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DECLARATION OF CONDOMINIUM

1727356

OF

BAY HARBOR CLUB, A CONDOMINIUM

REC 1696 PG 227

THIS INSTRUMENT PREPARED BY:
Harvey B. Goldberg, Attorney
2201 Main Street
Fort Myers, FL 33901

RECORDS VERIFIED - SAI GRAAG CLERK
BY HJ ERNSTROM D.C.

BAY VIEW OF BONITA BEACH, INC., a Florida corporation, herein called "Developer" on behalf of itself, its successors, grantees and assigns, to its grantees and assigns and their heirs, successors and assigns hereby makes this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The lands located in Lee County, Florida, all improvements constructed upon said lands as well as all easements including, but not limited to, the Gulf of Mexico accessway easement, utility easements, sewage and drainage easements and ingress and egress serving the entire BAY HARBOR CLUB COMPLEX. All of the foregoing, more particularly described in Exhibit B, Sheet 1 of 6 and on Sheet 3 of 6 as "PHASE I - BAY HARBOR CLUB, A CONDOMINIUM".

2. BAY HARBOR CLUB, A CONDOMINIUM - PLAN OF DEVELOPMENT - Developer proposes to construct a maximum of 104 single-family residential units and associated improvements designated as Bay Harbor Club, A Condominium. This will be a two (2) phase condominium per Florida Statute 718.403 and Phase II described in Exhibit B may be submitted by Amendment to this Declaration to the condominium form of ownership, and will thereby become a part of this Condominium. NO TIME SHARE ESTATES WILL BE CREATED WITH RESPECT TO UNITS IN ANY PHASE OF THIS CONDOMINIUM.

3. NAME - ASSOCIATION - The name of the Condominium Association is Bay Harbor Club of Bonita Beach Condominium Association, Inc. This Association is incorporated as a nonprofit Florida corporation.

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

A. DEVELOPER - means BAY VIEW OF BONITA BEACH, INC., a Florida corporation.

B. INSTITUTIONAL MORTGAGEE - means the owner and holder of a mortgage encumbering a condominium unit, which owner and holder of said mortgage is either a bank, or life insurance

company, or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension or profit sharing plan, or a credit union, or a Massachusetts business trust, or an agency of the United States government, or an insurance company, mortgage company, or a lender generally recognized in the community as an institutional lender for the Developer or assignees, nominees, or designees of the Developer. Said definition also includes First Of Boston Mortgage Corporation, a Massachusetts corporation.

C. BAY HARBOR CLUB COMPLEX - means the lands upon which BAY HARBOR CLUB, A CONDOMINIUM will be constructed, as well as the lands upon which the proposed Phase II will be constructed and/or upon which a separate and distinct condominium will be constructed, plus all recreational facilities and easements reflected on the overall site plan.

D. UNIT - A part of the Condominium property which is subject to exclusive ownership.

E. UNIT OWNER - The owner of a Condominium parcel.

F. UNIT NUMBER - The letter, number, or combination thereof which is designated upon the surveyor plans, and which is used as the identification of a unit.

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

H. ASSOCIATION - The corporation responsible for the operation of the condominium. The Articles of Incorporation for the Association are found in Exhibit F to this Declaration.

I. BOARD OF ADMINISTRATION - Means the Board of Directors responsible for administration of the Association.

J. COMMON ELEMENTS - The portions of the condominium property not included in the units as defined in Florida Statute 718.108, including:

(.1) The land.

(.2) All parts of the improvements which are not included within the units.

(.3) All easements as are reflected in Exhibit B hereto and easements as are contemplated hereunder, more

particularly easements to the "Out Lot" for the use and access to the Sewage Treatment Plant and Drainfield Area. OFF REC 1696 PC 229

(4.) The Developer of The Ambassador, A Condominium has heretofore granted a Beach Access Easement (reflected in Official Records Book 1583 at Page 1168 of the Public Records of Lee County, Florida) on the extreme northern 4 feet of The Ambassador property (the "servient estate") as an appurtenance to the Bay Harbor Club, A Condominium property (the "dominant estate"). See Exhibit B for the legal description of the dominant estate. The easement is a non-exclusive easement and, therefore, the owners of units in The Ambassador, A Condominium shall enjoy the use thereof at all times. The easement is a private easement intended for the use and enjoyment of purchasers of units to be constructed on the dominant estate, their guests and invitees. The maximum number of housing units to be built on the dominant estate is 200 units. The easement shall be maintained in a natural state by the owners of the dominant estate.

(.5) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water and sewer.

(.6) Personal property - tangible personal property may be purchased, sold, leased, replaced and otherwise dealt with by the Association, through its Board of Directors, on behalf of the members of the Association, without the necessity of any joinder by the members.

K. LIMITED COMMON ELEMENTS - Means and includes those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

L. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the condominium.

M. COMMON SURPLUS - Means the excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses.

N. PERSON - Means an individual, corporation, trustee, or other legal entity capable of holding title to real property.

O. SINGULAR, PLURAL, GENDER - Whenever the context so

permits, the use of the plural shall include the singular, the singular the plural, and use of any gender shall be deemed to include all genders.

1696 PC 230

P. CONDOMINIUM DOCUMENTS - Means the Declaration and its attached Exhibits, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the Declaration.

Q. CONDOMINIUM PARCEL - Means a unit together with the undivided share in the common elements which is appurtenant to the unit.

R. CONDOMINIUM PROPERTY - Means the lands and personal property subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

S. OPERATION - Means and includes the administration and management of the condominium property.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. REAL PROPERTY - Each unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration and applicable laws.

B. BOUNDARIES - Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

(.1) HORIZONTAL BOUNDARIES: The upper and lower boundaries of the units shall be:

(i) UPPER BOUNDARY - The underside of the finished undecorated ceiling of the unit, extended to meet the vertical boundaries.

(ii) LOWER BOUNDARY - The upperside of the finished undecorated surface of the floor of the unit, extended to meet the vertical boundaries.

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(.2) VERTICAL BOUNDARIES: The vertical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the buildings or common areas.

C. EXCLUSIVE USE - Each unit owner shall have the exclusive use of his unit.

D. APPURTENANCES - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

(.1) COMMON ELEMENTS - an undivided share of the common elements as defined in Florida Statute 718.108.

(.2) LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist:

(i) Balcony, terrace, canopy, garden area, storage locker, garage, office, or other facility (enclosed, screened, fenced or open).

(ii) The parking and/or docking space or spaces assigned to the unit by the Developer or the Association.

(.3) ASSOCIATION MEMBERSHIP and an undivided share in the common surplus and property, real and personal, held by the Association.

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

F. EASEMENTS - The following non-exclusive easements from the Developer to each unit owner, to the Association and its

employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created:

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REC 1696 PG 232

(.1) INGRESS AND EGRESS - Easements over the common elements for ingress and egress and the maintenance and repair of the Sewage Treatment Plant and Drainfield Area.

(.2) MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

(.3) UTILITIES - Easements through the common elements and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

(.4) SEWAGE TREATMENT PLANT AND DRAINFIELD AREA - The Sewage Treatment Plant and Drainfield Area will be used in common by both Bay Harbor Club, A Condominium (104 units total) and The Ambassador, A Condominium (60 units total). The manner in which the two condominiums will apportion the cost of maintenance and operation of the Sewage Treatment Plant and Drainfield Area is by utilizing a fraction, the numerator of which is the total number of units in the respective condominium and the denominator is 164 (the total combined number of units). The Developer has further reserved to the Developer an "Out Lot", more particularly reflected on the Site Plan, Exhibit B to the Declaration. The Developer is reserving, therefore, an easement and right of use to the subject "Out Lot" to connect to the Sewage Treatment Plant and Drainfield Area with the proviso, however, that if in fact such use would necessitate expansion of the Sewage Treatment Plant and Drainfield Area facilities, such additional costs will be borne by the "Out Lot" users prior to hook up and further all costs attendant upon the "Out Lot" utilization shall be borne by "Out Lot" users and the Bay Harbor Club of Bonita Beach Condominium Association, Inc., may charge a reasonable fee for plant hookup

and utilization. Upon turnover of the Association in accordance with the provisions hereof, the Developer shall convey whatever right, title and interest it has to the said Sewage Treatment Plant and Drainfield Area to the Association; subject, however, to the easement to The Ambassador, A Condominium as cited herein and the right to use to the "Out Lot" as retained by the Developer and more particularly set forth herein.

(.5) Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the condominium property.

G. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

(.1) BY THE ASSOCIATION - The Association shall maintain, repair, and replace at the Association's expense:

(i) Such portions of the unit as contribute to the support of the building including but not limited to the perimeter walls, columns, and roofs. Also, wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or other units.

(ii) Provided that if the maintenance, repair, and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, in that event, the work shall be done by the Association at the expense of the unit owner; and the cost shall be secured as an assessment.

(iii) All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

(iv) The Association shall operate, maintain and repair all water management facilities and pursuant to this Declaration shall be the fee owner thereof.

(.2) BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

(i) To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. The unit

owner's responsibility specifically includes windows, window and balcony glass, doors, screens and associated hardware, appliances, fixtures, switches, fan motors, compressors, wiring, piping and ductwork serving only the particular unit.

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior, unless the written consent of the Association is obtained in advance.

H. ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements.

I. COMMON ELEMENTS

(.1) The common elements shall be owned by the unit owners in such undivided shares as are set forth in Exhibit D.

(.2) No action for partition of the common elements shall lie.

(.3) The maintenance and operation of the common elements shall be the responsibility of the Association which shall not, however, prohibit management contracts.

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

(.5) Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the Declaration.

6. FISCAL MANAGEMENT - The fiscal management of the condominium including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be as set forth in the By-Laws which are Exhibit G to this Declaration.

7. ASSOCIATION - The administration of the condominium by the Board of Directors and its powers and duties shall be as set

forth in the By-Laws.

1696 PC 235

8. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions:

A. AUTHORITY TO PURCHASE - Except Builders Risk and other required insurance furnished by Developer during construction, all insurance policies (except as hereinafter allowed) shall be purchased by the Association, for itself and as agent for the owners and their mortgagees as their interests may appear.

B. UNIT OWNERS - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance, and as may be required by law.

C. COVERAGE:

(.1) CASUALTY - The buildings and all other insurable improvements upon the land and all personal property owned by the Association (but excluding personal property, additions and/or alterations installed by the owners) shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage. Such coverage shall afford protection against:

(i) LOSS OR DAMAGE BY FIRE, WINDSTORM and other hazards covered by the standard extended coverage endorsement;

(ii) SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not limited to flood insurance, vandalism and malicious mischief, if available.

(.2) PUBLIC LIABILITY AND PROPERTY DAMAGE in such amounts and in such forms as shall be required by the Association, including but not limited to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.

(.3) WORKER'S COMPENSATION AND UNEMPLOYMENT COMPENSATION to meet the requirement of law.

D. PREMIUMS - Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

E. ALL INSURANCE POLICIES PURCHASED by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank in Florida with trust powers as may be approved by the Association. Such bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold and disburse them as provided in Paragraph 9, next following.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE: If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered seventy-five (75%) percent or more of the units untenable, and seventy-five (75%) percent of the owners at a meeting called and held within sixty (60) days of the casualty or thirty (30) days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear, and the condominium shall be terminated as provided in Paragraph 14 following.

(.1) ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the original plans and specifications.

(.2) CERTIFICATE - The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

(.3) ESTIMATE OF COSTS - Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property insofar as reasonably possible in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

(.4) ASSESSMENTS - If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premium, if any) assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

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

(i) UNIT OWNER - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the unit owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

(ii) ASSOCIATION - Said Insurance Trustee

shall make such payments upon the written request of the Association, accompanied by a certificate signed by an officer of the Association, and by the architect or general contractor in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and several amounts so paid, or now due and that the cost as estimated by the person signing such certificate, does not exceed the remainder of the construction funds after the payment of the sum so disbursed.

(iii) SURPLUS - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and, if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the beneficial owners of the funds, who are the unit owners and their mortgagees.

(.6) INSURANCE ADJUSTMENTS - Each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the responsibility of reconstruction and repair lies with the unit owner, subject to the rights of mortgagees of such unit owners.

10. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the Rules and Regulations attached as Exhibit E and the following provisions:

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

B. INTERPRETATION - In interpreting deeds, mortgages, and plans the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries regardless of settling or lateral movement of the buildings and regardless of minor variances between boundaries shown on the plans or in the deed and those of the buildings.

C. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a majority vote of the Association. Copies of such regulations and amendments thereto shall be posted conspicuously and shall be furnished by the Association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended rule or regulation may be enforced prior to approval by the owners.

11. CONVEYANCE, DISPOSITION, FINANCING - In order to assure a community of congenial residents and thus protect the value of the units, the conveyance, disposal and financing of the units by any owner other than the Developer shall be subject to the following provisions:

A. NO OWNER OTHER THAN THE DEVELOPER may sell, lease, give or dispose of a unit or any interest therein in any manner without the written approval of the Association except to another unit owner, except as to short term leasing provided for in the Rules and Regulations. Only entire units may be leased.

B. THE APPROVAL OF THE ASSOCIATION shall be obtained as follows:

(.1) WRITTEN NOTICE SHALL BE GIVEN the Association by the owner of his intention to lease, convey, dispose, finance or assign such interest, which notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary, but may impose no charge in excess of actual expenditures reasonably required with a maximum charge of \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

(.2) IF A SALE, the Association must, within fifteen (15) days after receipt of the information required above, either approve the transaction or furnish an alternate purchaser it approves or itself elect to purchase and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association, or the owner may withdraw his proposal sale. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval, in writing, or if it fails to provide an alternate purchaser or purchase the unit itself then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand provide a certificate of approval.

(.3) AT THE OPTION OF THE OWNER, if a dispute arises, it shall be resolved by arbitration in accordance with the then existing rules of the American Arbitration Association and a judgment of specific performance upon the arbitrators' award may be entered in any court of jurisdiction. The arbitration expense shall be shared equally by the owner and the Association.

(.4) THE SALE SHALL BE CLOSED WITHIN THIRTY (30) DAYS after an alternate purchaser has been furnished or the Association has elected to purchase or within thirty (30) days of the arbitration award whichever is later.

C. IF THE PROPOSED TRANSACTION IS A LEASE, GIFT, assignment of interest or disposition other than a sale, notice of disapproval of the Association shall be promptly sent in writing to the owner or interest holder and the transaction shall not be made.

D. LIENS -

(.1) PROTECTION OF PROPERTY - All liens against a unit other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

(.2) NOTICE OF LIEN - An owner shall give notice to the Association of every lien upon his unit other than for

permitted mortgages, taxes and special assessments within seven (7) business days after the attaching of the lien.

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(.3) NOTICE OF SUIT - An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given within seven (7) business days after the owners receive knowledge thereof.

(.4) FAILURE TO COMPLY - with this section concerning liens will not affect the validity of any judicial sale.

E. JUDICIAL SALE - No judicial sale of a unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.

F. UNAUTHORIZED TRANSACTIONS - Any transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. COMPLIANCE AND DEFAULT - Each owner and the Association shall be governed by and shall comply with the terms of the condominium documents as they may be amended from time to time.

A. Failure to comply shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or by an aggrieved owner.

B. In any such proceeding the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

C. In the event that the grievance is that of an owner or owners against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of twenty (20) days in which to cure or correct.

D. NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a

waiver of the right to do so thereafter as to later infractions.

13. AMENDMENTS - Amendments to any of the condominium documents shall be in accordance with the following: ^{OFF} REC 1696 N 242

A. An amendment may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice-President and Secretary of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present and the separate written joinder of mortgagees where required). An amendment shall include the recording data identifying the Declaration and shall become effective when recorded according to law.

(.1) Provided, however, that no amendment shall be made or valid which shall, in any manner, impair the security of any institutional mortgagee having a mortgage or other lien against any condominium unit.

(.2) While the Developer holds units for sale in the ordinary course of business, any action by the Association that would be detrimental to the sales of units by the Developer may not be taken without approval, in writing, by the Developer.

B. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the condominium documents, amendment of which will not materially or adversely affect the property rights of unit owners, a fifty-one (51%) percent vote of the owners shall be the required percentage, or the procedure set forth in Florida Statute 718.110(5) may be used.

C. REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion or percentage by which the owner

of the parcel shares the common expenses and owns the common surplus or materially or adversely affects the property rights of owners may be enacted by a sixty-six and two-thirds (66-2/3%) percent vote.

REV 1696 PC 243

D. EXTRAORDINARY AMENDMENTS - An amendment which will have the effect of doing any of the things mentioned in "C" above shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon and the affirmative vote of the owners of all other units. This section shall be deemed to include enlargement of, material alteration of or substantial additions to the common elements only if the same will have a material adverse effect on the owners' property rights; which shall otherwise be treated as regular amendments. Any vote changing the percentage of ownership of the common elements or sharing the common expenses shall be conducted by secret ballot.

14. TERMINATION - The condominium shall be terminated if at all, in the following manner:

A. By the agreement of eighty (80%) percent of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded according to law. Provided, however, that no action for termination of the condominium shall be effective without the consent of all institutional mortgagees.

B. SHARES OF UNIT OWNERS AFTER TERMINATION - After termination of the condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be as set forth in Exhibit D. All funds held by the Association except for the reasonably necessary expenses of winding up shall be disbursed to the unit owners in the shares set

forth in Exhibit D. The costs incurred by the Association in connection with a termination shall be a common expense.

1696 PC 244

C. FOLLOWING TERMINATION - The property may be partitioned and sold upon the application of any owner. Provided however, that if the Board of Directors following a termination, by unanimous vote, determines to accept an offer for the sale of the property as a whole, each owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties hereto.

D. THE MEMBERS OF THE LAST BOARD OF DIRECTORS shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

15. PROVISIONS PERTAINING TO THE DEVELOPER -

A. So long as the Developer holds more than one unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(.1) Assessment of the Developer as a unit owner for capital improvements.

(.2) Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer including such use of unsold units and common areas as may facilitate completion and/or sale, maintenance of a sales office, showing the property and display of signs.

B. Until a majority of the Board of Directors of the Association is elected from owners other than the Developer or its nominees, the Developer reserves the right for itself or its nominees to provide and charge for management which shall be fair and reasonable.

16. RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGEES -

A. Where the institutional mortgagee of a first mortgage of record obtains title to a unit by foreclosure, or a

deed in lieu of foreclosure, such institutional mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which become due prior to acquisition of title unless such share is secured by a claim of lien for assessments recorded prior to the recordation of the subject mortgage. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. See Florida Statute 718.116(1)(a). Also, such institutional mortgagee may occupy, lease, sell or otherwise dispose of such unit without the approval of the Association.

B. All rights in favor of the Developer reserved in this Declaration of Condominium and Exhibits attached hereto, are likewise reserved to any mortgagee.

C. The rights and privileges in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in hold or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights. Such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors in interest of the Developer and/or exercised by the successor or successors in interest or the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

D. First Of Boston Mortgage Corporation is the construction lender and an institutional mortgagee with respect to this condominium. First Of Boston Mortgage Corporation does not assume and is not responsible for any of the obligations and liabilities of the Developer and none of the representations contained in any of the condominium documents shall be deemed to have been made by First Of Boston Mortgage Corporation or impose any obligations on First Of Boston Mortgage Corporation.

E. So long as any institutional mortgagee or institutional mortgagees shall hold any first mortgage upon any condominium unit or condominium units, or shall be the owner of any condominium unit or condominium units, such institutional mortgagee or institutional mortgagees shall have the following rights, to wit:

(.1) To be furnished by the Association with at least one copy of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

(.2) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

(.3) To be given notice by the Association of default by any member owning a condominium unit encumbered by a mortgage held by such institutional mortgagee or institutional mortgagees, such notice to be given in writing and to be sent to the principal office of such institutional mortgagee or institutional mortgagees, or to the place which it or they may designate in writing to the Association.

(.4) To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep on existence. It being understood that the Association shall deposit in an escrow depository, satisfactory to each institutional mortgagee or institutional mortgagees, a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for

payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The insurance trustee designated by the Association may designate any institutional mortgagee interested in the condominium to act in such capacity.

F. Whenever any institutional mortgagee or institutional mortgagees desire the provisions of this Section 16 to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the institutional first mortgagee who first held a first mortgage encumbering a condominium unit, which written notices shall identify the condominium unit or condominium units upon which any such institutional mortgagee or institutional mortgagees hold any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be sent by the Association to such institutional mortgagee or institutional mortgagees.

G. Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the institutional mortgagee who first held a first mortgage encumbering a condominium unit, then said institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such items or common expense.

H. If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium unit or condominium units, and/or shall be the owner of any condominium unit or condominium units, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a

condominium unit, and the decision of such institutional mortgagee shall be controlling. REF 1696 p 248

17. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property. During his occupancy, the foreclosed owner shall be required to pay a reasonable rental and the Association shall be entitled to the appointment of a receiver to collect the same, and the Association shall have all the powers provided in Florida Statute 718.116, including specifically interest at sixteen (16%) percent per annum on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

18. MEMBERS - The qualification of members, the manner of their admission and voting by members shall be as follows:

A. ALL OWNERS OF UNITS in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a change of record title to a unit in the Condominium and delivery to the Association of a copy of such instrument, the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

19. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association, or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director

is adjudged guilty of nonfeasance, misfeasance in the performance of his duties, or shall have breached his fiduciary duty to the members of the Association. Provided however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

20. APPORTIONMENT OF COMMON EXPENSES AND COMMON SURPLUS AND OWNERSHIP OF COMMON ELEMENTS - The manner in which the apportionment of common expenses and common surplus and the ownership of common elements has been determined is by utilizing a fraction, the numerator of which is one (1) and the denominator of which is the number of all units submitted to condominium ownership. Exhibit D to this Declaration sets forth the fraction of ownership of common elements and the apportionment of common expenses and common surplus as each phase is submitted to condominium ownership.

21. SEVERABILITY - If any provision of this Declaration or the Exhibits thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

22. VOTING - Each unit shall have one full vote in all matters.

23. COVERED PARKING - 80 covered parking spaces are available on a first-come, first-serve basis (with the parking located on the ground floor of each building reserved to unit owners in the respective building). The covered parking spaces are limited common elements, however, they will be maintained by the Association as common elements by reason of their enhancement of the condominium property. The allocation shall be made initially by the Developer by an unrecorded written instrument (see Exhibit 4 to the Prospectus) given a unit purchaser upon closing. Two or more unit owners may exchange the spaces initially allocated to their units by submitting to the Board of

Directors signed and witnessed requests for exchange and surrendering their initial or current allocation instruments. The Directors shall thereupon execute and deliver to such unit owners new allocation instruments signed in the name of the Association by an officer of the Board and bearing the Association seal, reflecting the changed allocations. Such changed allocations shall have the same force and effect as the ones they replace.

24. BOAT SLIPS - Developer may construct 48 boat slips (34 in Phase I and 14 in Phase II) subject to the approval of governmental and other regulatory bodies. The boat slips will be available on a first-come, first-serve basis. The boat slips will be limited common elements, however, they will be maintained by the Association as common elements by reason of their enhancement of the condominium property. The allocation shall be made initially by the Developer by an unrecorded written instrument (see Exhibit 5 to the Prospectus) given a unit purchaser upon closing. Two or more unit owners may exchange the spaces initially allocated to their units by submitting to the Board of Directors signed and witnessed requests for exchange and surrendering their initial or current allocation instruments. The Directors shall thereupon execute and deliver to such unit owners new allocation instruments signed in the name of the Association by an officer of the Board and bearing the Association seal reflecting the changed allocations. Such changed allocations shall have the same force and effect as the ones they replace.

The boat slips shall only be used for the purpose of dockage of boats subject to rules and regulations promulgated by the Association, except that same shall never be used for commercial purposes or living quarters. In addition to the estimated operating budget of the condominium, the Association shall promulgate an annual budget specifically for the boat slips and all expenses, as reflected thereunder, shall be shared equally by the owner of each boat slip in addition to any assessments under the estimated operating budget for the condominium, and shall not be a common expense of the condominium. In formulating the budget for the boat slips, same

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NO. 1696 R. 251

shall be promulgated annually in the same form and fashion as the estimated operating budget of the condominium. Boat slip assessments shall be charged to the owner's of boat slips, with the Association being deemed to have all rights in enforcing the collection of said boat slip assessments as if same were a regular assessment, including, but not limited to, filing a lien against the boat slip unit owner with the same force and effect as if the assessment were a part of common expenses. Utility service and the expense and cost of use thereof for all of the boat slips owners, shall be charged through one electrical meter for the boat slips and the monthly expense therefore shall be shared equally by the owners of each boat slip. The Association shall bill each owner of a boat slip for his share of the expense of electricity, and each owner of a boat slip shall pay his share as if same were a direct monthly assessment.

25. RECREATIONAL LAND USE AGREEMENT - Subject to the provisions of this Declaration and pursuant to Section 718.114, Florida Statutes, the Association has entered into a Recreational Land Use Agreement with the Developer. The Recreational Land Use Agreement is attached hereto as Exhibit J. Pursuant to the Recreational Land Use Agreement, the Association has acquired and interest in and to the recreational facilities, lands and improvements described thereunder, including the right to use the same until such time as such recreational facilities, lands and improvements are conveyed as provided by the terms thereof. In accordance with Section 718.114, Florida Statutes, and the Recreational Land Use Agreement, all monies due and to become due under the provisions of the Recreational Land Use Agreement for the full term of said Agreement, and upon the conveyance of the ownership of the recreational lands, facilities and improvements, are declared to be common expenses of the condominium.

The Developer and the Association, by their execution of this Declaration of Condominium and each unit owner, by virtue of their taking title to a condominium unit, agree that notwithstanding the fact that the Recreational Land Use Agreement is attached to this Declaration of Condominium, and may be recorded in the Public Records subsequent or simultaneous to the recording of this Declaration of

Condominium, that said Recreational Land Use Agreement shall be provided by the terms thereof. In accordance with Section 718.114, Florida Statutes, and the Recreational Land Use Agreement, all monies due and to become due under the provisions of the Recreational Land Use Agreement for the full term of said Agreement, and upon the conveyance of the ownership of the recreational lands, facilities and improvements, are declared to be common expenses of the condominium.

The Developer and the Association, by their execution of this Declaration of Condominium and each unit owner, by virtue of their taking title to a condominium unit, agree that notwithstanding the fact that the Recreational Land Use Agreement is attached to this Declaration of Condominium, and may be recorded in the Public Records subsequent or simultaneous to the recording of this Declaration of Condominium, that said Recreational Land Use Agreement shall be deemed to have been recorded in the Public Records prior to the recording of this Declaration of Condominium.

Each unit owner agrees to be bound by the terms and conditions of the Recreational Land Use Agreement and agrees to make payment to the Association of his share of the monies due, pursuant to and in the amount or proportion, or percentage amount, if so stated, as specified in the Recreational Land Use Agreement and this Declaration of Condominium. It shall be mandatory for each unit owner to make his prorata payments of the foregoing expenses, as assessed by the Association, as part of the common expenses, regardless of whether or not said unit owner uses the recreational facilities.

None of the recreational facilities, lands and improvements described under Recreational Land Use Agreement shall be deemed a part of the condominium property of the condominium created by virtue of this Declaration of Condominium.

The Recreational Land Use Agreement will permit each owner or lessee of each unit in the BAY HARBOR CLUB COMPLEX to have the right, privilege, access, and use of the recreational facilities thereunder. The Recreational Land Use Agreement has been entered into for the use and benefit of all unit owners in this condominium and lessees or

unit owners of all other condominiums or rental type apartment buildings in the BAY HARBOR CLUB COMPLEX.

OFF
REC 1696 R 253

Each unit owner in this condominium and each unit owner or lessee in all other buildings in the BAY HARBOR CLUB COMPLEX shall be entitled to the use and enjoyment of the recreational facilities under the Recreational Land Use Agreement, subject to the rules and regulations as promulgated by the Association. However, all such rules and regulations shall be subject to the approval of the Developer.

In order to secure the faithful performance of the Association's obligation to the Developer under the Recreational Land Use Agreement, each unit owner shall pledge and grant a lien upon his full interest in the condominium in favor of the Developer and Association as set forth in the Recreational Land Use Agreement, which lien shall be effective only upon the recordation thereof as described in the Recreational Land Use Agreement.

The Recreational Land Use Agreement may be amended by an instrument in writing, executed by the Developer and the Association, by and through its Board of Directors, except there shall be no amendment effecting the Recreational Land Use Agreement which would impair the rights of unit owners to the use and enjoyment of the recreational facilities without the unit owners so affected, and all record owners of institutional first mortgagees thereon, joining in the execution of said amendment. The aforesaid amendment shall be duly recorded in the Public Records of Lee County, Florida and the recording of said amendment shall constitute an amendment to this Declaration of Condominium as to the provisions herein relative to the Recreational Land Use Agreement. No amendment, as set forth in this paragraph, shall change the provisions of the Recreational Land Use Agreement, or this Declaration with respect to institutional first mortgagees. The Board of Directors of the Association is empowered and authorized, without the approval of the unit owners, to amend the Recreational Land Use Agreement and this Declaration as contemplated in this paragraph.

It is specifically recognized that the Developer may control the original Board of Directors and officers of the Association and that

such circumstances shall not, and cannot, be construed or considered as a breach of his duties to the Association nor as possible grounds to invalidate such Recreational Land Use Agreement in all or in part.

Whenever any of the provisions of the Recreational Land Use Agreement shall be in conflict with the provisions of this Declaration, then the provisions of the Recreational Land Use Agreement shall be controlling.

Each unit owner, his heirs, personal representatives, successors and assigns, shall be bound by the Recreational Land Use Agreement to the same extent and affect as if he had executed said Recreational Land Use Agreement for the purpose therein expressed, including but not limited to: (a) adopting, ratifying, confirming and consenting to the execution of the Recreational Land Use Agreement by the Association; (b) covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by unit owners in the cases provided therefor in the Recreational Land Use Agreement; (c) ratifying, confirming and approving each and every provision of the Recreational Land Use Agreement and acknowledging that all of the terms and provisions thereof are reasonable; (d) agreeing that the persons acting as directors and officers of the Association in the acquisition of such interest under the Recreational Land Use Agreement have not breached any of their duties or obligations to the Association; and (e) subjecting all of his right, title and interest in his condominium unit and tangible personal property therein, to the lien rights granted to the Developer and the Association under the said Recreational Land Use Agreement.

In the event at the time the recreational lands, facilities and improvements described in the Recreational Land Use Agreement are to be conveyed to the Association, there remains a mortgage encumbering said recreational lands, facilities and improvements, the Developer shall take the necessary steps to pay in full and satisfy said encumbering mortgage and convey said recreational lands, facilities and improvements to the Association free and clear of mortgages.

26. PHASING - The condominium will be developed in two (2) phases. The legal descriptions of these parcels are contained in Exhibit B to this Declaration.

A. Initially the condominium will consist of Phase I. Phase II may be added as provided in this Declaration of Condominium. There will be a maximum of 104 units in the two phases.

B. Each phase will consist of one 14-story (ground floor and 13 floors containing condominium units) building containing 52 units. All units will be two bedrooms/two bathrooms with screened balconies. (Air conditioned area approximately 1,305 square feet and screened balcony area approximately 424 square feet.)

C. The percentage of ownership of each unit in the condominium as each phase is added shall be as follows:

Phase I - 1/52nd - 52 Units

Phase II - 1/104th - 52 Units

D. It is contemplated that the recreational facilities outlined in this section will be completed at the time the phase in which they are situated is completed. THE DEVELOPER DOES NOT COMMIT TO THE CONSTRUCTION OF SUCH FACILITIES UNLESS THE PHASE IN WHICH THEY ARE LOCATED IS SUBMITTED TO CONDOMINIUM OWNERSHIP. The location of the recreational facilities is shown on the Site Plan (Exhibit B) and consist of the following:

(.1) PHASE I - Two tennis courts will be located on an elevated concrete deck (over covered parking) which will be 110' x 120'. The playing surface will be a special non-slip colored coating applied to the concrete deck. The courts will be surrounded by a 10' high galvanized chain link fence.

(.2) PHASE I - A 50' x 25' oval swimming pool. The pool will have an approximate depth of 3 feet at the shallow end and 6 1/2 feet at the deepest point. The pool will accommodate approximately 22 people at any one time and will be heated.

(.3) PHASE I - There will be a pool deck surrounding

the pool described in "A" above which will contain approximately 4,085 square feet and will accommodate approximately 117 people at any one time.

(.4) PHASE I - The Recreation Building will be located at the west end of the pool deck described in "B" above and will be approximately 43' x 43' and contain approximately 1,590 square feet. The building contains 1 men's restroom, 1 women's restroom (with a capacity of 3 persons each), a kitchen (with a capacity of 3 persons) and a meeting/recreation room (with a capacity of 90 persons).

(.5) PHASE I - Two concrete shuffleboard courts, each 52' x 6' with a 2' concrete border, will be located west of the Recreation Building described in "C" above.

(.6) PHASE I - 34 boat slips, each dock being 4' wide and 20' long. The docks are constructed of wood.

(.7) PHASE I - A barbeque area with a gas grill (underground fuel tank) and a picnic area of approximately 540 square feet.

(.8) PHASE II - 14 boat slips, each dock being 4' wide and 20' long, except for the docks servicing slip numbers 43 through 48, which are 15' long. The docks are constructed of wood.

(.9) PHASE II - A barbeque area with a gas grill (underground fuel tank) and a picnic area of approximately 540 square feet.

(.10) The Developer represents it will spend a minimum amount of \$6,000.00 to purchase the personal property for the pool area, entry lobbies and Recreational Building.

(.11) No additional facilities are committed to be built.

(.12) It is estimated that the recreational facilities located in Phase I will be completed on or before November 30, 1984, and that the recreational facilities located in Phase II will be completed on or before November 30, 1985.

(.13) THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE

FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

E. The membership vote and ownership in the Association attributable to each unit in each phase and the results if any phase or phases are not developed are as follows:

(.1) Each unit will have one full vote. There will thus be 52 votes in Phase I and 104 votes upon the completion and sell out of Phase II. If any phase is not added, the votes attributable to that phase will not exist.

(.2) The ownership in the Association shall be as shown in Paragraph 25(b) and in Exhibit D. If any phase is not added, the fraction of ownership will remain at the level that already exists.

F. The Developer states that the time periods within which each phase must be completed are as follows:

Phase I - on or before November 30, 1984

Phase II - on or before November 30, 1985

NOTE: The Developer has every expectation that the phases will be completed sooner than shown above, but as the Condominium Act, Florida Statute 718.504(4)(b)3. requires that a legal deadline be set forth in the Declaration, ample time is being given to cover any eventuality.

FURTHER NOTE: Developer does not commit to the construction of additional phases.

G. Pursuant to Florida Statute 718.403(6) amendments to the Declaration adding phases do not require the consent of any unit owners other than the Developer nor of any other person. However, the Developer shall notify owners of existing units of the commencement of, or the decision not to add Phase II. Notice shall be by certified mail addressed to each owner at the address of his unit or at his last known address.

27. THE 100 YEAR FLOOD ELEVATION as determined by the Federal Flood Insurance Rate Maps places this property in an area that is subject to flooding under the 100 year event and, therefore, the

property owners are advised to consult the County Building Department and consider this matter at the time of construction or purchase of a residential structure.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 24th day of OCTOBER, 1983.

BAY VIEW OF BONITA BEACH, INC.
A Florida Corporation

Bonita C. Llanos
Witness

BY: Neil A. Abrahamson (SEAL)

Richard J. Shuebert
Witness

Attest: Joseph E. Miller (SEAL)
Secy

STATE OF FLORIDA)
) ss
COUNTY OF LEE)

I HEREBY CERTIFY that on this 24th day of OCTOBER, A.D. 1983, before me personally appeared NEIL A. ABRAHAMSON

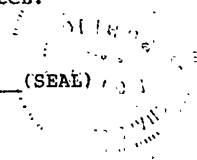
~~XX~~ President ~~and Secretary~~
~~XXXXXXXXXXXX~~ of BAY VIEW OF BONITA BEACH INC., A Florida

Corporation, to me known to be the persons described in and who executed the foregoing Declaration of Condominium of BAY HARBOR CLUB, A CONDOMINIUM, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Fort Myers, in the County and State named above, on the day and year last above written.

NOTARY PUBLIC STATE OF FLORIDA
BOUNDED BY GENERAL INSURANCE UNDER
MY COMMISSION EXPIRES JULY 1 1986
My Commission Expires:

Richard J. Shuebert (SEAL)
Notary Public



STATE OF OHIO)
SUMMIT COUNTY) ss
I hereby certify that on this 24th day of October, 1983, before me personally appeared JOSEPH G. MILLER, Secretary, respectively of BAY VIEW OF BONITA BEACH INC., a Florida Corporation, to me known to be the person described in and who executed the foregoing Declaration of Condominium of BAY HARBOR CLUB, A CONDOMINIUM, and severally acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein motioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Akron, in the County and State named above, on the day and year last above written.

ANNE R. WATSON, Notary Public
State of Ohio, Summit County
My Commission Expires June 28, 1988

Anne R. Watson 32
Notary Public

PRELIMINARY
SURVEYOR'S CERTIFICATE

OFF REC 1696 pc 259

The undersigned, a surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements set forth in Exhibit B to the Declaration of Condominium of BAY HARBOR CLUB, A CONDOMINIUM is not substantially complete. Upon substantial completion of construction, the Developer shall amend the Declaration to include a Surveyor's Certificate that states the construction of improvements is substantially complete so that the material, together with the provisions of the Declaration describing the condominium property relating to matters of survey, is an accurate representation of the location and dimension of the common elements and of each unit and where applicable, the limited common elements.

By: Walter A. Syster, Jr. (SEAL)
Reg. Land Surv. # 21154

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Walter A. Syster, Jr. to me well known to be the person described in and who executed the foregoing Surveyor's Certificate, and he acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein expressed and set forth, and that he is over the age of twenty-one (21) years.

WITNESS my hand and official seal at Fort Myers, in the County and State named above, this 13th day of Dec 1982.

Walter A. Syster, Jr.
Notary Public



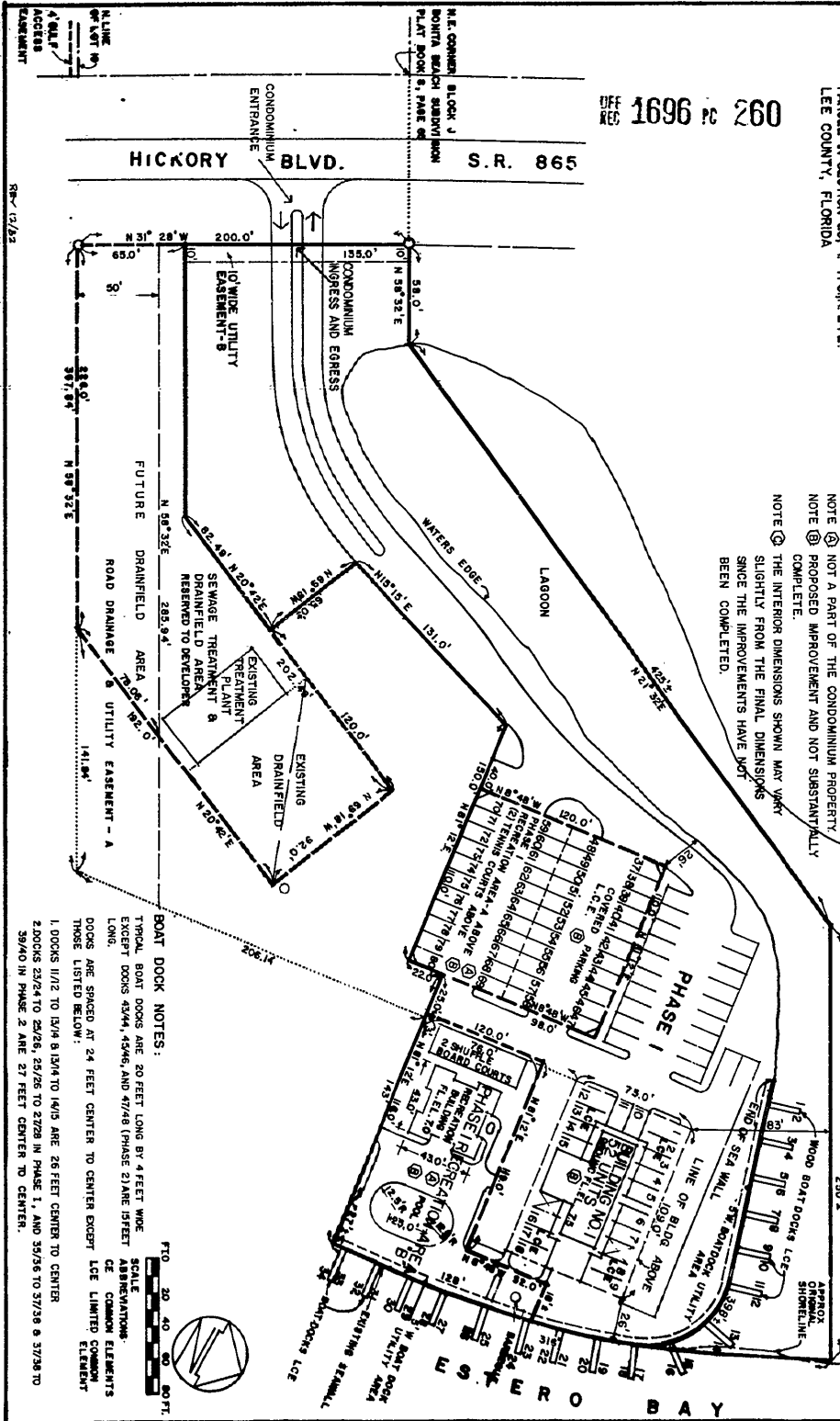
My Commission Expires:
1-29-86

BAY HARBOR CLUB
A CONDOMINIUM
PARCEL IN SECTION 23, T-47S, R-24E,
LEE COUNTY, FLORIDA

OFF REC 1696 PC 260

EXHIBIT "B" SHEET 1 OF 6
PLOT PLAN - PHASE I ONLY

CONDOMINIUM PLAT BOOK PAGE
EXHIBIT "B" PREPARED BY EDWARD HILLSTROM, ARCHITECT,
FLORIDA REGISTRATION NO. 4359, AUGUST, 1982

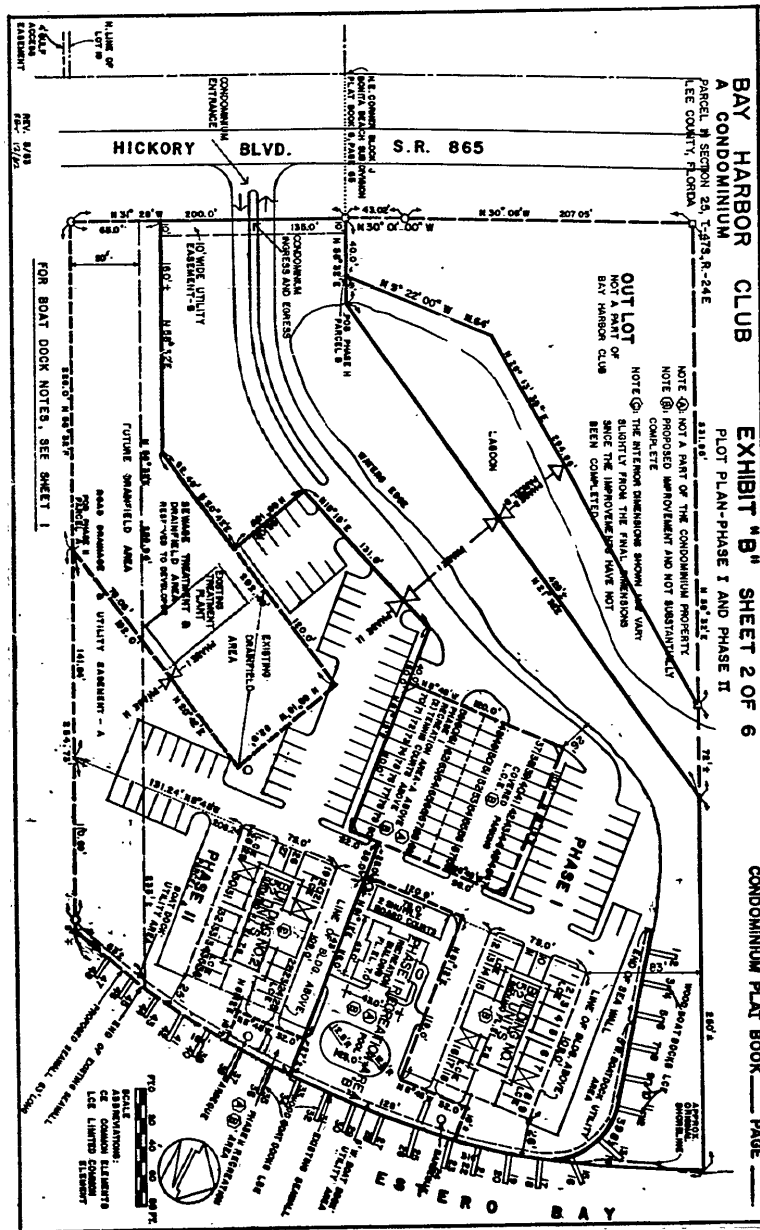


NOTE (1) NOT A PART OF THE CONDOMINIUM PROPERTY.
 NOTE (2) PROPOSED IMPROVEMENT AND NOT SUBSTANTIALLY COMPLETE.
 NOTE (3) THE INTERIOR DIMENSIONS SHOWN MAY VARY SLIGHTLY FROM THE FINAL DIMENSIONS SINCE THE IMPROVEMENTS HAVE NOT BEEN COMPLETED.

BOAT DOCK NOTES:
 TYPICAL BOAT DOCKS ARE 20 FEET LONG BY 4 FEET WIDE EXCEPT DOCKS 4344, 4346, AND 4748 (PHASE 2) ARE 15 FEET LONG.
 DOCKS ARE SPACED AT 24 FEET CENTER TO CENTER EXCEPT THOSE LISTED BELOW:
 1. DOCKS 11/2 TO 13/14 & 13/14 TO 14/15 ARE 26 FEET CENTER TO CENTER
 2. DOCKS 25/24 TO 25/26, 25/26 TO 27/28 IN PHASE 1, AND 39/36 TO 39/40 IN PHASE 2 ARE 27 FEET CENTER TO CENTER.



OFF 1696 261



**BAY HARBOR CLUB
A CONDOMINIUM
PARCEL IN SECTION 25, T-47S, R-24E
LEE COUNTY, FLORIDA**

**EXHIBIT "B"
LEGAL DESCRIPTION**

CONDOMINIUM PLAT BOOK — PAGE —

PHASE I - BAY HARBOR CLUB, A CONDOMINIUM

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 56° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat to the point of beginning; from said point of beginning, run N 56° 32' E for 98 feet more or less to the water of an inlet and an intersection with a line bearing N 21° 28' E; thence run in the water of the inlet for 42 feet more or less to the northeast line of Hickory Boulevard as shown on said plat to the point of beginning; from said point of beginning, run N 56° 32' E for 250 feet more or less to the water of an arm of Ezevo Bay; thence run northwesterly and southerly along said waters for 110 feet more or less to an intersection with a line bearing N 81° 12' E for 100 feet to the point of beginning; from said point of beginning, run S 81° 12' E for 120 feet to the point of beginning; thence run S 20° 42' W for 82.49 feet; thence run S 56° 32' E for 160 feet; thence run N 31° 28' W for 135.0 feet to the point of beginning.

PHASE I - CREATION AREA A (NOT A PART OF THE CONDOMINIUM PROPERTY)

A tenm easement lying above the lot or parcel described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 56° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet; thence run N 56° 32' E for 367.84 feet; thence run N 8° 48' W for 265.24 feet; thence run S 81° 12' E for 210 feet to the point of beginning; from said point of beginning, run N 81° 12' E for 120 feet to the point of beginning; thence run S 20° 42' W for 82.49 feet; thence run S 56° 32' E for 160 feet; thence run N 31° 28' W for 135.0 feet to the point of beginning.

PHASE I - RECREATION AREA B (NOT A PART OF THE CONDOMINIUM PROPERTY)

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 56° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet; thence run N 56° 32' E for 367.84 feet; thence run N 8° 48' W for 265.24 feet; thence run S 81° 12' E for 210 feet to the point of beginning; from said point of beginning, run N 81° 12' E for 120 feet to the point of beginning; thence run S 20° 42' W for 82.49 feet; thence run S 56° 32' E for 160 feet; thence run N 31° 28' W for 135.0 feet to the point of beginning.

PHASE I - ROAD, DRAINAGE & UTILITY EASEMENT - A

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 56° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet to the point of beginning; from said point of beginning, run N 31° 28' W for 90.0 feet; thence run N 56° 32' E for 225.0 feet; thence run S 20° 42' W for 75.0 feet; thence run S 56° 32' E for 225.0 feet to the point of beginning.

PHASE I - 10 FEET WIDE UTILITY EASEMENT - B (NO OUTLET)

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 56° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet to the point of beginning; from said point of beginning, run N 31° 28' W for 120 feet; thence run N 56° 32' E for 135.0 feet to the point of beginning.

PHASE I - 5 FEET WIDE BOAT DOCK UTILITY AREA

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 56° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet; thence run N 56° 32' E for 367.84 feet; thence run N 8° 48' W for 265.24 feet; thence run S 81° 12' E for 115 feet more or less to the waters of an arm of Ezevo Bay; the point of beginning; from said point of beginning, run northwesterly and westerly along said waters for 398 feet more or less; thence run inland for 298 feet more or less to an intersection with a line bearing N 81° 12' E; thence run N 81° 12' E for 5 feet to the point of beginning.

SEAWALL TREATMENT & DRAINAGE AREA - RESERVED TO DEVELOPER (NOT A PART OF THE CONDOMINIUM PROPERTY)

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

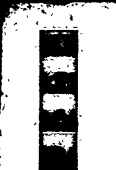
From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 56° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet to the point of beginning; from said point of beginning, run N 31° 28' W for 60 feet; thence run S 56° 32' E for 260.0 feet to the point of beginning.

OUTLET (NOT A PART OF BAY HARBOR CLUB, A CONDOMINIUM)

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 56° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat to the point of beginning; from said point of beginning, run N 31° 01' W for 45.02 feet; thence run N 30° 08' V for 207.05 feet; thence run N 56° 32' E along the northerly boundary of lands conveyed by deed recorded in Deed Book 327 at Page 19 of the Public Record of Lee County, Florida, for 404 feet more or less to an intersection with a line bearing N 21° 28' E; thence run S 21° 28' W for 42 feet more or less to an intersection with a line bearing N 81° 12' E; thence run N 81° 12' E for 58 feet more or less to the point of beginning; bearings heretofore mentioned are from said plat of Bonita Beach.

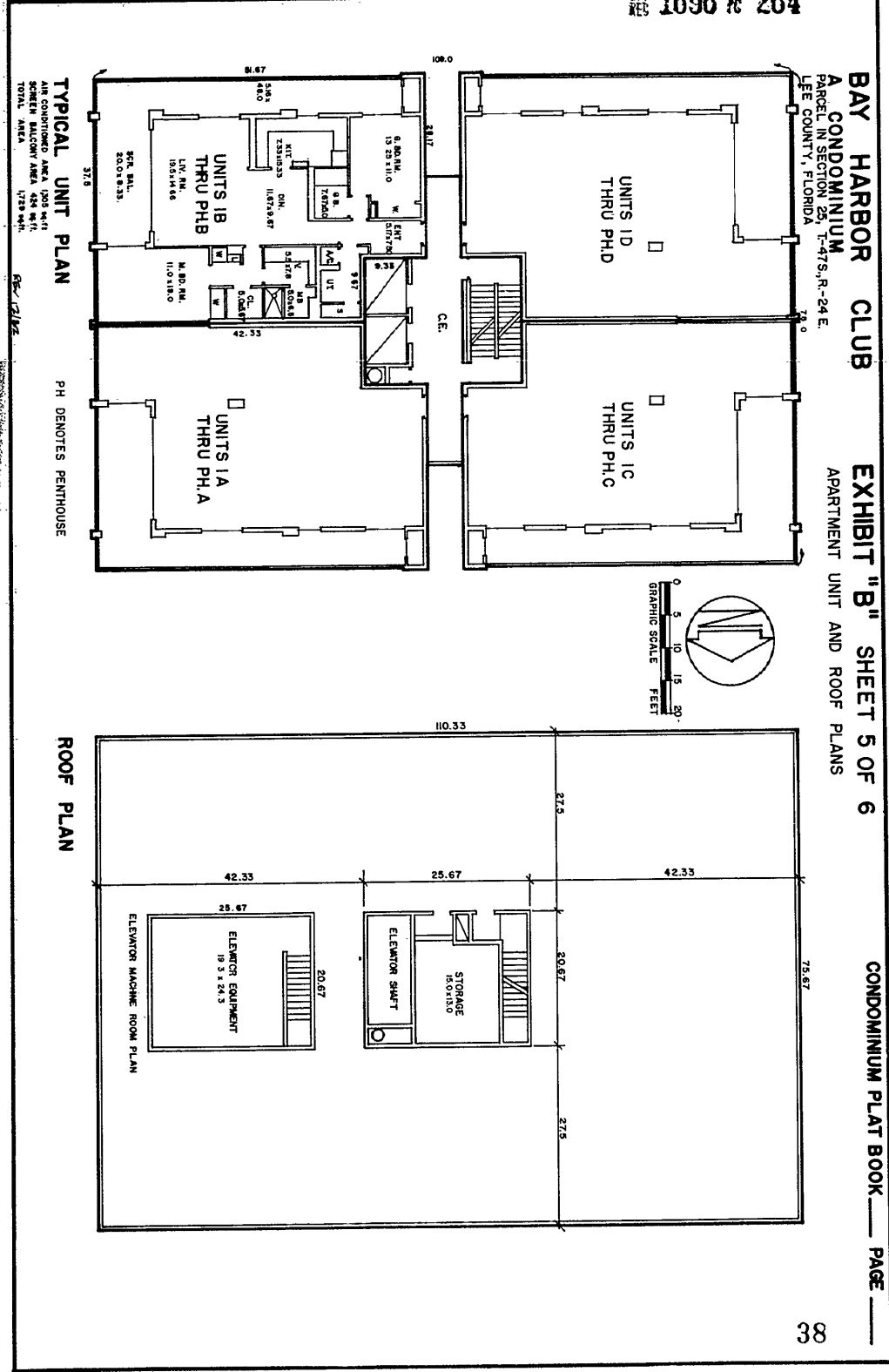
RECORDERS MEMO.
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.



BAY HARBOR CLUB CONDOMINIUM

APARTMENT UNIT AND ROOF PLANS
PARCEL IN SECTION 25, T-47S, R-24E,
LEE COUNTY, FLORIDA

EXHIBIT "B" SHEET 5 OF 6



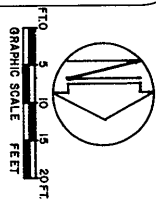
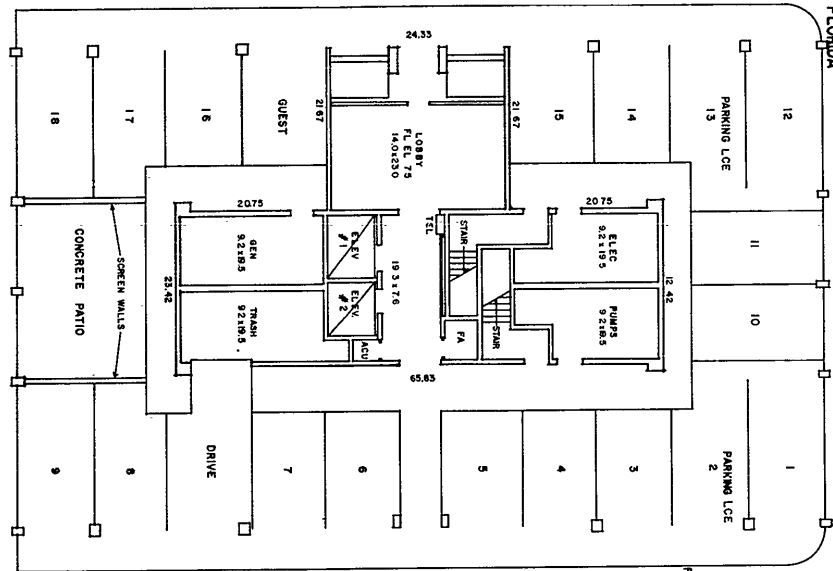
RECORDERS MEMO.
 Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

OFF REC 1696 PC 265

BAY HARBOR CLUB
A CONDOMINIUM
 PARCEL IN SECTION 25, T-47S, R-24E,
 LEE COUNTY, FLORIDA

EXHIBIT "B" SHEET 6 OF 6
 GROUND FLOOR PLAN AND ELEVATIONS

CONDOMINIUM PLAT BOOK PAGE



GROUND FLOOR PLAN
 COMMON ELEMENT UNLESS NOTED OTHERWISE
 REV 12/72

RECORDERS MEMO.
 Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

TOP OF SLAB	BOTTOM OF SLAB
147.43	147.20
139.0	138.37
130.48	129.53
121.9	120.87
112.45	112.2
104.16	103.94
95.5	94.87
86.43	86.20
78.16	77.54
69.5	68.87
60.43	60.20
52.16	51.94
43.5	42.87
34.65	34.50
26.16	26.04
17.5	16.87

ELEVATIONS



SUBSTANTIAL COMPLETION
SURVEYOR'S CERTIFICATE

OFF REC 1696 PG 266

I have examined the Declaration of Condominium and attached exhibits, including the "Plot Plan" of BAY HARBOR CLUB, A CONDOMINIUM, which will be recorded simultaneously herewith in the Public Records of Lee County, Florida. I do hereby certify that the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the condominium property, are an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimension of the common elements and of each unit can be determined from these materials, as pertaining to matters of survey. I further certify that all planned improvements, including but not limited to landscaping, utility services and access to the unit and common element facilities serving Phase I, Building No. 1 of BAY HARBOR CLUB, A CONDOMINIUM, as set forth in Exhibit B to the Declaration, have been substantially completed; and I hereby acknowledge that such certification will be recorded with the original Declaration.

By: Walter A. Paxton, Jr. (SEAL)

Reg. Land Surveyor No. 2654
State of Florida

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Walter A. Paxton, Jr. to me well known to be the person described in and who executed the foregoing Surveyor's Certificate and he acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein expressed and set forth and that he is over the age of twenty-one (21) years.

WITNESS my hand the official seal at Fort Myers in the County and State named above, this 28th day of October, 1983.

Virginia L. Paxton (SEAL)
My Commission Expires: July 5, 1985

APPORTIONMENT OF COMMON EXPENSES AND COMMON SURPLUS
AND OWNERSHIP OF COMMON ELEMENTS

OFF REC 1636 PG 267

Phase I 1/52nd
Phase II 1/104th

The manner in which the apportionment of common expenses and common surplus and the ownership of common elements has been determined is by utilizing a fraction, the numerator of which is one (1) and the denominator of which is the number of all units submitted to condominium ownership.

RULES AND REGULATIONS

BAY HARBOR CLUB, A CONDOMINIUM ^{OFF} REC 1696 PG 2681. AUTHORITY

The By-Laws of Bay Harbor Club of Bonita Beach Condominium Association, Inc. and Section 10 of the Declaration of Condominium authorize the Board of Directors (hereinafter called the "Board") to adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, restrictions upon and requirements respecting the use and maintenance of the units and of the common elements and limited common elements as may be deemed necessary to assure the enjoyment of all unit owners and to prevent unreasonable interference with the use of the units, common elements, and limited common elements, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, and the By-Laws of the Association.

The Rules and Regulations will be reviewed periodically by the Board of Bay Harbor Club of Bonita Beach Condominium Association, Inc. and amended as necessary to better serve the membership.

2. ENFORCEMENT

Complaints should be reported, in writing, to the Board or to an officer of the Association.

Minor infractions will be called to the attention of the person or persons involved by an officer of the Association. Repeated infractions and violations of a more serious nature will be referred to the Board for action.

Disagreements concerning complaints will be presented to the Board for adjudicated and appropriate action, with enforcement by civil legal process, if necessary.

3. BICYCLES/MOTORCYCLES

A. Bicycles may be operated on the premises and must be kept in assigned areas on the ground floor when not in use. Bicycles may not be kept in elevators or lobbies and/or transported in the elevators.

B. Motorcycles are not to be operated or parked on the premises.

USE
REF 1698 IN 269

4. DESTRUCTION OF PROPERTY

Owners will be responsible for destruction, damage, or defacement of buildings, facilities, and equipment caused through their own act(s) and/or the acts of their lessees or guests.

5. SAFETY

No one shall permit any activity or keep anything in a condominium unit, storage area, or common area which would be a fire or health hazard or in any way tend to increase insurance rates. This section has particular reference to barbequing outdoors.

6. EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

A. No owner, tenant, or other occupant of a condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface. Hanging laundry garments or other unsightly objects on balconies is prohibited.

B. No occupant may place any sunscreen, blind, storm shutter or awning on any balcony or exterior opening without first securing written approval of the Board prior to installation. No occupant may erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements.

C. Occupants are not to erect, construct or maintain any wire devices, antennas or other equipment or structures on the exterior of the buildings or on or in any of the common elements, except with the written consent of the Board of the Association.

7. INTERIORS

No occupant may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any

unit or to the common elements; nor any of the foregoing without prior written consent of the Board of the Association.

Any owner may fasten light fixtures, shelving, pictures, mirrors, objects of art, curtain rods, and similar household items to the walls of a unit, provided they may be removed without substantial damage to the common wall structure.

8. FOOD AND BEVERAGES

A. Food and beverages may be consumed in the common areas at the personal discretion of the owners.

B. Owners are responsible for leaving the common areas used, in a clean condition. Frequent violators may have this privilege revoked by the Board.

C. Outdoor cooking is restricted to areas designated for that purpose and located on the ground level.

D. No glass containers may be used in the common areas.

9. GUESTS

Overnight guests (owner not in residence): Owners shall notify the Association, in advance, in writing, of the arrival of guests. Guest information should include the following:

- A. Names of guests.
- B. Relation to owner.
- C. Ages of children, if any.
- D. Expected date of arrival.
- E. Expected date of departure.

It shall be the responsibility of the owner, to provide their guests with a copy of the rules and regulations for use during their visit.

10. SOLICITATION

There shall be no solicitation by any person anywhere in the buildings or common areas for any cause whatsoever unless invited by the unit owner to be solicited, or specifically authorized by the Board.

11. NOISE

A. In order to insure your own comfort and that of your neighbors, radios, stereo amplifiers, and television receivers must be turned to a reasonable volume between the hours of 10:00

P.M. and 8:00 A.M. Sound emitting equipment should not be placed against or attached to walls common to units or exterior screening.

B. All other unnecessary noises such as bidding good night to departing guests, loud conversation on balconies and in common areas should be avoided.

C. No organs or electronically amplified musical instruments may be used without the written consent of the Board.

12. OBSTRUCTIONS

Sidewalks, driveways, entries, and other common areas of travel must not be obstructed in any manner and are to be kept free of any materials which would be unsightly or hazardous.

13. PETS

A. Pets will be limited to small animals under 15 pounds that can be carried in owner's arms.

B. Once any pet owned by a unit owner at the time the unit was acquired from the Developer dies or is disposed of, it may not be replaced without the approval of the Board.

C. Pets must be on a leash at all times when outside the confines of their owners' units and exercised in the designated pet relief areas.

D. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the owner will be asked to dispose of the pet.

E. Lessees or guests of owners will not be permitted to bring pets onto the premises.

F. Pets will not be allowed in the swimming pool area.

14. CHILDREN

A. There are no restrictions with regard to children in residency, except children who are visiting will conduct themselves in accordance with the rules and regulations under parental or guardian supervision.

B. Any child under the age of fourteen (14) years must be accompanied by an adult while at the pool.

15. LEASING/RENTING

A. Unit owners may not rent or lease their unit for less than two (2) weeks to any one tenant.

B. Copies of all rent and lease agreements must be made available to the Board for its records prior to occupancy by the tenant(s).

C. No unit owner may lease his unit for more than one (1) year without the written consent of the Board.

16. OCCUPANCY

A. No owner, lessee, or other occupant of a condominium unit shall use the unit for other than single family residence purposes, except for model apartments maintained by the Developer in accordance with the Declaration of Condominium.

B. No occupant shall make any use of a unit which violates any laws, ordinances or regulations of any governmental body.

C. No occupant shall permit any nuisance or illegal act in his unit or in or on the common elements.

D. The units, common elements, facilities, and recreational facilities are designed for maximum occupancy of six persons per unit.

17. PARKING

A. An owner shall park his respective vehicle parallel to and within the boundaries of assigned parking spaces.

B. Owners, their families, lessees, or guests are not permitted to park in assigned parking space belonging to others. Parking spaces are limited to private passenger vehicles and the use of the parking spaces for storage or any other type of vehicle, equipment or apparatus is prohibited. Recreational vehicles, trucks, boats on trailers, motorcycles, and trailers will not be allowed to park at the Bay Harbor Club.

18. SANITATION

A. Occupants will not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each unit and the common elements shall, at all times, be kept in a clean and sanitary condition. Garbage shall be placed in waterproof bags or similar containers before being placed in trash chutes.

B. Occupants shall not allow anything to fall or be thrown from windows, doors or balconies. No sweepings shall be ejected from any unit into the common elements.

19. FACILITIES/GENERAL

A. The facilities of the condominium are for the exclusive use of members of the Association, lessees, their house guests, and guests accompanied by a member or lessee. No guest or relative of a member or lessee may use the facilities unless in actual residence or accompanied by a member or lessee.

B. These rules and regulations shall apply equally to owners, their families, guests and lessees.

20. SWIMMING POOL

A. Owners, their families, lessees, and guests using the swimming pool do so at their own risk.

B. Persons using the swimming pool are requested to read and obey the posted rules for use of the swimming pool and deck area.

C. Glass containers are prohibited in the swimming pool area.

D. Any child under the age of fourteen (14) years must be accompanied by an adult while at the pool.

E. Footwear and coverups must be worn at all times while in elevators and lobbies. No bare feet.

21. ACCESS

The Association will retain a pass key to the premises. No unit owner shall alter any lock or install a new lock or a knocker on any door without the written consent of the Board. In the event such consent is given, the unit owner shall provide the Association with a key for the use of the Association pursuant to its statutory right to access to the premises.

22. PENALTIES AND FINES

Pursuant to Section 4 of the By-Laws, the Association shall have, through its Board of Directors, the right to assess fines and penalties for the violation of these Rules and Regulations.

OFF
REC 1696 pc 274

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 31, 1983, as shown by the records of this office.

The charter number of this corporation is 771001.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
31st day of October, 1983.



CER-101

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OFF REC 1696 PC 275

OF

BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.

(A NONPROFIT FLORIDA CORPORATION)

ARTICLE I.

The name of this corporation is BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

The purpose for which this corporation is organized to act as the governing association of Bay Harbor Club, A Condominium located at Bonita Springs, Lee County, Florida.

FILED
L33 OCT 31 PM 11:51
SECRETARY
TALLAHASSEE, FLORIDA

ARTICLE III.

The qualification of members of this corporation shall be ownership of a condominium unit in Bay Harbor Club, A Condominium and admission shall be automatic upon securing title to said condominium unit.

ARTICLE IV.

This corporation shall exist perpetually.

ARTICLE V.

The names and residences of the subscribers and directors to these Articles of Incorporation are as follows:

NEIL A. ABRAHAMSON	25791 Hickory Blvd., S.W. Bonita Springs, Fla. 33923
JOSEPH VICTOR	P. O. Box 955 Cuyahoga Falls, Ohio 44319
JERE DUTT	4567 Rex Lake Drive Akron, Ohio 44319

ARTICLE VI.

The affairs of this corporation are to be managed initially by a Board of three (3) Directors who will be elected each year at the annual meeting of this corporation as provided for in the By-Laws. At such time as the Developer has relinquished control of this corporation as provided by the Condominium Act, the Board

shall then be expanded to a maximum of nine (9) Directors, as follows: four (4) Directors representing and being unit owners of each building and one (1) Director elected at large.

ARTICLE VII.

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

NEIL A. ABRAHAMSON	President
JOSEPH VICTOR	Vice President
JERE DUTT	Secretary/Treasurer

ARTICLE VIII.

The By-Laws of this corporation are to be made, altered, amended or rescinded by a majority vote of the members and Directors of this corporation.

ARTICLE IX.

Amendments to the Articles of Incorporation may be proposed and adopted at any regular or specially called meeting of the members of this corporation or any annual meeting of this corporation.

ARTICLE X.

Each unit in the condominium shall have one (1) full vote, which vote shall be cast by a designated owner as provided for in the Declaration of Condominium.

ARTICLE XI.

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

ARTICLE XII.

This corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration and By-Laws.

ARTICLE XIII.

No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or case of this corporation's property or through the rebate of the excess membership dues, fees, or assessments.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 24th day of OCTOBER, 19 ..

Neil A. Abrahamson
NEIL A. ABRAHAMSON

Joseph Victor
JOSEPH VICTOR

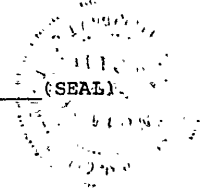
Jere Dutt
JERE DUTT

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgments in the State and County aforesaid, personally appeared NEIL A. ABRAHAMSON, JOSEPH VICTOR and JERE DUTT, known to me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and seal this 24th day of OCTOBER, 198 ..

Richard J. Bluecher
Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND -
MY COMMISSION EXPIRES JULY 1, 1984

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA
NAMING THE AGENT UPON WHOM PROCESS MAY BE SERVED

OFF REC 1696 PC 278

FILED
NOV 15 11:51 AM '83
TALAMON

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

FIRST -- THAT BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM
ASSOCIATION, INC.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA,
WITH ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF Bonita Springs,
(CITY)

STATE OF Florida, HAS NAMED NEIL A. ABRAHAMSON,
(STATE) (NAME OF REGISTERED AGENT)

LOCATED AT 25791 Hickory Boulevard, S.W.,
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Bonita Springs, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT
(CITY)

SERVICE OR PROCESS WITHIN FLORIDA.

SIGNATURE *James Victor*
CORPORATE OFFICER
TITLE Vice President
DATE 10/24/83

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I
HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY
WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND
COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE *Neil Abrahamson*
REGISTERED AGENT
DATE 10/24/83

BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY - These are the By-Laws of Bay Harbor Club of Bonita Beach Condominium Association, Inc., a non-profit Florida corporation formed for the purpose of administering Bay Harbor Club, A Condominium, which is located in Lee County, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the Association).

(.1) OFFICE - The office of the Association shall be at the Condominium.

(.2) FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

(.3) SEAL - The seal of the Association shall bear the name of the Association, the word "Florida", and the year of establishment.

2. MEMBERS' MEETINGS

(.1) ANNUAL MEMBERS' MEETINGS shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting business authorized to be transacted by the members.

(.2) SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President, Vice-President, or by a majority of the Board of Directors, and when called by written notice from ten (10%) percent of the entire membership. As to the meeting required when unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the meeting may be called and notice given by any unit owner if the Association fails to do so.

(.3) NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail at least fourteen (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as

proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting.

The Board of Administration shall also mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered.

Notice of a special meeting to elect a Director or Directors from the unit owners other than the Developer is specified in By-Laws 3(.2)(d).

Notice of a special meeting called by the Board at the written request of ten (10%) percent of the owners because of a budget exceeding 115% of that of the preceding year requires not less than ten (10) days' written notice to each unit owner.

Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage pre-paid not less than ten (10) days prior to the meeting. However, unit owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the condominium to do so.

All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting.

(.4) A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may by law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

(.5) EACH UNIT shall have one indivisible vote, and the vote of the owners of a unit owned by more than one person (except

husband and wife either of whom may cast the vote) or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such unit shall not be considered in determining the requirement for a quorum nor for any other purpose.

(.6) PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before or at the appointed time of the meetings. In no event shall a proxy be valid for more than ninety (90) days from the scheduled meeting date.

(.7) APPROVAL OR DISAPPROVAL of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(.8) ADJOURNED MEETINGS - If any meeting of 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.

(.9) THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS, and, as far as applicable at all other members' meetings, shall be:

- (a) Election of Chairman of the meeting, unless the President or Vice-President of the Association is present then he (or she) shall reside.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of Notice of meeting or waiver of notice.
- (d) Reading and disposing of any unapproved minutes.
- (e) Reports of Directors.
- (f) Reports of Committees.
- (g) Election of Directors.

(h) Unfinished business.

(i) New business.

(j) Adjournment.

OFF
REG 1696 PC 282

3. BOARD OF DIRECTORS

(.1) MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of three (3) Directors selected by the Developer. Boards selected subsequent to the time members other than the Developer are entitled to elect a majority of the Directors shall be composed of not more than nine (9) Directors that the Owners may decide. Other than Directors selected by the Developer, each Director shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Director, as long as it holds at least five (5%) percent of the units that will ultimately be operated by the Association for sale in the ordinary course of business.

(.2) DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Directors except those selected by the Developer shall be elected by a majority of those present and voting at the annual meeting of the members of the Association or at a special meeting called for pursuant to Paragraph 3 (.2)(d) under Florida Statute 718.301.

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors.

(c) Any Director except those selected by the Developer, may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting of the members called for that purpose either by a majority of the Board of Directors or by ten (10%) percent of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) (i) When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be

operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers, or three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers, or when all of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business; or 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, whichever shall first occur. The Developer is entitled to elect at least one member of the Board of Directors as long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

(ii) Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) nor more than forty (40) days' notice of a meeting of the unit owners for this purpose.

(iii) Prior to or not more than sixty (60) days after unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, as specified in Florida Statute 718.301.

(.3) THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Provided however, that in order

to provide a continuity of experience, the members at the first annual meeting after the Developer has relinquished control of the Association may vote to give up to one-third of the Board members terms of one year, the second third of the Board members terms of two years and the remaining Board members terms of three years so that a system of staggered terms will be initiated.

(.4) THE ORGANIZATION MEETING of the newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

(.5) 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, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

(.6) 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 of the Directors. Not less than seven (7) 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, except in an emergency.

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

(.8) MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen but not be heard or participate (unless a majority of the Directors consent thereto) and notice of meetings shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

(.9) 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. If at any meeting of the Board 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 which might have been transacted at the meeting as originally called may be transacted without further notice.

(.10) THE PRESIDING OFFICER at Directors' meeting shall be the President of the Board if such an officer has been elected; and if none, then the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(.11) DIRECTORS SHALL SERVE WITHOUT PAY, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and these By-Laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

(.1) TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the condominium.

(.2) TO MAKE AND COLLECT ASSESSMENTS AGAINST members who own boat slips to defray the costs and expenses of the operation and maintenance thereof.

(.3) TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

(.4) THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.

(.5) THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

(.6) TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

(.7) TO ENFORCE by legal means the provisions of applicable laws, the condominium documents, the By-Laws of the Association, and the regulations for the use of the property in the condominium and to assess reasonable penalties and fines as

against unit owners for violation of the By-Laws and the Rules and Regulations as promulgated by the Board of Directors.

(.8) TO CONTRACT FOR MANAGEMENT of the condominium.

(.9) TO PAY TAXES AND ASSESSMENTS which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

(.10) TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liabilities.

(.11) TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the condominium and not billed to owners of individual units.

(.12) TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seems appropriate for proper administration of the purposes of the Association.

(.13) TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property.

5. OFFICERS

(.1) THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be preemptorily removed by a majority 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.

(.2) THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation.

(.3) THE VICE-PRESIDENT shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(.4) 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 the same 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 the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

(.5) THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; 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 the Treasurer of a corporation.

(.6) THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the condominium.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors shall be kept in a businesslike manner and these plus records of all receipts and expenditures and all other records shall be available for inspection by unit owners and Board members at all reasonable times.

7. FISCAL MANAGEMENT shall be in accordance with the following provisions:

(.1) BUDGET -

(a) A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the condominium including insurance,

management fees, if any, and which shall accrue a reserve for deferred replacement maintenance and depreciation, unless waived annually by a majority vote. It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operating expense previously incurred.

(b) A copy of the proposed annual budget shall be mailed to the unit owners not less than thirty (30) days prior to a meeting of the owners at which the budget will be considered together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then and in that event the Directors shall have the authority to adopt a budget.

(c) The first budget shall be made by the Association.

(.2) ASSESSMENTS - The shares of the unit owners of the common expenses shall be made payable quarterly in advance and shall become due on the first day of each quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(.3) EMERGENCY ASSESSMENTS - Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Directors and the time of payment shall likewise be determined by them.

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

(.5) LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and such owner and his grantees after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by a waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made, per Florida Statute 718.116.

(.6) LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(a) THE UNIT, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirement of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the unit.

(b) ALL TANGIBLE PERSONAL PROPERTY located in the unit except that such lien shall be subordinate to prior liens and security interests of record.

(c) COLLECTION:

(i) INTEREST: APPLICATION OF PAYMENTS - Assessments paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not paid on or before fifteen (15) days shall bear interest at the prime rate plus two points per annum from the date due until paid plus a \$50.00 late charge. All payments upon account shall be first applied to interest and the late charge then to the assessment payment first due. All interest and late charge collected shall be credited to the common expense account.

(ii) SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by

any other remedy available under the laws of the State of Florida, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the prime rate plus two points per annum and late charges, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. Per Florida Statute 718.116(5)(b) the Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure.

(.7) ACCOUNTS - All sums collected from assessments may be commingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

(a) COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all common expenses.

(b) ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any.

(c) CONTINGENCY ACCOUNT - to which shall be credited all sums collected for contingencies and emergencies.

(.8) THE DEPOSITORY of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the Directors. Reserve accounts, however, may be placed in money market certificates or daily cash reserve accounts with stock brokers to earn higher interest.

(.9) A FINANCIAL REPORT of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each member within 30 days after its completion and delivery to the Directors, or at the annual meeting.

(.10) FIDELITY BONDS shall be required by the Board of Directors from all officers and directors of the Association who

control or disburse Association funds. The amount of such bonds shall be determined by the Directors. The premiums of such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the By-Laws of the Association or with the Laws of the State of Florida.

9. AMENDMENTS - Amendments to the By-Laws shall be proposed in the following manner:

(.1) 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.

(.2) A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

(.3) INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by ten percent (10%) of the membership of the Association.

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

(.5) THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

(.6) PROPOSAL TO AMEND EXISTING BY-LAWS shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through with hypens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW # _____ FOR PRESENT TEXT".

10. WEIGHT OF VOTES cast by members of the Association shall be one vote for each unit.

11. IN THE EVENT THE DIRECTORS DEEM IT NECESSARY TO do so, they and the owners may act by written agreement without meetings, which written agreement may be executed in counterparts.

The foregoing was adopted as the By-Laws of BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC., at the first meeting of the Board of Directors.

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RAY HARBOR CLUB, A CONDOMINIUM - Estimated Operating Budget Phase I

	52 Units		Per Unit		YEARLY
	MONTHLY	YEARLY	MONTHLY	QUARTERLY	
I. ADMINISTRATION					
A. Administration of the Association	\$ 500.00	\$ 6,000.00	\$ 9.62	\$ 28.86	\$115.44
B. Management Fees	N/A	N/A	N/A	N/A	N/A
C. Accounting	75.00	900.00	1.44	4.33	17.32
D. Taxes Upon Assn. Property	50.00	600.00	.96	2.88	11.53
E. Taxes Upon Leased Areas	N/A	N/A	N/A	N/A	N/A
F. Rent for Recreational and Other Commonly Used Facilities	N/A	N/A	N/A	N/A	N/A
G. Fees Payable to the Division	25.00	300.00	.48	1.44	5.77
H. Licenses	50.00	600.00	.96	2.88	11.53
I. Legal	100.00	1,200.00	1.92	5.76	23.04
J. Security & Telephone					
K. Working Capital *					
			(included in "A" above)		
II. MAINTENANCE & SUPPLIES					
A. Pool Service	100.00	1,200.00	1.92	5.76	23.04
B. Pool Supplies	75.00	900.00	1.44	4.33	17.32
C. Pool Heat	150.00	1,800.00	2.88	8.65	34.62
D. Lawn & Fertilizer	350.00	4,200.00	6.73	20.20	80.77
E. Building Supplies	75.00	900.00	1.44	4.33	17.32
F. Building Maintenance	250.00	3,000.00	4.81	14.42	57.69
G. Elevator Service	325.00	3,900.00	6.25	18.75	75.00
H. Pest Control	75.00	900.00	1.44	4.33	17.32
I. Equipment Service	75.00	900.00	1.44	4.33	17.32
J. Boat Slips **					
III. UTILITIES					
A. Electric	800.00	9,600.00	15.39	46.16	184.62
B. Water	800.00	9,600.00	15.39	46.16	184.62
C. Sewer & Supplies	250.00	3,000.00	4.81	14.42	57.69
D. Rubbish	150.00	1,800.00	2.88	8.65	34.62
IV. INSURANCE					
A. Insurance	400.00	4,800.00	7.70	23.08	92.31

BAY HARBOR CLUB, A CONDOMINIUM - Estimated Operating Budget Phase I (Continuation)

RESERVES	52 Units		Per Unit	
	MONTHLY	YEARLY	MONTHLY	QUARTERLY
A. ROOF	150.00	1,800.00	2.88	8.65
B. Elevator	100.00	1,200.00	1.92	5.76
C. Building	125.00	1,500.00	2.40	7.21
D. Paving	37.50	450.00	.73	2.17
E. Tennis	37.50	450.00	.73	2.17
TOTALS	\$5,125.00	\$61,500.00	\$98.56	\$295.68
				\$1,182.72

APPORTIONMENT OF COMMON EXPENSES IS SHARED EQUALLY BY ALL 52 UNITS, ESTIMATED QUARTERLY FEE IS: \$295.68 PER UNIT.

THE DEVELOPER MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET IS RENDERED.

THE DEVELOPER GUARANTEES THAT THE ASSESSMENT FOR COMMON EXPENSES SHALL NOT BE INCREASED BEYOND THE DOLLAR AMOUNT STATED IN THE INITIAL BUDGET FOR A ONE YEAR PERIOD COMMENCING WITH THE CLOSING OF THE FIRST UNIT AND HAS AGREED TO PAY THE AMOUNT OF COMMON EXPENSES INCURRED DURING SAID ONE YEAR PERIOD NOT PRODUCED BY THE ASSESSMENT IN THE GUARANTEED LEVEL RECEIVED FROM UNIT OWNERS OTHER THAN THE DEVELOPER. IN RETURN FOR WHICH THE DEVELOPER SHALL BE EXCUSED FROM THE PAYMENT OF HIS SHARE OF THE COMMON EXPENSES WHICH WOULD HAVE BEEN ASSESSED AGAINST UNITS RETAINED BY THE DEVELOPER DURING SUCH ONE YEAR PERIOD.

*EACH UNIT OWNER WILL BE REQUIRED TO PAY A ONE TIME FEE TO THE ASSOCIATION IN THE AMOUNT OF \$200.00 TO PROVIDE A RESERVE FOR WORKING CAPITAL. SAID FEE WILL BE COLLECTED AT THE CLOSING OF SUCH UNIT OWNER'S UNIT.

**EACH UNIT OWNER WHO ALSO OWNS A BOAT SLIP WILL BE REQUIRED TO PAY A MONTHLY ASSESSMENT OF \$5.00 (OR \$15.00 QUARTERLY) TO COVER THE COST OF MAINTAINING EACH BOAT SLIP, PLUS HIS SHARE OF THE ELECTRICITY USED BY ALL THE BOAT SLIPS. THIS \$5.00 MONTHLY (OR \$15.00 QUARTERLY) ASSESSMENT IS IN ADDITION TO THE MONTHLY/QUARTERLY ASSESSMENT FOR COMMON EXPENSES OF THE CONDOMINIUM.

BAY HARBOR CLUB, A CONDOMINIUM - Estimated Operating Budget - Phase II

	104 Units		Per Unit	
	MONTHLY	YEARLY	QUARTERLY	YEARLY
I. ADMINISTRATION				
A. Administration of the Association	\$1,000.00	\$12,000.00	\$ 28.86	\$ 115.44
B. Management Fees	N/A	N/A	N/A	N/A
C. Accounting	150.00	1,800.00	4.33	17.32
D. Taxes Upon Assn. Property	100.00	1,200.00	2.88	11.53
E. Taxes Upon Leased Areas	N/A	N/A	N/A	N/A
F. Rent for Recreational and Other Commonly Used Facilities	N/A	N/A	N/A	N/A
G. Fees Payable to the Division	50.00	600.00	1.44	5.77
H. Licenses	100.00	1,200.00	2.88	11.53
I. Legal	200.00	2,400.00	5.76	23.04
J. Security & Telephone				
K. Working Capital *				
		(included in "A" above)		
II. MAINTENANCE & SUPPLIES				
A. Pool Service	200.00	2,400.00	5.76	23.04
B. Pool Supplies	150.00	1,800.00	4.33	17.32
C. Pool Heat	300.00	3,600.00	8.65	34.62
D. Lawn & Fertilizer	700.00	8,400.00	20.19	80.77
E. Building Supplies	150.00	1,800.00	4.33	17.32
F. Building Maintenance	500.00	6,000.00	14.42	57.69
G. Elevator Service	650.00	7,800.00	18.75	75.00
H. Pest Control	150.00	1,800.00	4.33	17.32
I. Equipment Service	150.00	1,800.00	4.33	17.32
J. Boat Slips **				
III. UTILITIES				
A. Electric	1,600.00	19,200.00	46.16	184.62
B. Water	1,600.00	19,200.00	46.16	184.62
C. Sewer & Supplies	500.00	6,000.00	14.42	57.69
D. Rubbish	150.00	3,600.00	8.65	34.62
IV. INSURANCE				
A. Insurance	800.00	9,600.00	23.08	92.31

PAY HARBOR CLUB, A CONDOMINIUM - Estimated Operating Budget - Phase II (Continuation)

RESERVES	104 Units		Per Unit	
	MONTHLY	YEARLY	MONTHLY	QUARTERLY
A. ROOF	300.00	3,600.00	2.88	8.65
B. Elevator	200.00	2,400.00	1.92	5.76
C. Building	250.00	3,000.00	2.40	7.21
D. Paving	75.00	900.00	.73	2.17
E. Tennis	75.00	900.00	.73	2.17
TOTALS	\$10,250.00	\$123,000.00	\$98.56	\$295.68
				\$1,182.72

APPORTIONMENT OF COMMON EXPENSES IS SHARED EQUALLY BY ALL 104 UNITS, ESTIMATED QUARTERLY FEE IS: \$295.68 PER UNIT.

THE DEVELOPER MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET IS RENDERED.

THE DEVELOPER GUARANTEES THAT THE ASSESSMENT FOR COMMON EXPENSES SHALL NOT BE INCREASED BEYOND THE DOLLAR AMOUNT STATED IN THE INITIAL BUDGET FOR A ONE YEAR PERIOD COMMENCING WITH THE CLOSING OF THE FIRST UNIT AND HAS AGREED TO PAY THE AMOUNT OF COMMON EXPENSES INCURRED DURING SAID ONE YEAR PERIOD NOT PRODUCED BY THE ASSESSMENT IN THE GUARANTEED LEVEL RECEIVED FROM UNIT OWNERS OTHER THAN THE DEVELOPER. IN RETURN FOR WHICH THE DEVELOPER SHALL BE EXCUSED FROM THE PAYMENT OF HIS SHARE OF THE COMMON EXPENSES WHICH WOULD HAVE BEEN ASSESSED AGAINST UNITS RETAINED BY THE DEVELOPER DURING SUCH ONE YEAR PERIOD.

*EACH UNIT OWNER WILL BE REQUIRED TO PAY A ONE TIME FEE TO THE ASSOCIATION IN THE AMOUNT OF \$200.00 TO PROVIDE A RESERVE FOR WORKING CAPITAL. SAID FEE WILL BE COLLECTED AT THE CLOSING OF SUCH UNIT OWNER'S UNIT.

**EACH UNIT OWNER WHO ALSO OWNS A BOAT SLIP WILL BE REQUIRED TO PAY A MONTHLY ASSESSMENT OF \$5.00 (OR \$15.00 QUARTERLY) TO COVER THE COST OF MAINTAINING EACH BOAT SLIP, PLUS HIS SHARE OF THE ELECTRICITY USED BY ALL THE BOAT SLIPS. THIS \$5.00 MONTHLY (OR \$15.00 QUARTERLY) ASSESSMENT IS IN ADDITION TO THE MONTHLY/QUARTERLY ASSESSMENT FOR COMMON EXPENSES OF THE CONDOMINIUM.

(Form OF)

CONSENT OF MORTGAGEE

OFF REC 1696 PG 297

THE UNDERSIGNED, officers of FIRST OF BOSTON MORTGAGE CORPORATION, a corporation organized and existing under the laws of the State of Massachusetts and the owner and holder of a certain encumbrance, to-wit: that certain mortgage encumbering the property herein, which mortgage is recorded in Official Records Book 1657 at Page 3491 of the Public Records of Lee County, Florida, hereby evidence their consent of the Déclaration of Condominium of BAY HARBOR CLUB, A CONDOMINIUM.

IN WITNESS WHEREOF, the undersigned have executed this Consent this 21 day of October, 1983.

Witnesses:

Ronin Avon
Juanne Coggins

By: Raymond H. Wearing (SEAL)
 Title: VICE PRESIDENT
 By: Walter H. Aylesworth (SEAL)
 Title: Assistant V.P.

STATE OF FLORIDA
 COUNTY OF ~~LEE~~ Palm Beach

I HEREBY CERTIFY that on this 21 day of October, A.D., 1983, before me personally appeared Raymond H. Wearing and Walter H. Aylesworth the Vice President and Asst. Vice President respectively of FIRST OF BOSTON MORTGAGE CORPORATION, a corporation under the laws of the State of Massachusetts, to me known to be the persons described in and who executed the foregoing Consent and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Boca Raton in the County and State named above, the day and year last aforesaid.

Ronin Avon (SEAL)
 Notary Public

My Commission Expires:

THE BAY HARBOR CLUB, A CONDOMINIUM

THE RECREATIONAL LAND USE AGREEMENT

OFF REC 1696 PC 298

THIS DOCUMENT IS NOT A RECREATIONAL LEASE AGREEMENT
OR A LAND LEASE OR A LEASE OF ANY KIND

THIS RECREATIONAL LAND USE AGREEMENT is made between BAY VIEW OF BONITA BEACH, INC., a Florida corporation (hereinafter referred to as "Developer"), and BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association").

WHEREAS, the Developer is the owner of certain real property hereinafter described and plans, subject to the terms of this Agreement, to construct thereon certain improvements and amenities which will provide recreational facilities and areas for the use and benefit of the condominium unit owners and/or tenants of the BAY HARBOR CLUB COMPLEX, as hereinafter described; and

WHEREAS, it is presently contemplated that the BAY HARBOR CLUB COMPLEX will contain the BAY HARBOR CLUB, A CONDOMINIUM, located upon certain real property described in Exhibit J.5 (hereinafter referred to as the "condominium land"), and in addition, may contain certain other separate condominiums or improvements to be constructed upon the Phase II lands (hereinafter referred to as "Future Development Land II"), which may have its own separate and distinct condominium association or other governing authority; and

WHEREAS, the Developer presently contemplates that the BAY HARBOR CLUB, A CONDOMINIUM, will contain one hundred four (104) residential condominium units and be located upon the BAY HARBOR CLUB COMPLEX LAND; and

WHEREAS, the Developer may construct (but is not obligated to construct) a separate and distinct condominium containing fifty-two (52) residential condominium units upon Future Development Land II which may be governed by its own, separate and distinct condominium association; and

WHEREAS, the Association is the entity responsible for the operation of the BAY HARBOR CLUB, A CONDOMINIUM, and, therefore, the

Association has entered into this Agreement for the benefit of all unit owners of the BAY HARBOR CLUB, A CONDOMINIUM.

NOW, THEREFORE, the parties in consideration of the foregoing premises and of the mutual covenants hereinafter contained hereby agree to perform all of the conditions, covenants and obligations hereinafter set forth.

1. DEFINITIONS.

All terms used in this Agreement shall be defined in accordance with the provisions of Chapter 718, Florida Statutes, (also known as the Condominium Act) and the Declaration of Condominium for the BAY HARBOR CLUB, A CONDOMINIUM (hereinafter referred to as the "Condominium"), and as follows, unless the context otherwise requires:

A. "Condominium Unit", "Unit", or "Apartment" means the part of the condominium property which is subject to private ownership.

B. "Unit Owner" means the owner of a condominium unit, together with an undivided share in the common elements appurtenant thereto.

C. "Common Expenses" means the expenses which the unit owners are liable to the Association, including the recreation expenses hereunder.

D. "Articles of Incorporation" means the Articles of Incorporation of the Association.

E. "By-Laws" means the By-Laws of the Association.

F. "Phase I Recreational Land" means the real property described on Exhibit J.1 and all improvements now or hereafter located thereon.

G. "Phase II Recreational Land" means the real property described on Exhibit J.2 and all improvements thereon more particularly referenced in paragraph 2B of this Recreational Land Use Agreement.

H. "Recreation Expenses" means taxes, insurance, maintenance, replacement and other expenses generally arising from the ownership of the recreational lands described hereunder, which shall be a part of the common expenses to be assessed by the

Association against each of the units administered by the Association.

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I. "Institutional Mortgagee" means the owner and holder of a mortgage encumbering a condominium unit, which owner and holder of said mortgage is either a bank, or life insurance company, or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts business trust, or an agency of the United States Government, or any entity controlling, controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender or the developer, or assignee, nominee, or designee of the developer.

J. "Institutional Mortgage" means a mortgage owned or held by an institutional mortgagee.

2. PLAN OF DEVELOPMENT.

A. The BAY HARBOR CLUB COMPLEX (hereinafter referred to as "Complex") means and refers to the Condominium and the entire group of condominiums and/or rental type structures and improvements which the Developer intends to construct upon the BAY HARBOR CLUB COMPLEX LAND (hereinafter also described as "Complex Land") which land is more particularly described on Exhibit J.3 attached hereto and made a part hereof. As of the execution of this Agreement the Developer is the owner of the land as described in Exhibit J.3. It is contemplated that the Complex will contain one hundred four (104) residential condominium units, provided, however, the property described as Future Development Land II is a proposed plan of development only and nothing contained herein shall be construed as making it obligatory upon the Developer to construct upon said Future Development Land II or if constructed, to construct same in accordance with any particular plan of development and in fact, if constructed, the Developer need not submit the structures contained therein to condominium ownership but, in fact, may utilize same as rental type structures. It is understood that each condominium submitted to condominium ownership in the Complex may have as its governing body a separate and distinct condominium association for its benefit, rule, maintenance

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and operation subject to the terms of the governing declaration filed with respect thereto. The governing association for the BAY HARBOR CLUB, A CONDOMINIUM is the BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.

B. The Developer intends to reserve certain portions of the Complex Land and to construct thereon certain recreational facilities, improvements and enhancements. One portion of such land shall be known as the Phase I Recreational Land being more particularly described on Exhibit J.1 attached hereto and made a part hereof. Additionally, another portion of such land, the same of which will be located in Future Development Land II shall be known as the Phase II Recreational Lands, being more particularly described on Exhibit J.2 attached hereto and made a part hereof, upon which any related facilities may be built but for which there is no obligation to build on behalf of the Developer or its successors in interest (see paragraph 2F herein). Each condominium, condominium association, condominium unit owner, institutional mortgagee or purchase money mortgagee and any other land owner of the Complex (or portion thereof), and their invitees, licensees, tenants, guests, lessees, successors and assigns shall, subject to the terms of this Agreement, have the right to the use and benefit of the recreational lands together with the facilities and personal property improvements located thereon and, therefore, shall be obligated to pay the recreation expenses as provided hereunder and to otherwise be subject to the terms and conditions hereof.

C. This Recreational Land Use Agreement shall be one of the condominium documents for each condominium in the Complex and the Association has entered into this Agreement so as to acquire the possessory and use interests in the recreational lands for the enjoyment, recreation, and other use and benefit of all unit owners of the BAY HARBOR CLUB, A CONDOMINIUM.

D. Because of the unique features of the development of the Complex and the continuing necessity to preserve the plan of development therefor, the Developer has set forth covenants as to the use of the recreational lands, which covenants shall run with the Phase I Recreational Land, the Phase II Recreational Land

(subject to the provisions of paragraph 2F), and the Complex Land described in Exhibit J.3 which includes such lands as submitted to condominium ownership and the units thereto, which said covenants are set forth in Paragraph 3 of this document.

E. The Phase I Recreational Land and Phase II Recreational Land shall be conveyed in accordance with the following terms and conditions:

(.1) In the event that the BAY HARBOR CLUB, A CONDOMINIUM, has been constructed upon the condominium land and a separate and distinct condominium with its own separate and distinct condominium association has been constructed upon the Future Development Land II, then in such event, the Developer shall convey the Phase I Recreational Land and the Phase II Recreational Land (subject to the provisions of paragraph 2F) as follows an undivided fifty percent (50%) interest therein to the Association and an undivided fifty percent (50%) interest therein to the separate and distinct association governing the affairs of the condominium located upon Future Development Land II. Said conveyance shall take place upon the first to occur of the following:

(i) Within three (3) months after titles to ninety percent (90%) of the previously unsold units contained within the Complex have been transferred to initial purchasers thereof, or

(ii) At the discretion of the Developer, on or before December 31, 1989, or

(iii) By December 31, 1989.

(.2) In the event that the BAY HARBOR CLUB, A CONDOMINIUM, has been constructed upon the condominium land and in the event that titles to ninety percent (90%) of the previously unsold units of the aforementioned condominium have been transferred to initial purchasers thereof, and, as of December 31, 1989, temporary or permanent certificates of occupancy have not been issued for all rental or residential housing units then contemplated to be constructed upon Future Development Land II, then, in such event, fee simple title to the Phase I Recreational Land and the Phase II Recreational Land (subject to the provisions,

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of paragraph 2F) together with all improvements thereon shall be conveyed to the Association.

F. Notwithstanding anything contained in this Agreement to the contrary, the following provisions shall govern and control Developer's obligations to improve, construct or subject the lands referred to as Future Development Land II or the Phase II Recreational Land (as more particularly described in paragraph 2B of this Agreement) to the terms of this Agreement. Developer shall have no obligation to commence construction on the recreational lands known as Phase II Recreational Land, or to convey same to the Association or to subject such recreational lands to the terms of this Agreement. In the event that Developer decides, in its sole discretion, to construct the recreational facilities on the land known as Phase II Recreational Land, and does in fact commence construction of such improvements within seven (7) years from the date of this Agreement, then, at such time, the Phase II Recreational Land shall be subject to the terms of this Agreement and shall be conveyed in accordance with the terms of paragraph 2E hereof. In the event that Developer does not in fact commence construction of such improvements within seven (7) years from the date of this Agreement, then there shall be no obligation to construct any improvements upon or convey title to the Phase II Recreational Lands, or to subject such lands to the terms of this Agreement. In the event that Developer does commence construction within the aforescribed seven (7) year period, Developer shall complete construction of the improvements no later than six (6) months from the date of commencement; provided, however, that in the event that the progress of the construction of the improvements herein is delayed at any time by strikes, war or declaration of a national emergency, or any other events that would be sufficient to support a defense under Florida law based upon the impossibility of performance for reasons beyond the Developer's control, then, the approximate time of completion of the improvements may be extended by the Developer for a period equivalent to the time lost by reason of any or all of such events.

The conveyance to the hereinbefore described grantee or grantees shall vest fee simple title to the Phase I Recreational

Land and, if appropriate, the Phase II Recreational Land in said grantees free and clear of mortgages or liens subject to the covenants herein contained and to the continuing obligations created hereunder to pay the expenses of such recreational lands, and subject to the then existing conditions of title including the exceptions contained in the initial condominium deed from the Developer to the various unit owners. Said grantee or grantees shall not, subsequent to the receipt of conveyance of title as aforesaid, convey the recreational lands except to the unit owners upon termination of the condominiums as provided in the declaration of condominium for each condominium in the Complex, nor shall said grantees encumber, mortgage, pledge, hypothecate, or lease said recreational lands without the consent of the Developer. Said grantee or grantees shall pay all expenses in connection with the conveyance of the recreational lands including but not limited to documentary stamps, recording expenses, abstracting and title insurance.

3. COVENANTS AS TO USE.

The Developer and the Association hereby agree that the following uses shall be made of the recreational lands, to wit:

A. The Phase I Recreational Land has or will have certain improvements constructed thereon, as is more particularly shown on the site plan. Subject to paragraph 2F of this Agreement, the Phase II Recreational Land is contemplated to have certain improvements thereon more particularly a barbeque/picnic area. The recreational lands shall always be kept and maintained for recreational uses and shall not otherwise be used for residential, commercial or industrial construction of any kind.

B. The Association shall impose rules and regulations regulating the use and enjoyment of said lands and the maintenance of shrubbery, tennis courts and other improvements located thereon from time to time in conformity with the foregoing purposes, and thereafter may modify, alter, amend, rescind and augment any such rules and regulations as permitted by the By-Laws. Upon the acceptance and execution of this Agreement by the separate condominium association or other entity (the "other association") administering the separate condominium or rental or other

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improvements that have been developed upon Future Development Land II (in accordance with the terms of paragraph 8 of this Agreement), then, in that event, the following shall control the imposition of rules and regulations concerning the use of enjoyment of the recreational lands improvements. The Association and the other association(s) shall, through their respective boards of directors, or, if there be none, by any reasonable means, designate two (2) representatives to the Bay Harbor Club Recreational Lands Committee (the "Committee"). The Committee shall assist the Associations and have rule making authority with respect to the imposition, modification or rescission of rules and regulations governing the use and enjoyment of the recreational lands, provided, however, that the Committee shall only have authority to take action approved by a majority vote of its members at meetings duly noticed to all members in writing at least two (2) days prior to such meeting. The latest edition of Roberts Rules of Order shall control the meetings and conduct of the Committee with respect thereto. It is the intention of the parties hereto that the Committee's authority shall be limited to the modification, alteration, amendment, rescission or augmentation of rules and regulations concerning the use and enjoyment of the recreational lands by unit owners and tenants. The BAY HARBOR CLUB CONDOMINIUM ASSOCIATION, INC. shall continue to enforce and administer all such rules and bear sole responsibility for maintenance, repair, purchasing of materials and general management of said recreational lands.

C. The recreational lands may be connected or joined together with or encroaching upon the common elements of the condominiums in the Complex or the situation may be vice versa, as the case may be. In the event of the foregoing, same is deemed authorized and an easement appurtenant to the extent of any such encroachment and same shall exist so long as such encroachment shall exist. The Developer and the Association hereby grant to each other, their heirs, successors and assigns and all third party beneficiaries, including condominium unit owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the

condominiums or rental apartment buildings in the Complex or recreational lands.

D. Non-exclusive easements shall exist for utility services and drainage in order to adequately serve the recreational lands and the Complex Land and for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the recreational lands and Complex Land as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the recreational lands and Complex Land as may from time to time be paved or unpaved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and tenants of the Complex and their institutional mortgagees, the Developer, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the recreational lands. The utility services as referred to in this paragraph, include, but are not limited to, electric power, gas, water, heating, air conditioning, sprinkler systems, drainage, sewage and garbage disposal. It is specifically understood that the Developer has the right and authority to create non-exclusive easements over, through and across the recreational lands and the Complex Land in order to provide irrigation, and sprinkler systems for the benefit of unit owners and/or tenants or other land owners in the Complex.

E. The Developer and/or the Association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements, and execute and deliver bills of sale, warranty deeds, or execute such other documents as may be necessary, or do any or all of the foregoing in connection with the water, drainage, sewage or other utility distribution systems and facilities located on or under the recreational lands including but not limited to utility lines, pipes, water mains and manholes. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate city or county authorities with respect to the water and sewage distribution system and facilities so that such

authorities will maintain and operate the said water and sewage distribution system and facilities.

F. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions encumbering the recreational lands, then the matter shall be referred to the Developer. A determination rendered by the Developer shall be final and binding on all the parties concerned herewith.

G. The recreational lands are not for the use and enjoyment of the public.

4. RECREATIONAL EXPENSES.

The following constitute recreation expenses:

A. Taxes.

The Association covenants and agrees that it will pay at least thirty (30) days prior to the date of delinquency all and any taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments, impositions, liens for public improvements, special charges, and assessments and, in general, all taxes, tax liens, which may be assessed against the recreational lands and against any and all personal property which is now or hereinafter placed thereon, including all interest, penalties and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms in installments, then the Association shall have the right to pay the same as such installments fall due.

B. Liability Insurance.

From and after the date of execution of this Agreement, the Association will cause to be written and pay the premiums on a policy or policies or insurance in the form generally known as public liability and/or owners', landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operations and maintenance of the recreational lands and of the improvements and buildings located thereon, or for any other risk insured against by such policies, each class of which policies shall have been written within limits of not less



than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person and for not less than Three Million Dollars (\$3,000,000.00) for damages incurred by more than one person, and for not less than One Hundred Thousand Dollars (\$100,000.00) for property damage. All such policies will name the Association and the Developer as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each subject policy shall be delivered to the Association and the Developer. After conveyance to the Association of the recreational lands and termination of the Developer's interest therein, the Association may maintain such policies as determined by the Association.

C. Utility Charges.

The Association agrees and covenants to pay all charges levied for utilities on the recreational lands whether they are supplied by a public or private firm, and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, and any other type of utility, or any other type of service charge.

D. Fire, Windstorm and Other Casualty Insurance.

The Association hereby covenants and agrees to pay the cost of premiums for insurance to keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the recreational lands. Such policies shall only be issued by good and responsible insurance companies authorized to do business in the State of Florida, and same shall protect against loss or damage caused by or resulting from fire, windstorm, or other casualty, in an amount that would be sufficient to prevent co-insurance on the part of the parties provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against co-insurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to the parties hereto as their respective interests may appear. In the event of the destruction of said building or appurtenances by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to the parties hereto as their

respective interests may appear, which parties shall open an account with a banking institution doing business in Lee County, Florida, for the purpose of providing a fund for the repair and reconstruction of the damage. The parties shall pay into such account, in addition to the insurance proceeds, such additional sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage. Notwithstanding anything to the contrary herein, insurance proceeds disbursed hereunder shall, upon Developer's conveyance of the lands in accordance with paragraph 2E hereof, be disbursed only to the Association. In the event of any damage to any building or improvement or the destruction thereof, the Association shall repair or rebuild the same or construct new facilities similar to the old and shall utilize for this purpose insurance monies payable. The Association covenants and agrees that the reconstruction or repair shall be completed within six (6) months from the date proceeds sufficient for this purpose are made available to the Association. If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of the Association or Association's contractor, then the time of completion beyond the said six (6) month period shall be extended for such reasonable time as may be required to effect completion of said construction. Notwithstanding the foregoing, in the event such casualty to the recreational lands and facilities is a "very substantial" one as defined in the various declarations of condominium for the Complex, then the method contained in the said declarations of condominium regarding reconstruction procedures shall be applicable to the rebuilding of the recreational facilities hereunder if such "very substantial" casualty has also occurred to two or more condominiums in the Complex except such determination shall be made by the general membership of the Association.

E. Maintenance and Repair of Property

The Association shall keep, maintain and replace the tennis courts, patio areas, shade shelters, water and sewage distribution systems and facilities, walkways, fixtures and

improvements which may be at any time situated on the recreational lands and all appurtenances thereto and keep same in good and substantial repair and in a clean and sanitary condition, and the Association will use, keep, maintain and replace said premises and improvements thereon in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof. Expenses therefor shall be disbursed by the Association, but collection of such expenses shall be in accordance with the terms of paragraph 5 below. The Association will protect and indemnify forever save and keep harmless Developer from and against any loss, cost, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations herein contained, or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever, or arising out of any happening or occurrence in or about or upon the said premises or upon the sidewalks, approaches, and appurtenances adjoining the same or caused by the Association, or occasioned by any person or persons occupying, holding, or claiming by, through, or under the Association. In the event that city or county municipal authorities undertake to maintain and operate the water and sewage distribution system and facilities, including, but not limited to, utility lines, pipes, water mains, and manholes, then the Association shall cease maintaining and operating same.

F. In addition to the foregoing, the Association shall hire such employees and purchase such equipment and materials as may be needed to provide for management and supervision of the recreational lands. It is, therefore, anticipated that as part of the recreation expenses, there shall be such sums to pay for such labor, equipment, materials and employees.

5. APPORTIONMENT AND COLLECTION OF RECREATION EXPENSES.

A. Apportionment.

Expenses of the recreational lands shall be paid and apportioned in the following manner:

(.1) For the Phase I Recreational Land and the Phase II Recreational Land, a sum equal to fifty percent (50%) of

the recreation expense which shall be paid by the BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, which condominium association governs the affairs of the BAY HARBOR CLUB, A CONDOMINIUM. Further, a sum equal to the remaining Fifty percent (50%) of the recreation expense shall be paid by the Developer of the BAY HARBOR CLUB, A CONDOMINIUM unless or until the first to occur of the following: (i) the Developer ceases to be the legal or equitable title holder to Future Development Land II or (ii) a seven year period from the date of this Agreement has passed and certificates of occupancy for the buildings then contemplated to be constructed upon Future Development Land II if any, have not been issued. In the event the Developer's payment obligations hereunder have been discharged by reason of the conditions herein described, then, in that event, such additional expenses shall be paid by the BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.

(.2) Notwithstanding the terms of the aforementioned paragraph, in the event that certificates of occupancy have been issued by appropriate governmental authorities with respect to all buildings and improvements which are then contemplated to be constructed upon Future Development Land II then the recreation expense of the Phase I Recreational Land and the Phase II Recreational Land shall be paid for and apportioned as follows: a sum equal to fifty percent (50%) of the recreation expense shall be paid by the BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.; a sum equal to the fifty percent (50%) of the recreation expenses shall be paid by the separate condominium association governing the affairs of a condominium that may be recorded among the Public Records of Lee County, Florida, for the land described in Exhibit J.4 (Future Development Land II), or, in the event that a condominium is not declared, then said sum shall be paid by the entity governing the affairs of the improvements constructed upon Future Development Land II, or, if no entity exists, by the title holder to such improvements.

It is the intention of the parties hereto that the BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC. shall act as the collection agent for the expenses and the disbursements

of the recreational lands in accordance with this Agreement. It is the further intention of the parties that when a condominium is created on the Future Development Land II that by virtue of the declaration of condominium for said project having been filed among the Public Records of Lee County, Florida, then that condominium, by and through its condominium association shall pay its share of the recreation expense as set out herein, or, in the event a building is erected and a condominium is not to be declared and submitted to condominium ownership, then the owner of such structure upon the certificate of occupancy being issued for such a building shall be responsible for the payment of its share of the recreation expense as set out herein. It shall be the obligation and responsibility of the BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC. to administer the rules and regulations and the maintenance, repair and purchasing of materials for the recreational lands in accordance with the provisions of paragraph 3B of this Agreement. In the event a condominium is declared and submitted to condominium ownership upon any of the lands described in Exhibit J.4, then such condominium association governing the affairs of such condominium shall declare that any expenses to paid hereunder will be deemed a common expense of the condominium attributable to that association. Such expenses shall be borne by the unit owners of the condominium as an apportionment of the quarterly maintenance assessments and, accordingly, will be deemed common expenses of that condominium.

It is understood and agreed that the Complex shall not contain more than one hundred four (104) residential condominium units.

B. Payment and Collection by Association of Common Expenses.

Each declaration of condominium in the Complex shall provide that the "recreation expenses" are common expenses. Accordingly, the association for each such condominium shall assess and collect the recreation expenses due hereunder to the same extent as all of the common expenses of each condominium in the Complex.

In the event, for any reason, the Association, a separate and distinct condominium association, or the owner of any

building constructed on the Complex shall fail to collect or pay over the recreation expense due hereunder while the Developer is the owner of the recreational lands hereunder, then the Developer shall have the right but not the obligation to collect said expenses from the Association, the separate and distinct condominium association (and/or the respective individual unit owners who shall be jointly and severally liable for payment of said expenses), or the owner of any building constructed on the Complex in accordance with the following:

(.1) Actions at Law or Equity. The Developer may file an action at law or in equity to collect the sums due hereunder from the associations and/or the unit owners or other owners or to otherwise enforce the terms and provisions hereof. In any such action the prevailing side shall be entitled to attorneys' fees and costs.

(.2) Lien. In order to secure performance of the payment of the recreational expenses the Developer shall have the right to a lien upon the Complex and each unit thereof, including all appurtenances and fixtures thereto or other improvements, for the payment of all sums due hereunder which lien shall also secure attorney's fees and costs of collection. This lien shall not be effective until the recordation of a claim or affidavit of lien executed by the Developer pursuant to the terms hereof in the Public Records of Lee County, Florida, which describes the property against which said lien is claimed, the name of the record owner thereof, the amount and date when due. Said lien shall at all times be subordinate and inferior to the lien of any institutional mortgage filed prior to the recordation of Developer's lien as provided hereunder.

In the event an institutional mortgagee obtains title to a condominium unit in the Complex as a result of the foreclosure of its mortgage, or by voluntary conveyance in lieu of said foreclosure, then such institutional mortgagee, as such acquiror of title, its successors and assigns, shall not be liable for any delinquent expenses or charges under this Recreational Land Use Agreement or pertaining to such condominium unit or chargeable to the former owner of such condominium unit which became due prior

to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Rather, such institutional mortgagee, as such acquiror, and its successors and assigns, shall be liable for its share of expenses attributable to any condominium unit owned by it from the date of acquiring said condominium unit.

After the Developer conveys title to the recreational lands as herein provided or in the event the Developer does not exercise its rights above, then the Association shall have the right and authority to institute the foregoing actions against unit owners in any condominium in the Complex or any other party in the Complex who has failed to pay the required expenses as provided under this Agreement.

6. COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.

The Association covenants and agrees that it will, at its own expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire and hazard requirements, zoning requirements, setback requirements and other similar requirements designed to protect the public and which affect the recreational lands.

7. LAWFUL USE OF PREMISES.

The Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of Lee County, Florida, the State of Florida, and the United States of America, and all public authorities with respect to the recreational lands or use thereof and will not during such time permit the same to be used for any illegal or immoral purpose, business, or occupation.

8. SEPARATE CONDOMINIUMS OR OTHER IMPROVEMENTS.

In the event that separate and distinct condominiums or other improvements are developed on Future Development Land II the Developer covenants and agrees that it will cause the condominium association or other entity administering the operation of the separate condominium or rental or other improvements to execute and be a party to this Agreement.

9. GENERAL PROVISIONS.

A. The terms of this Agreement shall be deemed to be

perpetual. The covenants and restrictions contained herein shall run with and bind all of the real property described in Exhibits J.1, J.2, J.3, J.4 and J.5 and shall inure to the benefit of the Developer, the Association and the owner of any property subject to this document and their legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date of this Agreement; after which time the restrictions and covenants contained herein shall be automatically extended for two (2) successive fifty (50) year periods unless an instrument signed by all the persons or entities then owning two thirds (2/3) of all the apartments and units subject hereto has been recorded agreeing to terminate said covenants and regulations.

B. The right to modify these regulations, covenants, the terms of this Recreational Land Use Agreement and any legal descriptions attached hereto and made a part hereof as exhibits is hereby reserved to the parties signatory hereto provided that any such modification shall be set forth in an instrument executed by these parties and placed among the Public Records of Lee County, Florida. This right of modification is subject to the following, namely, that such modifications shall not be inconsistent with the purposes and conditions herein set forth and shall not change the method of assessment or collection and recreational expenses in a manner that would be disproportionate to any owner of a unit. Notwithstanding the foregoing, after the conveyances of the recreational lands and the termination of the Developer's interests therein, the Association may make such further changes, amendments, and modifications, to this Recreational Land Use Agreement in the same manner as is permitted for an amendment to the Articles of Incorporation or the By-Laws of the Association as would be voted upon and determined by the entire membership of the Association for the Complex.

C. Invalidation of any one of the provisions, agreements, covenants or undertakings herein contained by judgment or order of any court shall not affect any other provision of this Recreational Land Use Agreement which shall remain in full force and effect. Notwithstanding anything to the contrary contained herein, any amendment, change or modification to the Recreational

Land Use Agreement which would affect the surface water management system shall, if necessary, have the prior approval of the South Florida Water Management District.

D. Subject to any limitations contained herein, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereunder.

E. Any obligation of the Developer hereunder shall terminate upon the conveyance of the recreational lands to the Association as provided hereunder.

IN WITNESS WHEREOF, this BAY HARBOR CLUB Recreational Land Use Agreement has been signed by the Developer and the Association this 24th day of OCTOBER, 1983.

Witnesses:

BAY VIEW OF BONITA BEACH, INC.
a Florida corporation

Anita C. Thomas

BY: Neil A Abrahamson

Richard J. Buckley

Attest: J. West

(SEAL)

BAY HARBOR CLUB OF BONITA BEACH
CONDOMINIUM ASSOCIATION, INC.,
a Florida not for profit
corporation

Anita C. Thomas

BY: Neil A Abrahamson

Richard J. Buckley

Attest: J. West

(SEAL)

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 24th day of OCTOBER, 1983, before me personally appeared NEIL A ABRAHAMSON and JERE DUTT, SR, President and VICE-PRESIDENT, respectively of Bay View of Bonita Beach, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Recreational Land Use

Agreement, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the use and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Richard J. Shuckert
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND.
MY COMMISSION EXPIRES JULY 1 1986

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 24th day of OCTOBER, 1983, before me personally appeared NEIL A ABRAHAMSON and JERE DUTT, SR., President and SECRETARY, respectively of Bay Harbor Club of Bonita Beach Condominium Association, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Recreational Land Use Agreement, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the use and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Richard J. Shuckert
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND.
MY COMMISSION EXPIRES JULY 1 1986

OFF REC 1696 PG 318

**BAY HARBOR CLUB
A CONDOMINIUM
PARCEL IN SECTION 25, T-47S, R-24E.
LEE COUNTY, FLORIDA**

PHASE I - RECREATION AREA A (NOT A PART OF THE CONDOMINIUM PROPERTY)
A tennis court lying above the lot or parcel described as follows:

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 65° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' E for 200 feet; thence run N 58° 32' E for 367.84 feet; thence run N 8° 48' W for 206.24 feet; thence run S 81° 12' W for 28.0 feet to the point of beginning; from said point of beginning, run S 8° 48' E for 22.0 feet; thence run S 81° 12' W for 110.0 feet; thence run N 8° 48' W for 120 feet; thence run N 81° 12' E for 110 feet; thence run S 8° 48' E for 98.0 feet to the point of beginning.

PHASE I - RECREATION AREA B (NOT A PART OF THE CONDOMINIUM PROPERTY)

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 8° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet; thence N 58° 32' E for 367.84 feet; thence run N 8° 48' W for 206.24 feet to the point of beginning; from said point of beginning, run S 81° 12' W for 3.0 feet; thence run N 8° 48' W for 120 feet; thence run N 81° 12' E for 119.0 feet; thence run N 8° 48' W for 52 feet; thence run N 81° 12' E for 18 feet more or less to the waters of an arm of Estero Bay; thence run southerly along said waters for 128 feet more or less to an intersection with a line bearing N 81° 12' E; thence run 143 feet more or less to the point of beginning.

PHASE I - ROAD, DRAINAGE, & UTILITY EASEMENT - A

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 58° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet to the point of beginning; from said point of beginning, run N 31° 28' W for 50.0 feet; thence run N 58° 32' E for 285.94 feet; thence run S 20° 42' W for 78.06 feet; thence run S 58° 32' W for 226.0 feet to the point of beginning.

RECORDERS MEMO
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

REC 1696 PG 319

**BAY HARBOR CLUB
A CONDOMINIUM
PARCEL IN SECTION 25, T-47S.,R-24E.
LEE COUNTY, FLORIDA**

PHASE II - RECREATION AREA (NOT A PART OF THE CONDOMINIUM PROPERTY)

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 88° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 25' E for 200.0 feet; thence run N 58° 32' E for 367.86 feet; thence run N 8° 48' W for 206.24 feet; thence run N 81° 12' E for 116.0 feet to the point of beginning; from said point of beginning, run N 81° 12' E for 27 feet more or less to the waters of an arm of Estero Bay; thence run southerly along said waters for 53 feet more or less to an intersection with a line bearing N 61° 12' E; thence run S 81° 12' W for 18 feet more or less; thence run N 8° 48' W for 52 feet to the point of beginning.

RECORDERS MEMO
Legibility of Writing, Typing or Printing Unsat-
isfactory in This Document When Received.

OFF
REC 1696 PC 320**BAY HARBOR CLUB
A CONDOMINIUM**PARCEL IN SECTION 25, T-47S, R.-24 E.
LEE COUNTY, FLORIDA

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the NE corner of Block J, BONITA BEACH SUBDIVISION, according to a map or plat thereof recorded in Plat Book 8 at page 65 of the Public Records of Lee County, Florida; run N.58°32'E. for 100 ft. to the NE line of Hickory Boulevard as shown on said plat; thence run S.31°28'00"E. on the NEly line of said Hickory Boulevard as shown on said plat for 200 ft. to the POB; From said POB run N.31°28'W. along said NEly line of Hickory Boulevard for 200 ft.; thence run N.30°01'W. for 43.02 ft.; thence run N.30°08'W. along said NEly line for 207.05 ft.; thence run N.58°32'E. along the NWly boundary of lands conveyed by deed recorded in Deed Book 327 at page 19 of the Public Records of Lee County, Florida, for 530 ft., more or less to the waters of an arm of Estero Bay; thence run SWly and Sly along said waters to an intersection with a line bearing N.58°32'E. passing through the POB; thence run S.58°32'W. along said line to the POB. Bearings hereinabove mentioned are from said plat of Bonita Beach.

LESSOUTLOT (NOT A PART OF BAY HARBOR CLUB, A CONDOMINIUM)

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 58° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat to the point of beginning; From said point of beginning, run N 31° 01' W for 43.02 feet; thence run N 30° 08' W for 207.05 feet; thence run N 58° 32' E along the northwesterly boundary of lands conveyed by deed recorded in Deed Book 327 at Page 19 of the Public Record of Lee County, Florida for 404 feet; more or less to an intersection with a line bearing N 21° 32' E in the waters of an inlet; thence run S 21° 32' W for 425 feet more or less to an intersection with a line bearing N 58° 32' E passing through the point of beginning; thence run S 58° 32' W for 58 feet more or less to the point of beginning.

Bearings hereinabove mentioned are from said plat of Bonita Beach.

RECORDERS MEMO
Legibility of Writing, Typing or Printing: Unsatisfactory in This Document When Received.

OFF REC 1696 PC 321

**BAY HARBOR CLUB
A CONDOMINIUM**
PARCEL IN SECTION 25, T-47S, R-24E.
LEE COUNTY, FLORIDA

RECORDERS MEMO
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

PHASE II - BAY HARBOR CLUB, A CONDOMINIUM

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 58° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 21° 22' E along said northeast line of Hickory Boulevard for 200.0 feet; thence run N 58° 32' E for 226.0 feet to the point of beginning;

From said point of beginning, run N 20° 42' E for 192.0 feet; thence run N 69° 18' W for 92.0 feet; thence run S 20° 42' E for 120.0 feet; thence run N 69° 18' W for 45.0 feet; thence run N 15° 15' E for 131.0 feet; thence run N 81° 12' E for 150.0 feet; thence run N 5° 48' W for 22.0 feet; thence run N 81° 12' E for 171 feet to the waters of an arm of Estero Bay; thence run southwesterly along said waters to an intersection with a line bearing N 58° 32' E passing through the point of beginning; thence run S 58° 32' W for 260 feet more or less to the point of beginning.

PHASE II - ROAD, DRAINAGE, & UTILITY EASEMENTS - A

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 58° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' E for 200.0 feet; thence run N 58° 32' E for 226.0 feet to the point of beginning; from said point of beginning, run N 20° 42' E for 78.06 feet; thence run N 58° 32' E for 235 feet to the waters of an arm of Estero Bay; thence run 42° E for 78.06 feet; thence run N 58° 32' E for 60 feet more or less to an intersection with a line bearing N 58° 32' E southwesterly along said waters for 60 feet more or less to an intersection with a line bearing N 58° 32' E passing through the point of beginning; thence run S 58° 32' W for 260 feet more or less to the point of beginning.

PHASE II - 5 FEET WIDE BOAT DOCK UTILITY AREA

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 58° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' E for 200.0 feet; thence run N 58° 32' E for 486 feet more or less to the waters of an arm of Estero Bay, the point of beginning; from said point of beginning, run northerly along said waters for 184 feet more or less to an intersection with a line bearing N 81° 12' E; thence run S 81° 12' W for 5 feet; thence run southerly and parallel to said waters for 187 feet more or less to an intersection with a line bearing N 58° 32' E; thence run N 58° 32' E for 5 feet more or less to the point of beginning.

OFF REC 1696 PG 322

**BAY HARBOR CLUB
A CONDOMINIUM**
PARCEL IN SECTION 25, T-47S, R.-24 E.
LEE COUNTY, FLORIDA

PHASE I - BAY HARBOR CLUB, A CONDOMINIUM

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 58° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat to the point of beginning;

From said point of beginning, run N 68° 32' E for 58 feet more or less to the water of an inlet and an intersection with a line bearing N 21° 32' E; thence run in the waters of the inlet for 425 feet more or less to an intersection with a line bearing N 58° 32' E which is the nor'westerly boundary of lands conveyed by deed recorded in Deed Book 327 at Page 19 of the Public Records of Lee County of Florida; thence run N 58° 32' W for 250 feet more or less to the water of an arm of Estero Bay; thence run southwestwesterly and southerly along said waters for 310 feet more or less to an intersection with a line bearing N 81° 12' E; thence run S 81° 12' W for 171 feet more or less; thence run S 8° 48' E for 22.0 feet; thence run S 81° 12' W for 150.0 feet; thence run S 15° 15' W for 131.0 feet; thence run S 69° 18' E for 65.0 feet; thence run S 20° 42' W for 82.49 feet; thence run S 58° 32' W for 160 feet; thence run N 31° 28' W for 135.0 feet to the point of beginning.

PHASE I - 10 FEET WIDE UTILITY EASEMENT - B (TO OUTLOT)

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 58° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat to the point of beginning; from said point of beginning, run N 58° 32' E for 10 feet; thence run S 31° 28' E for 135 feet; thence run S 58° 32' W for 10 feet; thence run N 31° 28' W for 135 feet to the point of beginning.

PHASE I - 5 FEET WIDE BOAT DOCK UTILITY AREA

A lot or parcel of land lying in Section 25, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Bonita Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 65 of the Public Record of Lee County, Florida; run N 58° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' E for 200 feet; thence run N 58° 32' E for 367.84 feet; thence run N 8° 48' W for 206.14 feet; thence run N 81° 12' E for 143 feet more or less to the waters of an arm of Estero Bay, the point of beginning; from said point of beginning, run northwesterly and westerly along said waters for 398 feet more or less; thence run inland perpendicularly to said waters for 5 feet; thence run parallel to said waters easterly and southeasterly for 398 feet more or less to an intersection with a line bearing N 81° 12' E; thence run N 81° 12' E for 5 feet to the point of beginning.

RECORDERS MEMO
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

NOV 1 11 39 AM '93
RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED
SAL BERNALI
CLERK OF CIRCUIT COURT