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COLLIER COUNTY OF AMENDMENT RECORDED

THE UNDERSIGNED, being the duly elected and acting President of The Windstar Condominium, Section One Association, Inc., a Florida corporation not for profit, does hereby certify that the resolutions set forth below were joined in and consented to in writing by all record owners of units in the Condominium, and consented to, by all mortgagees holding mortgages upon units in the Condominium in writing, for the purpose of amending and restating the Declaration of Condominium of The Windstar Condominium, Section One, as originally recorded at O.R. Book 1075, Pages 756 et seq., Public Records of Collier County, Florida, and the Bylaws and Articles of Incorporation of the corporation. The joinders and consents are attached hereto and recorded herewith.

RESOLVED: That the Declaration of Condominium of The Windstar Condominium, Section One, be and is hereby amended in part and restated in its entirety; and the restatement is adopted in the form attached hereto and made a part hereof.

RESOLVED: That the Articles of Incorporation of The Windstar Condominium, Section One Association Inc., be and are hereby amended in part and restated in their entirety; and the restatement is adopted in the form attached hereto and made a part hereof.

RESOLVED: That the Bylaws of The Windstar Condominium, Section One Association, Inc., be and are hereby amended in part and restated in their entirety; and the restatement is adopted in the form attached hereto and made a part hereof.

Date: 11 MAR 94

THE WINDSTAR CONDOMINIUM, SECTION ONE ASSOCIATION, INC.

Witness: Suzanne M. Young

By: R.I. Mosling, President
R.I. Mosling
4610 Gacht Harbor Dr.
Naples, FL 33962

Print Name: Suzanne M. Young

Witness: Mindy Cuiel

Print Name: MINDY CUIEL

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this day before me, an officer duly authorized to take acknowledgments, personally appeared R.I. Mosling, as the President of the aforementioned corporation, and he acknowledged execution of the foregoing instrument freely and voluntarily under the authority duly vested in him by said corporation. He is personally known to me or did produce _____ as identification.

Witness my hand and official seal this 11th day of MARCH, 1994.

Notary Public: Suzanne M. Young (SEAL)

Prepared by and Return to:
John M. Swalm III
Swalm & Murrell, P.A.
600 Fifth Ave. S. Suite 207
Naples, FL 33940



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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
THE WINDSTAR CONDOMINIUM, SECTION ONE**

P R E M I S E S:

WHEREAS on April 5, 1984, the original Declaration of Condominium of The Windstar Condominium, Section One, a.k.a. "Windward Cay" (hereinafter the "Condominium") was recorded in Official Record Book 1075, at Page 756 *et seq.*, of the Public Records of Collier County, Florida; and

WHEREAS that Declaration of Condominium created a Condominium which includes fifty (50) residential units planned to be constructed in nine (9) buildings, as shown in Exhibit DC-2 to the original Declaration; and

WHEREAS only fourteen (14) of the originally planned fifty (50) units and three (3) of the original nine (9) buildings were constructed; and it is not financially feasible to build the remaining thirty-six (36) units according to the original plans; and

WHEREAS WS Realty, Inc., as the owner of the thirty-six (36) unbuilt units, has entered into a Settlement Agreement with the owners of the fourteen (14) completed units based upon the premise that it is in everyone's best interest to restructure the Condominium to facilitate the sale of the undeveloped portion of the property to a successor developer; and

WHEREAS the successor developer will require a certain amount of flexibility in determining the number, size and type of the units to be built; and

WHEREAS the parties agree that the required degree of flexibility can best be achieved by removing the undeveloped property from the Condominium temporarily; and

WHEREAS in order to assure that the undeveloped land can and will be brought back into the Condominium after its development, that land must be designated as future phases of a phase condominium under Section 718.403 of the Florida Condominium Act; and

WHEREAS all unit owners and holders of mortgages or other liens against the condominium property have consented to and joined in the changes in the Condominium and the condominium documents necessary to effectuate the agreement of the parties and the purposes set forth above, and their joinders and consents are attached hereto and recorded herewith;

NOW THEREFORE this Amended and Restated Declaration of Condominium is made by The Windstar Condominium Section One Association, Inc., a Florida corporation not for profit, hereinafter the "Association." The land comprising Phase 1, subject to this Declaration and the improvements located thereon, have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. 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 a unit or the condominium property, constitutes an acceptance and ratification of all provisions of this

DECLARATION OF CONDOMINIUM

Page 1

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

Declaration as amended from time to time, and an agreement to be bound by its terms. This Declaration and its recorded exhibits, as they may be amended from time to time, replace and supersede the original Declaration and all of its recorded exhibits as amended to date.

2. **NAME.** The name by which this Condominium is identified is "The Windstar Condominium, Section One," (a.k.a. "Windward Cay").

3. **DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires.

3.1 "**Apartment**" has the same meaning as the term "unit" as defined in the Condominium Act.

3.2 "**Apartment Owner**" or "**Owner**" means the record owner of a fee simple interest in a unit in this Condominium.

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

3.4 "**Association**" means The Windstar Condominium Section One Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

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

3.6 "**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."

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

3.8 "**Developer**" means any person who offers units in Phase 2 or 3 of this Condominium for sale or lease to the general public in the ordinary course of business.

3.9 "**Family**" or "**Single Family**" means any one of the following:

(A) One natural person.

(B) Two or more natural persons who regularly and customarily reside together, 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 not more than one person who is not related to some or all of the others.

3.10 "**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

DECLARATION OF CONDOMINIUM

Page 2

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

limited to, interior partition 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.

3.11 "**Guest**" means any person (other than the unit owner and his family) who is physically present in, or occupies an apartment on a temporary basis at the invitation of the unit owner or other legally permitted occupant, without the payment of consideration. "Temporary" means not longer than ninety (90) days in any calendar year.

3.12 "**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 purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns.

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

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

3.15 "**Master Association**" means The Windstar Master Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the common properties within the Windstar project, as described in the Master Documents.

3.16 "**Master Declaration**" means the "Master Declaration of Covenants, Conditions and Restrictions for Windstar," as recorded in the Public Records of Collier County, Florida at O.R. Book 1075, Pages 736, *et seq.*, and as amended and restated in O.R. Book 1805, Page 93 *et seq.*, including all recorded exhibits thereto, as amended from time to time.

3.17 "**Occupy**" when used in connection with a unit, refers to the act of staying overnight in a unit. "**Occupant**" is a person who occupies a unit.

3.18 "**Primary Institutional Mortgagee**" means that institutional mortgagee which, at the time a determination is made, holds more first mortgages on 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.

3.19 "**Rules and Regulations**" means the rules and regulations promulgated by the Board of Directors concerning the use of the common elements and association property and the operation of the Association.

4. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS.

4.1 **Survey and Plot Plans.** Attached to this Declaration as part of Exhibit "B" and incorporated by reference herein, are surveys of the Land and plot plans, which graphically describe the improvements

DECLARATION OF CONDOMINIUM

Page 3

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in which units are located, and which show all existing units, including their identification numbers, locations and approximate dimensions, and the common elements and limited common elements. Together with this Declaration, the exhibit identifies each unit, the common elements and limited common elements, and their relative locations and dimensions.

4.2 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 intersections with the perimeter boundaries:

(1) **Upper Boundaries.** The unfinished interior 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 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 interior partition walls within a unit 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 perimeter boundaries shall extend to the interior unfinished surfaces of such apertures, and their frameworks thereof. Surfaces made of glass or other transparent material and all framing, casings and hardware therefor, are excluded from the unit.

(E) **Utilities.** The unit does not include any pipes, wiring, ducts or other utility installations that are physically within the above-described boundaries, but which serve other units or the common elements. Such utility installations are common elements.

In cases not specifically covered in this Section 4.2, 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 Section 4.2(D) above shall control over Exhibit "B".

5. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

5.1 Shares of Common Ownership. The Condominium contains fourteen (14) units. The owner of each unit owns a 1/14th undivided share in the common elements and the common surplus. As future phases are added, the share of the common elements and common surplus appurtenant to each unit shall be a fraction, the numerator of which is the number "one" and the denominator of which is the total number of units in the entire Condominium.

5.2 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:

DECLARATION OF CONDOMINIUM

Page 4

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

(A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 5.1 above.

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the amended and restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D" respectively.

(C) A perpetual nonexclusive easement for ingress and egress over, across and through, and for the use and enjoyment of, all Master Association property, subject to the Master Declaration.

(D) The exclusive right to use the limited common elements reserved for the unit, and the non-exclusive right to use the common elements.

(E) 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.

(F) Other appurtenances as may be provided by law or by this Declaration and its exhibits.

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

5.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements and limited common elements in accordance with the purposes for which they are intended, but no use may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the units, common elements, and limited common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Association, through its Board of Directors, as set forth in the Bylaws.

5.4 Master Declaration. By taking title to a unit, the owner becomes subject to the terms and conditions of the Master Declaration.

6. COMMON ELEMENTS; EASEMENTS.

6.1 Definition. The term "common elements" means all portions of the condominium property not included within the units as described in Section 4.2 above, and includes without limitation the following:

(A) The Land.

(B) All portions of the buildings and other improvements on the Land not included within the units, including limited common elements.

(C) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to units and the common elements.

(D) An easement of support in every portion of the Condominium which contributes to the support of a building.

DECLARATION OF CONDOMINIUM

Page 5

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

(E) The property and installations required for furnishing utilities and other services to more than one unit or to the common elements.

6.2 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 the easements specified in this section may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

(A) **Utility and other Easements.** The Association has the power, without the joinder of any unit owner, to grant easements such as water, sewer, electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements, and to grant access easements or relocate any existing access easements in any portion of the common elements, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and 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 or negligent act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

(C) **Ingress and Egress.** A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and 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 property comprising future phases of the condominium 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 in completed phases of the condominium property, and their units. Construction traffic shall not be allowed to use the paved roadways in Phase I.

(E) **Sales Activity.** For as long as it holds any unit for sale in the ordinary course of business, the Developer and its designees shall have the right to use, without charge, any units owned by it, and the common elements and common areas (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 on the common elements signs and other promotional material to

DECLARATION OF CONDOMINIUM

Page 6

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

advertise units for sale or lease, and take all other action helpful for sales, leases and promotion of the Condominium.

(F) The easements and rights described in (D) and (E) above shall terminate upon the sale of all units in the Condominium to purchasers other than a successor Developer.

6.3 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 passes with the title to the unit, whether or not separately described. No owner may maintain an action for partition of the common elements. The share of each owner in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the unit.

7. LIMITED COMMON ELEMENTS.

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

(A) **Covered Parking.** There are certain covered parking spaces or garages specifically assigned as limited common elements. The exclusive right to use the covered parking spaces or garages has been or will be assigned to certain units as shown in Exhibit "B". Maintenance of covered parking spaces and garages shall be by the Association, and shall be a common expense.

(B) **Air Conditioning and Heating Equipment.** All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, the exclusive use of which is an appurtenance to the unit. Except as otherwise provided in Section 10.4 below, the maintenance, repair and replacement of such equipment fixtures and installations shall be the responsibility of the unit owner.

(C) **Balcony, Patio, Porch or Lanai.** Any balcony, patio, porch or lanai attached to and serving exclusively a single unit shall be a limited common element, and the exclusive right of use shall be an appurtenance to that unit. The unit owner shall be responsible for all day-to-day cleaning and maintenance. No balcony, patio, porch or lanai may be carpeted, covered, screened or further enclosed in any way without the prior written approval of the Board of Directors.

(D) **Storage Lockers.** Certain storage lockers are shown on the survey and plot plan as limited common elements. Each locker is assigned to the exclusive use of a certain unit. No unit may be assigned or acquire the use of more than one locker. The exterior surfaces of the lockers will be maintained by the Association and the cost shall be a common expense.

(E) **Others.** Any part of the common elements that is connected to and exclusively serves a single unit, and is specifically required in Section 10 of this Declaration to be maintained, repaired or replaced by, or at the expense of, the unit owner, shall be deemed a limited common element, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware, locks and framing therefor.

DECLARATION OF CONDOMINIUM

Page 7

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

7.2 Exclusive Use. The exclusive right to use a limited common element is an appurtenance to the unit or units to which it is designated or assigned. The right to such use passes with the unit, whether or not separately described, and cannot be separated from it.

8. ASSOCIATION. The operation of the Condominium is by The Windstar Section One Condominium Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

8.1 Articles of Incorporation. A copy of the amended and restated Articles of Incorporation of the Association is attached as Exhibit "C".

8.2 Bylaws. The Bylaws of the Association shall be the amended and restated Bylaws attached as Exhibit "D", as they shall be amended from time to time.

8.3 Delegation of Management. The Board of Directors may contract for the management and maintenance of the condominium property and authorize a manager or management company 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 and repair of the common elements with funds made available by the Association for such purposes. The Association and its Directors and officers shall, however, retain at all times the powers, duties and responsibilities provided in the Condominium Act.

8.4 Membership. The members of the Association are the owners of record legal title to the units, as further provided in the Bylaws.

8.5 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 the 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.

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

8.7 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.

DECLARATION OF CONDOMINIUM

Page 8

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

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

8.9 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 Section 8.8 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.

8.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Sections 8.8 and 8.9 above.

8.11 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners. A copy of the roster shall be made available to any member upon request.

9. 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, including regular assessments for each unit's share of the common expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted common expenses. The Association may also levy late payment fees, or other special charges against any individual unit for any amounts other than 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:

9.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement and protection of the common elements and association property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense. Assessments levied by the Master Association against this Condominium, shall be common expenses, if so required by the Master Declaration.

9.2 Share of Common Expenses. The owner of each unit shall be liable for a share of the common expenses of the Association equal to his share of ownership of the common elements and the common surplus, as set forth in Section 5.1 of this Declaration.

9.3 Ownership. Assessments 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 has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

9.4 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 19.3 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, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

DECLARATION OF CONDOMINIUM

Page 9

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

9.5 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 for 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 below as to certain mortgagees.

9.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, until paid. The Association may also impose late payment fees to the extent provided by law. Assessments and installments thereon shall become due, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied as to interest, late payment fees, costs and attorney's fees, other charges, and regular or special assessments, in such manner and amounts as is provided by law. No payment by check is deemed received until the check has cleared.

9.7 Acceleration. If any special assessment or quarterly installment as to a unit remains unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment and all known special assessments for that fiscal year, as though all these assessments had originally been due on the date the Claim of Lien was recorded. The Association's lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law; and the 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 a notice of the exercise to the delinquent owner, by certified or registered mail to the owner's last known address. The notice is deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by Section 718.116 of the Condominium Act, or may be sent separately.

9.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and reasonable 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 also secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. 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 assessments past due and the due dates. The lien is in effect until barred by law. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

9.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage was recorded, except as otherwise provided by the Condominium Act, as amended from time to time. Any lease of a unit shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

9.10 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.

DECLARATION OF CONDOMINIUM

Page 10

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

9.12 Certificate As To Assessments. Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate 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. MAINTENANCE; LIMITATION UPON ALTERATION AND IMPROVEMENT. Responsibility for the maintenance, repair and replacement of the condominium property and restrictions on its alteration and improvements shall be as follows:

10.1 Association Maintenance. The maintenance, repair and replacement of all common elements and association property (other than those limited common elements that are specifically required to be maintained by the unit owner) shall be performed by the Association, and the cost is a common expense. The Association's responsibility includes, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Water pipes, up to the individual unit cut-off valve.
- (C) Cable television lines up to the wall outlets.
- (D) Main air conditioning condensation drain lines, up to the point where the individual unit drain line cuts off.
- (E) Main sewer lines, up to the point where the individual unit sewer lines connect.
- (F) All installations, fixtures and equipment 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.
- (G) All exterior building walls, including painting, waterproofing, and caulking.
- (H) Painting of the exterior surface of the main entrance door to each unit.
- (I) Elevators.

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. Except as otherwise provided in Section 10.3(E) below, all incidental damage to a unit or limited common elements caused by work done or ordered 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.

DECLARATION OF CONDOMINIUM

Page 11

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

10.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements within his own unit, whether ordinary or extraordinary, including, without limitation:

- (A) Maintenance, repair and replacement of screens, windows and window glass.
- (B) The main entrance door to the unit, and its interior surface, and all other doors within or affording access to the unit.
- (C) The electrical, mechanical and plumbing fixtures and outlets (including connections).
- (D) The circuit breaker panel serving the unit.
- (E) Appliances.
- (F) All portions of the heating and air conditioning equipment, and the water heater serving the unit.
- (G) Carpeting and other floor covering.
- (H) Door and window hardware and locks, appliances, other facilities or fixtures located entirely within his own unit which serve only his own unit.
- (I) All interior partition walls which do not form part of the boundary of the unit.

Any insurance proceeds paid to the Association with respect to any loss or damage within the unit covered by the Association's casualty insurance, and which loss would otherwise be borne by the unit owner, shall be paid to the unit owner.

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

- (A) **Balcony, Patio, Porch or Lanai.** Where a limited common element consists of a balcony, patio, porch or lanai, the unit owner who has the right to the exclusive use of the area shall be responsible for the maintenance, care and preservation of the paint and surfaces of the walls, floor and ceiling within said area, all screens, wiring, electrical outlets and fixtures 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, foyers, 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 any such installation. If the installation is made without prior approval the Board may, in

DECLARATION OF CONDOMINIUM

Page 12

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

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. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements.

(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.

(E) **Modifications and Alterations.** If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the condominium property.

(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.

10.4 Appliance Maintenance Contracts. If there becomes 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.

10.5 Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the Condominium.

10.6 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

DECLARATION OF CONDOMINIUM

Page 13

responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than \$5,000 in the aggregate in any calendar year without prior approval of at least two-thirds (2/3rds) of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

10.7 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 may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses of collection, if any.

10.8 Negligence: Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit (except those limited common elements required to be maintained by the Association, as provided in Section 7.1), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

10.9 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, 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 one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

DECLARATION OF CONDOMINIUM

Page 14

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

10.10 Pest Control. The Association may supply pest control services for the inside of each unit, with the cost being part of the common expenses. An owner has the option to decline service unless the Association determines that service is necessary for the protection of the balance of the Condominium, in which event each owner must either permit the Association's pest control company to enter his unit, or employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.

10.11 Balcony, Patio, Porch or Lanai Enclosures. The Board of Directors may adopt a basic approved plan for screening and/or glassing in of balconies, patios, porches or lanais. Owners of units may screen or enclose such areas serving their units in accordance with any such approved basic plan without specific consent from the Board of Directors, provided that the screening or enclosure conforms in every respect to the approved basic plans therefor.

10.12 Hurricane Shutters. The Board of Directors shall adopt a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. No hurricane shutter except of the standard model, color and style adopted by the Board of Directors shall be used in or upon the Condominium.

11. USE RESTRICTIONS. The use of the units and the common elements shall be in accordance with the following provisions, and with Article 11 of the Master Declaration:

11.1 Units. Each unit shall be occupied at any time by only one family, its servants and temporary guests, as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any unit. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling 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.

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

11.3 Pets. With the prior written consent of the Board of Directors, the owner of each unit may keep one (1) small pet, of a normal domesticated household type (such as a cat or dog) in the unit. The pet may not weigh more than twenty (20) pounds, and it must be leashed or carried at all times while on the condominium property outside of the unit. The ability to keep a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents. No pets of any kind are permitted in leased units. No reptiles, rodents, amphibians, swine or livestock may be kept in the Condominium, but tropical fish or caged birds are permitted.

11.4 Nuisances. No person shall use the condominium property in any manner that reasonably becomes or threatens to become a source of disturbance or annoyance to other residents, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor shall

DECLARATION OF CONDOMINIUM

Page 15

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

anyone use the premises in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the condominium documents, and residents shall at all times conduct themselves in a peaceful and orderly manner.

11.5 Signs. No person other than a developer and its agents may post or display "For Sale", "For Rent", or other similar signs anywhere on the condominium property.

11.6 Motor Vehicles; Parking. No motor vehicle shall be parked or kept within the Condominium except in a paved parking area. No trucks which are primarily used for commercial purposes, other than those temporarily present on business, may be parked or kept within the complex. Boats, boat trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, golf carts and the like, and any vehicles not in operable condition bearing current registration are prohibited. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. Because the number of parking spaces is limited, an owner's right to keep more than two (2) motor vehicles in the complex may be limited or regulated by the Board of Directors of the Association or the Commons Association.

12. 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.

12.1 Procedures.

(A) **Notice.** An owner intending to lease his unit must give to the Board of Directors (or its designee) written notice of such intention at least five (5) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, and other information about the lessee or the lease that the Board may reasonably require.

(B) **Failure to Give Notice.** Any lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the unit owner.

12.2 Term of Lease and Frequency of Leasing. No unit may be leased more than three (3) times in any calendar year, and the minimum lease term is thirty (30) consecutive days. No lease may begin sooner than thirty (30) days after the beginning of the last lease. No subleasing or assignment of lease rights by the lessee is allowed.

12.3 Occupancy During Lease Term. No one but the lessee and his family within the first degree of relationship by blood, adoption or marriage may occupy the unit. The total number of overnight occupants of a leased unit is limited to six (6) persons. No pets are permitted.

12.4 Use of Common Elements and Common Areas. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or common area parking facilities during the lease term.

12.5 Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide

DECLARATION OF CONDOMINIUM

Page 16

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

by the rules and regulations of the 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.

12.6 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

13. 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:

13.1 Forms of Ownership:

(A) **One Person.** A unit may be owned by one natural person who has qualified and been approved as elsewhere provided.

(B) **Two or More Persons.** Co-ownership of units by two or more natural persons is permitted. However, the intent of this provision is only to allow flexibility in estate, tax or financial planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for multiple families. 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 13. 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 13. No more than one such change will be approved in any twelve (12) month period.

(D) **Designation of Primary Occupant.** Within thirty (30) days after the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections 13.1(B) and (C) shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

DECLARATION OF CONDOMINIUM

Page 17

(E) **Life Estate.** A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under 13.2 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 under Section 13.1(B), above.

13.2 Transfers.

(A) **Sale or Gift.** No unit owner may dispose of a unit or any ownership 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 13.3(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 13.3 below.

(D) **Committee Approval.** To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

13.3 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 thirty (30) 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

DECLARATION OF CONDOMINIUM

Page 18

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

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 12.

(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 given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within thirty (30) 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.

(1) **With Good Cause.** Approval of the Association shall be withheld or denied 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 shall constitute good cause for disapproval:

- (a) 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;
- (b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (c) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
- (d) The person seeking approval has a history of disruptive behavior evidencing an attitude of disregard for rules or the rights or property of others;
- (e) The person seeking approval has evidenced an attitude of disregard for association rules by his conduct in this Condominium or another as a tenant, unit owner or occupant of a unit;

DECLARATION OF CONDOMINIUM

Page 19

(f) The transfer to the person seeking approval would result in that person owning more than two (2) units in the Condominium;

(g) 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; or

(h) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

(2) **Without Good Cause.** The Association may not disapprove or refuse to approve without good cause unless a majority of the whole Board so votes. If the Board does so, and if the owner has made the demand described in Section 13.3(A)(3) above, within thirty (30) days after the Board meeting at which the disapproval or refusal to approve took place, the Board must deliver in writing to the owner (hereafter "the seller") the name of an approved purchaser who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

(3) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

13.4 Exception. The provisions of Sections 13.2 and 13.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

13.5 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.

13.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The

DECLARATION OF CONDOMINIUM

Page 20

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

14. 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:

14.1 By the Unit Owner. Each unit owner is responsible for insuring his own unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and required to be repaired or replaced by the owner; 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 or liability to others that would otherwise be covered by such insurance.

14.2 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.

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

(A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an All Risk property contract.

(B) **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 Fidelity Bond.**

DECLARATION OF CONDOMINIUM

Page 21

14.4 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) Broad Form Comprehensive General Liability Endorsement.
- (C) Elevator Liability & Elevator Collision.
- (D) Directors and Officers Liability.
- (E) Medical Payments.
- (F) Leakage, seepage and wind-driven rain.

14.5 Description of Coverage. A detailed summary of the coverages 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.

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

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

- (A) **Common Elements.** Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.
- (B) **Units.** Proceeds received on account of damage within the units shall be held in prorated shares, based on the amount of damage within each damaged unit as a percentage of the total damage within all units.
- (C) **Mortgagee.** If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. No mortgagee shall have the right to require application of insurance proceeds to any mortgage it may hold against a unit, unless insurance proceeds on account of damage to that unit are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no mortgagee shall have the right to participate in determining whether improvements will be repaired or reconstructed after casualty.

DECLARATION OF CONDOMINIUM

Page 22

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

(D) **Deductible.** The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them proportionately in relation to the amount each party's loss bears to the total.

14.8 Distribution of Proceeds. Insurance proceeds from Association policies shall be distributed to or for the benefit of the unit owners in the following manner:

(A) **Costs of Protecting and Preserving the Property.** If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(B) **Cost of Repair or Reconstruction.** If the damage for which the proceeds are paid is to be repaired or reconstructed the remaining proceeds shall be used to defray the costs as provided in Sections 14.7 (A) and (B). Any proceeds remaining after repairs and reconstruction shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.

(C) **Failure to Repair or Reconstruct.** If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the proceeds on account of that damage shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

14.9 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.

15. REPAIR OR RECONSTRUCTION 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:

15.1 Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 14.7 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair.

15.2 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.

DECLARATION OF CONDOMINIUM

Page 23

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

(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 proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

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

(A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions, as further provided in Section 4.16 of the Bylaws. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the condominium property or association property as might be reasonable under the circumstances to protect the condominium property or association property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including insurance proceeds and reserves.

(B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.

(C) A meeting of the members shall be held not later than sixty (60) days after the Board has obtained the estimates, 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, reserves and other association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost, so it is reasonably anticipated that the repairs and reconstruction can be accomplished without need for a special assessment in excess of fifteen percent (15%) of the total annual budget for the condominium for the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote for termination, in which case the Condominium shall be terminated.

(2) If upon the advice of legal counsel and engineers, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units; or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the Condominium in the year in which the casualty occurred, the Condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote against termination. If the requisite number of unit owners vote

DECLARATION OF CONDOMINIUM

Page 24

against termination, the Board of Directors shall levy such assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and reconstruction.

(D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination by at least two-thirds (2/3rds) of the Directors shall be conclusive, and shall be binding upon all persons.

15.4 Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and reconstruction come first from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and reconstruction, such balance shall be distributed to the unit owners, except as otherwise provided in Section 14.7(C) above.

15.5 Equitable Relief. In the event of damage to the common elements which renders any unit uninhabitable, and repairs and reconstruction are not begun and completed within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include termination of the Condominium and partition of the former condominium property. For the purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

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

16. CONDEMNATION.

16.1 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. Awards for the 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.

16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after a taking by condemnation or eminent domain will be determined in the same manner provided for determining whether damaged property will be repaired or reconstructed or after a casualty.

16.3 Disbursement of Funds. If the Condominium is terminated, the proceeds of all awards and other payments will be deemed association property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated, but the size of the Condominium will be reduced, the owners of units to be diminished or eliminated, if any, will first be made whole, and any property damaged by the taking will be made usable

DECLARATION OF CONDOMINIUM

Page 25

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

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.

16.4 Association as Agent. The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with a condemning authority for the purpose of realizing just compensation.

16.5 Units Reduced but Habitable. If the size of a unit must be reduced, 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 doing so 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 in Common Elements.** If the floor area of a unit is materially reduced, the number representing the share of the common elements appurtenant to the unit shall be reduced by the same proportion as the floor area of the unit is reduced, and the shares of all unit owners in the common elements shall be proportionately increased by an amendment of the Declaration adopted under Section 718.110(5), Florida Statutes.

16.6 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 award shall be paid to the owner of the unit and to each mortgagee of the unit as their interests may appear, the remittance being made payable jointly to the owner and mortgagee(s).

(B) **Addition to Common Elements.** If possible and practical, any remaining portion of the unit shall become 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 ownership shares of the continuing units in the common elements as percentages of the numbers representing the shares of the same units as they existed before the adjustment.

(D) **Assessments.** If the award to the Association for damage to the common elements resulting from a taking is not sufficient to pay the cost of converting the remaining portions 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.

DECLARATION OF CONDOMINIUM

Page 26

16.7 Taking of Common Elements. Awards for the taking of common elements only 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 become part of the common surplus.

16.8 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 or eminent domain shall be accomplished by amending this Declaration and Exhibits "A" and "B" in conformity to the changes mandated by Sections 16.5 and 16.6 above. Approval of, or joinder by, lien holders is not required for any such amendment.

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

17.1 Agreement. The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three-fourths (3/4ths) of the units, and the Primary Institutional Mortgagee.

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

17.3 Certificate of Termination. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed with the formalities of a deed, and certifying as to the facts effecting the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association and has agreed to act as Termination Trustee, and the certificate shall be signed by the Trustee indicating his willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Collier County, Florida.

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

18.5 General Provisions. Upon the recording of the Certificate of Termination, legal title to all of the former condominium property and all association assets shall vest automatically in the Termination Trustee, without need for any further instrument of conveyance. The former unit owners become the owners, as tenants in common, of a beneficial interest in the property held by the Termination Trustee. The shares of such tenants in common are the same as were their shares of ownership of the common elements, as provided in Section 5.1 above. The mortgagee, lienor or creditor of a former unit owner shall have a mortgage or lien solely and exclusively upon the beneficial interest of such tenant in common in and to the property held by the Termination Trustee. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former condominium and association property, shall be common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each tenant in common, which lien shall be superior to, and take priority over, all other liens.

DECLARATION OF CONDOMINIUM

Page 27

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

18.6 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, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests may appear

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

18.8 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

18. ENFORCEMENT.

18.1 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 of the Association. 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.

18.2 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.

18.3 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, the condominium documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

DECLARATION OF CONDOMINIUM

Page 28

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

19. RIGHTS OF MORTGAGEES: Nothing in this Declaration shall be construed as intended to adversely affect the rights of existing mortgagees or the priority of a first mortgage against a unit existing on the date of recording this Declaration.

19.1 Approvals. Written consent of the institutional mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the unit's share of ownership of the common elements, except as otherwise provided in Sections 16.5(C), 16.6(C), 16.8, and 21.7.

19.2 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.

19.3 First Mortgage Foreclosure. If the mortgagee of a first 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, the liability of the first mortgagee for the unpaid common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the first mortgagee's acquisition of title, shall be limited to the amount the first mortgagee is required to pay under the Condominium Act, as it may be amended from time to time. No 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.

19.4 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.

19.5 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" means 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.

19.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the most recent financial report or financial statement of the Association.

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

(A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any unit on which the mortgagee holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association. An increase in coverage or a mere change of carriers shall not be

DECLARATION OF CONDOMINIUM

Page 29

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

deemed a material modification under this paragraph, nor shall any change in coverage which is mandatory under the Condominium Act as amended from time to time.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

20. PHASE DEVELOPMENT. This Condominium is being developed in phases pursuant to Section 718.403, Florida Statutes. Phase 1 is the land and improvements already submitted to condominium ownership, consisting of fourteen (14) units in three (3) buildings.

20.1 Phase 1. The land contained within Phase 1 is legally described on Pages 1-3 of Exhibit "A" to this Declaration. The survey and plot plans appear on Pages 1 & 4 of Exhibit "B".

20.2 Phase 2. Phase 2, when added, will consist of not less than 15 nor more than 18 units in one building. The units will contain a minimum of 1,500 and a maximum of 2,000 square feet of interior living space under air. Phase 2 is legally described on Page 4 of Exhibit "A". The proposed survey and plot plan appear at Pages 2 and 4 of Exhibit "B".

20.3 Phase 3. Phase 3, when added, will consist of not less than 15 nor more than 18 units in one building. The units will contain a minimum of 1,500 and a maximum of 2,000 square feet of interior living space under air. Phase 3 is legally described on Page 5 of Exhibit "A". The proposed survey and plot plan appear at Pages 3 and 4 of Exhibit "B".

20.4 Deadline for adding Phases; Automatic Addition of Phases. Pursuant to an agreement with the unit owners in Phase 1, the land and units comprising Phases 2 and 3 *must* be added to this Condominium within five (5) years after the date this amended and restated Declaration is recorded in the Public Records of Collier County, Florida. If either Phase has not been added by that time, this Declaration shall be deemed automatically amended to include that Phase, as though it had been added by the act of the Developer as described in Sections 21.3 and 22.7 below. Any person who holds a mortgage or other lien on the property comprising such a Phase shall be deemed to have consented to the automatic re-inclusion of that land within this Condominium. Any such Phase which is automatically brought in shall be deemed to include the maximum number of units which could be constructed in that Phase as described in this Section 20, even if the building in which the units are to be located has not been built.

20.5 Voting Rights and Ownership in Association. The owners of each unit collectively, will be entitled to cast one vote in Association affairs where a vote of the members is required or called for. The owners of each unit shall beneficially own a fractional share of the common surplus equal to the unit's fractional share of ownership of the common elements as stated in Section 5.1 of this Declaration.

20.6 Effect of Adding Additional Phases. The primary effect of adding additional phases to the Condominium is to increase the number of unit owners sharing the common facilities, as well as the number of units voting and contributing to paying the common expenses. For example, if Phase 2 is added with 15 units, the size of the Condominium will increase to twenty-nine (29) units. Each unit owner will pay a smaller share of the common expenses (1/29th compared to 1/14th) and will have one vote out of twenty-nine (29) instead of one out of fourteen (14), and will share the common facilities with twenty-eight other unit owners, instead of the present thirteen (13). In addition, as the Condominium grows in size, the degree of state regulation of its operations increases. For example, if a condominium contains less than twenty-five units, the owners may vote to opt out of the burdensome and complicated election procedures

DECLARATION OF CONDOMINIUM

Page 30

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

which larger associations are required to use. Larger condominiums must comply with the more complicated election laws.

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 Condominium 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 any person's use of the condominium property shall unreasonably 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 a successor developer, without the consent of any other unit owner or any holder of a mortgage secured by any unit.

21.3 Amendments by Developer. The Developer has the right under the Condominium Act to amend this Declaration and its recorded exhibits for the purposes of adding additional phases, revising recorded survey exhibits to reflect as-built conditions, and certifying substantial completion of buildings. Said amendments may be made and executed solely by the Developer and recorded in the Public Records of Collier County, Florida, without any requirement of securing the consent of any unit owner, the Association, or the owner or holder of any lien encumbering a condominium parcel. The Developer also has the right to modify, to the maximum extent lawful under Subsection 718.403(2)(a), Florida Statutes (1993), the unit or building types in Phases 2 and 3 from what is shown in the plot plans attached as part of Exhibit "B". The Developer shall also have the right to make non-material changes in the legal descriptions of Phases 2 and 3.

21.4 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 the Developer chooses, without need for Association approval as provided for in Section 14 above.

21.5 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.

DECLARATION OF CONDOMINIUM

Page 31

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

22. AMENDMENT OF DECLARATION. 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 one-fourth (1/4th) 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 for which proper notice can still be given.

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the 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 by 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 Proviso. No amendment may change the boundaries 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, unless all record owners of the unit, and any institutional mortgagee holding a mortgage on the unit, and a majority of the voting interests, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 16, nor to the adding of additional phases as provided in Section 22.7 below.

22.6 Correction of Errors. 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.

22.7 Phasing Amendments. Notwithstanding the foregoing, as further provided in Section 20. above, the Developer has the right and the affirmative obligation, within five (5) years after the date of recording this amended and restated Declaration of Condominium, to amend this Declaration and its exhibits as necessary to add Phases 2 and 3 to this Condominium pursuant to Section 718.403 of the Condominium Act. Such amendments do not require execution by, or consent of, unit owners, the Association, or the owner and holder of any lien or mortgage encumbering a condominium parcel in the land already submitted to condominium ownership; and said amendments are required to be executed only by the Developer, and recorded in the Public Records of Collier County, Florida, together with such joinders or consents as may be required under Section 718.104(3) of the Condominium Act.

23. MISCELLANEOUS.

DECLARATION OF CONDOMINIUM

Page 32

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

23.1 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 effect the remaining portions.

23.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it exists on the date hereof.

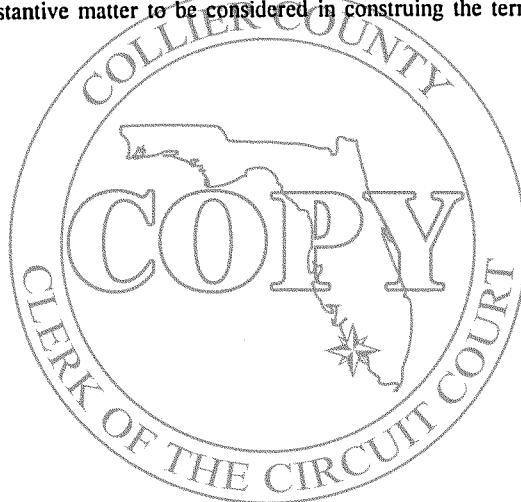
23.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

23.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. The Board's 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.

23.5 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.

23.6 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.

23.7 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.



DECLARATION OF CONDOMINIUM

Page 33

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

Engineers • Scientists • Surveyors • Planners • Appraisers

**WINDSTAR CONDOMINIUM, SECTION ONE
PHASE I, PARCEL A
DESCRIPTION**


A Tract of land lying in Tract "M" of Windstar, A subdivision as recorded in Plat Book 14, Pages 11 through 15 of the Public Records of Collier County, Florida, being more particularly described as follows:

Beginning at an intersection of the northerly line of said Tract "M" with the westerly line of Tract "A" of said subdivision, run along the boundary of said Tract "M" N72°21'00"W 74.15 feet; thence S18°31'06"W 127.05 feet to a point of curvature; thence 177.57 feet along the arc of a curve concave to the northwest having a radius of 410.51 feet, a central angle of 24°47'02" and a chord of 176.19 feet, bearing S30°54'38"W to a point of compound curvature; thence 201.17 feet along the arc of a curve concave to the northwest having a radius of 1250.00 feet, a central angle of 09°13'16" and a chord of 200.96 feet, bearing S47°54'48"W to a point of tangency; thence S52°31'26"W 178.02 feet; thence leaving the boundary of said Tract "M" S00°00'00"E 228.86 feet; thence N84°00'36"E 43.96 feet; thence N74°46'35"E 78.77 feet; thence N90°00'00"E 24.79 feet; thence N00°00'00"E 152.05 feet; thence N90°00'00"E 126.56 feet to the westerly line of said Tract "A"; thence along said line N24°04'41"E 389.67 feet to a point of curvature; thence 198.20 feet along the arc of a curve concave to the northwest having a radius of 970.00 feet, a central angle of 11°42'27" and a chord of 197.86 feet, bearing N18°13'27"E to the POINT OF BEGINNING.

The above describes an area of approximately 108,599 square feet or 2.49 acres of land.

Subject to easements, restrictions and reservations of record.


COASTAL ENGINEERING CONSULTANTS, INC.
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 33942 (813) 643-2324


James S. Richmond, V.P.
Professional Land Surveyor
Florida Certificate No. 4118
NOT VALID UNLESS SIGNED
NOT VALID UNLESS SEALED WITH THE
EMBOSSSED SEAL OF THE SURVEYOR
C.E.C. FILE NO. SUR\DESC\93125.1A\WP
DATE: 12/10/93

**WINDSTAR CONDOMINIUM, SECTION ONE
PHASE I, PARCEL B
DESCRIPTION**


A Tract of land lying in Tract "M" of Windstar, A subdivision as recorded in Plat Book 14, Pages 11 through 15 of the Public Records of Collier County, Florida, being more particularly described as follows:

Commencing at an intersection of the northerly line of said Tract "M" with the westerly line of Tract "A" of said subdivision, run along the boundary of said Tract "M" N72°21'00"W 74.15 feet; thence S18°31'06"W 127.05 feet to a point of curvature; thence 177.57 feet along the arc of a curve concave to the northwest having a radius of 410.51 feet, a central angle of 24°47'02" and a chord of 176.19 feet, bearing S30°54'38"W to a point of compound curvature; thence 201.17 feet along the arc of a curve concave to the northwest having a radius of 1250.00 feet, a central angle of 09°13'16" and a chord of 200.96 feet, bearing S47°54'48"W to a point of tangency; thence S52°31'26"W 482.76 feet to the POINT OF BEGINNING; thence continue S52°31'26"W 125.31 feet to a point of curvature; thence 69.40 feet along the arc of a curve concave to the east having a radius of 40.00 feet, a central angle of 99°24'27" and a chord of 61.02 feet, bearing S02°49'12"W to a point of tangency; thence S46°53'01"E 107.76 feet; thence leaving the boundary of said Tract "M" N72°58'31"E 94.07 feet; thence N43°06'59"E 31.50 feet; thence N06°51'46"W 102.89 feet; thence S83°08'14"W 28.42 feet; thence N37°28'34"W 77.55 feet to the POINT OF BEGINNING.

The above describes an area of approximately 27,116 square feet or 0.62 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.
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DATE: 12/10/93



001925
OR BOOK

000843
PAGE

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**WINDSTAR CONDOMINIUM, SECTION ONE
PHASE I, PARCEL C
DESCRIPTION**


A Tract of land lying in Tract "M" of Windstar, A subdivision as recorded in Plat Book 14, Pages 11 through 15 of the Public Records of Collier County, Florida, being more particularly described as follows:

Commencing at an intersection of the northerly line of said Tract "M" with the westerly line of Tract "A" of said subdivision, run along the boundary of said Tract "M" N72°21'00"W 74.15 feet; thence S18°31'06"W 127.05 feet to a point of curvature; thence 177.57 feet along the arc of a curve concave to the northwest having a radius of 410.51 feet, a central angle of 24°47'02" and a chord of 176.19 feet, bearing S30°54'38"W to a point of compound curvature; thence 201.17 feet along the arc of a curve concave to the northwest having a radius of 1250.00 feet, a central angle of 09°13'16" and a chord of 200.96 feet, bearing S47°54'48"W to a point of tangency; thence S52°31'26"W 178.02 feet to the Point of Beginning; thence leaving the boundary of said Tract "M" S00°00'00"E 228.86 feet; thence N84°00'36"E 43.96 feet; thence N74°46'35"E 78.77 feet; thence N90°00'00"E 24.79 feet; thence N00°00'00"E 152.05 feet; thence N90°00'00"E 126.56 feet to the westerly line of said Tract "A"; thence along said line S24°04'41"W 86.33 feet to a point of curvature; thence 242.46 feet along the arc of a curve concave to the southeast having a radius of 595.00 feet, a central angle of 23°20'53" and a chord of 240.79 feet, bearing S12°24'14"; thence leaving said line S90°00'00"W 154.30 feet; thence N00°00'00"E 47.71 feet; thence N90°00'00"W 116.65 feet; thence S24°17'43"W 39.86 feet; thence N80°36'10"W 51.63 feet; thence N06°51'46"W 102.89 feet; thence S83°08'14"W 28.42 feet; thence N37°28'34"W 77.55 feet to the boundary line of said Tract "M"; thence N52°31'26"E 304.74 feet to the POINT OF BEGINNING.

The above describes an area of approximately 91,441 square feet or 2.10 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.
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DATE: 12/10/93



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**WINDSTAR CONDOMINIUM, SECTION ONE
PHASE 2
DESCRIPTION**


A Tract of land lying in Tract "M" of Windstar, A subdivision as recorded in Plat Book 14, Pages 11 through 15 of the Public Records of Collier County, Florida, being more particularly described as follows:

Commencing at an intersection of the northerly line of said Tract "M" with the westerly line of Tract "A" of said subdivision, run along the boundary of said Tract "M" N72°21'00"W 74.15 feet; thence S18°31'06"W 127.05 feet to a point of curvature; thence 177.57 feet along the arc of a curve concave to the northwest having a radius of 410.51 feet, a central angle of 24°47'02" and a chord of 176.19 feet, bearing S30°54'38"W to a point of compound curvature; thence 201.17 feet along the arc of a curve concave to the northwest having a radius of 1250.00 feet, a central angle of 09°13'16" and a chord of 200.96 feet, bearing S47°54'48"W to a point of tangency; thence S52°31'26"W 608.07 feet to a point of curvature; thence 69.40 feet along the arc of a curve concave to the east having a radius of 40.00 feet, a central angle of 99°24'27" and a chord of 61.02 feet, bearing S02°49'12"W to a point of tangency; thence S46°53'01"E 107.76 feet to the POINT OF BEGINNING; thence continue S46°53'01"E 356.83 feet; thence leaving the boundary of said Tract "M" N43°06'59"E 281.54 feet to the westerly line of said Tract "A"; thence 69.21 feet along the arc of a curve concave to the east having a radius of 595.00 feet, a central angle of 06°39'51" and a chord of 69.17 feet, bearing N02°36'08"W; thence leaving said westerly line N90°00'00"W 154.30 feet; thence N00°00'00"E 47.71 feet; thence N90°00'00"W 116.65 feet; thence S24°17'43"W 39.86 feet; thence N80°36'10"W 51.63 feet; thence S43°06'59"W 31.50 feet; thence S72°58'31"W 94.07 feet to the POINT OF BEGINNING.

The above describes an area of approximately 78,179 square feet or 1.79 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.
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C.E.C. FILE NO. SUR\DESC\93125.2\WP
DATE: 12/10/93

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**WINDSTAR CONDOMINIUM, SECTION ONE
PHASE 3
DESCRIPTION**

A Tract of land lying in Tract "M" of Windstar, A subdivision as recorded in Plat Book 14, Pages 11 through 15 of the Public Records of Collier County, Florida, being more particularly described as follows:

Commencing at an intersection of the northerly line of said Tract "M" with the westerly line of Tract "A" of said subdivision, run along the boundary of said Tract "M" N72°21'00"W 74.15 feet; thence S18°31'06"W 127.05 feet to a point of curvature; thence 177.57 feet along the arc of a curve concave to the northwest having a radius of 410.51 feet, a central angle of 24°47'02" and a chord of 176.19 feet, bearing S30°54'38"W to a point of compound curvature; thence 201.17 feet along the arc of a curve concave to the northwest having a radius of 1250.00 feet, a central angle of 09°13'16" and a chord of 200.96 feet, bearing S47°54'48"W to a point of tangency; thence S52°31'26"W 608.07 feet to a point of curvature; thence 69.40 feet along the arc of a curve concave to the east having a radius of 40.00 feet, a central angle of 99°24'27" and a chord of 61.02 feet, bearing S02°49'12"W to a point of tangency; thence S46°53'01"E 464.59 feet to the POINT OF BEGINNING; thence S46°53'01"E 263.08 feet to a point of curvature; thence 41.04 feet along the arc of a curve concave to the northeast having a radius of 73.04 feet, a central angle of 32°11'37" and a chord of 40.50 feet, bearing S62°58'50"E to a point of reverse curvature; thence 72.04 feet along the arc of a curve concave to the southwest having a radius of 129.73 feet, a central angle of 31°49'00" and a chord of 71.12 feet, bearing S63°10'08"E; thence N73°17'38"E 83.23 feet to the westerly line of said Tract "A"; thence 224.02 feet along the arc of a curve concave to the southwest having a radius of 605.00 feet, a central angle of 21°12'57" and a chord of 222.75 feet, bearing N27°18'51"W to a point of reverse curvature; thence 126.71 feet along the arc of a curve concave to the northeast having a radius of 330.00 feet, a central angle of 22°00'00" and a chord of 125.93 feet, bearing N26°55'19"W to a point of compound curvature; thence 103.72 feet along the arc of a curve concave to the northeast having a radius of 595.00 feet, a central angle of 09°59'16" and a chord of 103.59 feet, bearing N10°55'41"W; thence S43°06'59"W 281.54 feet to the POINT OF BEGINNING.

The above describes an area of approximately 70,350 square feet or 1.61 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.
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James S. Richmond, V.P.

Professional Land Surveyor
Florida Certificate No. 4118

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C.E.C. FILE NO. SUR\DESC\93125.3\WP

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Page 5

EXHIBIT "A"

12/10/93

WINDSTAR CONDOMINIUM, SECTION ONE

LYING IN TRACT "M" OF WINDSTAR, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 11 THROUGH 15, COLLIER COUNTY, FLORIDA.

YACHT HARBOR DRIVE 60' RIGHT OF WAY
EXISTING 24' WIDE ASPHALT PAVEMENT WITH 2" WIDE CONCRETE VALLEY CUTTER
EITHER SIDE OF PAVEMENT



CHECK - CURVE DATA

CURVE RADIUS	CHORD BEARING	CHORD BEARING
C1 595.00'	163°30'47"	172.93'
C2 595.00'	163°30'47"	172.93'
C3 595.00'	163°30'47"	172.93'
C4 595.00'	163°30'47"	172.93'
C5 595.00'	163°30'47"	172.93'
C6 595.00'	163°30'47"	172.93'
C7 595.00'	163°30'47"	172.93'
C8 595.00'	163°30'47"	172.93'
C9 595.00'	163°30'47"	172.93'
C10 595.00'	163°30'47"	172.93'
C11 595.00'	163°30'47"	172.93'
C12 595.00'	163°30'47"	172.93'
C13 595.00'	163°30'47"	172.93'
C14 595.00'	163°30'47"	172.93'
C15 595.00'	163°30'47"	172.93'
C16 595.00'	163°30'47"	172.93'
C17 595.00'	163°30'47"	172.93'
C18 595.00'	163°30'47"	172.93'
C19 595.00'	163°30'47"	172.93'
C20 595.00'	163°30'47"	172.93'

POINT OF COMMENCEMENT
INTERSECTION OF THE NORTHERLY LINE OF TRACT "M" WITH THE WESTERLY LINE OF TRACT "A" OF WINDSTAR

POINT OF BEGINNING
PHASE 1, PARCEL A

R = 970.00'
Δ = 114°22'27"
L = 199.20'
CH = 197.86'
CHB = M161327E

PHASE 1 PARCEL A

R = 410.51'
Δ = 244°7'02"
L = 177.57'
CH = 178.19'
CHB = S20°54'30"E

PHASE 1 PARCEL B

R = 1250.00'
Δ = 07°13'16"
L = 201.17'
CH = 200.96'
CHB = S47°54'48"E

PHASE 1 PARCEL C

R = 120.00'
Δ = 47°00'00"
L = 415.33'
CH = 407.00'
CHB = S83°53'10"E

PHASE 1 PARCEL D

R = 120.00'
Δ = 47°00'00"
L = 415.33'
CH = 407.00'
CHB = S83°53'10"E

PHASE 1 PARCEL E

R = 120.00'
Δ = 47°00'00"
L = 415.33'
CH = 407.00'
CHB = S83°53'10"E

PHASE 1 PARCEL F

R = 120.00'
Δ = 47°00'00"
L = 415.33'
CH = 407.00'
CHB = S83°53'10"E

PHASE 1 PARCEL G

R = 120.00'
Δ = 47°00'00"
L = 415.33'
CH = 407.00'
CHB = S83°53'10"E

PHASE 1 PARCEL H

R = 120.00'
Δ = 47°00'00"
L = 415.33'
CH = 407.00'
CHB = S83°53'10"E

PHASE 1 PARCEL I

R = 120.00'
Δ = 47°00'00"
L = 415.33'
CH = 407.00'
CHB = S83°53'10"E

PHASE 1 PARCEL J

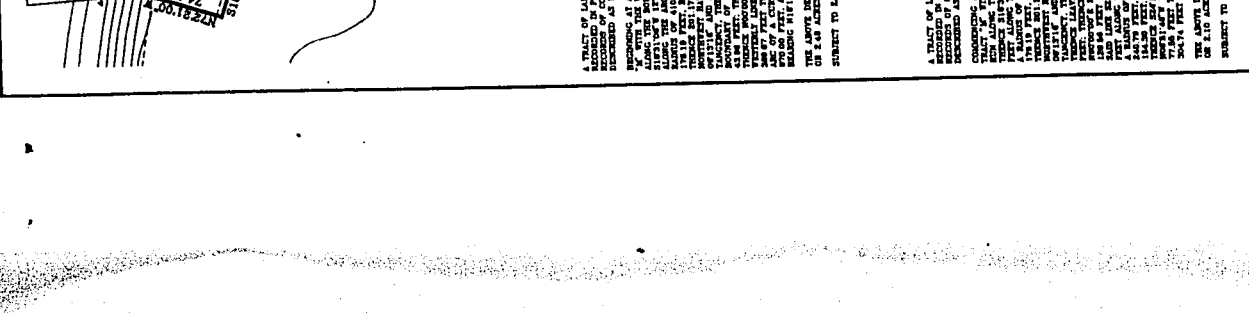
R = 120.00'
Δ = 47°00'00"
L = 415.33'
CH = 407.00'
CHB = S83°53'10"E

PHASE 1 PARCEL K

R = 120.00'
Δ = 47°00'00"
L = 415.33'
CH = 407.00'
CHB = S83°53'10"E

PHASE 1 PARCEL L

R = 120.00'
Δ = 47°00'00"
L = 415.33'
CH = 407.00'
CHB = S83°53'10"E



TRACT "M" PARCEL 1

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 2

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 3

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 4

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 5

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 6

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 7

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 8

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 9

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 10

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 11

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 12

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 13

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 14

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 15

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 16

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 17

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 18

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 19

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 20

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 21

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 22

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 23

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 24

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 25

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 26

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 27

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 28

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 29

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 30

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 31

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 32

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 33

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 34

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 35

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 36

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 37

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 38

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 39

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 40

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 41

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 42

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 43

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 44

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 45

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 46

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 47

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 48

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 49

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

TRACT "M" PARCEL 50

R = 120.00'
Δ = 31°48'50"
L = 72.04'
CH = 40.50'
CHB = S42°58'50"E

EXHIBIT B
PAGE 1
C.E.C. FILE NO. 83125
ACAD DWG. 3125BNDY

DETAIL "A"
NOT TO SCALE

PHASE 1, PARCEL A, B AND C
BOUNDARY SURVEY

THE INSTRUMENT PREPARED BY
JAMES S. BROWN, SURVEYOR
1100 SOUTH WINDSTAR BLVD., SUITE 100
PENSACOLA, FLORIDA 32506
PHONE NO. (904) 462-1144

DATE: 1-18-94

BY: James S. Brown

PHASE 1, PARCEL A, B AND C
BOUNDARY SURVEY

DATE: 1-18-94

BY: James S. Brown

PHASE 1, PARCEL A, B AND C
BOUNDARY SURVEY

DATE: 1-18-94

BY: James S. Brown

PHASE 1, PARCEL A, B AND C
BOUNDARY SURVEY

DATE: 1-18-94

BY: James S. Brown

WINDSTAR CONDOMINIUM, SECTION ONE

LYING IN TRACT "M" OF WINDSTAR, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 11 THROUGH 15, COLLIER COUNTY, FLORIDA.

YACHT HARBOR DRIVE 60' RIGHT OF WAY
EXISTING 24' WIDE ASPHALT PAVEMENT WITH 2' WIDE CONCRETE VALLET CUTTER
EITHER SIDE OF PAVEMENT

CH - CURVE DATA

CURVE RADIUS	DELTA	LENGTH	TANGENT	CHORD	BEARING
CI	595.00'	0639531	88.21'	34.84'	N225°40'00"
CE	595.00'	0959616	103.72'	103.38'	N107°55'41"W

TOTAL CURVE

R	595.00'
Δ	47°00'00"
L	418.38'
CI	407.06'
CE	492.51'

R	1250.00'
Δ	05°13'16"
L	201.17'
CI	200.96'
CE	247.54'±0.01'

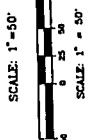
R	410.51'
Δ	24°47'02"
L	170.16'
CI	250.54'±0.01'

R	605.00'
Δ	21°12'57"
L	224.02'
CI	222.75'
CE	267.03'±0.01'

R	330.00'
Δ	22°00'00"
L	128.71'
CI	128.93'
CE	152.55'±0.01'

R	120.73'
Δ	31°49'00"
L	72.04'
CI	71.12'
CE	587.10'±0.01'

R	73.04'
Δ	42°11'
L	40.50'
CI	40.50'
CE	582.58'±0.01'



- GENERAL NOTES
1. SHOWS THE LOCATION OF THE PERMANENT CONTROL POINT.
 2. SHOWS THE LOCATION OF THE PERMANENT CONTROL POINT.
 3. SHOWS THE LOCATION OF THE PERMANENT CONTROL POINT.
 4. SHOWS THE LOCATION OF THE PERMANENT CONTROL POINT.
 5. SHOWS THE LOCATION OF THE PERMANENT CONTROL POINT.
 6. SHOWS THE LOCATION OF THE PERMANENT CONTROL POINT.
 7. SHOWS THE LOCATION OF THE PERMANENT CONTROL POINT.
 8. SHOWS THE LOCATION OF THE PERMANENT CONTROL POINT.

SURVEYOR'S CERTIFICATE

I, JAMES R. RAY, SURVEYOR, DO HEREBY CERTIFY THAT THE ACCURACY OF THE SURVEY WORK SHOWN ON THIS PLAT WAS OBTAINED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES GOVERNING SURVEYING. I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA.

DATE: 12-18-94

James R. Ray
 JAMES R. RAY
 SURVEYOR
 12-18-94

TRACT "A" BOUNDARY SURVEY

TRACT "B" BOUNDARY SURVEY

TRACT "C" BOUNDARY SURVEY

TRACT "D" BOUNDARY SURVEY

TRACT "E" BOUNDARY SURVEY

TRACT "F" BOUNDARY SURVEY

TRACT "G" BOUNDARY SURVEY

TRACT "H" BOUNDARY SURVEY

TRACT "I" BOUNDARY SURVEY

TRACT "J" BOUNDARY SURVEY

TRACT "K" BOUNDARY SURVEY

TRACT "L" BOUNDARY SURVEY

TRACT "M" BOUNDARY SURVEY

TRACT "N" BOUNDARY SURVEY

TRACT "O" BOUNDARY SURVEY

TRACT "P" BOUNDARY SURVEY

TRACT "Q" BOUNDARY SURVEY

TRACT "R" BOUNDARY SURVEY

TRACT "S" BOUNDARY SURVEY

TRACT "T" BOUNDARY SURVEY

TRACT "U" BOUNDARY SURVEY

TRACT "V" BOUNDARY SURVEY

TRACT "W" BOUNDARY SURVEY

TRACT "X" BOUNDARY SURVEY

TRACT "Y" BOUNDARY SURVEY

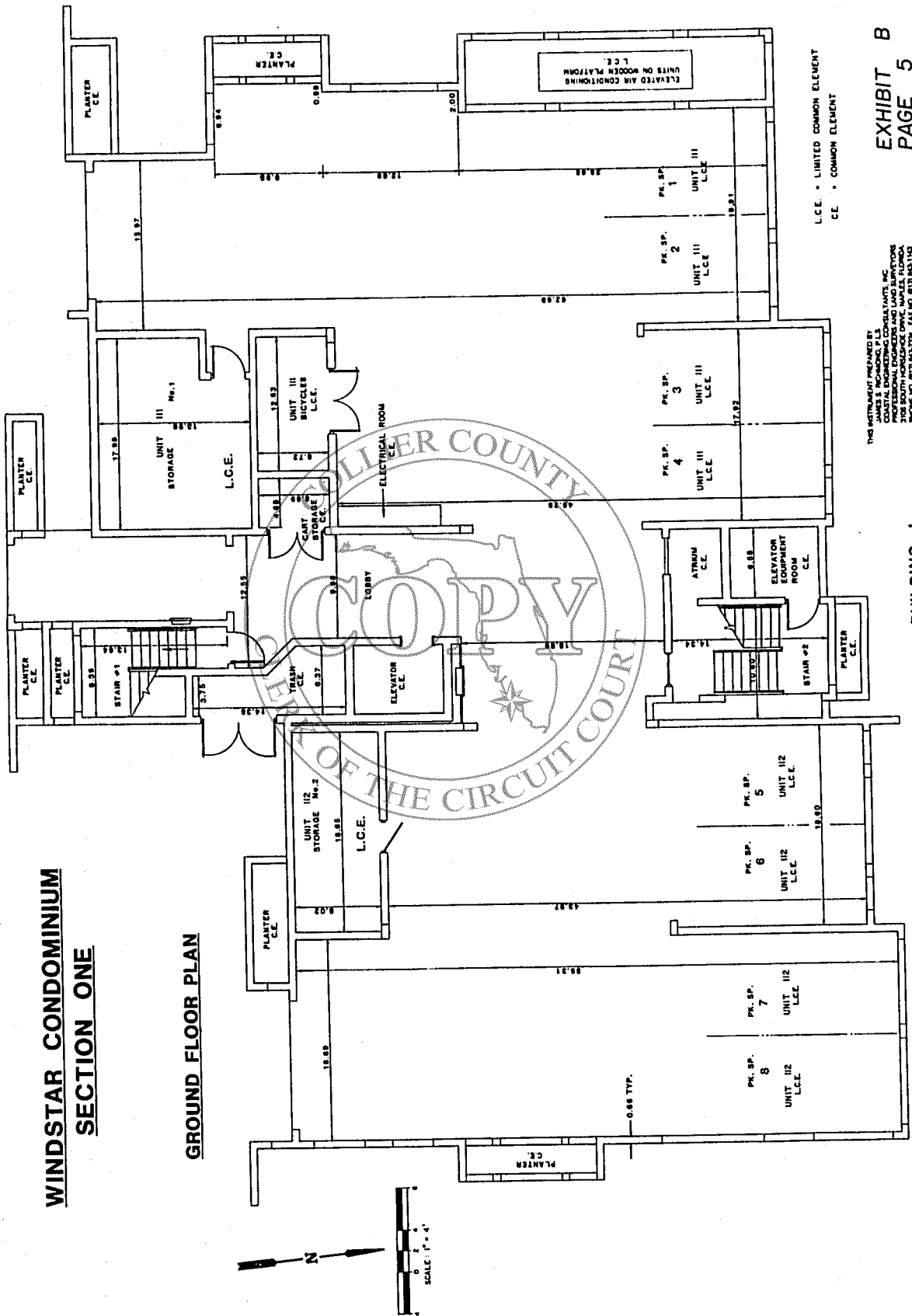
TRACT "Z" BOUNDARY SURVEY

EXHIBIT B
 PAGE 3
 REC FILE NO: 93125
 ACAD DWG: 3125RNDY

THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES GOVERNING SURVEYING. I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA.

**WINDSTAR CONDOMINIUM
SECTION ONE**

GROUND FLOOR PLAN



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

EXHIBIT B
PAGE 5
C.E.C. FILE NO. 93-125-5

THE ABOVE PLAN WAS PREPARED BY
COASTAL ENGINEERING CONSULTANTS, INC.
REGISTERED PROFESSIONAL ENGINEERS
IN THE STATE OF FLORIDA
1000 W. UNIVERSITY BLVD., SUITE 100
TALLAHASSEE, FLORIDA 32310
PHONE NO. (904) 843-2224 FAX NO. (904) 843-1143

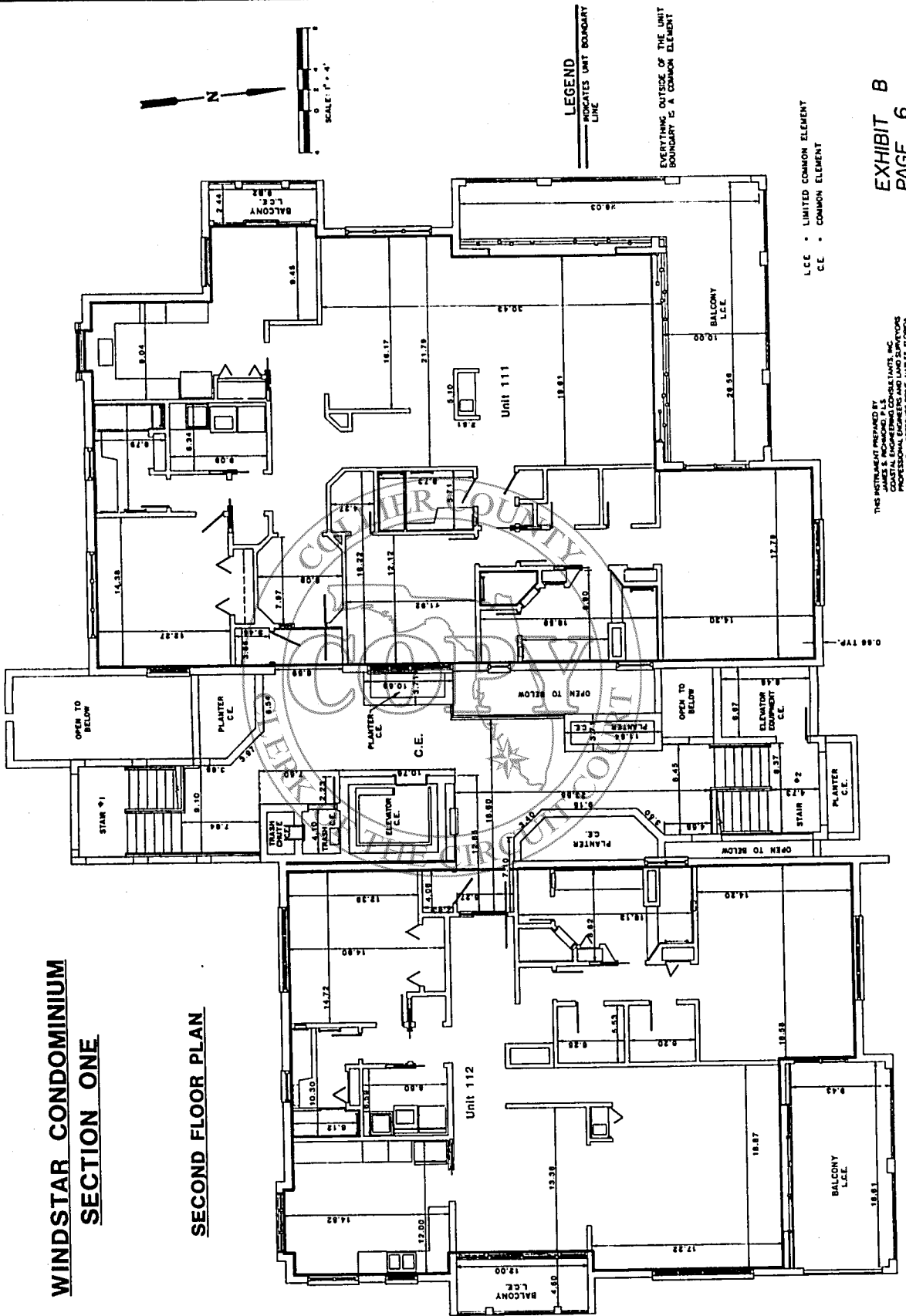
BUILDING 1

CONDOMINIUM PLAT BOOK PAGE

when received.

**WINDSTAR CONDOMINIUM
SECTION ONE**

SECOND FLOOR PLAN



LEGEND
INDICATES UNIT BOUNDARY LINE

EVERYTHING OUTSIDE OF THE UNIT BOUNDARY IS A COMMON ELEMENT

L.C.E. • LIMITED COMMON ELEMENT
C.E. • COMMON ELEMENT

**EXHIBIT B
PAGE 6**

C.E.C. FILE NO. 93-125-6

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BUILDING 1

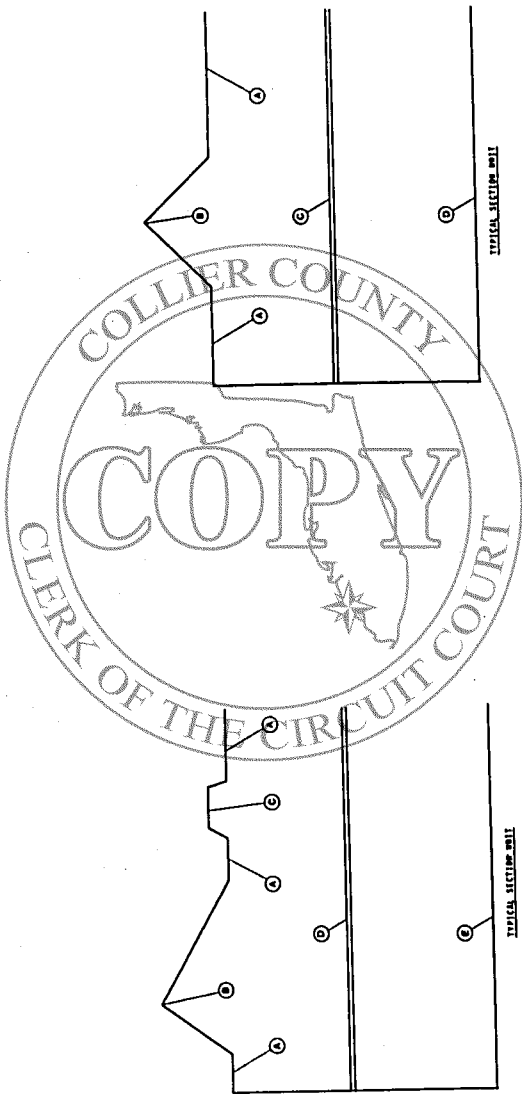
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OR BOOK

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PAGE

CONDOMINIUM PLAT BOOK PAGE

**WINDSTAR CONDOMINIUM
SECTION ONE**



- ① Elevation 26.24' Bedroom, Bath, Dining Room, Balcony
- ② Elevation 26.24' Living Room
- ③ Elevation 17.19' Floor
- ④ Elevation 2.19' Parking Area
- ⑤ Elevation 12.79' to elevator equipment room

- ① Elevation 25.17' Bedroom, Bath, Hall, Balcony
- ② Elevation 25.17' Living Room
- ③ Elevation 26.21' Dining Room Tray Ceiling, Foyer
- ④ Elevation 17.26' Floor
- ⑤ Elevation 2.19' Parking Area
- ⑥ Elevation 12.79' to elevator equipment room

TYPICAL SECTIONS

ELEVATION REFERENCES REFERENCED TO S.F.S.P. SET TO SCALE

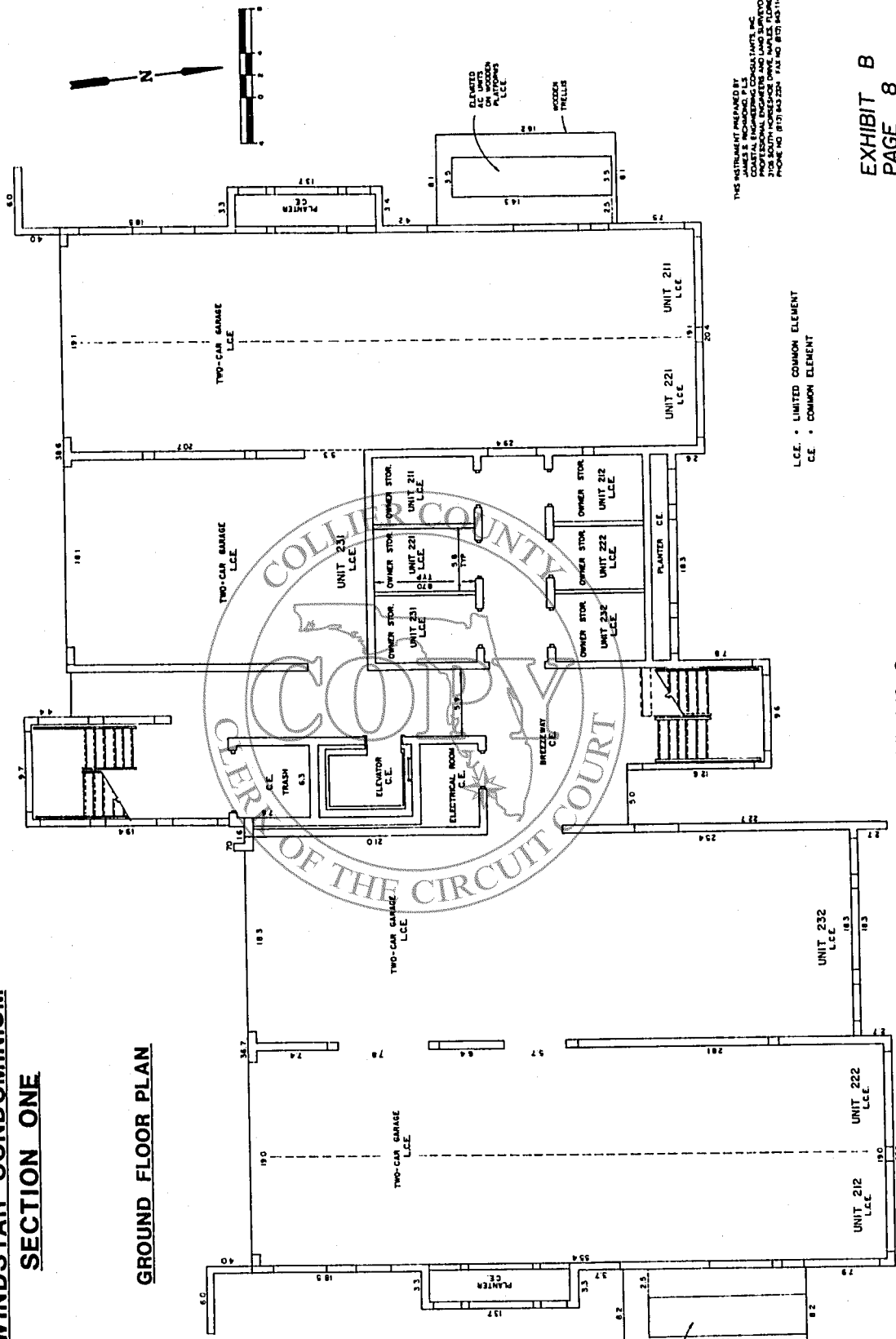
BUILDING I

EXHIBIT B
PAGE 7
C.E.C. FILE NO.: 93-125-7

THIS INSTRUMENT PREPARED BY
JAMES E. MOHRING, P.L.L.C.
CORPORATE ATTORNEYS AT LAW
PROFESSIONAL ENGINEERS AND LAND SURVEYORS
3108 SOUTH HORSESHOE DRIVE, NAPLES, FLORIDA
PHONE NO. (813) 445-2222 FAX NO. (813) 445-1110

**WINDSTAR CONDOMINIUM
SECTION ONE**

GROUND FLOOR PLAN



THIS INSTRUMENT PREPARED BY
 JAMES B. HICKSON, P.L.S.
 PROFESSIONAL ENGINEER AND LAND SURVEYOR
 3108 SOUTH HORSBROOK DRIVE, SUITE 100
 FORT WORTH, TEXAS 76104
 PHONE NO. 817-342-2222 FAX NO. 817-342-1140

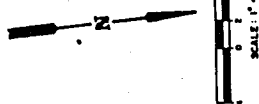
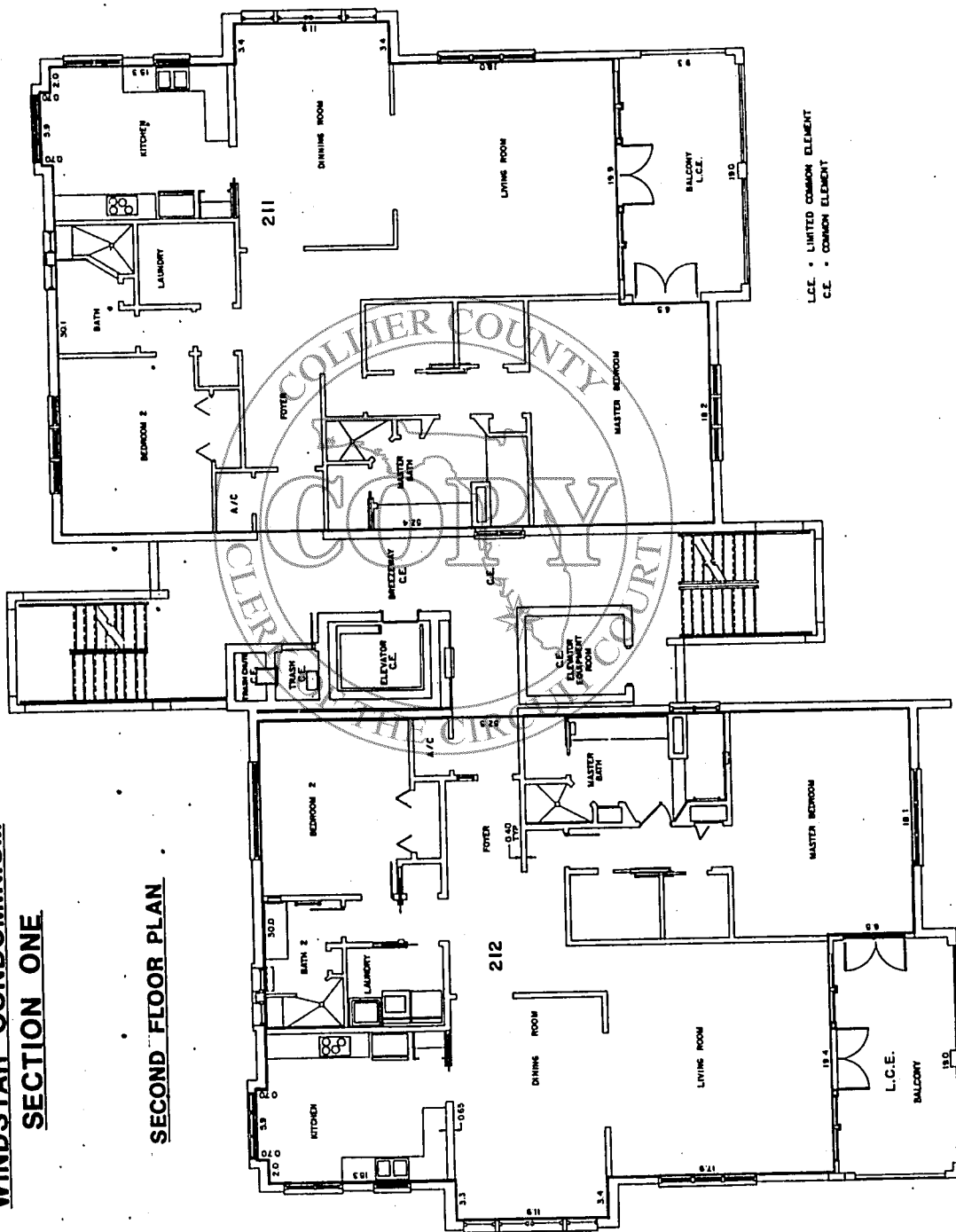
L.C.E. • LIMITED COMMON ELEMENT
 C.E. • COMMON ELEMENT

**EXHIBIT B
 PAGE 8**
 C.E.C. FILE NO.: 93-125-8

BUILDING 2

**WINDSTAR CONDOMINIUM
SECTION ONE**

SECOND FLOOR PLAN



LEGEND
 _____ INDICATES UNIT BOUNDARY

EVERYTHING OUTSIDE OF THE UNIT BOUNDARY IS A COMMON ELEMENT

NOTE:
 INTERIOR DIMENSIONS ARE APPROXIMATE
 ALL DIMENSIONS ARE ROUNDED OFF TO
 THE NEAREST 0.10'

THE INSTRUMENT PROVIDED BY
 COASTAL ENGINEERING CONSULTANTS, INC.
 PROFESSIONAL ENGINEER LICENSE NO. 10414, PALM BEACH, FLORIDA
 PROFESSIONAL ENGINEER LICENSE NO. 10414, PALM BEACH, FLORIDA
 PHONE NO. 813 853-2000 FAX NO. 813 853-1110

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

when received.

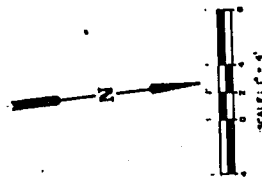
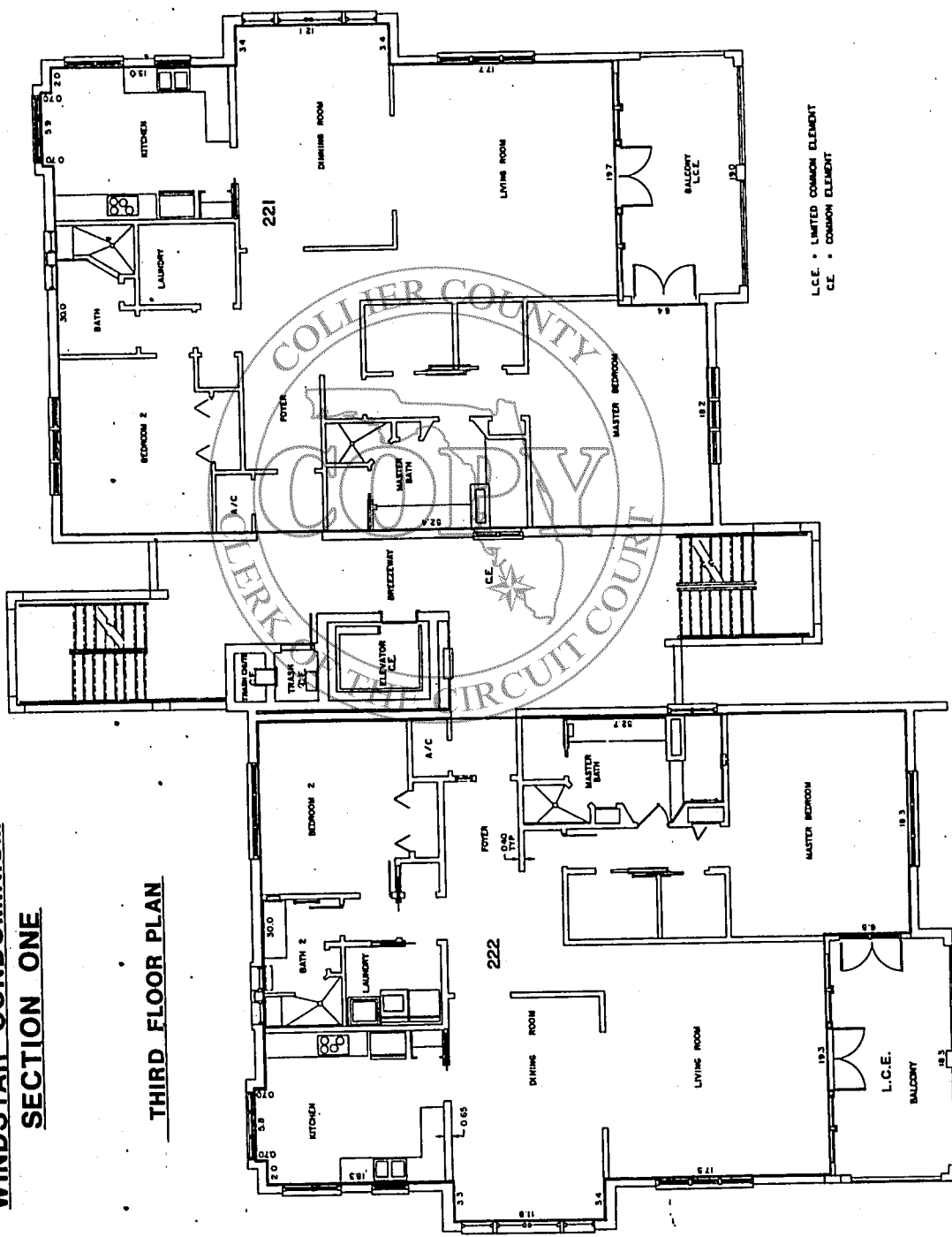
001925
OR BOOK

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PAGE

CONDOMINIUM PLAT BOOK PAGE

**WINDSTAR CONDOMINIUM
SECTION ONE**

THIRD FLOOR PLAN



LEGEND
 _____ INDICATES UNIT BOUNDARY
 LINE 1

EVERYTHING OUTSIDE OF THE UNIT BOUNDARY IS A COMMON ELEMENT

NOTE
 INTERIOR DIMENSIONS ARE APPROXIMATE AND MAY VARY SLIGHTLY FROM THE MARKET 0.10'

THIS INSTRUMENT PREPARED BY
 JAMES R. SCHWARTZ, ARCHITECT
 1000 S. W. 10TH AVENUE, SUITE 100
 MIAMI, FLORIDA 33135
 PROFESSIONAL ENGINEER AND LAND SURVEYOR
 LICENSE NO. 12174
 PHONE NO. 305 344-2222 FAX NO. 305 344-1143

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

EXHIBIT B
PAGE 10
 C.E.C. FILE NO.: 93-125-10

BUILDING 2

when received.

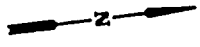
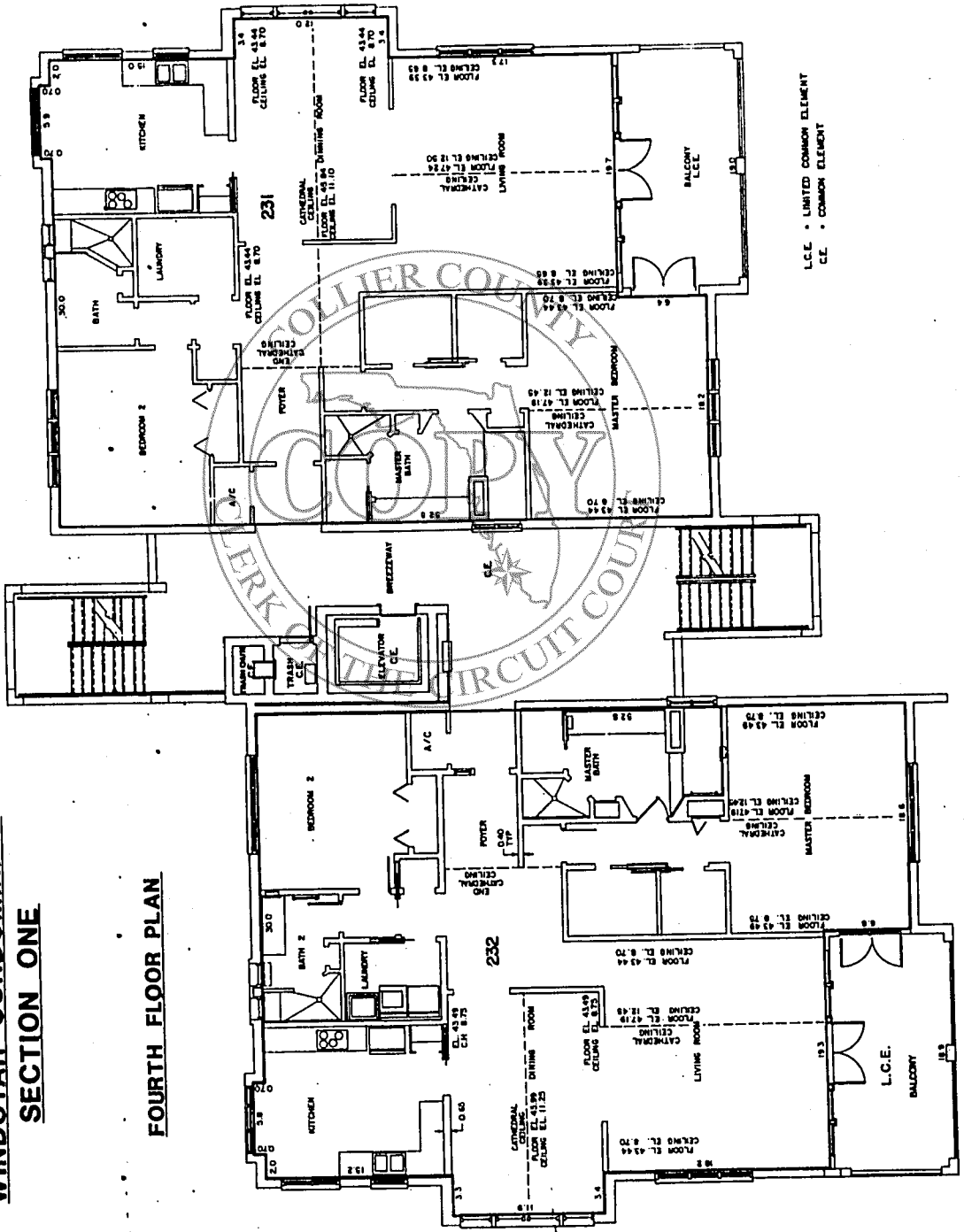
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OR BOOK

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PAGE

CONDOMINIUM PLAT BOOK PAGE

**WINDSTAR CONDOMINIUM
SECTION ONE**

FOURTH FLOOR PLAN



LEGEND
 --- INDICATES UNIT BOUNDARY
 LINE 1

EVERYTHING OUTSIDE OF THE UNIT BOUNDARY IS A COMMON ELEMENT

NOTE
 WITHIN DIMENSIONS ARE APPROXIMATE ALL DIMENSIONS ARE ROUNDED UP TO THE NEAREST 0.10'

THIS INSTRUMENT PREPARED BY
 JAMES B. ROYALTY, P.E.
 CIVIL ENGINEER
 PROFESSIONAL ENGINEER AND LAND SURVEYOR
 208 SOUTH HORSBROOK DRIVE, SUITE 202
 FORT WORTH, TEXAS 76104
 PHONE NO. 817-733-7100 FAX NO. 817-733-7102

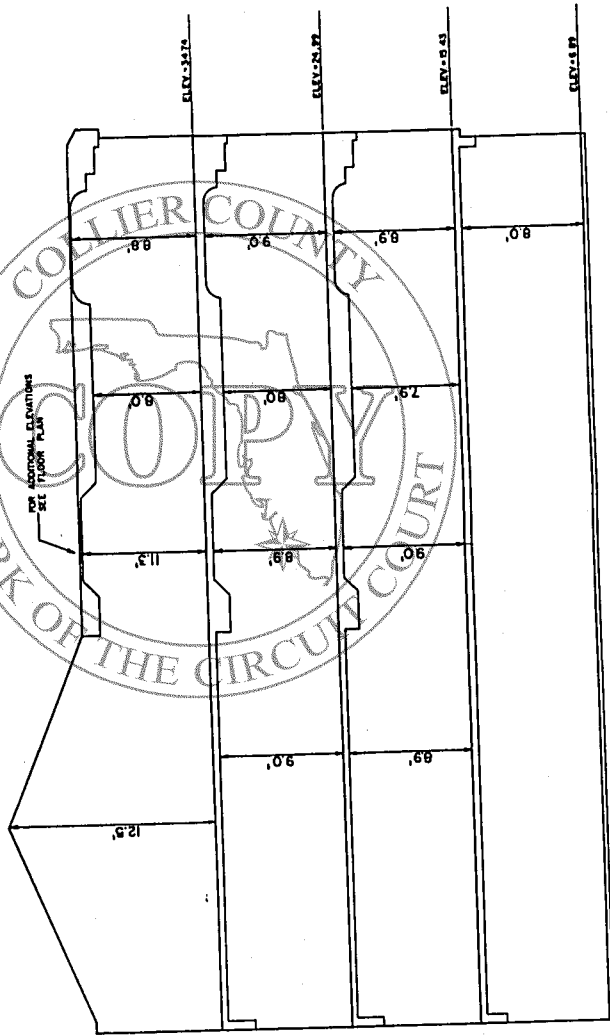
L.C.E. = LIMITED COMMON ELEMENT
 C.E. = COMMON ELEMENT

EXHIBIT B
PAGE 11
 C.E.C. FILE NO.: 93-125-11

BUILDING 2

CONDOMINIUM PLAT BOOK PAGE

**WINDSTAR CONDOMINIUM
SECTION ONE**



TYPICAL SECTION

ALL DIMENSIONS ARE APPROXIMATE
FINISHED ELEVATIONS REFERENCED TO M.S.L.

THIS INSTRUMENT PREPARED BY
COASTAL ENGINEERING CONSULTANTS, INC.
PROFESSIONAL ENGINEERING CONSULTANTS
PROFESSIONAL ENGINEERING BOARD, PALM BEACH, FLORIDA
PHONE NO. 813-840-2200 FAX NO. 813-840-1113

BUILDING 2

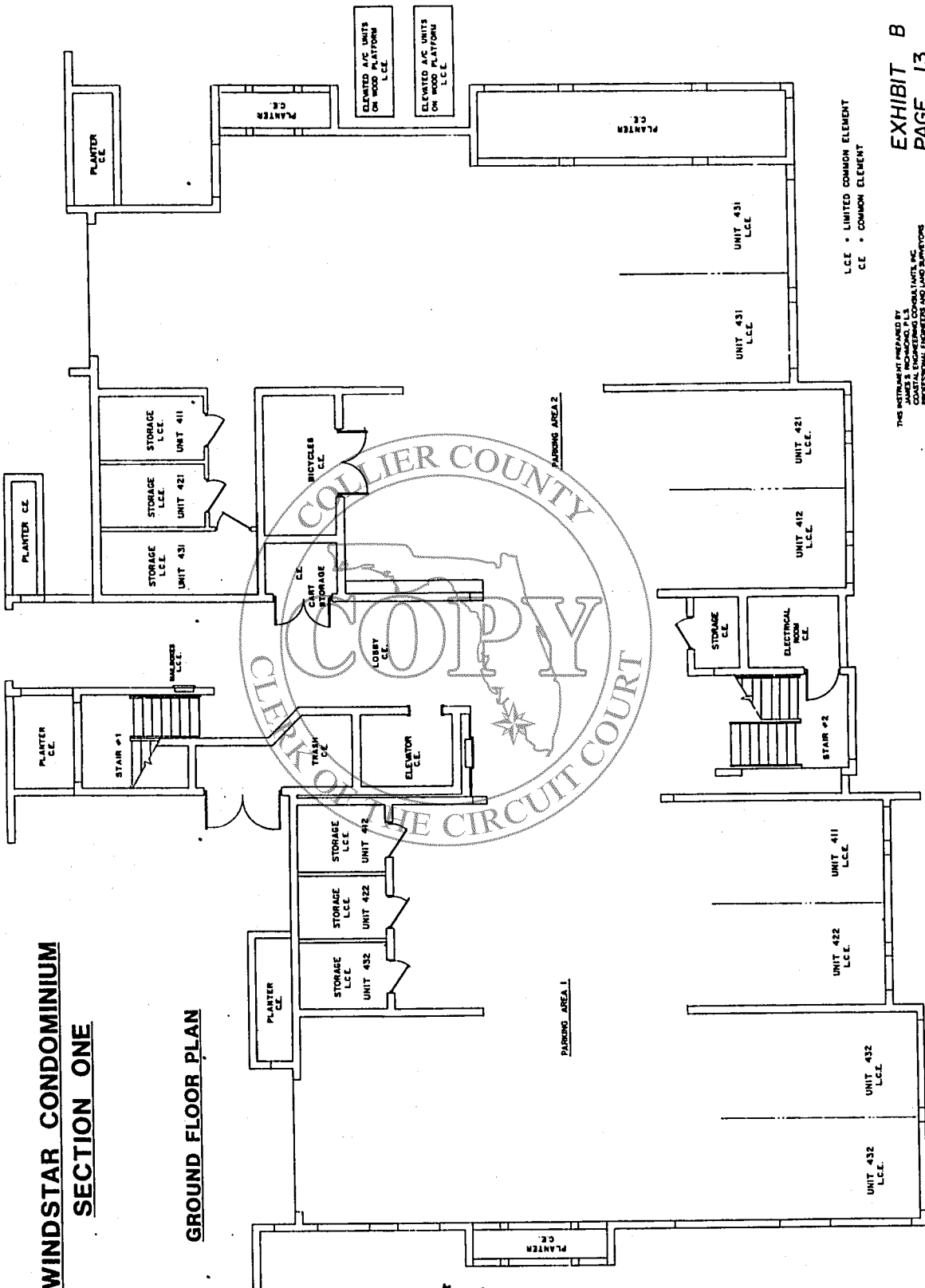
EXHIBIT B
PAGE 12
C.E.C. FILE NO.: 93-125-12

when received.

when received.

**WINDSTAR CONDOMINIUM
SECTION ONE**

GROUND FLOOR PLAN



L.C.E. * LIMITED COMMON ELEMENT
C.E. * COMMON ELEMENT

**EXHIBIT B
PAGE 13**
C.C. FILE NO.: 93-125-13

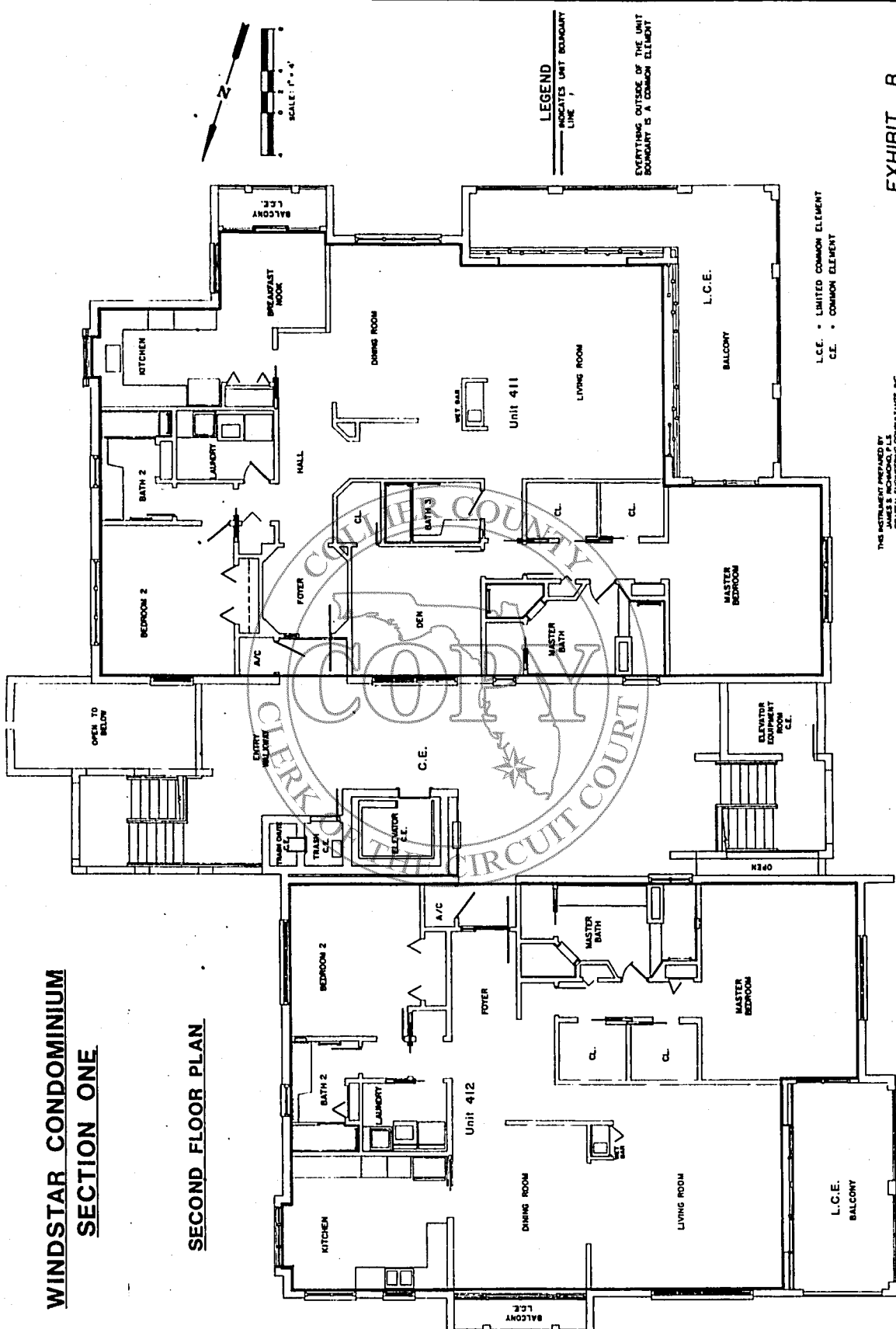
THIS INSTRUMENT PREPARED BY
JAMES H. HARRIS, JR., CLERK OF THE CIRCUIT COURT
AND S. HARRIS & COMPANY, INC.
PROFESSIONAL ENGINEERS AND LAND SURVEYORS
200 SOUTH 1ST STREET, SUITE 100
TALLAHASSEE, FLORIDA 32301-1000
PHONE: (904) 833-2222 FAX: (904) 833-7115

BUILDING 4

when received.

**WINDSTAR CONDOMINIUM
SECTION ONE**

SECOND FLOOR PLAN



LEGEND
 _____ INDICATES UNIT BOUNDARY
 _____ EVERYTHING OUTSIDE OF THE UNIT BOUNDARY IS A COMMON ELEMENT

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

EXHIBIT B
PAGE 14
CEC FILE NO. 93-125-14

THIS INSTRUMENT PREPARED BY
 JAMES S. WOODS, P.L.L.C.
 PROFESSIONAL ENGINEER AND LAND SURVEYOR
 3705 SOUTH WOODS DRIVE, NAPLES, FLORIDA
 PHONE NO. 813-940-2222 FAX NO. 813-940-1110

BUILDING 4

when received.

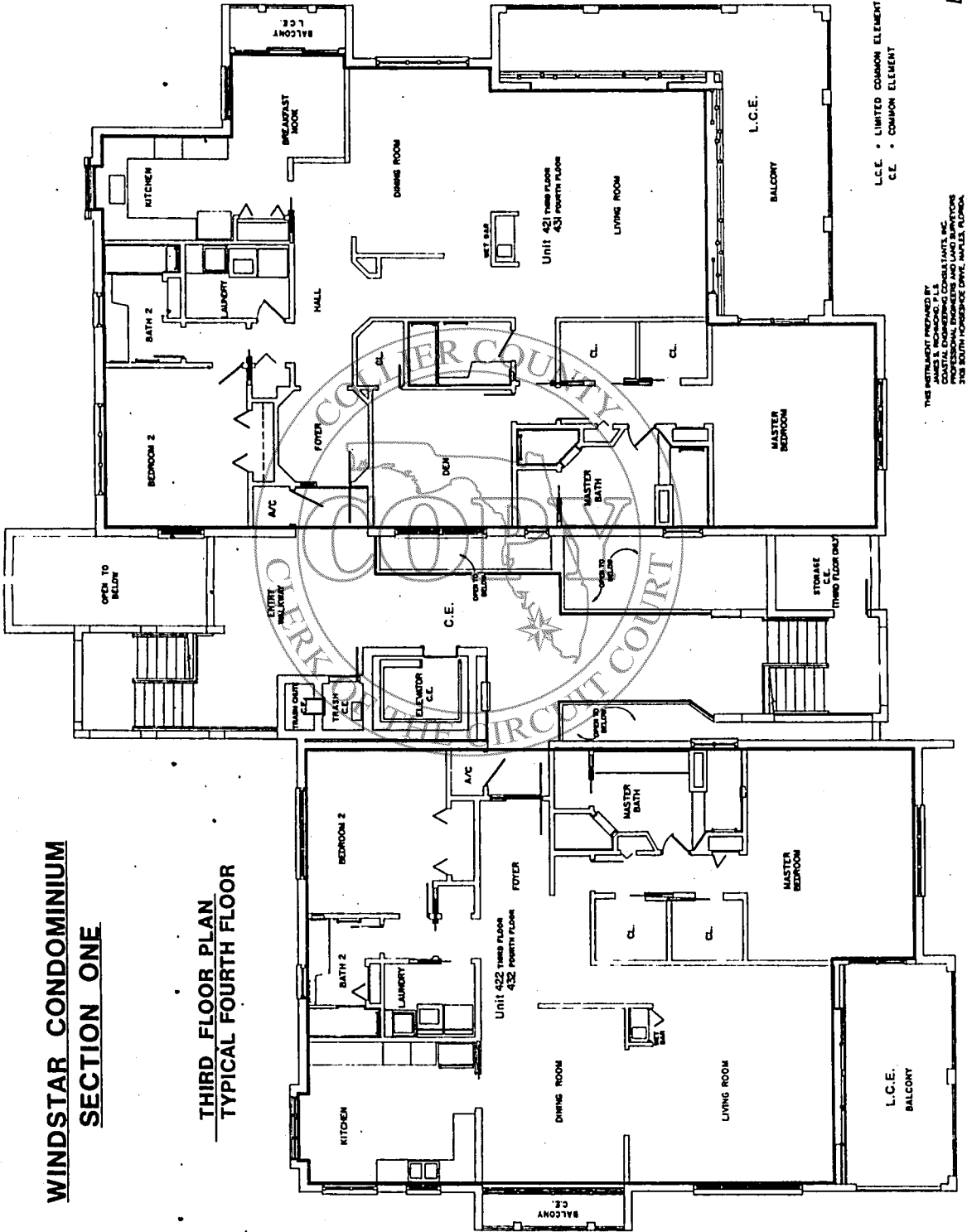
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OR BOOK

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PAGE

CONDOMINIUM PLAT BOOK PAGE

**WINDSTAR CONDOMINIUM
SECTION ONE**

**THIRD FLOOR PLAN
TYPICAL FOURTH FLOOR**



LEGEND
— INDICATES UNIT BOUNDARY
LINE

EVERYTHING OUTSIDE OF THE UNIT BOUNDARY IS A COMMON ELEMENT

L.C.E. • LIMITED COMMON ELEMENT
C.E. • COMMON ELEMENT

THIS INSTRUMENT PREPARED BY
JAMES E. WOODRUFF, P.L.L.C.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
NO. 10000
THE SOUTH CAROLINA STATE ARCHITECTURAL BOARD
REGISTERED ARCHITECT NO. 14170 (S) 12/13

**EXHIBIT B
PAGE 15**
CEC FILE NO.: 93-125-15

BUILDING 4

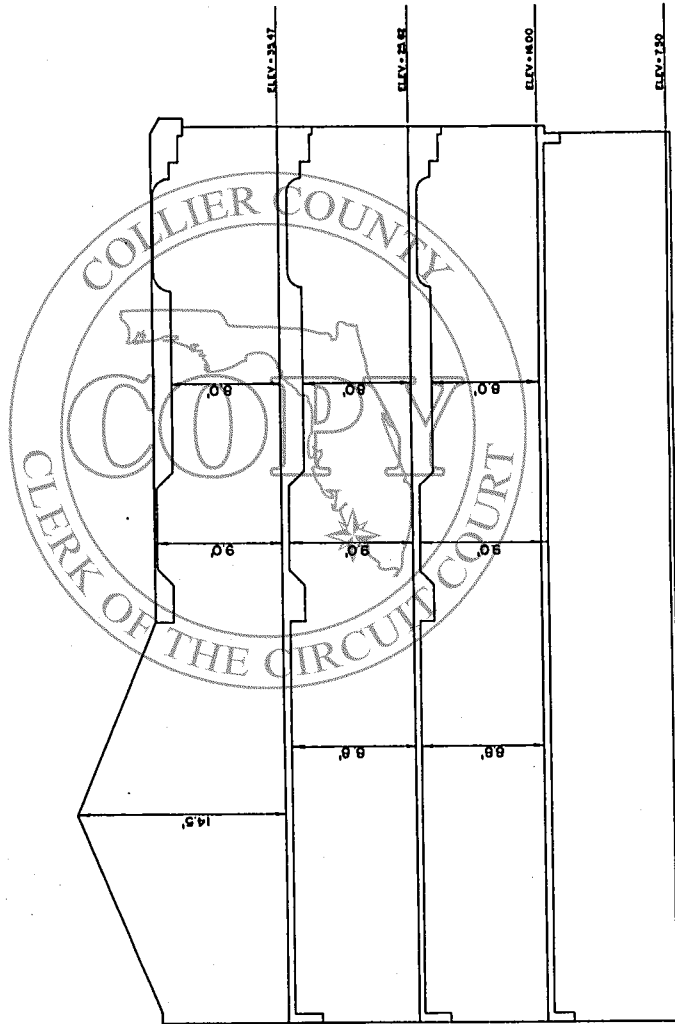
when received.

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PAGE

CONDOMINIUM PLAT BOOK _____ PAGE _____

**WINDSTAR CONDOMINIUM
SECTION ONE**



TYPICAL SECTION

ALL DIMENSIONS ARE APPROXIMATE

FINISHED ELEVATIONS REFERENCED TO M.G.V.D.

THIS INSTRUMENT PREPARED BY:
JAMES S. NORMAN, P.L.L.C.
REGISTERED PROFESSIONAL ARCHITECT
PROFESSIONAL ENGINEERS AND LAND SURVEYORS
100 SOUTH FOREST DRIVE, SUITE 100
MORNING STAR, FLORIDA 33420
PHONE NO. (813) 962-1111 FAX NO. (813) 962-1110

BUILDING 4

EXHIBIT B
PAGE 16

C.E.C. FILE NO.: 93-125-16

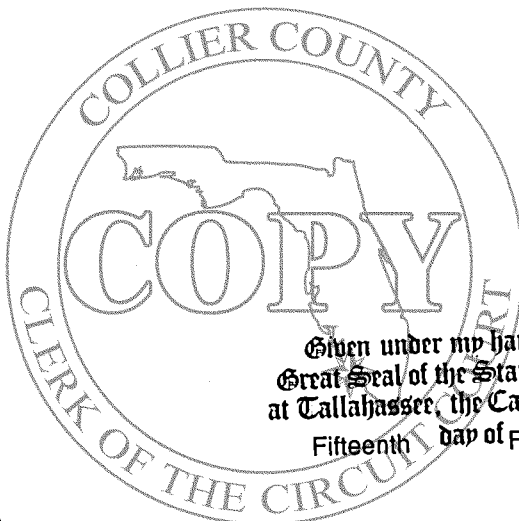
State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on February 8, 1994, for THE WINDSTAR CONDOMINIUM SECTION ONE ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N01880.



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



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

001925

OR BOOK

000863

PAGE

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
OF

**THE WINDSTAR CONDOMINIUM
SECTION ONE ASSOCIATION, INC.**

FEB -7 AM 10: 07

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of The Windstar Condominium Section One Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on March 9, 1984, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1002 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of The Windstar Condominium Section One Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association," is The Windstar Condominium Section One Association, Inc.

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 The Windstar Condominium, Section One, located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a Florida corporation not for profit, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. 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 under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration of Condominium, the Bylaws or the Florida Condominium Act, and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to said Declaration as it may hereafter be amended, including but not limited to the power and duty to:

- (A) Make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) Protect, maintain, repair, replace and operate the condominium property.
- (C) 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 condominium property.

ARTICLES OF INCORPORATION

EXHIBIT "C"

Page 2

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue, S., Suite 207 ■ Naples, FL 33940

(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, leasing and occupancy of units, as provided in the Declaration of Condominium.

(G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, 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, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this 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 money if necessary to perform its other functions hereunder.

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

ARTICLE III

MEMBERSHIP:

(A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.

(B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.

(C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. 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.

ARTICLES OF INCORPORATION

EXHIBIT "C"

Page 3

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue. S., Suite 207 ■ Naples, FL 33940

ARTICLE V

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

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Association 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.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they 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 written petition, signed by at least one-fourth (1/4) of the voting interests.

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

(C) **Vote Required.** Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting, or by approval in writing of two-thirds (2/3rds) 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

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer and volunteer 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:

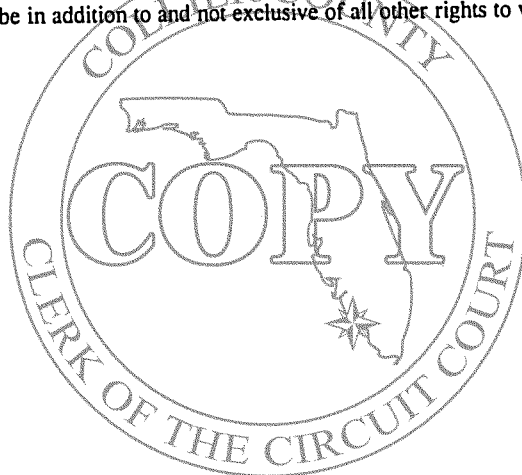
(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.

(B) Violation of criminal law, unless the person seeking indemnification 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 person seeking indemnification derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and wilful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

In the event of a settlement, the right to indemnification is subject to the finding by at least a majority of the disinterested Directors that the settlement is 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.



CERTIFICATE

The undersigned, being the duly elected and acting President and Secretary of The Windstar Condominium Section One Association, Inc., hereby certify that the foregoing were duly unanimously approved by the entire membership of the Association after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote is sufficient for their amendment. The foregoing both amend and restate the amended Articles of Incorporation in their entirety.

Executed this 31 day of January, 1994.

THE WINDSTAR CONDOMINIUM SECTION ONE ASSOCIATION, INC., a Florida corporation not for profit

R. I. Mosling
President
R. I. Mosling

Attest:

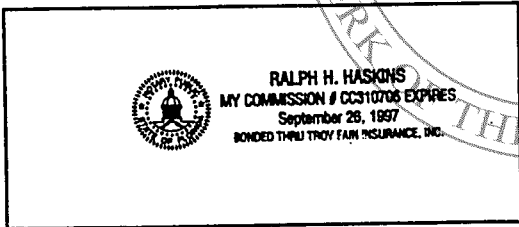
(SEAL)

Marilyn L. Lamoureux
Secretary
Marilyn L. Lamoureux

STATE OF FLORIDA
COUNTY OF COLLIER

Subscribed to before me this 31st day of Jan., 1994 by R. I. Mosling, as President of The Windstar Condominium Section One Association, Inc., a Florida corporation not for profit, on behalf of the corporation R. I. Mosling is personally known to me or did produce as identification.

(Notarial Seal)



Ralph H. Haskins
Notary Public
Ralph H. Haskins
Print name

ARTICLES OF INCORPORATION

EXHIBIT "C"

Page 6

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue. S., Suite 207 ■ Naples, FL 33940

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT,
SEE EXISTING BYLAWS

AMENDED AND RESTATED BYLAWS
OF
THE WINDSTAR CONDOMINIUM SECTION ONE
ASSOCIATION, INC.

1. GENERAL. These are the Amended and Restated Bylaws of The Windstar Condominium Section One Association, Inc., hereinafter the "Association," a Florida corporation not for profit organized for the purpose of operating a residential condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is at such location within Collier County, Florida, as the Board of Directors shall determine from time to time.

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 where a seal may be required.

1.3 Definitions. The definitions set forth in Section 3 of the Declaration of Condominium shall also apply to terms used in these Bylaws.

2. MEMBERS. The members of the Association are the record owners of legal title to the units. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit solely for purposes of determining use rights.

2.1 Change of Membership. A change of membership shall become effective after all of the following events have occurred.

(A) Designation, if required, of a primary occupant.

(B) Approval by the Board of Directors as provided for in Section 14 of the Declaration of Condominium.

(C) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.

(D) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the voting interests) is equal to 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 unit is owned by one natural person, the right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more natural persons, that unit's vote may be cast by any one of the

BYLAWS

EXHIBIT "D"

Page 1

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a unit is not a natural person, the vote of that unit shall be cast by the unit's primary occupant, designated as set forth in Section 13.1 of the Declaration of Condominium.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the unit at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 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 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 at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting, ballots cast in the annual election of Directors shall be counted and results announced.

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

3.3 Notice of Meetings. Notices of all meetings of the members must be mailed or hand-delivered to the members at least fourteen (14) days before the meeting, and must state the time, date, and place of the meeting, and include a detailed agenda. Mailed notices must be sent to each member at the member's address as it appears on the books of the Association. Each member bears the responsibility for notifying the Association of any change of address. Any person entitled to receive notice of any meeting may waive notice altogether by written waiver. Notice of any meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting.

3.4 Notice of Annual Meeting: Special Requirements. Notice of the annual meeting together with a detailed agenda shall be posted in a conspicuous place on the condominium property or association property for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda for the annual meeting shall also be sent by first class mail to each owner regardless of whether the second notice of election described in Section 4.3(B) below is required, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing.

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

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

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. "Limited proxies" shall be used for votes taken to waive reserves or financial statement requirements, to amend the condominium documents, and for all other matters for which the Condominium Act requires or permits a vote of the members. "General proxies" may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote for the unit, and specify the date, time and place of the meeting for which it is given. The original must be delivered to the Secretary at or before the time of the meeting or continuance thereof. Holders of proxies need not be members. No proxy is valid if it names more than one person proxyholder, but the proxyholder has the right, if the proxy so provides, to substitute another person to hold the proxy.

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

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

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

3.10 Minutes. Minutes of all meetings of the members, and of the Board of Directors, shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times, and for at least 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 Action by Members Without Meeting. Except the holding of the annual meeting and annual election of Directors, 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 or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this Section 3.12, the list of unit owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the condominium documents, 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 Office. During any period of time that the Developer owns at least five percent (5%) of the units that will ultimately be operated by the Association, the Developer is entitled by law to appoint one Director, and there shall be three (3) Directors elected by unit owners other than the Developer. In order to assure a continuity of experience by establishing a system of staggered terms of office, in the 1995 annual election, the number of Directors to be elected shall be increased to three (3). The two (2) candidates receiving the highest number of votes shall each be elected for a two (2) year term. The candidates receiving the next highest number of votes shall be elected for a one (1) year term. If there are only three (3) candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, each Director shall be elected for two (2) year term ending at the annual election at which his successor is to be duly elected. At such time as the Developer no longer has the right to appoint a Director, the size of the Board shall be increased to five (5) Directors, with three (3) Directors having a term of office which expires in odd-number years and two (2) having terms which expire in even-number years. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy between annual elections, as provided in Section 4.4 below.

4.2 Qualifications. Except for Directors appointed by the Developer, each Director must be a unit owner or the primary occupant of a unit, or the spouse of the owner or primary occupant, or a tenant residing in the Condominium.

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

(A) First Notice: Candidates: Not less than sixty (60) days before the election, the Association shall mail or deliver, to each unit owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters. Any unit owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election. Candidates may also be nominated by any other method permitted by law.

(B) Second Notice: Candidate Information Sheets: If there are more candidates than there are Directors to be elected, balloting is required, and at least thirty (30) days before the election, the Association shall mail or deliver a second notice of election to all unit owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by Section 3.3 above. Upon timely request of a candidate, the Association shall include a "candidate information sheet" (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

(C) Balloting: Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. 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 candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes may be broken by agreement among the candidates who are tied, or if there is no agreement, by lot or by any other method required or permitted by law.

4.4 Resignation: Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

(A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

(B) If a vacancy results from a recall, and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies result from a recall in which a majority or more of the Directors are removed, the vacancies shall be filled as provided by law.

4.5 Recall of Directors. Any or all Directors may be recalled, with or without cause, by a majority vote of the entire membership, either by a written petition or at a 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 recalled. 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 after the date of notice of the meeting.

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

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or by 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 before the day of the meeting.

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

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is 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 exists only when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation in a meeting by such means is equivalent to presence in person. Directors may not vote or participate in Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

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

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

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

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

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If a committee has delegated to it the authority to act for and in the place of the Board, including the power to authorize the expenditure of funds, or to prepare a proposed budget, the committee shall conduct its meetings, and give notice of such meetings, with the same formalities as required for Board meetings.

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

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered to evacuation of, the area in which the Condominium is located, have declared that area a "disaster area." A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. 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. 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.

5.1 President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and Directors; shall be *ex officio* a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts requiring the 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.

5.2 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.

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

5.4 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts in books belonging to the Association. The Treasurer is responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full 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 one is elected.

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

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

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 to or served on the owners of each unit not less than fourteen (14) days before that meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications, including without limitation those set forth in Section 718.504(20)(c) of the Condominium Act.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance and Other Restricted Reserves. In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. The accounts shall include roof replacement, building painting, and pavement resurfacing, as well as any other capital expenditures or deferred maintenance items with a current estimated cost of \$10,000 or more. The amount to be reserved shall be computed by a formula based on current estimated life and replacement cost of each item. These reserves must be funded unless the members subsequently determine, by majority vote of those present in person or by 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 Section 6.2 above. The funds in a reserve account established under this Section 6.3, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by a majority of the voting interests present, in person or by proxy, at a meeting called for the purpose.

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

6.5 Assessments: Installments. Regular annual assessments based on an adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the members at least fifteen (15) days prior to the due date, but failure to send (or receive) the notice does 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 payments shall be continued at such rate until a budget is adopted and new quarterly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment.

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

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

6.8 Financial Reports or Statements. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared and distributed to the owners of each unit, financial statements or reports meeting the minimum standards of Section 718.111(13) or 718.111(14), of the Condominium Act (whichever is applicable).

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 Directors, shall be made by a certified public accountant, and a copy of the audit report made available to all members.

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

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

8. FINES; ARBITRATION. In addition to the remedies provided in Section 18 of the Declaration of Condominium, the following shall apply:

8.1 Fines. The Board of Directors may levy fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law, and no fine may be levied against an unoccupied unit. The procedure for imposing fines shall be as follows:

(A) **Notice:** The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A specific designation of the provisions of the Declaration, Bylaws or rules which are alleged to have been violated;
- (3) A short and plain statement of the specific facts giving rise to the alleged violation(s);
and

(4) The possible amounts of any proposed fine.

(B) Hearing: At the hearing 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 to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If the committee, by majority vote, does not agree with the fine, it may not be levied.

8.2 Mandatory Non-Binding Arbitration. In the event of any dispute as defined in Section 718.1255(1) of the Condominium Act, between a unit owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

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

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

9.2 Procedure. If any amendment or amendments to these Bylaws is 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.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved at least two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law.

9.4 Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate reciting the facts of its adoption, 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 the Declaration of Condominium was originally recorded.

10. MISCELLANEOUS.

10.1 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.

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

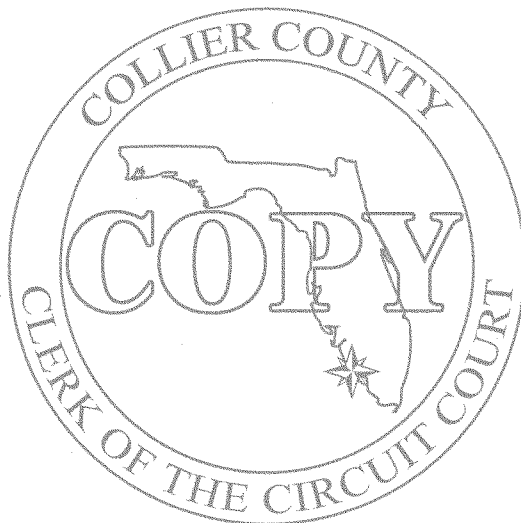
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OR BOOK

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PAGE

10.3 Conflict. If any irreconcilable conflict between these Bylaws and the Declaration of Condominium or Articles of Incorporation should exist or arise, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.



BYLAWS

Page 12

EXHIBIT "D"

SWALM & MURRELL, P.A. ■ Attorneys at Law ■ 600 Fifth Avenue S., Suite 207 ■ Naples, FL 33940

JOINER AND CONSENT

The undersigned, being the owner of legal title to Unit 111 in The Windstar Condominium, Section One, hereby consents to and joins in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

Melinda S. Hedaway
Print name: Melinda S. Hedaway

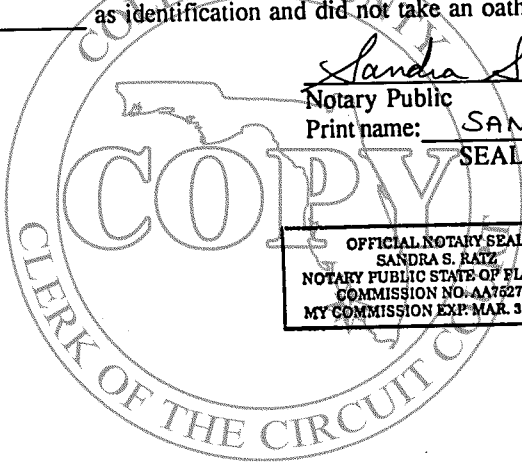
Elizabeth G. Gerhart
Elizabeth G. Gerhart, an unmarried widow

William B. Ward, Jr.
Print name: William B. Ward, Jr.

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was executed before me this 3rd day of September, 1993, by Elizabeth G. Gerhart, who is personally known to me or did produce as identification and did not take an oath.

Sandra S. Ratz
Notary Public
Print name: SANDRA S. RATZ
SEAL



OFFICIAL NOTARY SEAL
SANDRA S. RATZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. AA752777
MY COMMISSION EXP. MAR. 31, 1994

JOINER AND CONSENT

The undersigned, being the owners of legal title to Unit 112 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES

Kathy In Schuizer
Print name: Kathy Ann Schuizer

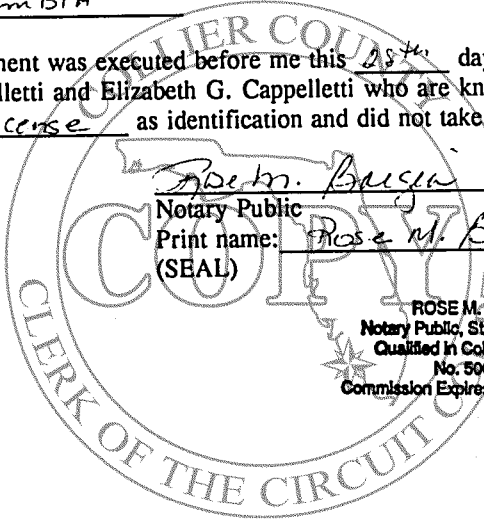
Richard R. Cappelletti
Richard R. Cappelletti

Rhonda L Dallas
Print name: Rhonda L Dallas

Elizabeth G. Cappelletti
Elizabeth G. Cappelletti, his wife

STATE OF NEW YORK
COUNTY OF COLUMBIA

The foregoing instrument was executed before me this 28th day of August, 1993
by Richard R. Cappelletti and Elizabeth G. Cappelletti who are known to me or did produce
NY'S DRIVERS LICENSE as identification and did not take an oath.



Rose M. Borgia
Notary Public
Print name: Rose M. Borgia
(SEAL)

ROSE M. BORGIA
Notary Public, State of New York
Qualified in Columbia County
No. 5903143
Commission Expires Oct. 19, 19 94

OR BOOK
JOINDER AND CONSENT

The undersigned, being the owners of legal title to Unit 211 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

Kissi Johnson Brown
Print name: Kissi Johnson-Brown

Edgar F. Greeney P.O.A. B.C.S.
Edgar F. Greeney

Cindy Campbell Troy
Print name: Cindy Campbell Troy

Blanche C. Greeney
Blanche C. Greeney, his wife

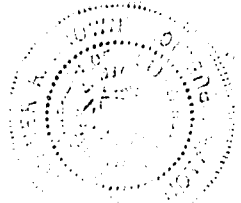
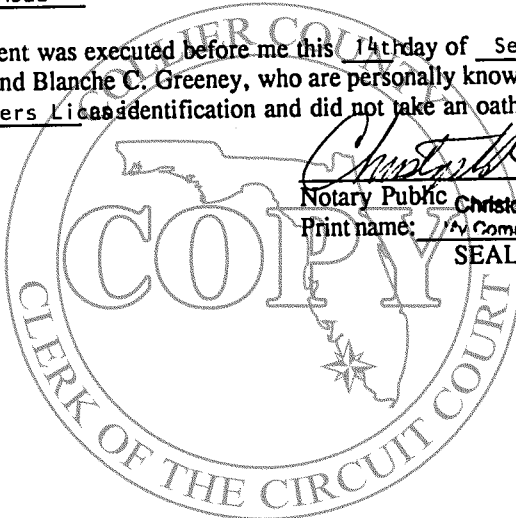
STATE OF MASSACHUSETTS
COUNTY OF BARNSTABLE

The foregoing instrument was executed before me this 14th day of September, 1993, by Edgar F. Greeney and Blanche C. Greeney, who are personally known to me or did produce Massachusetts Drivers License identification and did not take an oath.

Christopher R. Brown
Notary Public

Print name: Christopher R. Brown, Notary Public
Commission Expires February 21, 1997

SEAL



JOINER AND CONSENT

The undersigned, being the owners of legal title to Unit 212 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

Douglas Denisen
Print name: Douglas Denisen

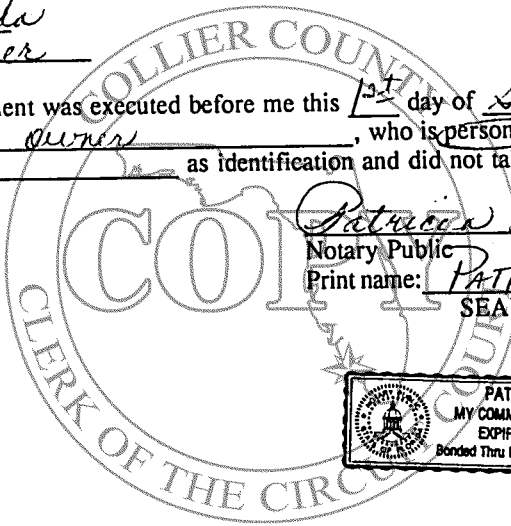
Donald L. Arnold
Donald L. Arnold

Jamara Arnold
Print name: Jamara Arnold

NONE
Signature of spouse (if any)
Print name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was executed before me this 13th day of September, 1993, by Donald L. Arnold owner, who is personally known to me or did produce _____ as identification and did not take an oath.



Patricia Leeper
Notary Public
Print name: PATRICIA LEEPER



JOINER AND CONSENT

The undersigned, being the owner of legal title to Unit 221 in The Windstar Condominium, Section One, hereby consents to and joins in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

Yolanda Avastros
Print name: Yolanda Avastros

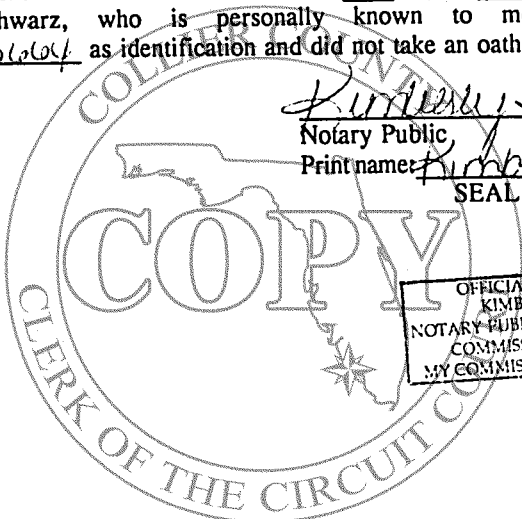
Sandra K. Schwarz
Sandra K. Schwarz, a single woman
formerly known as Sandra K. Pate

Kimberly S. Smith
Print name: Kimberly Smith

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was executed before me this 1 day of September, 1993,
by Sandra K. Schwarz, who is personally known to me or did produce
fid. lic # 562077145604 as identification and did not take an oath.

Kimberly S. Smith
Notary Public
Print name: Kimberly S. Smith
SEAL



OFFICIAL NOTARY SEAL
KIMBERLY S SMITH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC288127
MY COMMISSION EXP. MAY 19, 1997

JOINDER AND CONSENT

The undersigned, being the owners of legal title to Unit 222 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

Marcia J. Gallegos
Print name: Marcia J. Gallegos

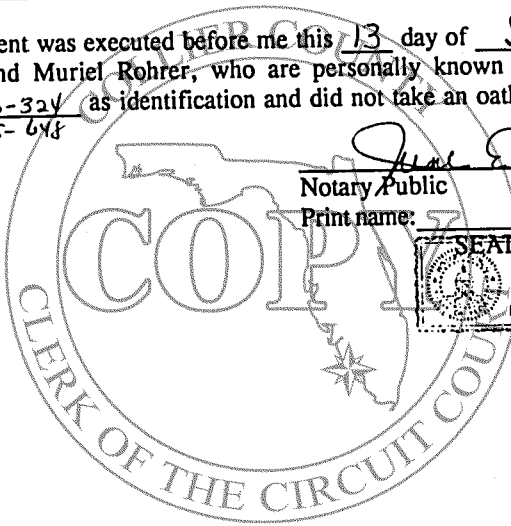
Max L. Rohrer
Max L. Rohrer

Katherine B. Vannucci
Print name: Katherine B. Vannucci

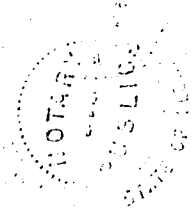
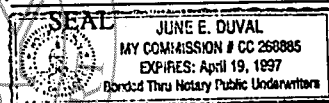
Muriel Rohrer
Muriel Rohrer, his wife

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was executed before me this 13 day of Sept, 1993, by Max L. Rohrer and Muriel Rohrer, who are personally known to me or did produce Flw R110-552-23-324 as identification and did not take an oath.
1260-540-25-648



June E. Duval
Notary Public
Print name:



JOINER AND CONSENT

The undersigned, being the owners of legal title to Unit 231 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

David G. Reed
Print name: DAVID G REED

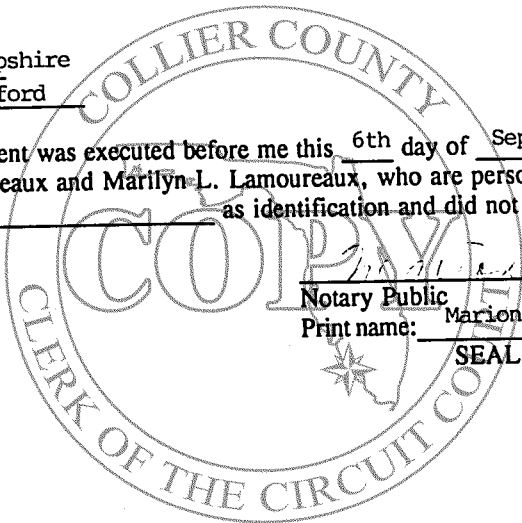
Rheume J. Lamoureux TH.
Rheume J. Lamoureux, individually
and as Trustee of the Rheume J.
Lamoureux Revocable Trust

Paula Anne Smith
Print name: Paula Anne Smith

Marilyn L. Lamoureux TFE
Marilyn L. Lamoureux, his wife,
individually and as Trustee of the
Marilyn L. Lamoureux Revocable
Trust

STATE OF New Hampshire
COUNTY OF Strafford

The foregoing instrument was executed before me this 6th day of September, 1993,
by Rheume J. Lamoureux and Marilyn L. Lamoureux, who are personally known to me or
did produce _____ as identification and did not take an oath.



Marion E. Trafton
Notary Public
Print name: Marion E. Trafton
SEAL
My Commission Expires April 11, 1994

JOINER AND CONSENT

The undersigned, being the owner of legal title to Unit 232 in The Windstar Condominium, Section One, hereby consents to and joins in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

Carol Kuhlmeier
Print name: Carol Kuhlmeier

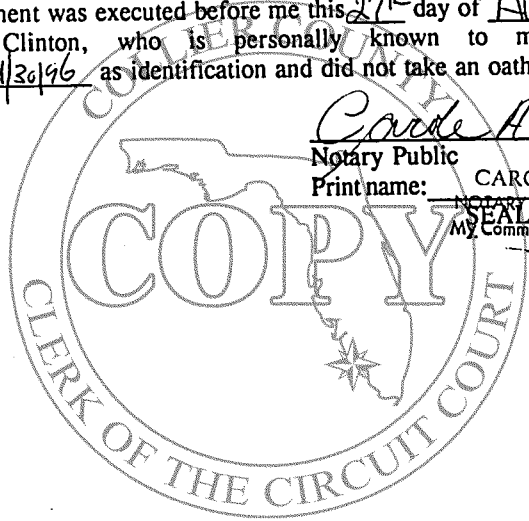
Madeline T. Clinton
Madeline T. Clinton, an unmarried widow

Jean Small Ottara
Print name: Jean Small Ottara

STATE OF New Jersey
COUNTY OF MORRIS

The foregoing instrument was executed before me this 27th day of August, 1993, by Madeline T. Clinton, who is personally known to me or did produce N.J. DL x4/30/96 as identification and did not take an oath.

Carole A. DiCicco
Notary Public
Print name: CAROLE A. DICERBO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 8, 1993



JOINDER AND CONSENT

The undersigned, being the owners of legal title to Unit 411 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

Lori G. Scholl
Print name: LORI G. SCHOLL

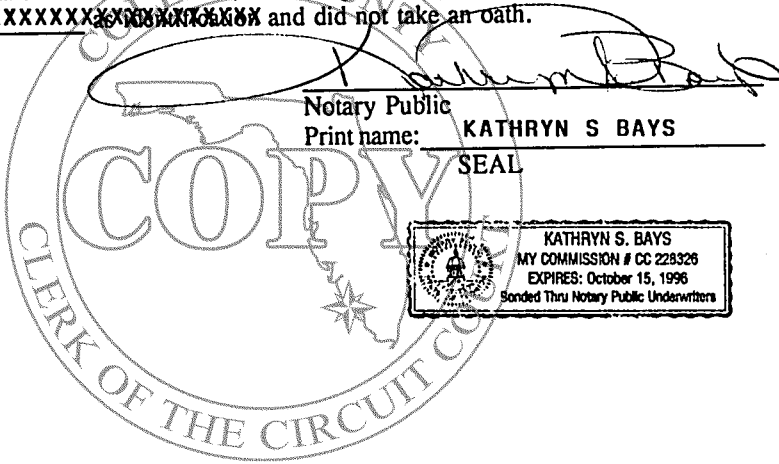
Richard W. Clark
Richard W. Clark

Robert M. Van Horn
Print name: ROBERT M. VAN HORN

Harriette J. Clark
Harriette J. Clark, his wife

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was executed before me this 10th day of SEPTEMBER, 1993, by Richard W. Clark and Harriette J. Clark, who are personally known to me ~~or did produce~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ and did not take an oath.



Kathryn S. Bays
Notary Public
Print name: KATHRYN S BAYS
SEAL

JOINER AND CONSENT

The undersigned, being the owners of legal title to Unit 412 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

David J. Kaup
Print name: David J. Kaup

V.G. Schaffer
V.G. Schaffer

Lynette Flicke
Print name: Lynette Flicke

Jean Schaeffer
Jean Schaeffer, his wife

Ann Elizabeth Burgess
Print name: Ann Elizabeth Burgess

Kathryn J. Beernink
Kathryn J. Beernink, a single woman-

Ann Elizabeth Burgess
Print name: Ann Elizabeth Burgess

Lester Beernink
Lester Beernink, her husband

STATE OF Mn
COUNTY OF Lyon

The foregoing instrument was executed before me this 4th day of Sept, 1993, by V.G. Schaffer and Jean Schaeffer, who are personally known to me or did produce as identification and did not take an oath.

NOTARY PUBLIC
MY COMM.
My Comm.

David J. Kaup
Notary Public
Print name: DAVID J. KAUP
SEAL

STATE OF Minnesota
COUNTY OF Hennepin

The foregoing instrument was executed before me this 30th day of August, 1993, by Kathryn J. Beernink, who is personally known to me or did produce and Lester Beernink, her husband as identification and did not take an oath.

DORENE K. KAINZ
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires NOV 3, 1997

Dorene K. Kainz
Notary Public
Print name: DORENE KAINZ
SEAL

The undersigned, being the owners of legal title to Unit 421 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

Christine Libortziewski
Print name: CHRISTINE LIBORTZIEWSKI

Charles W. Thompson
Charles W. Thompson

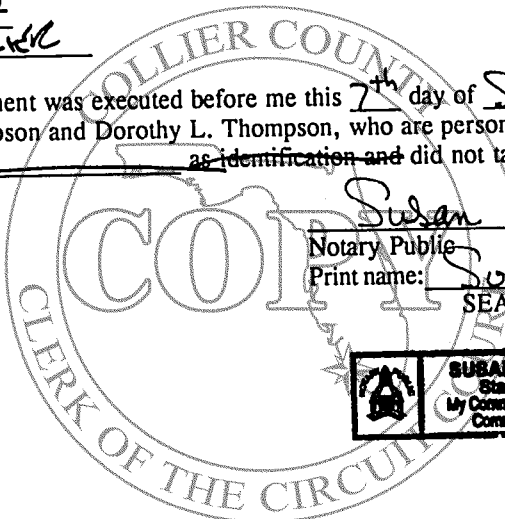
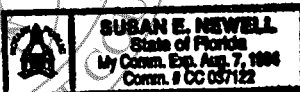
William Newell
Print name: WILLIAM NEWELL

Dorothy L. Thompson
Dorothy L. Thompson, his wife

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was executed before me this 7th day of SEPTEMBER, 1993, by Charles W. Thompson and Dorothy L. Thompson, who are personally known to me ~~or did~~ produce ~~as identification and did not take an oath.~~

Susan E. Newell
Notary Public
Print name: SUSAN E. NEWELL
SEAL



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OR BOOK

PAGE

JOINER AND CONSENT

The undersigned, being the owners of legal title to Unit 422 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

Marla A. Hanna
Print name: MARLA HANNA

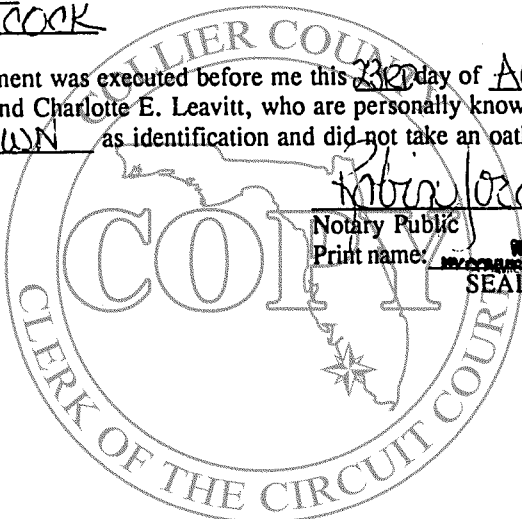
Eben Leavitt Jr.
Eben Leavitt Jr.

Marcia Slater
Print name: MARCIA SLATER

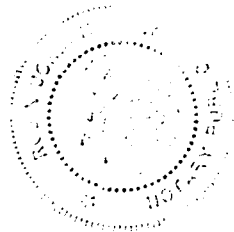
Charlotte E. Leavitt
Charlotte E. Leavitt, his wife

STATE OF MAINE
COUNTY OF HANCOCK

The foregoing instrument was executed before me this 22nd day of AUGUST, 1993, by Eben Leavitt Jr. and Charlotte E. Leavitt, who are personally known to me or did produce PERSONALLY KNOWN as identification and did not take an oath.



Robin Jordan
Notary Public
Print name: ROBIN JORDAN
NOTARY PUBLIC, MAINE
COMMISSION EXPIRES JANUARY 27, 1996
SEAL



JOINER AND CONSENT

The undersigned, being the owners of legal title to Unit 431 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

Gregory S. Anderson
Print name: Gregory S. Anderson

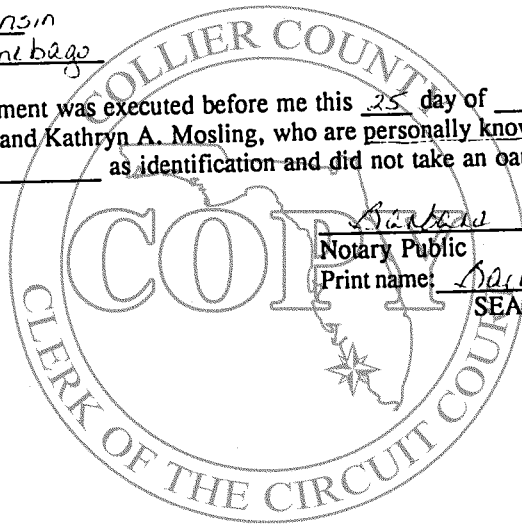
Ralph I. Mosling
Ralph I. Mosling

Debra Michels
Print name: Debra Michels

Kathryn A. Mosling
Kathryn A. Mosling, his wife

STATE OF Wisconsin
COUNTY OF Winnebago

The foregoing instrument was executed before me this 25 day of August, 1993, by Ralph I. Mosling and Kathryn A. Mosling, who are personally known to me or did produce as identification and did not take an oath.



Barbara Blank
Notary Public
Print name: Barbara Blank
SEAL

The undersigned, being the owners of legal title to Unit 432 in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

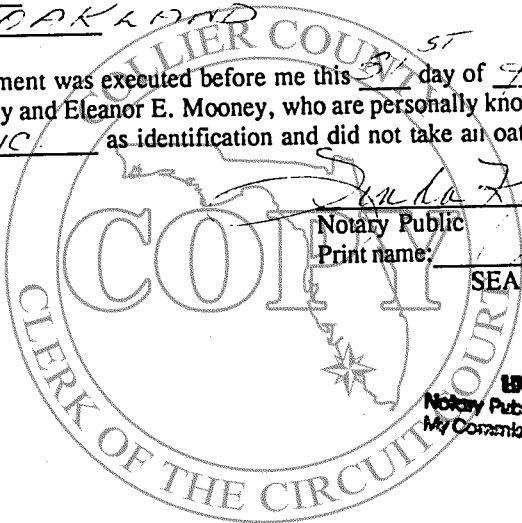
WITNESSES:

[Signature]
Print name: Christopher Miller
[Signature]
Print name: Elizabeth Grant

[Signature]
Edmund J. Mooney
[Signature]
Eleanor E. Mooney, his wife

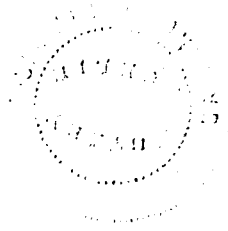
STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was executed before me this 31ST day of August, 1993, by Edmund J. Mooney and Eleanor E. Mooney, who are personally known to me or did produce DRIVERS LIC as identification and did not take an oath.



[Signature]
Notary Public
Print name: LINDA K. JORDAN
SEAL

LINDA K. JORDAN
Notary Public, Oakland County, MI
My Commission Expires Nov. 28, 1993



JOINER AND CONSENT

The undersigned, being the owners of legal title to units in The Windstar Condominium, Section One, hereby consent to and join in the making of the foregoing Amended and Restated Declaration of Condominium, and the amended recorded exhibits thereto, including the Amended and Restated Bylaws and Articles of Incorporation for The Windstar Condominium Section One Association, Inc., for the purpose of completely restating said documents as amended, and for the purposes of changing the boundaries of the Condominium, the number of units, the shares of ownership and liability for common expenses, and reconstituting the Condominium as a phase condominium under Section 718.403, Florida Statutes.

WITNESSES:

WS REALTY, INC., an Ohio corporation

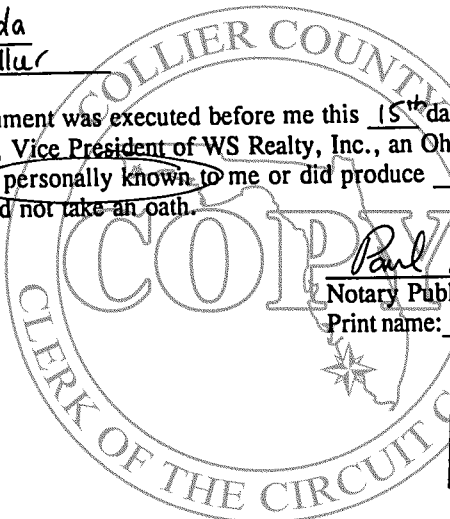
Lodie W. Thuman
Print name: Lodie W. Thuman

By: *Susan J. Hanson* Vice President
Susan J. Hanson, Vice President

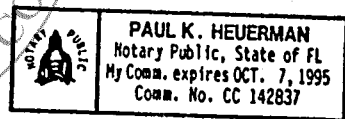
Rachel River
Print name: Rachel River

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was executed before me this 15th day of October, 1993, by Susan J. Hanson, Vice President of WS Realty, Inc., an Ohio corporation, on behalf of the corporation, who is personally known to me or did produce _____ as identification and did not take an oath.



Paul K. Heurman
Notary Public
Print name: Paul K. Heurman
SEAL



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000895

OR BOOK

PAGE

CONSENT TO AMENDMENT

The undersigned, as the authorized officer of First National Bank of Naples, the holder of a mortgage encumbering a unit in The Windstar Condominium, Section One, hereby consents to the foregoing Amended and Restated Declaration of Condominium for The Windstar Condominium, Section One.

The granting of this consent does not impair the validity or priority of any mortgage held by First National Bank of Naples encumbering units in this Condominium, nor does it act as a waiver or release by First National Bank of Naples of any rights it now has as a mortgagee under the original Declaration of Condominium.

Date: September 20, 1993

WITNESSES:

FIRST NATIONAL BANK OF NAPLES

[Signature]
Print name: Lisa Prokop

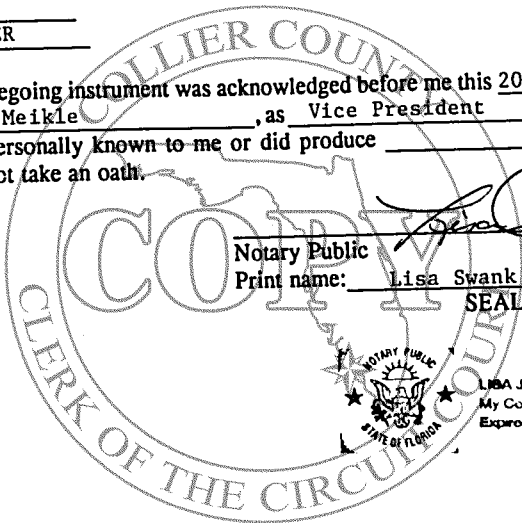
By David A. Meikle
Its: Vice President
(please print capacity and name of person signing)

[Signature]
Print name: Lisa Swank

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF COLLIER

The execution of the foregoing instrument was acknowledged before me this 20th day of September, 1993, by David G. Meikle, as Vice President of First National Bank of Naples. He is personally known to me or did produce _____ as identification and did not take an oath.



[Signature]
Notary Public
Print name: Lisa Swank
SEAL

LISA J SWANK
My Commission CC308777
Expires Aug. 16, 1997

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OR BOOK

PAGE

CONSENT TO AMENDMENT

The undersigned, as the authorized officer of BancFlorida, a Federal Savings Bank, the holder of a mortgage encumbering one or more units in The Windstar Condominium, Section One, hereby consents to the foregoing Amended and Restated Declaration of Condominium for The Windstar Condominium, Section One.

The granting of this consent does not impair the validity or priority of any mortgage held by BancFlorida encumbering units in this Condominium, nor does it act as a waiver or release by BancFlorida of any rights it now has as a mortgagee under the original Declaration of Condominium.

Date: September 20, 1993

WITNESSES:

BANCFLOIDA, a Federal Savings Bank

Barbara J. Legutki
Print name: Barbara J. Legutki

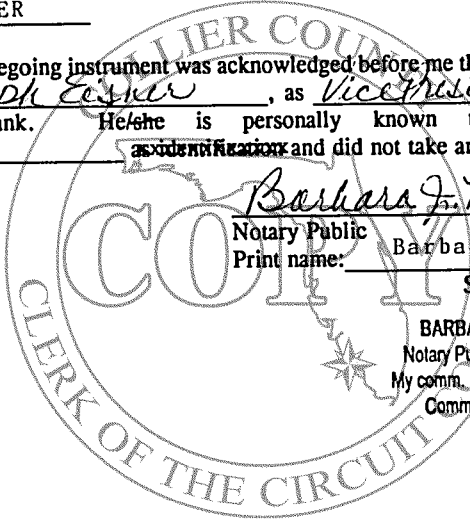
By [Signature]
Its: S. Joseph Eisner, Vice President
(please print capacity and name of person signing)

Barbara Otero
Print name: Barbara Otero

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF COLLIER

The execution of the foregoing instrument was acknowledged before me this 20th day of September 1993, by S. Joseph Eisner, as Vice President of BancFlorida, a Federal Savings Bank. He/she is personally known to me ~~as a~~ ~~notary~~ ~~public~~ ~~and~~ ~~did~~ ~~not~~ ~~take~~ ~~an~~ ~~oath~~.
~~as a~~ ~~notary~~ ~~public~~ ~~and~~ ~~did~~ ~~not~~ ~~take~~ ~~an~~ ~~oath~~.



Barbara J. Legutki
Notary Public
Print name: Barbara J. Legutki

SEAL

BARBARA J. LEGUTKI
Notary Public, State of Florida
My comm. expires Sept. 17, 1994
Comm. No. CC 048280

The undersigned, as the authorized officer of BancBoston Mortgage Corporation, the holder of a mortgage encumbering a unit in The Windstar Condominium, Section One, hereby consents to the foregoing Amended and Restated Declaration of Condominium for The Windstar Condominium, Section One.

The granting of this consent does not impair the validity or priority of any mortgage held by BancBoston Mortgage Corporation encumbering units in this Condominium, nor does it act as a waiver or release by BancBoston Mortgage Corporation of any rights it now has as a mortgagee under the original Declaration of Condominium.

Date: 9/22/93

WITNESSES:

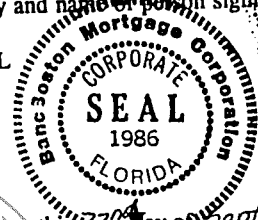
[Signature]
Print name: Tony Edwards

[Signature]
Print name: Aiko FREEMAN

BANCOSTON MORTGAGE CORPORATION

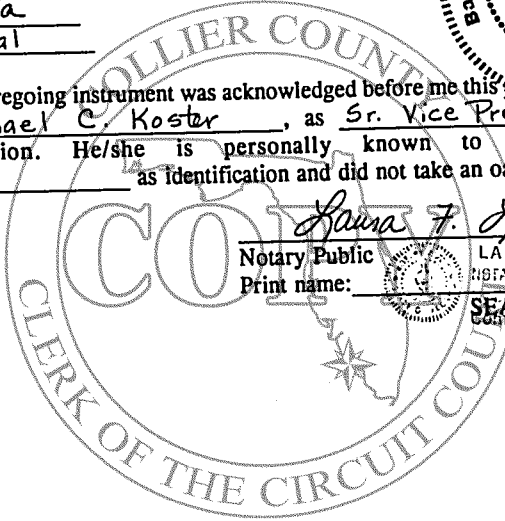
By [Signature]
Its: MICHAEL C. KOSTER, SR VICE PRES.
(please print capacity and name of person signing)

CORPORATE SEAL



STATE OF Florida
COUNTY OF Duval

The execution of the foregoing instrument was acknowledged before me this 22nd day of September, 1993, by Michael C. Koster, as Sr. Vice President of BancBoston Mortgage Corporation. He/she is personally known to me or did produce _____ as identification and did not take an oath.



[Signature]
Notary Public
Print name: LAURA F. LOADHOLTES
Notary Public, State of Florida
Commission Expires May 23, 1995
Commission No. CC098366

CONSENT TO AMENDMENT

The undersigned, as the authorized officer of Northern Trust Bank of Florida, the holder of a mortgage encumbering one or more units in The Windstar Condominium, Section One, hereby consents to the foregoing Amended and Restated Declaration of Condominium for The Windstar Condominium, Section One.

The granting of this consent does not impair the validity or priority of any mortgage held by Northern Trust Bank of Florida encumbering units in this Condominium, nor does it act as a waiver or release by Northern Trust Bank of Florida of any rights it now has as a mortgagee under the original Declaration of Condominium.

Date: September 27, 1993

WITNESSES:

[Signature]
Print name: Sandra Ogrizovich

[Signature]
Print name: Noreen E. Jutkiewicz

NORTHERN TRUST BANK OF FLORIDA

By [Signature]
Its: Private Banking Officer
(please print capacity and name of person signing)

CORPORATE SEAL

STATE OF Florida
COUNTY OF Collier

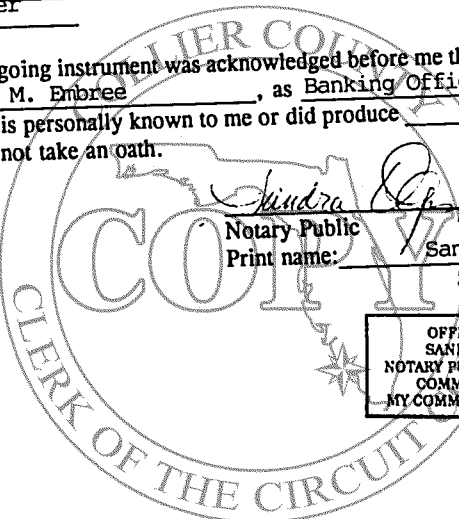
The execution of the foregoing instrument was acknowledged before me this 27th day of September 1993, by Keith M. Embree, as Banking Officer of Northern Trust Bank of Naples. He is personally known to me or did produce as identification and did not take an oath.

[Signature]
Notary Public
Print name:

Sandra Ogrizovich

SEAL

OFFICIAL NOTARY SEAL
SANDRA M. OGRIZOVICH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. AA 12457
MY COMMISSION EXP. FEB. 25, 1994



CONSENT TO AMENDMENT

The undersigned, as the authorized officer of NCNB, now known as NationsBank, the holder of a mortgage encumbering one or more units in The Windstar Condominium, Section One, hereby consents to the foregoing Amended and Restated Declaration of Condominium for The Windstar Condominium, Section One.

The granting of this consent does not impair the validity or priority of any mortgage held by NationsBank encumbering units in this Condominium, nor does it act as a waiver or release by NationsBank of any rights it now has as a mortgagee under the original Declaration of Condominium.

Date: 10/01/93

WITNESSES:

NATIONS BANK

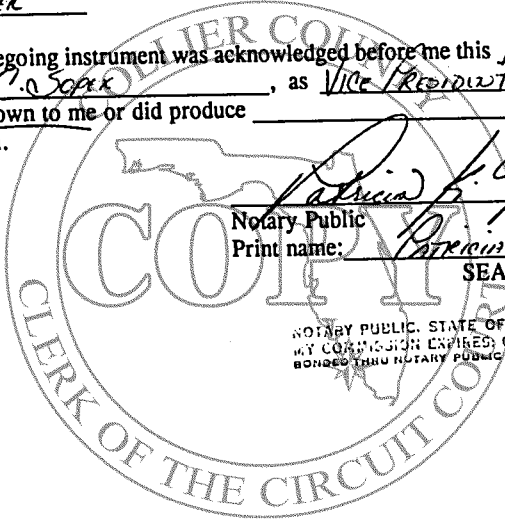
Patricia K. Fife
Print name: PATRICIA K. FIFE
Carolee Paczkowski
Print name: CAROLEE PACZKOWSKI

By [Signature]
Its: VICE PRESIDENT
(please print capacity and name of person signing)

CORPORATE SEAL

STATE OF Florida
COUNTY OF Collier

The execution of the foregoing instrument was acknowledged before me this 1st day of October, 1993, by Russell C. Soper, as VICE PRESIDENT of NationsBank. He/she is personally known to me or did produce _____ as identification and did not take an oath.



[Signature]
Notary Public
Print name: PATRICIA K. FIFE
SEAL

CONSENT TO AMENDMENT

The undersigned, as the authorized officer of Great Western Bank, the holder of a mortgage encumbering a unit in The Windstar Condominium, Section One, hereby consents to the foregoing Amended and Restated Declaration of Condominium for The Windstar Condominium, Section One.

The granting of this consent does not impair the validity or priority of any mortgage held by Great Western Bank encumbering units in this Condominium, nor does it act as a waiver or release by Great Western Bank of any rights it now has as a mortgagee under the original Declaration of Condominium.

Date: November 17, 1993

WITNESSES:

GREAT WESTERN BANK, a FEDERAL SAVINGS BANK

Jonell Davis
Print name: Jonell Davis

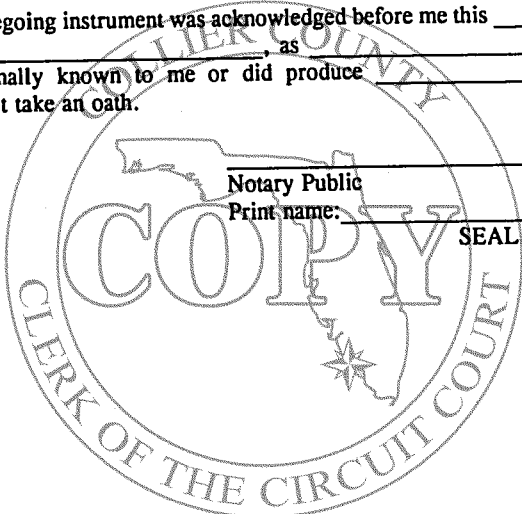
By [Signature]
By: Mark A. Bragg, Vice President
(please print capacity and name of person signing)

Erlinda M. Kennedy
Print name: Erlinda Kennedy

CORPORATE SEAL
By [Signature]
By: Eric A. Sender, Assistant Secretary

STATE OF _____
COUNTY OF _____

The execution of the foregoing instrument was acknowledged before me this _____ day of _____, 199____, by _____, as _____ of Great Western Bank. He/she is personally known to me or did produce _____ as identification and did not take an oath.



Notary Public
Print name: _____
SEAL

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OR BOOK

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ACKNOWLEDGEMENT (CORPORATION)

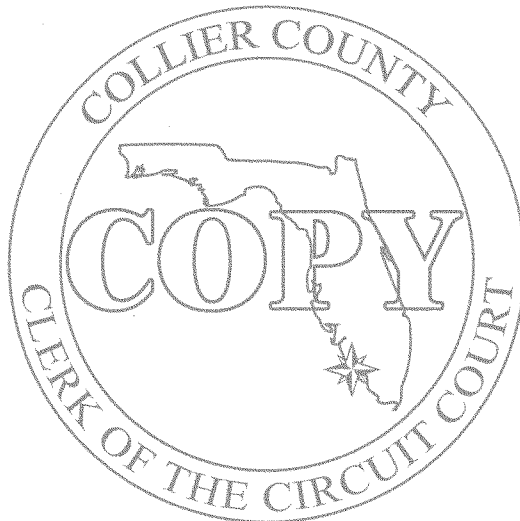
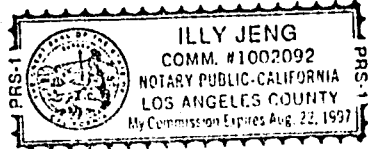
STATE OF CALIFORNIA COUNTY OF Los Angeles

On November 19, 1993 before me, Illy Jeng
personally appeared Mark A. Bragg, Vice President
and Eric A. Sencer, Assistant Secretary personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signed

Illy Jeng



OR BOOK
CONSENT TO AMENDMENT

The undersigned, as the authorized officer of Huntington National Bank, the holder of a mortgage encumbering a unit in The Windstar Condominium, Section One, hereby consents to the foregoing Amended and Restated Declaration of Condominium for The Windstar Condominium, Section One.

The granting of this consent does not impair the validity or priority of any mortgage held by Huntington National Bank encumbering units in this Condominium, nor does it act as a waiver or release by Huntington National Bank of any rights it now has as a mortgagee under the original Declaration of Condominium.

Date: October 15, 1993

WITNESSES:

HUNTINGTON NATIONAL BANK

Rachel Nivell
Print name: Rachel Nivell

By Susan J. Hanson Susan J. Hanson
Its: Authorized Signer
(please print capacity and name of person signing)

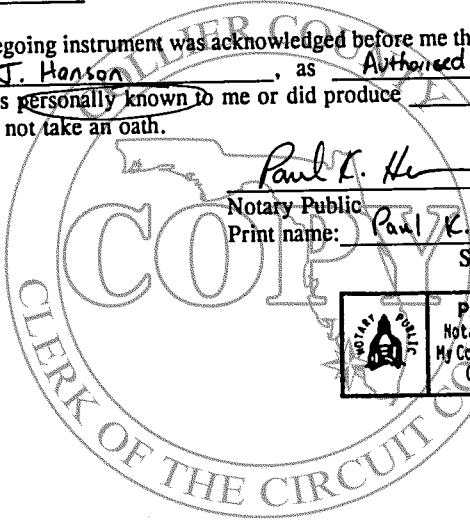
Lesh W. Therman
Print name: Lesh W Therman

CORPORATE SEAL

STATE OF Florida
COUNTY OF Collier

The execution of the foregoing instrument was acknowledged before me this 15th day of October, 1993, by Susan J. Hanson, as Authorized Signer of Huntington National Bank. He/she is personally known to me or did produce as identification and did not take an oath.

Paul K. Heuerman
Notary Public
Print name: Paul K. Heuerman
SEAL



PAUL K. HEUERMAN
Notary Public, State of FL
My Comm. expires OCT. 7, 1995
Comm. No. CC 142837

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
DWIGHT E. BROCK, CLERK