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DECLARATION OF CONDOMINIUM

OF

LAGUNA ROYALE, a Condominium

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Best Image Available

DECLARATION OF CONDOMINIUM

OF

LAGUNA ROYALE, a Condominium

MADE this 5th day May, 1995, by LAGUNA DEVELOPERS, INC., a Florida corporation, hereinafter called the "Developer", for itself and its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. **THE LAND:** The Developer owns certain real property located in Collier County, Florida, as more particularly described as Phase I on page one of Exhibit "A" attached hereto (the "Land").
2. **SUBMISSION STATEMENT:** The 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 condominium property, or the lease, occupancy, or use of any portion of the condominium 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. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

Laguna Royale, a condominium, contains twelve residential units in three buildings and is the first phase of a proposed three-phase development having a maximum of forty units. The development and phasing plan for the condominium is more particularly described in Section 23 below.

3. **NAME:** The name by which this condominium shall be identified is Laguna Royale, a Condominium, (the "Condominium").
4. **DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, (The "Condominium Act"), unless the context otherwise requires.
 - 4.1 **"Apartment"** has the same meaning as the term "unit" as defined in the Condominium Act.
 - 4.2 **"Apartment Owner"** or **"Owner"** has the same meaning as the term "unit owner" as

defined in the Condominium Act, except that for purposes of interpreting use and occupancy restrictions related to units, in cases where a primary occupant has been designated for a unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner.

4.3 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the units.

4.4 "Association" means Laguna Royale Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

4.5 "Association Property" means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

4.6 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

4.7 "Commons Area" or "Recreational Parcel" means the real property owned or to be owned by the Commons Association, as legally described on page 4 of Exhibit "A", and all improvements thereon. The Developer reserves the right to add to the commons area property which is part of the Laguna Royale complex which has not been dedicated to the condominium form of ownership. The Developer will construct the recreational parcel only if three phases are constructed.

4.8 "Commons Association" means Laguna Royale Commons Association, Inc., a Florida corporation not for profit responsible for the ownership, maintenance and operation of certain property, parking areas and recreational facilities within the Laguna Royale Complex more particularly described on Page 4 of Exhibit "A". The Condominium Association shall be a member of the Commons Association.

4.9 "Commons Documents" means the Articles of Incorporation, Bylaws and Rules and Regulations of the Commons Association attached hereto as Exhibits "E", "E-2" and "E-3".

4.10 "Condominium Documents" means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

4.11 "Family" or "Single Family" shall refer to any one of the following:

- (A) One natural person.
- (B) Two 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 or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

4.12 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it.

including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.13 "Guest" means any person who is not the unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

4.14 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

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

4.16 "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 other units.

4.17 "Master Association" means and refers to The Vineyards Community Association, Inc., a Florida corporation not for profit which is responsible for the maintenance and operation of the common properties within The Vineyards, as described in the Master Documents. All unit owners in this Condominium shall be Class "A" members of the Master Association.

4.18 "Master Documents" shall mean and refer to the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards, as recorded in O. R. Book 1284, Page 1938, et. seq. of the Public Records of Collier County, Florida including all recorded exhibits thereto, as the same shall be amended, from time to time.

4.19 "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.

4.20 "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.

4.21 "Primary Occupant" means the natural person approved for occupancy when title to a unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

4.22 "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.

4.23 "Voting Interest" means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled to one vote in Association matters.

5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached hereto as part of Exhibit "B", and incorporated by reference herein, are a survey of the Land, plus all proposed future phases, the Commons Area the proposed Recreational Parcel, and plot plans, which graphically describe the improvements in which units are located, and which show all the units as well as the approximate location of units planned for future phases, 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, the Commons Area the proposed Recreational Parcel and their relative locations and dimensions.

Phase I consists of twelve units numbered 1001, 1002, 1003 and 1004, located in building number 10; 901, 902, 903 and 904, located in building number 9; and 801, 802, 803 and 804, located in building number 8.

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 concrete 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 plasterboard 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 an apartment 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, screens and all framing, casings and hardware therefor, are excluded from the unit. (They are, however, limited common elements to be maintained at the expense of the unit owner as more fully set forth in Section 8 and Section 11.2 below.)

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 the common surplus. The shares of ownership shall be as follows:

(A) If only Phase I is built.

12 units	1/12 share
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(B) If Phase I and Phase II only are built.

24 units	1/24 share
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(C) If Phase I, Phase II and Phase III are built.

40 units	1/40 share
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The number of units provided for herein if a subsequent phase is added is provided only as an example. The actual number of buildings if subsequent phases are added will be determined by the actual number of units added in each phase.

6.2 Appurtenances to Each Unit. The owner of each unit shall have certain rights and own a certain interest in the condominium 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 and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation, Bylaws of the Association and Rules and Regulations, attached hereto as Exhibits "C" and "D" and "D-2", 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.
- (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) Class "A" Membership Rights in The Vineyards Community Association, Inc. with all rights and obligations provided in the Master Documents.
- (F) The non-exclusive right to use the common areas, properties and recreation facilities owned by Laguna Royale Commons Association, Inc., subject to all of the rules and regulations of the Commons Association.

- (G) Other appurtenances as may be provided in this Declaration and its exhibits.

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. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or of the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be subdivided, and no fractional portion may be 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 provided 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 outside the units, including all limited common elements.
- (C) Easements through each unit for conduits, ducts, plumbing, wiring, and common elements.
- (D) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (E) The fixtures and installations required for access and utility services to more than one unit or to the common elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the condominium 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, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements or association property, and to grant access easements or relocate any existing access easements in any portion of the common elements or association property, 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 to 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) **Encroachments.** 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, tenants, licensees 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 designated 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, and for purposes of ingress and egress to the public ways.
- (D) **Construction; Maintenance.** The Developer (including its designees and contractors) shall have the right to enter the condominium 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 or enjoyment by the unit owners of the condominium property.
- (E) **Sales Activity.** The Developer and its designees shall have the right to use, without charge, any units owned by it, and the common elements (including, but not limited to, all recreational facilities), in order to establish, modify, maintain and utilize, as it and they deem appropriate, model apartments and sales and other offices. Without limiting the generality of the foregoing, the Developer and its designees may show model apartments or the common elements to prospective purchasers or tenants, erect signs on the condominium property or the Commons Association property, and take all other action helpful for sales, leases and promotion of the Condominium. The foregoing does not exempt the Developer from its obligation to pay assessments as otherwise provided for herein.
- (F) The easements and rights described in (D) and (E) above shall terminate upon the sale of all units in the Laguna Royale Complex to purchasers other than a successor Developer.

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. As long as the Condominium exists, the common elements cannot be partitioned. 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 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 its recorded exhibits. 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, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit, except as otherwise provided in Section 11.4 below.
- (B) **Lanais.** Any lanai attached to and serving exclusively a unit shall be a limited common element. The unit owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance shall be the responsibility of the Association and shall be a common expense. No lanai may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair, replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the unit owner.
- (C) **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 appurtenant to that unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware and framing therefor.

9. ASSOCIATION: The operation of the Condominium is by Laguna Royale Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function 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 may be amended from time to time.

9.3 Delegation of Management. The Association may contract for the management and maintenance of the condominium 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 funds made available by the Association for such purposes. The Association and its 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 nonexercise 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 condominium property and 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. 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.

9.11 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available to any member upon request.

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

9.13 Member Approval of Certain Litigation. Notwithstanding any other provisions of the condominium documents, the Board of Directors shall be required to obtain the prior approval of at least

a majority of the voting interests prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) the collection of assessments;
- (B) the collection of other charges which owners are obligated to pay;
- (C) the enforcement of the use and occupancy restrictions applicable to the Condominium;
- (D) the enforcement of any restrictions on the sale, lease and other transfer of units;
- (E) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or
- (F) filing a compulsory counterclaim.

9.14 Mandatory Non-binding Arbitration of Disputes. Prior to the institution of court litigation, the parties shall petition The Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation pursuant to its promulgated rules and The Condominium Act, for any dispute involving:

- (A) The authority of the Board under any law or Association documents to:
 - (1) Require any owner to take or not take any action involving that owner's unit; or
 - (2) Alter or add to a common area or element.
- (B) The failure of the Association, when required by law or Association documents to:
 - (1) Properly conduct elections;
 - (2) Give adequate notice of meetings or other actions;
 - (3) Properly conduct meetings; or
 - (4) Allow inspection of books and records.

9.15 Membership in Commons Association. The Association shall be a member of Laguna Royale Commons Association, Inc., and cannot withdraw its membership in the Commons Association unless one hundred percent (100%) consent is received from the other member associations. The unit owners in this condominium shall have a non-exclusive right to use the common area and the facilities located on the common areas owned by the Commons Association; all use rights on property owned by the Commons Association are subject to its rules and regulations. The share of the expenses of the Commons Association for which this Association is liable shall be a fraction of the whole, the numerator of which is twelve (12) and the denominator of which is the total number of dwelling units

located in the Laguna Royale Complex. If phases are added, the numerator shall increase by the number of units added in each phase. The Commons Association shall be responsible for the maintenance and repair of Commons Association property.

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 including Commons Association assessments, Master Association assessments, and "special" assessments for unusual, nonrecurring 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, any assessments levied by the Commons Association on this Association or by the Master Association on this 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 and irrigation water service to the units shall be a common expense. If the Board of Directors contracts for pest control within units or basic cable television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense. Bulk contracts may, however, be entered by the Master Association for such services.

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 parcel 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, 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 as to the Developer in Section 10.13.

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 to interest, late payment fees, court costs and attorney's fees, and delinquent assessments, in such manner as is provided by law. The Association may refuse to accept a partial payment which bears a restrictive endorsement and such will be the equivalent of no payment. 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 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. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

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 institutional mortgage or mortgage of the 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. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed. Any lien of the Master Association shall take priority over a claim of lien of this Association.

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 waiving any lien rights.

10.11 Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the owner of a unit and the interest of the owner in the unit is sold, the owner's membership shall be canceled and membership shall be issued to the purchaser at the foreclosure sale.

10.12 Certificate As To Assessments. Within fifteen (15) days after receiving written request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") 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.

10.13 Liability of Developer for Common Expenses. The Developer guarantees that from the recording of this Declaration in the Public Records until control of the Association is turned over to unit owners other than the Developer, assessments against unit owners for common expenses will not exceed \$199.00 per month exclusive of any Master Association assessments. During this period, the Developer and all units owned by the Developer shall not be subject to assessment for common expenses as provided herein. Instead, the Developer will fund the difference, if any, between assessments at the guaranteed level and the actual common expenses incurred during the guarantee period. If, at any time during this period, funds collected from assessments are not sufficient to provide timely payments of all common expenses, the Developer will fund the deficits at the time such payments are due. The Developer's obligation to fund deficits excludes the obligation to pay unusual expenses not ordinarily anticipated in the day-to-day management of the Association including expenses related to injuries to persons or property damage or destruction or other unusual expenses. After the end of the guarantee period the Developer shall provide the accounting required by the Florida Administrative Code, and fund any outstanding deficits.

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

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium 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 cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Rough plumbing up to the supply valve.
- (C) All installations 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.

- (D) The exterior surface of the entrance doors and garage doors to the units.
- (E) All exterior building walls.
- (F) Roofs.
- (G) Infrastructure not dedicated to Collier County.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the 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 without prior Association approval as required elsewhere herein.

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, windows and window glass.
- (B) The entrance door and garage 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 and outlets (including connections).
- (E) The circuit breaker panel.
- (F) Appliances and water heaters.
- (G) All air conditioning and heating equipment, ducts and installations serving the unit exclusively.
- (H) Carpeting and other floor covering.
- (I) Door and window hardware and locks.
- (J) Shower pans.
- (K) Other facilities or fixtures which are located or contained entirely within the unit, or which serve only the unit.
- (L) All interior, partition walls which do not form part of the boundary of the unit.

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

responsibilities:

- (A) **Lanais.** Where a limited common element consists of a lanai, the unit owner who has the right to the exclusive use of said lanai shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said area, if any; and any fixed and/or sliding glass doors in portions of the entrance way of said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs.
- (B) **Interior Decorating.** Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, panelling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (C) **Flooring.** All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to making any such installation. If prior approval is not obtained, the Board may, in addition to exercising all the 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 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 subject to the rules and regulations of the Association, and shall be white or off-white in color.
- (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.
- (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.

11.4 **Appliance Maintenance Contracts.** If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within units and/or air-conditioning compressors and/or air handlers serving individual units, which the Association determines

is to the benefit of the owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the total voting interest in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the unit owner.

11.5 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 unit, its appurtenant limited common elements, or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, unless the record owner of the unit and all record owners of liens on it join in the execution of an amendment to the Declaration and unless a majority of the total voting interests approve such amendment to the Declaration (unless required by any governmental entity). Any glass, screen, curtain, blind, shutter, awning, or other similar structure which may be installed where visible from outside the unit is subject to regulation 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. No owner shall cause any of the limited common elements appurtenant to his unit to be enclosed or cause any changes to be made outside of the unit, including painting or other decoration, or the installation of any electrical wiring, television antennas, appliances or air conditioning units which may protrude through the walls of the condominium or in any manner change the exterior appearance of any portion of the condominium, without the prior written consent of the Board of Directors.

11.6 Alterations and Additions to Common Elements and Association Property. 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, which result in a material expense or a material change in the common elements without the prior approval of at least a majority of the voting interests unless required by a governmental agency.

11.7 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 when necessary, to prevent damage to the common elements or to another unit or units, may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit during reasonable hours, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which may cause such damage to the common elements or to another unit or units. 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.

11.8 Negligence: Damage Caused by Condition in Unit. Each owner shall be liable for the expenses of any maintenance, repair or replacement of common elements 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 and personal property therein in

such a manner as to prevent foreseeable and reasonably preventable damage to the common elements or the property of other owners and residents. If any condition, defect or malfunction existing within a unit, resulting from the owner's failure to perform this duty, shall cause damage to the common elements 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 to the common elements or to other units.

11.9 Association's Access to Units. The Association has an irrevocable right of access to the units during reasonable hours for the purposes of maintaining, repairing 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 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 a unit owner alters any lock or installs a new lock, the unit owner shall provide the Association with a key.

11.10 Surface Water Management Facilities. The Association shall be responsible for the maintenance of the surface water management system in Laguna Royale. No structure of any kind shall be constructed or erected, nor shall any unit owner or the Association in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area including, but not limited, swales, drainage ways, pipes or areas intended for the accumulation of run-off waters, without the specific written permission of the Vineyard's Community Association, Inc. No unit owner or the Association shall unreasonably deny or prevent ingress and egress to water management areas for maintenance, repair or landscaping purposes by the Vineyard's Community Association or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created. No common areas or common elements shall be increased in size by filling in any lake, pond or other water retention or drainage area which it abuts. Unit owners and the Association shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Vineyard's Community Association, Inc. No unit owner may draw water for irrigation or other purposes from any lake, pond or other water management area, nor shall boating or swimming be permitted in such areas. All surface water management systems within Laguna Royale excluding those areas (if any) normally maintained by Collier County, will be the ultimate responsibility of Laguna Royale Condominium Association. Nothing in this section shall be construed to allow construction of any new water management facility or alteration of water management systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

11.11 Conservation Areas and Easements. The conservation areas and easements located within the Vineyards PUD may not be used by unit owners or the Association in such a way as to alter their natural state, other than to provide the utilities and drainage as shown on the plat and approved construction plans for the Vineyards.

12. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the

following provisions:

12.1 Units. Each unit shall be occupied by only one family at any time. Each unit shall be used as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit. 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 his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use.

12.2 Occupancy in Absence of Owner. If the owner and his family who permanently reside with him are absent, and the unit has not been leased, the owner may permit his unit to be occupied by his guests only in accordance with the following:

- (A) Any one person who is the parent or child of the unit owner or of the unit owner's spouse, if any, may occupy the unit in the absence of the owner for a period not to exceed thirty (30) days. That person's spouse and children, if any, may accompany him. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one calendar year.
- (B) House guests not included within 12.2(A) are permitted for occupancy in the unit owner's absence provided the total number of guests is limited to 2 per bedroom. Such guests may stay up to 30 days and the total number of occasions for this type of guest occupancy in any unit shall be limited to three (3) in each calendar year.
- (C) The Board of Directors may require all guests to be registered in advance.

12.3 Exceptions. Upon prior written application by the unit owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one exception shall not be construed as a precedent for later exceptions.

12.4 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit in the presence of the unit owner.

12.5 Minors. 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 unreasonable annoyance to other residents.

12.6 Pets. The owner of each unit may keep one (1) small pet, (45 lbs or less) of a normal domesticated household type (such as a cat or dog) in the unit. The pet must be carried under the owner's arm or be leashed at all times while on the condominium property outside of the unit. The ability to keep such a pet 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 of the Condominium. No pets of any kind are permitted in leased units. No reptiles, rodents, amphibians, poultry or livestock may be kept in the Condominium. The Commons Association may restrict the walking of pets to certain areas. Owners who walk their pets must clean up after their pets. Pets may not be left unattended or leashed on lanais, entries, Commons Association areas or in garages.

12.7 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.

12.8 Signs. No unit owner other than the Developer may post or display "For Sale", "For Rent", "Open House" or other similar signs anywhere on the condominium property.

12.9 Use of Lanais and Entries. Lanais and entries shall not be obstructed, littered, defaced or misused in any manner. Lanais, entries and walkways shall be used only for the purposes intended, and they 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.

13. LEASING OF UNITS: 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 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 or recommending undesirable lessees;

- (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 probability of financial irresponsibility;
 - (8) The lessee, during previous occupancy, 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 may, at the option of the Board, 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 Exception 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.

13.3 Term of Lease and Frequency of Leasing. No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) days. The first day of occupancy under the lease shall determine in which year the lease occurs. 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 may, in its discretion, 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 guests, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.

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 Use of Commons Areas. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities located on the Commons Areas or the common elements of the condominium during the lease term.

13.7 Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association and the Commons 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 Commons Association and the provisions of the condominium documents, 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 specifically expressed in such agreement or not.

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) A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- (B) Co-Ownership. Co-ownership of units is permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one 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 such change will be approved in any twelve (12) month period.

- (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, financial or tax 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 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.
- (D) **Life Estate.** A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under 14.2 below. In that 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 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, that 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) **Ad Hoc Committee.** To facilitate transfers proposed during times when many of the members of the Board of Directors 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 without good cause, 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 received, 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 ten (10) 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. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for

disapproval:

- (1) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- (2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (3) The application for approval 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;
- (4) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;
- (5) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.
- (6) The transaction, if a sale, was concluded by the parties without having sought and obtained the prior approval required herein.

14.4 **Exception.** The provisions of Sections 14.1, 14.2 and 14.3 are not applicable 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 shall the Association's approval be required for the subsequent resale or lease of a unit by such mortgagee of the unit so acquired, but shall apply to the acquisition of title by any other person.

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 and Deposits Related to the Sale of Units.** Whenever herein the Board's approval is required to allow the sale, lease 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 \$50.00 per applicant). The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time. No fee may be charged for approval of the renewal or extension of a lease with the same tenant.

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 **The Unit Owner.** Each unit owner is responsible for insuring his own unit, and the personal property therein, including all electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built in cabinets, floor, wall and ceiling coverings, and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. 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 bears financial responsibility for any damage to his property otherwise covered by such insurance.

15.2 Association Insurance; Duty and Authority to Obtain. The 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 name 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 the standard "All Risk" property contract.
- (B) Flood. In amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program.
- (C) 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.
- (D) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- (E) Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.
- (F) Statutory Dishonesty Bond. A minimum of \$10,000 per person having access to Association funds.

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

- (A) Additional flood insurance.
- (B) Boiler and Machinery coverage (includes breakdown on air conditioning units).
- (C) Broad Form Comprehensive General Liability Endorsement.

- (D) Directors and Officers Liability.
- (E) Medical Payments.
- (F) Leakage, seepage and wind-driven rain.

15.5 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives 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 Association unit owners, or their respective servants, 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 to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse the same in trust 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. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against unit or units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. No mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

The foregoing notwithstanding, insurance proceeds on account of NFIP flood insurance policies (if any) covering specific units 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) 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 thereof. 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.
- (B) 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 remaining proceeds 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 condominium property.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY: If any part of the condominium 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 or more units, any Association insurance proceeds on account of the loss or damage, less the deductible, 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.

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 shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the funds available for repair and restoration of the property.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4ths) or more of the total units are rendered uninhabitable. Should such "very substantial" damage occur then:

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.
- (B) A membership meeting shall be called by the Board of Directors to be held not later

than sixty (60) days after the casualty, to determine the opinion of the membership with reference to rebuilding 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 cost thereof so that no special assessment will be required, then the Condominium shall be restored or repaired unless two-thirds (2/3rds) of the total voting interests shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general types of units, in either of which cases the Condominium shall be terminated.
 - (2) If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless two-thirds (2/3rds) 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 two-thirds (2/3rds) of the total voting interests approve the special assessment, the Association, through its Board of Directors, shall levy such assessment and shall proceed to negotiate and contract for necessary repairs and restoration. The special assessment shall be added to the funds available for repair and restoration of the property.
- (C) If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors 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 are from the insurance proceeds; if there is a balance in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the unit owners, except as otherwise provided in Section 15.7(C) above.

16.5 Equitable Relief. In the event of damage to the common elements which renders any unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable 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 four (4) months following 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 three-fourths (3/4ths) of the units, and by the Primary Institutional Mortgagee, if any.

17. CONDEMNATION:

17.1 Deposit of Awards with Association. The taking of all or any part of the condominium 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 a 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 condominium 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 disbursements of funds after a casualty.

17.4 Association as Agent. 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.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a unit and the remaining portion of the unit can be made habitable, 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 habitable. 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.

17.6 Unit Made Not Habitable. If the condemnation is of an entire unit or reduces the size of a unit so that it cannot be made habitable, 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 fair market value of the unit immediately prior to the taking 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) **Distribution of Surplus.** If possible and practical, the remaining portion 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 a manner approved by the Board of Directors.
- (C) **Adjustment of Shares in Common Elements.** The shares in 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.
- (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 affected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes affected 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 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 calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own 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 any. 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 need be approved only by a majority of all Directors. The consent of unit owners or lien holders is not required for any 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 eighty percent (80%) of the units, and the Primary Institutional Mortgagee.

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

18.3 General Provisions. Upon termination, the former unit owners shall become the owners, as tenants in common, of all condominium and association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements. The mortgagee or lienor of a unit owner, shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association, executed with the formalities of a deed, and certifying as to the facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Collier County, Florida.

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

18.5 Partition; Sale. Following termination, the former condominium property and 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, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. 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.

18.6 Last Board. The termination of the Condominium does not, by itself, terminate the Association. The members of the last Board of Directors shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association.

18.7 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 those provisions have been completed.

19. OBLIGATIONS OF OWNERS:

19.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents and the Rules and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

- (A) The Association;
- (B) A unit owner;

- (C) Anyone who occupies or is a tenant or guest in a unit; or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a 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 or the condominium documents.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner or the Association to comply with the requirements of the Condominium Act, or the condominium documents, 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. Recovery of attorneys fees in litigation involving Association rules and regulations shall be governed by Section 8 of the Bylaws.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owners under the law and the condominium documents shall 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 rights, remedies, or privileges that may be available.

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 units share of ownership of the common elements, except as otherwise provided in Sections 17.5(C), 17.6(C) and 17.8.

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. Unless otherwise provided by the Condominium Act as it may be amended, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title shall be liable for the share of common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the mortgagee's acquisition of title. However, the Mortgagee's liability is limited to the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title, and in no event does the mortgagee's liability exceed 1% of the original mortgage debt. The person acquiring title shall pay the amount owed to the Association within 30 days after the transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided for the collection of unpaid assessments. Any unpaid share of common

expenses for which such acquirer is exempt from liability becomes a common expense collectible from all unit owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, 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. Any 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 requesting same 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 person requesting them.

20.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

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

- (A) A sixty (60) day or longer delinquency in the payment of assessments or charges owed 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.

21. DEVELOPER'S RIGHTS AND DUTIES: Notwithstanding the other provisions of this Declaration, as long as the Developer or any assignee of the Developer's rights holds any units in the Laguna Royale Complex for sale in the ordinary course of business, the following shall apply:

21.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the units in the Condominium, neither the unit owners nor the Association, nor either party's use of the condominium property or the Commons Area shall interfere with the completion of the contemplated improvements or the sale of units. The Developer may make any use of the unsold units and the common elements and association property as may reasonably be expected to facilitate completion of contemplated improvements and sales of units, including, but not limited to, maintaining a sales office and/or model units, displaying signs, leasing units, and showing units to prospective purchasers.

21.2 Assignment. All or any of the rights, privileges, powers and immunities granted or reserved to the Developer in the condominium documents may be assigned by the Developer to 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 owed by the 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 the Developer.

21.3 Amendment of Plans and Alteration of Boundaries and Apartment Dimensions. The developer reserves the right to change the unit or building types in future phases as follows: there may be variations in floor plans; the unit sizes may range in size from 2400 square feet to 2000 square feet, the number of garages serving a unit may vary or changes may be made to fulfill requirements of governmental entities, provided that the condominium documents are amended as needed to reflect the changes. Any such amendment need be signed and acknowledged only by the Developer, and shall not require the approval of unit owners, contract purchasers, lien holders or the Association.

21.4 Amendments by Board of Directors. The Board of Directors shall have the right by majority vote up to the time of turnover of control of the Association, to amend this Declaration and its exhibits in any manner and for any purpose the Board of Directors deem desirable. Said amendments may be made and executed solely by the Board of Directors and recorded in the Public Records of Collier County, Florida, without any requirement of securing the consent of any unit owner or the owner or holder of any lien encumbering a condominium parcel. Provided, however, that such amendments shall not increase the maximum number of units nor alter the boundaries of the common elements beyond the extent permitted in Section 21.3, nor shall such amendments adversely affect the lien or priority of any institutional mortgage recorded prior to the amendment. Furthermore, such amendments shall not 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 owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment and unless the amendment is approved by a majority of the total voting interests (unless required by any governmental entity). After turnover of control, amendments to this Declaration shall be made pursuant to the procedures contained in Section 22 below.

21.5 Sales of Units. The 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 the Developer deems in its own best interest.

21.6 Turnover. The Developer may turn over control of the Association to unit owners other than the Developer prior to the statutory dates by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of unit owners other than the Developer to elect Directors and assume control of the Association. Provided that at least thirty (30) days notice of the Developer's decision to cause its appointees to resign is given to unit owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations, even if unit owners other than the Developer refuse or fail to assume control of the Association. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: assessment of the Developer as a unit owner for capital improvements; or, any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

22. AMENDMENT OF DECLARATION: Except as otherwise provided above as to amendments made by the Board of Directors, 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 the owners of at least ten percent (10%) of the units.

22.2 **Procedure.** 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, unless insufficient time to give proper notice remains before that meeting.

22.3 **Vote Required.** Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended by concurrence of at least fifty-one percent (51%) of those voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.12 of the Bylaws.

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 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.

22.5 **Provision.** 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 owner of a parcel shares the common expenses and owns the common surplus (except as provided in Section 6.1 herein), unless the record owner of the unit, and all record owners of liens on it join in the execution of the amendment and unless a majority of the total voting interests consent to the amendment in writing (unless required by any governmental entity). No other consents or approvals shall be required. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17.

22.6 **Enlargement of Common Elements.** The common elements designated by this Declaration may be enlarged to add real property acquired by the Association through amendment of this Declaration. The amendment must be approved by at least two-thirds (2/3rds) of the voting interests, but no other person need join in or consent to the amendment. The amendment divests the Association of title and vests title in the unit owners without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant to the units.

22.7 **Correction of Errors and Amendments.** If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act. Until control of the Association is turned over to unit owners other than the Developer the Association may amend this Declaration and its exhibits in any manner convenient or necessary to the development process including for the purpose of adding to or withdrawing property from this Declaration. Said amendments may be made and executed solely by the Association and recorded in the Public Records of Collier County, Florida, and without any requirement of securing the consent of any unit owner, or the owner and holder of any lien encumbering a condominium parcel, provided such amendments shall not increase the number of units nor alter the boundaries of the common elements beyond the extent permitted in Section 21.3, nor shall such amendments adversely affect the lien or priority of any institutional mortgage recorded prior to the amendment.

22.8 Amendment of Provision Relating to Developer. As long as the Developer holds any unit in the Condominium for sale in the ordinary course of business, no amendment shall be effective to change any provision relating specifically to the Developer without the Developer's prior written consent.

22.9 Merger of Condominiums. The Laguna Royale Complex may contain other condominiums or other forms of residential development, each with its own association, and with all owners sharing certain common facilities operated by the Commons Association. This multi-development, multi-association structure is administratively convenient and desirable from the developer's perspective. However, it is possible that the unit owners, after they have assumed control of the various associations, will determine that it is in their best interests collectively to merge some or all of the condominiums and other developments and Commons Area in the Laguna Royale Complex into one condominium, operated by one association, in the manner contemplated by Section 718.110(7) of the Condominium Act. Notwithstanding any provision in this Declaration to the contrary, this Declaration and the recorded exhibits thereto may be amended or rescinded in any way necessary to accomplish that purpose by the written consent of eighty-five percent (85%) of the voting interests and the written consent of all holders of liens on units, and no other approval, consent or joinder of any other person shall be necessary. Proviso: the amendments or new documents accomplishing such a merger must provide that;

- (A) The security and priority of all existing mortgages and liens, and the rights of existing mortgagees and lienholders, shall not be impaired by the merger;
- (B) The restrictions on the use, occupancy, leasing and transfer of units shall not be materially changed as part of the merger; and
- (C) The share of common expenses and ownership of the common elements for each unit in the newly merged condominium shall be a fraction, the numerator of which is the number "one" (1), and the denominator of which is the total number of units in the newly merged condominium.

23. DEVELOPMENT AND PHASING PLAN: Laguna Royale, a condominium contains twelve (12) units in three (3) buildings and is the first phase of a proposed three phase development having a maximum of forty (40) residential units. The Developer may, in its sole discretion, elect to construct any subsequent phase in whatever order desired. A plot plan, attached as Exhibit "B" shows the approximate location of all proposed buildings and improvements which may ultimately be contained in the condominium and the Recreational Area. The plot plan may be modified by the developer as to units or building types as follows: the buildings may be modified to provide for units ranging in size from a maximum of 2500 square feet to a minimum of 1900 square feet. The location of buildings on the land may change to accommodate requirements of governmental entities, the number of units in the buildings and to accommodate the other buildings within the phase. The unit type may be modified so as to change the floor plan of each unit. There will be no time-share estates created with respect to any of the phases that are or might be developed as part of this condominium complex.

23.1 Phases II & III: If the Developer, in its sole discretion, elects to construct one or more of the remaining phases they will be located upon the land described on Pages 2 and 3 of Exhibit "A" attached hereto. Phase II will contain three buildings having twelve units. Phase III will contain four buildings having sixteen units. The general size of the units may range from a maximum

of 2500 square feet to a minimum of 1900 square feet.

23.2 Impact of Phasing on Share in Common Elements. If the Developer elects to construct any or all of the subsequent phases, each unit's fractional, undivided share in the common elements shall be in direct proportion to the number of units added in accordance with the fractional interests set forth in Section 6.1 above.

23.3 Impact of Phasing on Voting Interests. Each unit is entitled to one vote at any meeting of the Association. If the condominium consists of only Phase I there will be twelve (12) votes, and the number of votes will increase in direct proportion to the number of units added to the condominium. For example, if Phase II is added and contains twelve (12) units, there would be a total of twenty-four (24) votes. The number of votes provided for herein if a subsequent phase is added is provided only as an example. The actual number of votes if the subsequent phase is added will be determined by the actual number of units added in such phase.

23.4 Impact of any Phase or Phases not being added. If any Phase or Phases are not added, the land of that unadded Phase may remain undeveloped or it may be developed as another condominium, a homeowners association or as single family residences, any of which will have non-exclusive rights to use the common areas, properties and recreation facilities owned by Laguna Royale Commons Association, Inc., subject to all of the rules and regulations of the Commons Association and subject to the payment of a pro rata share of the expenses of the Commons Association.

23.5 Certificate of Substantial Completion. If the Developer, in its sole discretion, decides to construct and add any subsequent phases to this condominium as shown on Exhibit "B" then upon substantial completion of the construction of the improvements, including the buildings to be added in such phases, the Developer shall cause a surveyor authorized to practice in the State of Florida to prepare a survey of such phases and certify said survey as required by and pursuant to the applicable provisions of the Condominium Act. Such survey shall be attached to an amendment to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Collier County, Florida, together with such other exhibits relating thereto as the Developer determines, in his sole discretion, to be necessary. Pursuant to Section 718.403 Florida Statutes such amendment shall not be required to be executed by nor consented to by the unit owners, the Association, nor the owners or holders of any lien encumbering a condominium parcel in this condominium.

23.6 Changes in Legal Descriptions. The Developer reserves the right to make non-material changes in the legal description of any phase.

23.7 Completion Date of All Phases. Nothing contained herein shall be construed as requiring the Developer to construct any additional phases referred to herein or to add the same to this condominium, but if said phases are constructed and added to this condominium, the Developer approximates that units in each subsequent phase, if any, will be offered for sale upon the sellout of a substantial number of units in the previous phase. In any event, all phases which may be added to the condominium hereunder shall be added no later than seven years from the date of recordation of this Declaration.

23.8 No Time Share. No time share estates will be created with respect to units in any phase.

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

24.2 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 hereof.

24.3 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.

24.4 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.

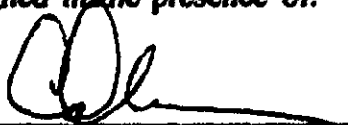
24.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

24.6 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.

24.7 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.

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

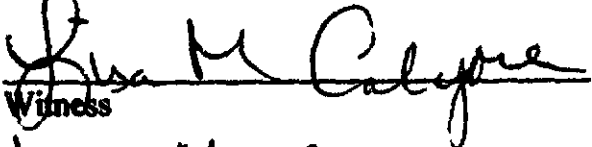
Signed in the presence of:



Witness

Catherine J.S. Nadew

Printed Name of Witness

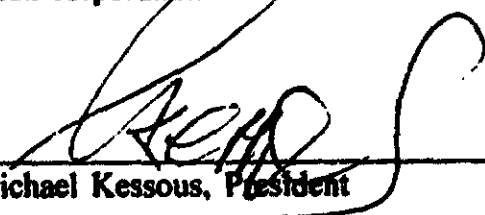


Witness

LISA M. CALYORE

Printed Name of Witness

LAGUNA DEVELOPERS, INC.,
a Florida corporation

BY: 

Michael Kessous, President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS, (one of the following should be checked; if none are checked, he is personally known to me) who is personally known to me, or ___ has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 13th day of Apr:, 1995.

NOTARY PUBLIC

(SEAL)

Printed Name of Notary
My Commission Number is: CC105550
My Commission Expires:



CATHERINE J. B. NADEAU
MY COMMISSION EXPIRES
May 5, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

d:\wpdata\94-204\DECLARAT.DOC\041295\

PHASE I

LAGUNA ROYALE, A CONDOMINIUM
Tract "B"

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT "B", LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; CONTAINING 1.06 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

EXHIBIT "A"

Page 1 of 4 Pages

PHASE II

LAGUNA ROYALE, A CONDOMINIUM
Tract "C"

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT "C", LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; CONTAINING 1.32 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

**PHASE III
(consists of Tract "D" and Tract "E")**

**LAGUNA ROYALE, A CONDOMINIUM
Tract "D"**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT "D", LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; CONTAINING 0.69 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

**LAGUNA ROYALE, A CONDOMINIUM
Tract "E"**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT "E", LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; CONTAINING 0.75 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

COMMONS RECREATION PARCEL

**LAGUNA ROYALE, A CONDOMINIUM
Tract "A"**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT "A", LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; CONTAINING 2.18 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

LAGUNA ROYALE, A CONDOMINIUM THE VINEYARDS

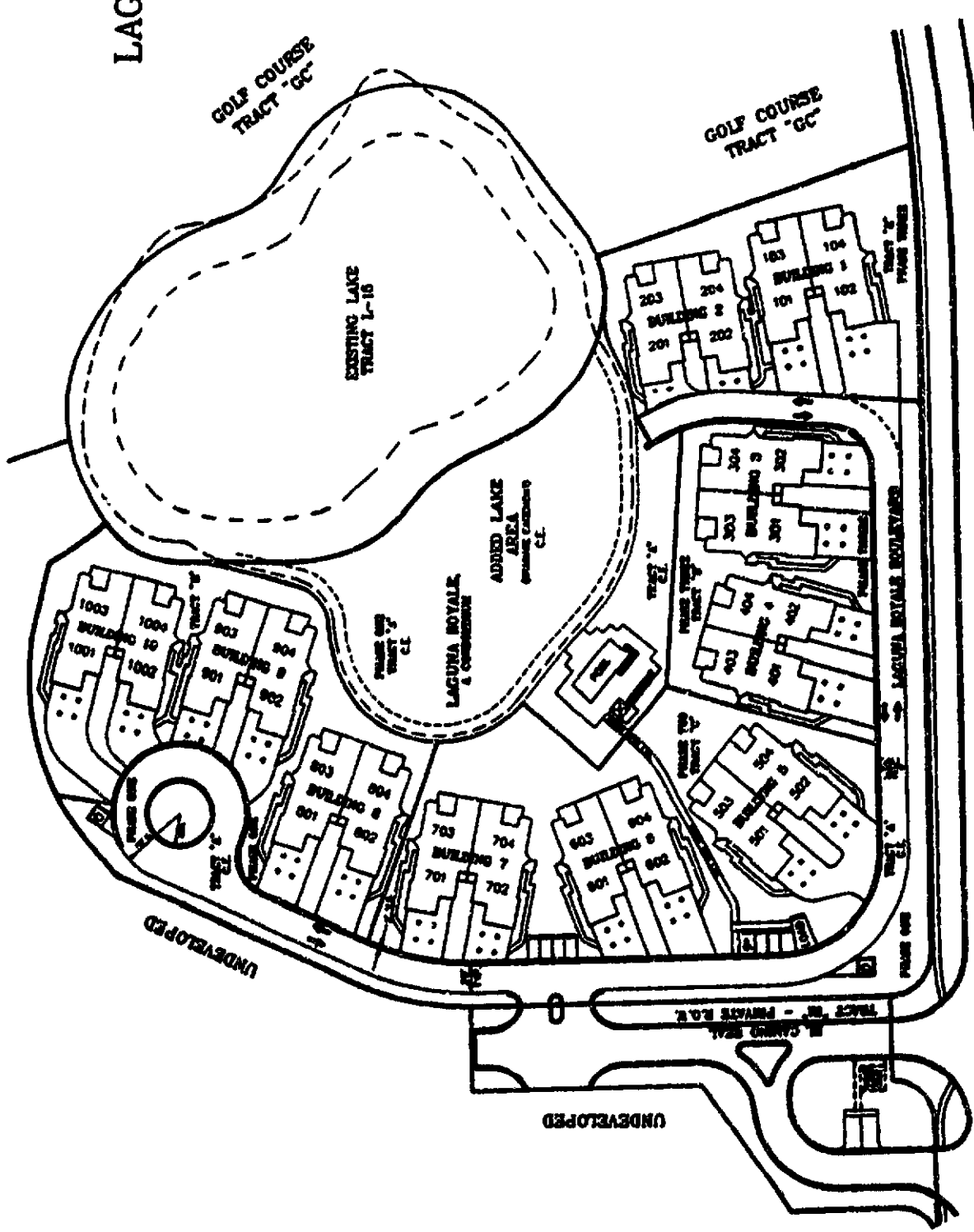
GOLF COURSE
TRACT "GC"

EXISTING LAKE
TRACT L-10

LAGUNA ROYALE
& COMMONS
ADDED LAKE
AREA
(PRIVATE EXCLUSIVE)
C.E.

GOLF COURSE
TRACT "GC"

VINEYARDS BOULEVARD
(120' R.O.W.)



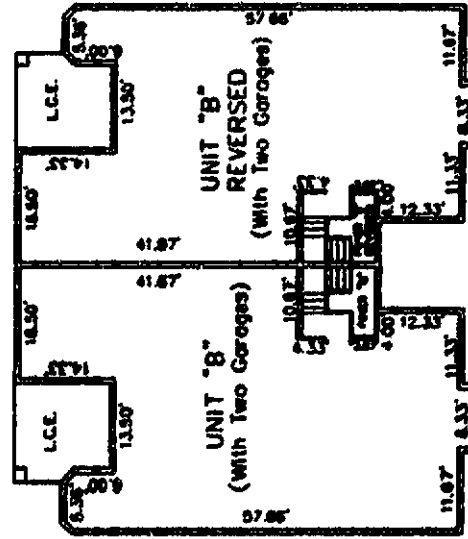
LEGEND

- 1. 8' X 12' PARKING SPACE WITH WHEEL STOP
- 2. TRAFFIC FLOW DIRECTION
- 3. SOLID 8' C.C. W/ WASTE DUMPSTER W/ 6' FENCE
- 4. HANDICAP SPACE (12'x14') W/ 5' WALKWAY
- 5. LOADING SPACE (10'x25')
- 6. COMMONS COMMON ELEMENT

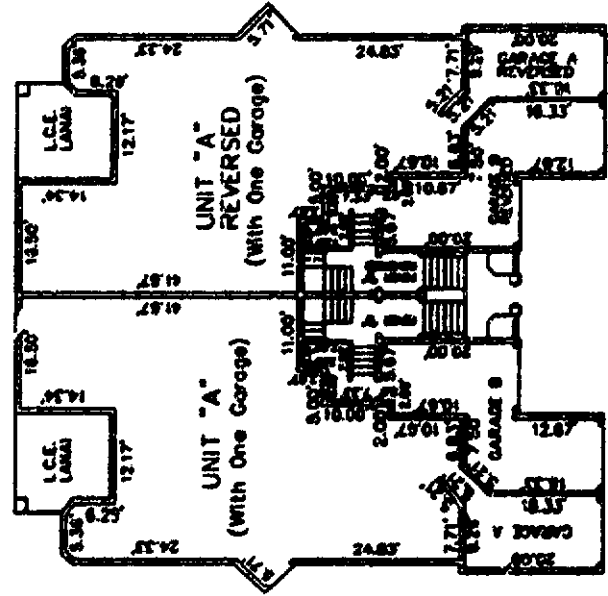
EXHIBIT "B"

NO.	DESCRIPTION	DATE	BY
1	LAGUNA DEVELOPERS, INC.		
2	LAGUNA ROYALE		
3	A CONDOMINIUM		
4	120' R.O.W.		
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**LAGUNA ROYALE, A CONDOMINIUM
TYPICAL UNIT BOUNDARIES
(Unit "B" With Two Garages)**



SECOND FLOOR

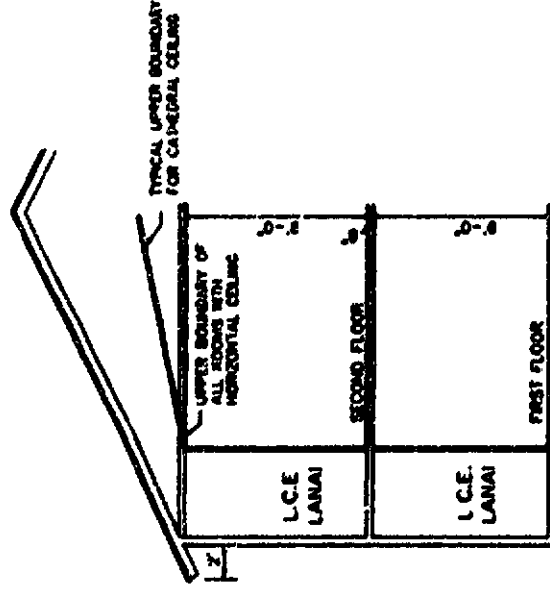


FIRST FLOOR

TYPICAL UNIT BOUNDARIES

GENERAL NOTES

1. L.C.E. denotes Limited Common Elements.
C.E. denotes Common Elements.
2. Unit Boundaries: Each unit shall include that part of the buildings 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 planar intersection with the perimetrical boundaries:
 - (1) Upper Boundaries: In all units located on the floors below the top floor of a building, the upper boundary shall be the horizontal plane of the unfinished lower surface of the ceiling. In all units located on the top floor, the upper boundary shall follow the contour of the interior unfinished surface of the drywall attached to the underside of the roof trusses.
 - (2) Lower Boundaries: The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
 - B. Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the unit, extended to their planar intersections with each other and with the upper and lower boundaries.
 - C. Interior Walls: No part of the non-structural interior partition walls within an apartment shall be considered part of the boundary of a unit.
 - D. Apertures: Where there are apertures in any boundary, including, but not limited to, windows and doors, the perimetrical boundaries shall extend to the interior unfinished surfaces of such apertures, and their frameworks thereof. Exterior surfaces made of glass or other transparent material and all trimmings, ceilings and hardware therefor, shall be excluded from the unit.



TYPICAL SECTION
NOT TO SCALE

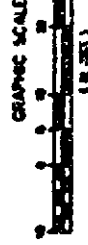


EXHIBIT "B"

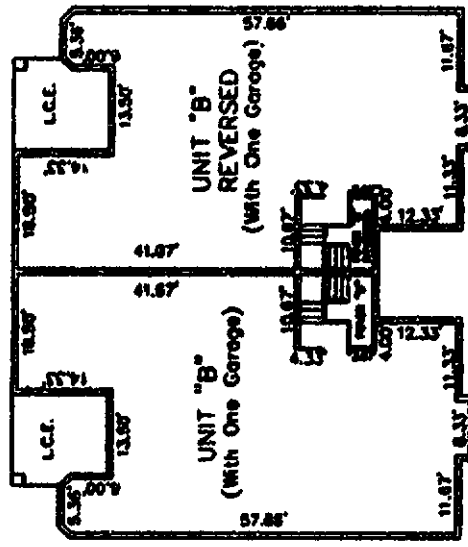
LAGUNA ROYALE, A CONDOMINIUM
TYPICAL UNIT BOUNDARIES
(Unit "B" With Two Garages)

DATE: 11/15/01
DRAWN BY: [Signature]
CHECKED BY: [Signature]

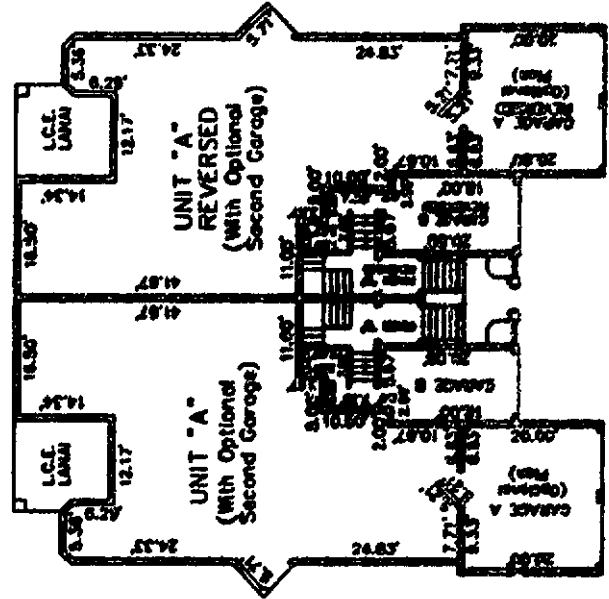
LAGUNA ROYALE, A CONDOMINIUM
TYPICAL UNIT BOUNDARIES
 (Unit "B" With One Garage)

GENERAL NOTES

1. L.C.E. denotes Limited Common Elements.
 C.E. denotes Common Elements.
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 - A. Upper and Lower Boundaries: The upper and lower boundaries of the unit shall be the following boundaries extended to their planar intersection with the perimetrical boundaries:
 - (1). Upper Boundaries: In all units located on the floors below the top floor of a building, the upper boundary shall be the horizontal plane of the unfinished lower surface of the ceiling. In all units located on the top floor, the upper boundary shall follow the contour of the interior unfinished surface of the drywall attached to the underside of the roof trusses.
 - (2). Lower Boundaries: The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
 - B. Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the unit, extended to their planar intersections with each other and with the upper and lower boundaries.
 - C. Interior Walls: No part of the non-structural interior partition walls within an apartment shall be considered part of the boundary of a unit.
 - D. Apertures: Where there are apertures in any boundary, including, but not limited to, windows and doors, the perimetrical boundaries shall extend to the interior unfinished surfaces of such apertures, and their frameworks thereof. Exterior surfaces made of glass or other transparent material and all framings, casings and hardware therefor, shall be excluded from the unit.

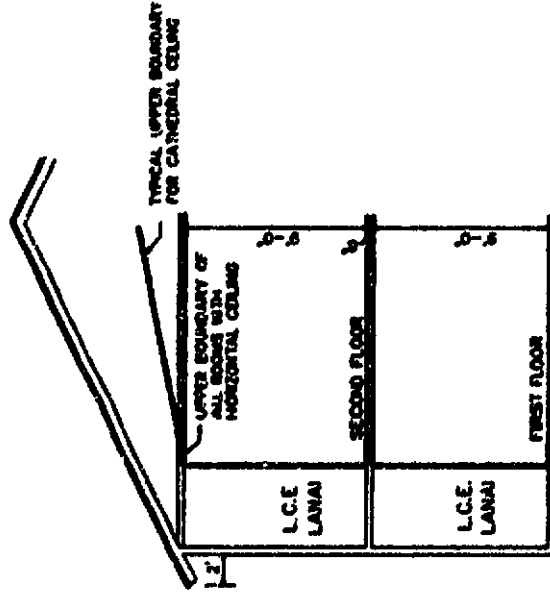


SECOND FLOOR



FIRST FLOOR

TYPICAL UNIT BOUNDARIES



TYPICAL SECTION
 NOT TO SCALE



EXHIBIT "B"



LAGUNA ROYALE, A CONDOMINIUM THE VINEYARDS

GOLF COURSE
TRACT "CC"

EXISTING LAKE
TRACT L-16

LAGUNA ROYALE
& COMMONS
ADDED LAKE
AREA
TRACT L-17

GOLF COURSE
TRACT "CC"

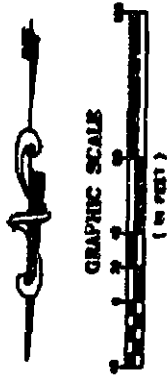
UNDEVELOPED

UNDEVELOPED

TRACT "B" - PRIVATE R.O.W.
M. CAMERON REALTY

LAGUNA ROYALE BOULEVARD

VINEYARDS BOULEVARD
(120' R.O.W.)



LEGEND

- 14' x 21' PARKING SPACE WITH WHEEL STOP
- TRAFFIC FLOW DIRECTION
- SOLID 8' OR 12' WASTE DUMPSTER W/ 6' FENCE
- HANDICAP SPACE (12'x18') W/ 5' WALKWAY
- LOADING SPACE (18'x25')
- CL DENOTES COMMON ELEMENT

EXHIBIT "B"

LAGUNA DEVELOPERS, INC.	
LAGUNA ROYALE A CONDOMINIUM PLAT PLAN	
DATE: 12/15/88	
DRAWN BY: [Signature]	
CHECKED BY: [Signature]	
SCALE: AS SHOWN	
PROJECT NO.: 88-001	
SHEET NO.: 1 OF 1	



SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SURVEYOR made this 5th day of May, 1995.

This certificate is made as to Building "10" of Laguna Royale, A Condominium, located in Collier County, Florida, pursuant to Section 718.104 (4) (e), Florida Statutes.

I, William C. McAnly, a Land Surveyor authorized to practice in the State of Florida, hereby certify that the construction of the above referenced building, and all planned improvements, including but not limited to the landscaping, utility services, access to the units and common element facilities serving the buildings, have been substantially completed, so that the material attached to the Declaration of Condominium as Exhibit "B", together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvement, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Prepared by:



William C. McAnly, P.L.S.
Florida Registration No. 1543

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAGUNA ROYALE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on May 13, 1994, as shown by the records of this office.

The document number of this corporation is N94000002477.

OR: 2057 PG: 0819

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of May, 1994



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

OR: 2057 PG: 0820

94 MAY 13 PM 3:03
FILED
SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF INCORPORATION
OF**

LAGUNA ROYALE CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 617.013, Florida Statutes, these Articles of Incorporation are created by LAGUNA DEVELOPERS, INC., a Florida corporation, Naples, Collier County, Florida, as sole incorporator, for the purposes set forth below.

ARTICLE I: NAME

The name of the corporation, herein called the "Association", is LAGUNA ROYALE CONDOMINIUM ASSOCIATION, INC., and the address is 2375 Tamiami Trail North, Suite 208, Naples, FL 33940.

ARTICLE II: PURPOSE AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of LAGUNA ROYALE, a Condominium, located in Collier County, Florida.

The Association is organized and shall exist upon 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 Chapter 718 Florida Statutes, as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to disburse 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 and Association 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 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 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 Declaration of Condominium 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 power 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 or raise money for any of the purposes of the Association, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, by means of a mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

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 By-Laws.

ARTICLE III: MEMBERSHIP

The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws. After termination of the Condominium, the members shall consist of those who are members at the time of such termination. 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 unit. The owners of each unit, collectively, shall be entitled to the number of votes in Association matters as 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

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, and in the absence of such determination shall consist of three (3) Directors. 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. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected 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) **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.
- (B) **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.
- (C) **Vote Required.** Except as otherwise required for 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 a fair statement of the proposed amendment.
- (D) **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 DIRECTORS

The initial Directors of the Association shall be:

Michael Kessous
2375 Tamiami Trail North
Suite 208
Naples, Florida 33940

Patricia Stevens
2375 Tamiami Trail North
Suite 208
Naples, Florida 33940

Shirley Bowersoch
2375 Tamiami Trail North
Suite 208
Naples, Florida 33940

ARTICLE IX: INITIAL REGISTERED AGENT

The initial registered office of the Association shall be at:
2375 Tamiami Trail North
Suite 207
Naples, Florida 33940

The initial registered agent at said address shall be:
Jane Yeager Cheffy

ARTICLE X: 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 may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his 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.
- (D) Wrongful conduct by Directors or officers appointed by the Developer, in a proceedings brought by or on behalf of the Association.

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 interest 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.

WHEREFORE the incorporator has caused these presents to be executed this 10 day of May, 1994.

INCORPORATOR:
LAGUNA DEVELOPERS, INC., a Florida corporation 2375 Tamiami Trail North, #208 Naples, FL 33940

By: 
MICHAEL KESSOUS, President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS, (one of the following should be checked; if none are checked, he is personally known to me) who is personally known to me, or has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 10
day of May, 1994.

Lisa M Calyore
NOTARY PUBLIC

(SEAL)

LISA M CALYORE
Printed Name of Notary

My Commission Number is: CC115665
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Jan 4, 1995.
BONDED THROUGH NOTARY PUBLIC ASSOCIATION.

FILED
94 MAY 13 PM 3:03
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for LAGUNA ROYALE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.


JANE YEAGER CHEFFY

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BYLAWS
OF
LAGUNA ROYALE CONDOMINIUM ASSOCIATION, INC.

1. **GENERAL.** These are the Bylaws of Laguna Royale Condominium Association, Inc., hereinafter the "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 initial principal office of the Association shall be at the Condominium or at such other place in Collier County, Florida as the Board of Directors may determine.

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 corporation 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 terms used herein shall have the same definitions as stated in the Declaration of Condominium.

2. **MEMBERS.**

2.1 **Qualification.** The members of the Association shall be the owners of legal title to the units. In the case of a unit subject to an agreement for deed, the contract vendee shall be deemed the owner of the unit solely for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last 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 of Condominium.
- 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 them. The total number of votes ("voting interests") shall equal the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a condominium 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 who are not acting as trustees, 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. If the owner of a unit is not a natural person or is a trustee, 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 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; and the membership of the prior owner shall thereby be automatically terminated.

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 annual meeting shall be held in Collier County, Florida, each year during the month of March at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meeting. Special members' meetings must be held whenever called by the President or by a majority of the Board of Directors and may also be called by members having at least ten percent (10%) of the votes of the entire membership. Such request shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the members making the request. Business at any special meeting shall be limited to the items specified in the request and contained in the note of meeting.

3.3 Notice of Meetings. Notice of all members' meetings must state the time, date, and place of the meeting and shall incorporate an identification of agenda items. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days prior to the date of the meeting. Notice of any meeting may be waived in writing by any member.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting shall be posted in a conspicuous place on the condominium property at least fourteen continuous (14) days prior

to the annual meeting. The notice shall incorporate an identification of agenda items. Upon notice to owners, the Board shall, by duly adopted rule, designate a place on the condominium property upon which all notices of members' meetings shall be posted. Notice of the annual meeting shall be sent by first class mail to each owner, and an affidavit of the officer making such mailing shall be retained in the Association records as proof of such mailing. Notice of the annual meeting may be delivered in person if a written waiver of mailing is obtained.

3.5 Quorum. A quorum at a 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 meeting in which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a higher vote is required by law or by any provision of the condominium documents.

3.7 Proxy Voting. No proxy may be used in the election of Board Members. Limited proxies and general proxies may be used to establish a quorum. Only limited proxies, and not general proxies, may be used for the following votes and only in those instances where such votes are permissible under Florida law: to waive or reduce reserves; to waive financial statement requirements; to amend the Declaration; to amend the Articles of Incorporation or the Bylaws; or for any other matter which requires the vote of the members. General proxies may be used for all other matters and for non-substantive changes to matters for which a limited proxy is required and given. 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. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person 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 Secretary at least forty-eight (48) hours before the appointed time of the meeting or adjournment 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 a later time by vote of the majority of the voting interest 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. Call of the Roll or Determination of Quorum;
- B. Reading or Disposal of Minutes of Last Member's Meeting;
- C. Reports of Officers;
- D. Reports of Committees;
- E. Election of Directors (Annual Meeting Only);

- 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, with the Declaration, or with 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 **Member's Participation.** Members shall have the right to participate in meetings of members with reference to all designated agenda items. However, the Association shall adopt reasonable rules governing the frequency, duration, and manner of member participation. Any member may tape record or videotape a meeting of the members, subject to reasonable rules to be followed.

3.13 **Action by Members Without Meeting.** Except for the holding of the annual meeting and the election of Directors and unless otherwise provided herein, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or sixty percent (60%) of the total votes of the entire membership, whichever is greater, unless a lesser vote is required by law. If the requisite number of written consents are received by the Secretary within thirty (30) days of 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 a full membership meeting had been held. 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 elsewhere provided in these Bylaws. If the vote is obtained by polling the unit owners by mail, the unit owners list 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). In order to provide for a continuity of experience by establishing a system of staggered terms, at the first meeting at which unit owners other than the Developer elect a majority of the Directors, the number of Directors to be elected shall be increased to five (5). The two (2) candidates receiving the highest

number of votes shall be elected for two (2) year terms. The three (3) candidates receiving the next highest number of votes shall be elected for one (1) year terms. Alternatively the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director will serve until the annual meeting at which his successor is duly elected, unless he sooner resigns or is recalled as provided in 4.5 below. Directors shall be elected by the members at the annual meeting, 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 Nominations and Elections. At each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring or vacancies to be filled. Proxies may not be used. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver 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 the Board of Directors shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Not less than thirty (30) days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. There shall be no quorum requirement, however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. A unit owner who needs assistance in casting the ballot by reason of blindness, disability or inability to read or write may obtain assistance in casting the ballot. Directors shall be elected by a plurality of the votes cast at the annual meeting. 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 vote for any nominee, it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off may be held to break a tie vote.

4.4 Vacancies on the Board. Any vacancy occurring on the Board may be filled by a majority vote of the remaining Directors, except that a vacancy resulting from removal of a Director by the members, other than the Developer, shall be filled by a vote of the membership, and the voting interests owned or controlled by the Developer shall not be counted for that purpose. Members shall also vote to fill a vacancy if there are not sufficient remaining Directors to constitute a quorum. No proxy may be used.

4.5 Removal of Directors. Directors appointed by the Developer may be removed only by the Developer. All other Directors may be removed with or without cause by a majority vote of the entire membership, other than the Developer, 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.

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 annual meeting at 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 telegram at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present, shall be open to members, and notices of all Board meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. The notice shall specifically incorporate an identification of agenda items. Notice of any Board meeting where assessments against units are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of the assessments. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements set forth in Section 6.2 below. Written notice of any meeting at which nonemergency special assessments, or amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to the members and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with the 14 day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Any member may tape record or videotape Board meetings and may speak at such meeting, pursuant to reasonable rules, with reference to all designated agenda items.

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. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

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 statutes.

4.12 Presumption of Assent. 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 such action or abstained from voting because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board Meetings. A vote or abstention shall be recorded in the minutes for each Director

present.

4.13 Adjourned Meetings. The majority of those present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided the notice required by Section 4.8 above was given for the meeting which was adjourned and further provided that a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.14 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 those present.

4.15 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 respective duties.

4.16 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee to encourage persons to become candidates for the Board or such other committee 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.

4.17 Representatives to Commons Association and Master Association. The Board of Directors shall appoint a representative to serve as a Director of the Laguna Royale Commons Association. If the Commons Association does not have three member associations, the Board shall appoint three representatives to serve as Directors of the Commons Association. The Board of Directors shall appoint a Neighborhood Representative to cast the votes, where required, on matters before the Vineyards Community Association (Master Association). The Neighborhood representative shall represent the collective votes of the Members of Laguna Royale Condominium Association. The Neighborhood Representative shall not be required to obtain a consensus or approval on any voting matters from the unit owners, except as required specifically by the Master Association Declaration.

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 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 or more offices. The Board may, from time to time, 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.

5.2 President. The President shall be the chief executive officer of the Association; he 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. He 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 shall, in the absence or disability of the President, 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. He shall give, or cause to be given, 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. He 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 designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements 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. He 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 of Condominium shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its accounts in such federally insured accounts or investments with such financial institutions doing 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. The Board may invest Association funds in interest-bearing accounts, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed or served on the owner of each unit and posted conspicuously on the condominium property not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members subsequently determine by majority vote of the total voting interests voting in person or by limited proxy at a duly called meeting to fund no reserves or less than adequate reserves for a 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 6.2 above. Reserves funded under this paragraph shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by a majority of the voting interests present and voting at a members' meeting called for the purpose.

6.4 Other Reserves. In addition to the statutory reserves provided in 6.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to 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 each year. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Failure to receive notice of the assessment shall not excuse the obligation to pay. 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 shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed 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 assessment. The total of all special assessments made 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 special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s), with any excess funds returned to the members or applied as a credit toward future assessments.

6.7 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in the minimum amount of \$10,000.00 for each such person unless a higher amount is required by the Board of Directors. The premiums on such bonds shall be a common expense.

6.8 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, not later than sixty days after the close of each fiscal year, the Board shall distribute to the owners a financial report showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, and an income and expense statement for the year, detailed by accounts.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association shall be maintained in the association's name and may not be commingled. Reserve funds

and any interest accruing thereon shall remain in a separate reserve account for authorized reserve expenditures unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. All payments on account by a unit owner shall be first to interest, delinquencies, costs and attorney's fees, other charges, and regular or special assessments, in such manner and amounts as the Board of Directors may determine, subject to Section 10.6 of the Declaration.

6.11 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 change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation, use, maintenance, management and control of the common elements and 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 owners 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 Board of Directors may levy reasonable fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The 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 amount allowed by law. The procedure for imposing such fines shall be as follows:

- A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other unit owners 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 statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated;
 3. A short and plain statement of the matters asserted by the Association; and
 4. The amount of any proposed fine.
- B. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

8.2 Mandatory Non-Binding Arbitration. Unless otherwise provided by Florida law, prior to the institution of court litigation the parties to a dispute as defined by the Condominium Act shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes for non-binding arbitration, which shall be conducted pursuant to rules promulgated by the said Division. Provided, however, that any dispute involving title to any unit or common element; the interpretation or enforcement of any warranty; or the levy of a fee or assessment; or the collection of an assessment levied against any party shall not be subject to the provisions of this paragraph.

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' Rights to Elect Board of Directors. When owners other than the Developer own fifteen percent (15%) or more of the units, the owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer become entitled to elect a majority of the members of the Board of Directors upon the first of the following events to occur:

- A. Three years after fifty percent (50%) or more of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- B. Three months after ninety percent (90%) or more of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- C. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
- D. When all of the units have been completed, and some of them have been conveyed to purchasers, and none of the rest are being offered for sale in the ordinary course of business; or
- E. Seven years after recordation of the declaration of condominium.

9.2 Developer's Right to Designate Members of Board of Directors. Except as provided above, the Developer shall be entitled to designate at least one Director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units.

9.3 Notice of Members' Meetings. Within seventy-five (75) days after unit owners other than the Developer are entitled to elect one or more Directors, the Association shall call, upon not less than sixty (60) days notice, a meeting of the unit owners to elect the member or members of the Board. The meeting may be called and the notice given by any unit owner if the Association fails to do so. The meeting at which unit owners other than the Developer first elect a majority of the Directors is referred to as the "turnover meeting".

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

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

9.5 Transfer of Association Control. At the turnover meeting, when unit owners other than the Developer elect a majority of the Directors of the Association, the Developer relinquishes control of the Association, and the unit owners automatically assume control. At the time of the turnover meeting the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to unit owners other than the Developer prior to the above mentioned 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 the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of the Developer's decision to cause its appointees to resign is given to unit owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations, even if unit owners other than the Developer refuse or fail to assume control.

10. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

10.1 Proposal. Except as otherwise provided in the Declaration of Condominium as to amendments made by the Developer, amendments to these Bylaws shall be proposed by a majority of the Board or upon written petition 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 still 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 at any annual or special meeting, provided that notice of any proposed amendment has been given to all the members in accordance with law. Amendments may be adopted without a meeting by following the procedure set forth in Section 3.12 of these Bylaws.

10.4 Recording: Effective Date. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers 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 each Declaration of Condominium for all condominiums

operated by the Association is recorded.

11. MISCELLANEOUS.

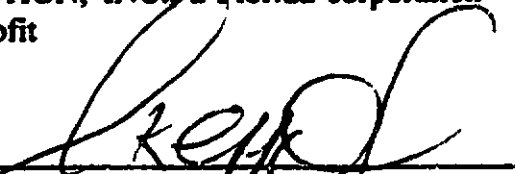
11.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

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

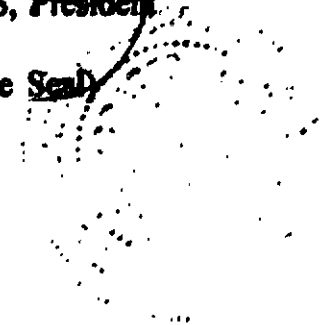
11.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these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

The foregoing constitute the first Bylaws of Laguna Royale Condominium Association, Inc., and were duly adopted at the first meeting of the Board of Directors held on MARCH 15, 1995.

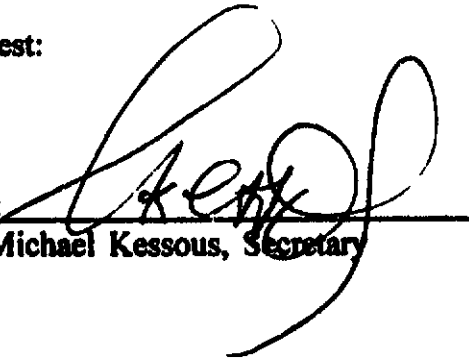
LAGUNA ROYALE CONDOMINIUM
ASSOCIATION, INC., a Florida corporation
not for profit

By: 
MICHAEL KESSOUS, President

(Corporate Seal)



Attest:

By: 
Michael Kessous, Secretary

LAGUNA ROYALE CONDOMINIUM ASSOCIATION, INC. INITIAL RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Association properties, condominium property, the common elements, the limited common elements, and the units, shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that these rules are faithfully observed by their families, guests, and invitees, servants, lessees, and persons over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

1. BUILDING APPEARANCE AND MAINTENANCE:

- (a) The sidewalks, walkways, entrances, and stairs must not be obstructed or used for any purpose other than ingress and egress to and from the units, nor shall any carriages, toys, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left thereon.**
- (b) Personal property of unit owners shall not be stored outside their units. Unit owners may keep normal porch furniture on their lanais.**
- (c) No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways or entry ways, nor shall any linens, cloths, clothing, curtain, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, balconies or entry ways, or exposed on any part of the limited common elements and the common elements shall be kept free and clear of refuse, debris and other unsightly material.**
- (d) No unit owner shall allow anything to fall from the windows, walkways, balconies, entry ways or doors of the premises, nor shall he sweep or throw from his unit any dirt or other substances outside of his unit or on the limited common elements or common elements of the Condominium.**
- (e) Refuse and garbage shall be deposited only in the area provided therefor. All garbage must be bagged.**
- (f) No unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, or licenses, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall operate upon or permit to be operated a phonograph, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium.**
- (g) No exterior radio or television antenna installation, or other wiring, shall be installed without the written consent of the Board of Directors.**

- (h) No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the units, limited common elements or common elements by any unit owner or occupant without written permission of the Board of Directors.
- (i) No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use.
- (j) Unit owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of the buildings.
- (k) The coverings and appearance of windows and doors, whether by draperies, shades or other materials visible from the exterior of the unit, shall be white or off-white in color.
- (l) Hurricane shutters must comply with the specifications adopted by the Board of Directors.

2. **ALTERATION OF CONDOMINIUM:** Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. For example, no unit owner may install screen doors, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Association. All such additions, changes or alterations must be presented in writing to the Board of Directors for approval accompanied by written plans or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against, or indemnified as to, construction liens and/or claims arising from such work.

3. **EMERGENCIES IN OWNER'S ABSENCE:** In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the Association may retain pass-keys to all units.

Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit prior to his departure in the following manner:

- (a) By removing all furniture, plants and other objects from around the outside of the unit; and
- (b) By designating a responsible caretaker to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker will notify the Association prior to making any entry to the unit during the owner's absence.

4. **PETS:** The Board may impose reasonable restrictions upon how and where pets may be permitted upon the common elements in accordance with the Declaration of Condominium.

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAGUNA ROYALE COMMONS ASSOCIATION, INC., a Florida corporation, filed on May 13, 1994, as shown by the records of this office.

The document number of this corporation is N94000002478.

OR: 2057 PG: 0842

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of May, 1994



Jim Smith

Jim Smith
Secretary of State

FILED
MAY 19 PM 3:03
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION
OF
LAGUNA ROYALE COMMONS ASSOCIATION, INC.

Pursuant to Section 617.013, Florida Statutes, these Articles of Incorporation are created by LAGUNA DEVELOPERS, INC., a Florida corporation, as sole incorporator, for the purposes set forth below.

ARTICLE I: NAME

The name of the Corporation is LAGUNA ROYALE COMMONS ASSOCIATION, INC., and its address is 2375 Tamiami Trail North, Suite 208, Naples, Florida 33940.

ARTICLE II: PURPOSE AND POWERS

The purposes for which the Corporation is organized are:

1. To provide an entity for the ownership, maintenance and operation of certain structures, infrastructures, areas and recreational and common facilities for the Laguna Royale Complex, located in The Vineyards Development, Naples, Collier County, Florida.
2. To regulate the use of all of the areas and structures placed under the jurisdiction of this corporation by means of the Declaration of Restrictive Covenants and Easements for Laguna Royale.
3. To enforce the provisions of the Declaration of Restrictive Covenants and Easements for Laguna Royale.

ARTICLE III: NON-STOCK, NON-PROFIT

The Corporation is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Corporation shall be distributed or inure to the private benefit of any member, director or officer. All funds and the title to all property acquired by the Corporation shall be held for the benefit of the members of the Corporation in accordance with the provisions of these Articles of Incorporation and the Bylaws.

ARTICLE IV: POWERS

For the accomplishment of its purposes, the Corporation shall have all of the common law and statutory powers and duties of a Florida corporation not for profit, except as limited or modified by these Articles or the Bylaws, including without limitation the following:

- A. To own, acquire and convey land, and to operate, maintain, and manage those lands owned or to be owned by the Corporation and such other lands which the Corporation is responsible to maintain, including the land described in Exhibit "No. 1," attached hereto.
- B. To operate, maintain, manage and keep in good repair, any of the improvements and amenities upon lands owned by the Corporation and upon lands which the Corporation is responsible to maintain, including, without limitation, swimming pools, structures, infrastructures, bathhouse, common roads and streets, garages and parking areas (both covered, if any, and not covered) and other structures for the use of the Corporation's members.
- C. To landscape all lands owned by the Corporation, and all lands which the Corporation is responsible to maintain, and to contribute to the artistic and architectural building and construction standards of all lands owned or maintained by the Corporation, and all buildings and improvements situate, lying and being within that area of Collier County, Florida, described in Exhibit "E-1" hereto.
- D. To make available to the members of the Corporation, services and facilities for the enjoyment of the properties herein mentioned, and to promote the social welfare, security, pleasure, recreation, entertainment, and common good of the members.
- E. To assess against the members of the Corporation, fees for the operation and maintenance of the Corporation in order to enable the Corporation to perform its purposes as set forth herein and in the Bylaws of the Corporation, and such other purposes as may be allowed by law.
- F. To borrow or raise money for any of the purposes of the Corporation and from time to time without limit as to amount, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Corporation, whether at the time owned or thereafter acquired.
- G. To participate in mergers and consolidations with other non-profit corporations organized for the operation of property within the Silver Oaks Complex, or annex additional property and Common Area.
- H. To grant easements upon and across Corporation property for ingress and egress; utilities; and grant easements of support, airspace, and for encroachments for condominium buildings to be constructed upon corporation property, golf cart paths, the playing of golf and such other purposes as the Association deems necessary.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

The members of this Corporation shall be all record title owners of residential living units located within Laguna Royale Complex.

Whenever a vote of the members is required, each member Association shall be entitled to one vote in Corporation matters for each residential living unit within that Association. The manner of exercising voting rights shall be as set forth in the Bylaws.

The share of a member in the funds and assets of the Corporation cannot be assigned, withdrawn or transferred in any manner except as an appurtenance to the residential living unit owned by the member.

ARTICLE VI: DIRECTORS AND OFFICERS

The affairs of the Corporation shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors may be, but do not have to be, officers or directors of their respective Associations.

Directors shall be appointed or elected by the Condominium or Homeowners' Associations 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.

The business of the Corporation shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its annual organizational meeting and shall serve at the pleasure of the Board.

ARTICLE VII: TERM

The term of the Corporation shall be perpetual.

ARTICLE VIII: BYLAWS

The Bylaws of the Corporation shall be the Bylaws as originally adopted by the Corporation as they may be amended from time to time. The Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE IX: AMENDMENTS

These Articles of Incorporation may be altered or amended at any regular or special meeting of the members, provided that: (1) written notice of the meeting is given in the manner provided for in the Bylaws, and the notice contains the full text of the proposed alteration or amendment; and (2) the proposed alteration or amendment is approved by the affirmative vote of at least a majority of the voting interests.

No amendment of these Articles or of the Bylaws shall be effective to change the voting rights of any member, or to change the proportion or percentage by which a member shares the expenses of the

Corporation.

An amendment shall become effective after filing with the Secretary of State and after being recorded in the Public Records of Collier County, Florida. For recording purposes, the amendment shall be attached to a certificate executed by the officers of the Corporation with the formalities of a deed. The certificate must identify the book and page of the Public Records where each Declaration of Condominium for all condominiums in the Laguna Royale Complex are kept.

ARTICLE X: INITIAL DIRECTORS

The initial Director of the Association shall be:

Michael Kessous
2375 Tamiami Trail North
Suite 208
Naples, Florida 33940

ARTICLE XI: INITIAL REGISTERED AGENT

The initial registered office of the Association shall be at:

2375 Tamiami Trail North
Suite 207
Naples, Florida 33940

The initial registered agent at said address shall be:

Jane Yeager Cheffy, Attorney at Law

ARTICLE XII: INDEMNIFICATION

To the fullest extent permitted by Florida law, the Corporation shall indemnify and hold harmless every Director and every officer of the Corporation 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 may be a party because of his being or having been a Director or officer of the Corporation. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his 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 Corporation, in a proceeding by or in the right of the Corporation 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.

D. Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Corporation.

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 interest of the Corporation. 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.

WHEREFORE the incorporator has caused these presents to be executed this 10 day of May, 1994.

INCORPORATOR:
LAGUNA DEVELOPERS, INC., a Florida corporation 2375 Tamiami Trail North, #208 Naples, FL 33940

BY: [Signature]
Michael Kessous, President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Kessous, (one of the following should be checked; if none are checked, he is personally known to me) who is personally known to me, or ___ has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 10 day of May, 1994.

[Signature]
NOTARY PUBLIC

LISA M. CALYORE

Printed Name of Notary

My Commission Number is: CC115665

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JUN 5, 1998.
WITNESSED THROUGH NOTARY PUBLIC UNDERWRITER.

(SEAL)

OR: 2057 PG: 0847

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for LAGUNA ROYALE COMMONS ASSOCIATION, INC., a Florida not for profit corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.


JANE YEAGER CHEFFY

OR: 2057 PG: 0848
FILED
94 MAY 13 PM 3: 03
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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BYLAWS
OF
LAGUNA ROYALE COMMONS ASSOCIATION, INC.

1. **GENERAL.** These are the Bylaws of Laguna Royale Commons Association, Inc., hereinafter the "Corporation", a corporation not for profit organized under the laws of Florida. **THIS IS NOT A CONDOMINIUM ASSOCIATION.**

1.1 **Principal Office.** The initial principal office of the Corporation shall be 2375 Tamiami Trail North, Suite 208, Naples, Florida 33940.

1.2 **Seal.** The seal of the Corporation shall be inscribed with the name of the Corporation, 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.

2. **DEFINITIONS.** The following definitions shall apply to the terms used in the Articles of Incorporation and these Bylaws:

2.1 **"Laguna Royale Complex"** shall mean and refer to that land on which all of the residential living units within the Laguna Royale Complex and all of the Commons Association facilities and structures shall be located.

2.2 **"Association"** shall mean and refer to any one or more of the condominium or homeowners' associations located within the Laguna Royale Complex.

2.3 **"Board"** shall mean and refer to the Board of Directors of this Corporation.

2.4 **"Common Area"** means the real property owned or to be owned by the Commons Association, and certain improvements thereon (excluding condominium buildings and any other residential living units), which will be owned by either the Members individually or owned as common elements of the Associations.

2.5 **"Condominium"** shall mean and refer to any residential condominium within the Laguna Royale Complex.

2.6 **"Corporation"** shall mean and refer to Laguna Royale Commons Association, Inc.

2.7 **"Corporation Property"** shall mean and refer to all lands owned by the Corporation, together with certain non-residential buildings, improvements and amenities located thereon, sometimes called the "Common Area" and/or "Limited Common Area", as well as all personal property of the Corporation.

2.8 "Declaration" shall mean and refer to the Declaration of Restrictive Covenants and Easements of Laguna Royale.

2.9 "Developer" shall mean and refer to Laguna Developers, Inc., a Florida corporation, its successors and assigns.

2.10 "Limited Common Area" means and includes those common areas owned by the Commons Association which are reserved for the use of a certain residential living unit or units to the exclusion of other residential living units in any of the Associations that are Members of the Commons Association.

2.11 "Member" or "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Residential Living Unit developed by Developer upon any portion of the Properties subject hereto but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any holder of a mortgage encumbering a Residential Living Unit unless and until such holder has acquired title thereto pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

2.12 "Unit" or "Residential Living Unit" shall mean and refer to any single family residence located in the Laguna Royale Complex, including condominium units, villas, townhouses, or any other form of residence.

3. MEMBERSHIP.

3.1 Qualifications. Every owner of a Residential Living Unit, and the Developer, shall be a Member of the Association, and no Owner shall have more than one membership in the Association in respect to any Residential Living Unit. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner's Residential Living Unit, and every membership of any Owner in the Association shall be appurtenant to and inseparable from ownership of his Residential Living Unit. Ownership of such Residential Living Unit shall be the sole qualification for membership of an Owner in the Association.

3.2 Voting Interests. When a vote of the Members is required herein or by law, each Member shall be entitled to one (1) vote in the affairs of the Corporation for each residential living unit owned. Such votes shall be cast by the Board of Directors of this Corporation who are designated by each Board of Directors of the respective Associations located within the Laguna Royale Complex. The term "a majority of the voting interests" in cases of Membership votes shall mean the number of votes equal to one-half of the total number of residential living units in the Laguna Royale Complex, plus one vote.

3.3 Meetings of Members. Inasmuch as the affairs of the Corporation shall largely be governed and managed by the Board of Directors of the Corporation, there shall be no separate meetings of the Members related to the activity of this Corporation. The Members shall exercise their voting rights, when a vote of the Members is required, through their representatives on the Board of Directors, which shall hold annual organizational meetings, regular meetings, and special meetings, in the manner prescribed in Section 4 of these Bylaws.

4. BOARD OF DIRECTORS.

4.1 Number of Directors. The Corporation shall be governed by a Board of Directors initially consisting of three (3) Directors. The number of Directors shall automatically increase as Associations are created so as to allow for one director from each Association to be on the Board of Directors of the Corporation. The Directors of the Corporation shall have a fiduciary relationship to the Members.

4.2 Selection of Directors. Except as otherwise provided in 11.1 below, the Board of Directors of each Member Association shall designate in writing one (1) individual who shall serve as a Director of this Corporation from the next annual organizational meeting of the Board of Directors until the following annual organizational meeting, or until their earlier death, resignation or removal. The designation shall be made in the time and manner as set forth in the By-laws of the Member Associations. Each such designee shall be a unit owner or spouse of a unit owner of the Member Association he represents and may be an officer or director thereof. If there are less than three Member Associations, each Association shall designate three (3) Directors.

4.3 Organizational Meeting of Directors. The annual organizational meeting of the Board of Directors shall be held during February or March, but not later than March 15, of each year, at which time the newly-designated Directors shall elect officers and conduct such other business as they may deem appropriate. At the organizational meeting the Board may adopt a resolution authorizing the President or other executive officer to spend Corporation funds during the summer months and shall place reasonable limitations on that authority. Written notice of the annual organizational meeting shall be sent to each Member at least fifteen (15) days in advance of the annual organizational meeting.

4.4 Regular Meetings. Regular meetings of the Board may be held according to a prearranged schedule at such time and place in Collier County, Florida, as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days prior to the day named for such meeting.

4.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of at least two (2) Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by telephone or telegram, which notice shall state the time, date, place and purpose of the meeting. Business conducted at special meetings shall be limited to matters stated in the notice of the meeting.

4.6 Notice to Associations. All meetings of the Board of Directors of the Corporation shall be open to attendance by all members of the Corporation and notices of all Board meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance, except in an emergency. Notice shall include a general outline of the agenda for the meeting. Notice of any Board meeting where assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of the assessments. The right to attend does not include the right to participate unless permitted by the Board.

4.7 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.

4.8 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of at least a majority of the Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.9 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except as otherwise provided below. Directors may not vote by proxy at Board meetings.

4.10 Presumption of Assent. 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 such action or abstained from voting because of an asserted conflict of interest.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum has been attained, may adjourn the meeting from time to time.

4.12 Removal, Filling of Vacancies. Any Director (except those appointed by the Developer) may be removed with or without cause by the Board of Directors of the Member Association that appointed him. Such removal shall be evidenced by presentation of a duly adopted resolution of the Board of Directors of said Association; all vacancies shall be filled by the Board of Directors of said Association.

4.13 Resignation. Any Director may resign by written notice to the Corporation, which resignation shall take effect upon receipt, unless another date is specified in the notice. Any Director who is absent from three (3) consecutive meetings of the Board shall be deemed to have tendered his resignation as of the date of the third meeting, and the Member Association which appointed such Director shall be notified in writing and requested to appoint a replacement. The replacement shall not be the same person who was just removed.

4.14 Powers. The property and business of the Corporation shall be governed by the Board of Directors, which may exercise all corporate powers not prohibited by law, the Articles of Incorporation, the Declaration or these Bylaws. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A. To levy and collect fees and assessments in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws, and to establish the time and manner within which payment of same are due;
- B. To use and expend the fees and assessments collected for those purposes set forth in the Articles of Incorporation, the Declaration and as may be permitted by law;
- C. To perform all functions set forth in the Declaration, the Articles of Incorporation, and as may be permitted by law, and in conjunction with the foregoing, to purchase the necessary equipment, furnishings, fixtures, accessories and tools necessary or incidental

to the maintenance of the Corporation Property;

- D. To collect delinquent fees and assessments by suit or otherwise;
- E. To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Corporation;
- F. To enter into such contracts and bind the Corporation thereby as the Board of Directors may deem reasonable in order to carry out the powers and functions of the Board of Directors, including the power to borrow money;
- G. To make reasonable rules and regulations for the use of Corporation Property and for the operation of the Corporation;
- H. To assign the exclusive use of parking spaces located on Corporation property to individual unit owners; and
- I. To grant easements across Corporation property for access, support, air space, encroachments, utilities, golf cart paths, and such other easements or actions as the Corporation deems necessary.

4.15 Limitation on Powers. The Board of Directors may not purchase any land, nor make any material alterations of or substantial additions to the Corporation Property or the facilities located thereon costing more than \$5,000 in the aggregate in any twelve month period, without the prior written approval of the Boards of Directors of all of the Associations in the Laguna Royale Complex. However, if work necessary to insure, protect, maintain, repair or replace the Corporation Property or facilities also constitutes a material alteration or substantial addition, the foregoing limitation shall not apply.

4.16 Compensation. Directors and officers shall not receive compensation for their services as such, but may, at the discretion of the Board of Directors, receive reimbursement for so-called "out-of-pocket" expenses incurred in the actual performance of their duties.

4.17 Order of Business. The order of business at all meetings of the Board shall be substantially as follows:

- A. Roll call;
- B. Proof of Notice of Meeting or Waiver of Notice;
- C. Reading of minutes of last meeting;
- D. Reports of officers;
- E. Reports of committees;
- F. Unfinished business;
- G. New business;
- H. Adjournment.

4.18 Committees. The Board of Directors may, by resolution, designate such standing or temporary committees as it may deem advisable or as may be required herein, provided that the composition of every committee shall include at least one unit owner or spouse of a unit owner from each of the Associations. Each such committee shall have such authority as shall be specified in the resolution designating such committee. The Board of Directors shall have the power at any time to

remove any individual serving on any such committee or committees, with or without cause, and to fill vacancies in and to dissolve such committee or committees. Each committee designated by the Board of Directors shall keep regular minutes of its meetings and shall report the same to the Board when required. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual executive Director of any responsibilities imposed by law.

4.19 Minutes and Inspection. Minutes of all meetings of the Board of Directors shall be kept in a business like manner and shall be available for inspection by Members or their authorized representatives, and by Board Members at reasonable times. The corporation shall retain these minutes for at least seven (7) years.

5. OFFICERS. The officers of the Corporation shall be a President, and one or more Vice Presidents, all of whom must be Directors of the Corporation, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. All officers must be unit owners or spouses of unit owners. Any two of said offices may be held by one person, except that the President shall not hold any other office. The Board of Directors may appoint such other officers as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The officers of the Corporation have a fiduciary duty to the Members.

5.1 Tenure of Officers. All officers of the Corporation shall hold office until their successors are elected and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the affirmative vote of the majority of the Directors. Any officer may resign at any time by giving written notice to the Corporation and unless otherwise specified therein, the resignation shall become effective upon receipt. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors of the corporation.

5.2 The President.

- A. The President shall preside at all meetings of the Directors; he shall have general and active management of the business of the Corporation; he shall see that all orders and resolutions of the Board of Directors are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by statute to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation;
- B. He shall have general superintendency and direction of all the other officers of the Corporation and shall see to the best of his ability that their duties are performed properly;
- C. He shall submit a report of the operations of the Corporation for the fiscal year to the Board of Directors whenever called for by the Board; and from time to time shall report to the Board all matters within his knowledge which the best interest of the Corporation may require to be brought to their notice;
- D. He shall hold an ex-officio position on all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the president of a corporation.

5.3 The Vice-President. The Vice-President, or if there be more than one, the Vice-Presidents, according to the order of their election appointment, shall be vested with all powers and duties required to perform the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

5.4 The Secretary.

- A.** The Secretary shall be responsible for the keeping of the minutes of the meetings of the Board of Directors in one or more books provided for that purpose;
- B.** He shall see that all notices are duly given in accordance with these Bylaws, or as required by statute;
- C.** He shall be the custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws or as required by statute;
- D.** He shall keep a register of the post office address of each Member;
- E.** In general, he shall perform all duties incident to the office of secretary and such other duties as from time to time may be prescribed by the President or the Board of Directors.

5.5 The Treasurer.

- A.** The Treasurer shall be responsible for keeping full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall cause all monies and other valuable effects to be deposited or kept in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors;
- B.** He shall oversee the disbursement of funds of the Corporation, take proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Corporation;
- C.** He shall be the chairman of the Budget Committee, if any;
- D.** He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration of the Corporation in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of the bond; and

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- E. In general, he shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be prescribed by the President or the Board of Directors.

6. ASSESSMENTS AND FEES.

6.1 Method of Establishing Assessments. In accordance with Section 10.5 below, before the first day of December of each year, the Board of Directors shall consider and adopt an annual operating budget in amounts believed to be sufficient to enable the Corporation to perform its functions for the ensuing year. Based upon the amount of monies determined to be needed for the operation of the Corporation, the Board of Directors shall assess against each Association its proportionate share of the budget, such proportionate share being determined by the ratio which the number of residential living units contained in the particular Association bears to the total number of residential living units in the Laguna Royale Complex. Each Association shall, as provided for in the Declaration of Condominium or other governing documents pertaining to such Association, apportion such annual assessments among its unit owners in the shares provided in said governing documents.

6.2 Payment of Annual Assessments. Annual assessments shall be billed in quarterly installments payable in advance on the first day of January, April, July and October of each year.

6.3 Limitation on Change in Assessments. The Board of Directors of the Corporation shall not increase a Member's annual assessment by more than twenty percent (20%) over and above the respective Member's annual assessments for the preceding year without the unanimous approval of the Board of Directors of the Corporation.

6.4 Collection of Assessments. The Board of Directors of the Corporation shall be authorized to adopt and promulgate rules and regulations for the collection of all assessments, and the determination and collection of assessments against the Members shall be subject to the following provisions:

- A. Assessments or installments thereof remaining unpaid longer than ten (10) days after the due date shall bear interest from the due date at the highest rate allowed by law; all payments on account shall be first applied to interest and then to the assessment payment first due;
- B. No Member may exempt itself from liability for its assessment hereunder by waiver of the use and enjoyment of any of the Corporation property.

7. USE RESTRICTIONS.

7.1 Declaration. The Declaration of General Covenants, Conditions and Restrictions for The Vineyards and the Declaration of Restrictive Covenants and Easements of Laguna Royale shall govern the use of the Corporation Property and the conduct of the Members of the Corporation and their respective unit owners, occupants and/or guests.

7.2 Promulgation of Rules. In addition to the Declarations reasonable regulations concerning the use of Corporation Property may be made and amended from time to time by the Board

of Directors. Copies of such regulations and amendments thereto shall be made available to all unit owners in the Laguna Royale Complex.

8. INSURANCE.

8.1 Required Coverage. The Board of Directors of the Corporation shall obtain and maintain at all times the insurance listed below. The named insured on all insurance policies upon the Corporation Property shall be the Corporation individually and as agent for each Member and their respective unit owners, without naming them.

- A. Liability Insurance: Public liability insurance covering all of the Corporation Property and insuring the Corporation, the Members, and their respective unit owners as their interests appear, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be one million dollars. Premiums for such insurance shall be chargeable as an expense of the Corporation and shall be assessed against and paid by each of the Members as provided for in Section 6 hereof. The Corporation shall not be responsible for purchasing liability insurance to cover accidents occurring outside the Corporation Property;
- B. Property Insurance: Insurance against vandalism, malicious mischief, fire, windstorm and other perils normally covered by a standard "all-risk" property contract, insuring all of the insurable improvements upon the land owned and to be owned by the Corporation and all personal property included as Corporation Property, for a minimum of eighty percent (80%) of the full replacement value, together with such other insurance as the Corporation may deem necessary. Premiums for such insurance shall be chargeable as an expense of the Corporation and shall be assessed against and paid by each of the Members as provided for in Section 6 hereof. The Corporation shall annually make an analysis to determine replacement costs for insurance purposes for all of the then existing improvements for the ensuing year. Said insurance shall not insure against damage to property other than Corporation Property;
- C. Such other insurance as the Board of Directors of the Corporation shall determine from time to time to be desirable. Premiums for such insurance shall be an expense of the Corporation and shall be assessed against and paid by each of the Members as provided for in Section 6 hereof.

8.2 Distribution of Proceeds. If a loss occurs for which the proceeds of insurance policies are received, payments under the policies shall be disbursed and expended in the following manner:

- A. To the officers of the Corporation responsible for the conduct of the Corporation's financial affairs. Said officers shall be bonded at the Corporation's expense, at least to the full extent of the insurance proceeds and other funds on hand, and all such payees shall endorse the insurance company's check payable to the Corporation;
- B. If the damage for which the proceeds are paid is to be repaired or reconstructed, the Corporation shall pay the proceeds to defray the costs thereof as elsewhere provided. Any proceeds remaining after the defraying of such costs shall be distributed to the

Corporation to be used for the benefit of the Members;

- C. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Members.

8.3 Corporation as Agent. The Corporation is irrevocably appointed agent for each Association, the respective unit owners, and for each holder of a mortgage or other lien upon a residential living unit, and for each owner of any other interest in the Corporation property to adjust all claims arising under insurance policies purchased by the Corporation and to execute and deliver releases for payment of claims.

8.4 Condominium Property. Each Association and their respective unit owners shall obtain insurance coverage at their own expense upon their own property and for their own personal liability.

8.5 Reconstruction or Repair After Casualty. If any part of the Corporation Property shall be damaged by casualty, a decision as to whether or not it shall be reconstructed or repaired shall be made by the Board of Directors of the Corporation in accordance with the provisions of Article 10 of the Declaration. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair, and if the Board of Directors has determined to proceed to reconstruct and repair, the Board may make a special assessment against each Association in order to obtain the funds sufficient for the payment of such costs. Such special assessments shall be assessed against each Association based upon the ratio which the number of residential living units contained in the particular Association bears to the total number of residential living units in the Laguna Royale Complex, and as provided for in Section 6.1 above.

9. NOTICES.

9.1 Method. Except as otherwise required, notices to Directors and each Member shall be in writing and delivered personally or mailed to the Directors and each Member at their addresses appearing on the records of the Corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited properly addressed with sufficient first class postage in the U.S. mails. Notice to Directors may also be given by telegram, telephone, or in person.

9.2 Waiver. Whenever any notice is required to be given, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. The attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

10. FINANCES.

10.1 Fiscal Year. The Corporation shall operate on a fiscal year beginning on the first day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change to a different fiscal year basis whenever deemed expedient for the best interest of the Corporation.

10.2 Checks. All checks or demands for money and notes of the Corporation shall bear two signatures, and may be signed by any of the following officers; President, Vice President, Secretary or Treasurer or by such officer or such other person or persons as the Board of Directors may from time to time designate.

10.3 Annual Financial Statement. The Board shall provide a written financial statement prepared by an independent certified public accountant to the Board of Directors of each Member within ninety (90) days after the end of each fiscal or calendar year as to the total fees and assessments and other income and as to the method of disbursement of said funds. The minimum report required shall be a compilation, as defined by the Florida Board of Accountancy.

10.4 Depository. The Corporation shall maintain its accounts in such financial institutions 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. The Board may invest Corporation funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

10.5 Budget. The Treasurer shall prepare or cause to be submitted to the Board, not later than November 1 of each year, a proposed budget for the next year. The proposed budget shall be detailed and shall show the amounts budgeted for income and expense by accounts. The Board of Directors shall, not later than November 30 of each year, adopt an annual budget for the next fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting at which the budget will be considered shall be mailed to or served on each Director not less than fourteen (14) days prior to that meeting.

10.6 Reserves. In addition to the operating expenses provided in the budget, the Board may establish one or more reserve accounts for contingencies, operating expenses, repairs, improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to minimize the need for special assessments. The amounts proposed to be so reserved shall be shown in the annual budget. These funds may be spent for any purpose approved by the board.

10.7 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Articles of Incorporation or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any assessments must contain a statement of purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited to the Members.

11. PROVISIONS RELATED TO DEVELOPER.

11.1 Appointment of Directors. The Developer of Laguna Royale Complex, shall have the right to appoint all of the Directors of the Corporation until control of all Associations in the Laguna Royale Complex has been turned over to unit owners other than the Developer. Within thirty (30) days thereafter, each Association shall designate one or more directors to serve until their successors are designated and the next annual organizational meeting is held, as provided in Section 4.2 and 4.3 above.

11.2 Subsidy of Corporation Expenses. During the period of Developer control, the

Developer will fund the difference, if any, between Corporation income from Members and the actual expenses incurred. The foregoing shall not obligate the Developer to contribute to the funding of any reserve accounts for capital expenditures or deferred maintenance.

11.3 Title to Common Areas. Developer will initially retain the legal title to the Common Areas and Limited Common Areas. Within sixty (60) days after owners other than the Developer first select a majority of the Board of Directors as provided in 11.1 above, Developer shall convey the title to the Common Areas and Limited Common Areas to the Corporation and the Corporation shall accept such conveyance, subject to the assignments of the parking spaces in the Limited Common Areas, if any, to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. Commencing with the date the Declaration of Condominium for Laguna Royale, is recorded, the Corporation shall be responsible for the maintenance and administration of the Corporation Property, and for the payment of any taxes assessed against the Corporation Property and any improvements and personal property thereon accruing from and after the date of such recordation. Developer shall have the right from time to time to enter upon the Corporation Property during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Corporation Property that Developer elects to build. The aforesaid parking spaces shall be assignable and transferable. Upon sale of a unit or property to which a parking space is appurtenant, the seller shall be required to assign and transfer the parking space with his property.

12. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

12.1 Proposal. Amendments to these Bylaws may be proposed by the President or by any two (2) Directors.

12.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed, the appropriate notices and copies of the text of the proposed amendments shall be mailed to all Directors with notice of a meeting at which the amendments will be voted on.

12.3 Vote Required. Except as otherwise provided, these Bylaws may be amended by concurrence of at least two-thirds (2/3) of the Directors at any meeting called for that purpose. The text of any proposed amendment shall be contained in the notice of such meeting.

12.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Corporation 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 of Condominium or other governing documents for each development in the Silver Oaks Complex are recorded.

13. COMPLIANCE AND DEFAULT; REMEDIES. In addition to any other remedies provided by law, the following provisions shall apply:

13.1 Fines. The Board of Directors may levy reasonable fines against Members or against Associations whose unit owners commit violations of the rules and regulations, or condone such violations by their family Members, guests or lessees. The fines shall be in an amount deemed

necessary by the Board to deter future violations, but in no event shall any fine exceed \$500.

13.2 Suspension of Use Rights. The Board of Directors may suspend the right of any unit owner, or his guest, tenants, and family Members, to use Corporation Property for the period of time the owner shall have failed to pay any fine levied under 13.1 above, or for a reasonable time as punishment for infractions of Corporation rules and regulations by the unit owner, his family, guests or tenants.

14. MISCELLANEOUS


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

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

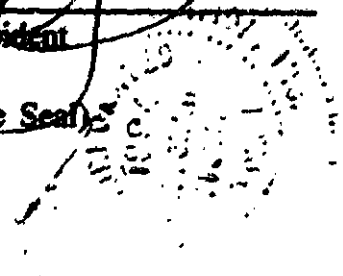
14.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Articles of Incorporation, the provision of the Articles of Incorporation shall prevail over the provisions of the Bylaws.

The foregoing constitute the first Bylaws of Laguna Royale Commons Association, Inc., and were adopted by the Board of Directors at its initial organizational meeting held March 15, _____, 1995.

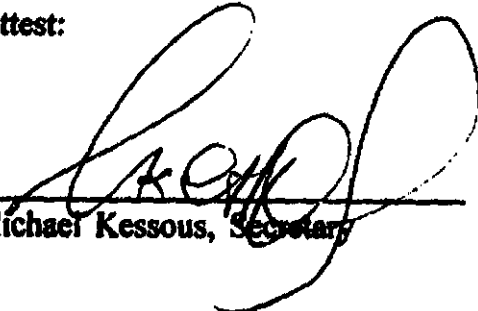
LAGUNA ROYALE COMMONS ASSOCIATION, INC., a Florida corporation not for profit

BY: 
Michael Kessous, President

(Corporate Seal)



Attest:


Michael Kessous, Secretary

OR: 2057 PG: 0861

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LAGUNA ROYALE COMMONS ASSOCIATION, INC. INITIAL RULES AND REGULATIONS

Restrictions. The following restrictions, in addition to the rules and regulations hereafter promulgated by the Board of Directors, shall govern the use of the Corporation Property and the conduct of the members of the Corporation and, their respective unit owners, occupants and/or guests.

- A.** No member or its respective unit owners or occupants shall use or permit the use of the Corporation Property in any manner which would be disturbing or be a nuisance to unit owners and occupants, or in such a way as to be injurious to the reputation of the property.
- B.** The use of Corporation Property shall be consistent with existing law, the By-Laws, and the governing documents of the member Associations and shall not constitute a general nuisance.
- C.** No camping facilities shall be permitted on any Corporation Property.
- D.** Corporation Property shall not be obstructed, littered, defaced or misused in any manner.
- E.** No animals or pets shall be allowed on Corporation Property except to the extent permitted by the respective Declaration of Condominium or other governing documents of each member; further, cats, dogs and the like shall be allowed only if carried or on a leash while on Corporation Property. Pet owners must clean up after their pets. No pets are permitted in the pool area.
- F.** No Condominium or its respective unit owners or occupants shall post any advertisements or posters of any kind in or on the Corporation Property except as required for notice of Association or Board Meetings and except as authorized, in writing, by the Board of Directors.
- G.** All garbage and trash shall be deposited in the disposal installations provided for such purpose.
- H.** No members or their respective unit owners or occupants shall make any alteration or improvement to Corporation Property, except as authorized, in writing, by the majority of the Board of Directors.
- I.** No barbecuing or outdoor cooking of any type shall be permitted on Corporation Property except where the Corporation designates a place or provides facilities for such cooking, and then such activity may be undertaken only in conformity with the rules established for the use of such facilities.

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JOINDER AND CONSENT OF MORTGAGEE

THIS JOINDER AND CONSENT is given and made this 27th day of April, 1995, on behalf of FIRST NATIONAL BANK OF NAPLES ("Mortgagee"), being owner and holder of that certain mortgage given by LAGUNA DEVELOPERS, INC., a Florida corporation ("Mortgagor") dated October 20, 1994, and recorded in Official Records Book 1996, at Page 230, of the Public Records of Collier County, Florida.

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the foregoing Declaration of Condominium for Laguna Royale, a Condominium (the "Declaration").

NOW, THEREFORE, Mortgagee joins in and consents to the recordation of the Declaration.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF NAPLES has caused these presents to be duly executed by its duly authorized officer this 27th day of April, 1995.

WITNESSES:

Nancy Russ
Witness
NANCY RUSSELL
Printed Name of Witness

Sharon L. Craig
Witness
Sharon L. Craig
Printed Name of Witness

FIRST NATIONAL BANK OF NAPLES,
a National Banking Association

BY: C. C. Coghill
C. C. COGHILL,
Senior Vice President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF COLLIER)

BEFORE ME, the undersigned authority, personally appeared C. C. COGHILL, the Senior Vice President of FIRST NATIONAL BANK OF NAPLES, a National Banking Association, ("Bank") to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution to be his free act and deed as such officer for the uses and purposes therein mentioned and that he affixed thereto the Official Seal of the "Bank" and that said instrument is the act and deed of said "Bank".

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the aforesaid County and State, this 27th day of April, 1995.

Martha L. McFadden
NOTARY PUBLIC
My Commission Expires: March 4, 1996

This instrument was prepared by:
JANE YEAGER CHEFFY, Attorney at Law
2375 Tamiami Trail North, Ste. 207
Naples, Florida 33940, (813) 263-1130

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OFFICIAL SEAL
MARTHA L. McFADDEN
My Commission Expires
March 4, 1996
Comm. No. CC 184354

OR: 2057 PG: 0863

JOINDER AND CONSENT OF MORTGAGEE

THIS JOINDER AND CONSENT is given and made this 5 day of May, 1995, on behalf of ~~First Fidelity Bank~~ Fidelity Bank, National Association ("Mortgagee"), being owner and holder of that certain Purchase Money Mortgage, Assignment of Rents and Profits, and Security Agreement given by LAGUNA DEVELOPERS, INC., a Florida corporation ("Mortgagor") dated October 20, 1994, and recorded in Official Records Book 1996, at Page 245, and assigned to First Fidelity Bank, National Association, by that Assignment of Mortgage dated October 20, 1994, and recorded November 4, 1994 at 12:56 p.m. in O.R. Book 2000, at Page 348, both in the Public Records of Collier County, Florida.

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the foregoing Declaration of Condominium for Laguna Royale, a Condominium (the "Declaration").

NOW, THEREFORE, Mortgagee joins in and consents to the recordation of the Declaration.

IN WITNESS WHEREOF, First Fidelity Bank, N.A. has caused these presents to be duly executed by its duly authorized officer this 5th day of May, 1995.

WITNESSES:

[Signature]

FIRST FIDELITY BANK, NATIONAL ASSOCIATION

C. BREWER
Printed Name of Witness

BY: [Signature]
~~DEAN F. CHEEK~~ Senior Vice President
C. T. Kline, III

Deborah M. Hamer
Witness
Deborah M. Hamer
Printed Name of Witness

(Corporate Seal)

STATE OF Pennsylvania)
COUNTY OF Pennsylvania)

BEFORE ME, the undersigned authority, personally appeared C. T. Kline, III ~~DEAN F. CHEEK~~, the Senior Vice President of FIRST FIDELITY BANK, NATIONAL ASSOCIATION, ("Bank"), to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution to be his free act and deed as such officer for the uses and purposes therein mentioned and that he affixed thereto the Official Seal of the "Bank" and that said instrument is the act and deed of said "Bank".

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the aforesaid County and State, this 5th day of MAY, 1995.

Rosemary Quinn
NOTARY PUBLIC
My Commission Expires:

This instrument was prepared by:
JANE YEAGER CHEFFY, Attorney at Law
2375 Tamiami Trail North, Ste. 207
Naples, Florida 33940, (813) 263-1130
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ROSEMARY QUINN, Notary Public
Collier County
My Commission Expires: 12/31/1995

*** OR: 2057 PG: 0864 ***

Retn:
JANE TRAGER CHEPPY
2375 MIAMI TR N #207
NAPLES FL 33940

1949925 OR: 2072 PG: 0098
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
06/23/95 at 10:40AM DWIGHT B. BROCK, CLERK

RBC FEB

19.50

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
LAGUNA ROYALE, A CONDOMINIUM
(Building 9 located in Phase I - Certificate of Substantial Completion)**

THIS AMENDMENT made this 15 day of June, 1995, by
LAGUNA DEVELOPERS, INC., a Florida corporation (the "Developer").

WHEREAS, the Developer has recorded a Declaration of Condominium for Laguna Royale, a Condominium, in Official Records Book 257, Pages 769 et. seq., of the Public Records of Collier County, Florida; and

WHEREAS, Section 22 of said Declaration reserves the right of the Developer to make amendments to the Declaration of Condominium to comply with section 718.104(4)(e), Florida Statutes; and

WHEREAS, the Developer wishes to amend said Declaration for the purpose of certifying substantial completion of Building 9 in Phase I.

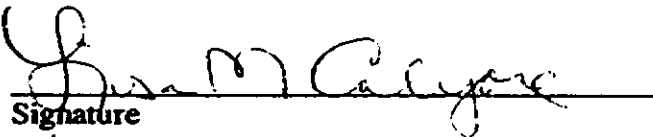
NOW THEREFORE, the Developer pursuant to the aforesaid rights, hereby amends the Declaration of Condominium for Laguna Royale, a Condominium, as follows:

A. Pursuant to Paragraph 23.5 of the Declaration of Condominium, attached hereto as Exhibit "A" is a Surveyor's Certificate of Substantial Completion for Building 9.

B. Exhibit "B" referenced in Paragraph 5.1, Survey and Plot Plans, and attached to the Declaration of Condominium, is hereby amended by Exhibit "B" page 2 attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Developer has caused this Certificate to be duly executed
this 15 day of June, 1995.

Signed sealed and delivered in the presence of:


Signature

LISA M CALYORE
Printed Name


Signature

Catherine S. Nadeau
Printed Name

LAGUNA DEVELOPERS, INC., a Florida corporation

BY: 
MICHAEL KESSOUS, President

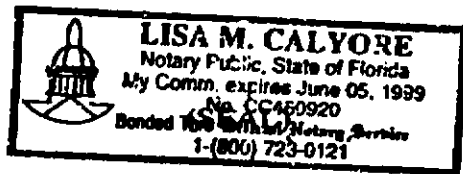
(CORPORATE SEAL)

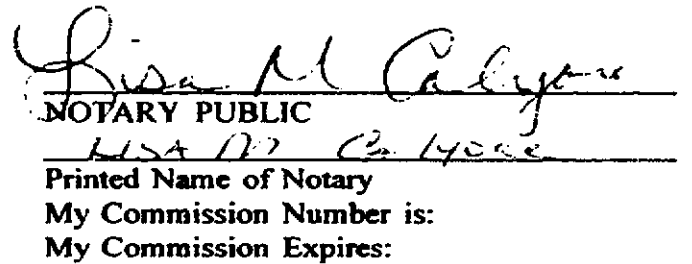
Address:
2375 Tamiami Trail North
Suite 208
Naples, Florida 33940

STATE OF FLORIDA
COUNTY OF COLLIER

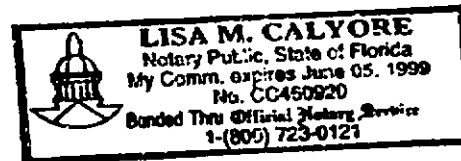
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS, *(one of the following should be checked; if none are checked, he is personally known to me)* X who is personally known to me, or ___ has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 15
day of June, 1995.




NOTARY PUBLIC
LISA M CALYORE
Printed Name of Notary
My Commission Number is:
My Commission Expires:

This instrument prepared by:
JANE YEAGER CHEFFY, Attorney at Law
2375 Tamiami Trail North, Suite 207
Naples, Florida 33940
Phone: (941) 263-1130
Fax: (941) 263-3827
D:\wpdata\laguna\certifc.amd





SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SURVEYOR made this 15th day of June, 1995.

This certificate is made as to Building "9" of Laguna Royale, A Condominium, located in Collier County, Florida, pursuant to Section 718.104 (4) (e), Florida Statutes.

I, William C. McAnly, a Land Surveyor authorized to practice in the State of Florida, hereby certify that the construction of the above referenced building, and all planned improvements, including but not limited to the landscaping, utility services, access to the units and common element facilities serving the buildings, have been substantially completed, so that the material attached to the Declaration of Condominium as Exhibit "B", together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvement, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Prepared by:



William C. McAnly, P.L.S.
Florida Registration No. 1543

See the Surveyor's Certificate for the location of the building.

Exhibit "A"

*** OR: 2072 PG: 0101 ***

CONDOMINIUM PLAT BOOK PAGE

LAGUNA ROYALE, A CONDOMINIUM THE VINEYARDS

GOLF COURSE
TRACT "GC"

EXISTING LAKE
TRACT L-18

ADDED LAKE
AREA
TRACT L-19
CE

LAGUNA ROYALE
& CONDOMINIUM

GOLF COURSE
TRACT "GC"

EXHIBIT "B"



LEGEND

- [Symbol: Dashed line] 1/4" DWT PARKING SPACE WITH WHEEL STOP
- [Symbol: Arrow] TRAFFIC FLOW DIRECTION
- [Symbol: Solid line with dots] SOLID 8" CU IN WASTE DRAINSTER W/ 6" FINCE
- [Symbol: Solid line with dashes] MANHOLE SPACE (12"18) W/ 5" WALKWAY
- [Symbol: Solid line with circles] LOADING SPACE (10'x75')
- [Symbol: Dotted line] CE - CONCRETE COMMON ELEMENT

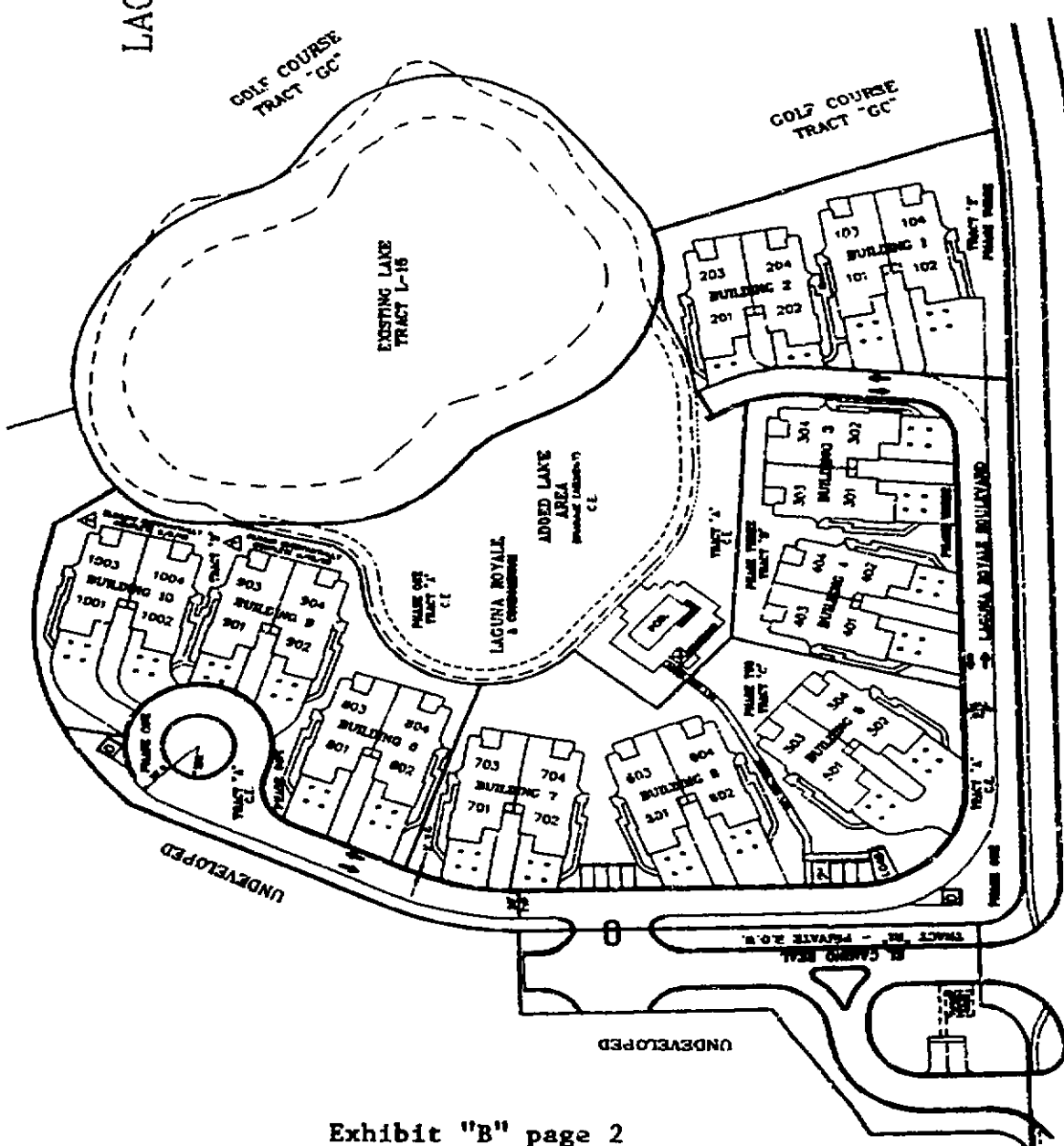


Exhibit "B" page 2

NO.	DESCRIPTION	DATE	BY
1	LAGUNA DEVELOPERS, INC.		
2	LAGUNA ROYALE A CONDOMINIUM PLAT BOOK		
3	LAGUNA ROYALE A CONDOMINIUM PLAT BOOK		
4	LAGUNA ROYALE A CONDOMINIUM PLAT BOOK		
5	LAGUNA ROYALE A CONDOMINIUM PLAT BOOK		
6	LAGUNA ROYALE A CONDOMINIUM PLAT BOOK		
7	LAGUNA ROYALE A CONDOMINIUM PLAT BOOK		
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18	LAGUNA ROYALE A CONDOMINIUM PLAT BOOK		
19	LAGUNA ROYALE A CONDOMINIUM PLAT BOOK		
20	LAGUNA ROYALE A CONDOMINIUM PLAT BOOK		

Retn:
JANE YBAGER CHEFFY
2375 TAMIANI TR W #207
NAPLES FL 33940

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
LAGUNA ROYALE, A CONDOMINIUM
(SUBMITTING PHASE III AND CERTIFICATE
OF SUBSTANTIAL COMPLETION OF BUILDING 3, PHASE III)**

THIS AMENDMENT made this 7th day of September, 1995, by LAGUNA DEVELOPERS, INC., a Florida corporation (the "Developer").

WHEREAS, the Developer has recorded a Declaration of Condominium for Laguna Royale, a Condominium, in Official Records Book 2057, Pages 769 et. seq., of the Public Records of Collier County, Florida; and

WHEREAS, said Declaration reserves the right of the Developer to make amendments to the Declaration of Condominium to comply with section 718.104(4)(e), Florida Statutes which Developer now desires to do; and

WHEREAS, Developer now desires to submit Phase III to Laguna Royale, a Condominium, and to amend said Declaration for the purpose of certifying substantial completion of Building 3 in Phase III.

NOW THEREFORE, the Developer pursuant to the aforesaid rights, hereby amends the Declaration of Condominium for Laguna Royale, a Condominium, as follows:

A. [Article 1 is amended and restated to read as follows:]

1. **THE LAND:** The land submitted to the condominium form of ownership by this Declaration and sometimes hereinafter referred as the "Land" is as follows:

Tract B, Tract D and Tract E, according to the Plat of Laguna Royale recorded at Plat Book 23, at Page 91, of the Public Records of Collier County, Florida (Phases I and III) of, LAGUNA ROYALE, located in Collier County, Florida, and more particularly described in Exhibit "A", Pages 1 and 3, attached to the Declaration of Condominium.

- B. [The first sentence of the second paragraph of Article 2 is amended and restated as follows:]

Laguna Royale, a condominium, contains twenty-eight (28) residential units in seven buildings and consists of two phases of a proposed three phase development having a maximum of forty units.

- C. [Article 5.1 is amended and restated to read as follows:]

5.1 Survey and Plot Plans. Attached hereto as Revised Exhibit "B" and incorporated herein by reference are a survey and plot plan for two phases (I and III), which graphically describe the improvements in which units are located and which show the units as well as their approximate dimensions, identification numbers, locations, the common elements and the limited common elements.

The condominium consists of 28 units numbered 1001, 1002, 1003 and 1004 in building number ten; 901, 902, 903 and 904 in building number nine; 801, 802, 803 and 804 in building number eight; 401, 402, 403 and 404 in building number four; 301, 302, 303 and 304 in building number three; 201, 202, 203 and 204 in building number two; and 101, 102, 103 and 104 in building number one.

- D. [Article 6.1 is amended and restated to read as follows:]

6.1 Shares of Ownership. The owners of each unit shall also own an undivided share in the common elements and the common surplus. The shares of ownership are 1/28th, since there are 28 units.

- E. [The first sentence of Article 23 is amended and restated to read as follows:]

23. DEVELOPMENT AND PHASING PLAN: Laguna Royale, a condominium contains twenty-eight (28) units in seven (7) buildings. Only two phases (Phase I and Phase III) have been developed.

- F. [Article 23.1 is amended and restated as follows:]

23.1 Phase II: If the Developer elects to construct Phase II it will be located upon the land described on Page 2 of Exhibit "A" attached hereto. Phase II, if constructed, will contain three buildings having a total of twelve units.

G. Developer hereby amends said Declaration by adding thereto, the Surveyor's Certificate of Substantial Completion of Building 3 in Phase III.

IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment to the Declaration of Condominium to be executed by its undersigned duly authorized officer on the date set forth above.

Signed sealed and delivered in the presence of:

Alexandra Sulecki
Signature

Alexandra Sulecki
Printed Name

Catherine J. S. Nadeau
Signature

Catherine J. S. Nadeau
Printed Name

LAGUNA DEVELOPERS, INC., a Florida corporation

BY: [Signature]
MICHAEL KESSOUS, President
(CORPORATE SEAL)

Address:
2375 Tamiami Trail North, Ste. 208
Naples, Florida 33940

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS, *(one of the following should be checked; if none are checked, he is personally known to me)* X who is personally known to me, or has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

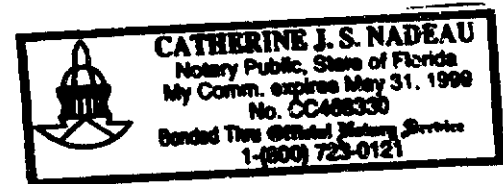
WITNESS my hand and official seal in the State and County last aforesaid this 7th day of September, 1995.

(SEAL)

[Signature]
NOTARY PUBLIC
Catherine J. S. Nadeau
Printed Name of Notary
My Commission Number is:
My Commission Expires:

This instrument prepared by:

Jane Yeager Cheffy, Attorney at Law
2375 Tamiami Trail North, Ste. 207
Naples, Florida 33940
(941) 263-1130
c:\wpdata\laguna\certamd.3





SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SURVEYOR made this 5th day of September, 1995.

This certificate is made as to Building "3" of Laguna Royale, A Condominium, located in Collier County, Florida, pursuant to Section 718.104 (4) (e), Florida Statutes.

I, William C. McAnly, a Land Surveyor authorized to practice in the State of Florida, hereby certify that the construction of the above referenced building, and all planned improvements, including but not limited to the landscaping, utility services, access to the units and common element facilities serving the buildings, have been substantially completed, so that the material attached to the Declaration of Condominium as Exhibit "B", together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvement, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Prepared by:

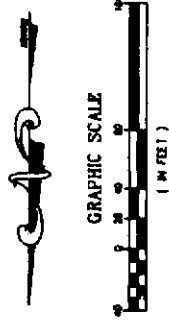


William C. McAnly, P.L.S.
Florida Registration No. 1543

LAGUNA ROYALE, A CONDOMINIUM THE VINEYARDS

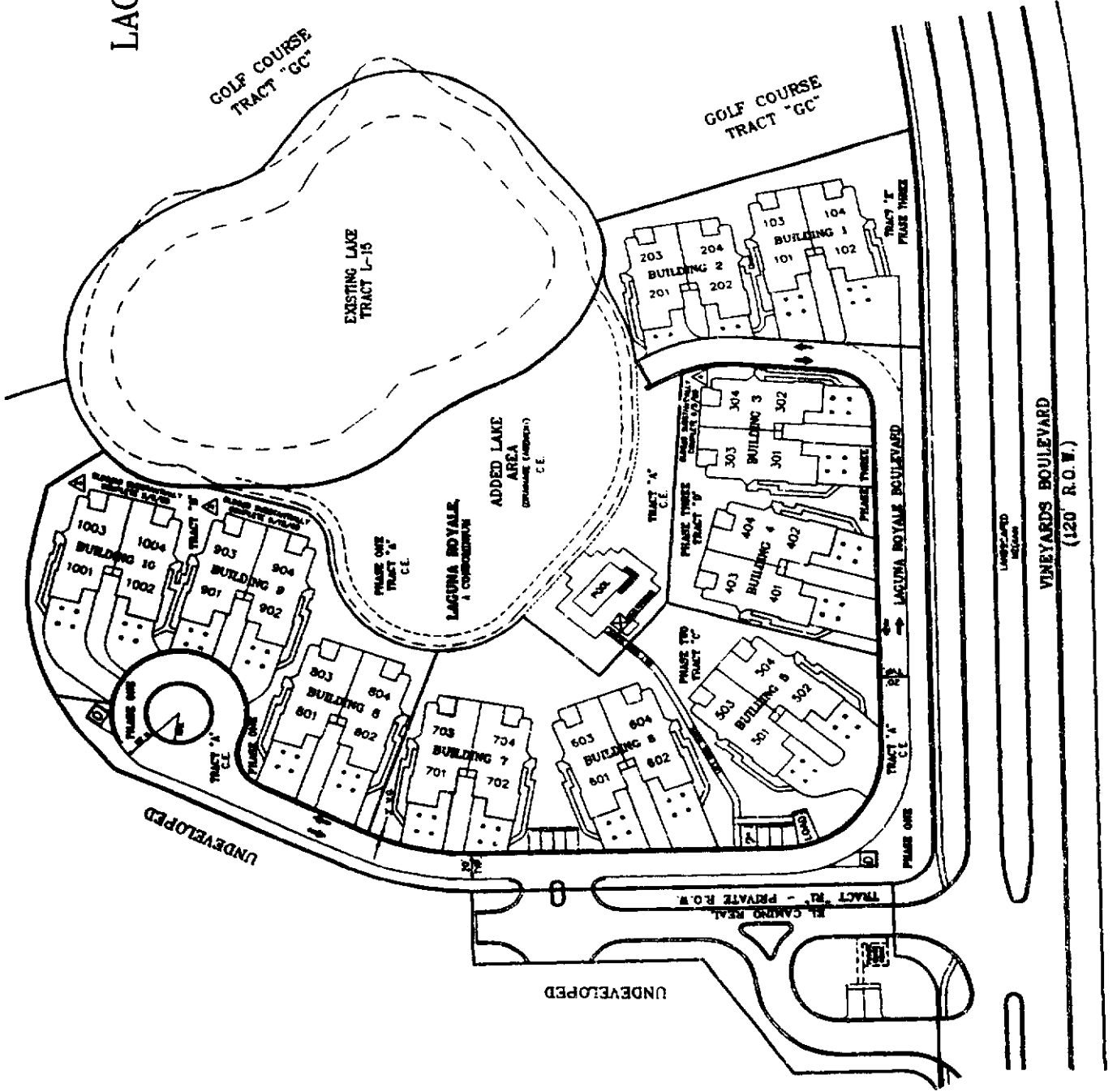
*** OR: 2098 PG: 1346 ***

EXHIBIT "B"



LEGEND

- ▭ 17'-9" X 18' PARKING SPACE WITH WHEEL STOP
- ➔ TRAFFIC FLOW DIRECTION
- SOLID 8" DIA. W/ WASTE DUMPSTER W/ 6" FENCE
- ◻ HANGUP SPACE (17'-18") W/ 5' WALKWAY
- LOAD LOADING SPACE (10' X 25')
- C.E. DEMOTES COMMON ELEMENT



NO.	DESCRIPTION	DATE	BY
1	LAGUNA DEVELOPERS, INC.		
2	LAGUNA ROYALE, A CONDOMINIUM		
3	PLAT PLAN		
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Retn:
JANE YBAGER CHEFFY
2375 TAMIANI TR W #207
NAPLES FL 33940

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
LAGUNA ROYALE, A CONDOMINIUM
(SUBMITTING PHASE III AND CERTIFICATE
OF SUBSTANTIAL COMPLETION OF BUILDING 3, PHASE III)**

THIS AMENDMENT made this 7th day of September, 1995, by LAGUNA DEVELOPERS, INC., a Florida corporation (the "Developer").

WHEREAS, the Developer has recorded a Declaration of Condominium for Laguna Royale, a Condominium, in Official Records Book 2057, Pages 769 et. seq., of the Public Records of Collier County, Florida; and

WHEREAS, said Declaration reserves the right of the Developer to make amendments to the Declaration of Condominium to comply with section 718.104(4)(e), Florida Statutes which Developer now desires to do; and

WHEREAS, Developer now desires to submit Phase III to Laguna Royale, a Condominium, and to amend said Declaration for the purpose of certifying substantial completion of Building 3 in Phase III.

NOW THEREFORE, the Developer pursuant to the aforesaid rights, hereby amends the Declaration of Condominium for Laguna Royale, a Condominium, as follows:

A. [Article 1 is amended and restated to read as follows:]

1. **THE LAND:** The land submitted to the condominium form of ownership by this Declaration and sometimes hereinafter referred as the "Land" is as follows:

Tract B, Tract D and Tract E, according to the Plat of Laguna Royale recorded at Plat Book 23, at Page 91, of the Public Records of Collier County, Florida (Phases I and III) of, LAGUNA ROYALE, located in Collier County, Florida, and more particularly described in Exhibit "A", Pages 1 and 3, attached to the Declaration of Condominium.

- B. [The first sentence of the second paragraph of Article 2 is amended and restated as follows:]

Laguna Royale, a condominium, contains twenty-eight (28) residential units in seven buildings and consists of two phases of a proposed three phase development having a maximum of forty units.

- C. [Article 5.1 is amended and restated to read as follows:]

5.1 Survey and Plot Plans. Attached hereto as Revised Exhibit "B" and incorporated herein by reference are a survey and plot plan for two phases (I and III), which graphically describe the improvements in which units are located and which show the units as well as their approximate dimensions, identification numbers, locations, the common elements and the limited common elements.

The condominium consists of 28 units numbered 1001, 1002, 1003 and 1004 in building number ten; 901, 902, 903 and 904 in building number nine; 801, 802, 803 and 804 in building number eight; 401, 402, 403 and 404 in building number four; 301, 302, 303 and 304 in building number three; 201, 202, 203 and 204 in building number two; and 101, 102, 103 and 104 in building number one.

- D. [Article 6.1 is amended and restated to read as follows:]

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- E. [The first sentence of Article 23 is amended and restated to read as follows:]

23. DEVELOPMENT AND PHASING PLAN: Laguna Royale, a condominium contains twenty-eight (28) units in seven (7) buildings. Only two phases (Phase I and Phase III) have been developed.

- F. [Article 23.1 is amended and restated as follows:]

23.1 Phase II: If the Developer elects to construct Phase II it will be located upon the land described on Page 2 of Exhibit "A" attached hereto. Phase II, if constructed, will contain three buildings having a total of twelve units.

G. Developer hereby amends said Declaration by adding thereto, the Surveyor's Certificate of Substantial Completion of Building 3 in Phase III.

IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment to the Declaration of Condominium to be executed by its undersigned duly authorized officer on the date set forth above.

Signed sealed and delivered in the presence of:

Alexandra Sulecki
Signature

Alexandra Sulecki
Printed Name

Catherine J. S. Nadeau
Signature

Catherine J. S. Nadeau
Printed Name

LAGUNA DEVELOPERS, INC., a Florida corporation

BY: *[Signature]*
MICHAEL KESSOUS, President
(CORPORATE SEAL)

Address:
2375 Tamiami Trail North, Ste. 208
Naples, Florida 33940

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS, (one of the following should be checked; if none are checked, he is personally known to me) X who is personally known to me, or has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

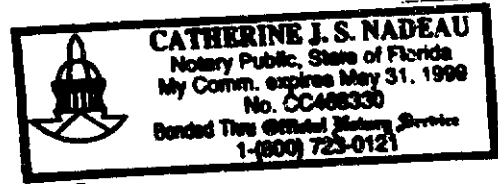
WITNESS my hand and official seal in the State and County last aforesaid this 7th day of September, 1995.

(SEAL)

[Signature]
NOTARY PUBLIC
Catherine J. S. Nadeau
Printed Name of Notary
My Commission Number is:
My Commission Expires:

This instrument prepared by:

Jane Yeager Cheffy, Attorney at Law
2375 Tamiami Trail North, Ste. 207
Naples, Florida 33940
(941) 263-1130
c:\wpdata\laguna\certamd.3





SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SURVEYOR made this 5th day of September, 1995.

This certificate is made as to Building "3" of Laguna Royale, A Condominium, located in Collier County, Florida, pursuant to Section 718.104 (4) (e), Florida Statutes.

I, William C. McAnly, a Land Surveyor authorized to practice in the State of Florida, hereby certify that the construction of the above referenced building, and all planned improvements, including but not limited to the landscaping, utility services, access to the units and common element facilities serving the buildings, have been substantially completed, so that the material attached to the Declaration of Condominium as Exhibit "B", together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvement, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Prepared by:

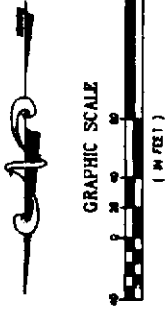


William C. McAnly, P.L.S.
Florida Registration No. 1543

LAGUNA ROYALE, A CONDOMINIUM THE VINEYARDS

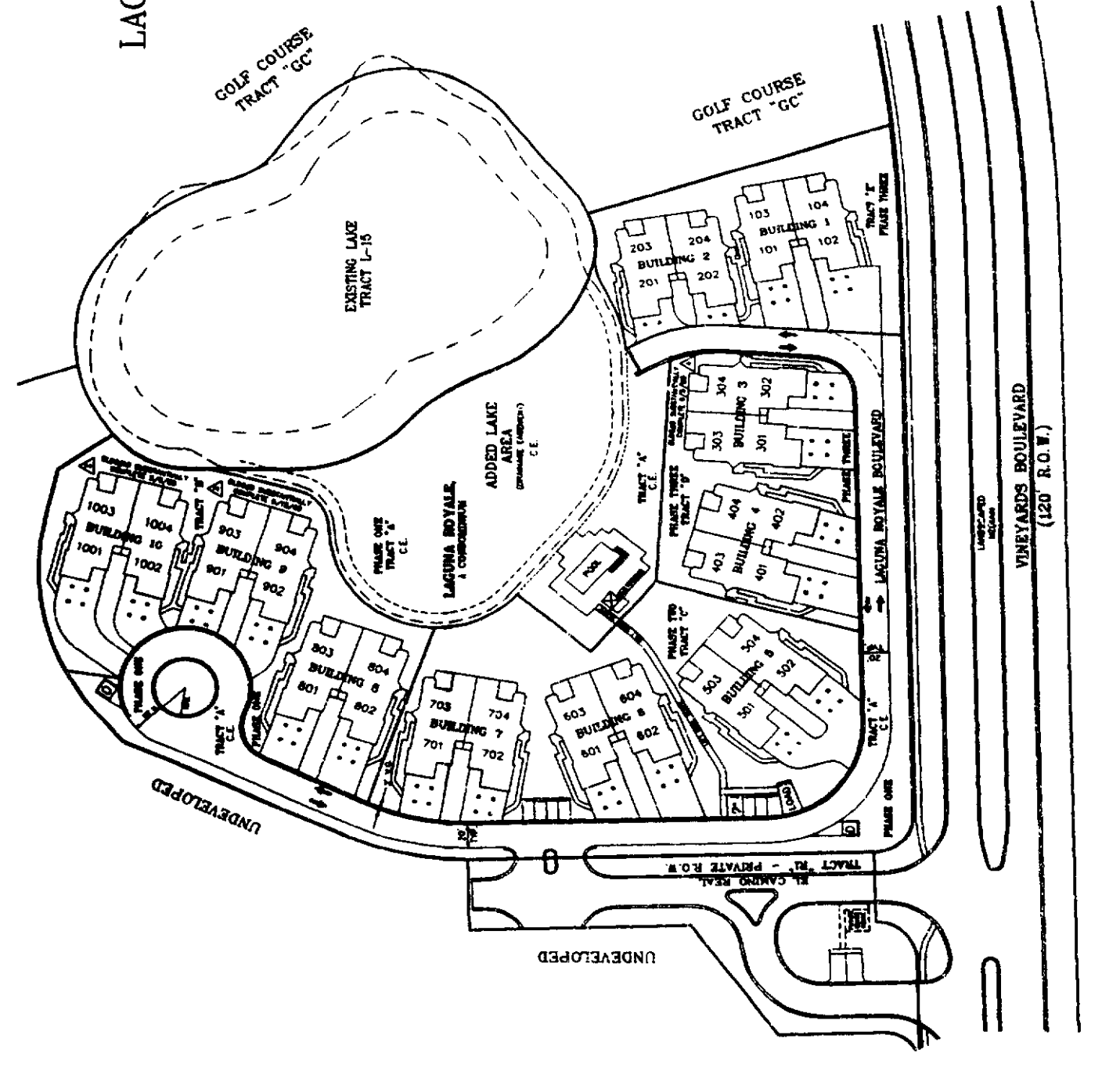
*** OR: 2098 PG: 1346 ***

EXHIBIT "B"



LEGEND

- [Symbol] 1-P. 9'x18' PARKING SPACE WITH WHEEL STOP
- [Symbol] TRAFFIC FLOW DIRECTION
- [Symbol] SOLID 8' OR 14' WASTE DUMPSTER W/ 6' FENCE
- [Symbol] HANGUP SPACE (17'-18") W/ 5' WALKWAY
- [Symbol] LOADING SPACE (10'x25')
- [Symbol] C.E. DEMOTES COMMON ELEMENT



VINEYARDS BOULEVARD
(120' R.O.W.)

LAGUNA DEVELOPERS, INC.	
LAGUNA ROYALE, A CONDOMINIUM	
PLAT PLAN	
DATE: 10/15/03	
BY: [Signature]	
FOR: [Signature]	
SCALE: AS SHOWN	
SHEET NO. 1	

Retn:

JAKE TRAGER CHEFFY
2375 TAMIAKI TR W #207
NAPLES FL 33940

**CERTIFICATE OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION OF
LAGUNA ROYALE COMMONS ASSOCIATION, INC.**

THE UNDERSIGNED being all of the duly elected and acting Directors of LAGUNA ROYALE COMMONS ASSOCIATION, INC., a Florida Corporation not for Profit, (hereinafter the "Association") do hereby certify that at a special meeting of the Board of Directors, where a quorum was present, after duly waiving notice, held on July 20, 1995, the resolution set forth below was unanimously approved and adopted by the entire membership of the Board of Directors for the purpose of Amending the Articles of Incorporation of the Association to correct scrivener errors.

RESOLVED: That the Articles of Incorporation of this Association be and are hereby amended and the officers of the Association are hereby instructed and authorized to cause the amendments to be filed of public record, together with a Certificate of Amendment, as required by law, to correct scrivener errors as follows:

Article II: Purpose and Powers, Paragraphs 2 and 3 are corrected to reflect the proper name of the restrictive document for Laguna Royale;

Article IV: Powers, Paragraphs A and C are corrected to reflect the proper name of the referenced Exhibit and to attach the same to the Articles and Paragraph G is corrected to reflect the proper name of the Complex;

Article X: Directors is corrected to list the names of all three directors.

IN WITNESS WHEREOF, the Directors of the Association have caused the foregoing Amendment to the Articles of Incorporation to be executed on the date set forth below.

Dated this 20th day of November, 1995.

Signed sealed and delivered in the presence of

[Signature]
Signature
Catherine J.S. Nadeau
Printed Name

[Signature]
Signature
Wais E. McElhinney
Printed Name

LAGUNA ROYALE COMMONS
ASSOCIATION, INC., a Florida Corporation
not for Profit

BY [Signature]
Michael Kessous, Director

AND BY: [Signature]
Patricia Stevens, Director

AND BY: [Signature]
Shirley Bowersoch, Director

(CORPORATE SEAL)

Corporate Address:
2375 Tamiami Trail North, Suite 208
Naples, Florida 33940

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Kessous, Patricia Stevens and Shirley Bowersoch, (one of the following should be checked; if none are checked, they are personally known to me) X who are personally known to me, or have produced _____ as identification, and who did take an oath, and who is known to be all of the Directors of LAGUNA ROYALE COMMONS ASSOCIATION, INC., a Florida corporation not for profit, the corporation named in the foregoing instrument and that they acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said Association and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 20th day of November, 1995.

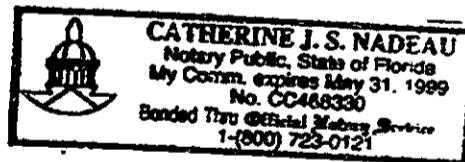
(SEAL)

[Signature]
NOTARY PUBLIC

Printed Name of Notary
My Commission Number is:
My Commission Expires:

This instrument prepared by

JANE YEAGER CHEFFY, Attorney at Law
2375 Tamiami Trail North, Suite 207
Naples, Florida 33940
Phone: (941) 263-1130 / Fax: (941) 263-3827
c:\wpdata\94-204\declar.1 art



State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on August 29, 1995, for LAGUNA ROYALE COMMONS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N94000002478.

OR: 2122 PG: 0368

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Thirty-first day of August, 1995



CR2EO22 (2 95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of

05:13:29 AM 0:51

Laguna Royale Commons Association, Inc.

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted:

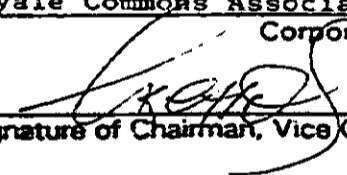
The Articles of Incorporation are amended and restated in their entirety to correct scrivener errors.

SECOND: The date of adoption of the amendment(s) was: July 20, 1995

THIRD: Adoption of Amendment (check one)

- The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

Laguna Royale Commons Association, Inc.
Corporation Name


Signature of Chairman, Vice Chairman, President or other officer

Michael Kessous, President
Typed or printed name

President 7/20/95
Title Date

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LAGUNA ROYALE COMMONS ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, these Articles of Incorporation are created by LAGUNA DEVELOPERS, INC., a Florida corporation, as sole incorporator, for the purposes set forth below

ARTICLE I. NAME

The name of the Corporation is LAGUNA ROYALE COMMONS ASSOCIATION, INC., and its address is 2375 Tamiami Trail North, Suite 208, Naples, Florida 33940

ARTICLE II. PURPOSE AND POWERS

The purposes for which the Corporation is organized are

- 1 To provide an entity for the ownership, maintenance and operation of certain structures, infrastructures, areas and recreational and common facilities for the Laguna Royale Complex, located in The Vineyards Development, Naples, Collier County, Florida
- 2 To regulate the use of all of the areas and structures placed under the jurisdiction of this corporation
- 3 To enforce the Rules and Regulations of Laguna Royale Commons Association, Inc

ARTICLE III. NON-STOCK, NON-PROFIT

The Corporation is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Corporation shall be distributed or inure to the private benefit of any member, director or officer. All funds and the title to all property acquired by the Corporation shall be held for the benefit of the members of the Corporation in accordance with the provisions of these Articles of Incorporation and the Bylaws.

ARTICLE IV. POWERS

For the accomplishment of its purposes, the Corporation shall have all of the common law and statutory powers and duties of a Florida corporation not for profit, except as limited or modified by these Articles or the Bylaws, including without limitation the following:

- A To own, acquire and convey land, and to operate, maintain, and manage those lands owned or to be owned by the Corporation and such other lands which the Corporation is responsible to maintain, including the land described in Exhibit "E-1," attached hereto

- B To operate, maintain, manage and keep in good repair, any of the improvements and amenities upon lands owned by the Corporation and upon lands which the Corporation is responsible to maintain, including, without limitation, swimming pools, structures, infrastructures, bathhouse, common roads and streets, garages and parking areas (both covered, if any, and not covered) and other structures for the use of the Corporation's members
- C To landscape all lands owned by the Corporation, and all lands which the Corporation is responsible to maintain, and to contribute to the artistic and architectural building and construction standards of all lands owned or maintained by the Corporation, and all buildings and improvements situate, lying and being within that area of Collier County, Florida, described in Exhibit "E-1" hereto
- D To make available to the members of the Corporation, services and facilities for the enjoyment of the properties herein mentioned, and to promote the social welfare, security, pleasure, recreation, entertainment, and common good of the members
- E To assess against the members of the Corporation, fees for the operation and maintenance of the Corporation in order to enable the Corporation to perform its purposes as set forth herein and in the Bylaws of the Corporation, and such other purposes as may be allowed by law
- F To borrow or raise money for any of the purposes of the Corporation and from time to time without limit as to amount, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Corporation, whether at the time owned or thereafter acquired
- G To participate in mergers and consolidations with other non-profit corporations organized for the operation of property within the Laguna Royale Complex, or annex additional property and Common Area
- H To grant easements upon and across Corporation property for ingress and egress, utilities, and grant easements of support, airspace, and for encroachments for condominium buildings to be constructed upon corporation property, golf cart paths, the playing of golf and such other purposes as the Association deems necessary

ARTICLE V. MEMBERSHIP AND VOTING RIGHTS

The members of this Corporation shall be all record title owners of residential living units located within Laguna Royale Complex

Whenever a vote of the members is required, each member Association shall be entitled to one vote in Corporation matters for each residential living unit within that Association. The manner of exercising voting rights shall be as set forth in the Bylaws.

The share of a member in the funds and assets of the Corporation cannot be assigned, withdrawn or transferred in any manner except as an appurtenance to the residential living unit owned by the member.

ARTICLE VI. DIRECTORS AND OFFICERS

The affairs of the Corporation shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors may be, but do not have to be, officers or directors of their respective Associations.

Directors shall be appointed or elected by the Condominium or Homeowners' Associations 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.

The business of the Corporation shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its annual organizational meeting and shall serve at the pleasure of the Board.

ARTICLE VII. TERM

The term of the Corporation shall be perpetual.

ARTICLE VIII. BYLAWS

The Bylaws of the Corporation shall be the Bylaws as originally adopted by the Corporation as they may be amended from time to time. The Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE IX. AMENDMENTS

These Articles of Incorporation may be altered or amended at any regular or special meeting of the members, provided that: (1) written notice of the meeting is given in the manner provided for in the Bylaws, and the notice contains the full text of the proposed alteration or amendment; and (2) the proposed alteration or amendment is approved by the affirmative vote of at least a majority of the voting interests.

No amendment of these Articles or of the Bylaws shall be effective to change the voting rights of any member, or to change the proportion or percentage by which a member shares the expenses of the Corporation.

An amendment shall become effective after filing with the Secretary of State and after being recorded in the Public Records of Collier County, Florida. For recording purposes, the amendment shall be attached to a certificate executed by the officers of the Corporation with the formalities of a deed. The

certificate must identify the book and page of the Public Records where each Declaration of Condominium for all condominiums in the Laguna Royale Complex are kept

ARTICLE X DIRECTORS

The Directors of the Association shall be

Michael Kessous
2375 Tamiami Trail North, Suite 208
Naples, Florida 33940

Patricia Stevens
2375 Tamiami Trail North, Suite 208
Naples, Florida 33940

Shirley Bowersoch
2375 Tamiami Trail North, Suite 208
Naples, Florida 33940

ARTICLE XI REGISTERED AGENT

The registered office of the Association shall be at

2375 Tamiami Trail North
Suite 207
Naples, Florida 33940

The registered agent at said address shall be

Jane Yeager Chel'ny, Attorney at Law

ARTICLE XII INDEMNIFICATION

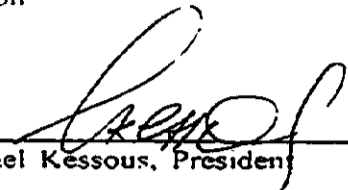
To the fullest extent permitted by Florida law, the Corporation shall indemnify and hold harmless every Director and every officer of the Corporation against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Corporation. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his 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 Corporation, in a proceeding by or in the right of the Corporation 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
- D Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Corporation

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 interest of the Corporation. 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.

WHEREFORE the incorporator has caused these presents to be executed this 20 day of July, 1995.

LAGUNA DEVELOPERS, INC., a Florida corporation


BY: 
Michael Kessous, President
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

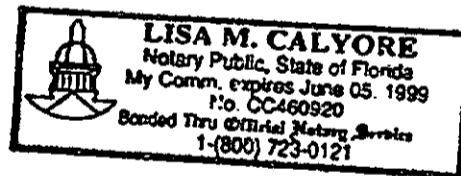
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Kessous, *(one of the following should be checked; if none are checked, he is personally known to me)* who is personally known to me, or ___ has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 20th day of July, 1995


NOTARY PUBLIC

(SEAL)

Printed Name of Notary
My Commission Number is
My Commission Expires:



ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for LAGUNA ROYALE COMMONS ASSOCIATION, INC., a Florida not for profit corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.


JANE YEAGER CHEFFY

D:\updata\94-204\art-Laguna.roy

COMMONS RECREATION PARCEL

LAGUNA ROYALE, A CONDOMINIUM
Tract "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT "A", LAGUNA ROYALE, AS RECORDED IN PLAT BOOK 23, PAGES 91 AND 92, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; CONTAINING 2.18 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

EXHIBIT "E-1"

Retn:
JANE YBAGER CHEFFY
2375 TAMiami TR N #207
NAPLES FL 33940

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
LAGUNA ROYALE, A CONDOMINIUM
(Building 2 located in Phase III -
Certificate of Substantial Completion)**

THIS AMENDMENT made this 28th day of February, 1996, by LAGUNA DEVELOPERS, INC., a Florida corporation (the "Developer").

WHEREAS, the Developer has recorded a Declaration of Condominium for Laguna Royale, a Condominium, in Official Records Book 2057, Pages 769 et. seq., of the Public Records of Collier County, Florida; and

WHEREAS, Section 22 of said Declaration reserves the right of the Developer to make amendments to the Declaration of Condominium to comply with section 718.104(4)(e), Florida Statutes; and

WHEREAS, the Developer wishes to amend said Declaration for the purpose of certifying substantial completion of Building 2 in Phase III.

NOW THEREFORE, the Developer pursuant to the aforesaid rights, hereby amends the Declaration of Condominium for Laguna Royale, a Condominium, as follows:

A. Pursuant to Paragraph 23.5 of the Declaration of Condominium, attached hereto as Exhibit "A" is a Surveyor's Certificate of Substantial Completion for Building 2.

B. Exhibit "B" referenced in Paragraph 5.1, Survey and Plot Plans, and attached to the Declaration of Condominium, is hereby amended by Exhibit "B" page 2 attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Developer has caused this Certificate to be duly executed this 28th day of February, 1996.

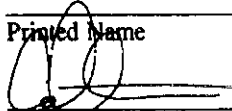
Best Image Available

Signed sealed and delivered in the presence of:


Signature

Dixie A. Richardson

Printed Name


Signature

Catherine J.S. Nadeau
Printed Name

LAGUNA DEVELOPERS, INC., a Florida corporation

BY: 
MICHAEL KESSOUS, President

(CORPORATE SEAL)

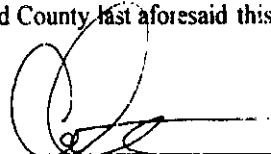
Address:
2375 Tamiami Trail North
Suite 208
Naples, Florida 33940

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS, *(one of the following should be checked; if none are checked, he is personally known to me)* X who is personally known to me, or ___ has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 28th day of February, 1996.

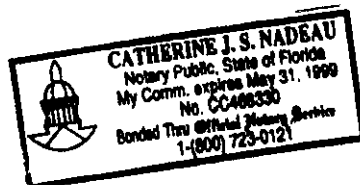


NOTARY PUBLIC

(SEAL)

Printed Name of Notary
My Commission Number is:
My Commission Expires:

This instrument prepared by:
JANE YEAGER CHEFFY, Attorney at Law
2375 Tamiami Trail North, Suite 207
Naples, Florida 33940
Phone: (941) 263-1130
Fax: (941) 263-3827
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LAGUNA ROYALE, A CONDOMINIUM THE VINEYARDS

GOLF COURSE
TRACT "G"

EASTING LANE
TRACT "L"

LAGUNA ROYALE
A CONDOMINIUM
ADDED LAKE
AREA
(CONTRACT 1000000)

GOLF COURSE
TRACT "G"

UNDEVELOPED

UNDEVELOPED

TRACT "M" PRIVATE R.O.W.

UNDEVELOPED

LAGUNA ROYALE BOULEVARD

VINEYARDS BOULEVARD
(120 R.O.W.)



LEGEND

- FOR 9 1/2" PAPER SIZE
- SCALE 1" = 100'
- CONTRACT 1000000
- ADDED LAKE AREA
- CONTRACT 1000000
- CONTRACT 1000000
- CONTRACT 1000000

EXHIBIT "B"

APPROVED BY:	DATE:
REVISIONS:	DATE:
NO. 1	NO. 1
NO. 2	NO. 2
NO. 3	NO. 3
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NO. 99	NO. 99
NO. 100	NO. 100

APPROVED BY: _____ DATE: _____
 REVISIONS: _____ DATE: _____
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 NO. 100 _____ NO. 100 _____

SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SURVEYOR made this 20th day of February, 1996.

This certificate is made as to Building "2" of Laguna Royale, A Condominium, located in Collier County, Florida, pursuant to Section 718.104 (4) (e), Florida Statutes.

I, William C. McAnly, a Land Surveyor authorized to practice in the State of Florida, hereby certify that the construction of the above referenced building, and all planned improvements, including but not limited to the landscaping, utility services, access to the units and common element facilities serving the buildings, have been substantially completed, so that the material attached to the Declaration of Condominium as Exhibit "B", together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvement, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Prepared by:



William C. McAnly, P.L.S.
Florida Registration No. 1543

Retn:

JANE TRAGER CHERFF
2375 TAMiami TR W #207
NAPLES FL 33940

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
LAGUNA ROYALE, A CONDOMINIUM
(Building 4 located in Phase III -
Certificate of Substantial Completion)**

THIS AMENDMENT made this 26th day of June, 1996, by
LAGUNA DEVELOPERS, INC., a Florida corporation (the "Developer").

WHEREAS, the Developer has recorded a Declaration of Condominium for Laguna Royale, a Condominium, in Official Records Book 2057, Pages 769 et. seq., of the Public Records of Collier County, Florida; and

WHEREAS, Section 22 of said Declaration reserves the right of the Developer to make amendments to the Declaration of Condominium to comply with section 718.104(4)(e), Florida Statutes; and

WHEREAS, the Developer wishes to amend said Declaration for the purpose of certifying substantial completion of Building 4 in Phase III.

NOW THEREFORE, the Developer pursuant to the aforesaid rights, hereby amends the Declaration of Condominium for Laguna Royale, a Condominium, as follows:

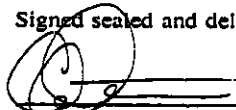
A. Pursuant to Paragraph 23.5 of the Declaration of Condominium, attached hereto as Exhibit "A" is a Surveyor's Certificate of Substantial Completion for Building 4.

B. Exhibit "B" referenced in Paragraph 5.1, Survey and Plot Plans, and attached to the Declaration of Condominium, is hereby amended by Exhibit "B" page 2 attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Developer has caused this Certificate to be duly executed this 26th day of June, 1996.

Best Image Available

Signed sealed and delivered in the presence of:



Signature

Catherine J.S. Nadeau
Printed Name



Signature

Doris A. Richardson
Printed Name

LAGUNA DEVELOPERS, INC., a Florida corporation

BY: 

MICHAEL KESSOUS, President

(CORPORATE SEAL)

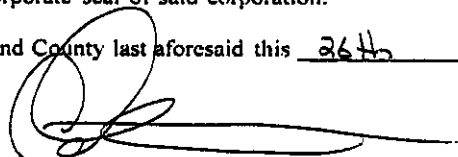
Address:
2375 Tamiami Trail North
Suite 208
Naples, Florida 33940

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS, (one of the following should be checked; if none are checked, he is personally known to me) X who is personally known to me, or has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 26th day of June, 1996.

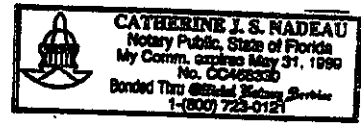
(SEAL)



NOTARY PUBLIC **Catherine J.S. Nadeau**

Printed Name of Notary
My Commission Number is:
My Commission Expires:

This instrument prepared by:
JANE YEAGER CHEFFY, Attorney at Law
2375 Tamiami Trail North, Suite 207
Naples, Florida 33940
Phone: (941) 263-1130
Fax: (941) 263-3827
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**McANLY ENGINEERING
AND DESIGN INC.**

ENGINEERING

PLANNING

LAND SURVEYING

LANDSCAPE ARCHITECTURE

SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SURVEYOR made this 25th day of June, 1996.

This certificate is made as to Building "4" of Laguna Royale, A Condominium, located in Collier County, Florida, pursuant to Section 718.104 (4) (e), Florida Statutes.

I, William C. McAnly, a Land Surveyor authorized to practice in the State of Florida, hereby certify that the construction of the above referenced building, and all planned improvements, including but not limited to the landscaping, utility services, access to the units and common element facilities serving the buildings, have been substantially completed, so that the material attached to the Declaration of Condominium as Exhibit "B", together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvement, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Prepared by:

William C. McAnly, P.L.S.
Florida Registration No. 1543

See us for more information on our services

Re: JANE TRAGER CHEFFY
2375 TAMiami TR N #207
NAPLES FL 34103

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
LAGUNA ROYALE, A CONDOMINIUM
(Building 1 located in Phase III -
Certificate of Substantial Completion)**

THIS AMENDMENT made this 7th day of October, 1996, by LAGUNA DEVELOPERS, INC., a Florida corporation (the "Developer").

WHEREAS, the Developer has recorded a Declaration of Condominium for Laguna Royale, a Condominium, in Official Records Book 2057, Pages 769 et. seq., of the Public Records of Collier County, Florida; and

WHEREAS, Section 22 of said Declaration reserves the right of the Developer to make amendments to the Declaration of Condominium to comply with section 718.104(4)(e), Florida Statutes; and

WHEREAS, the Developer wishes to amend said Declaration for the purpose of certifying substantial completion of Building 1 in Phase III.

NOW THEREFORE, the Developer pursuant to the aforesaid rights, hereby amends the Declaration of Condominium for Laguna Royale, a Condominium, as follows:

A. Pursuant to Paragraph 23.5 of the Declaration of Condominium, attached hereto as Exhibit "A" is a Surveyor's Certificate of Substantial Completion for Building 1.


B. Exhibit "B" referenced in Paragraph 5.1, Survey and Plot Plans, and attached to the Declaration of Condominium, is hereby amended by Exhibit "B" page 2 attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Developer has caused this Certificate to be duly executed this 9th day of October, 1996.

Best Image Available

Signed sealed and delivered in the presence of:

Signature



Catherine J.S. Nadau

Printed Name

Signature



Doris A. Richardson

Printed Name

LAGUNA DEVELOPERS, INC., a Florida corporation

BY:


MICHAEL KESSOUS, President

(CORPORATE SEAL)

Address:
2375 Tamiami Trail North
Suite 208
Naples, Florida 34103


STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS, *(one of the following should be checked; if none are checked, he is personally known to me)* who is personally known to me, or has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 9th day of October, 1996.

(SEAL)



NOTARY PUBLIC

Printed Name of Notary
My Commission Number is:
My Commission Expires:

This instrument prepared by:
JANE YEAGER CHEFFY, Attorney at Law
2375 Tamiami Trail North, Suite 207
Naples, Florida 34103
Phone: (941) 263-1130
Fax: (941) 263-3827
D:\update\laguna\cert\ffc.1\95-174\100796\





SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SURVEYOR made this 3rd day of October, 1996.

This certificate is made as to Building "1" of Laguna Royale, A Condominium, located in Collier County, Florida, pursuant to Section 718.104 (4) (e), Florida Statutes.

I, William C. McAnly, a Land Surveyor authorized to practice in the State of Florida, hereby certify that the construction of the above referenced building, and all planned improvements, including but not limited to the landscaping, utility services, access to the units and common element facilities serving the buildings, have been substantially completed, so that the material attached to the Declaration of Condominium as Exhibit "B", together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvement, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Prepared by:

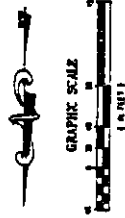

William C. McAnly, P.L.S.
Florida Registration No. 1543

1

LAGUNA ROYALE, A CONDOMINIUM THE VINEYARDS

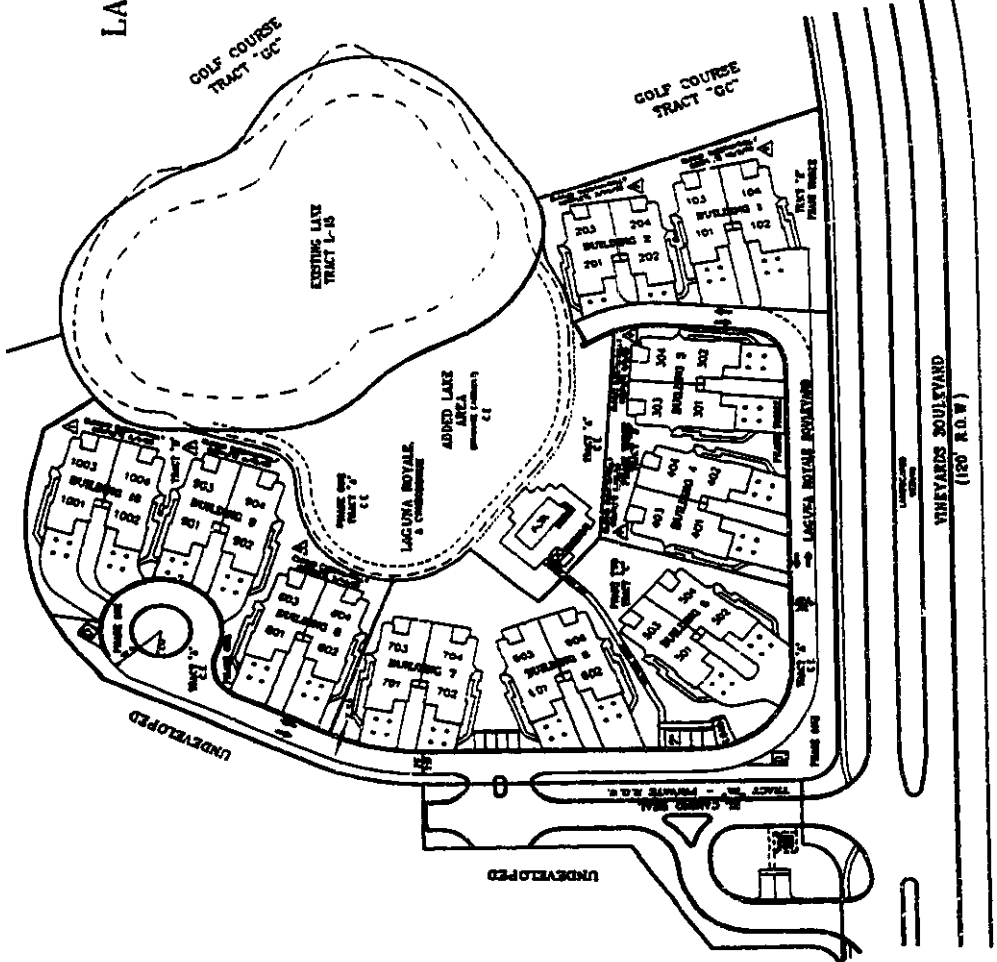
*** OR: 2238 PG: 0510 ***

EXHIBIT "B"



LEGEND

- 1" x 1" STIFF PARKING SPACE WITH WHEEL STOP
- W/OUT FOR DRIVEWAY
- 50.0 x 50.0 FT WASTE DUMPSTER W/ 8' TANCE
- W/ 4' TANCE
- W/ 5' TANCE
- LOADING SPACE (16' x 25')
- SPACES COMMON ELEMENT



LAGUNA DEVELOPERS, INC.
LAGUNA ROYALE
A CONDOMINIUM

DATE: _____

SCALE: _____

BY: _____

CHECKED BY: _____

DATE: _____

Re:

JANE TRAGER CROFT
2375 YAMINI TR W #207
NAPLES FL 34103

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
LAGUNA ROYALE, A CONDOMINIUM
(SUBMITTING PHASE II AND CERTIFICATE
OF SUBSTANTIAL COMPLETION OF BUILDING 7, PHASE II)**

THIS AMENDMENT made this 29th day of October, 1996, by LAGUNA DEVELOPERS, INC., a Florida corporation (the "Developer").

WHEREAS, the Developer has recorded a Declaration of Condominium for Laguna Royale, a Condominium, in Official Records Book 2057, Pages 769 et. seq., of the Public Records of Collier County, Florida; and

WHEREAS, said Declaration reserves the right of the Developer to make amendments to the Declaration of Condominium to comply with section 718.104(4)(e), Florida Statutes which Developer now desires to do; and

WHEREAS, Developer now desires to submit Phase II (located upon Tract C) to Laguna Royale, a Condominium, and to amend said Declaration for the purpose of certifying substantial completion of Building 7 in Phase II.

NOW THEREFORE, the Developer, pursuant to the aforesaid rights, hereby amends the Declaration of Condominium for Laguna Royale, a Condominium, as follows:

A. [Article 1 is amended and restated to read as follows:]

1. **THE LAND:** The land submitted to the condominium form of ownership by this Declaration and sometimes hereinafter referred as the "Land" is as follows:

Tract B, Tract C, Tract D and Tract E, according to the Plat of Laguna Royale recorded at Plat Book 23, at Page 91, of the Public Records of Collier County, Florida (Phases I, II and III) of LAGUNA ROYALE, located in Collier County, Florida, and more particularly described in Exhibit "A", Pages 1 through 3, attached to the Declaration of Condominium.

B. [The first sentence of the second paragraph of Article 2 is amended and restated as follows:]

Best Image Available Page 1 of 3

Laguna Royale, a condominium, contains forty (40) residential units in ten buildings and consists of all three phases of a proposed three phase development having a maximum of forty units.

- C. [Attached to this Certificate of Amendment is a revised Page Two of Exhibit "B". Article 5.1 is amended and restated to read as follows:]

5.1 Survey and Plot Plans. Attached hereto as part of Exhibit "B", and incorporated by reference herein, are a survey of the Land, the Commons Recreational Parcel, and plot 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, the Commons Area the Recreational Parcel and their relative locations and dimensions.

The condominium consists of 40 units numbered as follows: 101, 102, 103 and 104 in building number one; 201, 202, 203 and 204 in building number two; 301, 302, 303 and 304 in building number three; 401, 402, 403 and 404 in building number four; 501, 502, 503 and 504, in building number five; 601, 602, 603 and 604, in building number six; 701, 702, 703 and 704, in building number seven; 801, 802, 803 and 804 in building number eight; 901, 902, 903 and 904 in building number nine; 1001, 1002, 1003 and 1004 in building number ten.

- D. [Article 6.1 is amended and restated to read as follows:]

6.1 Shares of Ownership. The owners of each unit shall also own an undivided share in the common elements and the common surplus. The shares of ownership are 1/40th.

- E. [The first sentence of Article 23 is amended and restated to read as follows:]

23. DEVELOPMENT AND PHASING PLAN: Laguna Royale, a condominium contains forty (40) units in ten (10) buildings. All three phases, of a proposed three phase condominium (Phase I, II and III) have been developed.

- F. [Article 23.1 is amended and restated as follows:]

23.1 Phases I, II & III: The Developer has constructed all three phases, and they are located upon the land described on Pages 1, 2 and 3 of Exhibit "A" attached hereto.

G. Developer hereby amends said Declaration by adding thereto, the Surveyor's Certificate of Substantial Completion of Building 7 in Phase II.

IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment to the Declaration of Condominium to be executed by its undersigned duly authorized officer on the date set forth above.

Signed sealed and delivered in the presence of:

Patricia Stevens
Signature

PATRICIA STEVENS
Printed Name

[Signature]
Signature

Catherine J.S. Nadeau
Printed Name

LAGUNA DEVELOPERS, INC., a Florida corporation

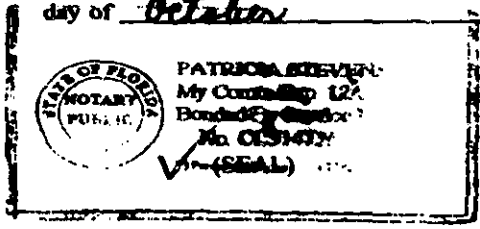
BY: [Signature]
MICHAEL KESSOUS, President
(CORPORATE SEAL)

Address:
3838 Tamiami Trail North, Suite 410
Naples, Florida 34103

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS, (one of the following should be checked; if none are checked, he is personally known to me) X who is personally known to me, or has produced _____ as identification, and who did take an oath, and who is known to be the President of LAGUNA DEVELOPERS, INC., a Florida corporation, the corporation named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 29th day of October, 1996.



Patricia Stevens
NOTARY PUBLIC
PATRICIA STEVENS

Printed Name of Notary
My Commission Number is:
My Commission Expires: 12/03/99

This instrument prepared by:
Jane Yeager Cheffy, Attorney at Law
2375 Tamiami Trail North, Ste. 207
Naples, Florida 34103
(941) 263-1130
c:\updates\laguna\certand.7\94-204\

**McANLY ENGINEERING
AND DESIGN INC.**

ENGINEERING

PLANNING

LAND SURVEYING

LANDSCAPE ARCHITECTURE

SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SURVEYOR made this 21st day of October, 1996.

This certificate is made as to Building "7" of Laguna Royale, A Condominium, located in Collier County, Florida, pursuant to Section 718.104 (4) (e), Florida Statutes.

I, William C. McAnly, a Land Surveyor authorized to practice in the State of Florida, hereby certify that the construction of the above referenced building, and all planned improvements, including but not limited to the landscaping, utility services, access to the units and common element facilities serving the buildings, have been substantially completed, so that the material attached to the Declaration of Condominium as Exhibit "B", together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvement, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Prepared by:



William C. McAnly, P.L.S.
Florida Registration No. 1543

LAGUNA ROYALE, A CONDOMINIUM
THE VINEYARDS

*** OR: 2245 PG: 0345 ***



LEGEND

- 1. 10' STIP PARKING SPACE WITH WHEEL STOP
- 2. TRAFFIC FLOW DIRECTION
- 3. 30' x 60' W/ 10' WASTE DUMPSTER w/ 8' ROAD
- 4. WAREHOUSE SPACE (12' x 18') w/ 3' WALKWAY
- 5. LOADING SPACE (16' x 25')
- 6. 60' x 75' COMMON ELEMENT

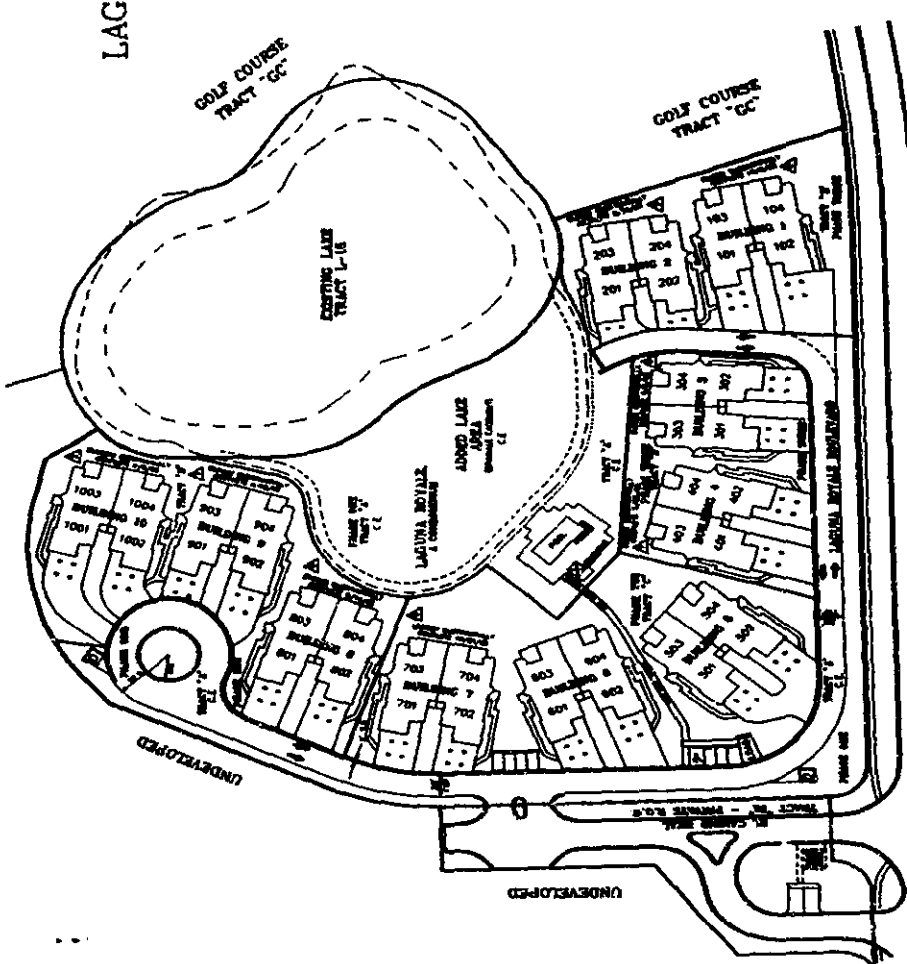


EXHIBIT "B"



LAGUNA DEVELOPERS, INC.
LAGUNA ROYALE
A CONDOMINIUM
PLAT BOOK

LAGUNA ROYALE, A CONDOMINIUM
PLAT BOOK