

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 334-1381

CERTIFICATE FO RECORDATION/AFFIDAVIT

PARKWOODS III

1. COMES NOW, the undersigned Affiant, who upon taking an oath affirms as follows:
2. Affiant serves as counsel to Parkwoods III Homeowners Association, Inc. ("Association"),
3. Association is the homeowners association which has the right to enforce the Declaraton of Covenants, Conditions and Restrictions of Parkwoods III of the subdivision, recorded at O.R. Book 1298, Pages 1276 *et seq.*, Declaration of Party Facilities recorded in O.R. Book 1298, Pages 1389, *et seq.*, of the Lee County Public Records, as subsequently amended. The property within the Subdivision is described in the Declarations.
4. Affiant prepared the attached "NOTICE OF PRESERVATION OF USE RESTRICTIONS UNDER MARKETABLE RECORD TITLE ACT" ("Notice"), which has been duly executed by Association.
5. Attached as **Exhibit "C"** to the Notice is the Declaration of Covenants, Conditions and Restrictions, and the Declaration of Party Facilities, ("Declaratons") which are being preserved and extended pursuant to Florida Statute 712.06(1)(d) (2008) for a period of thirty (30) years from the date of this filing.
6. Affiant, on behalf of Association, also places record notice that other documentation pertaining to the property encumbered by the Notice should be examined in connection with the preservation of the aforementioned Declarations, specifically the following, which are exhibits to the Declarations and incorporated herein by reference:
 - A. Articles of Incorporation Parkwoods III Homeowners Association, Inc. recorded in O.R. Book 1298, Page 1506, Public Records of Lee County, Florida.
 - B. Bylaws of Parkwoods III Homeowners Association, Inc. recorded in

- C. O.R. Book 1298, Page 1497, Public Records of Lee County, Florida.
Rules and Regulations for Parkwoods III recorded in O.R. Book 1298, Page 1505, Public Records of Lee County, Florida.
- D. Amendment to Bylaws recorded in O.R. Book 2332, Page 0431, Public Records of Lee County, Florida.

7. Affiant also records herewith as **Exhibit "D"** to the Notice a list of property owners in the Subdivision as maintained by the Lee County Property Appraiser's Office.

FURTHER AFFIANT sayeth naught.

WITNESSES:

(Sign) Tamara Bryant

(Print) Tamara Bryant

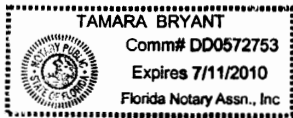
(Sign) [Signature]

(Print) Megan Bryant

BY: [Signature]
Richard D. DeBoest II, Esq.
FL Bar No. 989940

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 4 day of September 2008 by Richard D. DeBoest II. Said person is personally known to me or has produced _____ as identification and did take an oath.



NOTARY PUBLIC:
Tamara Bryant
STATE OF FLORIDA (SEAL)
My Commission Expires:

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 334-1381

**NOTICE OF PRESERVATION OF USE RESTRICTIONS
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is **Parkwoods III Homeowners Association, Inc.** (the "Association"), a Florida corporation, not-for-profit, 1563-4 Park Meadows Drive, Fort Myers, Florida 33907, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on August 7, 1978, the Association having been organized for the purpose of operating and administering the community known as Parkwoods III, pursuant to the recorded covenants pertaining thereto which were originally filed of record on September 11, 1978 at O.R. Book 1298, Pages 1276 *et seq.* and O.R. Book 1298, Pages 1389 *et seq.*, of the Lee County Public Records.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and all other Lot Owners in the Subdivisions described below and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and Lot Owners and further attaches the original Statement of Marketable Title Action which was mailed to all members of the Association and lot owners as composite Exhibit A.

3. The lands affected by this Notice are depicted and legally described as follows: See Exhibit B.

4. The real property interest claimed under this Notice is the right to preserve those certain use restrictions Declaration of Covenants, Conditions and Restrictions of Parkwoods III recorded on September 11, 1978 at O.R. Book 1298, Pages 1276 *et seq.* of the Lee County Public Records and Declaration of Party Facilities for Parkwoods III recorded on September 11, 1978 at O.R. Book 1298, Pages 1389 *et seq.* of the Lee County Public Records as each may be amended in accordance with the terms, provisions and conditions thereof. The property encumbered by said covenants and restrictions is described in Exhibit B and in the Declarations.

WITNESSES:

(Sign) Ardene C Ballantine

(Print) Ardene C. Ballantine

(Sign) KP Perri

(Print) Kathleen J Perri

**PARKWOODS III
HOMEOWNERS ASSOCIATION,
INC.**

BY: Constancia J Petito
President of the Association
Constancia J Petito

ATTEST: Sherry Parmely
Secretary of the Association
Sherry Parmely

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 15th day of May, 2008 by Constancia Petito, as President and Sherry Parmely as Secretary of PARKWOODS III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said persons are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

W. Hagan

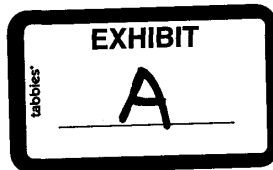
STATE OF FLORIDA (SEAL)

My Commission Expires: 4/30/2011



STATEMENT OF MARKETABLE TITLE ACTION

Parkwoods III Homeowners Association, Inc. ("Association"), has taken action to insure that the Declaration of Covenants, Conditions and Restrictions of Parkwoods III recorded on September 11, 1978 at O.R. Book 1298, Pages 1276 *et seq.*, and Declaration of Party Facilities recorded on September 11, 1978 in O.R. Book 1298, Pages 1389, *et seq.*, in the Public Records of Lee County, Florida, currently burdening the property of each and every member of the Association and all lots in Parkwoods III as described in Schedule "A" and "B" of the Declaration of Covenants retain their status as the source of marketable title with regard to the transfer of a member's or lot owner's residence. To this end, the Association shall cause notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Lee County, Florida. Copies of this Notice and its attachments are available through the Association pursuant to the Association's governing documents and the law regarding official records of the Association.



AFFIDAVIT OF MAILING OR HAND DELIVERING OF STATEMENT OF MARKETABLE TITLE ACTION TO LOT OWNERS

The undersigned, whose name appears at the bottom of this Affidavit, who after being duly sworn, deposes and says that the Statement of Marketable Title Action approved at the meeting of the Board of Directors of Parkwoods III Homeowners Association, Inc., for preservation of the Declaration of Covenants, Conditions and Restrictions of Parkwoods III held on May 13th, 2008 at 7:00 P.M. at the Parkwoods III pool was mailed or hand delivered to all lot owners at the address listed on the attached sheet in accordance with Florida law.

Acknowledged this 3rd day of September, 2008.

PARKWOODS III HOMEOWNERS ASSOCIATION, INC.

(SEAL)

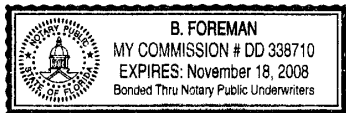
By: *Constance Petito*
Print name: Constance Petito
Print title: President

STATE OF FLORIDA }

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3rd day of September, 2008, by Constance Petito, President of Parkwoods III Homeowners Association, Inc. who is personally known to me or who has produced (type of identification) FL Drivers License, as identification and who did take an oath.

B. Foreman
Notary public
Printed name: _____
My commission expires: _____



SCHEDULE "A"

REF 1298 & 1281

July 26, 1978

DESCRIPTION
PARCEL IN
SECTION 14, T45S, R24E.
LEE COUNTY, FLORIDA

A parcel of land in Section 14, Township 45 South, Range 24 East, Lee County, Florida described as follows:

Beginning at the northeast corner of the northwest quarter (NW $\frac{1}{4}$) of said Section 14, run S 1°44'48" E along the east line of said northwest quarter (NW $\frac{1}{4}$) for 300.54 feet to a point on the northerly right of way line of a proposed roadway easement (60 feet wide); thence run S 89°18'30" W along said northerly right of way line for 1290.20 feet; thence run N 1°11'36" W for 100.50 feet to the north line of said Section 14; thence run N 89°18'30" E along said north line for 1287.30 feet to the point of beginning. Containing 8.890 acres.

SUBJECT TO: All easements and rights of way of record.

PHD:ph

(Parkwoods Realty - Phase III: #78-3605)



1130372

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

1298 1276
PARKWOODS III
(A Townhouse Community)
Fort Myers, Florida

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, PARKWOODS REALTY AND DEVELOPMENT COMPANY, a Florida Corporation, is the owner and Developer of certain property to be hereinafter known as PARKWOODS III located in Lee County, Florida, and more particularly described as follows:

(See Schedule "A" attached hereto)

and makes the following declaration of Protective Covenants, Conditions and Restrictions covering the above-described real property, specifying that this declaration shall constitute a covenant running with the land described in Schedule "A" above and that this declaration shall be binding upon the undersigned and upon all persons ~~deranging~~ title through the undersigned. These protective covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

RECORDED & INDEXED
IN PUBLIC RECORDS

1. All of the land described in Schedule "A" less all of the land described in Schedule "B" attached hereto shall be known as common property, such common property shall consist of the driveways parking areas and all unimproved areas. This common property will be owned by Parkwoods III Homeowners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the Association. The common property is being conveyed to the Association by the undersigned. The Association shall administer such property in keeping with this declaration as well as the Articles of Incorporation and By-Laws of Parkwoods III Homeowners Association, Inc., together with the Rules and Regulations promulgated by the Association.

2. Each owner at Parkwoods III will own fee simple title to his townhouse each of which shall be located in a structure containing four (4) separate townhouse units. Ownership of these units shall be separated by a party-wall agreement to be filed in the Public Records of Lee County, Florida. The townhouse units are additionally identified by the surveys attached hereto as part of Schedule "B".

3. No townhouse owner shall in any way deface or change the color of the exterior of his townhouse. Exterior walls, roof and the fencing around the courtyard are to be maintained by each townhouse owner in quality condition at all times. Failure to maintain the townhouse in such manner will result in a thirty (30) day notice to the townhouse owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to, the Association may contract to have such work performed and the townhouse owner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the townhouse owner shall be responsible for attorneys' fees and costs. Each townhouse owner covenants and agrees that he will decorate the exterior of the dwelling upon his property in a color and finish similar to and consistent with the color and finish of the other owner's townhouse. If a townhouse owner shall desire to decorate the exterior in a color and finish other than that originally supplied by the builder at the time of construction of the townhouse units, then the consent in writing of



REF 1298 1277

the townhouse owner shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a townhouse unit, then the consent in writing of any and all holders of first mortgages shall also be required prior to such change in decoration being effected. Nothing herein shall be construed to require a townhouse owner to obtain any approval in writing or otherwise for the painting of exterior of his townhouse in a color and finish consistent and compatible with the color and finish of the other townhouse units. Normal maintenance of the roof of the townhouse units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the townhouse owners. The expense of such maintenance shall be borne proportionately by the townhouse owners. The proration shall be determined by the ratio of square footage of each townhouse units roof to the total of the entire roof area of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one townhouse unit the repair or replacement shall be at the expense of the said townhouse unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one townhouse owner, such negligent owner shall bear the entire cost of repair or replacement. If any townhouse owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or wilful misconduct, any other affected townhouse owner may have such roof repaired or replaced and shall be entitled to a lien on the townhouse of the other unit owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a townhouse owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the townhouse owners.

4. Property and casualty insurance on each townhouse structure shall be maintained through the Association. Each townhouse owner will be assessed annually for the insurance premium covering his dwelling structure which insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessment for insurance shall be due and payable when billed which shall be sixty (60) days prior to the expiration date of the policy covering each building at Parkwoods III. Assessments and instalments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10%) percent per annum 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. The Association shall have the right to file a lien against the property of such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the townhouse structures. The master policy shall insure all property conveyed by the undersigned at the time of the closing on the townhouse structure. Each townhouse structure owner shall insure any contents placed in the townhouse structure after the closing as well as any additions made in or to the townhouse structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the townhouse owners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the townhouse buildings and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation

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costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement and flood insurance, if required.

5. Each townhouse owner shall automatically become a member of Parkwoods III Homeowners Association, Inc. by virtue of acceptance of the deed of conveyance to his townhouse. As a member of such Association, said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

6. The Association shall collect a semi-annual charge from each townhouse owner. This charge shall be used to maintain the common property, and shall be defined as being "current expenses" within the terms of the By-Laws for Parkwoods III Homeowners Association, Inc. Current expenses shall include lawn and landscape maintenance for the common property and other expenses incurred in the maintenance and operation of Parkwoods III property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate Parkwoods III property. Each townhouse owner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of lien upon his townhouse by the Association for such sum and in this event the Association shall be entitled to attorneys' fees and costs. In addition to the semi-annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair or replacement of any portion of the common property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a members meeting duly called for this purpose under the terms set forth in the By-Laws of Parkwoods III Homeowners Association, Inc.

7. Each townhouse owner shall have perpetually the full, free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the townhouse owner. This use is, however, subject to the right of the individual townhouse owner to the exclusive use of the parking spaces as assigned by the Association.

8. All mortgagees of townhouse owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all townhouses upon which they have a mortgage loan.

9. When the mortgagee of a first mortgage of record or other purchaser of a townhouse obtains title to the dwelling as a result of foreclosure of the first mortgage, or by a deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such townhouse or chargeable to the former townhouse owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure until said townhouse is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment collectible from all of the townhouse owners including such acquirer, his successors and assigns.

10. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary.

11. The undersigned shall retain control of the Association until all of the contemplated improvements have been completed and all sales have been closed or until such time as the undersigned

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...ects to terminate its control of the Association, whichever shall first occur. During such period the undersigned has the sole right to amend this declaration of protective covenants, conditions and restrictions without requirement of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any property described in Schedule "B" shall be required.

12. The undersigned has arranged for the wiring in conduits capable of furnishing cable television to Parkwoods. Each owner shall be responsible for any charges for the use of such cable television facility. In no event shall any exterior radio or television antennas be permitted.

13. Any lien referred to in this Declaration shall not be effective unless and until same has been recorded in the Public Records of Lee County, Florida. Such lien shall be inferior to the lien of any mortgage on the subject property that has been recorded prior to the recording date of such lien.

14. In the event a townhouse unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause his townhouse to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair and rebuilding of the townhouse unit to comply with this responsibility.

15. A plot plan of Parkwoods III is attached as Exhibit "C".

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the townhouses and their mortgagees has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in paragraph 11 above, and except that the rights set forth in paragraphs 7 and 8 shall not be terminable by less than all of the owners of the townhouse units and their mortgagees, if any.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the service of his attorney.

Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this 10 day of July 1978.

Witnesses:

PARKWOODS REALTY AND DEVELOPMENT COMPANY

[Handwritten signatures]

BY: Mildred B. Malt
Mildred B. Malt, President

Attest: Robert C. Malt
Robert C. Malt, Secretary

(Corporate Seal)

REF 1298 PR 1280

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this 25 day of June, 1978, before me personally appeared Robert C. Mast and Robert C. Mast respectively President and Secretary of PARKWOODS REALTY AND DEVELOPMENT COMPANY, a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing instrument, and severally acknowledged its execution to be their free act and deed as such duly authorized officers; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

WITNESS my signature and official seal at Fort Lee, Florida in the County of Lee, State of Florida, the day and year last aforesaid.

Robert C. Mast
Notary Public, State of Florida
at Large
My Commissio. Expires: _____



1130373

1208-1380

DECLARATION OF PARTY FACILITIES
FOR PARKWOODS III

Located in Section 14, Township 45 South,
Range 24 East, Lee County, Florida
Public Records

THIS DECLARATION, made this 25th day of July, 1977 by
PARKWOODS REALTY & DEVELOPMENT COMPANY, a Florida corporation.

WITNESSETH:

WHEREAS, PARKWOODS REALTY & DEVELOPMENT COMPANY, a Florida corporation, hereinafter called Declarant, is the owner in fee simple of the real property described in Schedule "A" hereof, situate and being in Ft. Myers, Lee County, Florida; and

WHEREAS, Declarant is desirous of constructing upon the aforesaid real property a building containing four separate townhouse units, each connected by common walls as shown on Schedule "A" hereof; and

WHEREAS, such building is designated to be occupied solely by four single families living independently of each other; and

WHEREAS, each such townhouse unit will share common walls with the adjacent buildings, and each such common wall will be located on an imaginary line, being more particularly described in Schedule "A" hereof; and

WHEREAS, Declarant is desirous of declaring each of the above described common walls to be a party wall; and

WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the owners, including their mortgagees, heirs, assigns, successors, and grantees, pertaining to said party walls in the building described on Schedule "A" hereof and as used in this Declaration hereafter the term owner shall be deemed to include such heirs, assigns, successors and grantees; and

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW THEREFORE, it is hereby declared that upon the completion of the building containing four separate townhouse units to be constructed on the real property described in Schedule "A" hereof:

1. Description of Party Walls. The common walls shared by the townhouse units, located on an imaginary line as more particularly described in Schedule "A" hereof, shall be party walls for the perpetual benefit of and use by the owner of each such townhouse unit in the subject building.

2. Repair of Party Walls. In the event of damage or destruction of the party walls from any cause whatsoever, other than the negligence or wilful misconduct of a townhouse owner or owners, the townhouse owners in the subject building shall, at their joint expense and theirs only, repair and rebuild said wall(s) and each townhouse owner shall have the right to full use as herein contained of said wall(s) so repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance upon the whole or any part of the

RECORDED & INDEXED BY LINDA THOMPSON

REV 1298 #1390

party walls, such expense shall be shared equally by the owners of adjoining townhouse units or their successors in title in the subject building. Whenever any such wall or any part thereof shall be re-built, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is required to be done solely by the neglect or the willful misconduct of any one or more but less than all of the townhouse unit owners in the subject building, any expense incidental thereto shall be borne solely by such wrongdoer or wrongdoers. If any townhouse unit owner shall refuse to pay his share, such cost to repair the damage or replace the destroyed party walls, for any cause whatsoever, either all or part thereof, as the case may be, any other remaining townhouse unit owner may have such wall repaired or reconstructed and shall be entitled to a lien on the townhouse of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a townhouse owner shall give, or shall have given, a mortgage or mortgages upon his townhouse, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the other townhouse unit owners in the subject building. If a townhouse owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent townhouse owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any townhouse owner removing his improvements from the party wall or making use of the party wall shall do so in such manner as to preserve all rights of the adjacent owner in the wall, and shall save the adjacent owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent townhouse unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent townhouse unit to effect necessary repairs and reconstruction.

3. Priority of Mortgagee Over Lien. Any lien that may be imposed upon any of the townhouse units described in Schedule "A" hereof as a result of the rights granted under this Declaration of Party Facilities shall not be effective until the date same is recorded in the Public Records of Lee County, Florida, and shall be inferior to the lien of any mortgage on the subject townhouse that has been recorded prior to the date of recording of such lien.

4. Prohibition of Changes in Walls. The owner of any townhouse unit sharing a party wall with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

5. Freedom of Use of Walls. The owner of any such townhouse unit shall have the right to the full use of said party walls for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining townhouse unit or his enjoyment of said walls or in any manner impair the value of said walls.

6. Covenant Running With the Land. Each common wall to be constructed on the real property described in Schedule "A" hereof is to be and remain a party wall for the perpetual use and benefit of the respective owners thereof, and this condition shall be construed to be a covenant running with the land, and the conveyance by Declarant to such owner is subject to the conditions set forth in this Declaration.

1298 1391

7. Restriction on Amendment. So long as there shall be a mortgage or mortgages upon any of the real property described in Schedule "A", this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one townhouse owner's property by any of the other owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22 day of January, 1978.

Signed, sealed and delivered in the presence of:

PARKWOODS REALTY AND DEVELOPMENT COMPANY

[Signature]
[Signature]

By: [Signature], President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF LEE) ss.

The foregoing Declaration of Party Facilities for Parkwoods III was acknowledged before me this 22 day of January, 1978 by [Signature] as President of Parkwoods Realty and Development Company, a Florida corporation, and he acknowledged that he executed same on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large

(SEAL)

My Commission Expires:

[Signature]
[Signature]

SCHEDULE "A"

SCHEDULE "A" TO THE DECLARATION OF PARTY FACILITIES WAS ORIGINALLY RECORDED IN O.R. BOOK 1298, PAGES 1392 THRU 1495 PUBLIC RECORDS OF LEE COUNTY, FLORIDA. SCHEDULE "A" IS IDENTICAL TO SCHEDULE "B" WHICH IS ATTACHED TO THE DECLARATION OF COVENANTS WHICH ARE RECORDED HEREWITH. THE REAL PROPERTY DESCRIPTIONS OF SCHEDULE "B" ARE HEREIN INCORPORATED BY REFERENCE AS SCHEDULE "A" TO THIS DECLARATION OF PARTY FACILITIES. AS EACH SCHEDULE IS OVER 100 PAGES IT IS ONLY BEING RECORDED ONCE IN ORDER TO SAVE FUNDS AND RESOURCES.

At 3/10

REF REC 1298 201496

(NOTE: THIS PAGE WAS RECORDED OUT OF ORDER.
IT SHOULD HAVE BEEN RECORDED FIRST)

HOMEOWNERS DOCUMENTS
FOR
PARKWOODS III

RECORDED BY CLERK
BY MARY THURGOOD

OFF 1298 P-1497

BY-LAWS

OF

PARKWOODS III HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

ARTICLE I

IDENTITY

These are the By-Laws of the PARKWOODS III HOMEOWNERS ASSOCIATION, INC., hereafter called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State of the _____ day of _____, 1978. The Association has been organized for the purpose of owning and operating certain lands located in Lee County, Florida, which lands are to be used in common by all of the members of the Parkwoods III Homeowners Association, Inc., which members shall all be property owners at Parkwoods III. Such operation by the Association shall include the management of Parkwoods III in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions of Parkwoods", and the enforcement of such covenants, conditions and restrictions.

A. The office of the Association shall be at 1700 Parkmeadows Drive, Fort Myers, Florida 33907.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation not for profit", the year of incorporation, an impression or which is as follows:

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 P.M., Eastern Standard Time, on the first Thursday in September of each year, for the purpose of elective directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

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C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation, or these By-Laws.

E. Voting.

1. In any meeting of members the owners of townhouses shall be entitled to cast one vote as the owner of a townhouse unless the decision to be made is elsewhere required to be determined in another manner.

2. If a townhouse is owned by one person his right to vote shall be established by the record title to his townhouse. If any townhouse is owned by more than one person, or is under lease, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by all of the record owners of the townhouse and filed with the Secretary of the Association. If a townhouse is owned by a corporation, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the townhouse concerned. A certificate designating the person entitled to cast the vote of a townhouse may be revoked by any owner of a townhouse. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

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I. Priviso. Provided, however, that until the Developer of Parkwoods III has completed all of the contemplated improvements and closed the sales of all of the townhouses located at Parkwoods III, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE III

DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than five (5) directors, the exact number to be determined at the time of election.

B. Election of Directors shall be conducted in the following manner:

1. Election of Directors shall be held at the annual members' meeting.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

3. The election shall be ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6. Provided, however, that until the Developer of Parkwoods III has completed all of the contemplated improvements and closed the sales of all of the townhouses at the Parkwoods III Townhouses, or until the Developer elects to terminate its control of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

C. The term of each director's service, shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

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E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days to the day named for such meeting.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. 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.

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding officer of Director's meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

L. The order of business at Directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees, if any, shall be determined by members.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

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ARTICLE V

OFFICERS

A. The Executive Officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the Chief executive officers of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice President in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary, shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The Compensation of all employees of the Association shall be fixed by the Directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VI

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

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(1) Current Expenses which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(2) Reserve for deferred maintenance which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreation facility.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(1) Current Expense

(2) Reserve for Deferred Maintenance

(3) Reserve for Replacement

(4) Betterments which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund no sum in excess of ONE THOUSAND DOLLARS (\$1,000.00) shall be expended for a single item or for a single purpose without approval of the members of the association.

(5) Operation the amounts of which may be to provide a working fund or to meet losses.

(6) Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than seventy-five (75%) percent of the votes of the entire membership of the Association, and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all townhouses at Parkwoods III, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(7) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in two equal parts or installments on the first days of January and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semiannual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and

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assessments may be amended at any time by the Board of Directors if the accounts of the amended budgets do not exceed such limitations for that year. Any account that does exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association.

D. Acceleration of Assessment Installments Upon Default. If a townhouse owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the townhouse owner, and then the unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the townhouse owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the townhouse owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the townhouse owners concerned, the assessment shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The Depository of the Association shall be such bank or banks and/or such savings and loan associations or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three members of the Association none of which shall be Board Members. The cost of the audit shall be paid by the Association.

H. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

PARLIAMENTARY RULES

These By-Laws may be amended in the following manner:

A. 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.

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B. 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 member not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

1. Not less than 75 percent (75%) of the entire membership of the Board of Directors and not less than 75 percent (75%) of the votes of the entire membership of the Association; or
2. Not less than 80 percent (80%) of the votes of the entire membership of the Association; or
3. Until the first election of directors, by all of the directors.

C. Proviso. Provided, however that no amendment shall discriminate against any townhouse owner nor against any townhouse or class or group of townhouses unless the townhouse owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

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

The foregoing were adopted as the By-Laws of PARKWOODS III HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 25th day of July, 1978.

Secretary

President

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RULES AND REGULATIONS FOR PARKWOODS III

1. No owner or lessee shall create or permit any disturbance that will interfere with the rights, comforts or convenience of others.
2. Offensive pets may be removed by the Association after notice to the owner with the prevailing party being entitled to recover the cost of proceedings and reasonable attorneys fees. Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or cat which shall not exceed forty pounds. Pets shall be on a leash at all times when not confined within the owner's townhouse immediately surrounding owner's courtyard. Dog's shall not be walked on grass other than immediately surrounding owner's courtyard.
3. Trash will be placed in receptacles furnished. For sanitary reasons, all trash, except newspapers, shall be in a plastic bag and tied securely before being placed in trash receptacles.
4. Barbecue cookers shall be used in courtyard only.
5. No clothes or similar articles shall be hung on balconies or outdoors for any purpose whatsoever, except within owner's courtyard below height of fence.
6. Bicycles, toys or clutter shall not be left outside courtyards at any time. Bicycles or clutter so left shall be impounded. Such articles must be stored within the owner's townhouse or courtyard.
7. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance as the changing of a tire, battery, etc.
8. Large trucks, boats, trailers, motor homes, buses and other such vehicles shall not be allowed to park overnight in the parking areas, except as allowed by the Association. All motor vehicles must be maintained as to not create an eyesore in the community.
9. Parents shall be responsible to the Association for any property damage to the common areas caused by their children.
10. Owners and their guests must use only those parking spaces assigned to that particular townhouse. Parking in another assigned space or on the grass surrounding the townhouse structures will result in the vehicle being towed away at the owner's expense.
11. In addition to the foregoing, all owners and lessees of dwellings in Parkwoods III shall abide by the Provisions of the Protective Covenants, Conditions and Restrictions for Parkwoods III and the Articles of Incorporation and By-Laws of Parkwoods III Home-Owners Association, Inc.

PARKWOODS III HOMEOWNERS
ASSOCIATION, INC.

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State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of PARKWOODS III HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on August 7, 1978, as shown by the records of this office.

The charter number for this corporation is 743846.

RECORD VERIFIED - SAL GERACI CLERK
BY LINDA THOMPSON D.C.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 9th day of August, 1978.



Janet M. Lewis, Jr.
SECRETARY OF STATE

CER 101 7-17-78

OFF REC 1298 PC1507

ARTICLES OF INCORPORATION

OF

PARKWOODS III HOMEOWNERS ASSOCIATION, INC.
(A Corporation not for Profit)

APPROVED AND FILED
JUL 17 12 PM 1978
MULTI-PURPOSE
RECORDING SYSTEM
OFFICE OF STATE
RECORDS & ADMINISTRATION
TALLAHASSEE, FLORIDA

in compliance with the requirements of Chapter 617,
Florida Statutes, the undersigned persons do hereby make, sub-
scribe and acknowledge that they have voluntarily associated
themselves together for the purposes of forming a corporation
not for profit.

ARTICLE I

NAME

The name of the corporation is PARKWOODS III HOMEOWNERS
ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II

PRINCIPAL OFFICE

The initial principal office of the Association shall
be located at 1700 Park Meadows Drive, Fort Myers, Florida 33907.

ARTICLE III

REGISTERED AGENT AND REGISTERED OFFICE

John J. Malt, whose address is 1700 Park Meadows Drive,
Fort Myers, Florida, is hereby appointed the initial registered
agent of the Association, and his address is designated at the
initial registered office of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or
profit to the members thereof, will make no distribution of income
to its members, Directors or Officers, and the specific purposes
for which it is formed are to provide for the ownership, mainte-
nance and preservation of the common area being developed as

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PARKWOODS III, in Fort Myers, Lee County, Florida, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may

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be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participants in mergers and consolidations with other non-profit corporations organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have to exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any unit which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have one class of voting membership; Members shall be all owners and shall be entitled to one (1) vote for each unit owned. When more than one (1) person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any unit.

ARTICLE VII

BOARD OF DIRECTORS

The initial Board of Directors shall consist of three (3) members, whose names and addresses are as follows:

Robert C. Malt	1920 Palm Beach Lakes Boulevard West Palm Beach, FL 33407
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C. Richard Malt	1620 Professional Building Tequesta, FL
Mildred B. Malt	1575 Olmeda Way Fort Myers, FL 33901

These Directors or their successors shall serve until fifty percent (50%) of all possible units in the plat or plats of PARKWOODS III, as is now recorded and as may be subsequently recorded in the Public Records of Lee County, Florida, have been sold, with title thereto being recorded in the Public Records of Lee County, Florida. The sole choice of successor Directors until aforesaid number of sales have been made, shall be made by the remaining aforesaid initial members of the board. When fifty percent (50%) of all such units have been sold, as defined above, one or more of the members of the Association shall have the right to petition the Association to hold a meeting of the members for the purpose of electing one (1) member to the Board to replace one of the above initial members or their successors, as the case may be. After the members of the Association hold such a meeting, and election, the then serving members of the Board shall decide among themselves as to which member shall resign, and shall notify the members of the Association of their decision, and forthwith hold a special meeting of the Board to recognize the new Director.

Until such levels of sales are achieved, as stated above control of the Association shall be vested in a majority of the initial named Directors, or their successors. The developer of the project, PARKWOODS REALTY AND DEVELOPMENT COMPANY, shall have veto power on any act of the Board of Directors that affects the marketability of any units in PARKWOODS III that have not been sold and conveyed to original purchasers thereof.

The number of members of the Board shall initially be three (3), but may be increased after eighty percent (80%) of the units have been sold, as stated above, to five (5) by a vote of a majority of the members of the Association.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent Given

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in writing and signed by not less than two-thirds (2/3) of its members. Upon Dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purpose.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

The Amendments of these Articles shall require the assent of seventy-five per-cent (75%) of the entire membership; however, they cannot amend the provisions of Article VII hereof so long as less than eighty percent (80%) of all units in PARKWOODS III have not been sold.

ARTICLE XI

OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

President:	Mildred B. Malt 1575 Olmeda Way Fort Myers, Florida 33901
Vice-President	C. Richard Malt 1620 Professional Building Tequesta, Florida
Secretary-Treasurer	Robert C. Malt 1920 Palm Beach Lakes Boulevard West Palm Beach, Florida 33407

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Assistant Secretary

John J. Malt
1575 Olmeda Way
Fort Myers, Florida 33901

ARTICLE XII

Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including legal fees, reasonable incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director, or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that, in the event of a settlement this right of indemnification will only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII

BY-LAWS

By first By-Laws of the Association will be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by said By-Laws.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 25 day of July, 1978.

Mildred B. Malt
Mildred B. Malt

Richard Malt
Richard Malt

Robert C. Malt
Robert C. Malt

STATE OF FLORIDA }
COUNTY OF LEE } ss

I HEREBY CERTIFY that MILDRED B. MALT on this day personally

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appeared before me, the undersigned authority, and she acknowledged before me that she executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of July, 1978.

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Aug. 29, 1981
Notary Public [Signature]

STATE OF FLORIDA }
COUNTY OF LEE } S

I HEREBY CERTIFY that ROBERT C. MALT on this day personally appeared before me, the undersigned authority, and he acknowledged before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of July, 1978.

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Aug. 29, 1981
Notary Public [Signature]

STATE OF FLORIDA }
COUNTY OF LEE } S

I HEREBY CERTIFY that C. RICHARD MALT on this day personally appeared before me, the undersigned authority, and he acknowledged before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of July, 1978.

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Aug. 29, 1981
Notary Public [Signature]

OFF. REC. 1298 PG 1514

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That PARKWOODS III HOMEOWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Fort Myers, County of Lee, State of Florida has named JOHN J. MALT

located at 1700 Park Meadow Drive
(Street address and number of building,
Post Office Box address not acceptable)

City of Fort Myers, County of Lee, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

By: [Signature]
(Resident Agent)

SAL. HERMAN
CLERK OF CIRCUIT COURT
SEP 11 4 04 PM '78
FILED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORDS & ADMIN.

6P

Amendment

parkwoods homeowners association, phase III, inc.

3274610

OR2332 Pg0431

AMENDMENTS TO BY-LAWS OF PARKWOODS' HOMEOWNERS ASSOCIATION, PHASE III

(A corporation not for profit under the laws of the State of Florida)

ANNUAL MEETING PARKWOODS HOMEOWNERS' ASSOCIATION, PHASE III, SEPTEMBER 15, 1992

The Directors of Parkwoods III move to amend the By-Laws of said Association:

Official Record 1298, Page 1497
Article I -- IDENTITY, Paragraph A.

The correct mailing address of the Association shall be P.O. Box 061376, Fort Myers, Florida 33906-1376

Official Record 1298, Page 1502
Article VI -- FISCAL MANAGEMENT, Paragraph C, Assessments.


Assessments against the owners for their share of the items of the budget shall be payable quarterly in advance for during the year for which the assessments are made. Such assessments shall be due in four (4) equal installments on the first (1st) day of JANUARY, APRIL, JULY and OCTOBER of each year for which the assessments are made. If the quarterly assessment (maintenance) is not received by the 10th day of the due month, a penalty of 18% of the total quarterly maintenance payment will be added to the amount due. Each owner delinquent as of the end of the due date period will be notified in writing of the fact and the amount of delinquency. If the full amount due is not paid within thirty (30) days after notice, the delinquency will be referred to the Association Attorney. The attorney has the authority of the Association to proceed with collection action which may include the filing of lien -- with the ultimate possibility of foreclosure to recover monies due the Association. If it becomes necessary to seek such legal recourse, the delinquent owner will become responsible for all legal costs in recovery.

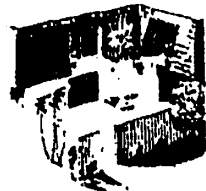
The foregoing was adopted as an amendment to the By-Laws of PARKWOODS HOMEOWNERS ASSOCIATION, INC., Phase III, a corporation not for profit under the laws of the State of Florida, at the Homeowners annual meeting, September 15, 1992

Cecily D. Smith
President- Parkwoods Homeowners, Phase III

Witness my hand and official seal this 25 day of September, 1992
Know Personally

Karen R. Smith
Notary Public, State of Florida

 KAREN R. SMITH
Notary Public, State of Florida
My comm. expires Sept. 3, 1994
Comm. No. CC043072



• p.o. box 061376 • fort myers, florida 33906-1376 •

RECORD PREPARED - CHARLIE GREEN, CLERK
BY: G. STEVENSON, P.C.

CHARLIE GREEN LEE CIV FL
92 OCT -6 PM 3:45