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Retn:
CONROY CONROY ET AL
PICK UP

**DECLARATION OF CONDOMINIUM
OF
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM**

MADE this 15th day of JULY, 2005, by Fairway Preserve Apartments at Olde Cypress, Ltd., a Florida limited partnership, hereinafter called "Developer", for itself and its successors, grantees and assigns.

1. **THE LAND:** Developer owns certain real property located in Collier County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Land").
2. **SUBMISSION STATEMENT:** Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or fixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of the recording of this Declaration; excluding therefrom, however, any public utility installations, cable television lines, and other similar equipment that are owned by the utility furnishing services to the Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit, or any other interest in the Association Property, or the lease, occupancy, or use of any portion of the Association Property shall constitute an acceptance and ratification of all provisions of this Declaration, as it may be amended from time to time, and shall signify agreement to be bound by its terms.

Fairway Preserve at Olde Cypress, a condominium, contains 264 residential units in eleven (11) buildings, each of which are three (3) stories.

3. **NAME:** The name by which this condominium shall be identified is Fairway Preserve at Olde Cypress, a condominium ("Condominium").
4. **DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes ("Condominium Act"), unless the context otherwise requires.
 - 4.1 **"Assessment"** means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.
 - 4.2 **"Association"** means Fairway Preserve at Olde Cypress Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this condominium.
 - 4.3 **"Association Property"** means all property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.
 - 4.4 **"Board of Directors"** or **"Board"** means the representative body which is responsible for the administration of the Association and its affairs, and is the same body referred to in the Condominium Act as the "Board of Administration" or "Board".

4.5 “Condominium Documents” means and includes this Declaration, and all recorded exhibits thereto, including without limitation, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations, all as amended from time to time.

4.6 “Developer” means Fairway Preserve Apartments at Olde Cypress, Ltd., a Florida limited partnership, and its successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration. A unit owner, solely by the purchase of a unit, shall not be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents or by law, unless such unit owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.7 “Family” or “Single Family” shall refer to any one of the following:

- (A) One (1) natural person.
- (B) Two (2) or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.
- (C) Two (2) or more natural persons meeting the requirements of (B) above, except that there is among them not more than one person who is not related to some or all of the others.

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

4.9 “Institutional Mortgagee” shall refer to any one of the following:

- (A) A lending institution holding a mortgage encumbering a unit, including without limitation any of the following types of institutions or entities: a federal or state savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida.
- (B) A governmental, quasi-governmental or private company that is engaged in the business of making, purchasing, holding, guaranteeing or insuring residential mortgages, including without limitation the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration and the Department of Urban Development.
- (C) Developer and any investors and lenders, or the successors and assigns of such investors and lenders, who have loaned money to Developer to acquire land comprising the Condominium or to construct improvements, and who have a first mortgage lien on all or a portion of the Condominium securing such loan.

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

4.11 "Legal Fees" means reasonable fees for attorney and paralegal services incurred in connection with (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (ii) collection of past due Assessments, including without limitation, preparation of notices and liens, and shall also include court costs through and including all trial and appellate levels and post-judgment proceedings.

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

4.13 "Occupy", when used in connection with a unit, means the act of staying overnight in a unit. "Occupant" is a person who occupies a unit.

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

4.15 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.

4.16 "Unit Owner" or "Owner" means the record owner of legal title to a condominium parcel.

5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS:

5.1 Survey, Plot Plan and Floor Plans. Attached hereto as part of Exhibit "B", and incorporated by reference herein, are a survey of the Land, plot plans and floor plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the exhibit is in sufficient detail to identify each unit, the common elements, limited common elements, and their relative locations and dimensions. No unit bears the same designation as any other unit in the Condominium.

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

(A) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to their intersections with the perimeter boundaries:

(1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the unit.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the unit.

(B) Perimeter Boundaries. The perimeter boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the drywall walls bounding the unit as

shown in Exhibit "B" hereto, extended to their intersections with each other and with the upper and lower boundaries.

- (C) Interior Walls. No part of the non-structural interior partition walls within a unit shall be considered part of the boundary of a unit.
- (D) Apertures. Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, skylights, screens and all framing, casings and hardware therefor, are excluded from the unit.
- (E) Utilities. The unit shall not be deemed to include any pipes, wiring, ducts or other utility installations that are physically within the above-described boundaries, but which serve other units or the common elements. Such utility installations shall be common elements.

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

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE:

6.1 Shares of Ownership. The owner of each unit shall also own an undivided share in the common elements and in the common surplus. Each unit in the Condominium shall have a 1/264th undivided share in the common elements and in any common surplus.

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

- (A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.
- (B) Membership in the Association, with full voting rights appertaining thereto, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.
- (C) The exclusive right to use the limited common elements reserved for the unit, and the non-exclusive right to use the common elements and Association Property.
- (D) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- (E) Other appurtenances as may be provided by law or by this Declaration.

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

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. An owner is entitled to use the common elements and Association Property in accordance with the purposes for

which they are intended, but no use of the unit or of the common elements and Association Property may unreasonably interfere with the rights of other unit owners or other persons having rights to use the Association Property. No unit may be divided, and no fractional portion sold, leased or otherwise transferred. The use of the units, common elements and limited common elements shall be governed by the Condominium Documents and by the rules and regulations adopted by the Board of Directors, as set forth in the Bylaws.

7. COMMON ELEMENTS; EASEMENTS:

7.1 Definition. The term "common elements" means all of the property submitted to condominium ownership that is not within the unit boundaries set forth in Section 5 above. The common elements include without limitation the following:

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

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

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

and occupant, their respective guests and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designed for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes.

- (D) Support. Each unit shall have an easement of support and necessity and shall be subject to an easement of support and necessity in favor of all other units and common elements.
- (E) Construction; Maintenance. Developer (including its designees and contractors) shall have the right to enter the Association Property and take any action reasonably necessary or convenient for the purpose of completing the construction thereof, provided such activity does not prevent or unreasonably interfere with the use and enjoyment by the unit owners of the Association Property.
- (F) Sales Activity. For so long as it holds any unit for sale in the ordinary course of business, Developer and its designees shall have the right to use, without charge, any units owned by it, the common elements and Association Property, in order to establish, modify, maintain and utilize, as it and they deem appropriate, model units and sales and other offices. Without limiting the generality of the foregoing, Developer and its designees may show model units or the common elements and Association Property to prospective purchasers or tenants, erect signs or other promotional material on the Association Property, and take all other action helpful for sales, leases and promotion of the Condominium. Any models, sales or other offices, signs and any other items pertaining to any sales or leasing efforts shall not be considered part of the common elements and Association Property and shall remain the property of Developer. Developer reserves the right for itself and any of its affiliates to use the units as Developer and/or any of Developer's affiliates may determine, in their sole discretion, to the extent permitted by law.

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

8. LIMITED COMMON ELEMENTS:

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

- (A) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, the exclusive use of which is appurtenant to the unit, maintained, repaired and replaced by, and solely at the expense of, the

owner of the unit.

- (B) Lanais and Concrete Slab Walkouts. As shown on Exhibit "B", attached to certain of the units is either a lanai or concrete slab walkout, which exclusively serves the unit to which it is attached. The lanais and walkouts are limited common elements. Each of the units to which a lanai or walkout is attached shall have the exclusive right to use said lanai or walkout. The maintenance, repair and replacement of the lanais and walkouts shall be the responsibility of the Association, and the costs associated with said maintenance shall be a common expense.
- (C) Uncovered and Covered Parking Spaces and Garages. As shown on Exhibit "B", there are four hundred eighty-two (482) total parking spaces on the Association Property, including fourteen (14) handicap parking spaces, three hundred nineteen (319) uncovered parking spaces, and one hundred forty-nine (149) covered (carport) parking spaces. There are seventy (70) garages on the Association Property. At a minimum, each unit shall be assigned the exclusive right to use one (1) uncovered parking space. Developer shall make available for sale and assignment to the unit owners, on a first come first serve basis at a price determined solely by Developer, the exclusive rights to use the covered parking spaces and garages. Said use rights shall be an appurtenance to the unit to which it is assigned, and the deed conveying title to the unit to which the exclusive use right is assigned shall convey said use rights, and shall designate the parking space number or garage being assigned. Each unit shall have the exclusive right to use the parking space to which it is assigned. Maintenance of the uncovered and covered (carport) parking spaces shall be by the Association, and the costs associated with said maintenance shall be a common expense. Maintenance of the exterior of the garages shall be by the Association, and maintenance of the interior of the garages shall be by the unit owners to which the garage use is assigned. All unassigned parking spaces shall be common elements and shall be available for the general use of all unit owners and their tenants, guests, and invitees. Developer may but is not required to convert up to one hundred twenty (120) additional uncovered parking spaces (the location of said spaces shall be determined solely by Developer) to covered parking spaces, for sale to unit owners on a first come first serve basis, at prices determined solely by Developer. No unit may have the right to use more than two (2) parking spaces comprised of the following: (i) at least one (1) assigned parking space, covered or uncovered, or one (1) garage, and one (1) unassigned, uncovered parking space; or (ii) two (2) assigned covered or uncovered parking spaces or garages or any combination thereof. The exclusive use rights to an assigned covered or uncovered parking space or a garage may be exchanged between units, or transferred to another unit as follows: the unit owners desiring to exchange or transfer use rights shall execute a certificate of exchange or transfer, which shall include the recording date of the Declaration, and shall be executed by the exchanging or transferring owners with the formalities required for execution of a deed. The exchange or transfer of use rights shall be complete and effective when the duly executed certificate is recorded in the Public Records of Collier County, Florida. The costs of preparing and recording the certificate shall be borne by the unit owners making the exchange or transfer of the exclusive use rights. A copy of the recording certificate shall be provided to the Association for its official records within fifteen (15) days of the date of its recordation.
- (D) Balconies, Entries and Walkways. Any balcony, entry and walkway shown on

Exhibit "B" which is attached to and serves a particular unit is a limited common element appurtenant to, and designated for the exclusive use of, said unit. The maintenance, repair and replacement of such balconies, entries and walkways shall be the responsibility of the Association and the costs associated with said maintenance shall be a common expense.

- (E) Others. Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element, whether specifically described above or not.

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

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

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

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

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

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

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

9.7 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The

right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

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

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

9.10 Disposition of Property. Except as provided in Section 9.8 above, any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the unit owners. The Board of Directors, by the same vote requirement, is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

9.11 Roster. The Association shall maintain a current roster of names, mailing addresses and unit identifications of unit owners and, if known, telephone numbers. The Association shall maintain the electronic mailing addresses and the numbers designated by unit owners for receiving notice sent by electronic transmission of those unit owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from the Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or number for receiving electronic transmission of notices. A copy of the roster shall be made available to any member upon request.

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

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement or insurance of the common elements and Association Property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service for the Association Property and for irrigation shall be a common expense. Developer has entered into a bulk contract for basic cable programming service for the entire condominium. The costs of such service shall be a common expense, to the extent permitted by law.

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

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become

the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

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

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

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

10.7 Acceleration. If any special Assessment or installment of a regular Assessment as to a unit becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual Assessment and all special Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid Assessments. The written notice to the unit owner of the Association's intention to foreclose its lien right shall be sent to the unit owner by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due Assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the condominium parcel, the name of the record owner, the name and address of the Association, the Assessments past due and the due dates. The lien is in effect until barred by law. The Claim

of Lien secures all unpaid Assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

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

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

10.11 Certificate As To Assessments. Within fifteen (15) days after receiving a written request by a unit owner, purchaser or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") signed by an officer or agent of the Association stating whether all Assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the certificate.

10.12 Statutory Assessment Guarantee; Liability of Developer for Common Expenses. Developer guarantees that from the date this Declaration is recorded in the Public Records of Collier County, Florida until December 31, 2005, or such earlier date as unit owners other than the Developer first elect a majority of the Directors of the Association ("turnover date"), Assessments against units for common expenses will not exceed \$280.00 per month (\$840.00 per quarter) exclusive of reserves. If the turnover date has not occurred by December 31, 2005, the Developer further guarantees that from January 1, 2006, until the turnover date, Assessments against units for common expenses will not exceed \$295.00 per month (\$885.00 per quarter) exclusive of reserves. During the guarantee period(s), Developer and all units owned by Developer shall not be subject to Assessment for common expenses. However, Developer shall be obligated to fund any deficit caused by the failure of Assessments at the guaranteed level receivable from other unit owners to meet the common expenses incurred by the Association.

Notwithstanding the foregoing, if during the time Developer controls the Association, the Association has maintained all insurance coverage required by Section 718.111(11)(a), Florida Statutes, common expenses incurred during the guarantee period as a result of a natural disaster or an act of God occurring during the said guarantee period which are not covered by the proceeds from such insurance, may be assessed against all unit owners owning units on the date of such natural disaster or act of God, and their successors and assigns, including the Developer with respect to units owned by the Developer.

Only regular periodic Assessments against the unit owners for common expenses as disclosed in the annual operating budget shall be used for payment of common expenses during the guarantee period. No funds which are receivable from unit owners and payable to the Association, including capital contributions or startup funds collected from the unit owners at closing on their purchase of the Unit may be used by the Developer for payment of common expenses.

10.13 Special Assessments. So long as Developer holds any unit for sale in the ordinary course of business, Developer shall be exempt from Assessments of Developer as a unit owner for capital improvements unless Developer gives its approval in writing. Developer shall further be exempt from any action by the Association that would be detrimental to the sales of units by Developer unless Developer approves the action.

in writing. However, an increase in Assessments for common expenses without discrimination against Developer will not be deemed to be detrimental to the sales of units.

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS:

Responsibility for the protection, maintenance, repair and replacement of the Association Property, and restrictions on its alteration and improvement shall be as follows:

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

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Water pipes, up to the individual unit cut-off valve inside each unit.
- (C) Cable television wiring up to the point where the wiring enters individual units.
- (D) Sewer lines, up to where the sewer lines enter individual units.
- (E) All installments located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.
- (F) The exterior surfaces of the main entrance doors to the units.
- (G) All exterior building walls, including exterior painting, waterproofing, and caulking.
- (H) Roofs, balconies and lanais.
- (I) Lakes and lake fountain features, including lighting.
- (J) Clubhouse Facilities and Amenities.
- (K) Gated entrance feature, including television monitoring system.
- (L) Covered (carport) parking spaces.
- (M) The exterior surfaces of the garage buildings.
- (N) Nine (9) hole putting green.
- (O) Indoor racquetball court

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

necessity must be cut or removed to gain access to work areas located behind them.

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

- (A) Maintenance, repair and replacement of screens (including decorative unit front entry door screens and concrete walkout screen enclosures referred to in Section 11.4 below), windows and window glass, and interior caulking of windows.
- (B) The entrance door to the unit and its interior surface.
- (C) All other doors within or affording access to the unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving only the unit, except those that are expressly made the Association's responsibility elsewhere in this Section 11.
- (E) The circuit breaker panel located inside the unit, the electric meter serving the unit, and all electrical wiring into the unit from the panel.
- (F) Appliances, water heaters, smoke alarms, and vent fans.
- (G) All air conditioning and heating units, service lines, equipment, thermostats, ducts and installations serving the unit exclusively; provided, however, that if any repair or alteration is to be made on the common elements, the prior approval of the Board of Directors shall be required.
- (H) Carpeting and other floor coverings.
- (I) Door and window hardware and locks.
- (J) Shower pans.
- (K) The main water supply shut-off valve for the unit.
- (L) All interior, partition walls which do not form part of the boundary of the unit.
- (M) Other facilities or fixtures which are located or contained entirely within the unit and serve only the unit.
- (N) Storm shutters installed by the unit owner, if any.
- (O) The entrance to the garage and the garage door to the garage serving the unit and its interior surface.
- (P) 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. No owner shall

make any change, modification, or alteration to the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or to do any work which would jeopardize the safety or soundness of the buildings on the Association Property or impair the easements.

11.3 Other Unit Owner Responsibilities. The unit owner shall also have the following responsibilities:

- (A) Lanais, Concrete Walkouts, Balconies and Walkways and Parking Spaces. Where a Limited common element consists of a lanai, concrete walkout, balcony, walkway, or parking space, the unit owner who has the right to the exclusive use of said lanai, concrete walkout, balcony, walkway or parking space shall be responsible for the day-to-day cleaning and care of the area, and the wiring, electrical outlet(s) and fixture(s) thereon and therein, if any, and the replacement of light bulbs. No part or portion of a lanai, concrete walkout, balcony, walkway or parking space may be enclosed without the prior approval of the Board. No lanai, concrete walkout, balcony, walkway or parking space may be carpeted, covered or enclosed in any way without the prior approval of the Board of Directors, and no carpeting or river rock may be installed or affixed to any concrete surfaces of the concrete walkout, balcony or parking space exposed to the elements. The maintenance, repair, replacement and insurance of any such approved enclosure, carpeting or covering shall be the responsibility of the unit owner. Maintenance, repair and replacement of all screening, including frames and screen doors, if any, shall be the responsibility of the owner. The Association is responsible for the maintenance, repair and replacement of all exterior building walls and concrete walkouts.
- (B) Interior Decorating. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (C) Flooring. Hard surface floor coverings, such as marble, wood, or vinyl or ceramic tile, other than as originally installed by the Developer or as already existing, as the case may be, may not be applied to the floor surfaces of any portion of a unit located above the ground floor unless there is an approved form of sound-deadening or sound insulation material placed between such flooring and the unfinished floor surface of the unit. The manner of installing any such hard surface floor materials must be approved in writing by the Association prior to the installation. If prior approval is not obtained, the Board may, in addition to exercising all other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the sole expense of the offending unit owner.
- (D) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be white or off-white in color, and subject to the rules and regulation of the Association.
- (E) Modifications and Alterations. If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner and his successors in

title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the Association Property. In the event of conflict, the provisions of this paragraph shall prevail over the provisions of Section 11.1 above.

- (F) Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.
- (G) Duty to Report. Each unit owner shall promptly report to the Association or its agents any defect or need for repairs to the Association Property, the remedying of which is the responsibility of the Association.

11.4 Alteration to Units, Limited Common Elements or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his or her Unit, its appurtenant limited common elements, or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit are subject to regulation by the Board of Directors. The Board of Directors shall adopt specifications for both decorative screens for front entry doors to the units, and for lanai screen enclosures of the concrete walkouts, which specifications shall include material, color, style and other factors deemed relevant by the Board, and which shall comply with all applicable building codes. No decorative or other front entry unit doors screens or concrete walkout screen enclosures may be installed which do not comply with the specifications adopted by the Board of Directors.

No owner may alter the landscaping in any way without prior Board approval. If any unit owner requests approval of an alteration or modification involving the removal of any interior partition wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated adverse effects on the Condominium.

11.5 Alterations and Additions to Common Elements and Association Property; Hurricane Shutters. The protection, maintenance, repair, insurance and replacement of the common elements and Association Property is the responsibility of the Association, and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or any real property owned by the Association, which costs more than \$10,000.00 in the aggregate in any calendar year, without the prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or Association Property also constitutes a material alteration or

substantial addition to the common elements or Association Property, no prior unit owner approval is required.

The Board of Directors shall adopt hurricane shutter specifications for each building in the Condominium, which shall include color, style and other factors deemed relevant by the Board, and which shall comply with all applicable building codes. No hurricane shutters may be installed which do not comply with the specifications adopted by the Board of Directors.

The Board may, subject to applicable provisions of the Condominium Act and with the approval of a majority of the voting interests, install hurricane shutters, and may maintain, repair or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units or Association Property. The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board shall constitute a common expense. The Board may operate the installed shutters without permission of the unit owners where such operation is necessary to preserve and protect the Association Property. The installation, replacement, operation, repair and maintenance of the hurricane shutters shall not be deemed a material alteration to the common elements or Association Property. Notwithstanding the foregoing, a unit owner who has previously installed hurricane shutters in accordance with the specifications adopted by the Board of Directors, or with laminated glass architecturally designed to function as hurricane protection which complies with applicable building code shall receive a credit equal to the pro rata portion of the assessed installation costs assigned to each unit. However, such unit owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed by the Board on common elements and Association Property, and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair and maintenance of such shutters.

11.6 Enforcement of Maintenance. If, after reasonable notice, the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any other lawful actions to remedy such violations, including but not limited to, repairing, replacing, or maintaining any item which in the business judgment of the Board of Directors constitutes an unreasonable danger to the common elements or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses of collection, if any.

11.7 Negligence: Damage Caused by Condition in Unit. Each owner shall be liable for the expenses of any maintenance, repair or replacement of the common elements, other units, Association Property, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents or tenants. Each unit owner has a duty to maintain his unit, any Limited common element appurtenant to the unit (except those limited common elements required to be maintained by the Association, as provided in Section 11.1 above) and personal property therein in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements, Association Property or the property of other owners and residents. If any condition, defect or malfunction resulting from the owner's failure to perform this duty shall cause damage to other units, the common elements, Association Property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner. Nothing herein contained shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

11.8 Association's Access to Units. The Association has an irrevocable right of access to the units

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

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

11.10 Developer's Warranties. Notwithstanding anything contained in this Section 11 to the contrary, each unit owner acknowledges and agrees that Developer shall be irreparably harmed if a unit owner undertakes the repair or replacement of any defective portion of a unit, a building, the common elements or any other real or personal property comprising the Association Property during the time in which Developer is liable under any warranties in connection with the sale of any unit. Accordingly, each unit owner hereby agrees: (i) to promptly, upon such unit owner's knowledge of the existence of any such defective portion, provide written notice to Developer specifying each defective portion, upon the receipt of which Developer shall have sixty (60) days ("Repair Period") to commence the repair or replacement of such defective portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Developer fails to commence the repair or replacement of such portion within the Repair Period, such unit owner may repair or replace same. If any unit owner fails to comply with the provisions of this Section 11.10, such unit owner will be deemed to have breached his obligation to mitigate damages, and such unit owner's conduct shall constitute an aggravation of damages.

11.11 Combining Units. Nothing in this Declaration shall be construed as prohibiting the Board of Directors from authorizing the removal of any party wall between two or more units to allow them to be used together as one unit. In that event, all Assessments, voting rights and the share of common elements shall be calculated as the units were originally designated on the exhibits attached to the original Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the owner of such combined units shall be treated as the owner of as many units as have been so combined.

12. USE RESTRICTIONS: The use of the Association Property shall be in accordance with the following provisions:

12.1 Units. Each unit shall be occupied by only one (1) family and its guests at any time. Each unit shall be used as a residence and for no other purpose. No unit shall be permanently occupied by more than two (2) persons per bedroom, and no unit shall be occupied overnight by more than two (2) persons per bedroom

plus two (2) persons, such number to include all guests. No business, commercial activity or profession shall be conducted in or from any unit. The use of a unit as a "public lodging establishment" (as defined in Chapter 509, Florida Statutes) shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling personal, business or professional telephone calls or written correspondence in and from the unit. Such uses are expressly declared customarily incident to residential use.

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

12.3 Pets. The owner of each unit may keep no more than two (2) commonly accepted household pets, such as a dog or cat, not more than two (2) caged birds, and reasonable numbers of tropical fish in a unit, subject to reasonable regulation by the Association. The following breeds are strictly prohibited from being kept anywhere on the Association Property: pit bull, rottweiler, Doberman pincher, and German Shepard. All pets must be carried or leashed at all times while outside of the unit. The owner is responsible for cleaning up after his pet. The ability to keep such pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents in the Condominium. No reptiles, amphibians, poultry, or livestock may be kept at the Condominium. Pets shall not be left unattended on lanais, balconies or concrete walkouts. Tenants and guests of unit owners shall not be permitted to keep pets on the common elements of the Association Property.

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

12.5 Signs. No unit owner other than Developer may post or display "For Sale", "For Rent", "Open House" or other signs or advertisements anywhere on the Association Property without the written consent of the Board. Developer specifically reserves the right to place and maintain identifying or informational signs on the Association Property as well as any signs in connection with its sales activities.

12.6 Use of Lanais, Balconies and Walkways. No lanai, balcony or walkway shall be obstructed, littered, defaced or misused in any manner. They shall be used only for the purposes intended, and shall not be used for hanging or drying clothing, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

12.7 Motor Vehicles; Parking. Parking of any vehicle on the streets, walkways or lawn within the condominium is strictly prohibited. Parking by any unit owner or tenant of any unit owner in designated guest parking spaces is strictly prohibited. Parking at the Condominium is restricted to private automobiles and passenger-type "mini-vans", jeeps, motorcycles and pick-up trucks (personal and commercial) having a capacity of no more than two (2) tons. Parking of equipment, campers, mobile homes, motor homes, recreational vehicles, golf carts, boats and other watercraft, boat trailers and similar vehicles on Association Property is strictly prohibited. The prohibitions on parking of the aforementioned recreational type or excessive weight commercial vehicles shall not apply to temporary loading and unloading (not to exceed eight (8) hours) of said vehicles such as for construction use or providing pick-up and delivery and other commercial services. Nothing herein shall restrict Developer or its designees from placing, parking or storing vehicles that are engaged in any activity relating to construction, maintenance, sale or marketing of any units in the

condominium. No abandoned, inoperable or oversized vehicle of any kind shall be stored, kept or parked on the Association Property. An "abandoned or inoperable vehicle" is any vehicle that has not been driven under its own propulsion for a period of two (2) weeks or longer.

12.8 Antennae and Satellite Dishes. No outside television, radio or other electronic towers, aerials, antennae, satellite dishes or devices of any type or kind for the reception or transmission of radio or television broadcasts or other means of communication (collectively, "Devices") shall be placed or erected upon any portion of a unit, the Association Property, except as may be required in connection with the provision of a bulk cable television or master antenna system servicing the Condominium, or as may be allowed by any applicable law. The Board may adopt reasonable rules governing the types of Devices that may be installed and may impose restrictions relating to safety, size, location and maintenance of the Devices. No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Association Property without the prior written consent of the Board.

12.9 Hurricane Season. Each unit owner who plans to be absent from his unit during hurricane season must prepare his unit prior to his departure by removing any and all furniture, potted plants and other movable objects, if any, from his lanai and exterior entry area and by designating a responsible firm or individual satisfactory to the Association to care for his unit should the unit suffer hurricane damage.

12.10 Display of United States Flag. Any unit owner may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

12.13 Lakes. Swimming in the lakes is prohibited.

13. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by owners shall be restricted as provided in this Section. The ability of a unit owner to lease his unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the owner. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

13.1 Procedures.

- (A) Notice by the Unit Owner. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a precondition to approval.
- (B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.
- (C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole

Board so votes and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- (1) the unit owner is delinquent in the payment of Assessments at the time the application is considered;
 - (2) the unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;
 - (3) the real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees or entering into leases without prior Association approval;
 - (4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
 - (5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
 - (6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
 - (7) the prospective lessee evidences a strong possibility of financial irresponsibility;
 - (8) the prospective lessee, during previous occupancy in this Condominium or elsewhere, has evidenced an attitude of disregard for the Association rules;
 - (9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit are not paid; or
 - (10) the owner fails to give proper notice of his intention to lease his unit to the Board of Directors.
- (D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board, at its election, may approve or disapprove the lease. Any lease entered into without approval, at the option of the Board, may be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.
- (E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium Assessments may not be delegated to the lessee.

- (F) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members.

13.2 Exceptions for Mortgagees. The provisions of Section 13.1 shall not apply to leases entered into by Institutional Mortgagees who acquire title through the mortgage whether by foreclosure or by a deed in lieu of foreclosure. The Developer is not exempt from the leasing requirements of Section 13.1.

13.3 Term of Lease and Frequency of Leasing. No unit may be leased more often than four (4) times in any calendar year, or for a period of less than thirty (30) days. The first day of occupancy under the lease shall determine in which year the lease occurs. Except as to the leases in effect on the date of recordation of this Declaration, no lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted without Board approval. The Board, at its discretion, may approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed without Board approval.

13.4 Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and his spouse and temporary house guests may occupy the unit.

13.5 Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.6 Regulation by Association. All of the provisions of the Condominium Act, the Condominium Documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Documents, including, without limitation, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.

13.7 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and wife or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

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

14.1 Forms of Ownership:

- (A) One Person. A unit may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.
- (B) Two or More Persons. Co-ownership of units by two (2) or more persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the unit may be used as short-term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one (1) approved natural person as "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one (1) such change will be approved in any twelve (12) month period except in the case of the death or incapacity of the primary occupant.
- (C) Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one (1) natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period except in the case of the death or incapacity of the primary occupant.
- (D) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In such event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all Assessments and charges against the unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one (1) life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

14.2 Transfers.

- (A) Sale or Gift. No unit owner may dispose of a unit or any interest in a unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (B) Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. The approval shall not be denied to any

devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

- (C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, the person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.
- (D) Committee Approval. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

14.3 Procedures.

(A) Notice to Association.

- (1) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.
- (2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 13.
- (3) Demand. With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.
- (4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within twenty (20) days after receipt of the required notice and all

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

- (C) Disapproval. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereinafter the "seller") the name of an approved purchaser who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two (2) state certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in the cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium Assessments shall be prorated to the day of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchase shall be deemed to be approved, despite the Association's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Section 14.1, 14.2 and 14.3 above are not applicable to unit sales by Developer, nor to the acquisition of title by an Institutional Mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor to the subsequent sale of the unit by the mortgagee.

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

14.6 Fees Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and wife or parent and child considered one (1) applicant).

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

15.1 By the Unit Owner. Each unit owner is responsible for insuring his own unit, and the personal property therein, including all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning or heating equipment, water heaters, water filters, built-in cabinets and countertops, window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing, which are located within the boundaries of a unit and serve only one (1) unit, and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries. Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he or she bears financial responsibility for any damage or liability to other owners that would otherwise be covered by such insurance. Each hazard insurance policy issued to a unit owner shall provide that coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property, and shall be without rights of subrogation against the Association.

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

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

- (A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.
- (B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- (C) Statutory Fidelity Bond. As required by law.

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

- (A) Flood insurance.
- (B) Broad Form Comprehensive General Liability Endorsement.
- (C) Directors and Officers Liability.
- (D) Medical Payments.
- (E) Leakage, seepage and wind-driven rain.
- (F) Worker's Compensation.

15.5 Description of Coverage; Policy Copies. A detailed summary of the coverage included in the Association policies, and copies of said policies, shall be available for inspection by unit owners or their authorized representatives at reasonable times upon request.

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

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

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

The foregoing notwithstanding, insurance proceeds on account of NFIP flood insurance policies (if any) covering specific units which was purchased by the Association or various unit owners shall be used only for the purpose of repairing or replacing the unit to which the respective policy applies and that unit's appurtenant share of the common elements, and no other unit owner or unit may benefit from said proceeds. If the Condominium is not to be restored or rebuilt, the proceeds shall accrue to the benefit of the respective unit owner and his mortgagees, if any.

15.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

- (A) Costs of Protecting and Preserving the Property. If a person other than the person

responsible for repair and reconstruction has properly advanced funds to preserve and protect the property against further damage or destruction, the funds so advanced shall first be repaid, with interest if required.

- (B) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs as provided in Section 15.7(A) and (B) above. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.
- (C) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the proceeds on account of that damage shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

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

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

16.1 Damage to Units. Where loss or damage occurs within one (1) or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15.7 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair and shall bear the burden of the deductible in the same shares as they received the benefits of the Association's coverage.

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

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

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

damage occur then:

- (A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may appear to be reasonably necessary under emergency conditions, as further provided in Section 4.16 of the Bylaws. This authority includes actions to protect life and property, to evacuate or shore up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Association Property as might be reasonable under the circumstances to protect the Association Property from further damage or deterioration. This authority includes the authority to expend any and all available Association funds, including reserves.
- (B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.
- (C) A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership on reconstruction or termination of the Condominium, subject to the following:
 - (1) If the insurance proceeds and reserves available for restoration and repair are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished with a special Assessment not exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then the Condominium shall be restored and repaired unless two-thirds (2/3) of the total voting interests shall vote for termination, in which case the Condominium shall be terminated.
 - (2) If upon the advice of legal counsel, it appears unlikely that the applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units; or if the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can only be accomplished by levying special Assessments exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, unless two-thirds (2/3) of the total voting interests vote in favor of such special Assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If the requisite number of unit owners approve reconstruction, the Board of Directors shall levy the necessary Assessments and shall proceed to negotiate and contract for repairs and restoration. The proceeds from the special Assessments shall be added to the funds available for repair and restoration of the property.
- (D) If any dispute shall arise as to whether "very substantial" damage has occurred or as to the amount of special Assessments required, a determination by at least two-thirds (2/3) of the Directors shall be conclusive and shall be binding upon all unit owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for

repair and restoration come first from the insurance proceeds. If there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the owners, except as otherwise provided in Section 15.7(C) above.

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

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

17. CONDEMNATION:

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

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

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be deemed to be Association Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

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

17.5 Units Reduced but Tenatable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenatable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- (A) Restoration of Unit. The unit shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the

owner of the unit.

- (B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.
- (C) Adjustment of Shares of Common Elements. If the floor area of a unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking. Such amendment must be approved by a majority of all unit owners if it is not ordered by a governmental entity, and the consent of mortgagees is not required for such amendment.

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

- (A) Payment of Award. The award shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagee(s).
- (B) Addition to Common Elements. If possible and practical, the remaining portions of the unit shall become a part of the common elements, and shall be placed in condition for use by some or all unit owners in the manner approved by the Board of Directors.
- (C) Adjustment of Shares in Common Elements. The shares of the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment. Such amendment must be approved by a majority of all unit owners if it is not ordered by a governmental entity, and the consent of mortgagees is not required for such amendment.
- (D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned unit to the unit owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special Assessment against all unit owners who will continue as owners of units after the changes in the Condominium resulting from the taking. The Assessments shall be made in proportion to the shares of those owners in the common elements after the changes resulting from by the taking.
- (E) Arbitration. If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following: the unit owner, the first mortgagee, if any, and the Association shall each appoint one state certified real property appraiser, who shall appraise the

unit and determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the fair market value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

17.7 Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

17.8 Amendment of Declaration. Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment must be approved by a majority of all unit owners if it is not ordered by a governmental entity, and the consent of mortgagees is not required for such amendment.

18. TERMINATION: The Condominium may be terminated in the following manner:

18.1 Agreement. The Condominium may be terminated at any time by written agreement of the owners of at least three-fourths (3/4) of the units in the Condominium and the Primary Institutional Mortgagees, or, after substantial destruction or condemnation of the Condominium, upon agreement by unit owners who represent at least sixty-seven percent (67%) of the total voting interests in the Association and by eligible mortgage holders who represent at least fifty-one percent (51%) of the voting interests of the unit estates that are subject to mortgages held by eligible holders.

18.2 Very Substantial Damage. If the Condominium suffers "very substantial damage" to the extent defined in Section 16.3 above, and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated without agreement.

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

18.4 Wind-up of Association Affairs. The termination of the Condominium, by itself, does not terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association

shall continue to have the powers granted in the Declaration, and in the Articles of Incorporation and Bylaws, for the purpose of winding up the affairs of the Association in accordance with this Section.

18.5 Trustee's Powers and Duties. The termination trustee shall hold title to the property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former unit owners approve a sale of the property as provided in this Section, the termination trustee shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of this Section. The termination trustee shall be entitled to charge a reasonable fee for acting in such capacity, and such fee and all costs and expenses incurred by the termination trustee in the performance of its duties shall be paid by the Association or taken from the proceeds of the sale of the former condominium and Association Property, and shall constitute a lien on the property superior to any other lien. The trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as termination trustee unless such liabilities are the result of gross negligence or malfeasance. The termination trustee may rely upon the written instructions and information provided by officers, Directors or agents of the Association, and shall not be required to inquire beyond such information and instructions.

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

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

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

18.9 Termination Incident to Merger of Condominium. The provisions of this Section 18 shall not apply to the termination of the Condominium incident to a merger of the Condominium with one or more other condominiums under Section 23 of this Declaration.

19. OBLIGATIONS OF OWNERS:

19.1 Duty to Comply; Right to Sue. Each unit owner, each tenant and other invitee, and the Association shall be governed by, and shall comply with the provisions of the Condominium Act, the Declaration, the documents creating the Association, the Association bylaws, and the rules and regulations, and

the provisions thereof shall be deemed expressly incorporated into any lease of a unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a unit owner against:

- (A) The Association.
- (B) A unit owner.
- (C) Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by unit owners other than the Developer.
- (D) Any director who willfully and knowingly fails to comply with these provisions.
- (E) Any tenant leasing a unit, and any other invitee occupying a unit.

The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in the Condominium Act is entitled to recover reasonable attorneys' fees. A unit owner prevailing in an action between the Association and the unit owner under this section, in addition to recovering his or her reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the unit owner for his or her share of Assessments levied by the Association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. Actions arising under this subsection shall not be deemed to be actions for specific performance.

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

19.3 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of lessee, unit owner or the Association to comply with the requirements of the Condominium Act, or the Condominium Documents and rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys' fees as may be awarded by the court including at appellate levels.

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

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the Institutional Mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the percentage interests of the unit in the ownership of

the common elements, except as otherwise provided in Sections 17.5(C), 17.6(C) and 17.8 above.

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

20.3 Mortgage Foreclosure. It is acknowledged that as of the date of recording this Declaration, the Condominium Act provides that a first mortgagee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure is jointly and severally liable with the previous unit owner for all unpaid Assessments that became due up to the time of the transfer of title; however, the mortgagee's liability is limited to a period not exceeding six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt, whichever amount is less. In the event the Condominium Act is amended to reduce the liability of a first mortgagee who acquires title to a unit by foreclosure or deed in lieu of foreclosure, the first mortgagee shall receive the benefit of such reduced liability. Any unpaid share of common expenses not due from the first mortgagee becomes a common expense collectible from all unit owners, including the mortgagee and its successors and assigns. No owner or acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, whether or not the parcel is occupied, may be excused from the payment of any Assessments coming due during the period of such ownership.

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

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

20.6 Financial Report. Any Institutional Mortgagee is entitled, upon written request, to a copy of the most recent financial report of the Association.

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

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

20.8 Right to Cover Cost. Developer (until the date unit owners other than Developer elect a majority of the Directors which is known as the "turnover date") and any Institutional Mortgagee shall have the

right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any unit. Further, Developer (until the turnover date) and any Institutional Mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred. Developer and any Institutional Mortgagee paying insurance premiums on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, legal fees.

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

21.1 Developer's Use. Until Developer has sold all of the units in the Condominium, neither the unit owners nor the Association, nor their use of the Association Property shall unreasonably interfere with the sale of units. Developer may make any use of the unsold units and the common elements and Association Property as may reasonably be expected to facilitate sales of units, including, but not limited to, maintaining sales or other offices and/or model units, displaying signs, leasing units (with approval of the Association as provided in Section 13 hereof), and showing units to prospective purchasers.

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

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

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

21.5 Transfer of Association Control. As further provided in Section 9.1 of the Bylaws, when unit owners other than Developer elect a majority of the Directors, Developer relinquishes control of the Association, and the unit owners simultaneously assume control. At that time, Developer shall deliver to the Association all property of the unit owners, and of the Association, held or controlled by Developer that Developer is required to turn over to the Association under Florida law. Developer may turn over control of the Association to unit owners other than Developer prior to the statutory dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of unit owners other than Developer to elect Directors and assume control of the Association. Provided that at least sixty (60) days notice of Developer's decision to cause its appointees to resign is given to unit owners, neither Developer, nor such appointees, shall be liable in any manner in connection with the resignations, even if unit owners other than Developer refuse or fail to assume control of the Association.

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

- (A) Any amendment of the Condominium Documents which would adversely affect Developer's rights.
- (B) Any Assessment of Developer as a unit owner for capital improvements.
- (C) Any action by the Association that would be detrimental to the sales of units by Developer. However, an increase in Assessments for common expenses shall not be deemed to be detrimental to the sales of units.

21.7 Security. THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE CONDOMINIUM DESIGNED TO MAKE THE CONDOMINIUM SAFER THAN IT OTHERWISE MIGHT BE. DEVELOPER SHALL NOT IN ANY WAY OR MANNER BE HELD LIABLE OR RESPONSIBLE FOR ANY VIOLATION OF THIS DECLARATION BY ANY PERSON OTHER THAN DEVELOPER. ADDITIONALLY, NEITHER DEVELOPER NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL UNIT OWNERS AGREE TO HOLD DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OR SECURITY MEASURES UNDERTAKEN, IF ANY. ALL UNIT OWNERS AND OCCUPANTS OF ANY UNIT, AND TENANTS, GUESTS AND INVITEES OF UNIT OWNERS, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO THE GUIDELINES ESTABLISHED BY DEVELOPER OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF A UNIT OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF THE UNIT OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAS (HAVE) MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY UNIT OWNER OR OCCUPANT OF ANY UNIT, OR ANY TENANT, GUEST OR INVITEE OF A UNIT OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

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

following manner:

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

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

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, or except where a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effectuate an amendment) (e.g., Section 9.12 herein), this Declaration may be amended by concurrence of at least two-thirds (2/3) of those voting interests who are present, in person or by proxy, and voting at any annual or special meeting called for the purpose. The foregoing notwithstanding, prior to assumption of control of the Association by unit owners other than Developer, this Declaration may be amended by vote of a majority of the Directors.

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

22.5 Proviso. Any amendment to this Declaration which may include, but is not limited to, voting rights; increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of Assessment liens; reductions in reserves for maintenance, repair, and replacement of common elements; responsibility for maintenance and repairs; reallocation of interests in the general or limited common elements, or rights to their use; redefinition of any unit boundaries; convertibility of units into common elements or vice versa; expansion or contraction of the condominium, or the addition, annexation, or withdrawal of property to or from the condominium; hazard or fidelity insurance requirements; imposition of any restrictions on a unit owner's right to sell or transfer his or her unit; a decision by the Association to establish self-management if professional management had been required previously; restoration or repair of the condominium (after damage or partial condemnation) in a manner other than that specified in documents; any provisions that expressly benefit mortgage holders, insurers, or guarantors, may be made only if the record owner of any adversely affected unit and his Institutional Mortgagee, if any, consents and the owners of at least a majority of the total voting interests of the condominium consent to the amendment, unless same is required by a governmental entity. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the unit owner shares the common expenses of the condominium and owns the common surplus of the condominium, unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units in the same condominium approve the amendment. This proviso does not apply to changes in ownership shares necessitated by condemnation or a taking by eminent domain under Section 17 above.

22.6 Rights of Developer; Institutional Mortgagees; South Florida Water Management District. No amendment shall be passed which shall materially impair or prejudice the rights, interests or priorities of Developer, the Association or any Institutional Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of Developer, the Association and any Institutional Mortgagees materially affected thereby. The consent of such institutional mortgage may not be unreasonably

withheld. In addition, any amendment that would affect the surface water management system, including the water management portions of the common elements, if any, must have the prior approval of South Florida Water Management District.

22.7 Amendments Required by Secondary Mortgage Market Institutions. Notwithstanding anything contained herein to the contrary, Developer, without the consent of the unit owners, may file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer-filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

23. MERGER: The Condominium may be merged with one (1) or more condominiums to form a single condominium upon the affirmative vote of the owners of at least a majority of the units in the condominium, and the approval of all record owners of liens on units in the condominium, and upon compliance with all other governing provisions of the Condominium Act.

24. CONVERSION OF EXISTING IMPROVEMENTS: The Condominium is being created by submission of certain lands and the following improvements currently owned by Developer: (i) existing newly constructed apartment units which have never been occupied, and (ii) existing newly constructed apartment units which have been or are currently occupied by tenants, and which are being converted to condominium units, and (iii) certain clubhouse facilities and related amenities ("Clubhouse Facilities and Amenities"). The buildings containing the units, the Clubhouse Facilities and the Amenities, the parking areas, and all other improvements on the Association Property were constructed as part of the Fairway Preserve Apartments at Olde Cypress residential apartment complex. The buildings containing the units, the garages, and the clubhouse building are constructed of concrete block structures with stucco coating. The parking areas are constructed of asphalt. The parking space coverings are constructed of aluminum. Construction of all the aforementioned improvements is complete. Certificates of occupancy have been issued by Collier County for the buildings containing units and the clubhouse as follows:

Bldg 1 (7905 Preserve Circle) 5/18/01	Bldg 7 (7965 Preserve Circle) 8/8/01
Bldg 2 (7915 Preserve Circle) 6/19/01	Bldg 8 (7950 Preserve Circle) 9/19/01
Bldg 3 (7925 Preserve Circle) 6/22/01	Bldg 9 (7940 Preserve Circle) 12/5/01
Bldg 4 (7935 Preserve Circle) 7/10/01	Bldg 10 (7975 Preserve Circle) 8/22/01
Bldg 5 (7945 Preserve Circle) 7/17/01	Bldg 11 (7985 Preserve Circle) 5/18/01
Bldg 6 (7960 Preserve Circle) 8/23/01	Clubhouse (7995 Preserve Circle) 5/18/01

All of the buildings contain units that either are currently or have previously been occupied by tenants. Developer plans to sell occupied units subject to existing leases. If any unit is occupied at the time Developer enters into a Sale and Purchase Contract with a purchaser, the Sale and Purchase Contract will reflect such occupancy, and a copy of the existing lease and any addenda between Developer and the tenant shall be attached to and made a part of the Sale and Purchase Contract. If any occupied unit is vacated prior to sale, the Sale and Purchase Contract shall contain a disclosure that the unit was previously occupied.

25. MISCELLANEOUS:

25.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not affect the remaining portions thereof.

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

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

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

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

25.6 Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

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

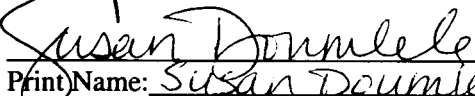
25.8 Rule Against Perpetuities. In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose.

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

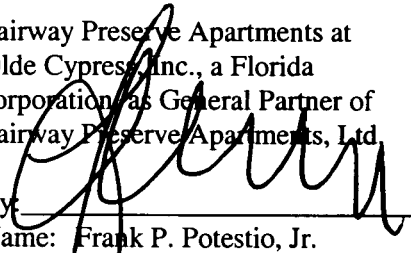
Signed, sealed and delivered in the presence of:


Print Name: Lawrence C.E. Garcia


Print Name: Susan Donmiele

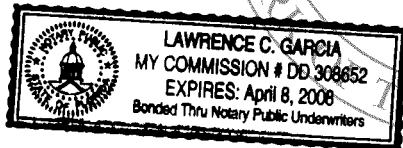
FAIRWAY PRESERVE APARTMENTS
AT OLDE CYPRESS, LTD., a Florida
limited partnership

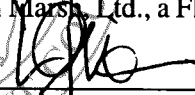
By: Fairway Preserve Apartments at
Olde Cypress, Inc., a Florida
corporation, as General Partner of
Fairway Preserve Apartments, Ltd.


By: _____
Name: Frank P. Potestio, Jr.
Title: President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of JULY, 2005, by Frank P. Potestio, Jr., as President of Fairway Preserve Apartments at Olde Cypress, Inc., a Florida corporation, as General Partner of St. Croix Apartments at Pelican Marsh, Ltd., a Florida limited partnership.




Signature of Notary Public

Lawrence C.E. Garcia

Printed Name of Notary Public

Commission Expires:

(SEAL)

R:\Potestio, Frank\Fairway Preserves\condo docs\Fairway Preserve.Declaration.053105.doc

BBLs
SURVEYORS & MAPPERS INC.
1502-A RAILHEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: (239) 597-1315
FAX: (239) 597-5207

LEGAL DESCRIPTION
FAIRWAY PRESERVE AT
OLDE CYPRESS, A CONDOMINIUM

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN NORTH $00^{\circ}55'37''$ WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF A 100.00 FOOT COLLIER COUNTY CANAL EASEMENT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH $00^{\circ}55'37''$ WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 1241.79 FEET; THENCE RUN NORTH $87^{\circ}24'31''$ WEST FOR A DISTANCE OF 61.01 FEET; THENCE RUN SOUTH $51^{\circ}42'54''$ WEST FOR A DISTANCE OF 90.43 FEET; THENCE RUN SOUTH $06^{\circ}01'48''$ EAST FOR A DISTANCE OF 38.21 FEET; THENCE RUN SOUTH $54^{\circ}16'20''$ WEST FOR A DISTANCE OF 78.82 FEET; THENCE RUN SOUTH $35^{\circ}35'51''$ WEST FOR A DISTANCE OF 82.42 FEET; THENCE RUN NORTH $81^{\circ}09'47''$ WEST FOR A DISTANCE OF 155.86 FEET; THENCE RUN SOUTH $47^{\circ}52'13''$ WEST FOR A DISTANCE OF 70.09 FEET; THENCE RUN NORTH $61^{\circ}37'41''$ WEST FOR A DISTANCE OF 42.06 FEET; THENCE RUN SOUTH $86^{\circ}24'09''$ WEST FOR A DISTANCE OF 96.19 FEET; THENCE RUN SOUTH $26^{\circ}06'36''$ WEST FOR A DISTANCE OF 59.03 FEET; THENCE RUN SOUTH $60^{\circ}17'28''$ WEST FOR A DISTANCE OF 58.60 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE RUN SOUTH $00^{\circ}56'04''$ EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST CORNER OF SAID SECTION 21, FOR A DISTANCE OF 955.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID 100.00 FOOT COLLIER COUNTY CANAL EASEMENT; THENCE RUN NORTH $89^{\circ}09'28''$ EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 660.31 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY AND BETWEEN OLDE CYPRESS DEVELOPMENT, LTD., A FLORIDA LIMITED PARTNERSHIP, IN FAVOR OF FAIRWAY PRESERVE APARTMENTS AT OLDE CYPRESS, LTD., GRANTING INGRESS AND EGRESS OVER THOSE PREMISES AS SET FORTH AND DESCRBED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 2473, PAGE 2680 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

AREA OF PARCEL DESCRIBED IS 16.45 ACRES, MORE OR LESS.

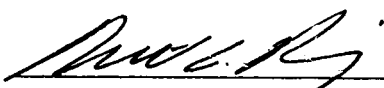


BBLs
SURVEYORS & MAPPERS, INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 239-597-1315
FACSIMILE: 239-597-5207

**FAIRWAY PRESERVE AT
OLDE CYPRESS, A CONDOMINIUM**

SURVEYOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION

THE UNDERSIGNED LAND SURVEYOR HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED GRAPHIC DESCRIPTION OF THE IMPROVEMENTS TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITIES SERVICES, ACCESS, AND CONDOMINIUM COMMON ELEMENT FACILITIES AS SET FORTH IN THE DECLARATION OF CONDOMINIUM, HAVE BEEN SUBSTANTIALLY COMPLETED.

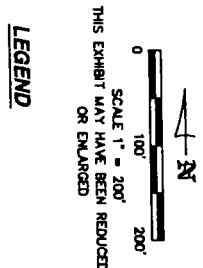


07/15/05

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

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

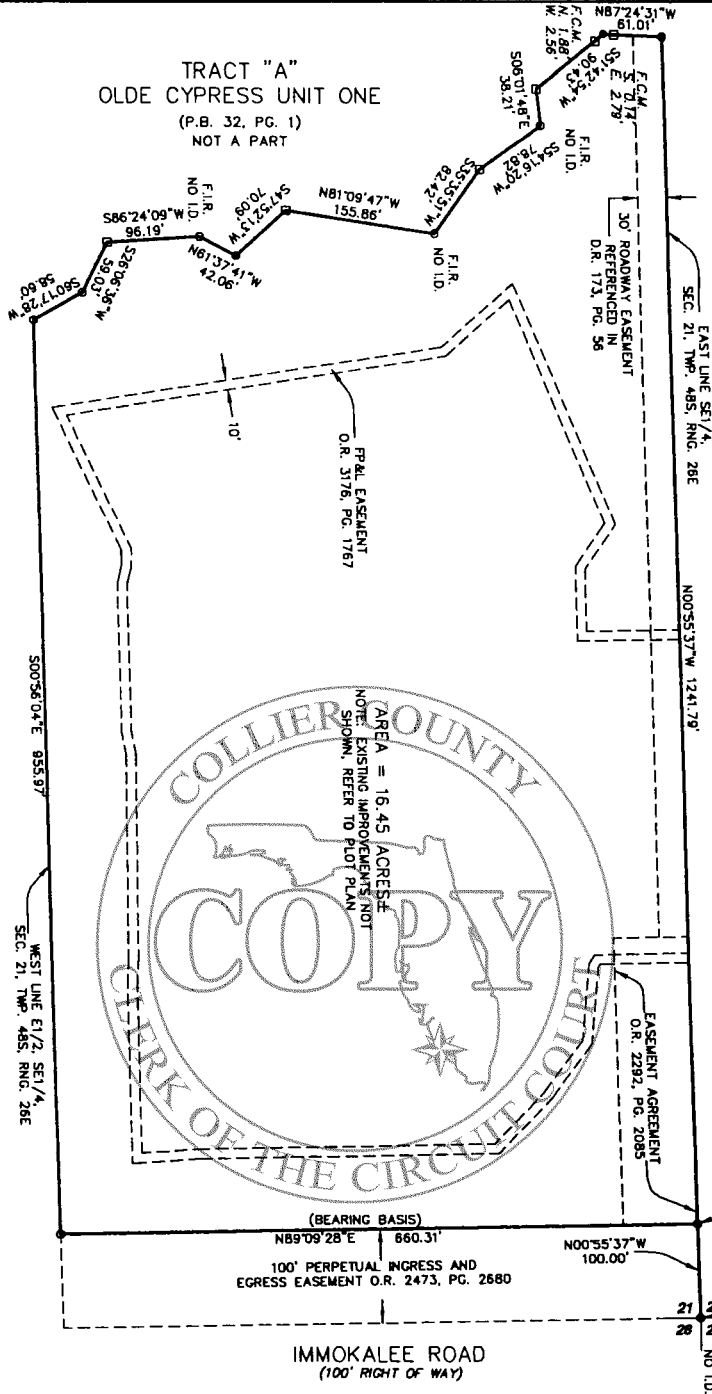
P.O.C.
THE SOUTHEAST CORNER OF SEC.
21, TWP.-48 S., RING.-26E, COLLIER
COUNTY, FLORIDA



LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
F.C.M. FOUND 4"x4" CONCRETE MONUMENT TB 1772"
F.I.R. FOUND 5/8" IRON ROD TB 1772"
UNLESS OTHERWISE SHOWN
S.I.R. SET 5/8" IRON ROD TB 6733"
F.A.C. FLORIDA ADMINISTRATIVE CODES
L.S. LICENSED SURVEYOR
L.B. LICENSED BUSINESS
SEC. SECTION
TWP. TOWNSHIP
RNG. RANGE
F.I.R.M. FLOOD INSURANCE RATE MAP
O.R. OFFICIAL RECORDS BOOK
PAGE
F.R.M. FLORIDA POWER AND LIGHT
I.D. IDENTIFICATION

TRACT "A"
OLDE CYPRESS UNIT ONE
(P.B. 32, PG. 1)
NOT A PART



LEGAL DESCRIPTION
SEE ATTACHED SHEET 2 OF 3
AND SHEET 3 OF 3
FOR LEGAL DESCRIPTION.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS CONDOMINIUM SURVEY OF THE
HEREIN DESCRIBED PROPERTY WAS SURVEYED UNDER MY
RESPONSIBLE CHARGE ON 04/23/05. THIS SURVEY MEETS
THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN
CHAPTER 61G17-6, F.A.C. PURSUANT TO SECTION 472.027
FLORIDA STATUTES.

- NOTES:**
- 1) BEARINGS SHOWN HEREON REFER TO THE NORTHERLY RIGHT OF WAY LINE OF A 100' COLLIER COUNTY CANAL EASEMENT AS BEING N.89°09'28"E.
 - 2) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
 - 3) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 - 4) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - 5) THIS PROPERTY IS LOCATED IN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M. #120007 0215 D, MAP REVISED JUNE 2, 1986

THIS INSTRUMENT PREPARED BY:

BRETT A. BISHOP, L.S. #4760, L.B. #6753
BBS SURVEYORS & MAPPERS INC.

1502-A RAIL HEAD BLVD. NAPLES,
FLORIDA 34110 (239) 597-1315

11/18/04

REMOVED CONDO NAME 07/15/05
REVISED BEARING ON NORTH LINE 03/14/05

CONDOMINIUM SURVEY
SHEET 1 OF 3

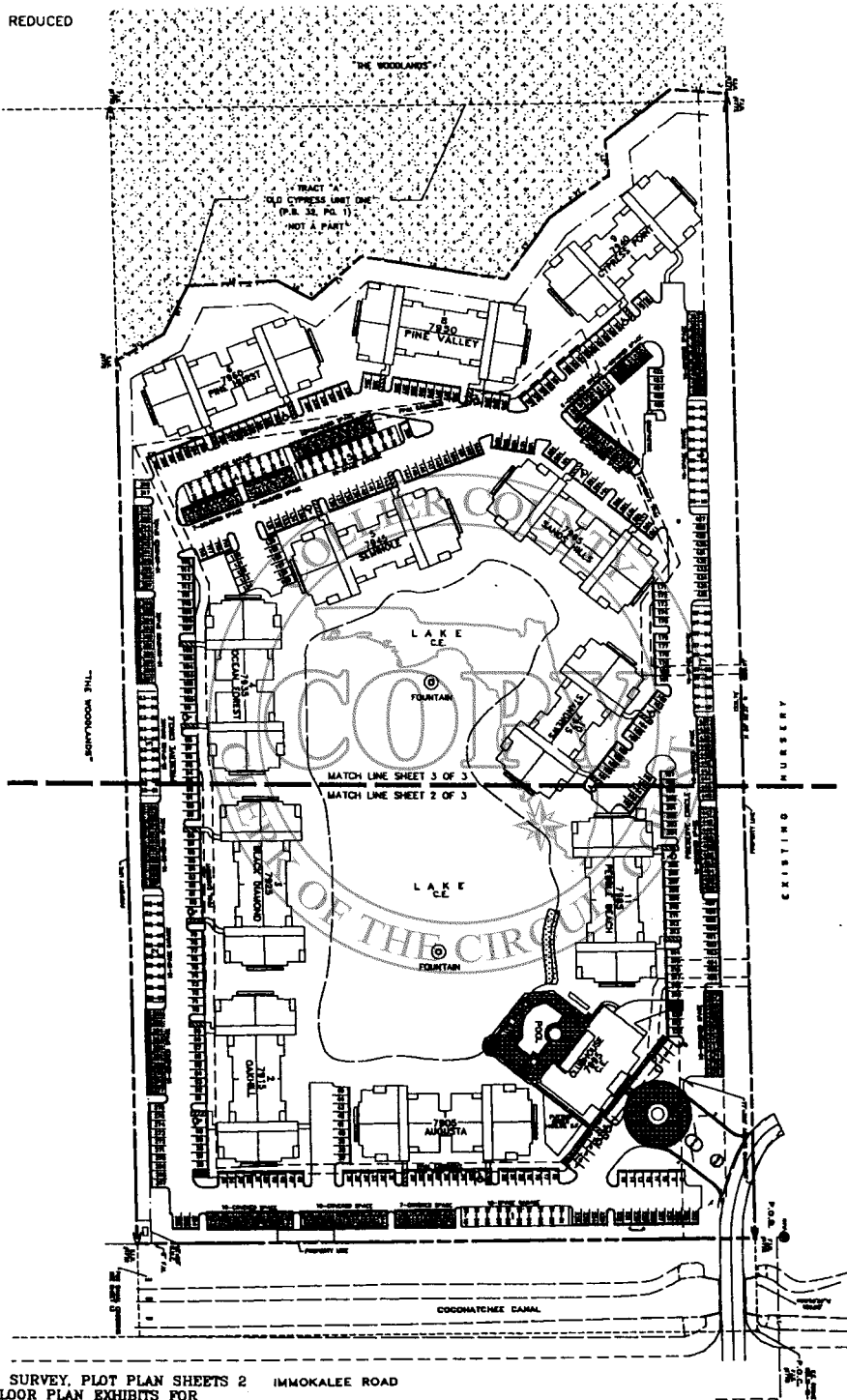
Brett A. Bishop
BRETT A. BISHOP, STATE OF FLORIDA (L.S. #4760)
BBS SURVEYORS & MAPPERS INC., (L.B. #6753)

**FAIRWAY PRESERVE AT
OLDE CYPRESS, A CONDOMINIUM**

SCALE 1" = 200'
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

LEGEND

L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
C.E.	COMMON ELEMENT
///	RESERVED PARKING
G/-/	GARAGE PARKING



NOTES:

REFER TO THE CONDOMINIUM SURVEY, PLOT PLAN SHEETS 2 & 3 OF 3, ELEVATION AND FLOOR PLAN EXHIBITS FOR ADDITIONAL INFORMATION.

"ALL COVERED AND UNCOVERED PARKING SPACES ARE COMMON ELEMENTS. AS AND WHEN THE EXCLUSIVE USE RIGHTS TO A PARKING SPACE IS ASSIGNED OR CONVEYED BY THE DEVELOPER TO A DESIGNATED UNIT, SAID SPACE SHALL BECOME A LIMITED COMMON ELEMENT APPURTENANT TO SAID UNIT."

REVISED: CONDO NAME 07/15/05
REVISED: GARAGE # 07/13/05
REVISED: PARKING # 05/16/05

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S. #4780, L.B. #8753
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

04/25/03

SHEET 1 OF 3

7. per facts 2005 1823 harvey prescott new canby 1401 PLAIN 03 28 12:09g 01/27/2006 00:00:00 00:00:00 00:00:00

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

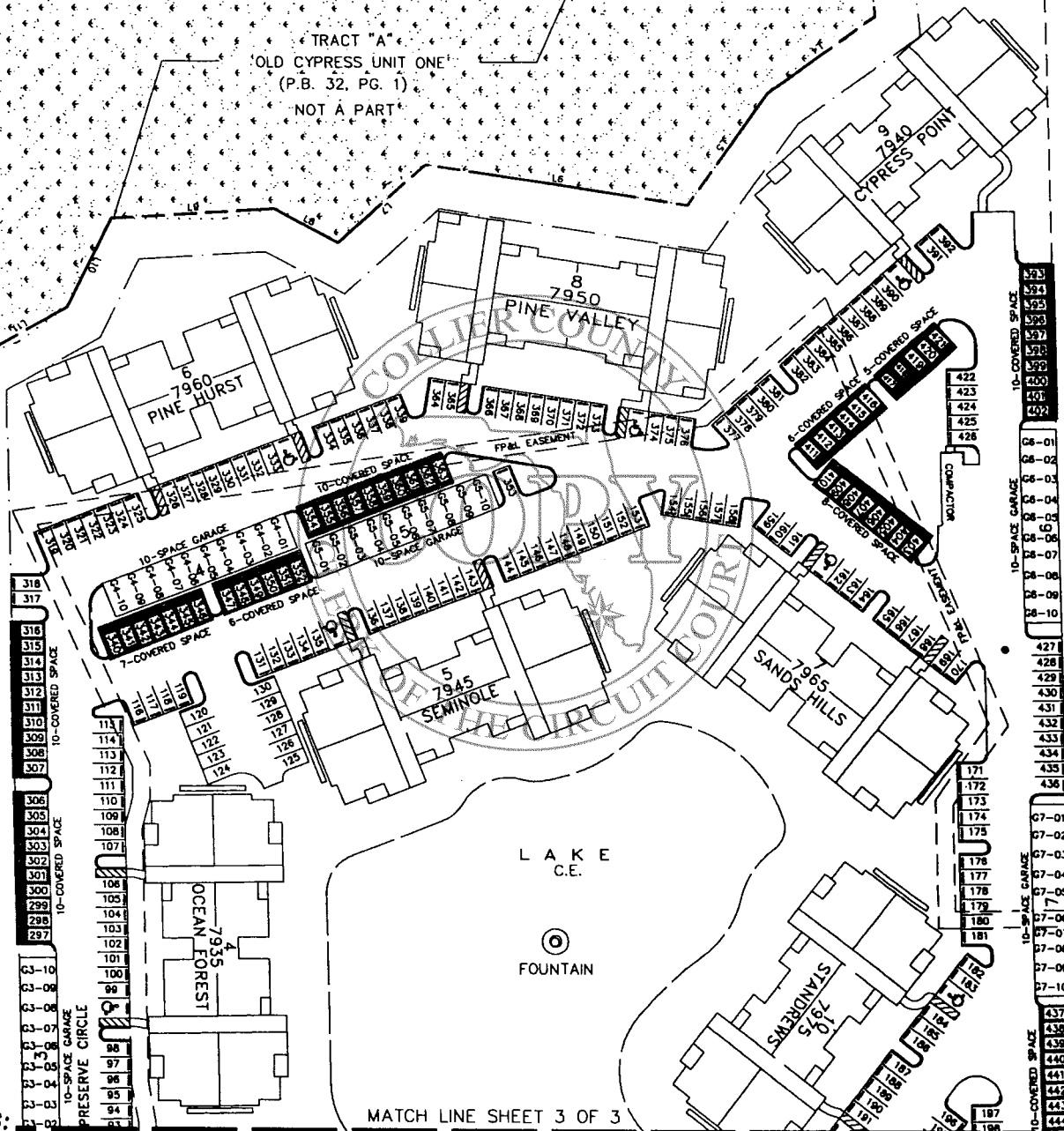
LEGEND

L.S.
L.B.
C.E.
///
GF-1

LICENSED SURVEYOR
LICENSED BUSINESS
COMMON ELEMENT
RESERVED PARKING
GARAGE PARKING

0 50' 100'
SCALE 1" = 100'
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

TRACT "A"
"OLD CYPRESS UNIT ONE"
(P.B. 32, PG. 1)
NOT A PART



NOTES:

REFER TO THE CONDOMINIUM SURVEY, ELEVATION AND
FLOOR PLAN EXHIBITS FOR ADDITIONAL INFORMATION.

"ALL COVERED AND UNCOVERED PARKING SPACES ARE
COMMON ELEMENTS. AS AND WHEN THE EXCLUSIVE USE
RIGHTS TO A PARKING SPACE IS ASSIGNED OR CONVEYED
BY THE DEVELOPER TO A DESIGNATED UNIT, SAID SPACE
SHALL BECOME A LIMITED COMMON ELEMENT APPURTENANT
TO SAID UNIT."

REVISED: CONDO NAME 07/15/05
REVISED: GARAGE # 07/13/05
REVISED: PARKING # 05/16/05

MATCH LINE SHEET 3 OF 3

PLOT PLAN

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S. #4760, L.B. #6753
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

04/25/05

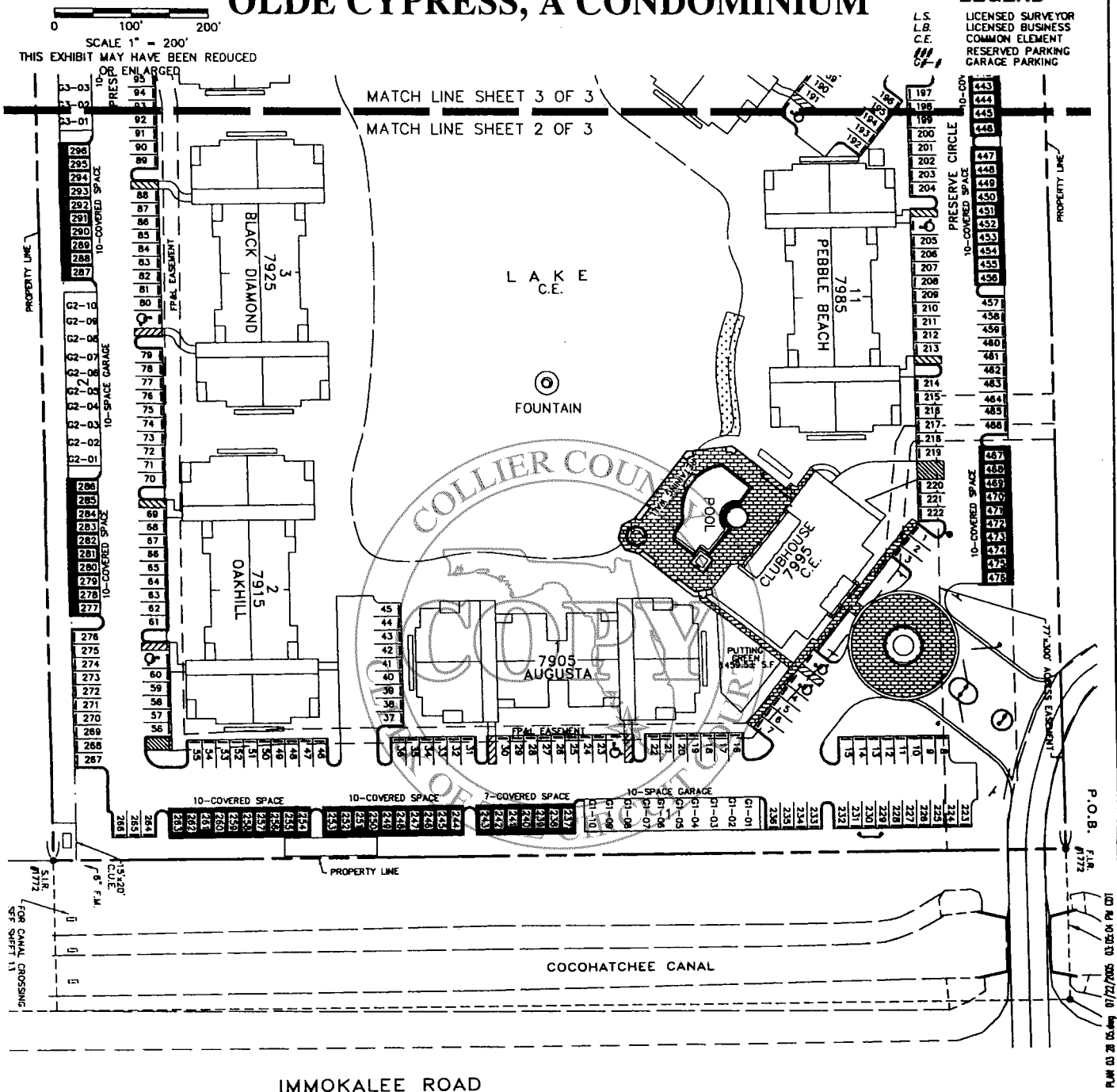
SHEET 2 OF 3

2. Unrecorded 2005/04/25 Survey prepared by Brett A. Bishop L.S. #4760, L.B. #6753 07/22/2005 03:05:04 PM 071

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND

L.S. LICENSED SURVEYOR
L.B. LICENSED BUSINESS
C.E. COMMON ELEMENT
RESERVED PARKING
GARAGE PARKING



NOTES:

REFER TO THE CONDOMINIUM SURVEY, ELEVATION AND FLOOR PLAN EXHIBITS FOR ADDITIONAL INFORMATION.

"ALL COVERED AND UNCOVERED PARKING SPACES ARE COMMON ELEMENTS. AS AND WHEN THE EXCLUSIVE USE RIGHTS TO A PARKING SPACE IS ASSIGNED OR CONVEYED BY THE DEVELOPER TO A DESIGNATED UNIT, SAID SPACE SHALL BECOME A LIMITED COMMON ELEMENT APPURTENANT TO SAID UNIT."

REVISED: CONDO NAME 07/15/05
REVISED: GARAGE # 07/15/05
REVISED: PARKING # 05/16/05

PLOT PLAN

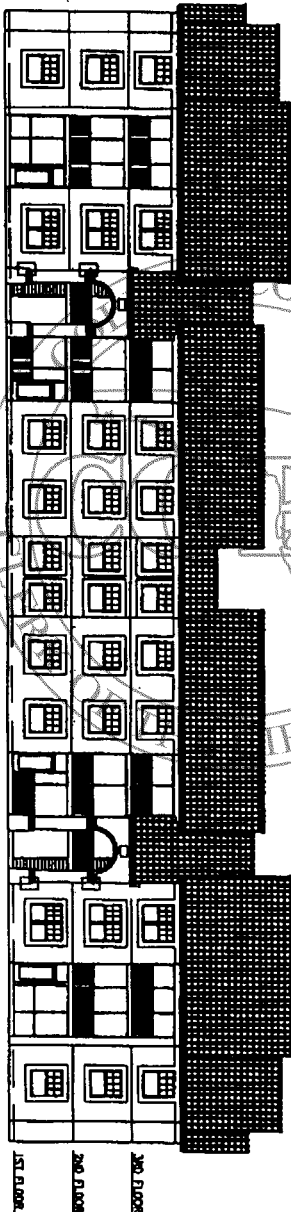
THIS INSTRUMENT PREPARED BY:
BRETT A BISHOP L.S. #4780, L.B. #8753
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

04/25/05
SHEET 3 OF 3

100' 10' 20' 30' 50' 100' 200' 300' 400' 500' 600' 700' 800' 900' 1000'

LEGEND:
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS
ELEV. = ELEVATION

Architectural drawing of a building section showing a cross-section with a grid of columns and beams. The drawing includes labels for floor levels and dimensions. The top level is labeled "FINISHED FLOOR DLY." with a dimension of "27.52". Below it is "FINISHED FLOOR DLY." with a dimension of "151.00". The bottom level is labeled "FINISHED FLOOR DLY." with a dimension of "11.58". The drawing also shows a "FINISHED FLOOR DLY." with a dimension of "27.52" and a "FINISHED FLOOR DLY." with a dimension of "151.00". The drawing is oriented vertically on the page.



NOTES:

ARCHITECTURAL DESIGN PROVIDED BY LARK & YOUNG, INC.
DECISIONS MAY BE DETERMINED UNDER THE B&B SCALE
= DECISIONS PROVIDED BY STRUCTURAL PLANS
NO DROP CEILINGS & CATHEDRAL CEILINGS HAVE NOT BEEN SHOWN
IF ANY, REFER TO DECLARATION OF CONSTRUCTION FOR A DESCRIPTION
OF VERTICAL UNIT DIMENSIONS.

FRONT ELEVATION BUILDING 1 (AUGUSTA)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#760, L.E. #0753
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

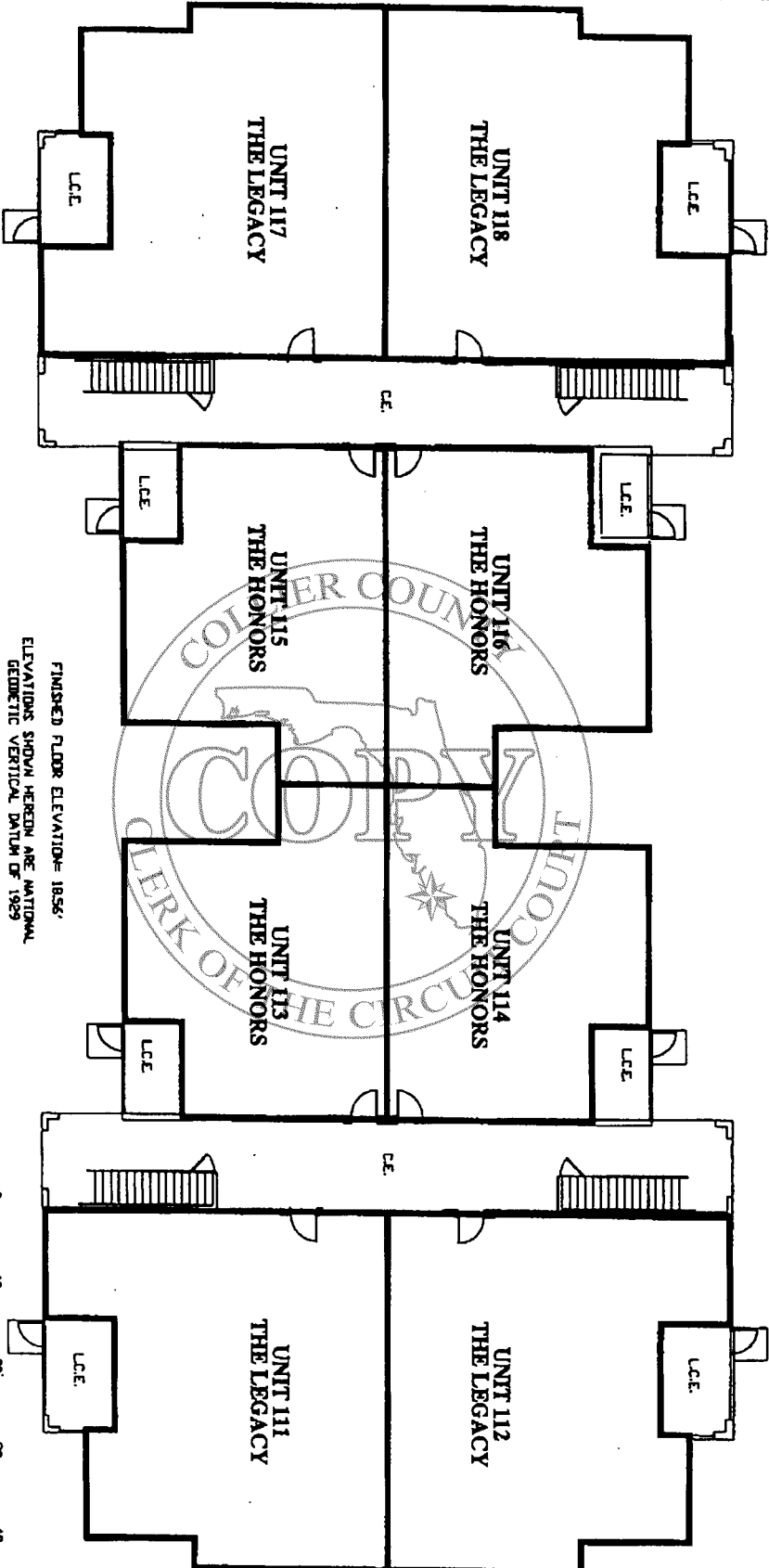
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT
LS = LICENSED SURVEYOR
LB = LICENSED BUSINESS

STAIRWAYS =

UNIT BOUNDARY =



NOTES:

THE FOLLOWING AREAS ARE (C.E.) COMMON ELEMENT, STAIRWAYS, ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC. DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAME: 07/15/05
REVISED BLDG & UNIT NAMES: 03/16/05

FIRST FLOOR PLAN BUILDING 1 (AUGUSTA)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S., #1760, L.B., #6733
BBL SURVEYORS & MAPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
04/23/05

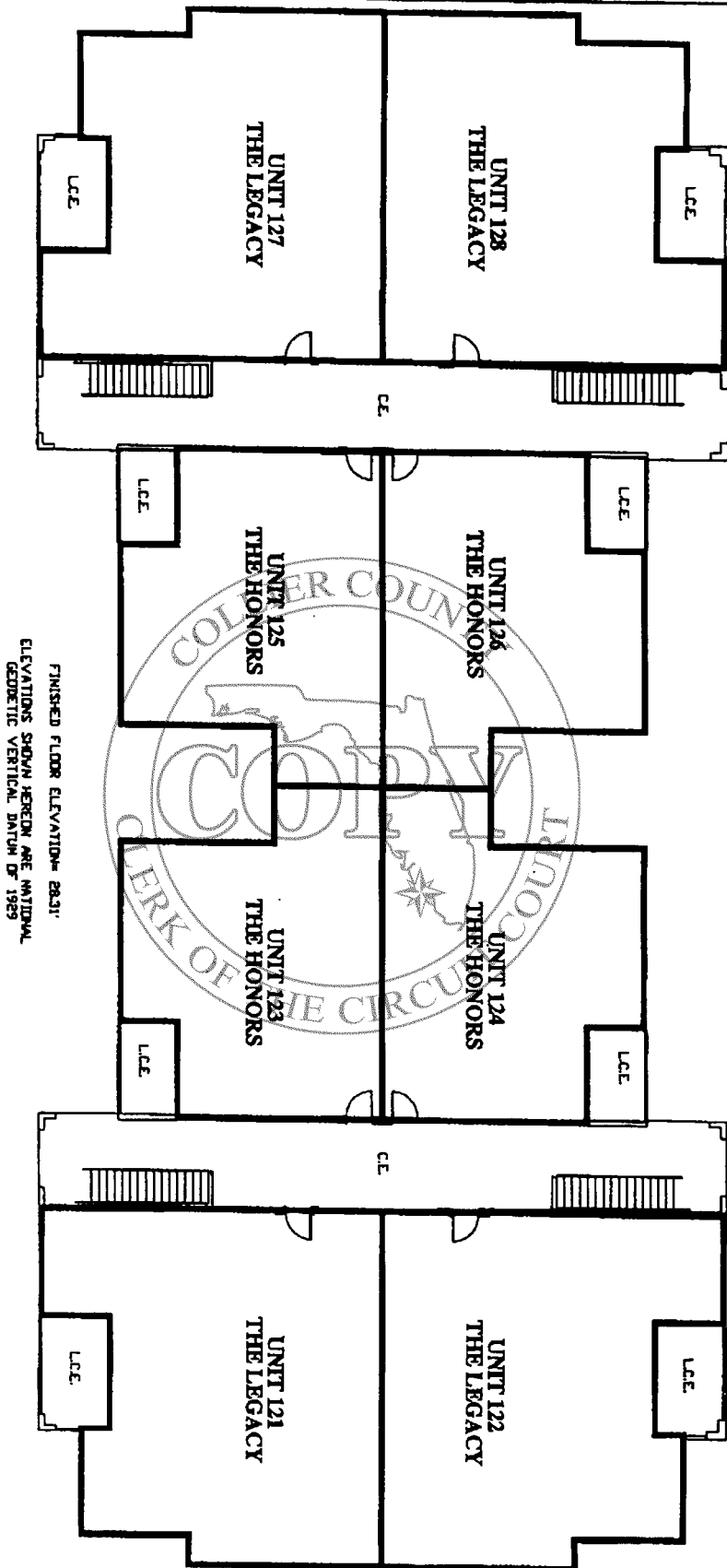
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS

STAIRWAYS = 

UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION: 88.31'
ELEVATIONS SHOWN HEREON ARE INITIAL
GEODETIC VERTICAL DATUM OF 1985

SCALE IN FEET
0 10 20 30 40
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

NOTES:

THE FOLLOWING ARE AREAS ARE (CE) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY LANS V YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO MAPS 07/15/05
REVISED BLDG & UNIT MAPS 09/16/05

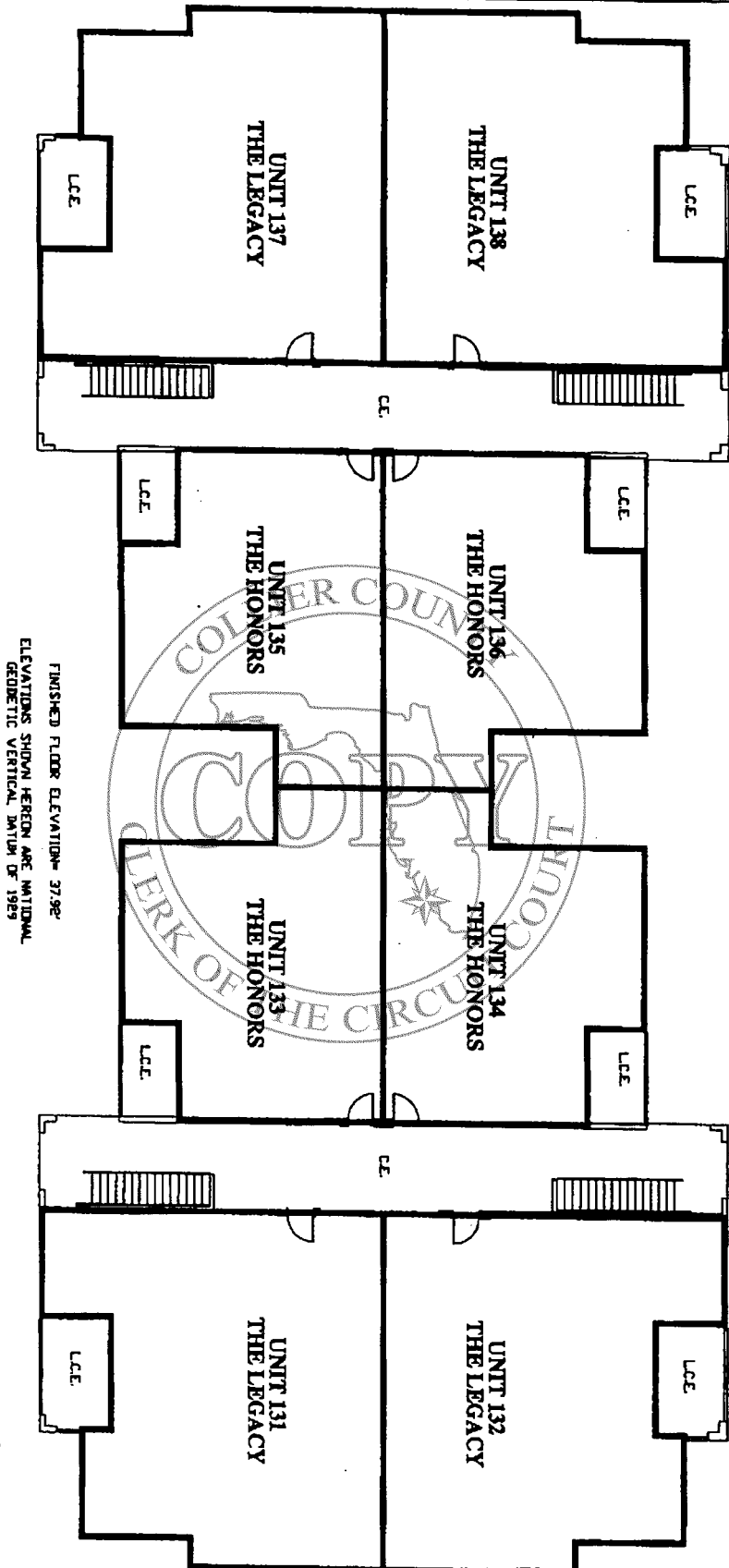
SECOND FLOOR PLAN BUILDING 1 (AUGUSTA)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4760, L.B. #0753
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
04/25/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

- C.E. = COMMON ELEMENT
- L.C.E. = LIMITED COMMON ELEMENT
- L.S. = LICENSED SURVEYOR
- L.B. = LICENSED BUSINESS
- STAIRWAYS =
- UNIT BOUNDARY =



FINISHED FLOOR ELEVATION= 37.98'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1989

0 10 20 30 40
SCALE IN FEET
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

NOTES:

THE FOLLOWING AREAS ARE (C.E.) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY: LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO MAPS 07/15/05
REVISED MAPS & UNIT MAPS 05/16/05

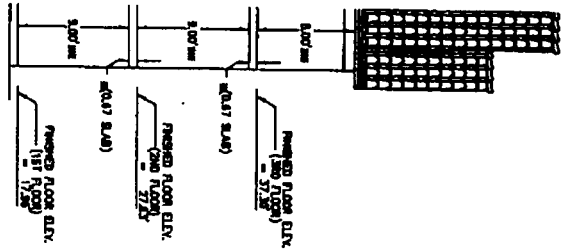
THIRD FLOOR PLAN BUILDING 1 (AUGUSTA)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4760, L.B. #5753
BBL SURVEYORS & MAPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
04/23/05

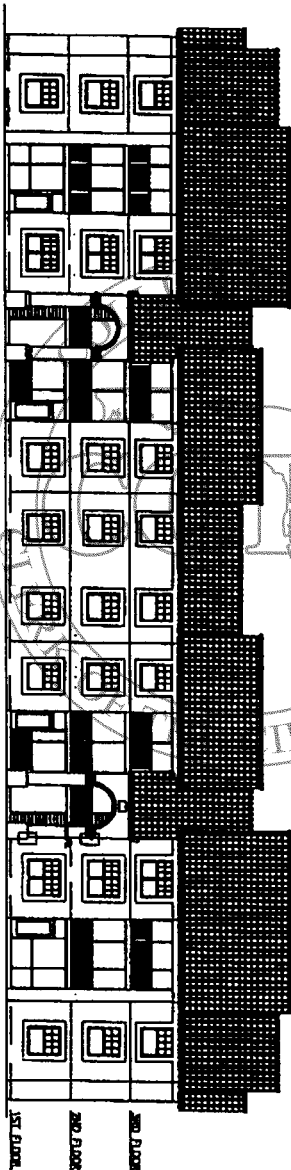
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

SCALE IN FEET
THIS ELEVATION MAY HAVE BEEN REDUCED
OR ENLARGED

LEGEND:
L.S. - LINED SURVEYOR
L.B. - LINED BUSINESS
D.V. - ELEVATION



VERTICAL UNIT LIMITS DETAIL NOT TO SCALE



ELEVATIONS SHOWN HEREIN
ARE THE INITIAL, CENTER
VERTICAL, CENTER OF 1989
ALL ELEVATIONS SHOWN
HEREIN ARE BASED ON
UNLESS OTHERWISE SHOWN

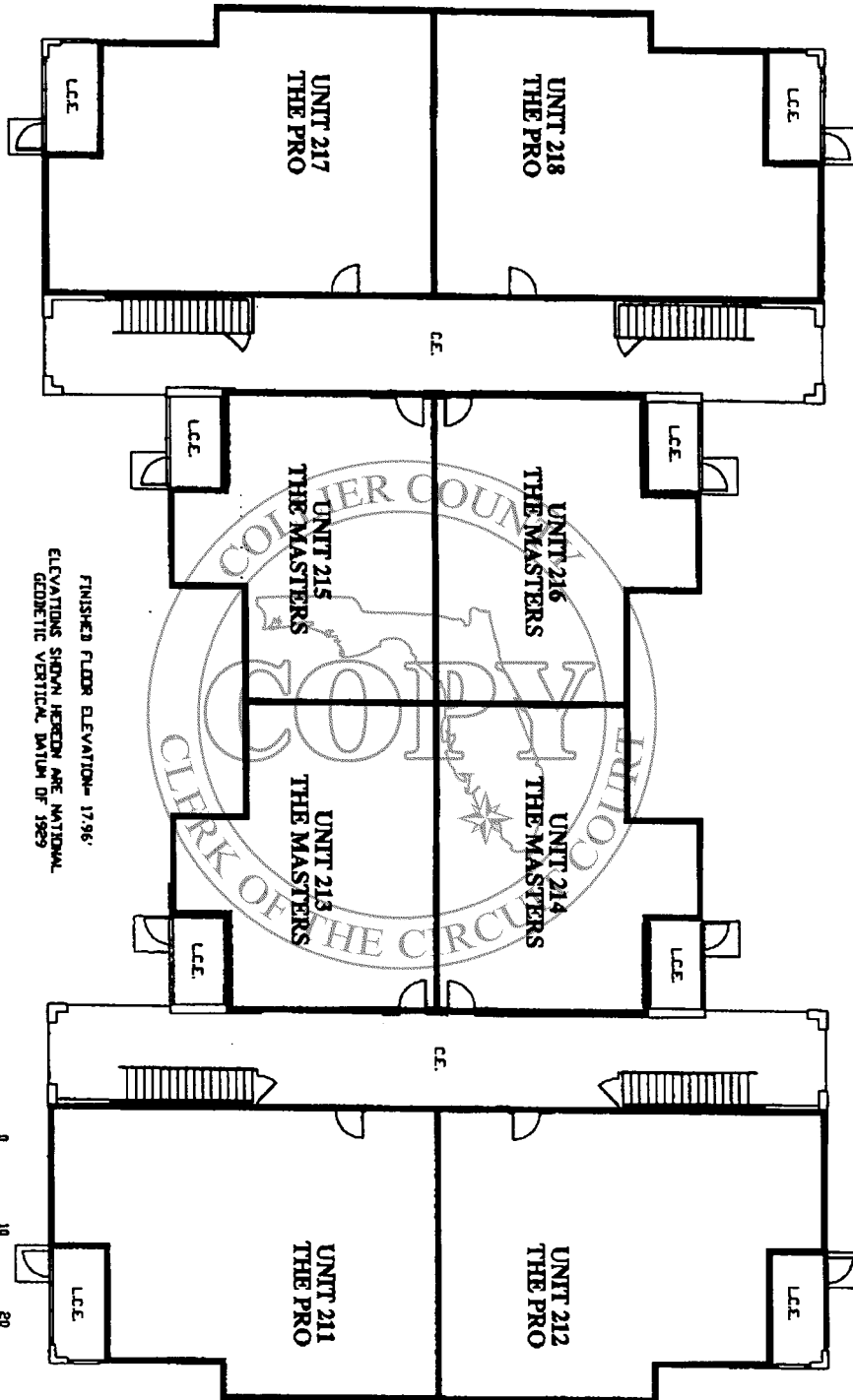
FRONT ELEVATION BUILDING 2 (OAKHILL)

NOTES:
ARCHITECTURAL DESIGN PROVIDED BY LANE V. YOUNG, INC.
ELEVATIONS MAY BE EXTENDED BEYOND THE SHOWN SCALE.
ELEVATIONS PROVIDED BY STRUCTURAL PLANS.
ALL SHOP DETAILS & CANTILEVER DETAILS HAVE NOT BEEN SHOWN
IF ANY, REFER TO REVISIONS OF CONSTRUCTION FOR A DESCRIPTION
OF VERTICAL UNIT ELEVATIONS.
REVISED CONDO UNIT 07/15/05
REVISED SLAB UNIT 05/15/05

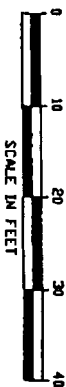
THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S. 44710, L.B. 47713
BBL & SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 587-1315
07/15/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:
 CE = COMMON ELEMENT
 LCE = LIMITED COMMON ELEMENT
 L.S. = LICENSED SURVEYOR
 L.B. = LICENSED BUSINESS
 STAIRWAYS = 
 UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION- 17.96'
 ELEVATIONS SHOWN HEREON ARE NATIONAL
 GEODETIC VERTICAL DATUM OF 1989



THIS EXHIBIT MAY HAVE BEEN REDUCED
 OR ENLARGED

THIS INSTRUMENT PREPARED BY:

BRETT A. BISHOP L.S.#4780, L.B. #6733

BBLS SURVEYORS & MAPPERS INC.

1502-A RAIL HEAD BLVD.

NAPLES, FLORIDA 34110 (239) 597-1315

04/23/05

FIRST FLOOR PLAN BUILDING 2 (OAKHILL)

NOTES:
 THE FOLLOWING AREAS ARE (CE) COMMON ELEMENT STAIRWAYS.
 ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
 DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO. NAME 07/15/05

REVISED BLDG. & UNIT NAME 05/18/05

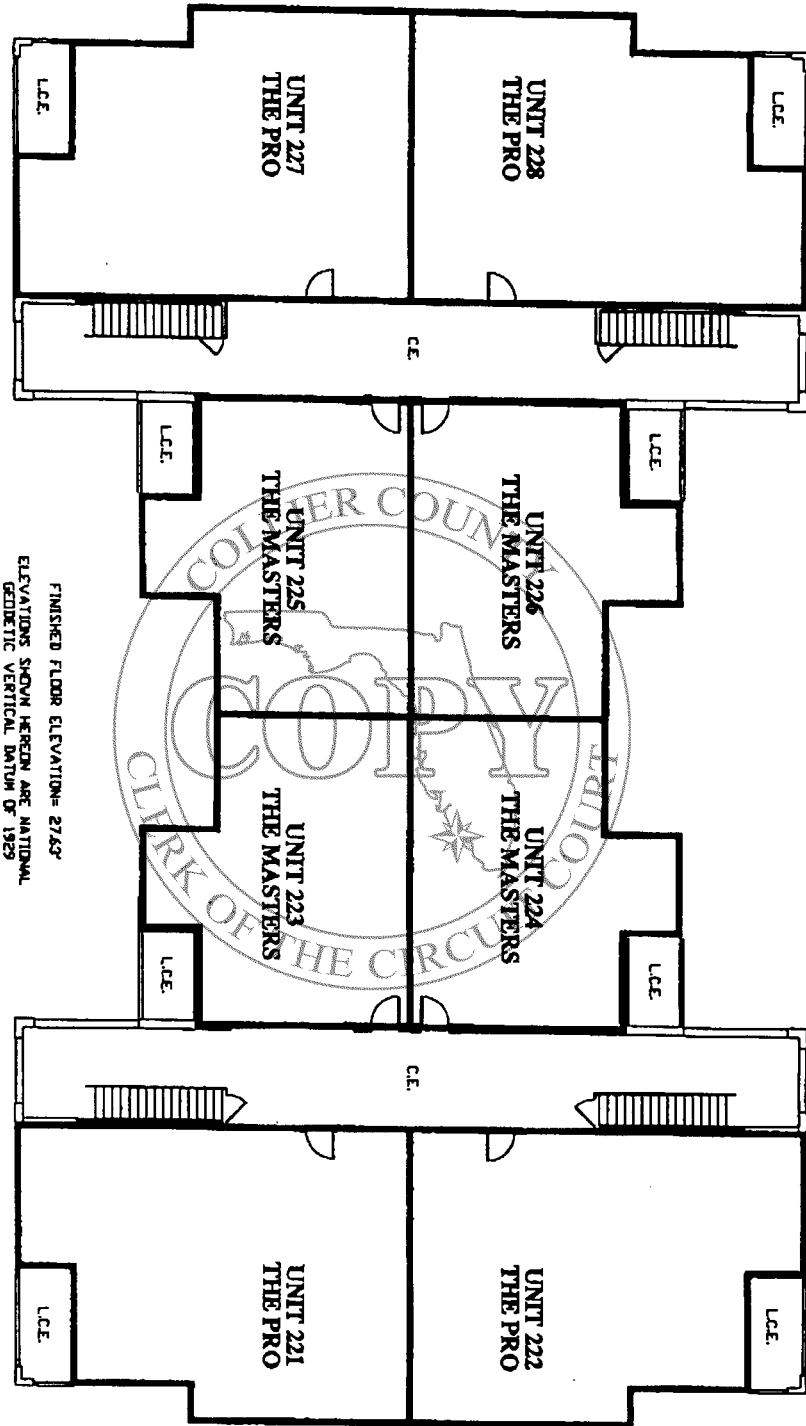
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT
LS = LICENSED SURVEYOR
LBS = LICENSED BUSINESS

STAIRWAYS =

UNIT BOUNDARY =



FINISHED FLOOR ELEVATION= 27.65'
ELEVATIONS SHOWN HEREIN ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:

BRETT A. BISHOP, L.S.#4760, L.B.#6753

BBS SURVEYORS & MAPERS INC.

1502-A RAIL HEAD BLVD.

NAPLES, FLORIDA 34110 (239) 597-1315

04/25/04

NOTES:
THE FOLLOWING ARE (CE) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY: LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
REVISED CONDO NAME: 07/15/05
REVISED BLDG. & UNIT NAME: 05/16/05

SECOND FLOOR PLAN BUILDING 2 (OAKHILL)

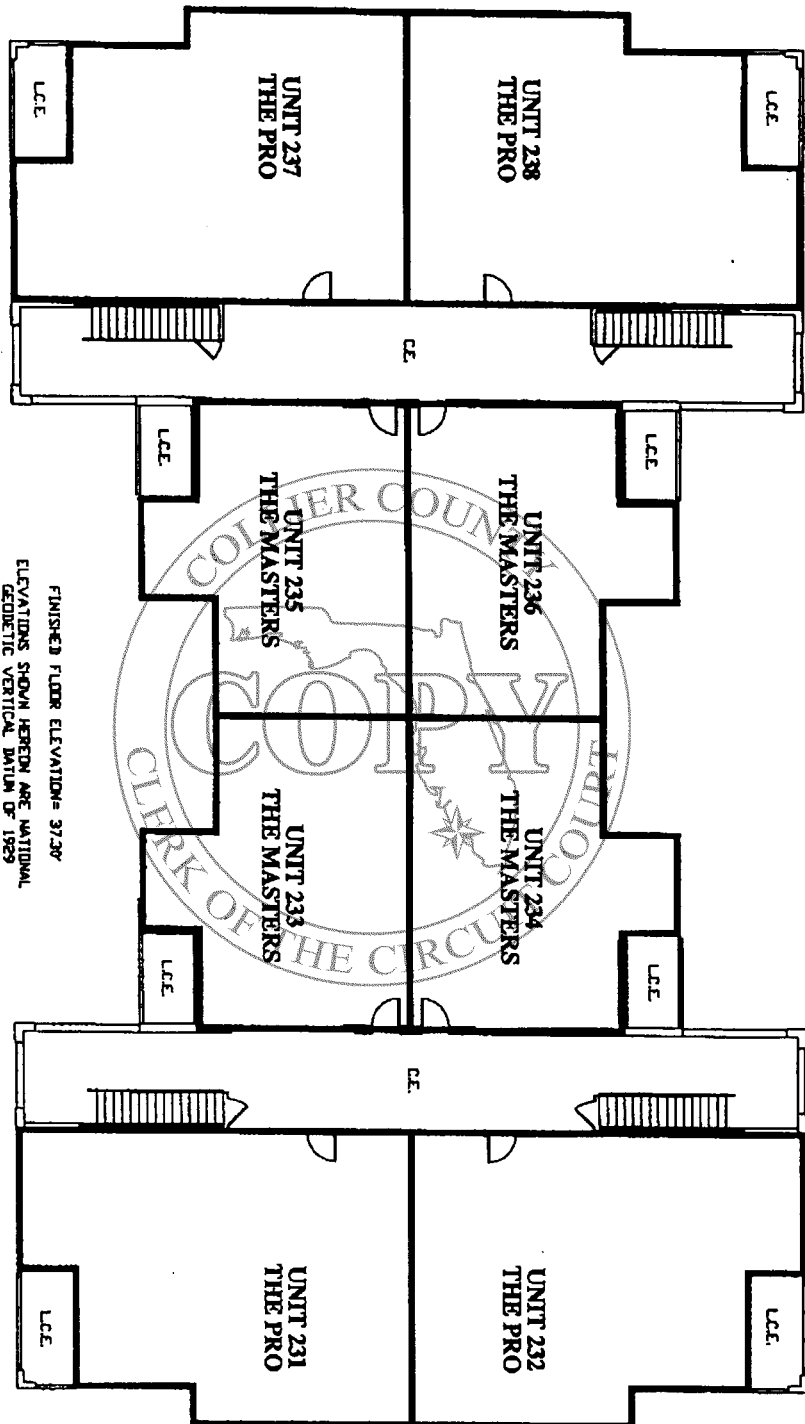
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT
 L.S. = LICENSED SURVEYOR
 L.B. = LICENSED BUSINESS

STAIRWAYS = [Hatched Pattern]

UNIT BOUNDARY = [Solid Line]



FINISHED FLOOR ELEVATION= 37.20'
 ELEVATIONS SHOWN HEREON ARE NATIONAL
 GEODETIC VERTICAL DATUM OF 1929

0 10 20 30 40
 SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED
 OR ENLARGED

THIS INSTRUMENT PREPARED BY:
 BRETT A. BISHOP L.S.#4760, L.B.#8753
 BBL SURVEYORS & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 597-1315
 04/23/04

THIRD FLOOR PLAN BUILDING 2 (OAKHILL)

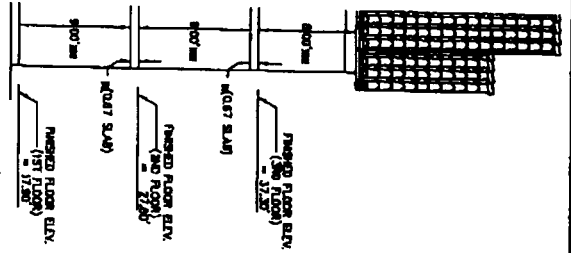
NOTES:
 THE FOLLOWING ARE AREAS ARE (C.E.) COMMON ELEMENT STAIRWAYS.
 ARCHITECTURAL DESIGN PROVIDED BY: LANS V YOUNG, INC.
 DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE

REVISED CONDO NAME 07/15/05
 REVISED BLDG. & UNIT NAME 05/16/05

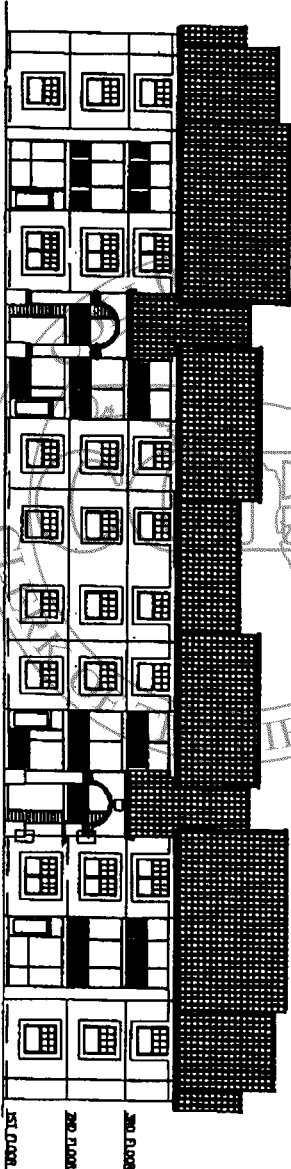
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

1 2 3 4 5
SCALE IN FEET
THIS COPIED MAY HAVE BEEN REDUCED
OR ENLARGED

LEGEND:
L.S. - LICENSED SURVEYOR
L.B. - LICENSED BOOKER
ELV. - ELEVATION



VERTICAL UNIT LIMITS DETAIL NOT TO SCALE



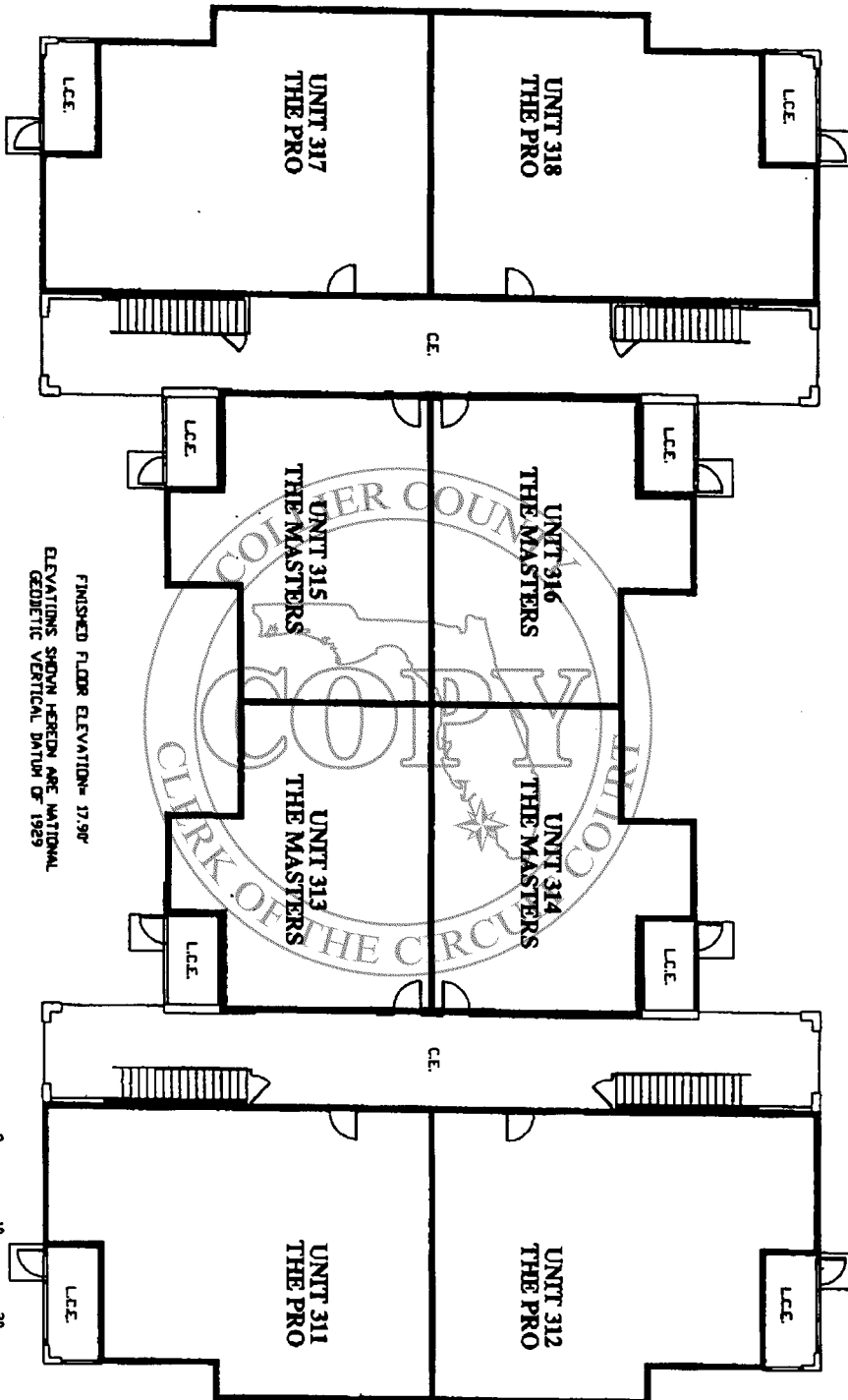
ELEVATIONS SHOWN HEREIN
ARE NATURAL GEOMETRIC
VERTICAL DATUM OF 1989
ALL ELEVATIONS SHOWN
HEREIN ARE MEASURED
UNLESS OTHERWISE SHOWN

NOTES:
1. ARCHITECTURAL ELEVATION PROVIDED BY LANS V. TONG, INC.
2. DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
3. DIMENSIONS PROVIDED BY STRUCTURAL PLANS.
4. ROOF CEILING & CANTERNA CEILING HAVE NOT BEEN SHOWN
5. ANY NOTES TO SUPPLEMENT OR CONTRADICT THIS A RECEPTION
OF VERTICAL UNIT DIMENSIONS

FRONT ELEVATION BUILDING 3 (BLACK DIAMOND)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S. #1770, L.B. #0753
B.B.S. SURVEYORS & MAPPERS INC.
1502-A HAIL HEAD BLVD.
MAPLES, FLORIDA 34110 (239) 587-1315
01/21/03

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM



LEGEND:
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
L.C.A. = LIMITED COMMON AREA
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS

STAIRWAYS = [Staircase Symbol]

UNIT BOUNDARY = [Line Symbol]

0 10 20 30 40
SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#1760, L.B. #6793

BLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

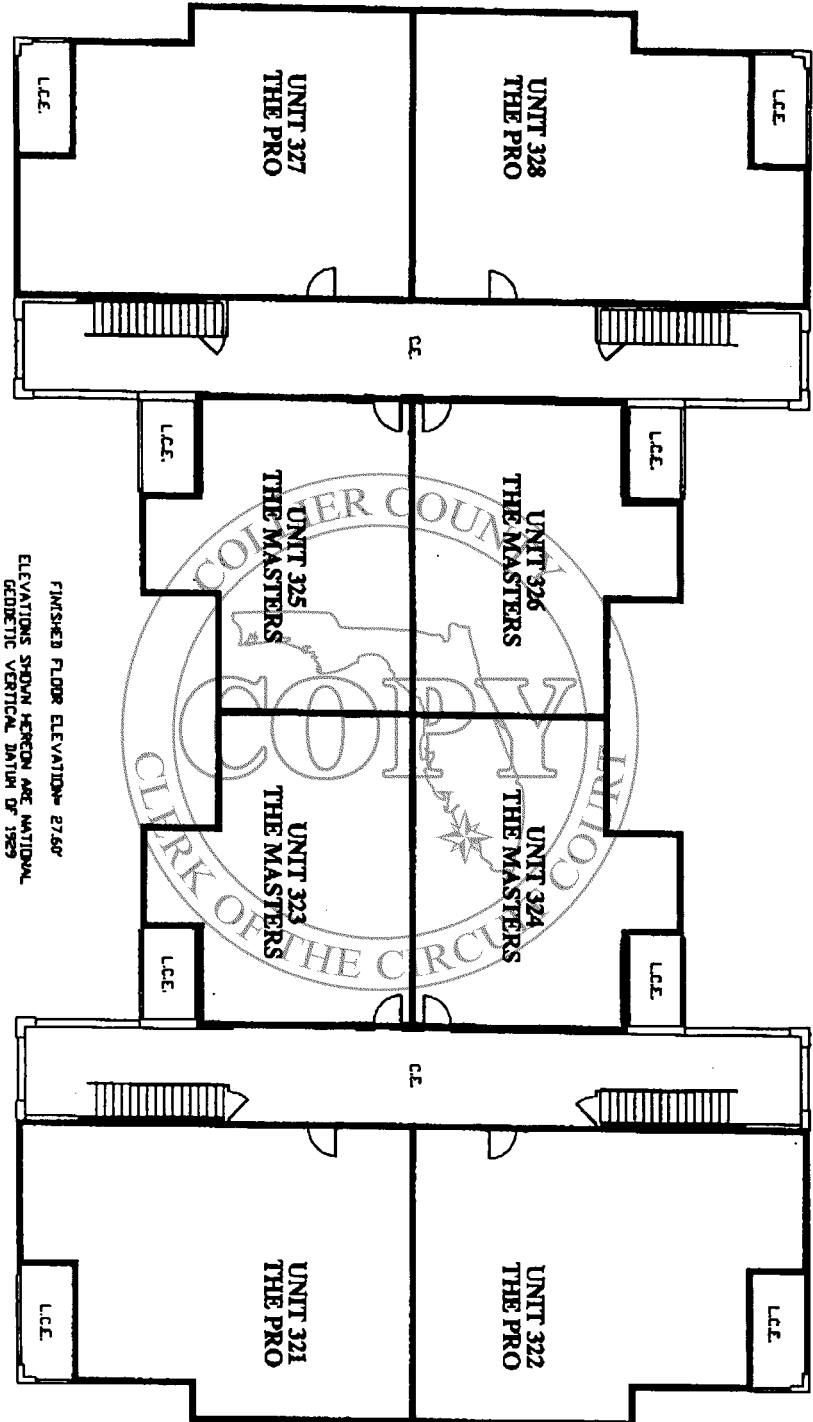
FIRST FLOOR PLAN BUILDING 3 (TYPE A)

NOTES:
THE FOLLOWING AREAS ARE (C.E.) COMMON ELEMENT STAIRWAYS.
ARCHITECTURAL DESIGN PROVIDED BY: LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED: CONDO NAME: 07/15/05
REVISED: BLDG. & UNIT NAME: 05/16/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON
 L.S. = LICENSED SUPERVISOR
 L.B. = LICENSED BUSINESS
 STAIRWAYS = 
 UNIT BOUNDARY = 



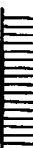
FINISHED FLOOR ELEVATION= 27.60'
 ELEVATIONS SHOWN HEREON ARE NATIONAL
 DECADETIC VERTICAL DATUM OF 1929

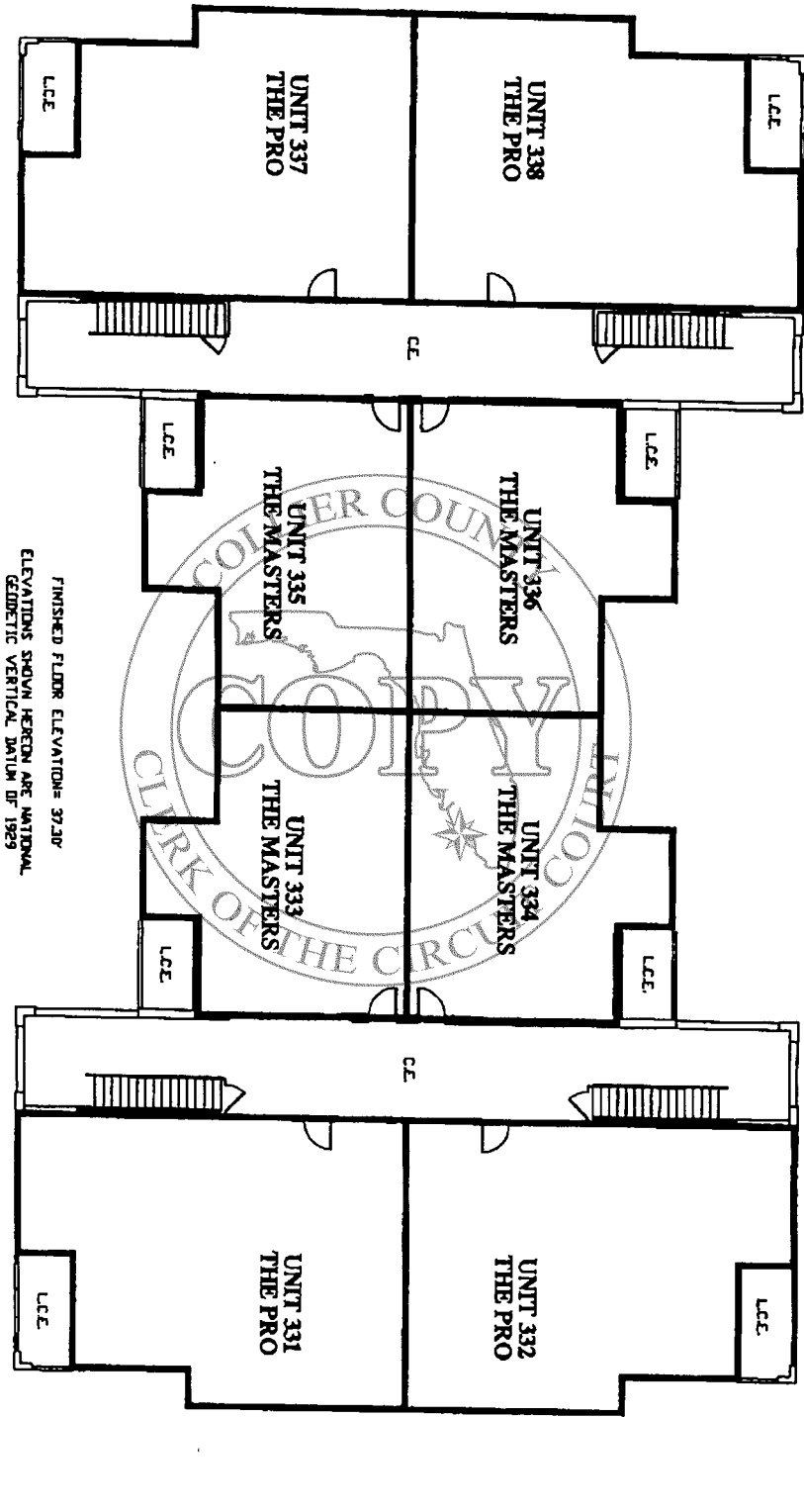
0 10 20 30 40
 SCALE IN FEET
 THIS EXHIBIT MAY HAVE BEEN REDUCED
 OR ENLARGED

NOTES:
 THE FOLLOWING AREAS ARE (C.E.) COMMON ELEMENT, STAIRWAYS,
 ARCHITECTURAL DESIGN PROVIDED BY LANS V YOUNG, INC.
 DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
 REVISED CONDO NAME 07/15/05
 REVISED BLDG. & UNIT NAME 05/16/05

SECOND FLOOR PLAN
BUILDING 3 (BLACK DIAMOND)
 BBLS SURVEYORS & MAPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 587-1315
 11/23/04

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT
 L.S. = LICENSED SURVEYOR
 L.B. = LICENSED BUSINESS
 STAIRWAYS = 
 UNIT BOUNDARY = 



NOTES:

THE FOLLOWING AREAS ARE (C.E.) COMMON ELEMENT: STAIRWAYS.
 ARCHITECTURAL DESIGN PROVIDED BY: LARS V. YOUNG, INC.
 DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CDDO NAME 07/15/05
 REVISED BLDG & UNIT NAME 05/16/05

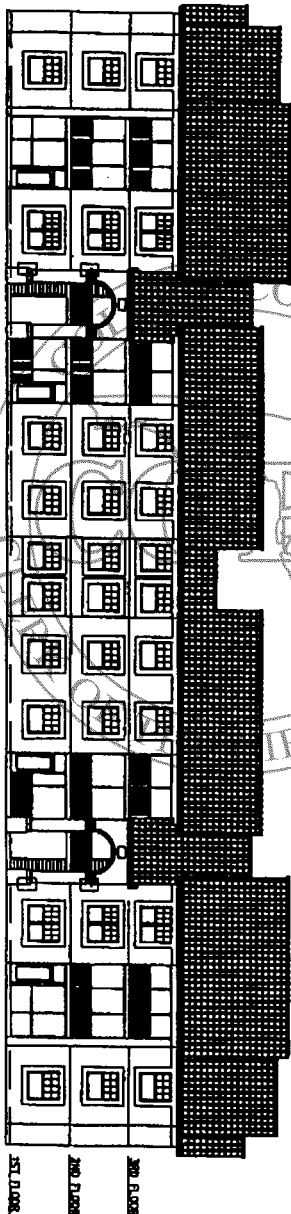
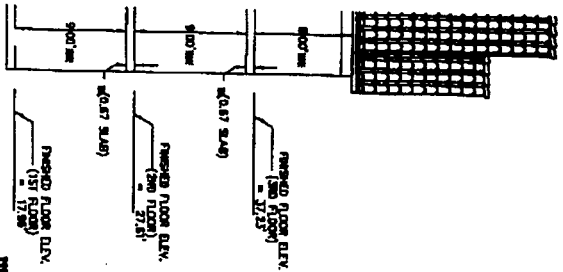
THIRD FLOOR PLAN BUILDING 3 (BLACK DIAMOND)

THIS INSTRUMENT PREPARED BY:
 BRETT A. BISHOP, L.S. #4760, L.B. #6753
 BBL SURVEYORS & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 587-1315
 04/25/04

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

1" = 30'
SCALE IN FEET
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

LEGEND:
L.S. - LEASED SURVIVOR
L.B. - LEASED BUSINESS
ELEV. - ELEVATION



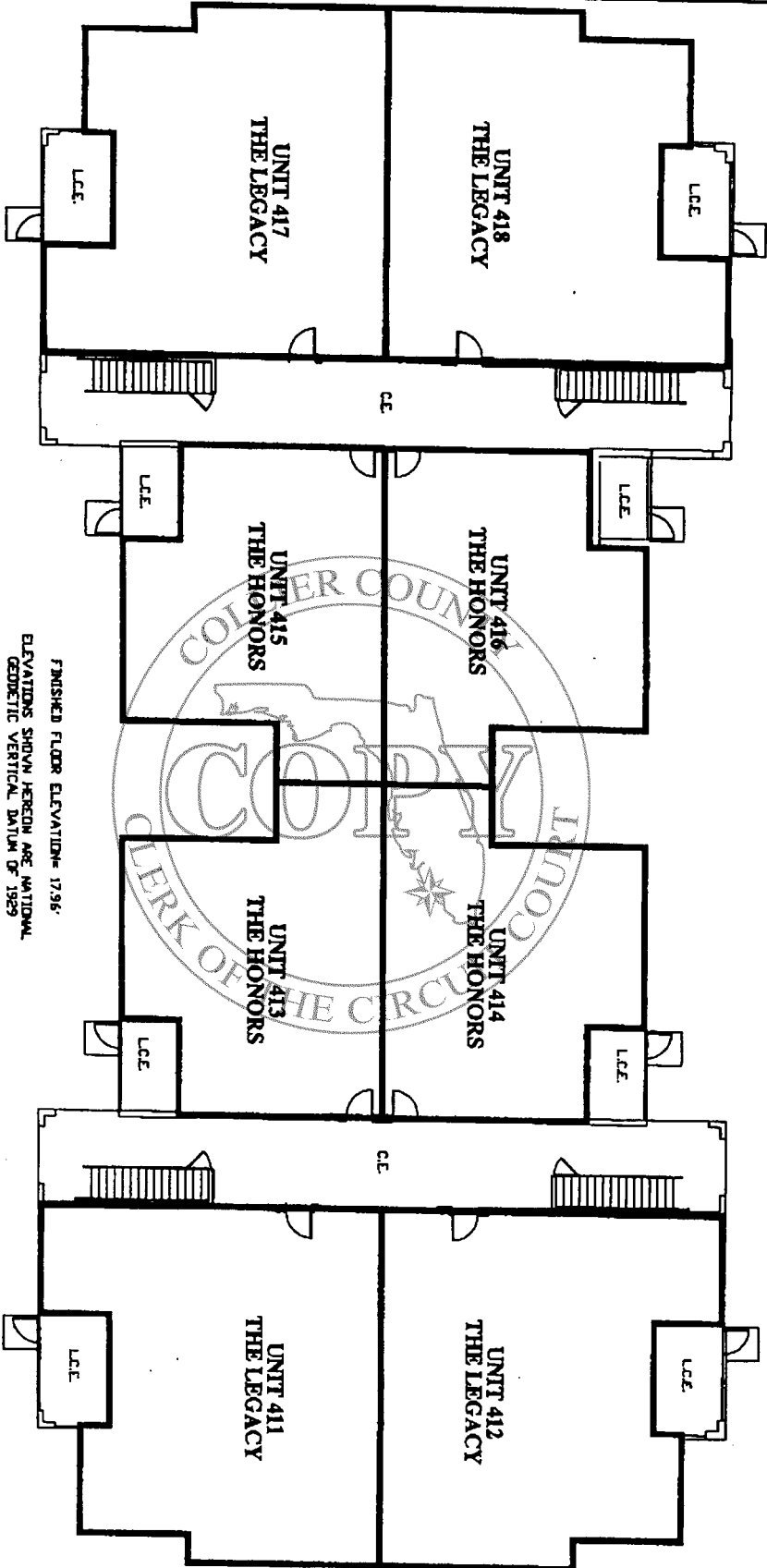
ELEVATIONS SHOWN HEREON
ARE NATIONAL GEODETIC
VERTICAL DATUM OF 1989
ALL ELEVATIONS SHOWN
HEREON ARE MEASURED
UNLESS OTHERWISE SHOWN

NOTES:
ARCHITECTURAL DESIGN PROVIDED BY LARS V. TONER, INC.
DIMENSIONS MAY BE EXCEEDED USING THE BAR SCALE
DIMENSIONS PROVIDED BY STRUCTURAL PLANS
NO NEW CEILING & CANTERNA CEILING HAVE NOT BEEN SHOWN
IF ANY, NOTES TO EXPLANATION OF CONSTRUCTION FOR A REVISION
OF VERTICAL UNIT DIMENSIONS

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S. #4760, L.B. #6753
BBS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1515
04/29/05

REVISED CD900 NAME 07/15/05
REVISED BLDG NAME 02/16/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM



FINISHED FLOOR ELEVATION= 1796'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929

0 10 20 30 40
SCALE IN FEET
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

LEGEND:
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS
STAIRWAYS = [Staircase symbol]
UNIT BOUNDARY = [Line symbol]

NOTES:

THE FOLLOWING AREAS ARE (C.E.) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAME 07/15/05
REVISED L.S. & UNIT NAMES 05/16/05

FIRST FLOOR PLAN BUILDING 4 (OCEAN FOREST)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4780, L.B. #8733
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
04/15/05

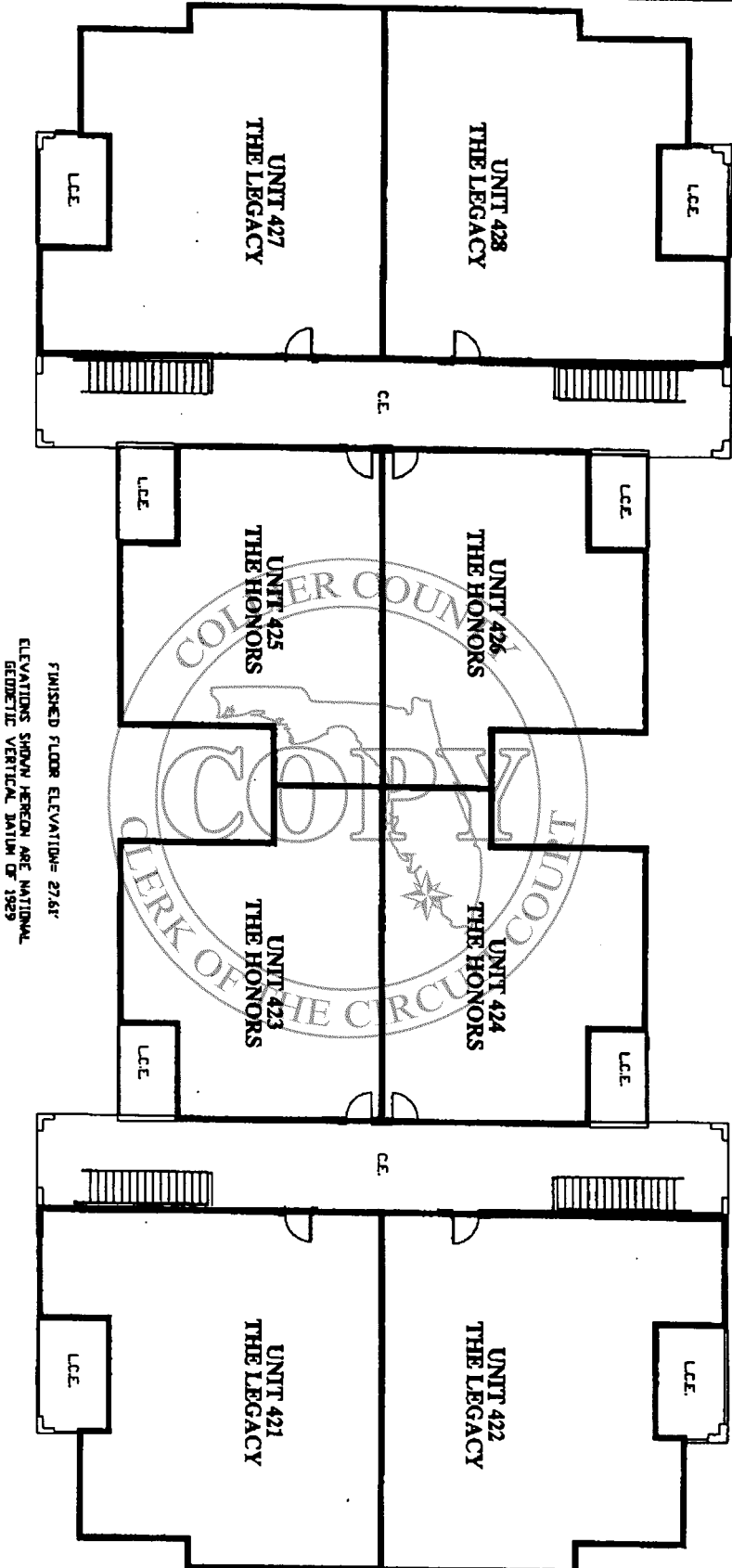
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON
LS = LICENSED SURVEYOR
LB = LICENSED BUSINESS

STAIRWAYS = 

UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION= 27.61'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929

0 10 20 30 40
SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

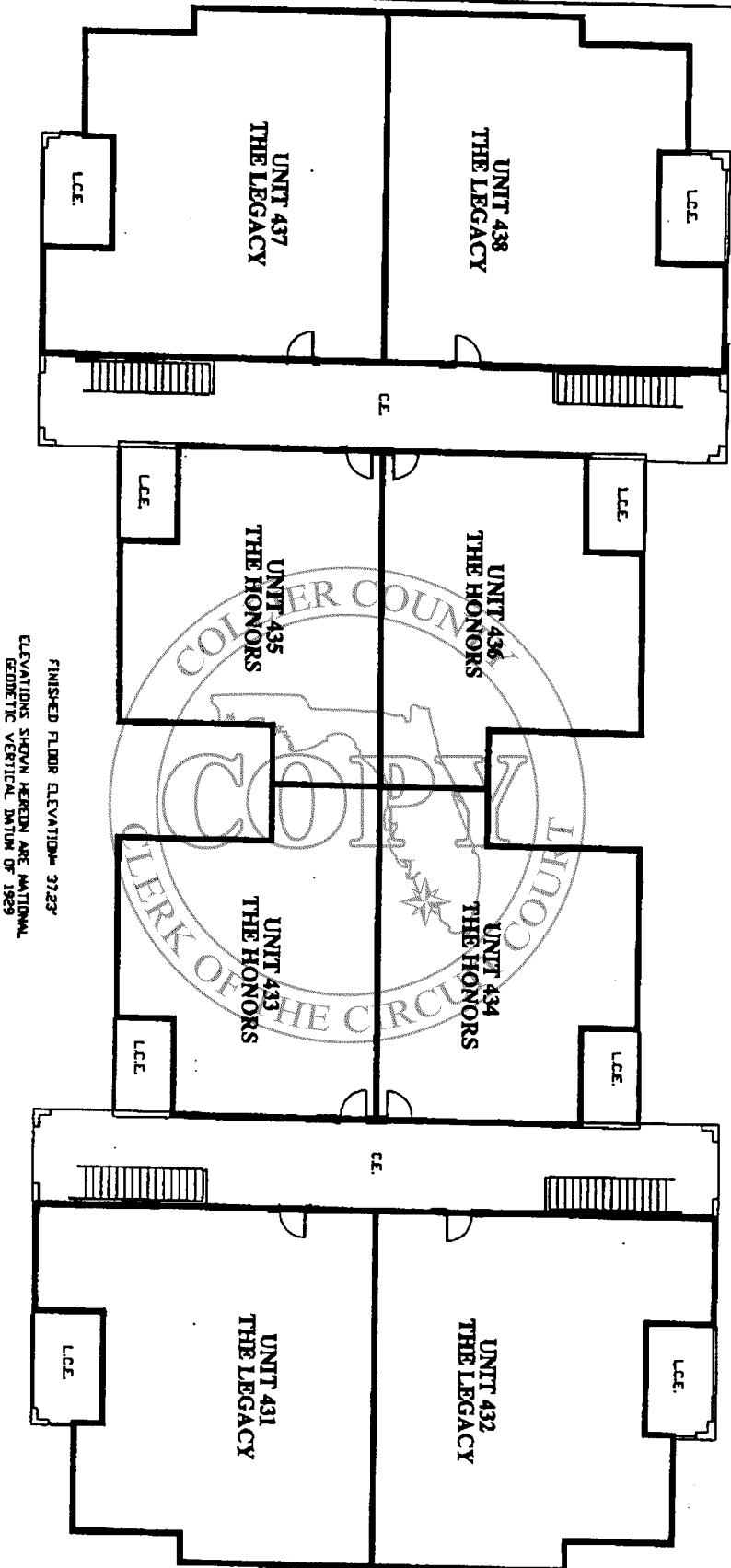
NOTES:
THE FOLLOWING ARE (C.E.) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
DIMENSIONS MAY BE INTERPRETED USING THE BAR SCALE.
REVISED CONDO MAPS 07/15/05
REVISED BLDG & UNIT NAMES 05/16/05

SECOND FLOOR PLAN BUILDING 4 (OCEAN FOREST)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4790, L.B. #6753
BBL SURVEYORS & MAPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
04/25/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:
 CE = COMMON ELEMENT
 LCE = LIMITED COMMON ELEMENT
 L.S. = LICENSED SURVEYOR
 L.B. = LICENSED BUSINESS
 STAIRWAYS = 
 UNIT BOUNDARY = 



SCALE IN FEET
 0 10 20 30 40
 THIS EXPEDIT MAY HAVE BEEN REDUCED
 OR ENLARGED

NOTES:

THE FOLLOWING ARE THE COMMON ELEMENT, STAIRWAYS,
 ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
 DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAMES 07/15/05
 REVISED BLDG & UNIT NAMES 05/16/05

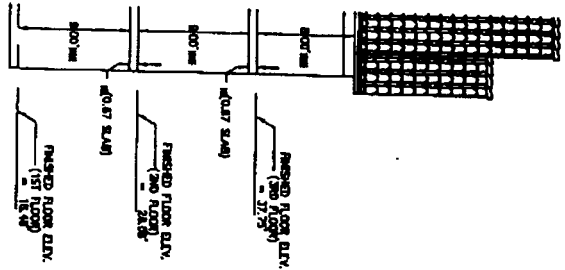
THIRD FLOOR PLAN BUILDING 4 (OCEAN FOREST)

THIS INSTRUMENT PREPARED BY:
 BRETT A. BISHOP L.S.#4780, L.B. #9753
 BBL SURVEYORS & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 587-1315
 04/23/05

FAIRWAY PRESERVE AT OLD CYPRESS, A CONDOMINIUM

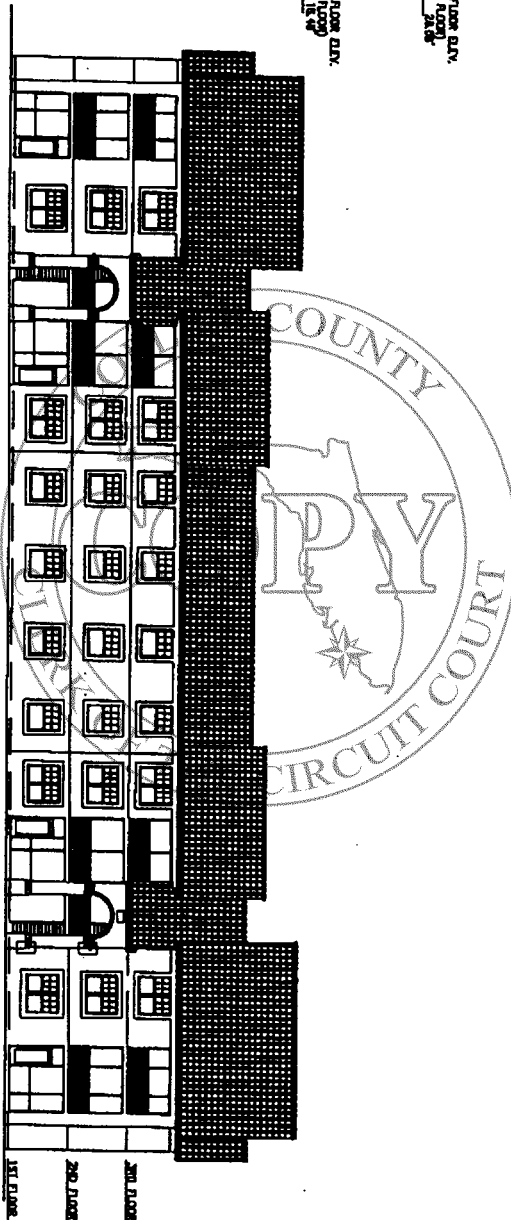
SCALE IN FEET
THIS ELEVATION MAY HAVE BEEN REDUCED
OR ENLARGED

LEGEND:
L.S. = LOCKED SERVITUDE
L.B. = LOCKED BACKSET
ELEV. = ELEVATION



VERTICAL UNIT LIMITS DETAIL

NOT TO SCALE



ELEVATIONS SHOWN HEREIN
ARE MATERIAL QUANTITIES
VERTICAL, DATUM OF 1989
ALL ELEVATIONS SHOWN
HEREIN ARE KISSAID
UNLESS OTHERWISE SHOWN

FRONT ELEVATION BUILDING 5 (SEMINOLE)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S., P. 170, L.B., P. 735
BIBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
04/25/05

NOTES:
ARCHITECTURAL DESIGN PROVIDED BY LANS V. YOUNG, INC.
DIMENSIONS MAY BE INTERFERED USING THE BAR SCALE.
ALL DIMENSIONS PROVIDED BY STRUCTURAL PLANS.
ALL DIMENSIONS & MATERIALS, CEILING HAVE NOT BEEN SHOWN
BY ANY, REFER TO RELEVANT OF CONSTRUCTION FOR A RECEPTION
OF VERTICAL UNIT DIMENSIONS.
REVISED COORDINATE 07/15/05
REVISED ALSO HAVE 04/25/05

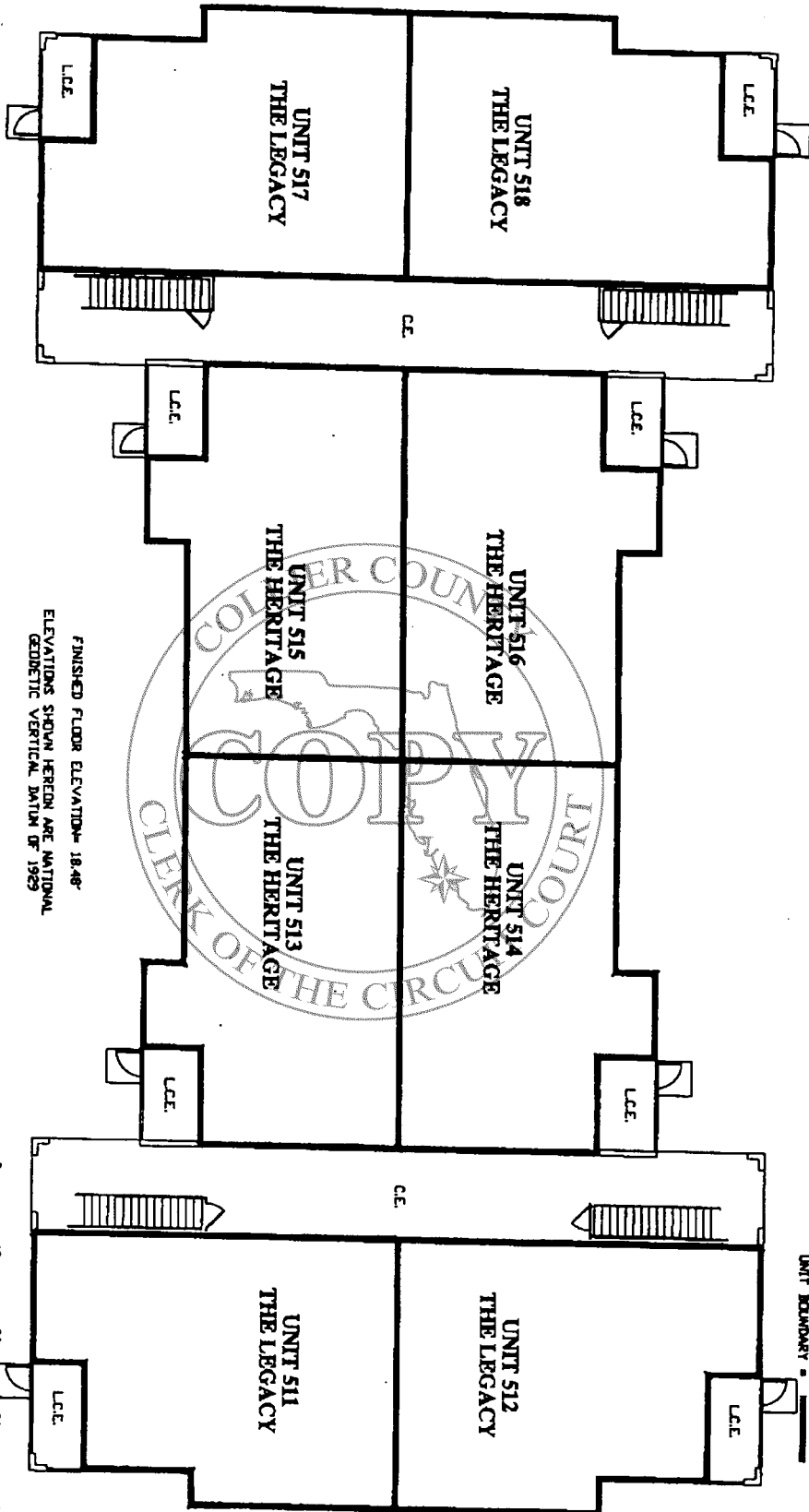
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

C.E. - COMMON ELEMENT
L.C.E. - LIMITED COMMON
L.S. - LICENSED SUPERVISOR
L.B. - LICENSED BUSINESS

STAIRWAYS - [Stairway Symbol]

UNIT BOUNDARY - [Unit Boundary Line]



FINISHED FLOOR ELEVATION- 18.48'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929

0 10 20 30 40
SCALE IN FEET

NOTES:
THE FOLLOWING ARE AREAS ARE C.E. COMMON ELEMENT STAIRWAYS.
ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
REVISED CONDO MAPS 07/15/05
REVISED BLDG & UNIT MAPS 05/16/05

FIRST FLOOR PLAN BUILDING 5 (SEMINOLE)

THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED
THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4780, L.B.#8753
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
04/23/05

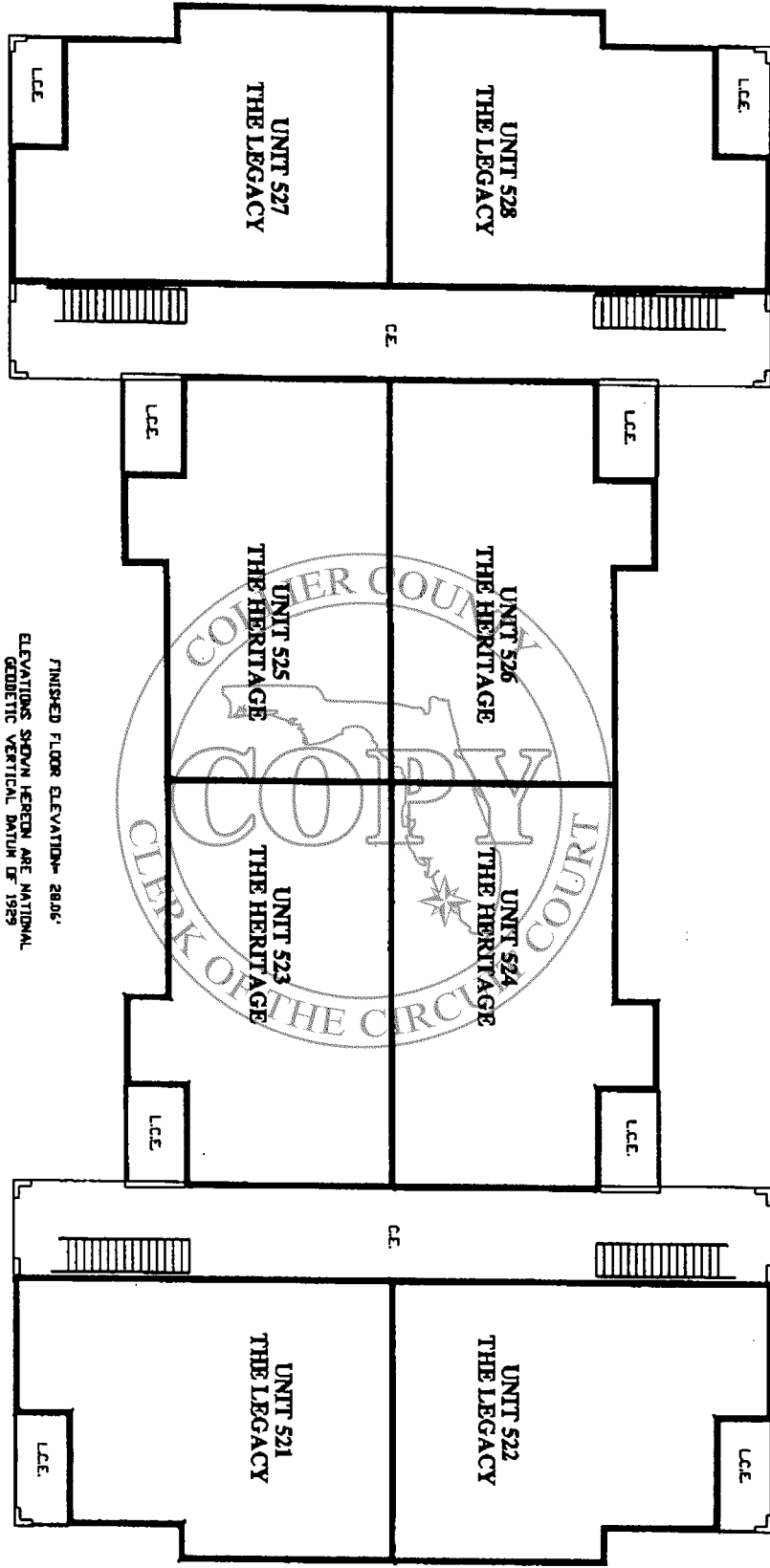
FAIRWAY PRESERVE AT OLD CYPRESS, A CONDOMINIUM

LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT
LS = LICENSED SUPERVISOR
LB = LICENSED BUSINESS

STAIRWAYS = 

UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION- 28.05'
ELEVATIONS SHOWN HEREIN ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929

0 10 20 30 40
SCALE IN FEET
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

SECOND FLOOR PLAN BUILDING 5 (SEMINOLE)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#1780, L.B.#733
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 587-1315
04/25/05

NOTES:

THE FOLLOWING AREAS ARE (CE) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

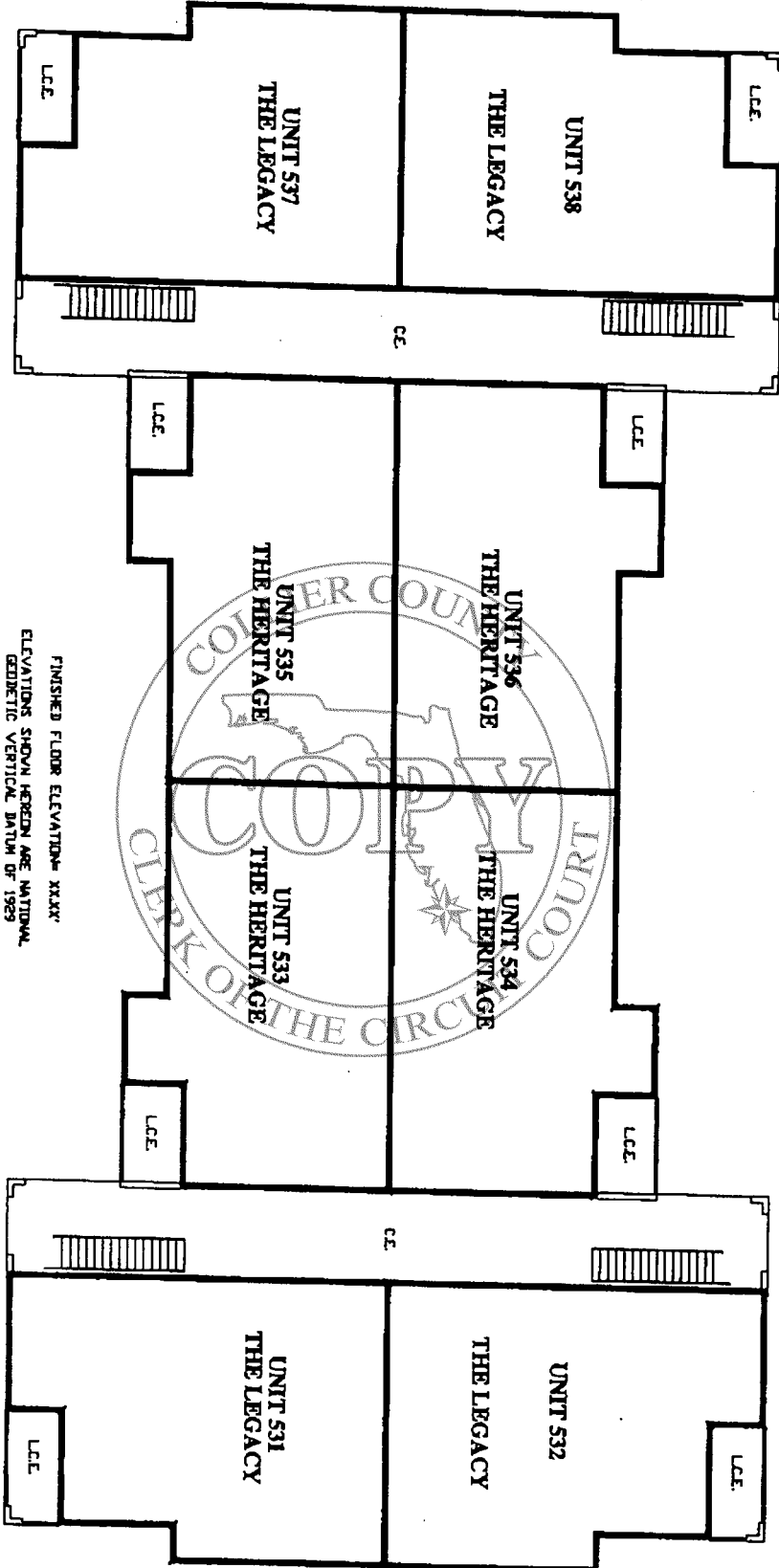
REVISED CONDO NAME 07/15/05
REVISED BLDG & UNIT NAMES 05/16/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS

STAIRWAYS = 
UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION: XXXX
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1983

SCALE IN FEET
0 10 20 30 40

THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4760, L.B. #0733
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
04/25/05

THIRD FLOOR PLAN BUILDING 5 (SEMINOLE)

NOTES:

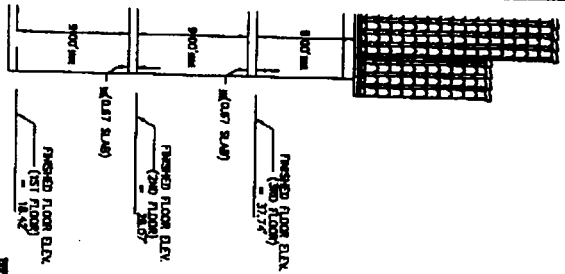
THE FOLLOWING ARE ARE (C.E.) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAA SCALE.

REVISED CONDO NAMES 02/15/05
REVISED BUILDING UNIT NAMES 05/16/05

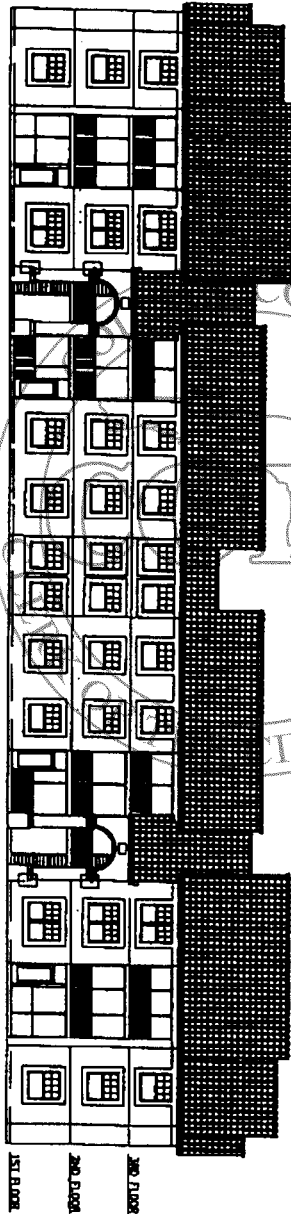
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

SCALE IN FEET
THIS ELEVATION MAY HAVE BEEN REDUCED
OR ENLARGED

LEGEND:
L.S. = LEASED SURVEYOR
L.B. = LEASED BUSINESS
ELEV. = ELEVATION



VERTICAL UNIT LIMITS DETAIL NOT TO SCALE



ELEVATIONS SHOWN HEREON
ARE MATHEMATICAL, GEOMETRIC
VERTICAL MEASUREMENTS
BASED ON THE 1989
NAD 83 DATUM
ALL ELEVATIONS SHOWN
HEREON ARE BASED ON
MEASUREMENTS SHOWN

FRONT ELEVATION BUILDING 6 (PINE HURST)

NOTES:
ARCHITECTURAL DESIGN PROVIDED BY LANE V. TOLSON, INC.
ELEVATIONS MAY BE DETERMINED USING THE 1/8" SCALE.
ALL DIMENSIONS PROVIDED BY STRUCTURAL PLANS.
ALL SHIP EXTERIOR & INTERIOR ELEVATIONS HAVE NOT BEEN SHOWN
OR HAVE BEEN TO RECONSTRUCTION OF CONDOMINIUM FOR A RECONSTRUCTION
OF VERTICAL UNIT EQUIPMENT.
REVISED CORNER MARK 07/15/95
REVISED ALSO HAVE 07/15/95

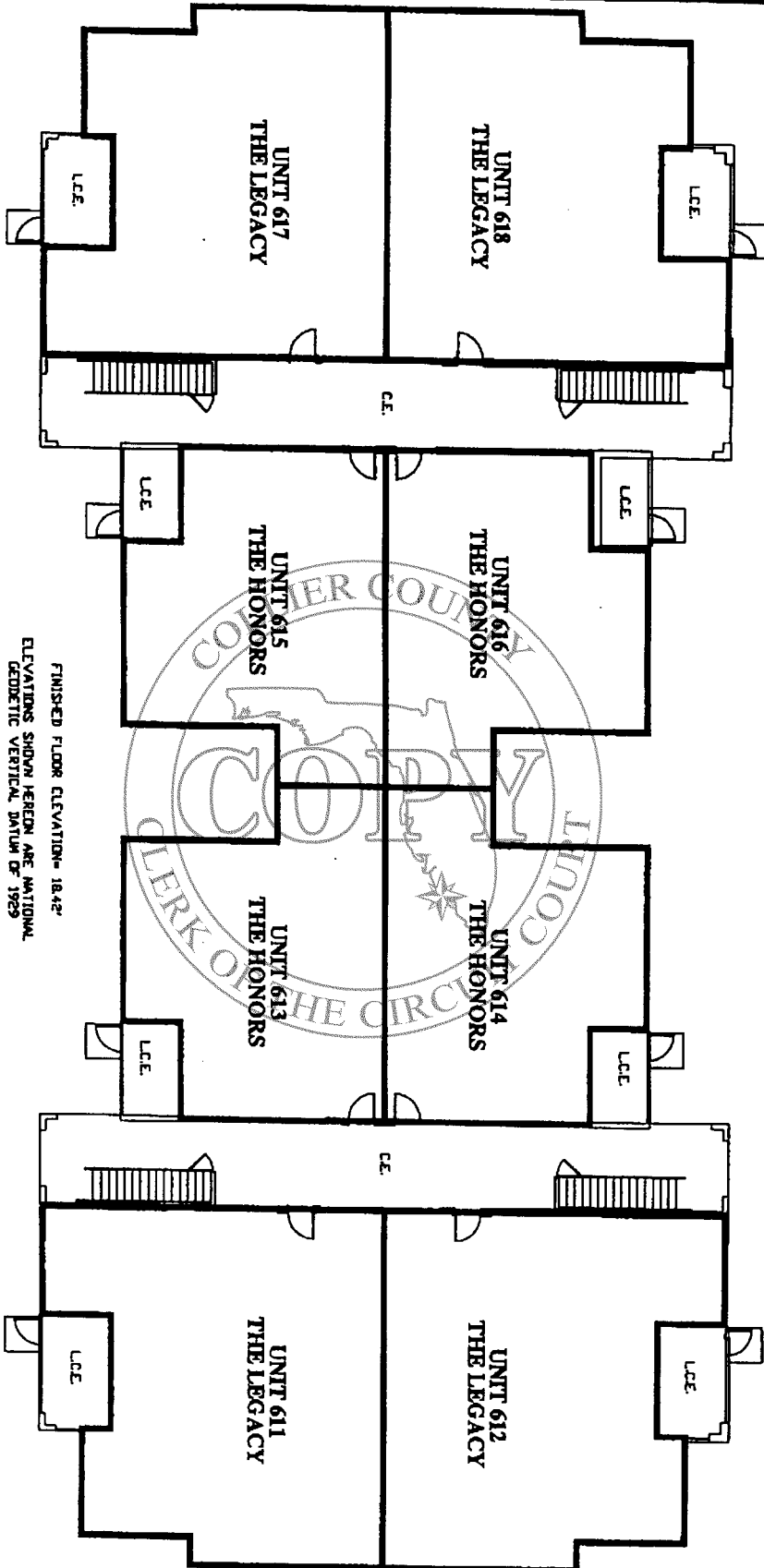
THIS INSTRUMENT PREPARED BY:
BRETT A. BRISQ L.S. #4760, L.B. #6753
BLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
4/12/95

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

CE - COMMON ELEMENT
LCE - LIMITED COMMON
LS - LICENSED SURVEYOR
LBS - LICENSED BUSINESS

STAIRWAYS - 
UNIT BOUNDARY - 



FINISHED FLOOR ELEVATION- 18.42'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929

0 10 20 30 40
SCALE IN FEET
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

NOTES:

THE FOLLOWING AREAS ARE (CE) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL, DESIGN PROVIDED BY LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

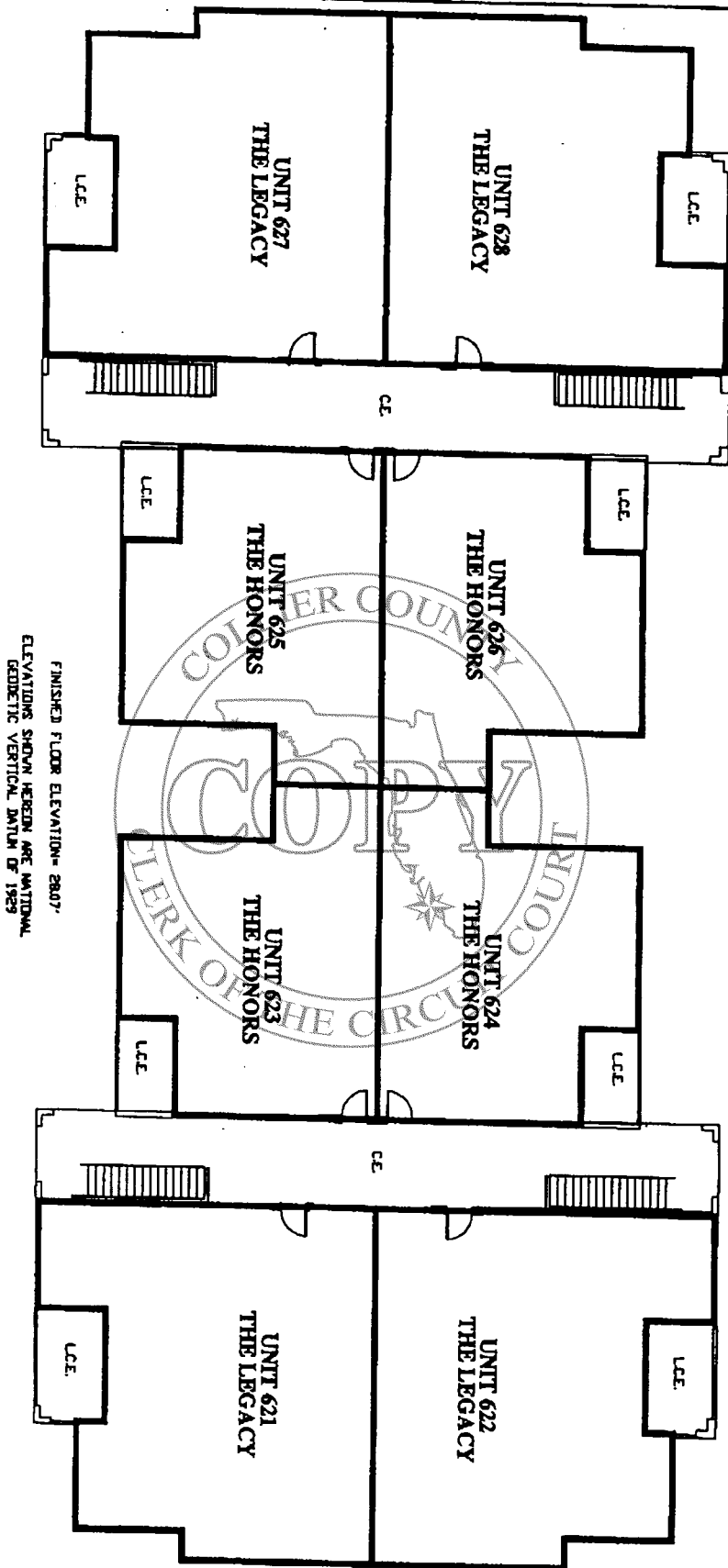
REVISED CONDO MAP 07/15/05
REVISED BLDG & UNIT NAMES 05/16/05

FIRST FLOOR PLAN BUILDING 6 (PINE HURST)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4760, L.B. #8753
BBS SURVEYORS & MAPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 587-1315
04/25/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:
 CE = COMMON ELEMENT
 LCE = LIMITED COMMON ELEMENT
 LS = LICENSED SURVEYOR
 LBS = LICENSED BUSINESS
 STAIRWAYS = 
 UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION= 28.07'
 ELEVATIONS SHOWN HEREON ARE NATIONAL
 GEODETIC VERTICAL DATUM OF 1983

SCALE IN FEET
 0 10 20 30 40
 THIS EXHIBIT MAY HAVE BEEN REDUCED
 OR ENLARGED

NOTES:

THE FOLLOWING ARE ARE (LCE) COMMON ELEMENT, STAIRWAYS,
 ARCHITECTURAL DESIGN PROVIDED BY, LARS V. YOUNG, INC.
 DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAMES 07/15/05
 REVISED ALUG & UNIT NAMES 08/16/05

SECOND FLOOR PLAN BUILDING 6 (PINE HURST)

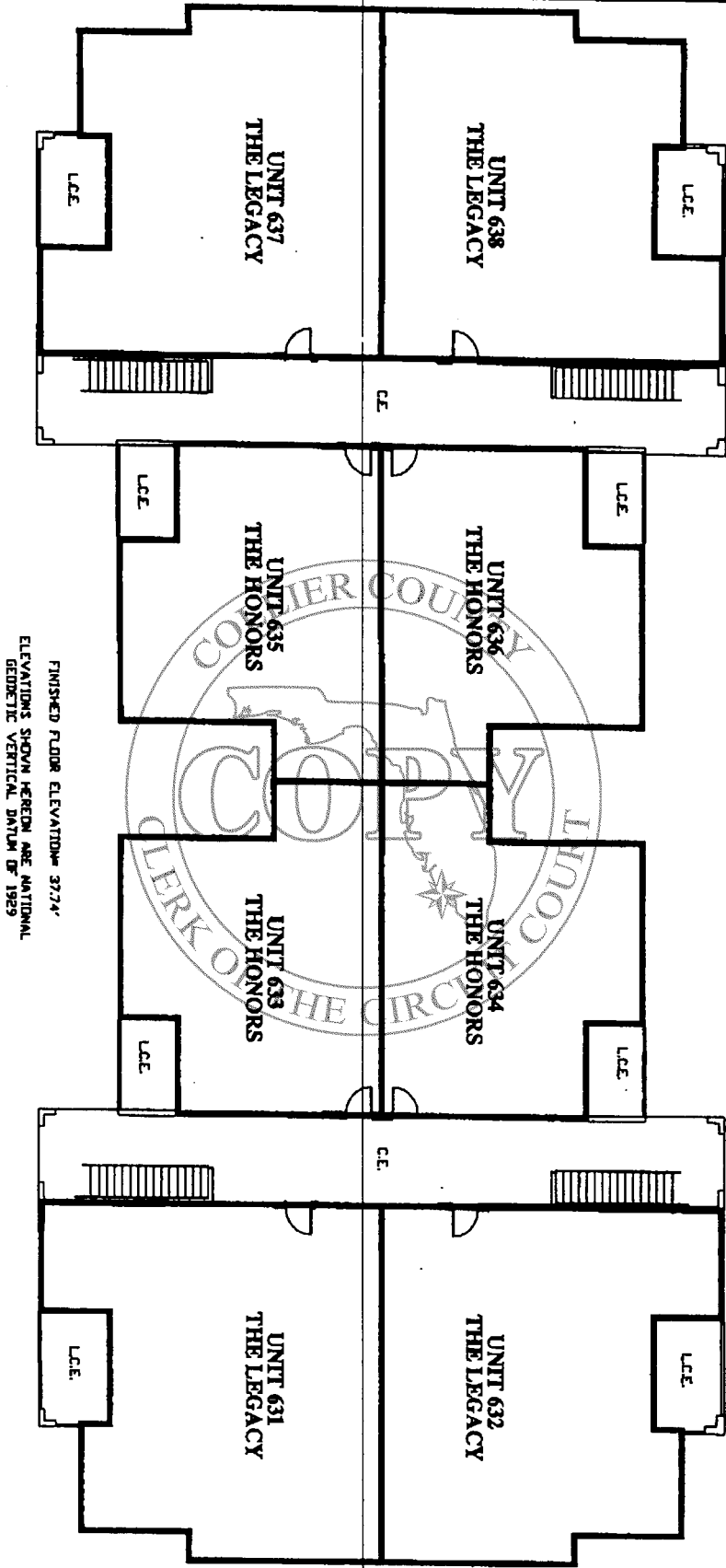
THIS INSTRUMENT PREPARED BY:
 BRETT A. BISHOP L.S.#4760, L.B. #6753
 BLS SURVEYORS & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 597-1315
 04/23/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT
L.S. = LICENSED SURVEYOR
L.B.S. = LICENSED BUSINESS

STAIRWAYS = 
UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION= 37.74'
ELEVATIONS SHOWN HEREIN ARE NATIONAL
BENCHMARK VERTICAL DATUM OF 1929



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#1760, L.B. #1753

BBL SURVEYORS & MAPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 587-1315
04/25/05

NOTES:
THE FOLLOWING ARE (CE) COMMON ELEMENTS, STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
REVISED CONDO MAPS 07/15/05
REVISED N.D.C. & UNIT NAMES 02/16/05

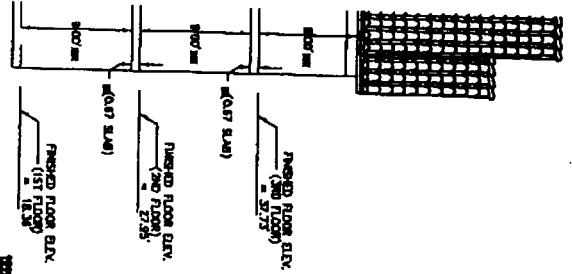
THIRD FLOOR PLAN BUILDING 6 (PINE HURST)

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

SCALE IN FEET
1" = 10'-0"

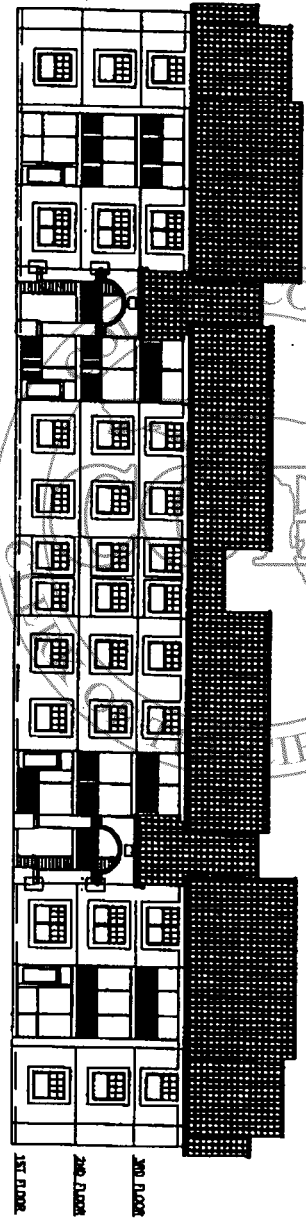
THIS DOCUMENT MAY HAVE BEEN REPRODUCED
OR FORWARDED

LEGEND:
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS
ELEV. = ELEVATION



VERTICAL UNIT LIMITS DETAIL

NOT TO SCALE



NOTES:
ARCHITECTURAL DESIGN PROVIDED BY LANS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE 3/4" SCALE.
ALL DIMENSIONS PROVIDED BY STRUCTURAL PLANS.
ALL DIMENSIONS & ELEVATIONS, ELEVATIONS HAVE NOT BEEN SHOWN
IF ANY, NOTED TO ELEVATION OF CONDOMINIUM FOR A DESCRIPTION
OF VERTICAL UNIT ELEVATIONS.

REVISED CONDO NAME 07/15/09
REVISED SLUG NAME 05/18/03

FRONT ELEVATION BUILDING 7 (SANDS HILLS)

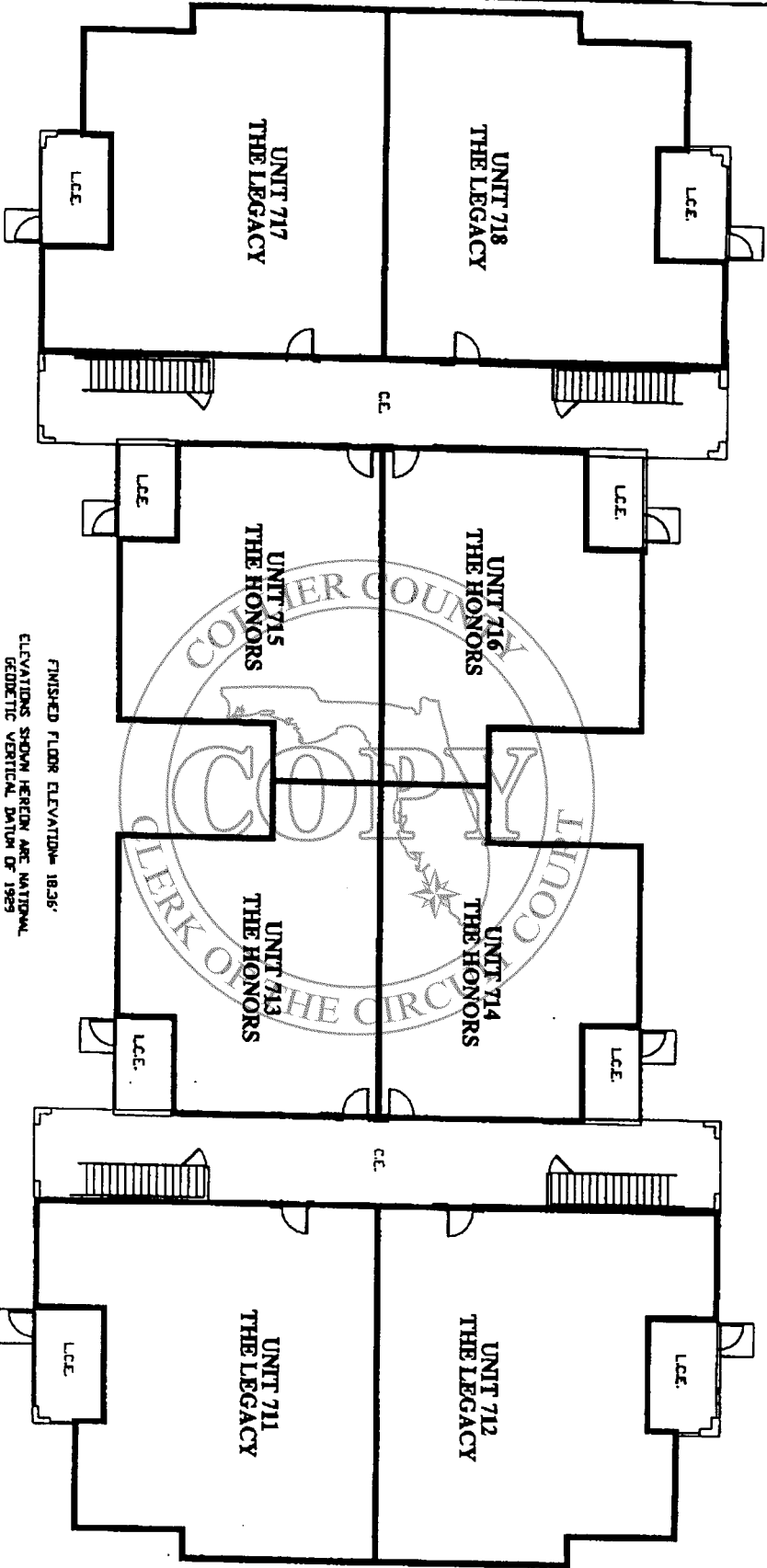
THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S. 17760, L.B. 07753
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 587-1315
04/25/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON
LS = LICENSED SURVEYOR
LB = LICENSED BUSINESS

STAIRWAYS = 
UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION: 18.36'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1989

0 10 20 30 40
SCALE IN FEET
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED.

NOTES:

THE FOLLOWING AREAS ARE (C.E.) COMMON ELEMENT: STAIRWAYS.
ARCHITECTURAL DESIGN PROVIDED BY: LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

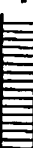
REVISED CONDO NAME: 07/15/05
REVISED BLDG & UNIT NAMES: 05/16/05

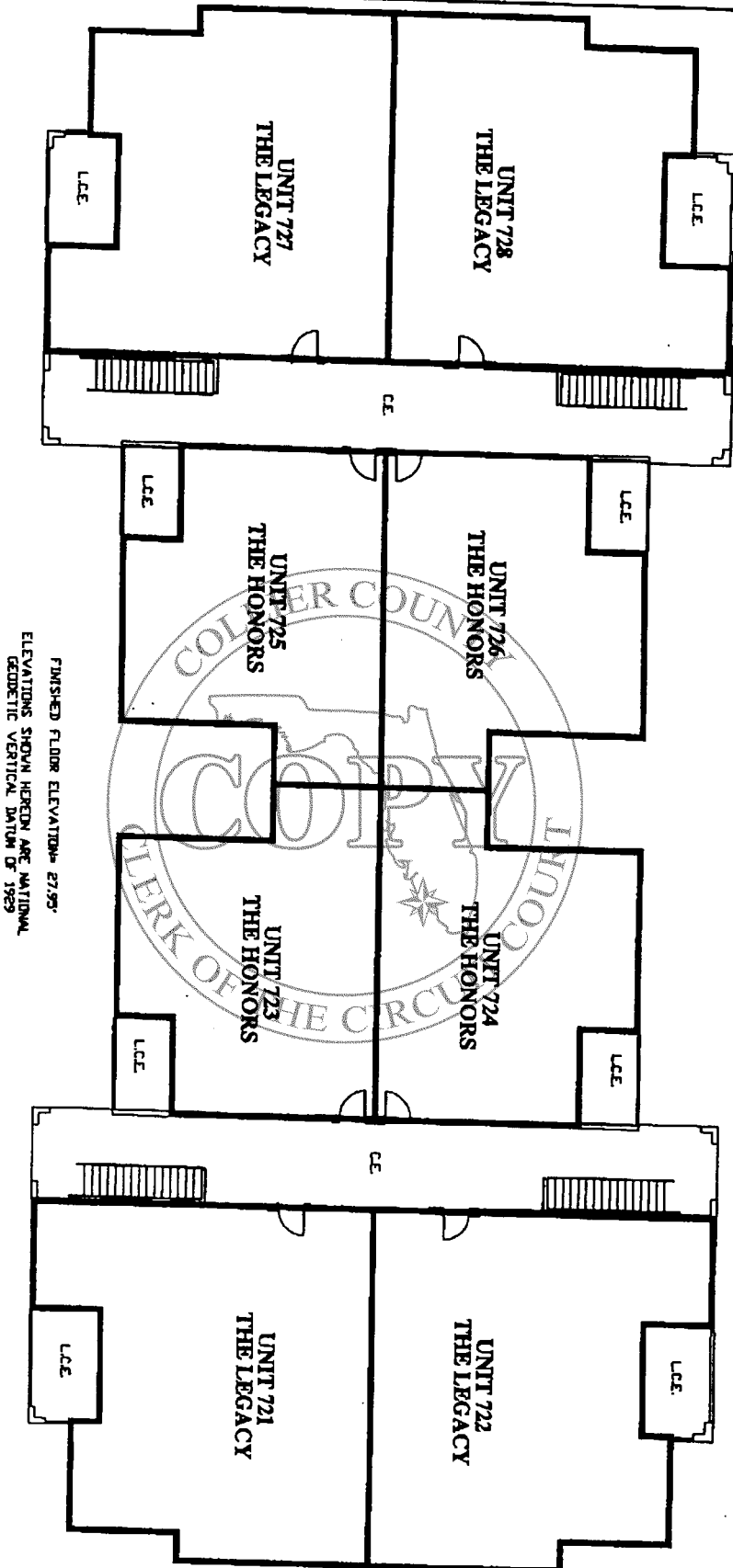
FIRST FLOOR PLAN BUILDING 7 (SAND HILLS)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4760, L.B. #6753
BBS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 587-1315

04/23/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:
 CE - COMMON ELEMENT
 LCE - LIMITED COMMON
 L.S. - LICENSED SURVEYOR
 L.B. - LICENSED BUSINESS
 STAIRWAYS - 
 UNIT BOUNDARY - 



FINISHED FLOOR ELEVATION: 27.99'
 ELEVATIONS SHOWN HEREON ARE NATIONAL
 GEODETIC VERTICAL DATUM OF 1989

SCALE IN FEET
 0 10 20 30 40
 THIS EXHIBIT MAY HAVE BEEN REDUCED
 OR ENLARGED

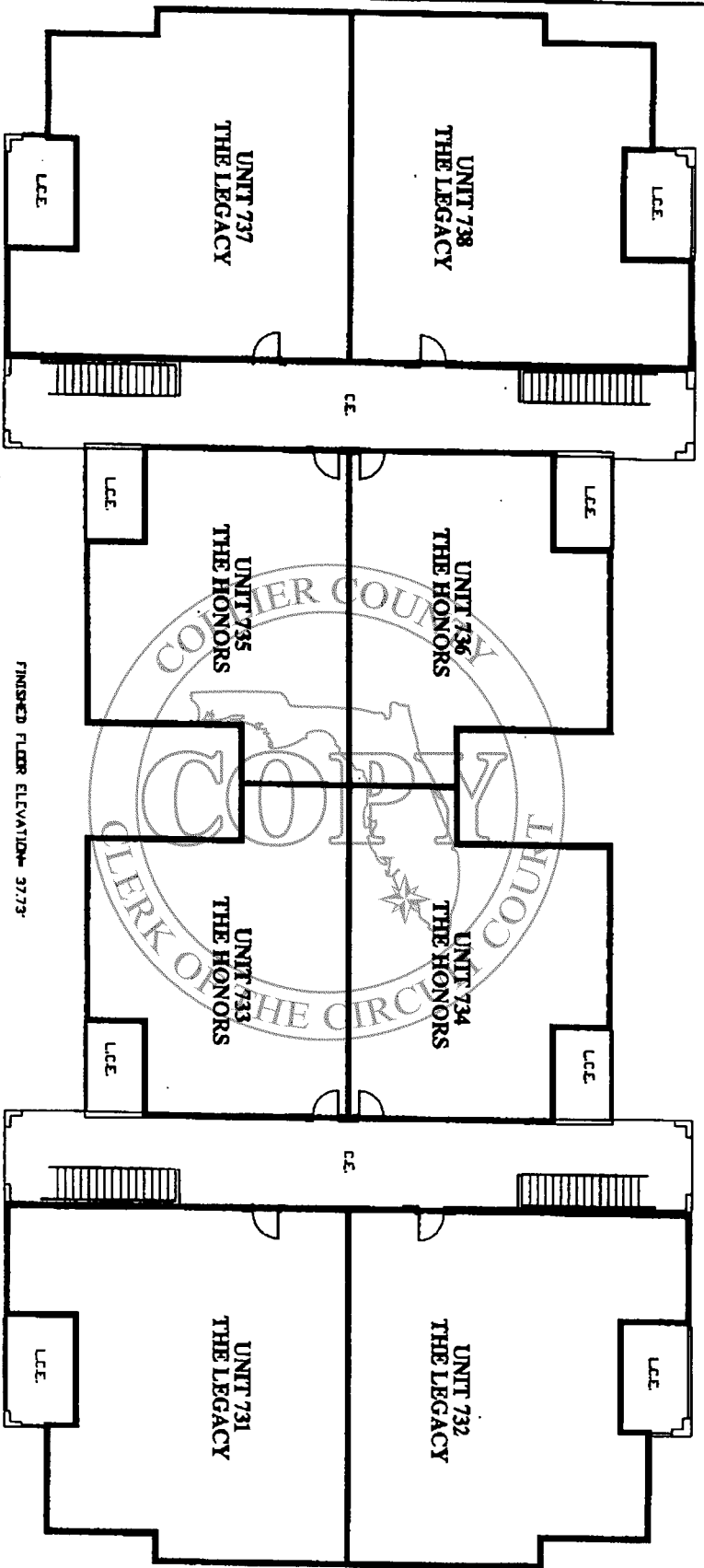
NOTES:
 THE FOLLOWING ARE AREAS (CE) COMMON ELEMENT, STAIRWAYS,
 ARCHITECTURAL DESIGN PROVIDED BY LANS V YOUNG, INC.
 DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
 REVISED CONDO MAPS 8/15/05
 REVISED PLUG & UNIT MAPS 02/16/05

SECOND FLOOR PLAN BUILDING 7 (SAND HILLS)

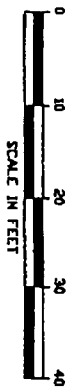
THIS INSTRUMENT PREPARED BY:
 BRETT A. BISHOP L.S.#780, L.B. #5733
 BBL SURVEYORS & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 587-1315
 04/25/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS
STAIRWAYS = 
UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION: 37.73'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4760, L.B.#0753

BBS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

04/25/05

NOTES:

THE FOLLOWING ARE (C.E.) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY: LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

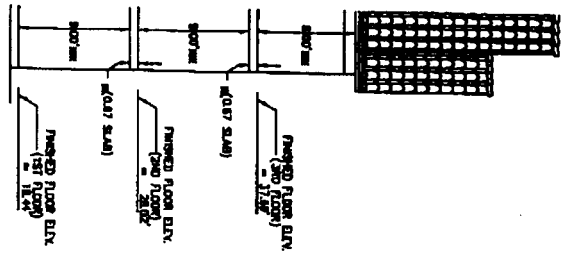
REVISED: CDDO MAPS 07/15/05
REVISED: BLDG & UNIT NAMES 05/16/05

THIRD FLOOR PLAN BUILDING 7 (SAND HILLS)

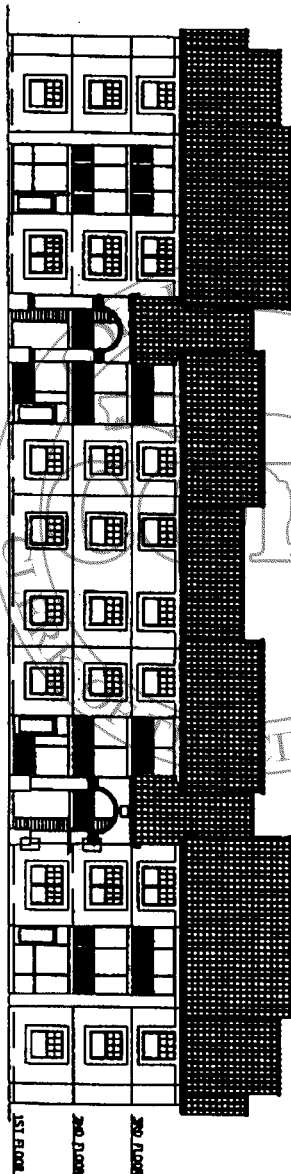
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

1" = 12'-0"
SCALE IN FEET
THIS ELEVATION HAS BEEN RECHECKED
ON 02/15/05

LEGEND:
L.S. = LICENSED SURVEYOR
L.E. = LICENSED ENGINEER
ELEV. = ELEVATION



VERTICAL UNIT LIMITS DETAIL NOT TO SCALE



ELEVATION SHOWN HEREIN
ARE MATERIAL, GEOMETRIC
VERTICAL DATA IS 1985
ALL ELEVATIONS SHOWN
HEREIN ARE VERTICAL
UNLESS OTHERWISE SHOWN

FRONT ELEVATION BUILDING 8 (PINE VALLEY)

THIS INSTRUMENT PREPARED BY:
BRETT A. BROWN, L.S. #1700, L.E. #1733
BBS SURVEYORS & MAPPERS INC.
1502-A PALM HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 587-1515

NOTES:
1. ADDITIONAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
2. DIMENSIONS MAY BE INTERFERED USING THE BAR SCALE.
3. DIMENSIONS PROVIDED BY STRUCTURAL PLANS.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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60. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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97. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
98. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
99. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
100. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

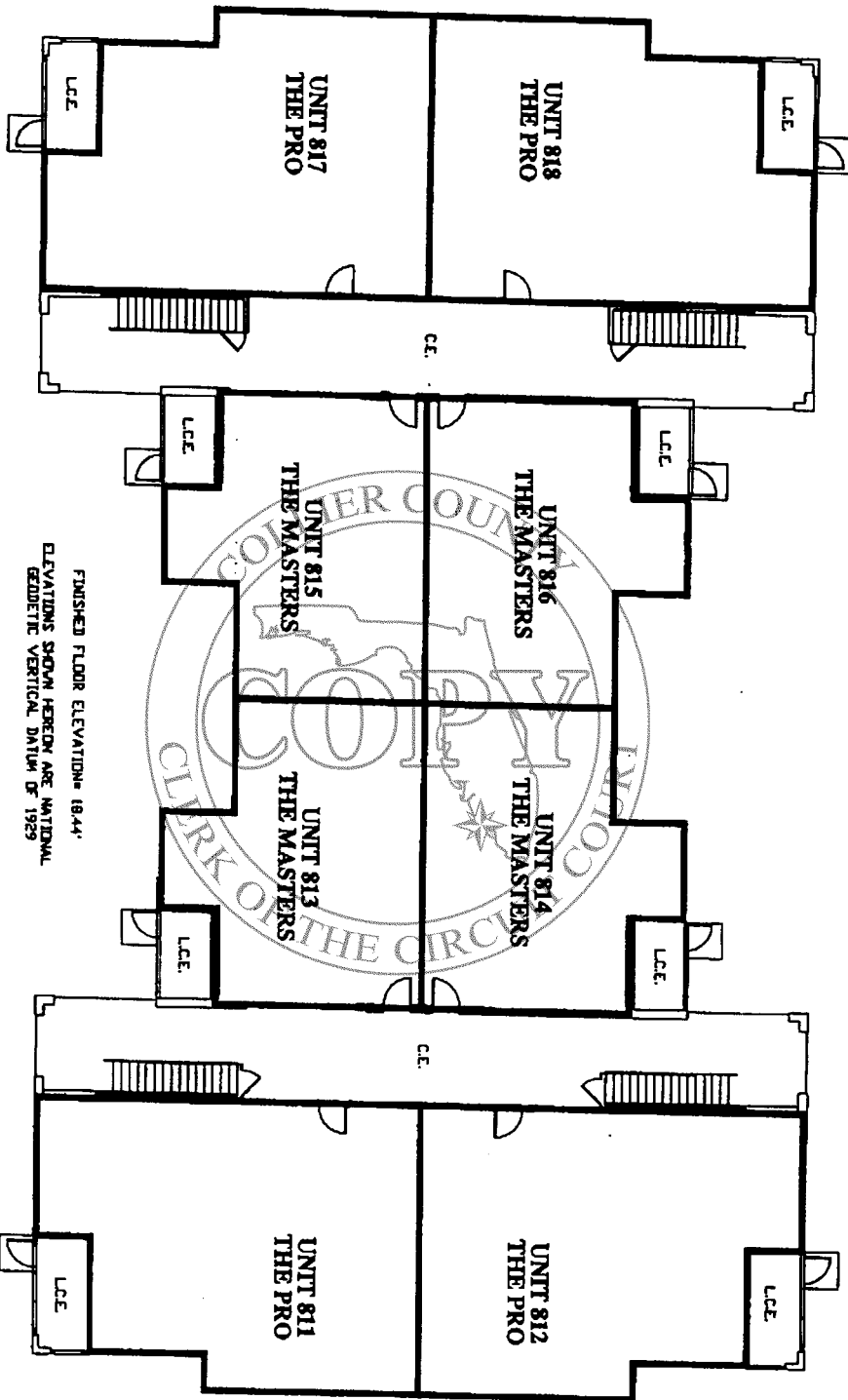
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON
 L.S. = LICENSED SURVEYOR
 L.B. = LICENSED BUSINESS

STAIRWAYS = [Hatched Pattern]

UNIT BOUNDARY = [Solid Line]



FINISHED FLOOR ELEVATION = 18.44'
 ELEVATIONS SHOWN HEREON ARE NATIONAL
 GEODETIC VERTICAL DATUM OF 1929

0 10 20 30 40
 SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED OR ENLARGED

THIS INSTRUMENT PREPARED BY:

BRETT A. BISHOP L.S.#4760, L.B.#0733
 BBL SURVEYORS & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 597-1315

04/23/05

NOTES:

THE FOLLOWING AREAS ARE C.E. COMMON ELEMENT STAIRWAYS.
 ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
 DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

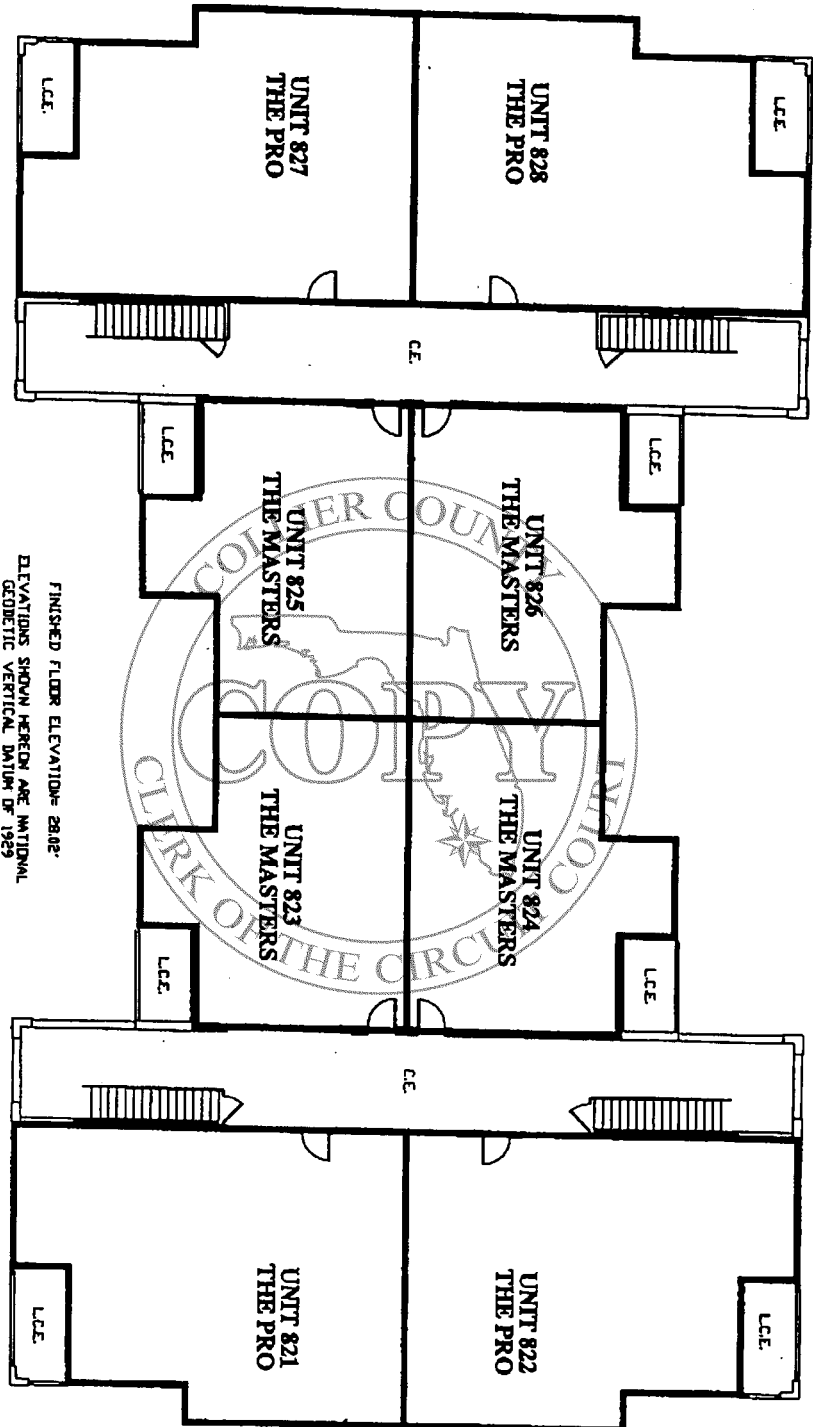
REVISED CONDO NAME 07/15/05

REVISED BLDG. & UNIT NAME 05/16/05

FIRST FLOOR PLAN BUILDING 8 (TYPE A)

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT
 L.S. = LICENSED SURVEYOR
 L.B. = LICENSED BUSINESS
 STAIRWAYS = 
 UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION= 28.02'
 ELEVATIONS SHOWN HEREON ARE NATIONAL
 GEODETIC VERTICAL DATUM OF 1929

SCALE IN FEET
 0 10 20 30 40
 THIS EXHIBIT MAY HAVE BEEN REDUCED
 OR ENLARGED

NOTES:

THE FOLLOWING ARE AREAS ARE (C.E.) COMMON ELEMENT STAIRWAYS.
 ARCHITECTURAL DESIGN PROVIDED BY: LANS V TONG, INC.
 DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

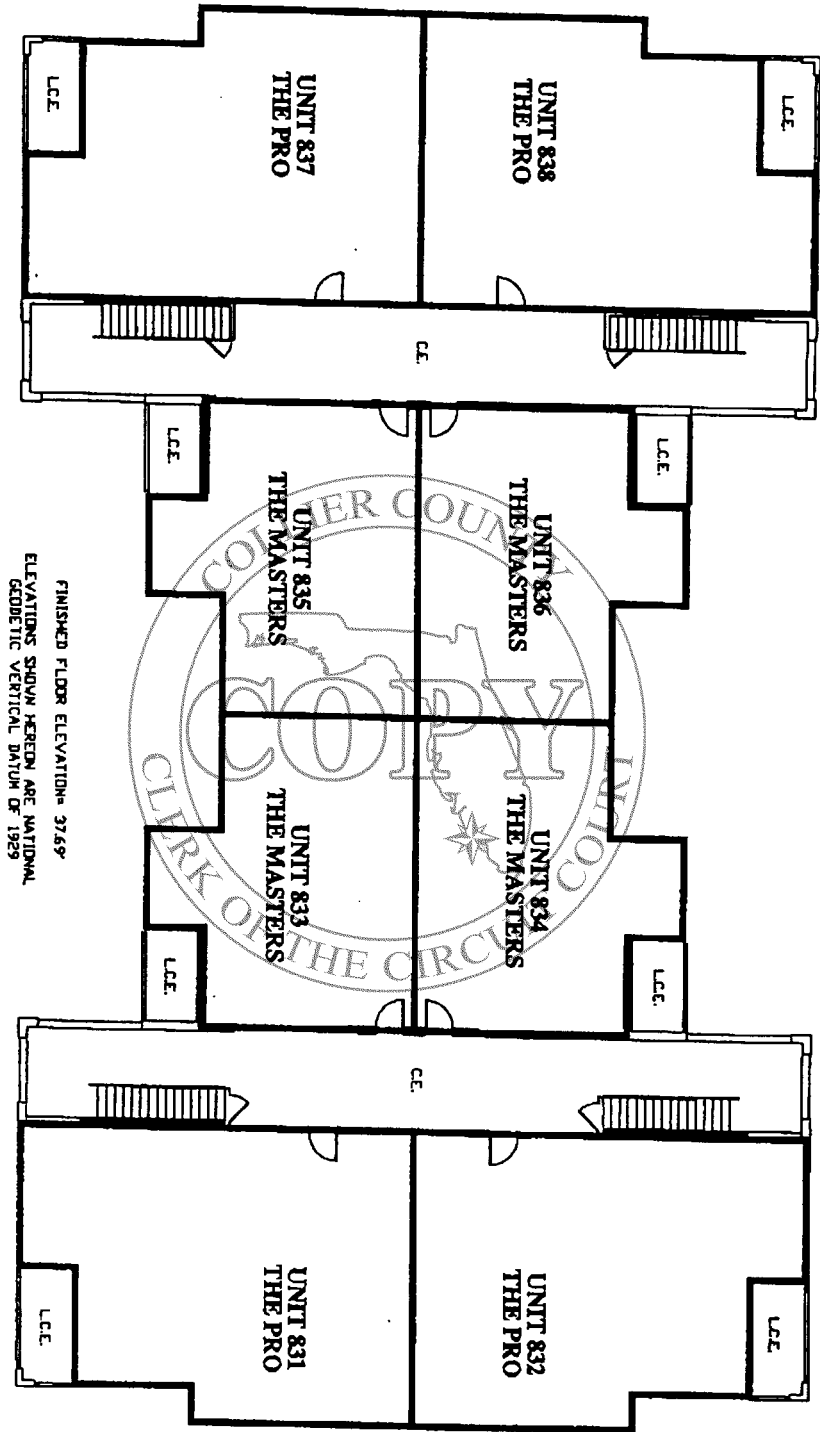
REVISED CDDO NAME 07/15/05
 REVISED BLDG. & UNIT NAME 05/16/05

SECOND FLOOR PLAN BUILDING 8 (PINE VALLEY)

THIS INSTRUMENT PREPARED BY:
 BRETT A. BISHOP L.S.#4760, L.B.#8753
 BBL SURVEYORS & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 597-1315
 04/23/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:
 C.E. - COMMON ELEMENT
 L.C.E. - LIMITED COMMON ELEMENT
 L.S. - LICENSED SURVEYOR
 L.B. - LICENSED BUSINESS
 STAIRWAYS = 
 UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION= 37.69'
 ELEVATIONS SHOWN HEREON ARE NATIONAL
 GEODETIC VERTICAL DATUM OF 1929



THIS EXHIBIT MAY HAVE BEEN REDUCED
 OR ENLARGED

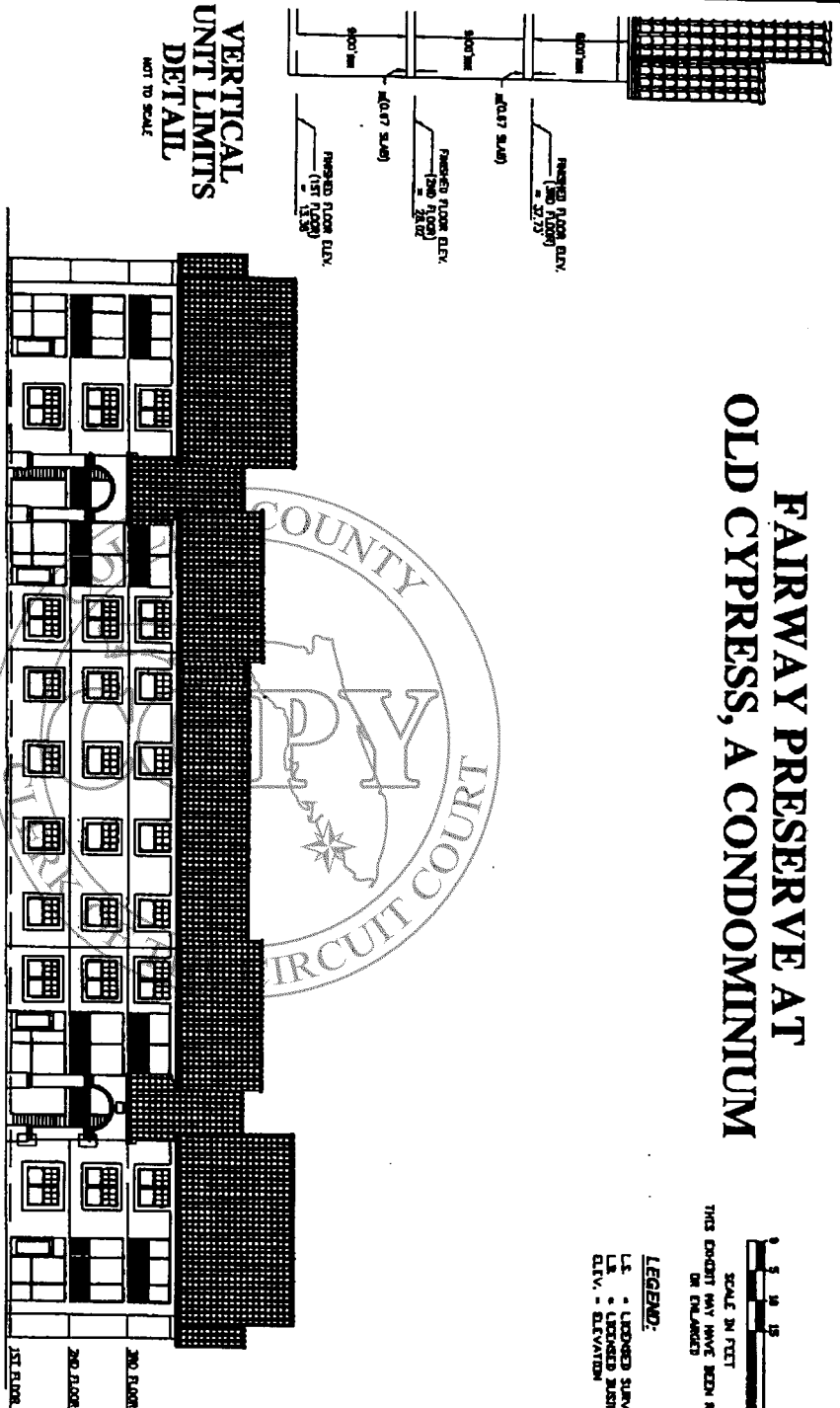
THIS INSTRUMENT PREPARED BY:
 BRETT A. BISHOP L.S.#4760, L.B. #6753

BBL'S SURVEYORS & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 597-1315
 04/23/05

THIRD FLOOR PLAN BUILDING 8 (PINE VALLEY)

NOTES:
 THE FOLLOWING ARE (C.E.) COMMON ELEMENT, STAIRWAYS,
 ARCHITECTURAL DESIGN PROVIDED BY: LARS V. YOUNG, INC.
 DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
 REVISED CONDO NAME 07/15/05
 REVISED M.D.C. & UNIT NAME 05/16/05

LEGEND:
 L.S. - UNDETERMINED SURVEYOR
 L.B. - UNDETERMINED BUSINESS
 ALT. - ALTITUDE



**VERTICAL
UNIT LIMITS
DETAIL,
NOT TO SCALE**

- DIMENSION PROVIDED BY STRUCTURAL PLANS
- ROOF CEILING & CATHEDRAL CEILING HAVE NOT BEEN SHOWN
- IF ANY, REFER TO SCHEDULE OF CONDITIONS FOR A DESCRIPTION OF VERTICAL UNIT MEASUREMENT.

REVISED CODED NAME 07/13/05
REVISED DLG NAME 05/16/05

FRONT ELEVATION
BUILDING 9 (CYPRESS POINT)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4760, L.B.#0753
BBL'S SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

04/23/05

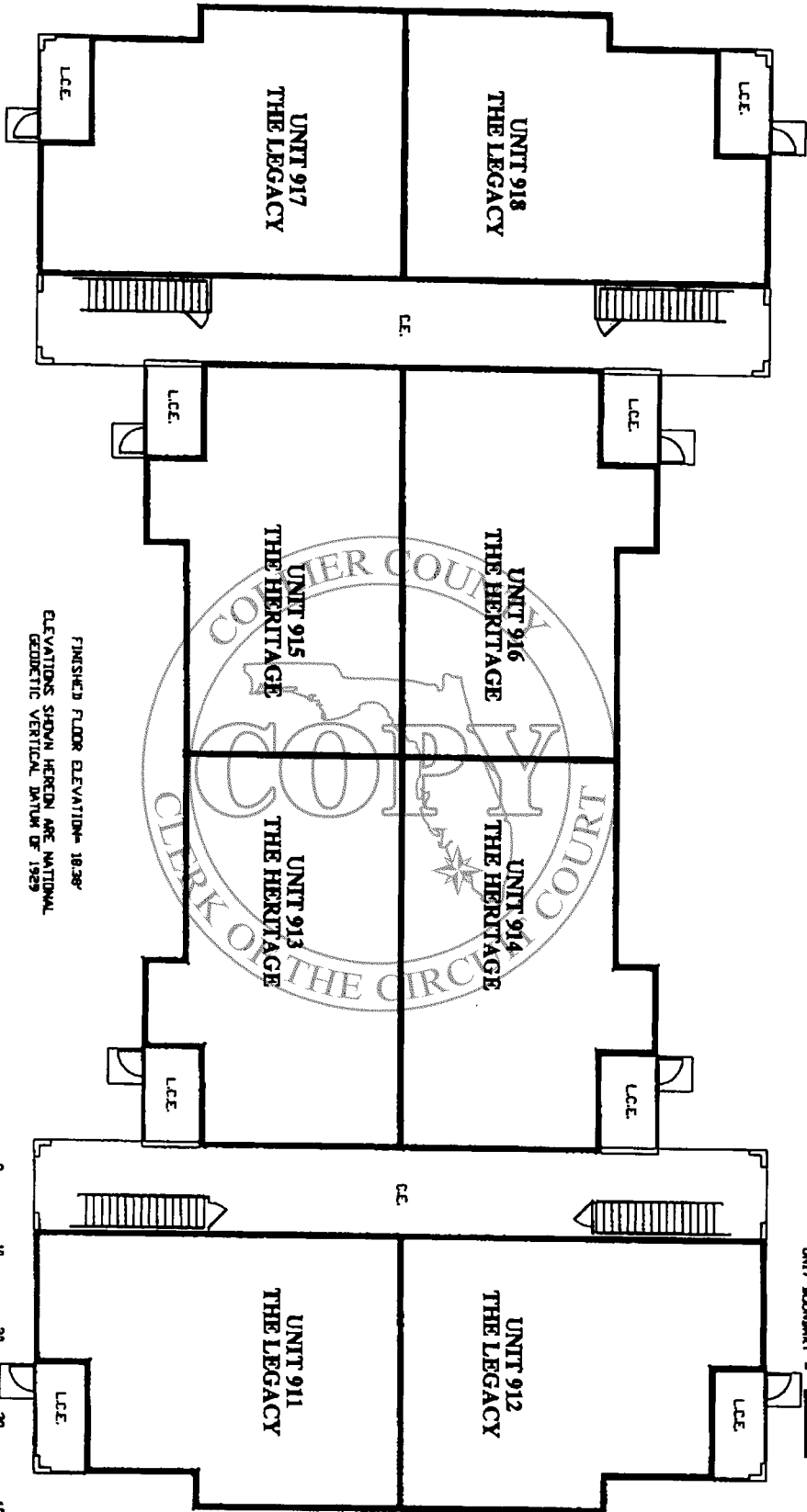
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS

STAIRWAYS = [Staircase Symbol]

UNIT BOUNDARY = [Thick Line Symbol]



NOTES:

THE FOLLOWING ARE AREAS ARE (C.E.) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL, DESIGN PROVIDED BY: LANS V YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAMES 07/15/03
REVISED L.C.E. & UNIT NAMES 03/16/03

FIRST FLOOR PLAN BUILDING 9 (CYPRESS POINT)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4760, L.B.#733
BBS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

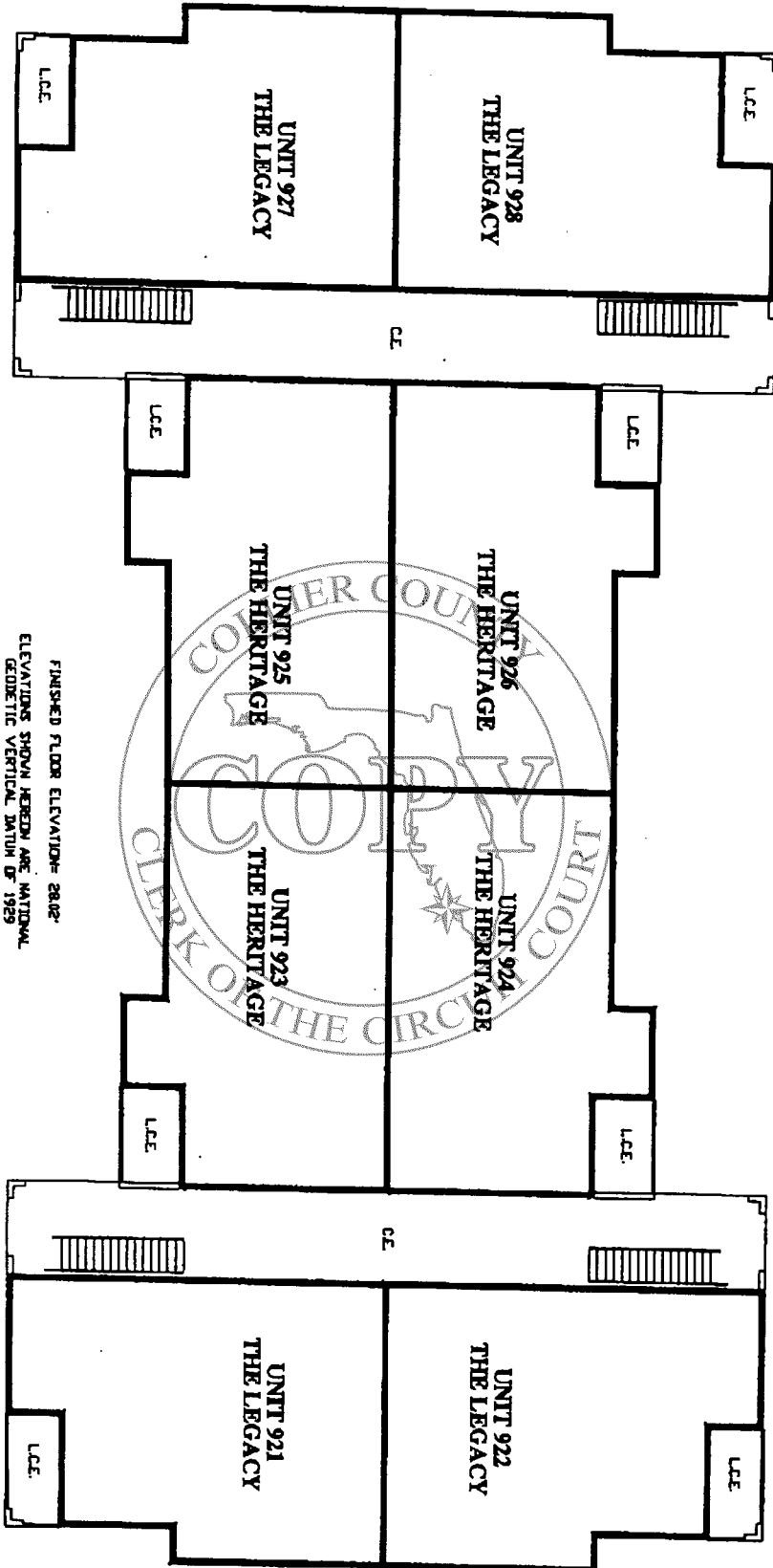
04/25/03

FAIRWAY PRESERVE AT OLD CYPRESS, A CONDOMINIUM

LEGEND:

C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS

STAIRWAYS = 
UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION: 28.02'
ELEVATIONS SHOWN HEREIN ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929

0 10 20 30 40
SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S. #4760, L.B. #8753

BBL SURVEYORS & MAPPERS INC.

1502-A RAIL HEAD BLVD.

NAPLES, FLORIDA 34110 (239) 597-1315

04/23/05

NOTES:

THE FOLLOWING AREAS ARE (C.E.) COMMON ELEMENT: STAIRWAYS.

ARCHITECTURAL DESIGN PROVIDED BY: LARS V. YOUNG, D.C.

DECISIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAME: 07/13/05

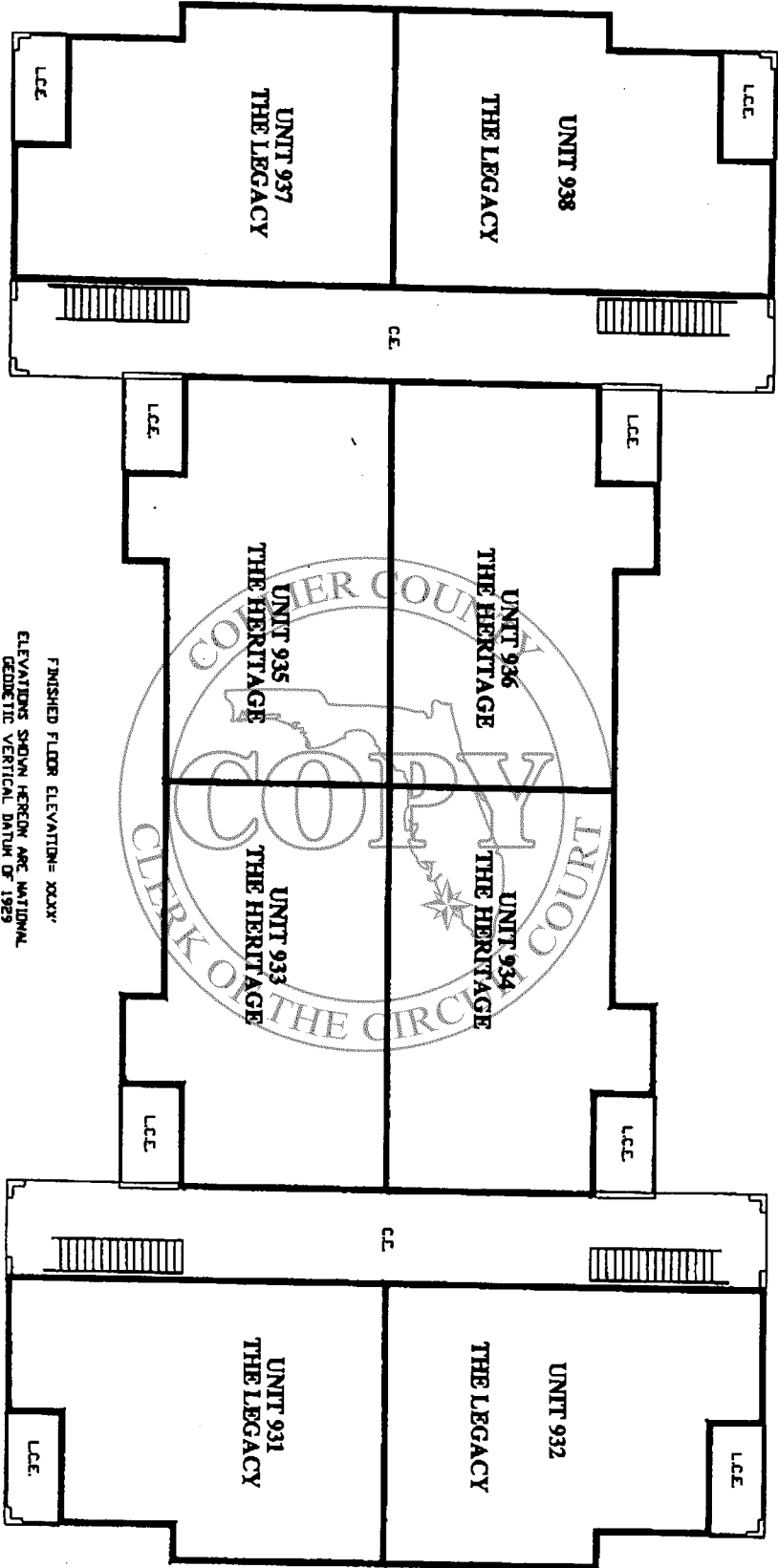
REVISED BLDG & UNIT NAMES: 05/16/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

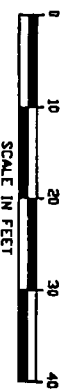
LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON
LE = LICENSED SURVEYOR
LBS = LICENSED BUSINESS

STAIRWAYS = 
UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION= XX.XX'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:

BRETT A. BISHOP L.S.#4760, L.B.#0753
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

04/23/05

NOTES:

THE FOLLOWING AREAS ARE (CE) COMMON ELEMENT STAIRWAYS.

ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.

DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAMES 07/15/05

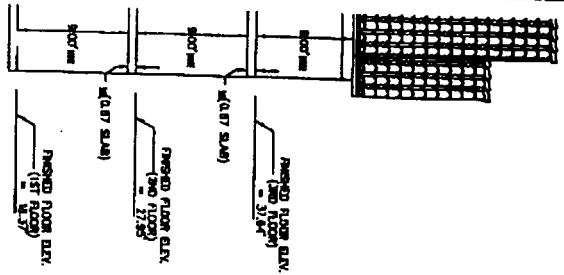
REVISED BLDG & UNIT NAMES 05/16/05

THIRD FLOOR PLAN BUILDING 9 (CYPRESS POINT)

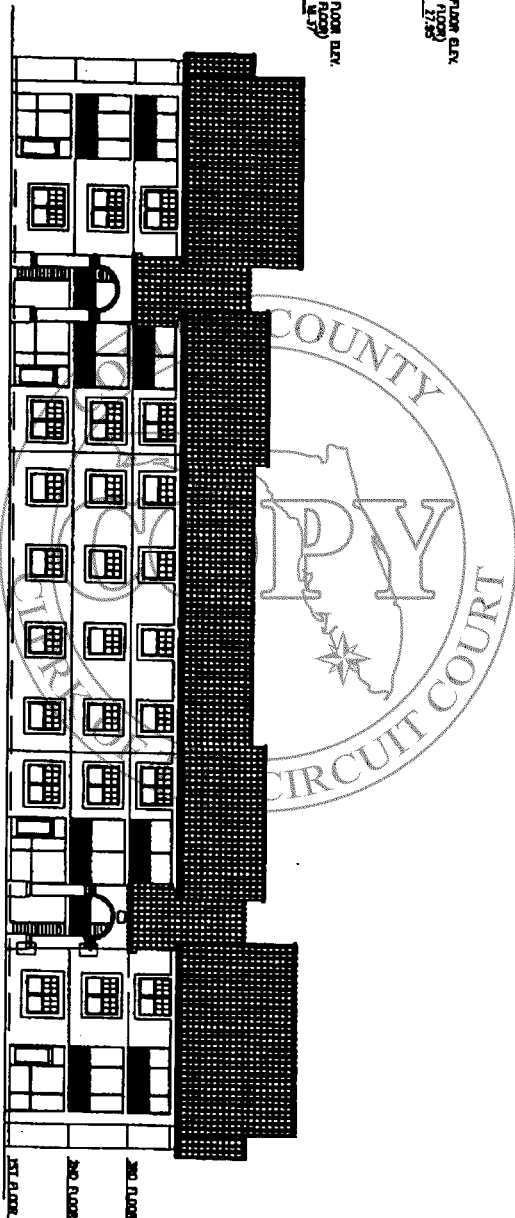
FAIRWAY PRESERVE AT OLD CYPRESS, A CONDOMINIUM

SCALE IN FEET
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

LEGEND:
L.S. - LINED SURVEY
L.B. - LINED BOUNDARY
ELEV. - ELEVATION



VERTICAL UNIT LIMITS DETAIL NOT TO SCALE



ELEVATIONS SHOWN HEREON
ARE BASED ON THE
VERTICAL DATUM OF 1989
ALL ELEVATIONS SHOWN
HEREON ARE BASED ON
UNITED STATES DATUM

NOTES:
ARCHITECTURAL DESIGN PROVIDED BY LANS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
ALL DIMENSIONS PROVIDED BY STRUCTURAL PLANS.
NO SHOP CEILING & CATHEDRAL CEILING HAVE NOT BEEN SHOWN
OF ANY, REFER TO DECLARATION OF CONDOMINIUM FOR A DESCRIPTION
OF VERTICAL UNIT DIMENSIONS.
REVISED 08/01/05
REVISED 08/01/05

FRONT ELEVATION BUILDING 10 (STANDREWS)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S. & L.B., P.E.
BLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 587-1315
04/23/05

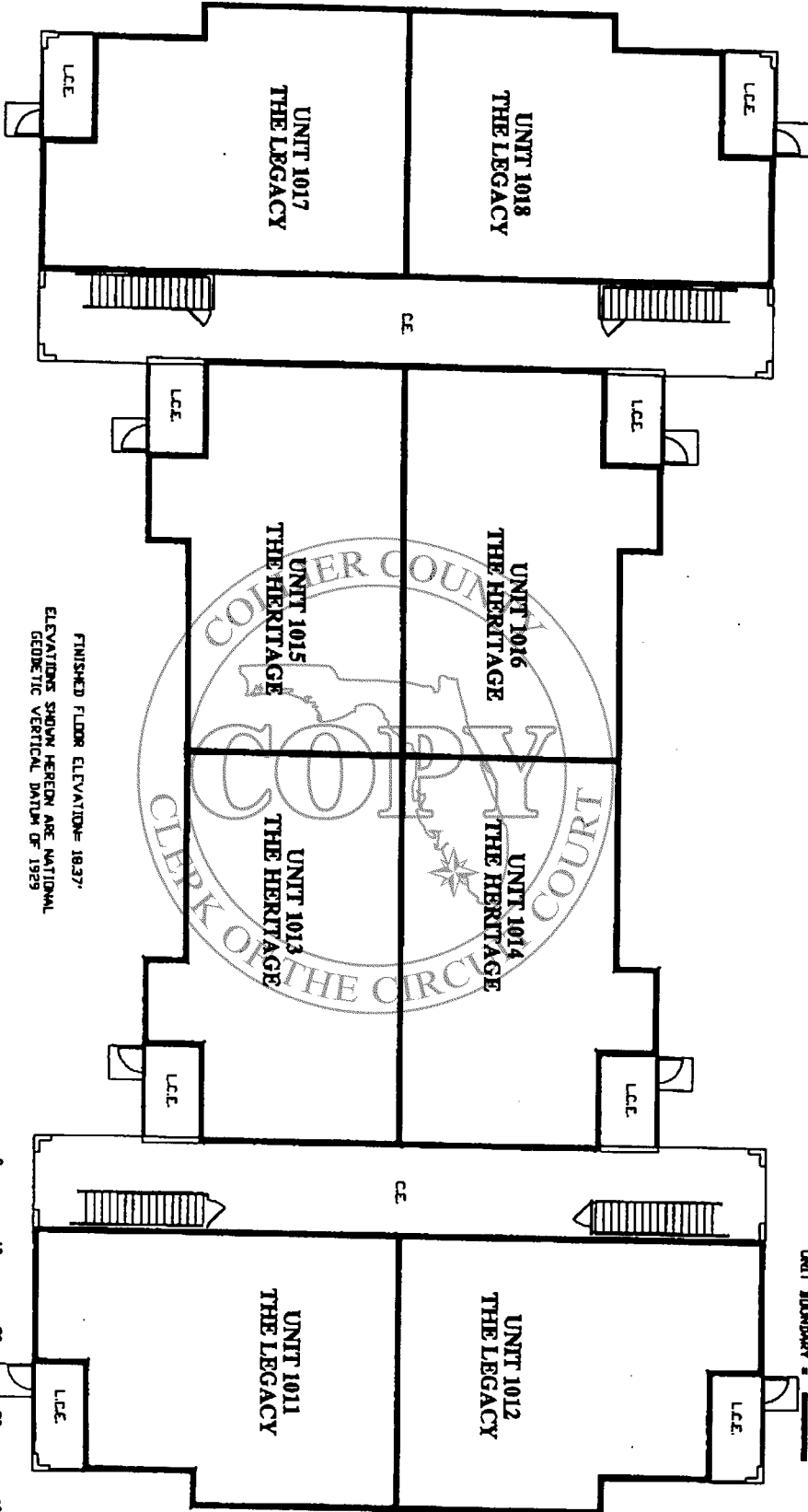
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON
L.E. = ELEMENT
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS

STAIRWAYS =

UNIT BOUNDARY =



FINISHED FLOOR ELEVATION: 10.37'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:

BRETT A. BISHOP, L.S. #4780, L.B. #0753

BBL SURVEYORS & MAPPERS INC.

1502-A RAIL HEAD BLVD.

NAPLES, FLORIDA 34110 (239) 597-1315

04/23/05

NOTES:

THE FOLLOWING ARE (CE) COMMON ELEMENT STAIRWAYS.

ARCHITECTURAL DESIGN PROVIDED BY: LARS V. YOUNG, INC.

DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED COMMON WALLS 07/15/05

REVISED BUILD & UNIT WALLS 02/16/05

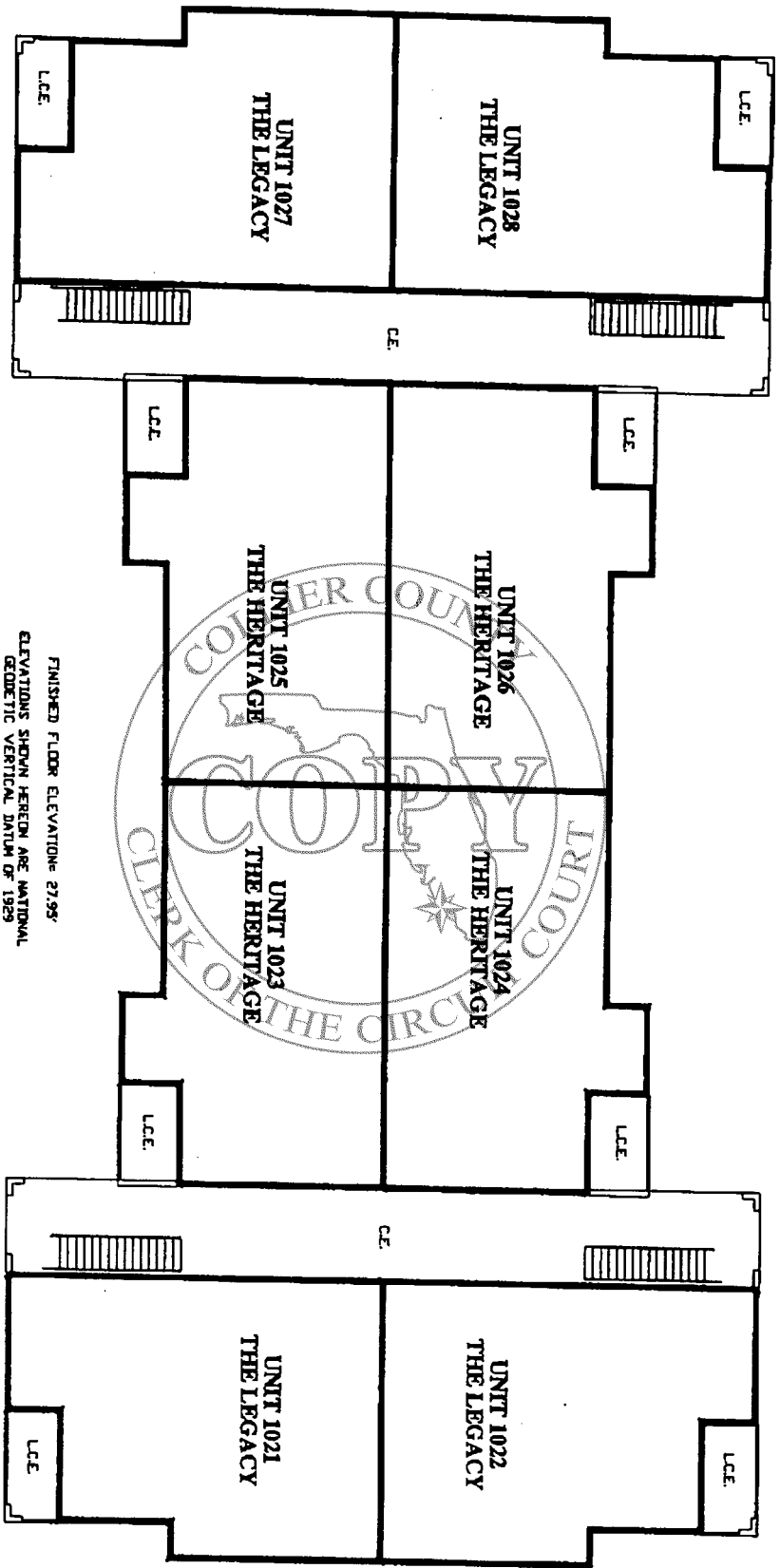
FIRST FLOOR PLAN BUILDING 10 (STANDREWS)

FAIRWAY PRESERVE AT OLD CYPRESS, A CONDOMINIUM

LEGEND:

C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
L.S. = LICENSED SURVEYOR
L.B.S. = LICENSED BUSINESS

STAIRWAYS = 
UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION: 27.95'
ELEVATIONS SHOWN HEREIN ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:

BRETT A. BISHOP, L.S. #4760, L.B. #8753
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
04/25/05

NOTES:

THE FOLLOWING AREAS ARE C.E. COMMON ELEMENT: STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAME: 07/15/05
REVISED BLDG & UNIT NAMES: 03/16/05

SECOND FLOOR PLAN BUILDING 10 (STANDREWS)

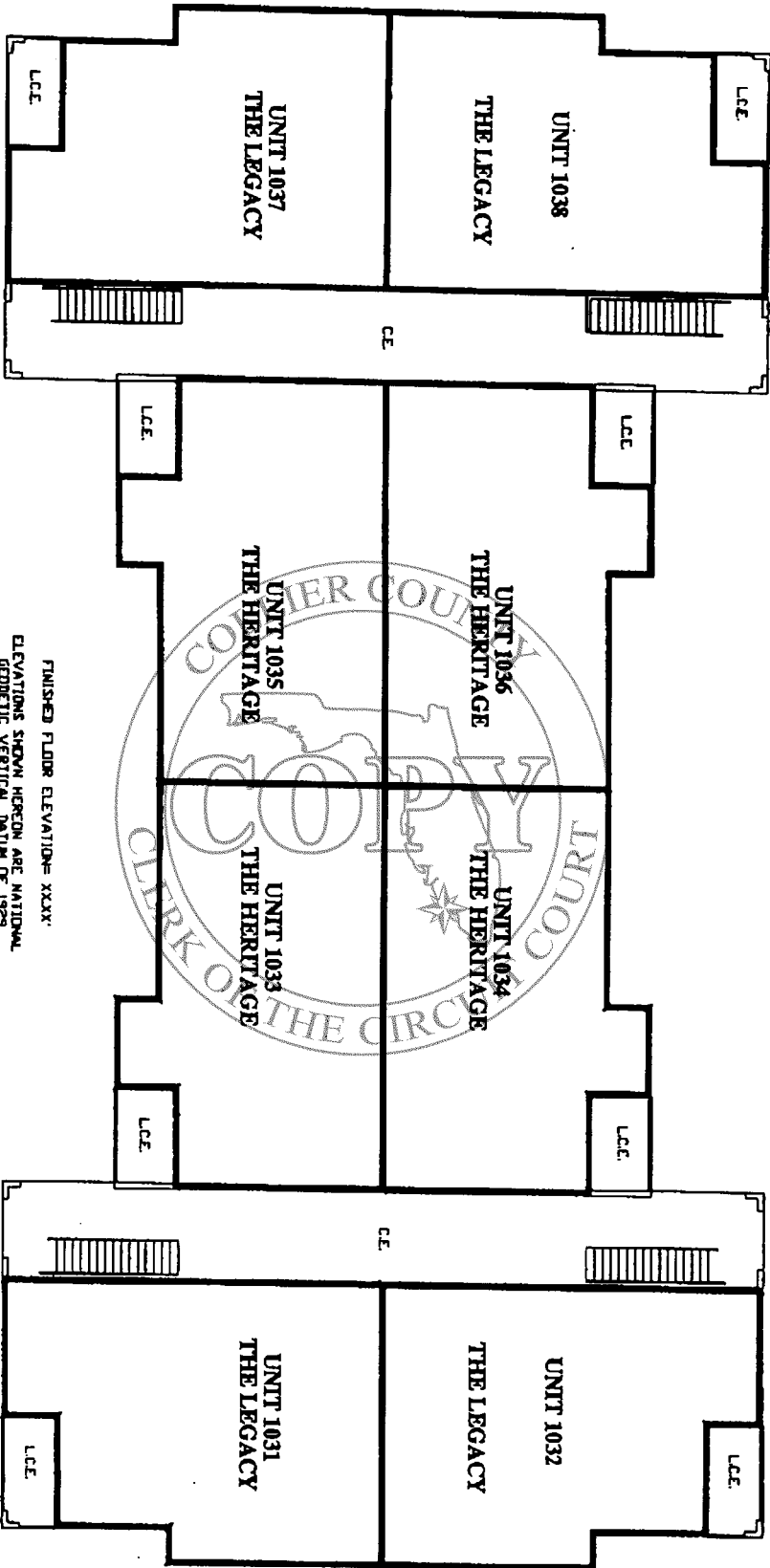
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

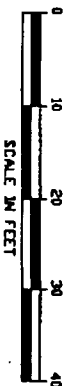
CE = COMMON ELEMENT
LCE = LIMITED COMMON
LSE = LICENSED SURVEYOR
LBS = LICENSED BUSINESS

STAIRWAYS =

UNIT BOUNDARY =



FINISHED FLOOR ELEVATION= XXXX.
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:

BRETT A. BISHOP L.S.#4780, L.B. #0753

BBS SURVEYORS & MAPPERS INC.

1502-A RAIL HEAD BLVD.

NAPLES, FLORIDA 34110 (239) 597-1315

04/25/05

NOTES:

THE FOLLOWING AREAS ARE (CE) COMMON ELEMENT STAIRWAYS

ARCHITECTURAL DESIGN PROVIDED BY LANS V. YOUNG, INC.

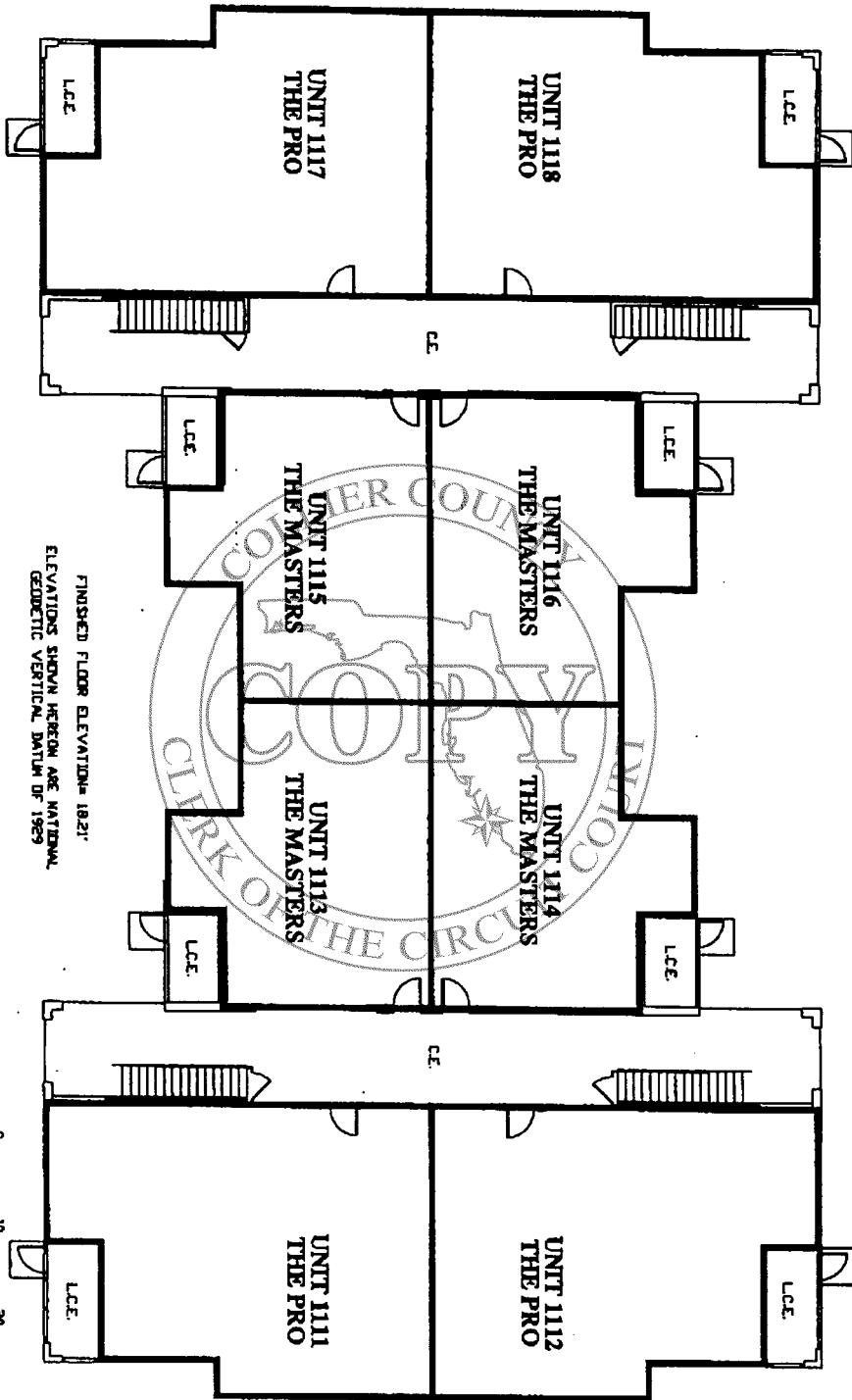
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE

REVISED CONDO NAMES 07/15/05

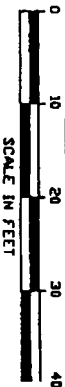
REVISED BLDG & UNIT NAMES 05/16/05

THIRD FLOOR PLAN BUILDING 10 (STANDREWS)

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM



FINISHED FLOOR ELEVATION- 18.21'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1989



FIRST FLOOR PLAN BUILDING 11 (TYPE A)

NOTES:
THE FOLLOWING AREAS ARE (C.E.) COMMON ELEMENT STAIRWAYS.
ARCHITECTURAL DESIGN PROVIDED BY LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
REVISED CONDO NAME 07/15/05
REVISED BLDG. & UNIT NAME 05/16/05

BLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

LEGEND:
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS

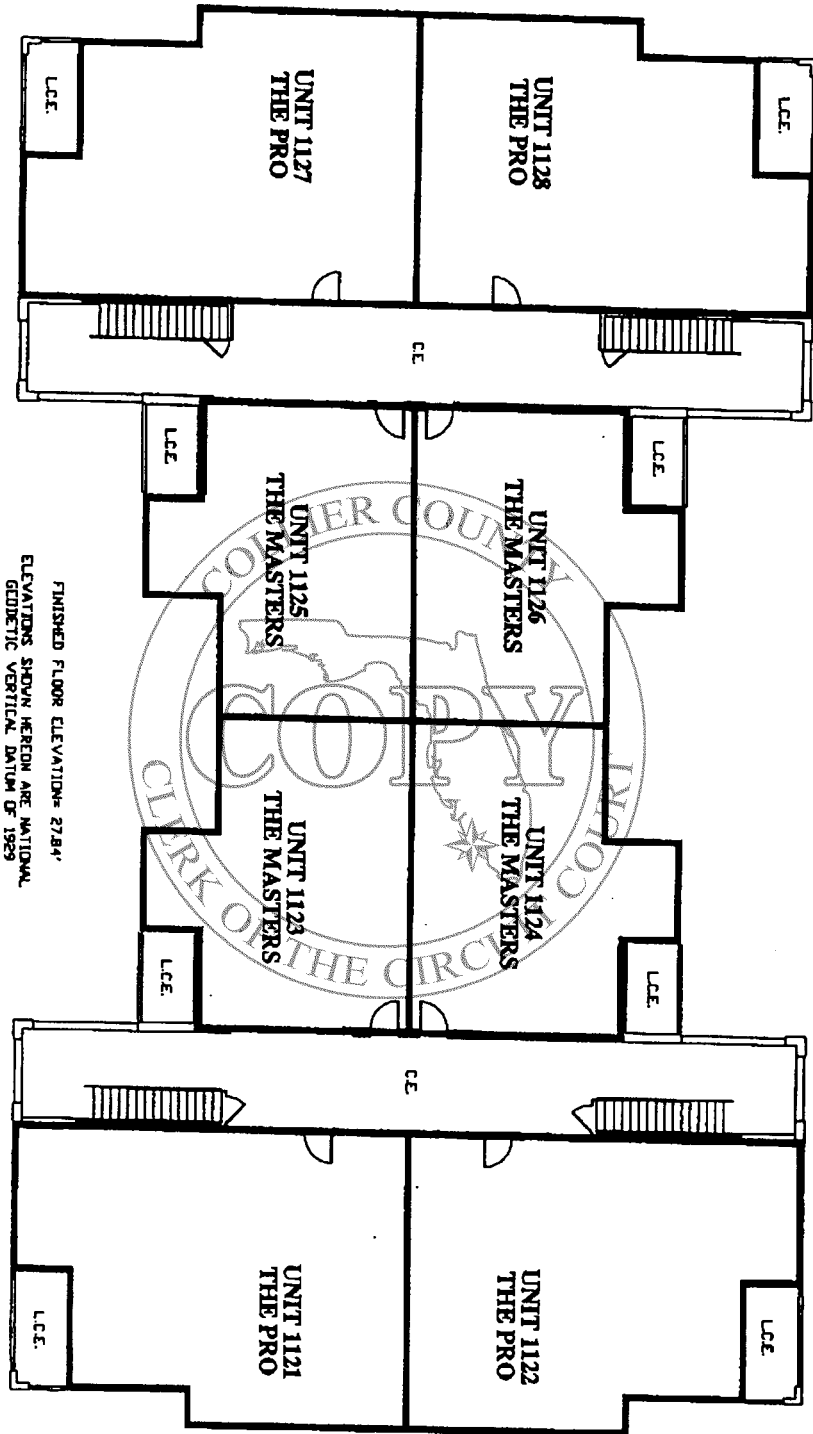
STAIRWAYS = UNIT BOUNDARY =

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON
LS = LICENSED SURVEYOR
LB = LICENSED BUSINESS

STAIRWAYS = 
UNIT BOUNDARY = 



FINISHED FLOOR ELEVATION= 27.84'
ELEVATIONS SHOWN HEREON ARE NATIONAL
GEODETIC VERTICAL DATUM OF 1929



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

NOTES:

THE FOLLOWING AREAS ARE (CE) COMMON ELEMENT STAIRWAYS.
ARCHITECTURAL DESIGN PROVIDED BY LARS V. TONG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAME 07/15/03
REVISED B.B.G. & UNIT NAME 02/16/05

SECOND FLOOR PLAN BUILDING 11 (PEBBLE BEACH)

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4750, L.B. #6753
BBS SURVEYORS & MAPPERS INC.
1502-A HAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

04/23/05

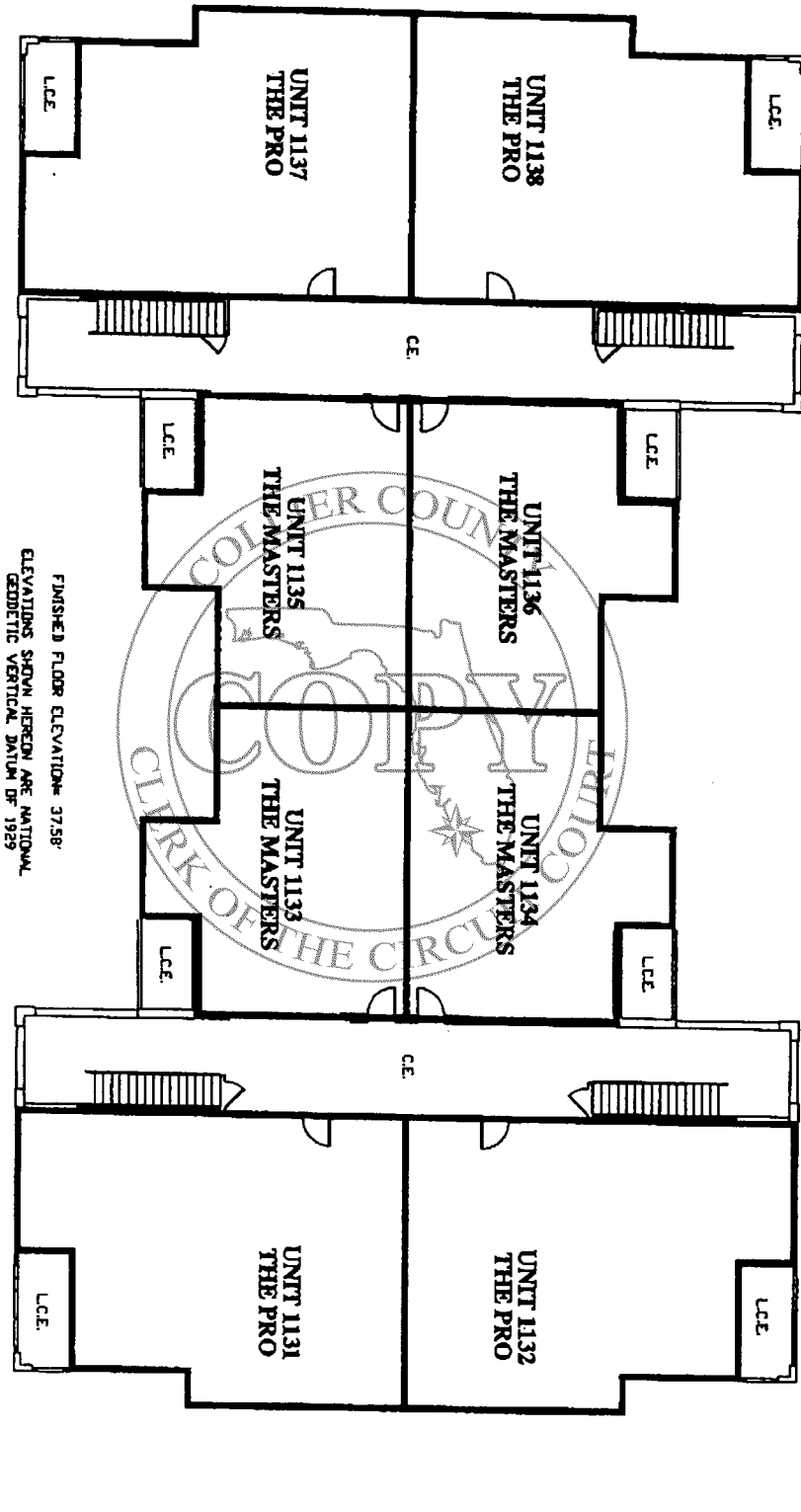
THIRD FLOOR PLAN

BUILDING 11 (PEBBLE BEACH)

**BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315**

NOTES:
THE FOLLOWING AREAS ARE (C) COMMON ELEMENT, STAIRWAYS,
ARCHITECTURAL DESIGN PROVIDED BY LARS V YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
REVISED CADD NAME 07/15/05
REVISED DWG & LIMIT NAME 05/06/05

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4760, L.B. #0753
S SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
EES, FLORIDA 34110 (239) 597-1-1



UNIT BOUNDARY =

STAIRWAYS =

COMMON ELEMENT
UNITED COMMON
ELEMENT
LEDGED SURVEYOR
LEDGED BUSINESS

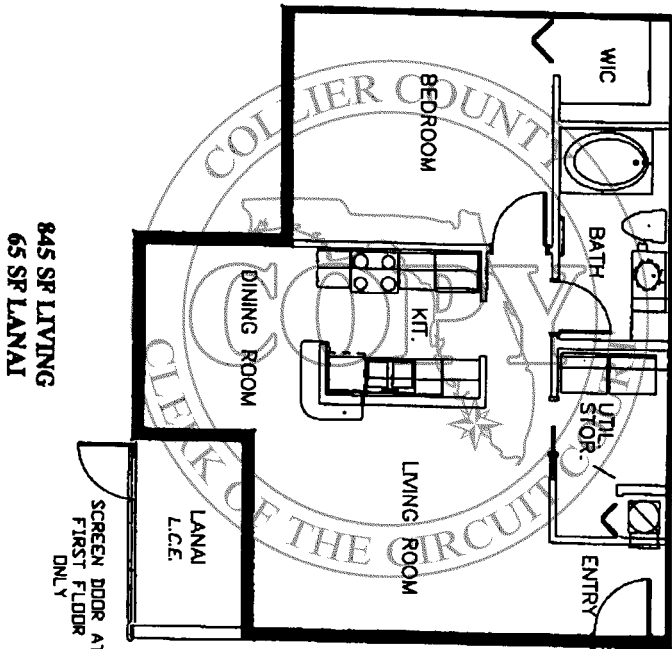
C.E. =
L.C. =
L.S. =
L.B. =

LEGEND

Z:\projects\2009\0523 fairway preserve\dwg\condo docs\3RD FLOOR PLAN BLDG TYPE Adwg 07/13/2005 10:26:00 AM CDT

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND	
L.C.E.	LIMITED COMMON ELEMENT
SF	SQUARE FEET
L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
WIC	WALK IN CLOSET
KIT.	KITCHEN
UTIL./STOR.	UTILITY / STORAGE ROOM
	UNIT BOUNDARY

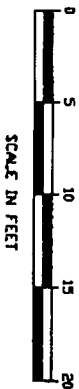


NOTES:

ARCHITECTURAL DESIGN AND SF PROVIDED BY: LMS V YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAME 07/15/05
REVISED UNIT NAME 05/16/05

"THE HERITAGE"
BUILDINGS: 5, 9, 10



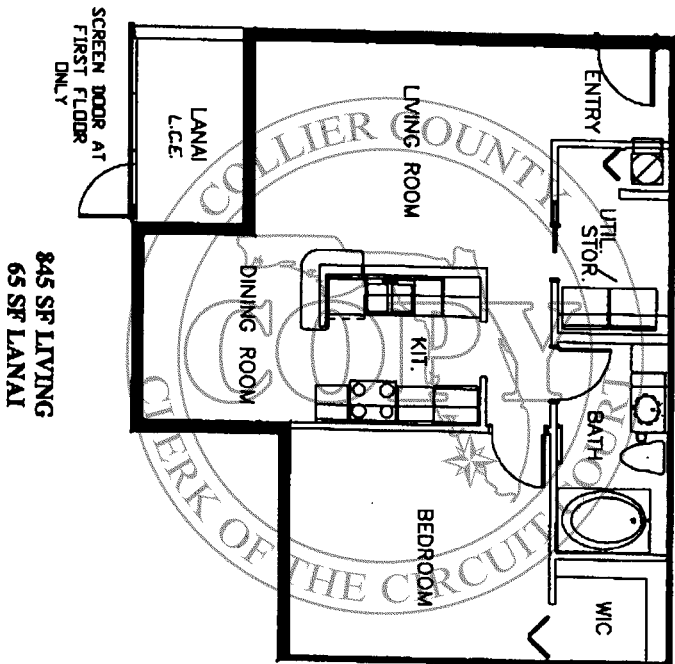
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S. #4760, L.B. #6753
BBL SURVEYORS & MAPPERS INC.
1502-A HAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 587-1315

04/25/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND	
L.C.E.	UNITED COMMON ELEMENT
SF	SQUARE FEET
L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
WIC	WALK IN CLOSET
KIT.	KITCHEN
UTL./STOR.	UTILITY / STORAGE ROOM
UNIT BOUNDARY	UNIT BOUNDARY



THIS EXHIBIT MAY HAVE BEEN REDUCED OR ENLARGED

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S. #4780, L.B. #6733

BBL'S SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 587-1315

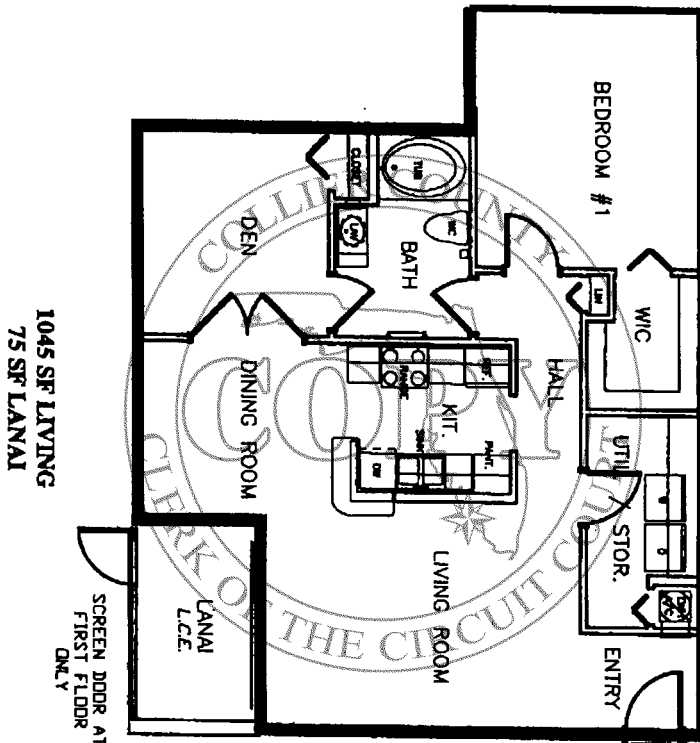
REVIEWED CONDO NAME 07/13/05
REVISED UNIT NAME 05/16/05

"THE HERITAGE" REVERSED
BUILDINGS: 5, 9, 10

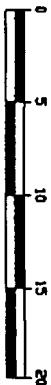
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND

L.C.E. UNITED COMMON ELEMENT
SF SQUARE FEET
L.S. LICENSED SURVEYOR
L.B. LICENSED BUSINESS
WIC WALK IN CLOSET
KIT. KITCHEN
UTIL./STOR. UTILITY / STORAGE ROOM
UNIT BOUNDARY



1045 SF LIVING
75 SF LANAI



SCALE IN FEET
THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

"THE HONORS"
BUILDINGS: 1, 4, 6, 7

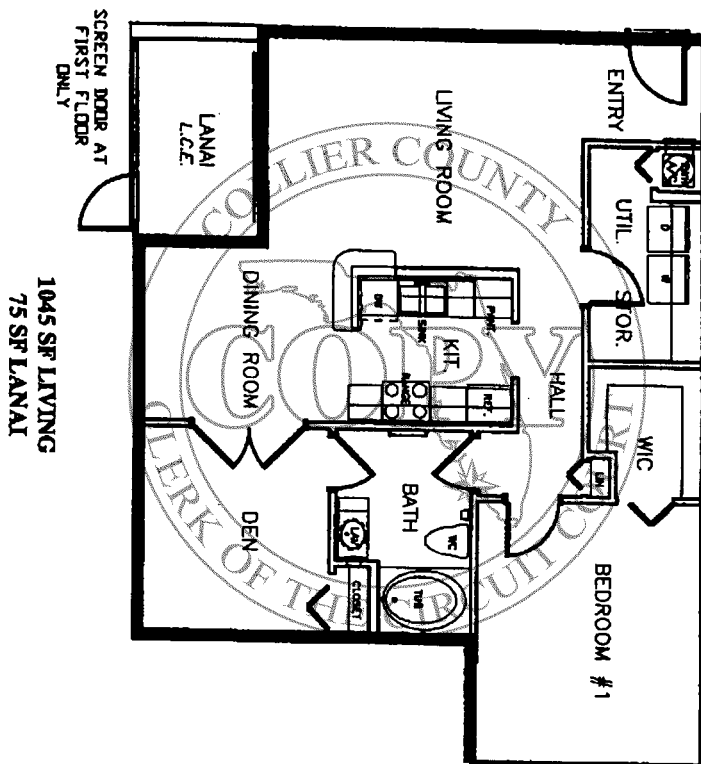
THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S. #4760, L.B. #8733
BLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

REVISED: CONDO NAME 07/15/05
REVISED UNIT NAME 05/16/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND

L.C.E. LIMITED COMMON ELEMENT
SF SQUARE FEET
L.S. LICENSED SURVEYOR
L.B. LICENSED BUSINESS
W.C. WALK IN CLOSET
KIT. KITCHEN
UTIL./STOR. UTILITY / STORAGE ROOM
UNIT BOUNDARY



1045 SF LIVING
75 SF LANAI



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S. #4780, L.B. #6733
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

"THE HONORS" REVERSED
BUILDINGS: 1, 4, 6, 7

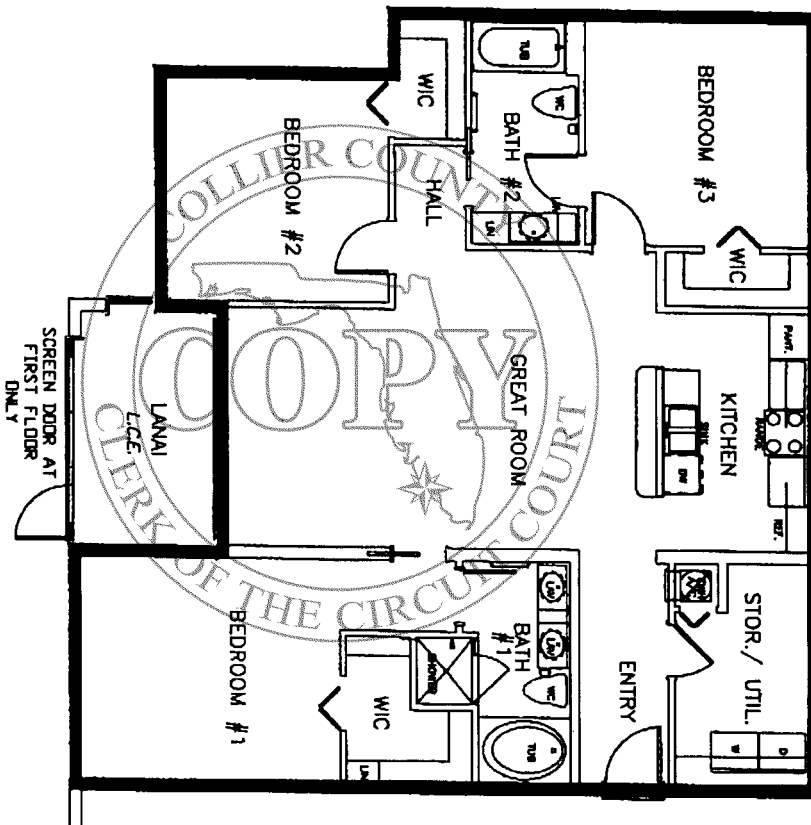
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ARCHITECTURAL DESIGN AND SF PROVIDED BY LANS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAME 07/15/05
REVISED UNIT NAME 06/16/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND

L.C.E.	UNITED COMMON ELEMENT
SF	SQUARE FEET
L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
WIC	WALK IN CLOSET
KIT.	KITCHEN
UTIL./STOR.	UTILITY / STORAGE ROOM
UNIT BOUNDARY	UNIT BOUNDARY



1500 SF LIVING
105 SF LANAI



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

**"THE LEGACY" REVERSED
BUILDINGS: 1, 4, 5, 6, 7, 9, 10**

BBL'S SURVEYORS & MAPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

THIS INSTRUMENT PREPARED BY:

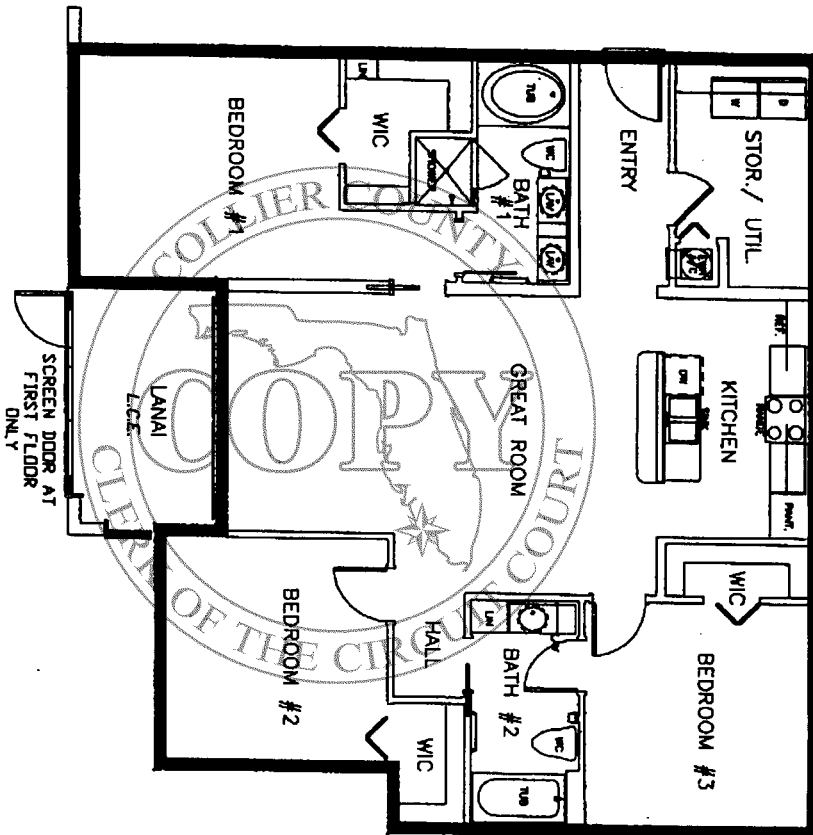
BRETT A. BISHOP L.S. #4760, L.B. #6753

REVISED CONDO NAME 07/15/05
REVISED UNIT NAME 05/16/05

NOTES:
ARCHITECTURAL DESIGN AND SF PROVIDED BY: LACS V YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND	
L.C.E.	LIMITED COMMON ELEMENT
SF	SQUARE FEET
L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
WIC	WALK IN CLOSET
KIT.	KITCHEN
UTIL./STOR.	UTILITY / STORAGE ROOM
UNIT BOUNDARY	UNIT BOUNDARY



1500 SF LIVING
105 SF LANAI



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

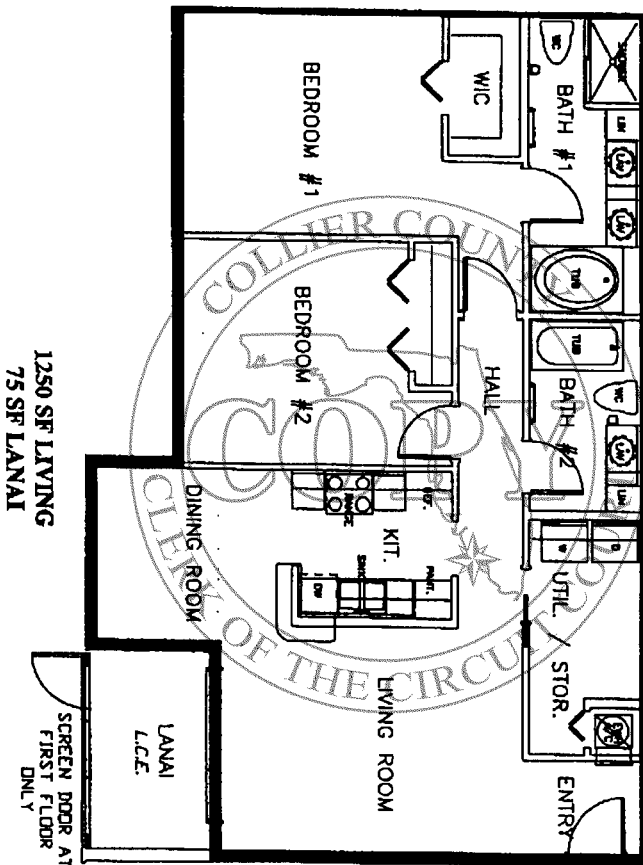
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BRETT A. BISHOP L.S. #4760, L.B. #0753
BBL SURVEYORS & MAPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

"THE LEGACY"
BUILDINGS: 1, 4, 5, 6, 7, 9, 10

NOTES:
ARCHITECTURAL DESIGN AND SF PROVIDED BY LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.
REVISED CDDO NAME: 07/15/05
REVISED UNIT NAME: 05/16/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

- LEGEND**
- L.C.E. LIMITED COMMON ELEMENT
 - SF. SQUARE FEET
 - L.S. LICENSED SURVEYOR
 - L.B. LICENSED BUSINESS
 - WIC. WALK IN CLOSET
 - KIT. KITCHEN
 - UTIL./STOR. UTILITY / STORAGE ROOM
 - UNIT BOUNDARY



1250 SF LIVING
75 SF LANAI



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:
BRETT A. BRISHP L.S. #4760, L.B. #6753

BBS SURVEYORS & MAPERS INC.
1502-A PALM HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

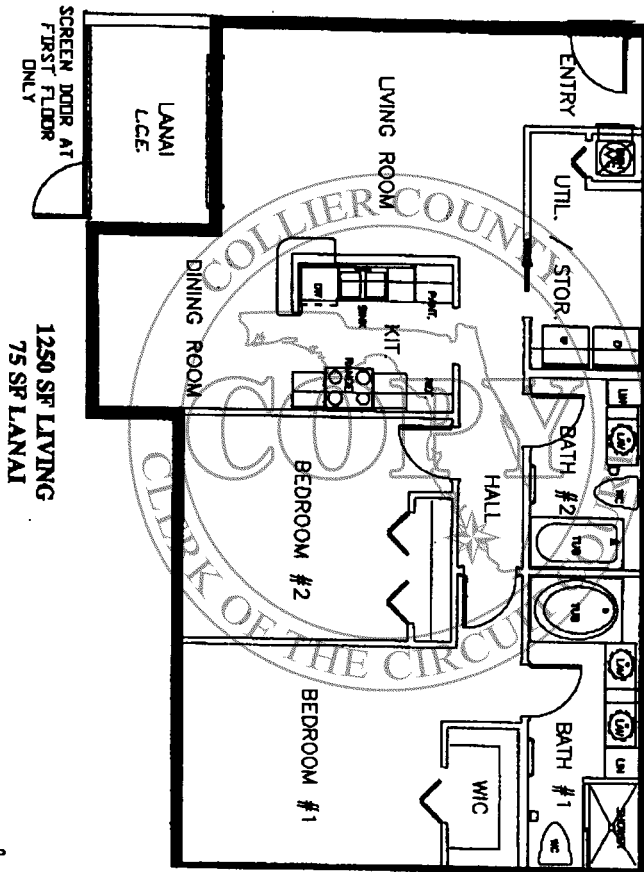
"THE MASTERS"
BUILDINGS: 2, 3, 8, 11

REVISED CONDO NAME 07/15/05
REVISED UNIT NAME 05/16/05

NOTES:
ARCHITECTURAL DESIGN AND SF PROVIDED BY: LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

- LEGEND**
- L.C.E. LIMITED COMMON ELEMENT
 - SF SQUARE FEET
 - L.S. LICENSED SURVEYOR
 - L.B. LICENSED BUSINESS
 - WIC WALK IN CLOSET
 - KIT. KITCHEN
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BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

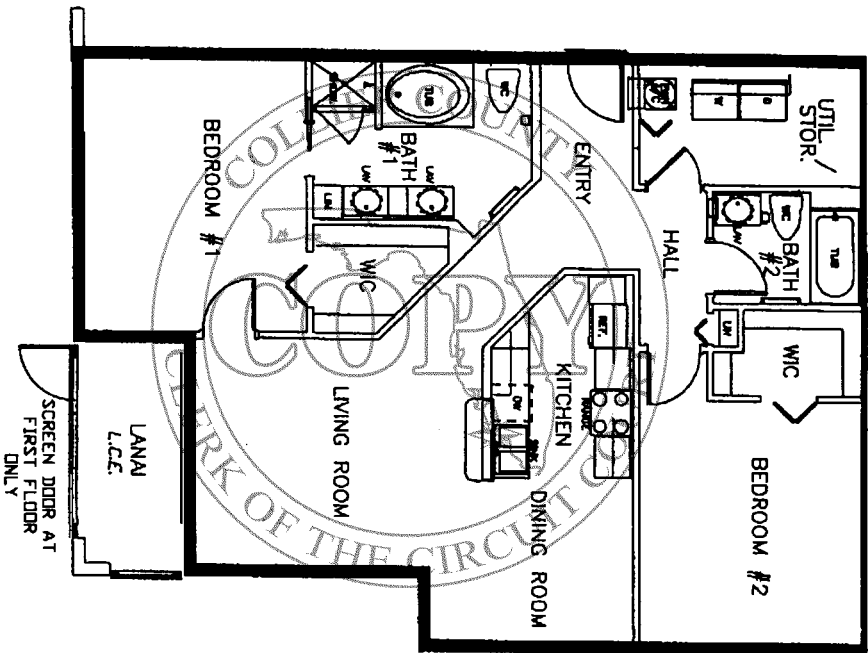
"THE MASTERS" REVERSED
BUILDINGS: 2, 3, 8, 11

NOTES:
ARCHITECTURAL DESIGN AND SF PROVIDED BY: LARS V. YOUNG, INC.
DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

REVISED CONDO NAME: 07/15/05
REVISED UNIT NAME: 05/16/05

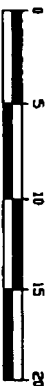
FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND	
L.C.E.	LIMITED COMMON ELEMENT
SF	SQUARE FEET
L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
VIC	WALK IN CLOSET
KIT.	KITCHEN
UTIL./STOR.	UTILITY / STORAGE ROOM
	UNIT BOUNDARY



1215 SF LIVING
75 SF LANAI

"THE PRO"
BUILDINGS: 2, 3, 8, 11



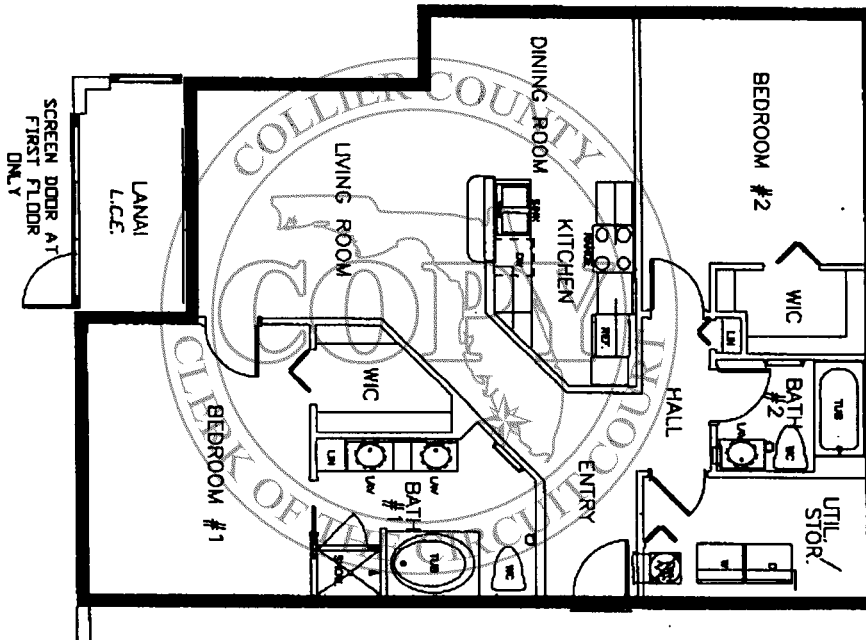
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BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

REVISED CONDO NAME 07/15/05
REVISED UNIT NAME 05/16/05

FAIRWAY PRESERVE AT OLDE CYPRESS, A CONDOMINIUM

LEGEND	
L.C.E.	LIMITED COMMON ELEMENT
SF	SQUARE FEET
L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
WIC	WALK IN CLOSET
KIT.	KITCHEN
UTIL./STOR.	UTILITY / STORAGE ROOM
UNIT BOUNDARY	UNIT BOUNDARY



1215 SF LIVING
75 SF LANAI

"THE PRO" REVERSED
BUILDINGS: 2, 3, 8, 11



THIS EXHIBIT MAY HAVE BEEN REDUCED
OR ENLARGED

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S. #4780, L.B. #0753
BLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

REVISED CONDO NAME 07/15/05
REVISED UNIT NAME 05/16/05

EXHIBIT "C"

**ARTICLES OF INCORPORATION
OF
FAIRWAY PRESERVE AT OLDE CYPRESS CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Section 617.0202, Florida Statutes, these Articles of Incorporation are created by Frank P. Potestio, Jr., of 7995-B Preserve Circle, Naples, Florida 34119, as sole incorporator, for the purposes set forth below.

ARTICLE I

NAME AND ADDRESS: The name of the corporation, hereinafter referred to as the "Association", is FAIRWAY PRESERVE AT OLDE CYPRESS CONDOMINIUM ASSOCIATION, INC. The initial principal office and mailing address of the corporation is 7995 Preserve Circle, Naples, Florida 34119.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (Chapter 718, Florida Statutes) for the operation of Fairway Preserve at Olde Cypress, a Condominium ("Condominium"), located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles, the Declaration of Condominium or the Florida Condominium Act, as they may hereafter be amended, including without limitation, the following:

- A. To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.
- B. To protect, maintain, repair, replace and operate the Condominium property.
- C. To purchase insurance upon the Condominium property for the protection of the Association and its members.
- D. To reconstruct improvements after casualty and to make further improvements of the property.
- E. To make, amend and enforce reasonable rules and regulations governing the use of the common elements and the association property, and the operation of the Association.
- F. To approve or disapprove the transfer of ownership, leasing and occupancy of units, as provided by the Declaration of Condominium.
- G. To enforce the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, and the Bylaws and any Rules and Regulations of the Association.
- H. To contract for the management and maintenance of the Condominium and the Condominium

property, and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required by the law or by the Condominium documents to be exercised by the Board of Directors or the membership of the Association.

- I. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- J. To enter into agreements, or acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities. It has the aforementioned powers, whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners.
- K. To borrow money without limit as to amount if necessary to perform its other functions hereunder.
- L. To participate in mergers or consolidations with other condominium(s), or their associations.

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

ARTICLE III

MEMBERSHIP:

- A. The members of the Association shall consist of all record owners of legal title to one or more units in the Condominium, as further provided in the Bylaws.
- B. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his or her unit.
- C. The owners of each unit, collectively, shall be entitled to one (1) vote in Association matters, as further set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

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

ARTICLE VI

DIRECTORS AND OFFICERS:

- A. The affairs of the Association will be administered by a Board of Directors consisting of the

number of Directors determined by the Bylaws, but not less than three (3) Directors. In the absence of a Bylaw provision to the contrary, the Board shall consist of three (3) Directors.

- B. Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- C. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board.

ARTICLE VII

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

- A. Prior to the recording of the Declaration of Condominium of Fairway Preserve at Olde Cypress, a condominium in the Public Records, these Articles may be amended by an instrument in writing signed by the President or Vice President and the Secretary or an Assistant Secretary and filed with the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Articles or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board of Directors. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendments, and shall be an exhibit to the Declaration of Condominium upon the recording of such Declaration. This Article VII is intended to comply with Chapter 617, Florida Statutes.
- B. After the recording of the Declaration of Condominium of Fairway Preserve at Olde Cypress, a condominium, in the Public Records of Collier County, these Articles may be amended in the following manner:
 - 1. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition of the owners of one-fourth (1/4) of the units by instrument, in writing, signed by them.
 - 2. Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
 - 3. Vote Required. Except as otherwise required by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains the full text of the proposed amendment.
 - 4. Effective Date. An amendment shall become effective upon filing with the Secretary

of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE VIII

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be at:

c/o Conroy, Conroy & Durant, P.A.
2210 Vanderbilt Beach Road, Suite 1201
Naples, Florida 34109

The initial registered agent at said address shall be:

J. Thomas Conroy, III

ARTICLE IX

INDEMNIFICATION:

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

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- B. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- C. A transaction from which the Director or officer derived an improper personal benefit.

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

The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, without limitation, Developer.

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WHEREFORE the incorporator has caused these presents to be executed this 15th day of JULY, 2005.

By: [Signature]
Name: Frank P. Potestio, Jr.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of JULY, 2005, by Frank P. Potestio, Jr., who (☒) is personally known to me or who (☐) has produced _____ as identification.

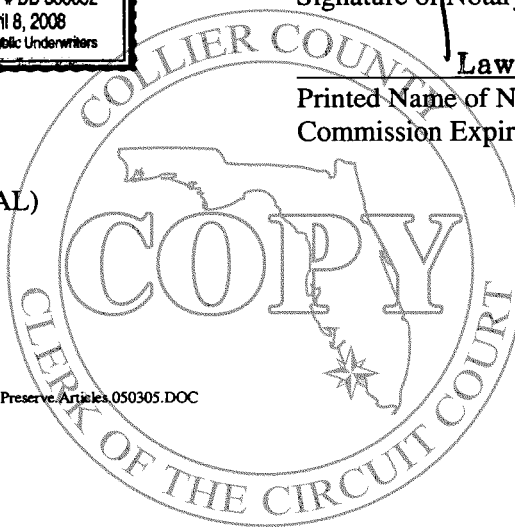


[Signature]
Signature of Notary Public

Lawrence C.E. Garcia

Printed Name of Notary Public
Commission Expires:

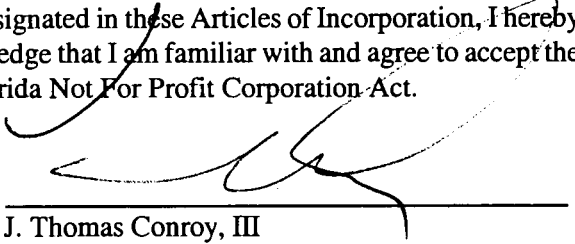
(NOTARY SEAL)



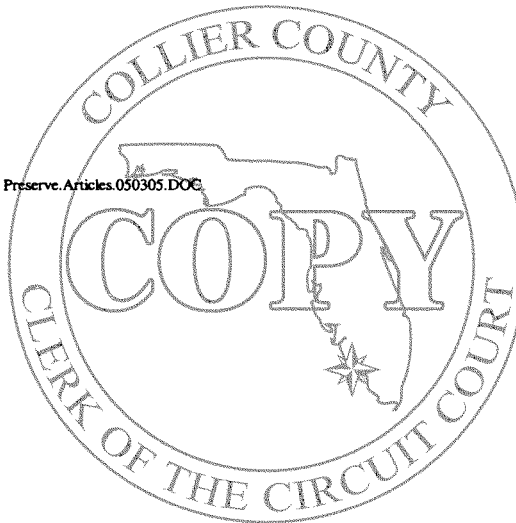
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ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for FAIRWAY PRESERVE AT OLDE CYPRESS CONDOMINIUM ASSOCIATION, INC., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and acknowledge that I am familiar with and agree to accept the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.


J. Thomas Conroy, III

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**BYLAWS
OF
FAIRWAY PRESERVE AT OLDE CYPRESS CONDOMINIUM ASSOCIATION, INC.**

1. GENERAL. These are the Bylaws of Fairway Preserve at Olde Cypress Condominium Association, Inc. ("Association"), a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act.

1.1 Principal Office. The principal office of the Association shall be at the Condominium, or such other place as shall be determined from time to time by the Board of Directors.

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

1.3 Definitions. The definitions set forth in Section 4 of the Declaration of Condominium of Fairway Preserve at Olde Cypress, a Condominium ("Declaration") to which these Bylaws are attached as Exhibit "D" shall also apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. The members of the Association shall be the record owners of legal title to the units. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the latest to occur of the following events.

- A. Recording in the Public Records of a deed or other instrument evidencing legal title to the unit in the member.
- B. Approval by the Board of Directors as provided for in Section 14 of the Declaration.
- C. Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- D. Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 Voting Rights; Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by said members. The total number of possible votes ("voting interests") is two hundred sixty-four (264). The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person, his right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more natural persons, that unit's vote may be cast by any one of the record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a unit is not a natural person, the vote of that unit shall be cast by the unit's primary occupant designated as set forth in Section 14.1 of the Declaration.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be

expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall automatically terminate.

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

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The meeting shall be held by March 31st of each year, at a day, place, and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. In conjunction with the annual meeting, all ballots cast in the annual election of Directors shall be counted and results announced.

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

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice may be mailed to each member at the address last furnished to the Association by the unit owner, or hand delivered to each unit owner. The member is responsible for informing the Association of any change of address. The notice must be mailed or hand delivered at least fourteen (14) days prior to the meeting. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. Notice of any meeting may be waived in writing by any person entitled to receive such notice.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting, including an agenda, shall be posted in a conspicuous place on the condominium property or Association property for at least fourteen (14) continuous days preceding the annual meeting. The notice and agenda for the annual meeting shall also be sent by first class mail to each owner regardless of whether the second notice of election described in Section 4.3(B) below is required. The officer of the Association, or the manager, or other person providing notice of the association meeting shall provide an affidavit or United States Postal Service certificate of mailing, which shall be retained in the Association records as proof of mailing. Alternatively, notice of the annual meeting may be hand delivered if a written waiver of the right to receive the notice by mail is obtained.

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

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

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

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

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

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

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

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, the Declaration, or these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Except for the holding of the annual meeting, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written ballots or other instruments indicating approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or majority of the total votes of the entire membership, whichever is greater, unless a lesser vote is sufficient by law. If the requisite number of written expressions of approval are received by the Secretary within thirty (30) days after mailing notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if the action had been approved by the vote of the members at a members meeting held on the date of the Board meeting. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership, as provided in Section 3.2 of these Bylaws. If the vote is taken by the method described in this Section, the list of unit owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

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

4.1 Number and Terms of Service. While the Developer is in control of the Association, the number of Directors which shall constitute the whole Board of Directors shall be three (3). A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in 4.4 below.

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

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

- A. First Notice; Candidates. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery (including regularly published newsletters), to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for Director shall give written notice to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Candidates may also be nominated by any other method permitted by law.
- B. Second Notice; Candidate Information Sheets. If the number of candidates exceeds the number of vacant Director seats, the Association shall mail or deliver to all unit owners entitled to vote therein, together with the written notice and agenda of the annual meeting complying with the provisions of Section 3.3 of these Bylaws, a second notice of the election, and a ballot listing all qualified candidates. Upon timely request of a candidate, the Association shall include an information sheet (no

larger than 8-1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election) with the ballot mailing. The costs of mailing or delivery and copying shall be borne by the Association. The Association is not liable for the contents of the information sheets prepared and furnished by the candidates.

- C. Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. No unit owner shall permit any other person to vote his or her ballot, and any such ballot shall be deemed invalid, provided any unit owner who violates this provision may be fined by the Association in accordance with the governing provisions of the Condominium Act. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method allowed by law.

Notwithstanding the provisions of Section 3-7 or this Section 4.3, the Association may, by the affirmative vote of a majority of the voting interests, provide for different voting and election procedures by amendment to these Bylaws, which vote may be by limited proxy specifically delineating the different voting and election procedures.

4.4 Vacancies on the Board. Except for Directors appointed by Developer, if the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- A. If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, or if applicable, the sole remaining Director, shall appoint a successor who shall hold office for the remaining unexpired term.
- B. If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled as provided by law.

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

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be

held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the meeting in conjunction with which they were elected.

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

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

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

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means is equivalent to presence in person. Directors may not vote or participate by proxy or secret ballot at Board meetings, except that officers may be elected by secret ballot.

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

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

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

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

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Meeting of a committee to take final action on behalf of the Board or to make recommendations to the Board regarding the Association budget shall be noticed and conducted in the same manner as provided in Section 4.8 above. All other committees shall not be required to comply with Section 4.8.

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

- (A) The Board may name as assistant officers persons who are Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.
- (D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.
- (E) Any officer, director or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) For purposes of this Section, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:
 - (1) a state of emergency declared by local civil or law enforcement authorities;
 - (2) a hurricane warning;
 - (3) a partial or complete evacuation order;
 - (4) federal or state "disaster area" status; or
 - (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an

earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

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

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two (2) or more offices. The Board, from time to time, may appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President. Any officer may resign at any time by giving written notice to the Association and unless otherwise specified therein, the resignation shall become effective upon receipt.

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

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

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

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

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

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

6.2 Budget; Budget Meeting. The Board of Directors shall adopt a budget of common expenses for each fiscal year. Any meeting at which a proposed annual budget of the Association will be considered by the Board shall be open to all unit owners. At least fourteen (14) days prior to such a budget meeting, the Board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the Association by the unit owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association.

If in any fiscal year, the Board adopts an annual budget which requires assessments against the unit owners which exceeds one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the unit owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of the voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the Association by the unit owner, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of the voting interests. If there is not a quorum at the special meeting, or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. Any determination whether assessments exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property. If the Developer controls the Association, assessments shall not exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year unless approved by a majority of the voting interests.

The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications and shall otherwise comply with the requirements of the Condominium Act.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include but not be limited to roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance or replacement cost, and for any other item for which the deferred maintenance or replacement cost exceeds an estimated cost of \$10,000.00. The amount to be reserved for each item shall be computed by a means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the item. The Association may adjust replacement reserve assessments annually to take into account any

changes in estimates or extension of the useful life of a reserve item due to deferred maintenance. These reserves shall be fully funded unless the members determine by a majority of the voting interests present at a duly called meeting of the Association, or in any other manner provided by law, to waive or reduce funding of reserves for any given fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 6.2 above. Reserve funds, and all interest earned on said funds, shall be used only for the purposes for which the reserve account was established and is maintained, unless their use for other purposes is approved in advance by a majority vote of the members at a duly called meeting of the Association, or in any other manner provided by law.

Prior to turnover of control of the Association by the Developer to unit owners other than the Developer, the Developer may vote to waive reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the Declaration is recorded, after which time funding of reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the unit owners is called to determine whether to waive or reduce funding of reserves and no such result is achieved, or a quorum is not attained, the reserves as included in the budget shall go into effect. After turnover of control of the Association, the Developer may vote its voting interests to waive or reduce the funding of reserves.

6.4 Operating Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one (1) or more additional reserve accounts in the operating account for contingencies, operating expenses, repairs, minor improvements or special projects. The purpose of these reserves is to offset cash flow shortages, provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

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

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

6.7 Fidelity Bonds. The President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or such greater amount determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.8 Financial Reports. Within ninety (90) days after the end of each fiscal year, the Association

shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. Each financial report shall comply with the applicable provisions of the Condominium Act.

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

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

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

8.1 Fines. The Association through its Board of Directors may levy reasonable fines against a unit for the failure of the unit owner or its occupant, licensee or invitee to comply with any provision of the Condominium Act, the condominium documents or the rules and regulations. No fine will become a lien against a unit. Fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. No fine may be levied against an unoccupied unit. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the maximum amount allowed by law. The procedure for imposing fines shall be as follows:

- (A) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:
 - (1) a statement of the date, time and place of the hearing;
 - (2) a specification of which provisions of the Declaration, Bylaws or rules which have allegedly been violated;
 - (3) a short and plain statement of the facts alleged by the Association giving rise to such violations; and
 - (4) the possible amounts of any proposed fine.
- (B) At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a committee of three (3) unit owners appointed by the Board none of whom may then

be serving as Directors. If the committee by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied.

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

8.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

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

9.1 Members' Right to Elect Board of Directors. When unit owners other than Developer own fifteen percent (15%) or more of the units in the Condominium, those owners (other than Developer) shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

- (A) Three (3) years after fifty percent (50%) of the units in the Condominium have been conveyed to purchasers; or
 - (B) Three (3) months after ninety percent (90%) of the units in the Condominium have been conveyed to purchasers; or
 - (C) When all the units in the Condominium have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business; or
 - (D) When some of the units in the Condominium have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or
 - (E) Seven (7) years after recordation of the Declaration;
- whichever occurs first.

9.2 Developer's Right to Elect Members of Board of Directors. Developer is entitled to elect at least one member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the Condominium.

9.3 Notice of Member's Meetings. Within seventy-five (75) days after the unit owners other than Developer are entitled to elect one (1) or more Directors, the Association shall call, upon not less than sixty

(60) days notice, an election in which the unit owners shall elect such Directors as the unit owners are entitled to elect. The election and the meeting in conjunction with which the election is to be held may be called and the notices given by any unit owner if the Association fails to do so. All non-developer unit owners may vote in the election of Directors. The meeting in conjunction with which unit owners other than Developer first elect a majority of the Directors is referred to as the "turnover meeting".

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

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

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

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

10.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, these Bylaws may be amended by concurrence of two-thirds (2/3) of the voting interests present in person or by proxy and voting at any annual or special meeting called for that purpose, provided that notice of any proposed amendment has been given to the members in accordance with the law. The foregoing notwithstanding, prior to assumption of control of the Association by unit owners other than Developer, these Bylaws may be amended by vote of a majority of the Directors.

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

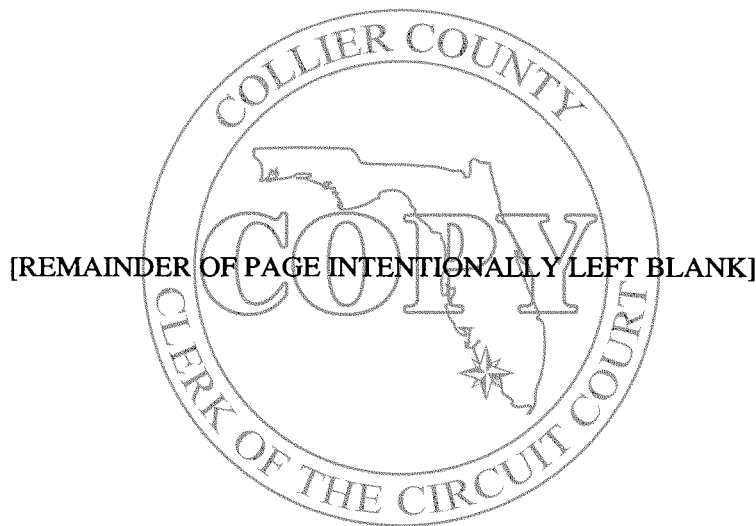
11. CERTIFICATE OF COMPLIANCE; FIRE AND LIFE SAFETY CODE. The condominium was constructed in compliance with all governing fire and life safety codes. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of such compliance.

12. MISCELLANEOUS.

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

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

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



The foregoing constitute the first Bylaws of Fairway Preserve at Olde Cypress Condominium Association, Inc., and were duly adopted at the first meeting of the Board of Directors held on the 15th day of July, 2005.

Susan Dounlele
Signature of Witness

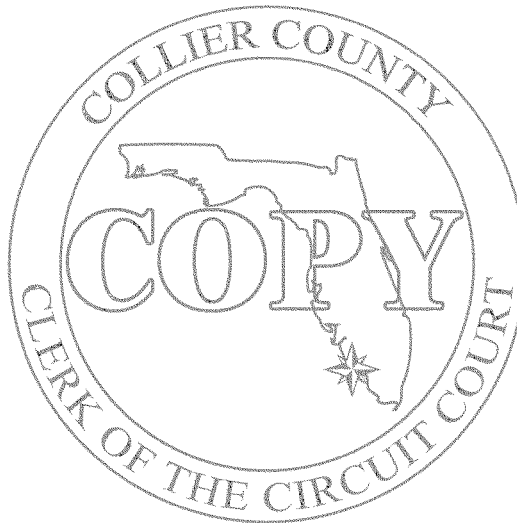
Susan Dounlele
Printed Name of Witness

[Signature]
Signature of Witness
Lawrence C.E. Garcia

Printed Name of Witness

FAIRWAY PRESERVE AT OLDE CYPRESS
CONDOMINIUM ASSOCIATION INC., a Florida
not-for-profit corporation

By: [Signature]
Name: Frank P. Potestio, Jr.
Title: President



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