two (2) or more parking spaces are assigned to a unit, then the parking spaces in excess of the one (1) required parking space may be assigned to another unit in Golfside Village. Each unit shall at all times have one (1) parking space assigned to it. After the Developer has sold, transferred and conveyed all the units in Golfside Village, a condominium, the Developer will assign any remaining unassigned parking spaces to the Association to be designated as Guest Parking Spaces. No Guest Parking Space may be assigned to a unit

or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium as provided in Paragraph 19.

12.2 Guest Parking Spaces

Guest Parking Spaces shall be a part of the common elements and shall be under the control and jurisdiction of GOLFSIDE VILLAGE CONDOMINIUM ASSOCIATION OF LEHIGH ACRES, INC., except that no Guest Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium, provided in Paragraph 19.

13. EASEMENTS

Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to reasonably interfere with their proper and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium from the condominium.

13.1 Utilities

As may be required for utility services in order to adequately serve the condominium property; provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the unit owner.

13.2 Pedestrian and Vehicular Traffic

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

13.3 Support

Every portion of a unit contributing to the support of the condominium building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

13.4 Perpetual Non-Exclusive Basement in Common Elements

The common elements shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the owners of units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

13.5 Right of Entry into Private Dwellings in Emergencies

In any case of any emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association, a key to such unit.

13.6 Right of Entry for Maintenance of Common Property

Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the condominium property, the owner of each unit shall permit other owners by their representatives, or the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

13.7 Basement for Unintentional and Non-Negligent Encroachment

In the event that any unit shall encroach upon any of the common elements for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment into the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the

common elements shall encroach upon any apartment unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

13.8 Air Space

An exclusive easement for the use of the air space occupied by a condominium unit as it exists at any particular time and as the unit may lawfully be altered.

13.9 Easements or Encroachments

Easements or encroachments by the perimeter walls, ceilings and floor surrounding each condominium unit.

13.10 Easement for Overhangs

Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

13.11 Easement for Air Space of Common Elements

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereof, situated in and/or on common elements of the condominium but exclusively serving and individually owned by the owner of the unit, as the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

14. ASSOCIATION

In order to provide for the proficient and effective administration of this condominium by the owners of units, a non-profit corporation known and designated as GOLFSIDE VILLAGE CONDOMINIUM ASSOCIATION OF LEHIGH ACRES, INC., has been

organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its By-Laws and the Rules and Regulations promulgated by the Association from time to time.

14.1 Articles of Incorporation

A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "E".

14.2 By-Laws

The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached hereto as Exhibit "F".

14.3 Limitation upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets

The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

14.5 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 shall be expressed in accordance with the By-Laws of the Association.

14.6 Membership

The record owners of all units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership

except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the Public Records of Lee County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

14.7 Voting

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

15. INSURANCE

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

15.1 Authority to Purchase

All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida, provided, however, all such insurance policies must be accepted and approved by the institutional mortgagee holding the largest aggregate dollar sum of mortgages encumbering condominium parcels in the

condominium, said sum to be ascertained at the time of purchase or renewal of each policy.

15.2 Coverage

15.2.1 Casualty. All buildings, which excludes floor coverings, wall coverings and ceiling coverings, and improvements upon the land; including units and all personal property of the Association included in the condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

15.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance.

15.2.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

15.2.2 Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the unit owners as a group to a unit owner.

15.2.3 Workmen's Compensation. As shall be required to meet the requirements of law.

15.2.4 Association Insurance. Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owners, including Directors' Liability Insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

15.3 Premiums

Premiums for insurance policies purchased by the Association shall be paid by the Association.

15.4 Assured

All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Lee County, with trust powers, as may be approved and designated insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the "Insurance Trustee". All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

15.4.1 Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

15.4.2 Units. Proceeds on account of units shall be held in the following undivided shares:

15.4.2.1 Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

15.4.2.2 Total Destruction. When the building is to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

15.4.2.3 Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the

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All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Lee County, with trust powers, as may be approved and designated insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the "Insurance Trustee". All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

15.4.1 Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

15.4.2 Units. Proceeds on account of units shall be held in the following undivided shares:

15.4.2.1 Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

15.4.2.2 Total Destruction. When the building is to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

15.4.2.3 Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the

15.5.5 Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY

16.1 Determination to Reconstruct or Repair

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

16.1.1 Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

16.1.2 Condominium Buildings

16.1.2.1 Lesser Damage. If the damaged improvement is a part of the condominium building, and if units to which fifty percent (50%) of the common elements or appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

16.1.2.2 Major Damage. If the damaged improvement is part of the condominium building and if units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.

16.1.3 Certificate. The Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the condominium building, by the owners of not less than seventy-five percent (75%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

16.3 Responsibility

If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

16.4 Estimates of Cost

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

16.5 Assessments

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

16.6 Deductible Provision

The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

16.7 Construction Funds

The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

16.7.1 Association. If costs of reconstruction and repair which are the responsibility of the Association, are more than FIVE THOUSAND DOLLARS (\$5,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

16.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from the collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner.

16.7.2.1 Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner, shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgage endorsement, then to the unit owner and the mortgagee jointly.

16.7.2.2 Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than FIVE THOUSAND DOLLARS (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be

disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

16.7.2.3 Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than FIVE THOUSAND DOLLARS (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

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

16.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and, stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner, and

further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

17. ASSESSMENTS

The making and collecting of assessments against unit owners for common expenses shall be the obligation of the Board of Directors pursuant to the By-Laws and subject to the following provisions:

17.1 Share of the Common Expenses

Each unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to an undivided share of the common surplus, such shares being set forth in Exhibit "C". A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

17.2 Non-Waiver

The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment is made.

17.3 Interest, Application of Payments

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due, until paid. All

payments upon account shall be first applied to interest and then to the assessment payment first due.

17.4 Lien for Assessments

The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such condominium parcel,

Reasonable attorney's fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each unit owner in payment of his obligation for use charges and operation costs likewise referred to as common expenses.

Said lien shall be effective from and after the time of recording in the Public Records of Lee County, Florida, a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

17.5 Collection and Foreclosure

The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best of interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment

lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel, at the Court's discretion, and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

17.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment

Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record or other purchaser of a unit, obtains title to a condominium parcel as a result of foreclosure of the first mortgage, or when the mortgagee of a first mortgage of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel which become due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder.

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17.8 Unpaid Assessments - Certificate

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

18. COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of unit owners to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

18.1 Negligence

A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his family or his or their guests, invitees, employees or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements.

18.2 Costs and Attorneys' Fees

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

18.3 No Waiver of Rights

The failure of the Association or any unit owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

19. AMENDMENT OF DECLARATION

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

19.1 Notice

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

19.2 Resolution of Adoption

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

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

19.2.2 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, as follows:

19.3.1 Not less than fifty percent (50%) of the votes of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association.

19.3.2 Any amendment adopted pursuant to the provisions of paragraph 19.3 shall not materially adversely affect the property rights of unit owners.

19.3.3 Until the Developer has sold and conveyed all of the units in the condominium, any amendment adopted pursuant to paragraph 19.3 must be approved and consented to by the Developer.

19.4 Proviso

No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and no amendment shall change any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common elements, and other of its appurtenances or increase the owner's share of the common expenses, except as hereinabove provided unless the owner of the unit concerned and all such mortgagees as first above recited, shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor in the section entitled "Reconstruction or Repair After Casualty", unless the record owner of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

19.5 Execution and Recording

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Lee County, Florida.

19.6 Amendments

The section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

20. DEVELOPER'S UNITS AND PRIVILEGES

20.1 Developer

The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units and appurtenances comprising this condominium.

Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

20.2 Expenses

After the commencement date of payment of monthly common expenses, in the event there are unsold units, the Developer retains the right to be the owner of said unsold units; however, for such time as the Developer continues to be a unit owner, but not exceeding such period of time as the Developer shall have guaranteed that the assessment for common expenses of the condominium imposed upon unit owners

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other than the Developer shall not increase over a stated dollar amount, the Developer shall be required to contribute only such sums to the common expenses of the condominium as incurred and required during that period and which have not been produced by assessments at the guaranteed level receivable from other unit owners, as may be required for the Association to maintain the condominium. In no event shall the Developer be required to contribute to the common expenses as to the unit owned by it in any amount exceeding the obligation for such units as specified and set forth in this Declaration and the exhibits attached hereto. Commencing on the expiration of the period of a guaranteed level of assessments as aforesaid, the Developer shall contribute to the common expenses, as to the units owned by it, in the same manner as all other unit owners. Notwithstanding the foregoing, in the event the Developer is the owner of condominium units during the guaranteed period as aforesaid, and if any such unit is leased and occupied by a third party, then the maintenance of said unit shall be contributed and borne by the Developer as all other unit owners.

20.3 Amendment

Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the units in Golfside Village, a condominium.

21. TERMINATION

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

21.1 Destruction

In the event that it is determined in the manner elsewhere provided that the condominium building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

21.2 Agreement

The condominium may be terminated by the approval in writing of all of the owners of the units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the common elements, and of the record owners of all mortgages upon the units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the day of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. such option shall be upon the following terms:

21.2.1 Exercise of Option. The option shall be exercised by delivery or mailing by certified mail, to each of the record owners of the units to be purchased, of an agreement to purchase, signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall provide for the purchase of all of the units owned by

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owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

21.2.2 Price. The sale price of each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing Florida Arbitration Code, except that the arbitrators shall be two (2) appraisers one(1) appointed by the Seller and one(1) appointed by the Purchaser, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by the Seller and the Purchaser.

21.2.3 Payment. The purchase price shall be paid in cash.

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

21.3 Certificate

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Lee County, Florida.

21.4 Shares of Owners After Termination

After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owner's units prior to the termination.

21.5 Amendments

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This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

22. SEVERABILITY AND INVALIDITY

The invalidity 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 of Condominium and the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

23. INTERPRETATION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same; i.e., Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, Florida Gulf Investment, Inc., a Florida corporation, has caused the execution of this Declaration of Condominium this 13th day of July, 1986.
1987

Witnesses:

Florida Gulf Investment, Inc.,
a Florida corporation

By: Manfred E. Schatz
Manfred E. Schatz, President

[Signature]
[Signature]

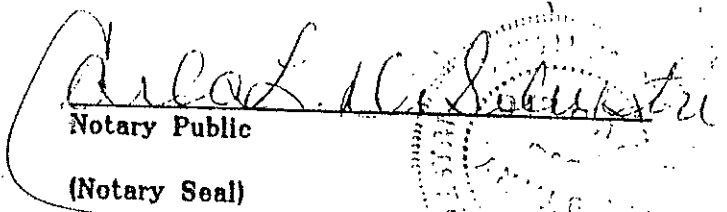
Declaration

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of July 1986, by Manfred E. Schatz, President of Florida Gulf Investment, Inc., a Florida corporation, on behalf of said.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 1, 1989
BONDED THROUGH FIDELITY & SECURITY
A HARVEY INSURANCE & BONDING CO.


Notary Public

(Notary Seal)

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