

**BYLAWS  
OF  
KINGS GREENS AT MAJESTIC CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I: IDENTITY

Kings Greens at Majestic Condominium Association, Inc., a Florida non-profit corporation (the "Association") is a corporation organized and existing pursuant to the laws of the State of Florida for purposes of operating and administering Kings Greens at Majestic, a Condominium located in Lehigh Acres, Lee County, Florida (the "Condominium").

Section 1. Principal Office. The principal office of the Association shall be at 350 Homestead Road, Lehigh Acres, Florida 33936, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. Definitions. Unless the context otherwise requires, all terms in these Bylaws shall have the same meaning as are attributed to them in the Articles and Declaration.

ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association. **Membership in the Association shall be limited to owners of Units in the Condominium.** Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership of the former Owner in the Association, and said membership shall become vested in the transferee, subject to the Association's approval. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, and enjoy the other rights and responsibilities of membership, but, as hereinafter indicated, the vote of a Unit shall be cast by the voting member. **If Unit ownership is vested in a corporation, said corporation shall designate an individual as its voting member.**

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel, where the approval of the Board of Directors of the Association is required by these Bylaws and the Declaration of Condominium, shall be accompanied by an application fee in an amount to be set by the Board.

Section 2. Voting.

(a) There shall be one (1) vote per Unit. The owner(s) of each Condominium Unit shall be entitled to one vote for each Unit owned. If a condominium Unit owner owns more than one Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) A majority of the members who are present in person or by proxy pursuant to applicable Florida law and are entitled to vote under Section 5 of this Article at a meeting at which a quorum is present shall decide any question upon which the members are entitled to vote, unless the Declaration of Condominium, Articles of Incorporation, Bylaws, or agreement entered into by the Association provides otherwise, in which event the voting percentage required in said documents shall control.

Section 3. Quorum. The presence in person, or by limited or general proxy pursuant to applicable Florida law, of a majority of the members entitled to vote under Section 5 hereof shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the secretary prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein, and lawful adjournments thereof. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by either husband or wife where a third person is designated.

Section 5. Designation of Voting Member. If a Unit is owned by one person, such person's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate signed by all of the record owners of the Unit and filed with the secretary of the Association. If a Unit is owned by a corporation, the individual entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the president or vice president, attested to by the secretary or assistant secretary of the corporation, and filed with the secretary of the Association. The person designated in such certificate as entitled to cast the vote for a Unit shall be known as the "voting member". If such a certificate is required and is not filed with the secretary of the Association, the vote of the Unit concerned may not be cast and shall not be considered in determining a quorum or for any purpose. Unless the certificate shall otherwise provide, such certificate shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. Notwithstanding the foregoing, if a Unit is owned jointly by a husband and wife, the following three provisions apply:

(a) They may, but they shall not be required to, designate a voting member by Certificate.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

### ARTICLE III: MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the secretary or manager to mail or deliver a written notice of each annual or special meeting, stating the time and place thereof and an identification of agenda items to each Unit Owner of record at least fourteen (14) days prior to such meeting, and to post at a conspicuous place on the property a copy of the notice of said meeting at least fourteen (14) continuous days preceding said meeting. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed to or served at the address of the Unit

Owner last furnished to the Association and posted as herein before set forth. An officer, agent, or other person providing the notice shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section.

Section 3. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine from time to time. At the annual meeting, the members shall elect, by plurality vote, a Board of Directors and shall transact such other business as may have been stated in the notice of said meeting. The election of the Board of Directors at the annual meeting shall be conducted in accordance with applicable provisions of Chapter 718, Florida Statutes. Cumulative voting shall be prohibited.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors or upon request in writing of voting members representing at least ten percent (10%) of the total voting interests, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 5. Waiver and Consent. Any approval by Unit Owners called for by the Condominium Act, the Declaration of Condominium or these Bylaws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Condominium Act or the Declaration of Condominium relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these Bylaws, or on matters for which action by written agreement without meeting is expressly allowed by the Declaration of Condominium or the Florida Condominium Act.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

#### ARTICLE IV: DIRECTORS

Section 1. Developer's Right to Appoint Directors. The Developer shall be entitled to elect member and/or non-member directors to the maximum extent permitted by Florida law.

Section 2. Transfer of Association Control. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will ultimately be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board on the earlier to occur of:

(a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

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

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

(e) Seven (7) years after recordation of the Declaration in the Public Records of the County.

Section 3. Membership. The affairs of the Association shall be managed by a board of three (3) directors. After the Developer is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing Board if prior to such meeting of the members, the Board votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members; or (ii) by the members at the meeting prior to the election of directors. Notwithstanding, there shall always be an odd number of directors.

Section 4. Election of Directors by Members. Election of directors to be elected by the members of the Association shall be conducted in the following manner:

(a) Within seventy-five (75) days after the members other than the Developer are entitled to elect any directors, or within seventy-five (75) days after the Developer notifies the Association that it waives its right to appoint one (1) or more directors, the Association shall call, and give not less than sixty (60) days notice of a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the Developer. Such special meeting may be called and the notice given by any member if the Association fails to do so. At such special meeting, the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so, any directors appointed by the Developer which would have been replaced by any directors elected by the members may resign without further liability or obligation to the Association. In the event such a special meeting is called and held, at the meeting the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

(b) Except as provided above, the members shall elect directors at the annual members' meetings.

(c) Notice of elections of directors and nominations of candidates shall be in accordance with the Act. Nomination may be made from the floor.

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

Section 5. Term of Office. All directors elected by the members shall serve two (2) year terms, which shall be staggered as follows: At the first meeting at which the directors are elected, each director shall be assigned a number from one (1) to three (3). The odd numbered



directors shall serve for two (2) year terms and the even numbered directors shall serve for one (1) year terms. Thereafter, all directors shall serve two (2) year terms, except that any director filling a vacancy shall only serve for the remainder of the term of the director who's vacancy is being filled.

Section 6. Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers, and the transaction of other business within ten (10) days of their election, at such place and time as shall be fixed in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

Section 8. Special Meetings. Special meetings of the Board may be called by any director, or by the president, at any time.

Section 9. Notice of Meetings. Notice of all Board and committee meetings must be posted in a conspicuous place in the Condominium at least forty-eight (48) hours in advance of a meeting except in an emergency. Notwithstanding, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed, faxed or e-mailed or delivered to the unit owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the notice requirements shall be made by an affidavit of the person providing the notice and filed among the official records of the Association. Notice of each meeting of the Board shall be given by the secretary, or by any other officer or director, which notice shall state the day, place, hour and identification of agenda items to be considered at the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph at least forty-eight (48) hours before the time at which such meeting is to be held, or by first-class mail, postage prepaid, addressed to such director at his residence or usual place of business, at least five (5) days before the day on which such meeting is to be held. Notice of a meeting of the Board need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened.

Section 10. Quorum and Manner of Acting. A majority of the directors shall constitute a quorum for the transaction of any business at a meeting of the Board. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of directors is required by statute, the Declaration, the Articles, or these Bylaws. A director may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

Section 11. Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment and, unless the time and place of the adjourned meetings are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any **business** that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Presiding Officer. The presiding officer of the Board meetings shall be the chairman of the Board if such an officer is elected; and if none, the president of the Association shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

Section 13. Order of Business. The order of business at a Board meeting may be:

- (i) Calling of roll;
- (ii) Proof of due notice of meeting;
- (iii) Reading and disposal of any unapproved minutes;
- (iv) Reports of officers and committees;
- (v) Election of officers.

**The Board may change any agenda to accommodate any meeting circumstances.**

Section 14. Open Meetings. All meetings of the Board shall be open to all members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Section 15. Committee Meetings. Except for a meeting of a committee of the Board to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget, meetings of committees of the Board are not subject to the provisions of this article, including, but not limited to, the provisions pertaining to notice, open meetings, and recording of meetings.

Section 16. Recording. Any member may tape record or videotape Board meetings, subject to reasonable rules of the Board.

#### ARTICLE V: OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice President being members of the Board of Directors shall not apply until control of the Association shall be transferred to the Unit Owners other than the Developer.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors. Officers may be elected by secret ballot pursuant to applicable Florida law.

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant treasurers, and such other officers as the Board of Directors deems necessary or appropriate.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association. The President shall have executive powers and general supervision over the affairs of the Association and other officers.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in the President's absence and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary. The Secretary shall issue notices of all Board of Directors meetings and all meetings of the Unit Owners; shall attend and keep the minutes of same; shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees, except those kept by the Treasurer.

Section 8. The Treasurer.

(a) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit in the Condominium which shall designate the name and current mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessment came due, the amount paid upon the account and the balance due.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of transactions and of the financial condition of the Association.

(c) The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Developer or other entity designated by the Board of Directors.

(d) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these Bylaws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit Owners of this Condominium or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit Owners of this Condominium or their authorized representatives. In the event the Board of Directors designates



a management firm to operate the Condominium on behalf of the Association, said management firm shall be required to follow the aforesaid provisions.

**ARTICLE VI: FINANCES AND ASSESSMENTS**

**Section 1. Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors; and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by the President or Vice President of the Association; provided, however, that the provisions of any Management Agreement entered into by the Association and a management firm designated by the Association to operate the Condominium relative to the subject matter in this Section 1 shall supersede the provisions hereof. The foregoing is further subject to the applicable provisions of the Declaration of Condominium.

**Section 2. Fidelity Bonds.** The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association who control or disburse funds of the Association, and any contractor handling or responsible for Association funds, shall be bonded. The amount of the bond shall be determined by the Board of Directors, but in no event shall it be less than the minimum amount required under Florida law. The Association shall bear the cost of bonding.

**Section 3. Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless changed by the Board.

**Section 4. Determination of Assessments.**

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration of Condominium, water and sewer and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium or Florida law. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium; provided, however, the Association shall not charge any fee against a Unit Owner for the use of Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing common expenses as provided in the Declaration of Condominium and exhibits attached thereto. Said Assessments shall be payable monthly in advance and shall be due on the first day of each month in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as herein before provided for regular assessments and shall be payable in the manner determined by the Board of Directors.



(b) All funds due from Unit Owners not as Common Expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association, or its agents.

(c) An annual budget and level of Assessment for ~~Common Expenses~~ <sup>OR BOOK Expenses</sup> sufficient to fund such budget shall be proposed and adopted by the Board of Directors in accordance with the Florida Condominium Act. The Board shall hand deliver or mail, or cause to be mailed, to each Unit Owner a notice of the Board of Directors meeting at which the budget will be considered not less than fourteen (14) days prior to said meeting. Such notice shall include a copy of the proposed annual budget and Assessment as well as the time and place for the meeting which shall be open to the Unit Owners. If the Association shall fail for any reason to adopt a budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and Assessment for the previous year shall continue in effect until changed by the Association.

If the adopted budget requires an Assessment against the Unit Owners in any fiscal year exceeding one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within thirty (30) days upon not less than ten (10) days written notice to each Unit Owner. At this special meeting, Unit Owners shall consider and enact a budget upon the vote of the members representing a majority of all voting interests. If a special meeting of the Unit Owners has been called pursuant to this section and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar Assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterment to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessment without prior approval of the members representing a majority of all voting interests.

(d) All Assessments shall be payable to the Treasurer of the Association, subject, however, to the provisions of a Management Agreement for as long as it shall remain in effect providing for collection of such Assessments directly by an Association designated management firm, and also subject to any specific applicable provisions in the Declaration of Condominium.

Section 5. Application of Payments and Commingling of Funds. Reserve and operating funds collected by the Association, or by an Association designated management firm as long as a Management Agreement shall be in effect, may not be commingled in a single fund for purposes of investment unless otherwise permitted by the Condominium Act, in which event any decision to commingle funds must be made by the Board of Directors. All Assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration of Condominium, or (2) as provided by a Management Agreement as long as the Management Agreement remains in effect, or thereafter, as the Board of Directors determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association. If so designated by the Board, a management firm shall maintain separate accounting records for each condominium it manages pursuant to the provisions of such Management Agreement and the Florida Condominium Act.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Association may accelerate the monthly installment for the remainder of the fiscal year upon notice thereof to the Unit Owner and, thereupon, the unpaid installments of the assessment together with the monthly assessments for the remainder of the fiscal year shall become due upon the date of recording a claim of lien in the public records. The acceleration of installments may be repeated at the end of each fiscal year thereafter if at the end of such period there remains any sums due and unpaid.

#### ARTICLE VII: UNAUDITED FINANCIAL STATEMENTS

In addition to any reporting requirements contained in Chapter 718, Florida Statutes, or any applicable provision of Florida law, the Board, or its agents, shall (1) render to the members of the Association an unaudited financial statement for each fiscal year no later than two months after the end of the fiscal year, and (2) perform internal audits of the Association's financial records for the purpose of verifying the same, but no independent or external audit shall be required of it.

#### ARTICLE VIII: COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation by a Unit Owner of any of the provisions of the Declaration of Condominium, these Bylaws, or the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail or delivered in person. If such violation shall continue for a period of thirty (30) days from the date of the notice in the case of violations involving alterations and structural changes to the Unit and five (5) days from the date of the notice in the case of all other violations, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the Bylaws, or the pertinent provisions of the Condominium Act, and the Association shall have the following elections:

- (a) An action at law to recover for its damages on behalf of the Association or on behalf of the other Unit Owners;
- (b) An action in equity to enforce performance on the part of the Unit Owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act.

Section 2. Fines. In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by Chapter 718, Florida Statutes, against any owner, resident, guest or invitee, for failure to abide by any provisions of the Declaration, these Bylaws or the rules of the Association. No fine will become a lien against a Unit. A fine may be levied for each day of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under Chapter 718, Florida Statutes. No fine may be levied except

after giving reasonable notice and an opportunity for a hearing to the owner, resident, guest or invitee. Reasonable notice shall include a statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, these Bylaws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

A hearing shall be held before a committee of other unit owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. If a majority of the committee does not agree with the fine, the fine may not be levied.

Section 3. Negligence or Carelessness of Unit Owner. Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by the insurance company of rights of subrogation.

Section 4. Costs and Attorneys' Fees. In any proceeding brought by the Association pursuant to these Bylaws, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court, including appellate fees.

Section 5. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Condominium documents, or at law or in equity.

#### ARTICLE IX: ACQUISITION OF UNITS

At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of a majority of the voting members present at any regular or special meeting of the members at which a quorum is present wherein said matter is voted upon, acquire in the name of the Association or its designee a Condominium parcel being foreclosed. The term foreclosure as used in this section shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors or of the Association to do so at any foreclosure sale. The provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the

voting members be obtained. Once general authority to purchase a Unit at a foreclosure sale is obtained, the Board of Directors shall not be required to obtain the specific approval of Unit Owners regarding the sum the Board of Directors determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization. In the event of a foreclosure of the Association's lien, the Association may bid up to the amount of its judgment, including attorney's fees and costs, without the approval of the Unit Owners.

#### ARTICLE X: AMENDMENTS TO THESE BYLAWS

These Bylaws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided:

- (a) Notice of the meeting shall contain a statement of the proposed amendment.
- (b) The amendment shall be approved upon the affirmative vote of two-thirds (2/3rds) of the entire voting interests.
- (c) Said amendment shall be recorded and certified as required by the Condominium Act.
- (d) No amendment to these Bylaws shall be made which affects any of the rights and privileges provided to the Developer in the Condominium documents without the written consent of the Developer.

#### ARTICLE XI: INDEMNIFICATION

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE XII: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

#### ARTICLE XIII: LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by other owners or persons.



ARTICLE XIV: PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Florida Condominium Act, the Declaration of Condominium, or these Bylaws, unless the Board shall decide otherwise to accommodate the circumstances.

ARTICLE XV: MORTGAGE REGISTER

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Association, or its agent maintaining same, may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE XVI: RULES AND REGULATIONS

In addition to the rules and regulations set forth in the Declaration of Condominium, the rules and regulations adopted and amended by the Board from time to time shall govern the use of the Units, Common Elements, Limited Common Elements, and any other Condominium Property, and also the conduct of all residents thereof. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. In the event of any conflict between the rules and regulations adopted from time to time and the Condominium documents or the Florida Condominium Act, the latter shall prevail.

ARTICLE XVII: ARBITRATION

As required by the Florida Condominium Act, all issues or disputes which are recognized by the Florida Condominium Act or by administrative rules promulgated under the Florida Condominium Act as being required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

ARTICLE XVIII: EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Florida Condominium Act:

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board of Directors of the Association may:

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

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

Section 2. During any emergency defined in Section 6 below:

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

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

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association binds the Association and shall have the presumption of being reasonable and necessary.

Section 4. An officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the Bylaws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

#### ARTICLE XIX: CERTIFICATE OF COMPLIANCE

A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of Compliance of the Condominium Units to the applicable fire and safety codes.

#### ARTICLE XX: INQUIRIES

When a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

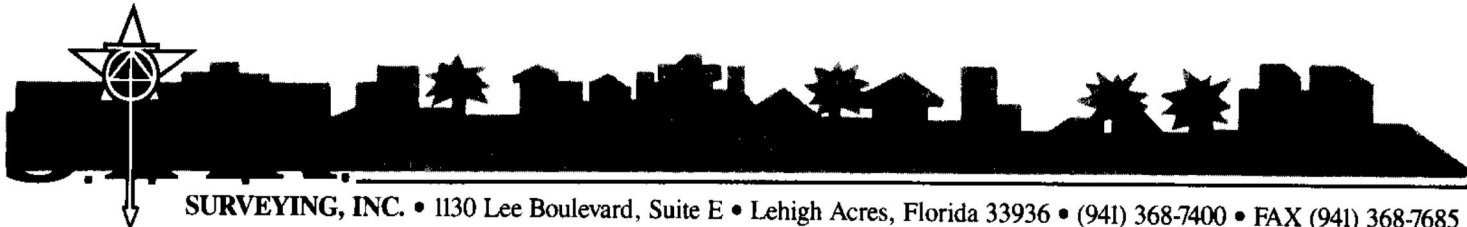
(Remainder of page intentionally left blank)

The foregoing were adopted as the Bylaws of the Association on the 9<sup>th</sup> day of January, 2003.

MAJESTIC DEVELOPMENT COMPANY,  
L.L.C., a Florida limited liability company

By: Majestic Golf, L.L.C., a Florida  
limited liability company, Its  
Managing Member

By: Joe D. Carrick  
Print Name: JOE D. CARRICK  
Its Managing Member



**SURVEYING, INC.** • 1130 Lee Boulevard, Suite E • Lehigh Acres, Florida 33936 • (941) 368-7400 • FAX (941) 368-7685  
**Robert M. Still** President                      **Registered Land Surveyors**                      **Christopher B. Still** Vice President

King's Green at Majestic Golf Club  
 Surveyor's Certification

I, Christopher B. Still, Florida Professional Surveyor and Mapper, hereby certify that the improvements of building 1 and building 6, as indicated on the attached site plan dated January 9, 2003 is complete so that these materials, together with the provisions of the Declaration of Condominium describing the condominium property as relates to survey matters only, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements, limited common elements and of each unit can be determined from these materials and that all planned improvements, including but not limited to landscaping, utility services and access to the units and common element facilities serving the building in which the units to be conveyed are located are complete.

S.T.A.R. Surveying, Inc.

Christopher B. Still  
 P.S.M. #5941

STATE OF FLORIDA  
 COUNTY OF LEE

The foregoing instrument was acknowledged before me as of 11/9/03 by Christopher B. Still, Vice-President of S.T.A.R. Surveying, Inc., Lehigh Acres, Florida, on behalf of the corporation. He is personally known to me and did not take an oath.



Jere D Carrick  
 My Commission DD057120  
 Expires September 18, 2005

Notary Public

My Commission Expires:



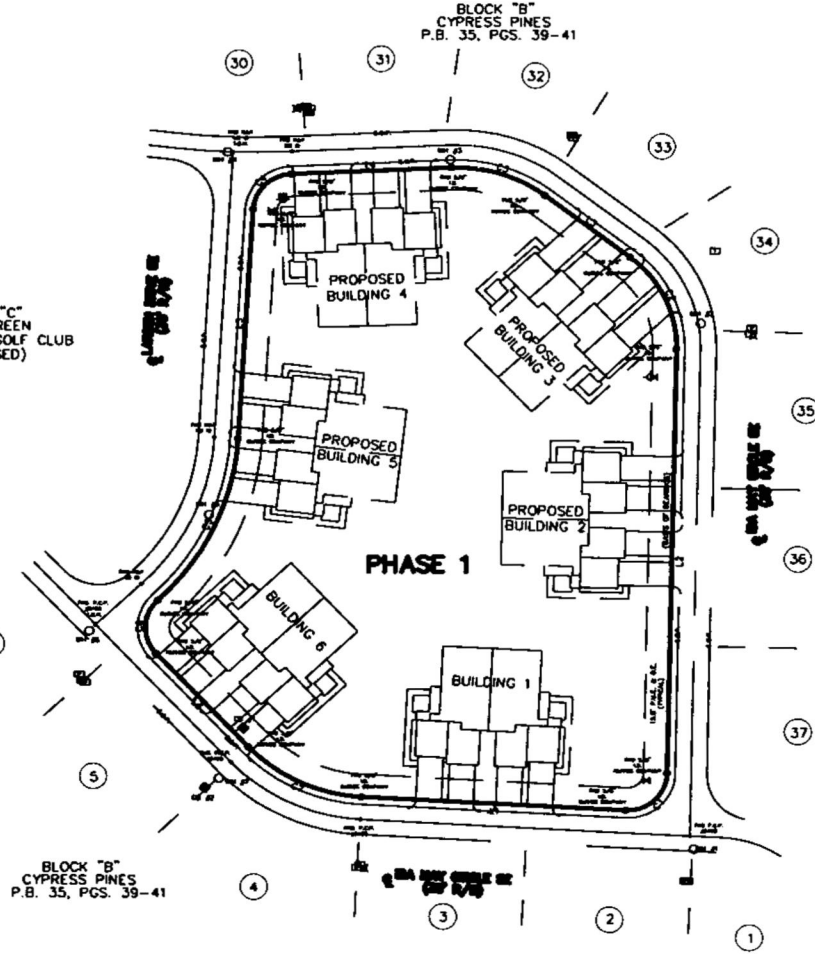
**KING'S GREEN  
AT MAJESTIC GOLF CLUB  
PHASE 1**  
SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST

NUMBER	DIRECTION	DISTANCE
L1	N 87°05'57" W	166.29'
L2	S 01°09'50" W	281.97'
L3	S 52°35'57" E	67.70'
L4	N 87°24'03" E	101.22'
L5	S 03°24'03" W	153.01'
L6	N 43°05'57" W	85.00'

NUMBER	DELTA ANGLE	RADIUS	ARC
C1	91°44'13"	25.00	40.03
C2	53°45'47"	75.00	70.38
C3	40°00'00"	90.00	62.83
C4	84°00'00"	25.00	36.65
C5	43°30'00"	159.86	121.37
C6	90°00'00"	25.00	39.27
C7	44°00'00"	105.00	80.63

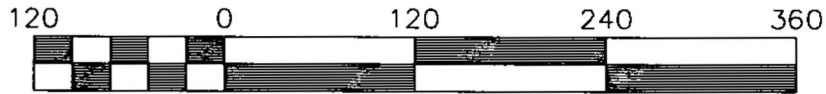
TRACT "C"  
KING'S GREEN  
AT MAJESTIC GOLF CLUB  
(PROPOSED)

**LEGAL DESCRIPTION**  
TRACT "B"  
CYPRESS PINES  
SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST  
PLAT BOOK 35, PAGE 40  
LEE COUNTY, FLORIDA



**SYMBOLS**

○	SANITARY MANHOLE
□	TELEPHONE BOX
⊗	CONC. LIGHT POLE
⊠	ELECTRIC BOX OR TRANSFORMER
⊞	WATER METER
⊕	FIRE HYDRANT
⊖	WATER VALVE
⊓	PALM TREE
L1	LINE NUMBER
C1	CURVE NUMBER
■	CATCH BASIN
—	EXISTING ELEVATIONS



SURVEY WAS BASED ON DESCRIPTIONS PROVIDED BY CLIENT AND EXISTING MONUMENTATION

PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

PARCEL LIES IN FLOOD ZONE B. BASE FLOOD ELEVATION OF N/A. THIS INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP 125124 0375 B. (NOT PRINTED).

THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS INFORMATION MUST BE VERIFIED WITH ALL PERMITTING REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.

UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE SHOWN.

THIS PLAT PREPARED AS A BOUNDARY SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD COMMISSION OR OTHER ENTITY.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHRISTOPHER B. STILL, P.S.M. 5941  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA

- THIS CERTIFICATION IS ONLY FOR THE LANDS HEREIN DESCRIBED.
- IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

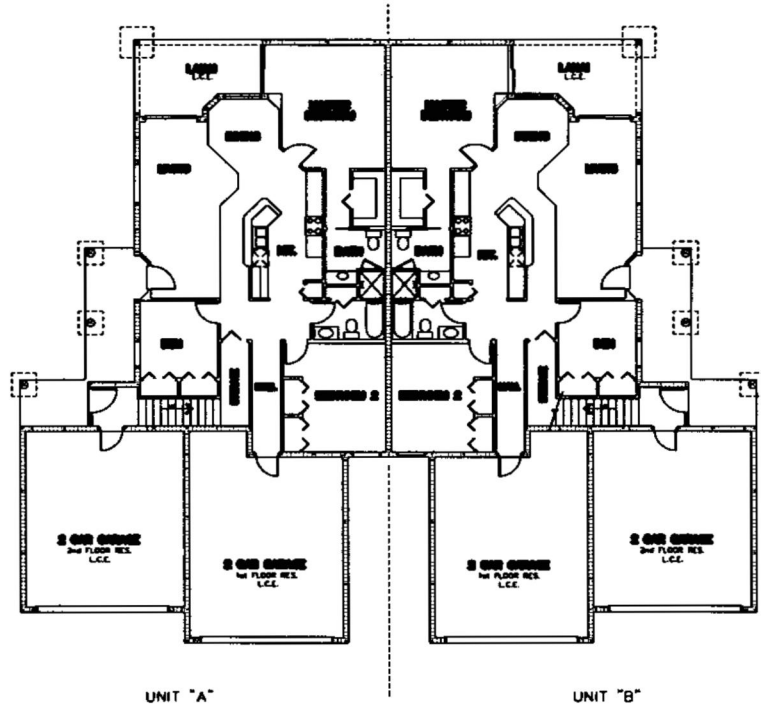
**STAR SURVEYING, INC.** (LB5449)  
PROFESSIONAL SURVEYOR AND MAPPERS

1130-E LEE BOULEVARD, LEHIGH ACRES, FLORIDA 33936  
(239) 368-7400 (239) 368-7885

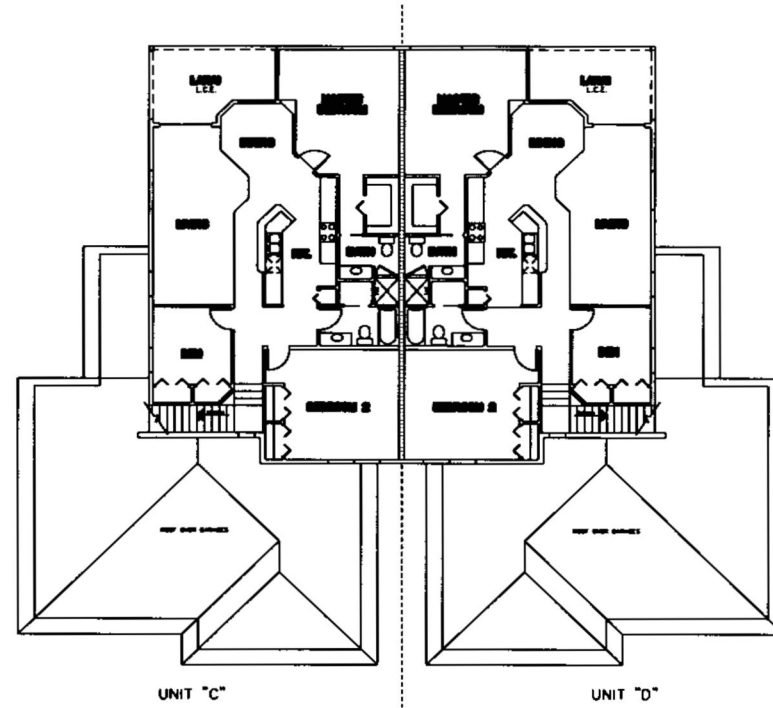
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DRAWN BY:	C.B.S.
SCALE:	1" = 120'
SHEET	2 OF 3

# KING'S GREEN AT MAJESTIC GOLF CLUB PHASE 1

SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST



FIRST FLOOR PLAN



SECOND FLOOR PLAN

NOTE:  
L.C.E. = LIMITED COMMON ELEMENT

**STAR SURVEYING, INC.** (LB5449)  
PROFESSIONAL SURVEYOR AND MAPPERS  
1130-E LEE BOULEVARD, LEHIGH ACRES, FLORIDA 33936  
(239) 368-7400 (239) 368-7685

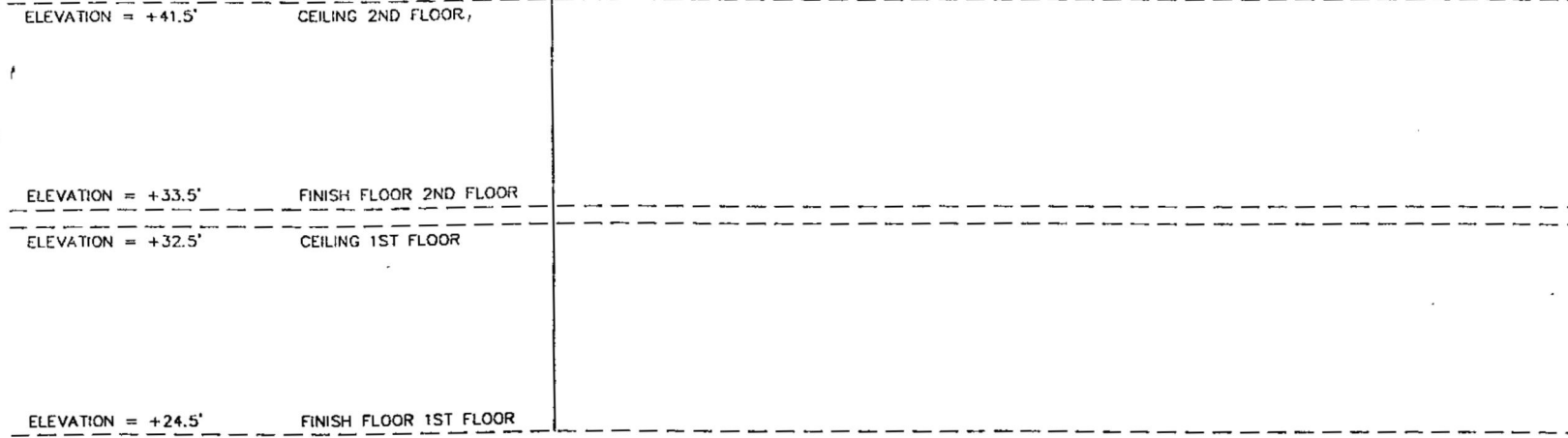
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JOB NUMBER:	2132-0
DRAWN BY:	C.B.S.
SCALE:	1/16" = 1'
SHEET	3 OF 3



# KING'S GREEN AT MAJESTIC, A CONDOMINIUM (PROPOSED PHASE 1)

SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST

25' 7" PLUS OR MINUS  
TO TOP



## ELEVATION

- ELEVATIONS ARE BASED ON N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM) AND U.S.C. & G.S. (UNITED STATES COASTAL AND GEODETIC SURVEY).
- ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.

**S.T.A.R. Surveying, Inc.** (LB5449)  
 Professional Surveyors and Mappers  
 1130-E Lee Boulevard, Lehigh Acres, Florida 33936  
 (941) 368-7400 (941) 368-7885 (Fax)

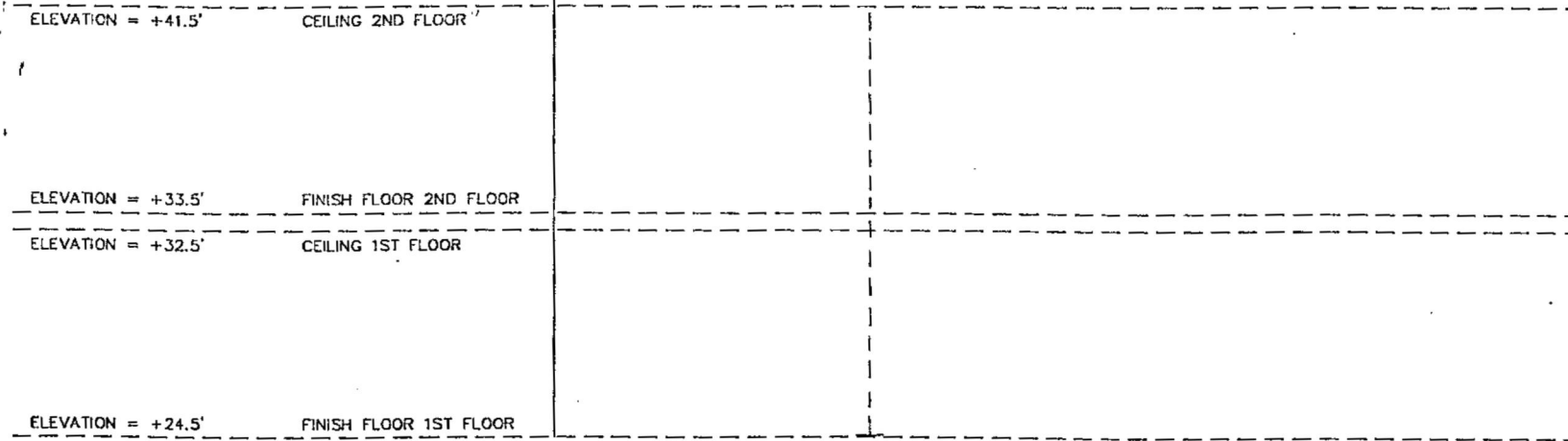
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DRAWN BY:	C.B.S.
SCALE:	NOT TO SCALE
SHEET:	4 of 12



# KING'S GREEN AT MAJESTIC, A CONDOMINIUM (PROPOSED PHASE 1)

SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST

25' 7"  $\pm$  PLUS OR MINUS  
TO TOP



## ELEVATION

Buildings 1-6

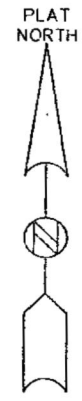
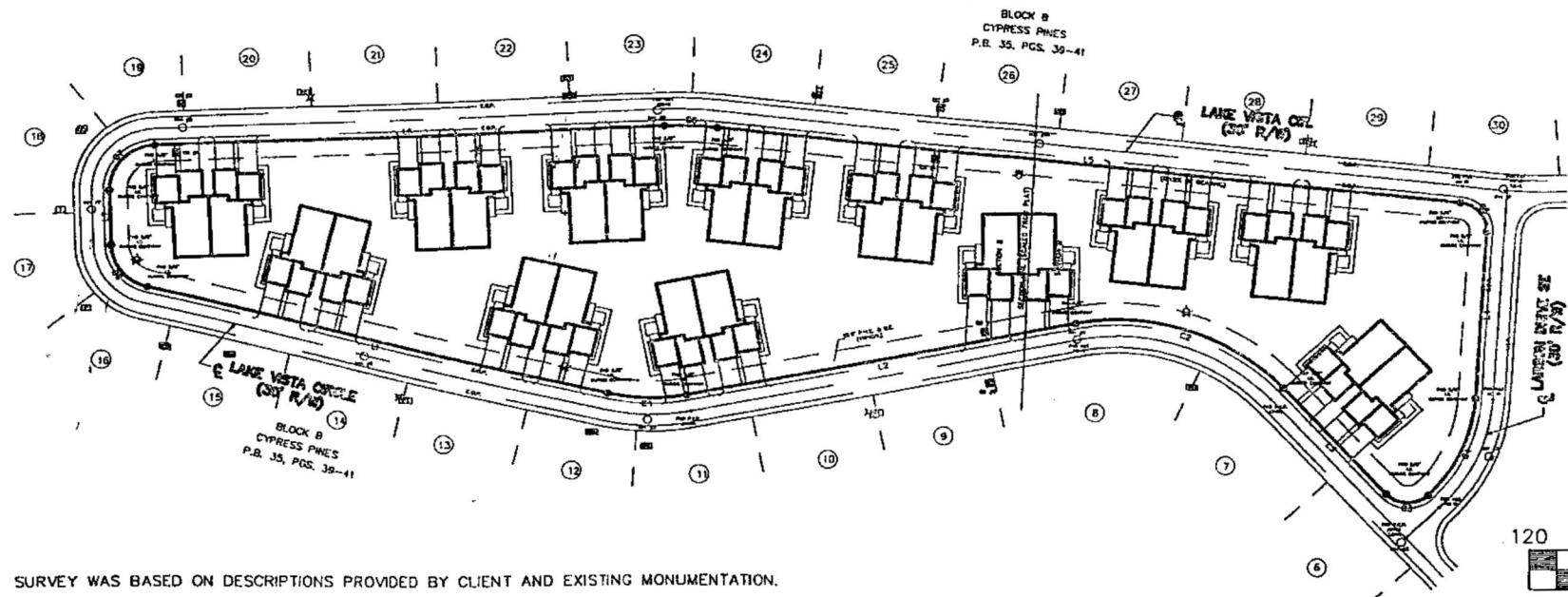
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 (941) 368-7400 (941) 368-7685 (Fax)

DATE:	9-30-02
JOB NUMBER:	2132-0
DRAWN BY:	C.B.S.
SCALE:	NOT TO SCALE
SHEET:	4 of 12

**KING'S GREEN**  
**AT MAJESTIC, A CONDOMINIUM**  
**PROPOSED PHASE 2**  
 SECTIONS 8 & 9  
 TOWNSHIP 45 SOUTH, RANGE 27 EAST  
 LEE COUNTY, FLORIDA

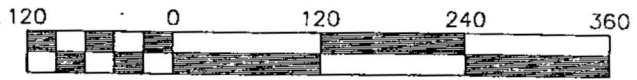
OR BOOK 03819 PAGE 4289



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 26°00'37" W	405.00
L2	S 78°41'03" W	340.00
L3	N 43°03'33" W	136.00
L4	S 83°14'03" W	126.74
L5	S 81°00'57" E	83.95
L6	N 87°54'03" E	435.00
L7	N 87°05'57" W	50.00

CURVE TABLE			
NUMBER	DELTA ANGLE	RADIUS	ARC
C1	25°00'00"	175.00	87.83
C2	56°00'00"	180.00	119.34
C3	90°00'00"	25.00	39.27
C4	43°30'00"	129.86	88.59
C5	87°30'00"	25.00	34.76
C6	08°00'00"	375.00	45.39
C7	88°00'00"	40.00	63.13
C8	75°00'00"	40.00	52.30

SYMBOLS	
H	COND. LIGHT POLE
S	SEWER SANITARY SEWER MANHOLE
CB	TELEPHONE BOX
EP	ELECTRIC BOX OR TRANSFORMER
FI	FIRE HYDRANT
W	WATER VALVE
BP	CATCH BASIN
WM	WATER METER
L1	LINE NUMBER
C1	CURVE NUMBER
MH	MANHOLE
CB	CATCH BASIN
	EXISTING ELEVATIONS

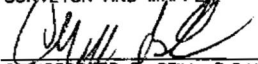


Scale 1" = 120'

SURVEY WAS BASED ON DESCRIPTIONS PROVIDED BY CLIENT AND EXISTING MONUMENTATION.  
 PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).  
 PARCEL LIES IN FLOOD ZONE B. BASE FLOOD ELEVATION OF N/A. THIS INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP 125124 Q375 B. (NOT PRINTED).  
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**BOUNDARY SURVEY**  
 TRACT "C"  
 CYPRESS PINES  
 SECTIONS 8 & 9  
 TOWNSHIP 45 SOUTH, RANGE 27 EAST  
 PLAT BOOK 35, PAGE 41  
 LEE COUNTY, FLORIDA

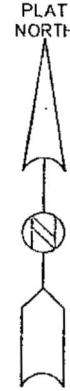
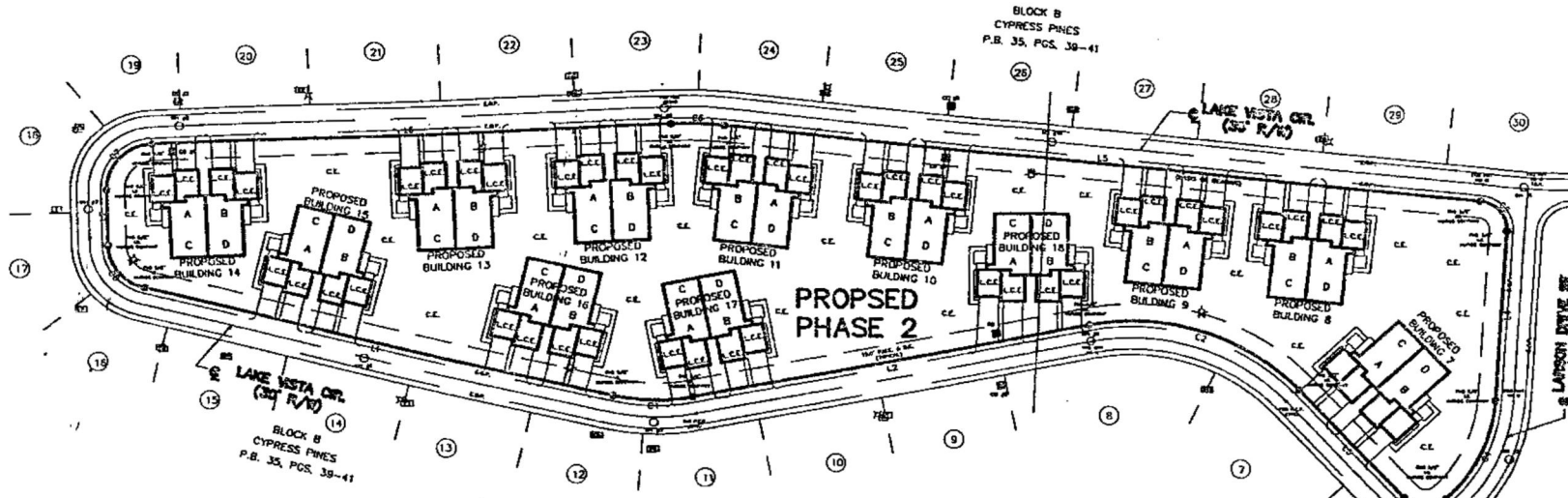
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

  
 CHRISTOPHER B. STILL, P.S.M. 5941  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA

**S.T.A.R. Surveying, Inc. (185449)**  
**Professional Surveyors and Mappers**  
 1130-E Lee Boulevard, Lehigh Acres, Florida 33936  
 (941) 368-7400 (941) 368-7685 (Fax)

DATE:	9-30-02
JOB NUMBER:	2132-0
DRAWN BY:	C.B.S.
SCALE:	1" = 120'
SHEET:	5 of 12

**KING'S GREEN  
AT MAJESTIC, A CONDOMINIUM  
PROPOSED PHASE 2**  
SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST  
LEE COUNTY, FLORIDA



**LINE TABLE**

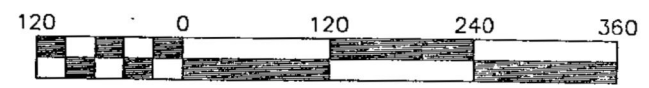
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L1	N 78°00'57" W	405.00'
L2	S 78°24'03" W	340.00'
L3	N 43°05'57" W	130.00'
L4	S 03°24'03" W	154.74'
L5	S 84°03'57" E	636.85'
L6	N 02°54'03" E	135.00'
L7	N 01°33'57" E	155.00'

**CURVE TABLE**

NUMBER	BETA ANGLE	RADIUS	ARC
C1	25°00'00"	155.00'	87.63'
C2	56°00'00"	180.00'	112.34'
C3	90°00'00"	25.00'	39.27'
C4	43°30'00"	21.86'	30.39'
C5	87°30'00"	25.00'	36.18'
C6	06°00'00"	325.00'	45.33'
C7	89°00'00"	40.00'	46.13'
C8	75°00'00"	40.00'	52.34'

**SYMBOLS**

⊙	CONC. LIGHT POLE
○	SEWER MANHOLE
⊕	TELEPHONE BOX
⊞	ELECTRIC BOX OR TRANSFORMER
⊖	FIRE HYDRANT
⊕	WATER VALVE
⊞	CATCH BASIN
⊕	WATER METER
⊞	PIPE MANHOLE
⊞	CURVE NUMBER
⊞	MANHOLE
⊞	CATCH BASIN
⊞	EXISTING ELEVATION
⊞	COMMON ELEMENT
⊞	L.C.E. LIMITED COMMON ELEMENT



Scale 1" = 120'

THE UNDERSIGNED, A SURVEYOR, DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS SHOWN HEREON AND SPECIFICALLY BEING KING'S GREEN AT MAJESTIC GOLF CLUB, PHASE 2, ARE NOT COMPLETE. UPON SUBSTANTIAL COMPLETION OF CONSTRUCTION, THE DEVELOPER OR THE ASSOCIATION SHALL AMEND THE DECLARATION TO INCLUDE A SURVEYOR'S CERTIFICATE THAT STATES THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE PROPERTY AS RELATING TO MATTERS OF SURVEY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT, AND WHERE APPLICABLE, THE LIMITED COMMON ELEMENTS CAN BE DETERMINED FROM THESE MATTERS.

CERTIFIED TO: KING'S GREEN AT MAJESTIC GOLF CLUB, SUBJECT TO QUALIFICATIONS HEREON.

DATED THIS 30 DAY OF September, 2002 A.D.  
S.T.A.R. SURVEYING, INC.

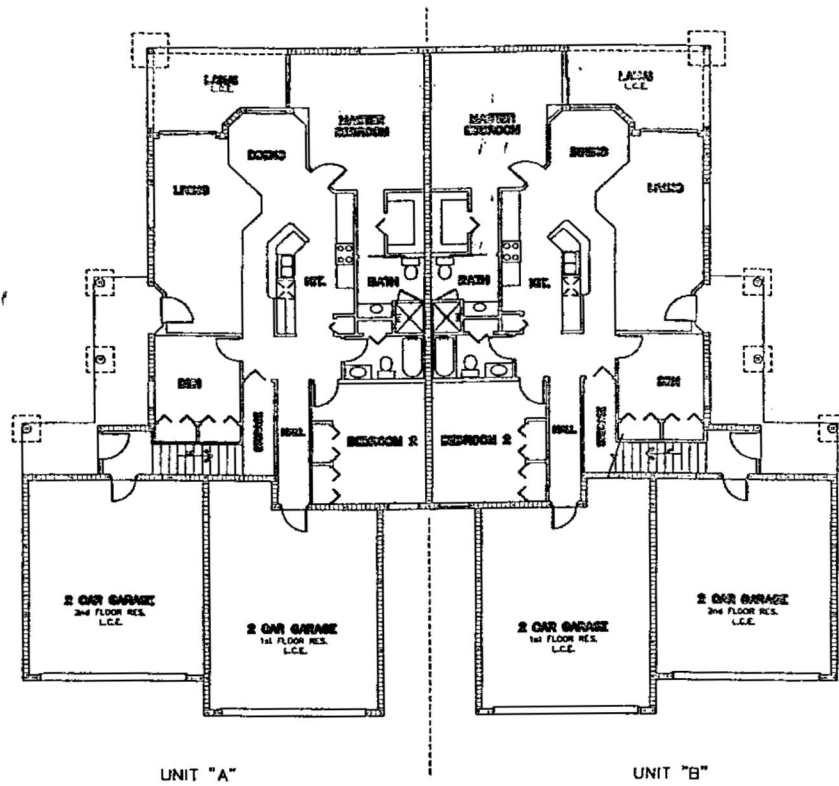
*Christopher B. Still*  
CHRISTOPHER B. STILL, P.S.M.  
FLORIDA CERTIFICATE NO. 5941

**BOUNDARY SURVEY**  
TRACT "C"  
CYPRESS PINES  
SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST  
PLAT BOOK 35, PAGE 41  
LEE COUNTY, FLORIDA

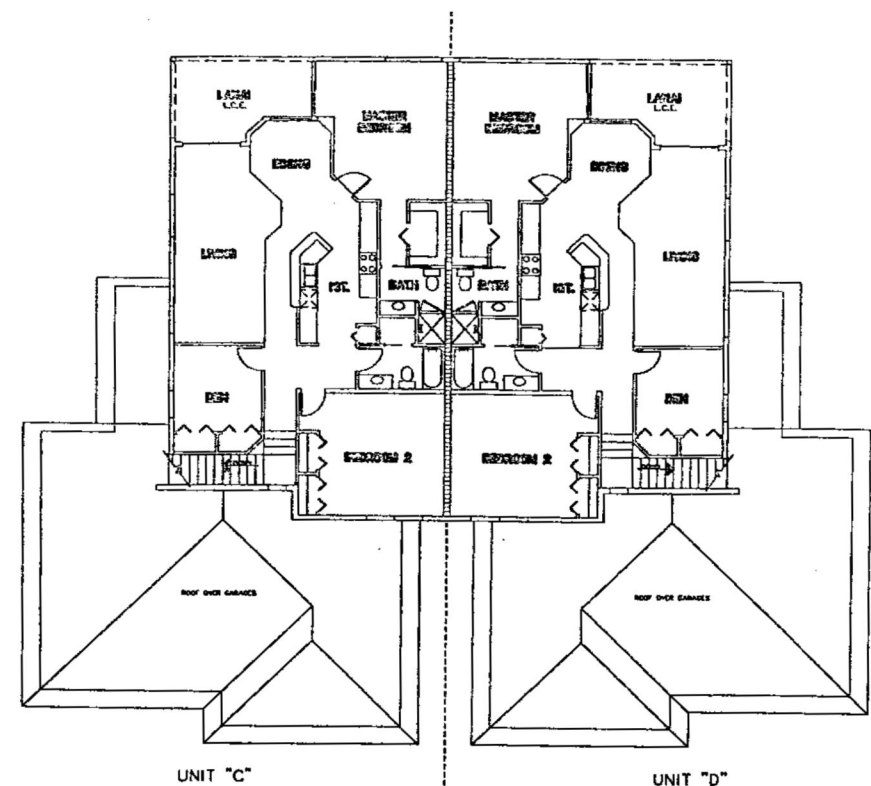
<b>S.T.A.R. Surveying, Inc. (LS5449)</b> Professional Surveyors and Mappers 1130-E Lee Boulevard, Lehigh Acres, Florida 33936 (941) 368-7400 (941) 368-7685 (Fax)		DATE: 9-30-02
		JOB NUMBER: 2132-0
		DRAWN BY: C.B.S.
		SCALE: 1" = 120'
		SHEET: 6 of 12

# KING'S GREEN AT MAJESTIC, A CONDOMINIUM (PROPOSED PHASE 2)

SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST



FIRST FLOOR PLAN



SECOND FLOOR PLAN

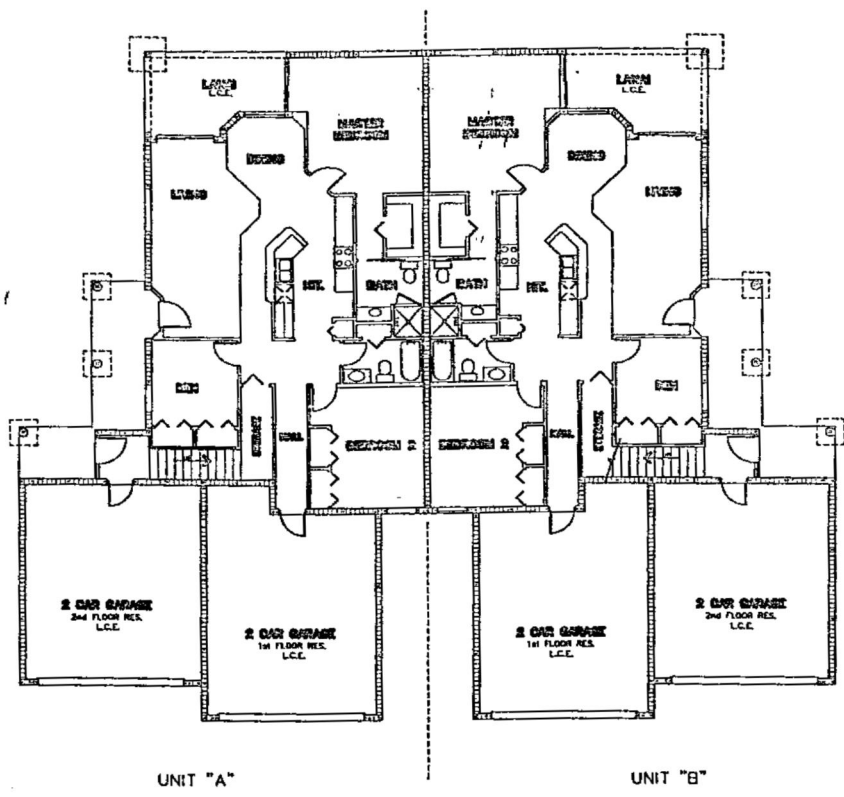
NOTE:  
L.C.E. = LIMITED COMMON ELEMENT

**S.T.A.R. Surveying, Inc.** (185449)  
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1130-E Lee Boulevard, Lehigh Acres, Florida 33936  
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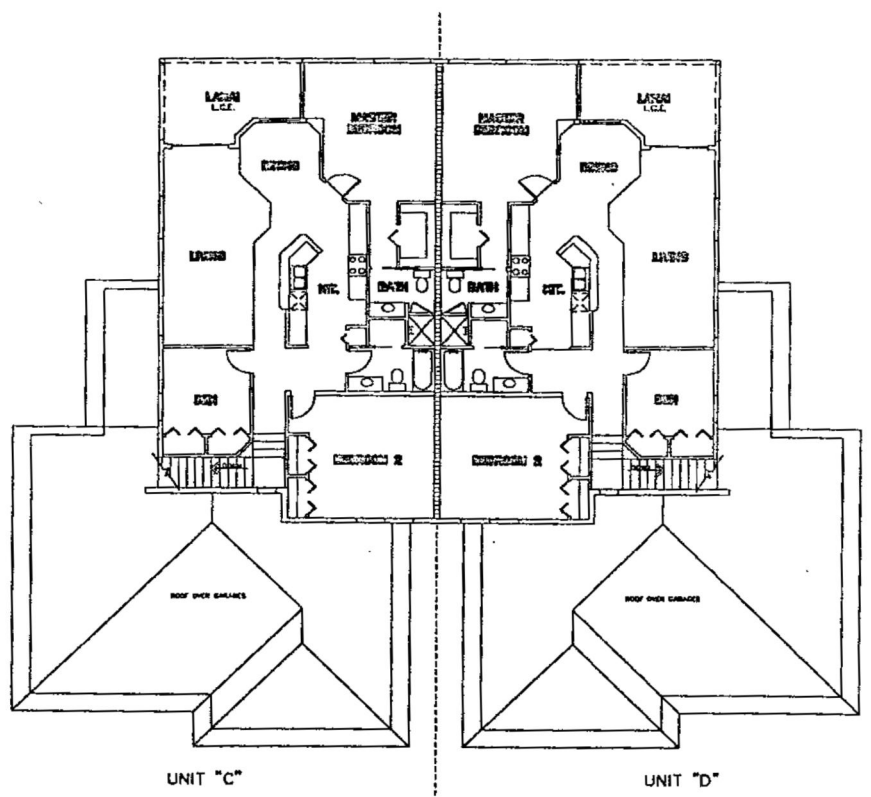
DATE:	9-30-02
JOB NUMBER:	2132-0
DRAWN BY:	C.B.S.
SCALE:	1/16" = 1'
SHEET:	7 of 12

# KING'S GREEN AT MAJESTIC, A CONDOMINIUM (PROPOSED PHASE 2)

SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST



FIRST FLOOR PLAN



SECOND FLOOR PLAN

Buildings 7-18

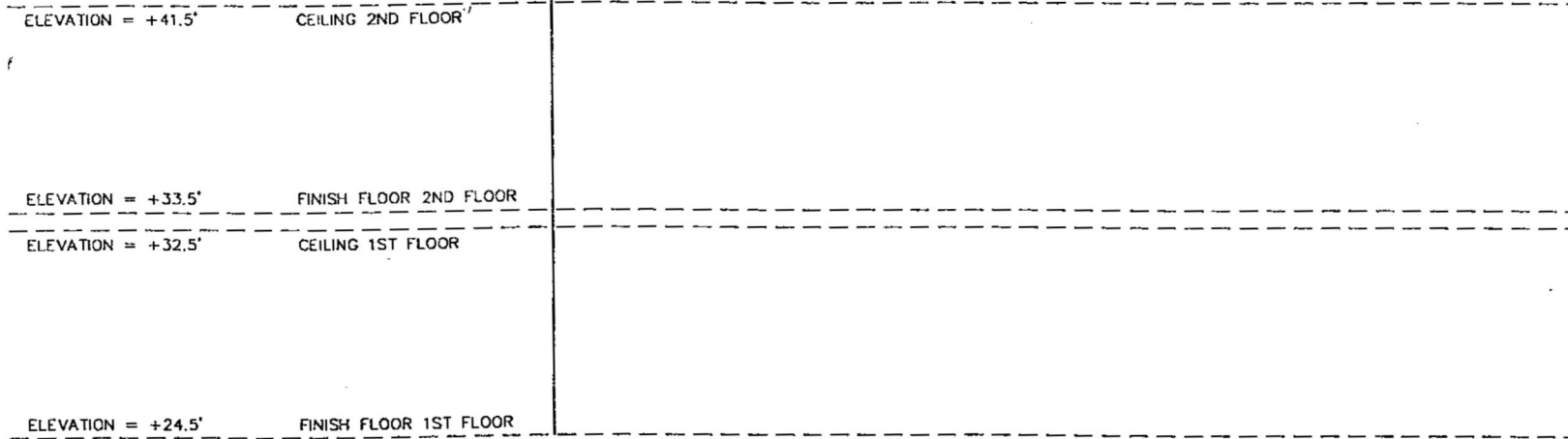
NOTE:  
L.C.E. = LIMITED COMMON ELEMENT

**S.T.A.R. Surveying, Inc.** (LS5448)  
Professional Surveyors and Mappers  
1130-E Lee Boulevard, Lehigh Acres, Florida 33936  
(941) 368-7400 (941) 368-7685 (Fax)

DATE: 9-30-02
JOB NUMBER: 2132-0
DRAWN BY: C.B.S.
SCALE: 1/16" = 1'
SHEET: 7 of 12

# KING'S GREEN AT MAJESTIC, A CONDOMINIUM (PROPOSED PHASE 2)

SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST  
25' 7" PLUS OR MINUS  
TO TOP



ELEVATION

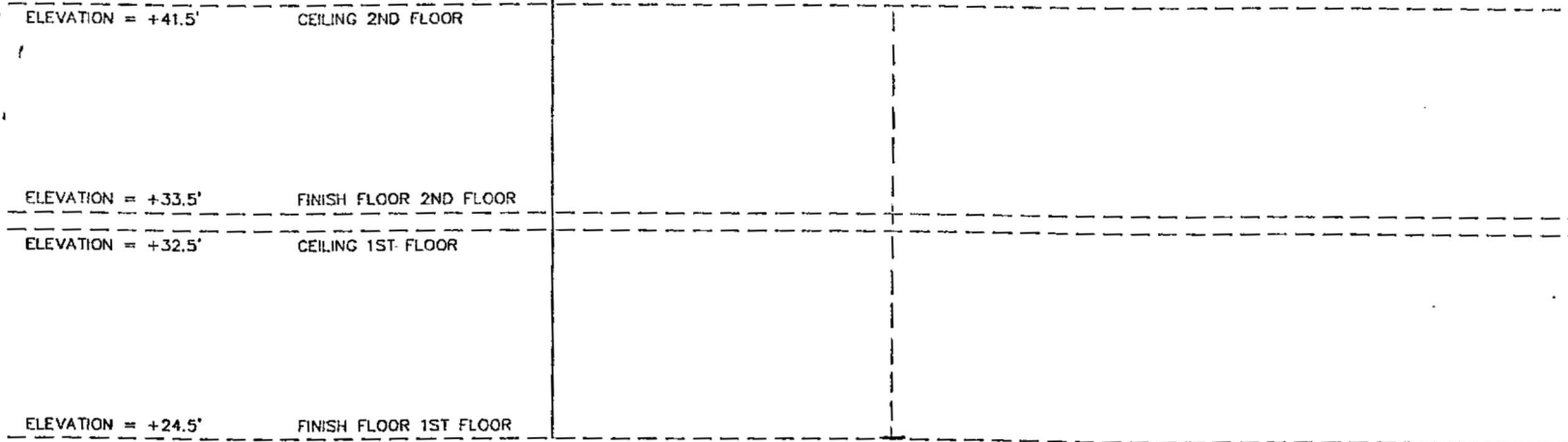
- ELEVATIONS ARE BASED ON N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM) AND U.S.C. & G.S. (UNITED STATES COASTAL AND GEODETIC SURVEY).
- ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.

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	JOB NUMBER: 2132-0
	DRAWN BY: C.B.S.
	SCALE: NOT TO SCALE
	SHEET: 8 of 12



# KING'S GREEN AT MAJESTIC, A CONDOMINIUM (PROPOSED PHASE 2)

SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST  
25' 7" PLUS OR MINUS  
TO TOP



## ELEVATION

Buildings 7-18

- ELEVATIONS ARE BASED ON N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM) AND U.S.C. & G.S. (UNITED STATES COASTAL AND GEODETIC SURVEY).
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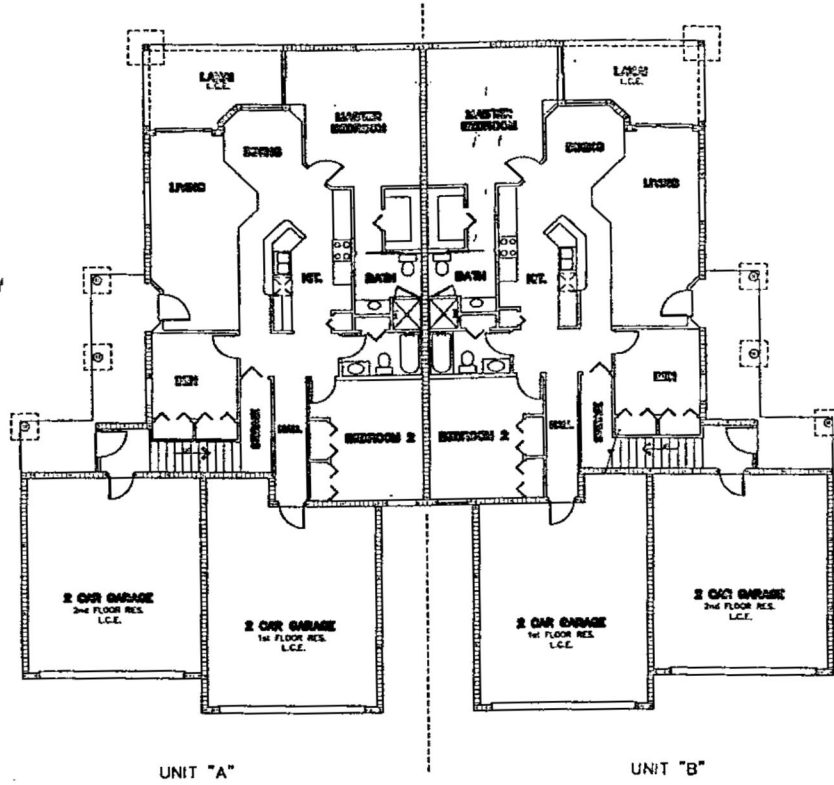
<p align="center"><b>S.T.A.R. Surveying, Inc. (185449)</b>  <b>Professional Surveyors and Mappers</b>          1130-E Lee Boulevard, Lehigh Acres, Florida 33936          (941) 388-7400 (941) 388-7685 (Fax)</p>		DATE: 9-30-02
		JOB NUMBER: 2132-0
		DRAWN BY: C.B.S.
		SCALE: NOT TO SCALE
		SHEET: 8 of 12



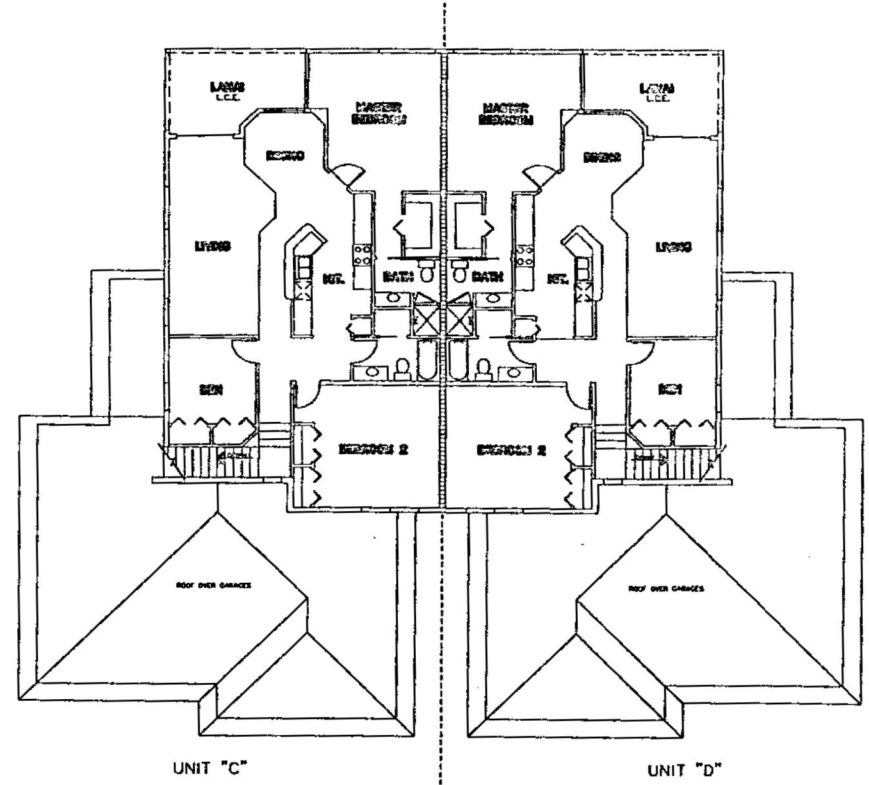


# KING'S GREEN AT MAJESTIC, A CONDOMINIUM (PROPOSED PHASE 3)

SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST



FIRST FLOOR PLAN



SECOND FLOOR PLAN

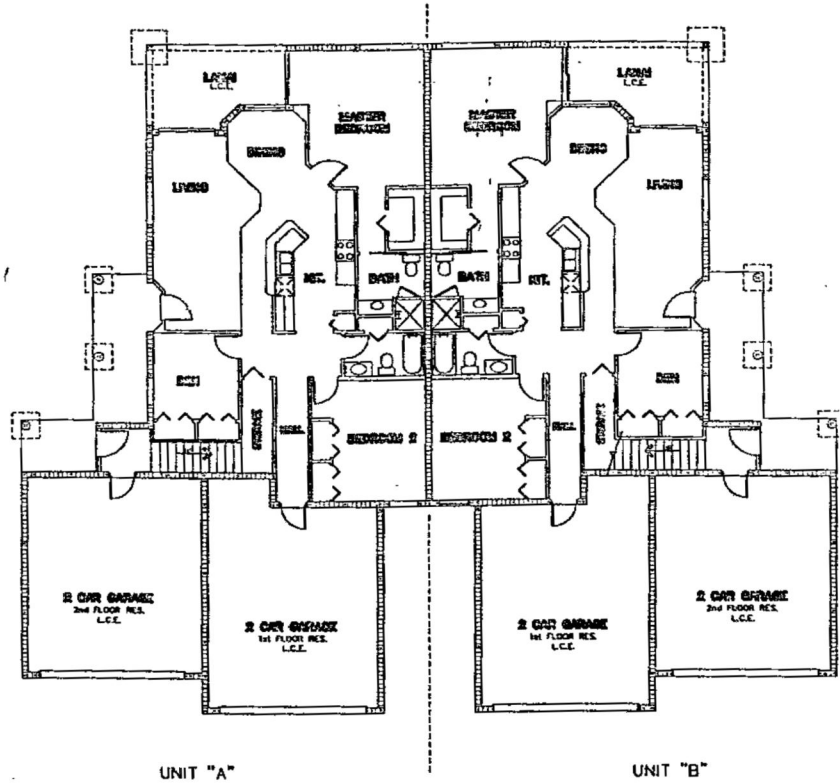
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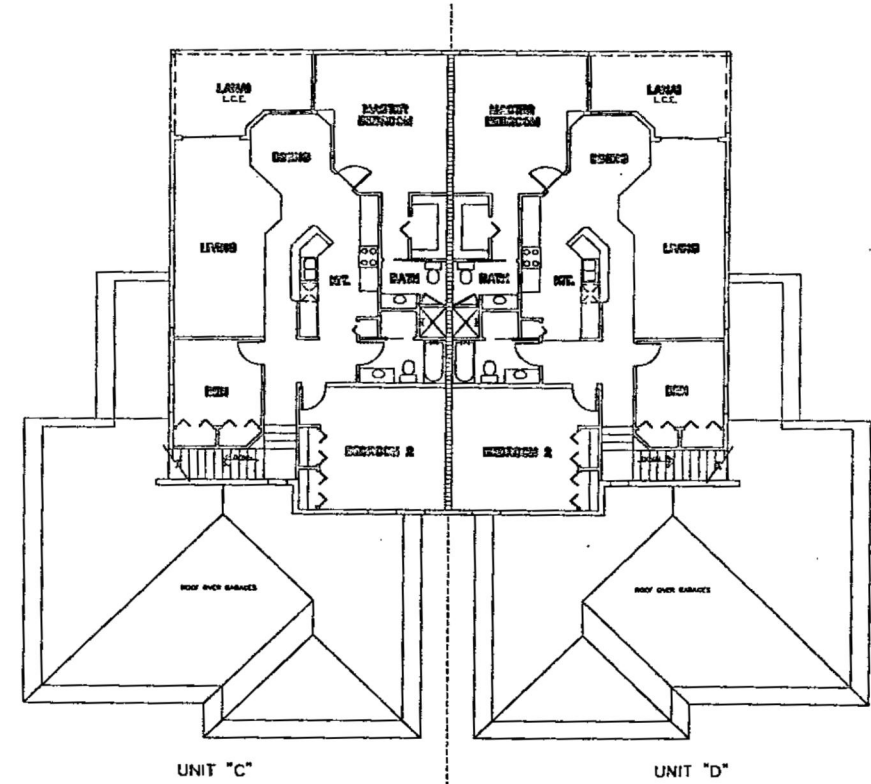
DATE: 9-30-02
JOB NUMBER: 2132-0
DRAWN BY: C.B.S.
SCALE: 1/16" = 1'
SHEET: 11 of 12

# KING'S GREEN AT MAJESTIC, A CONDOMINIUM (PROPOSED PHASE 3)

SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST



FIRST FLOOR PLAN



SECOND FLOOR PLAN

Buildings 19-35

NOTE:  
L.C.E. = LIMITED COMMON ELEMENT

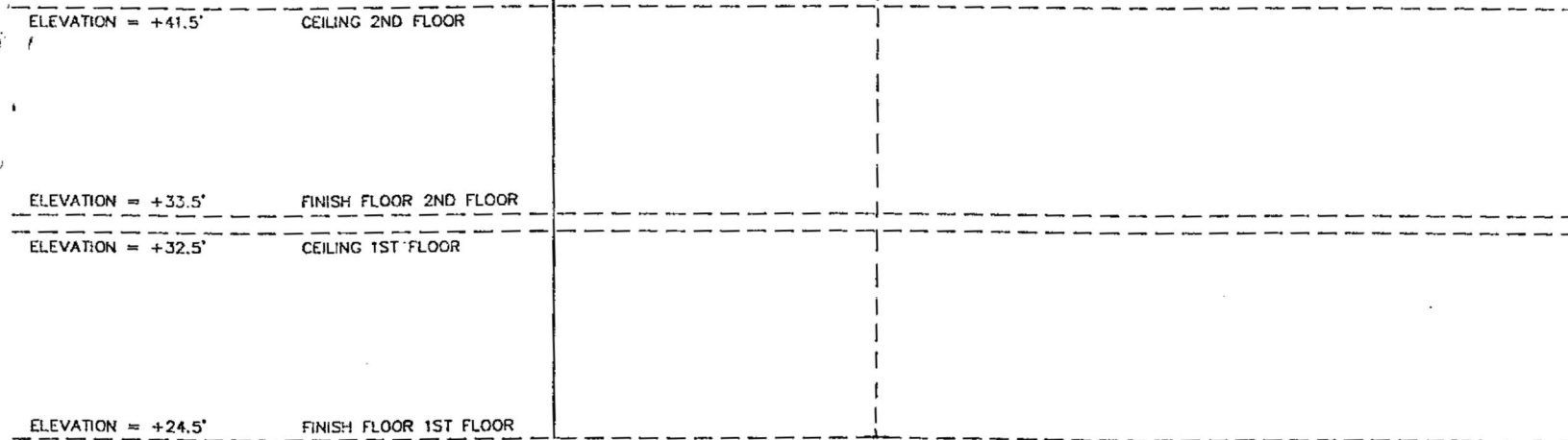
**S.T.A.R. Surveying, Inc.** (185449)  
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1130-E Lee Boulevard, Lehigh Acres, Florida 33936  
(941) 368-7400 (941) 368-7685 (Fax)

DATE:	9-30-02
JOB NUMBER:	2132-0
DRAWN BY:	C.B.S.
SCALE:	1/16" = 1'
SHEET:	11 of 12

# KING'S GREEN AT MAJESTIC, A CONDOMINIUM (PROPOSED PHASE 3)

SECTIONS 8 & 9  
TOWNSHIP 45 SOUTH, RANGE 27 EAST

25' 7" PLUS OR MINUS  
TO TOP



## ELEVATION

Buildings 19-35

- ELEVATIONS ARE BASED ON N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM) AND U.S.C. & G.S. (UNITED STATES COASTAL AND GEODETIC SURVEY).
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DATE:	9-30-02
JOB NUMBER:	2132-0
DRAWN BY:	C.B.S.
SCALE:	NOT TO SCALE
SHEET:	12 of 12

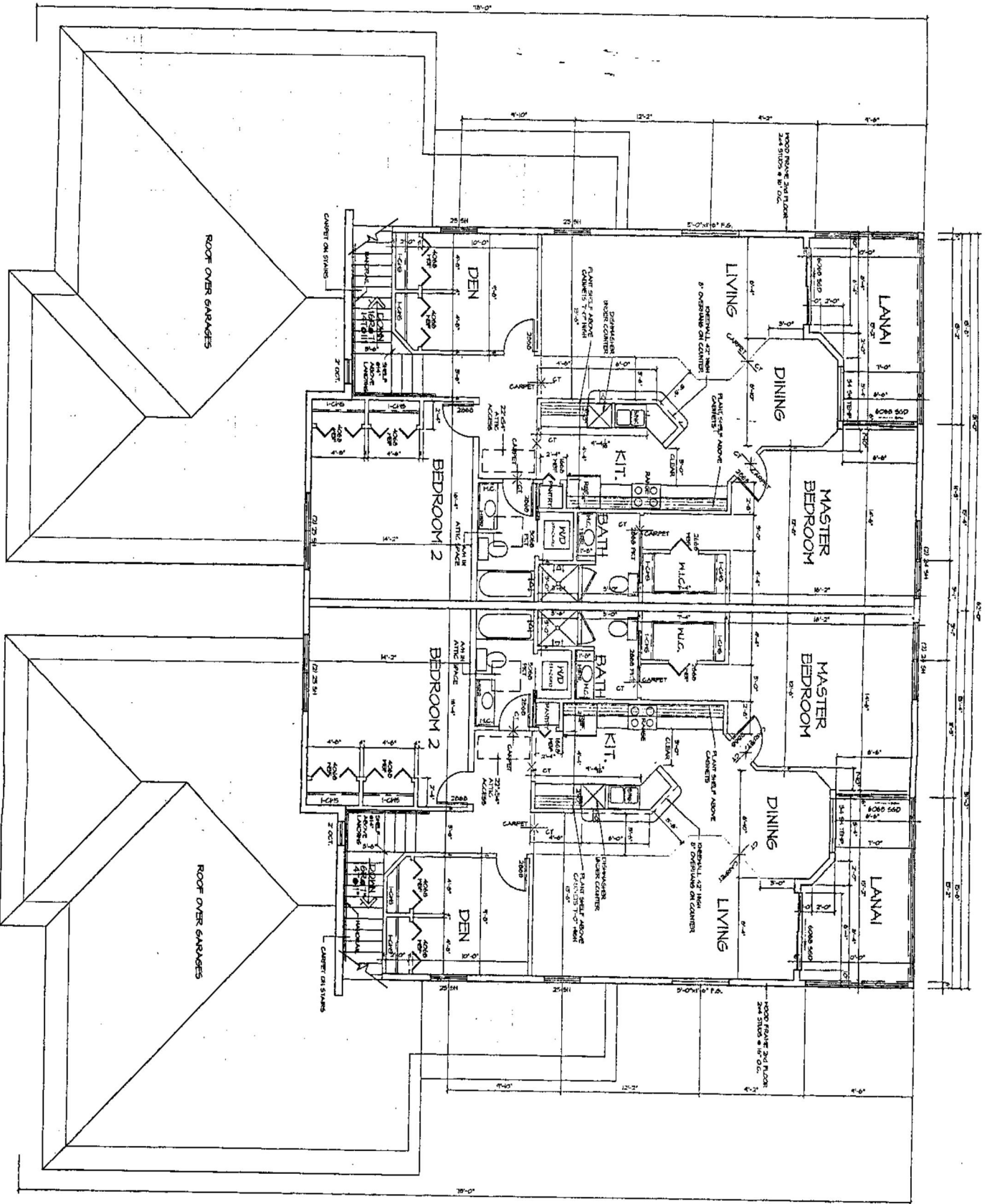




SECOND FLOOR

Buildings 1-35

1/4" = 1'-0"



<p>DATE: 1/11/05          DRAWN BY: J. GRIST          CHECKED BY: J. GRIST          SHEET: A</p>	<p><b>Proposed Four Unit Condominium Building</b>          Kings Greens @ Majestic, a condominium          350 Homestead Road, Lehigh Acres, FL 33936</p>	<p>STRUCTURAL ENGINEER:          LAND INVESTMENT SERVICES, INC.          2040 CLARKE AVE., FT. MYERS, FL 33905</p> <p>MECHANICAL ENGINEER:          ROBERT JEWETT, P.E.          12332 KIVA RD., FT. MYERS, FL</p> <p>ELECTRICAL ENGINEER:          STEVE I. STAFFORD, P.E.          BONITA SPRINGS, FL</p>	<p><b>DAVID I. GRIST, AIA ARCHITECT INC.</b>          269 Richmond Ave. South, Lehigh Acres, FL 33936          Tel. 841-369-8935 FL Arch. Reg. No. AR 0016428</p> <p>Arch CAD Drafting by: J.R. Root Associates, Inc.          110 Lincoln Avenue, Lehigh Acres, FL 33972</p>	<p>DAVID I. GRIST          FL Lic. No. AR0016428          1/11/05 11:32 AM</p>
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