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DECLARATION OF CONDOMINIUM
OF
PARKWAY VILLAGE CONDOMINIUM

OFF REC 1748 PC 1738

THIS DECLARATION OF CONDOMINIUM made and executed by CHIQUITA DEVELOPMENT CORPORATION, hereinafter called the Developer, for itself, its successors, grantees and assigns, and the said Developer does hereby submit the condominium ownership upon the terms and conditions hereinafter set forth and makes the following declarations:

I. PURPOSE

The purpose of this Declaration is to submit the lands described and improvements described thereon to the condominium form of ownership and use in manner provided in Chapter 718 of the Florida Statutes herein called the "Condominium Act".

A. Name

The name by which this condominium is to be identified is: PARKWAY VILLAGE CONDOMINIUM and its address is Chiquita Boulevard, Cape Coral, Florida, 33914.

B. The Land

The lands owned by the developer which are hereby submitted to the condominium form of ownership are all situated in Lee County, Florida and described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 53, 54, 55, 56, 57, and 58, Block 4632, Unit 69, CAPE CORAL SUBDIVISION, according to the plat thereof, as recorded in the Plat Book 22, Pages 32 through 51, inclusive, of the Public Records of Lee County, Florida.

II. DEFINITIONS

The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. Apartment

Apartment means unit as defined by the Condominium Act.

B. Apartment Owner

Apartment owner means a unit owner as defined by the Condominium Act.

C. By-Laws

By-Laws mean the Association By-Laws for the government of the condominium as they exist from time to time.

D. Common Elements

Common elements shall include the tangible or intangible personal property required for the maintenance and operation of the condominium together with all other elements as designated in the Condominium Act.

E. Common Expense

Common expense means those expenses for which unit owners are liable to the Association, including but not limited to, the expenses of administration, maintenance and operation, repair and replacement of common elements and such other expenses as may be declared common expenses either by this Declaration or the Association.

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RECORD VERIFIED
BY J. TURNER, D.C.

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F. Common Surplus

Common surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of the common expenses.

G. Condominium

Condominium means the form of ownership of condominium property over which units or improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in common elements.

H. Condominium Parcel

Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

I. Condominium Property

Condominium property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements, and rights appurtenant thereto intended for the use in connection with the condominium.

J. Limited Common Elements

Limited common elements mean and include those common elements which are reserved for the use of a particular unit or units to the exclusion of other units.

K. Record Owner

Record owner means fee simple owner as reflected by the Lee County Public Records, or the records of the Association.

L. Singular, Plural Gender

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

M. Unit

"Unit" shall be synonymous with "Apartment".

N. Utility Services

As used in the Condominium Act and construed with reference to this condominium, and as used in this Declaration and By-Laws, utility services shall include, but not limited to, electric power, telephone, cable television, gas, hot and cold water, heating, refrigeration, air conditioning, garbage, trash and sewage disposal.

III. DEVELOPMENT PLAN

The condominium is being developed in the following manner:

A. Survey

The final survey will show eight existing apartment buildings containing thirty one (31) units, together with certain common elements.

B. Plans

The improvements on the land will consist of eight, two story buildings, as shown in Exhibit C. The floor plans for the buildings are attached hereto as Exhibit C.

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C. Alteration of Apartment Plans

Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, so long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration of Condominium by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If the Developer shall make changes in units so authorized, such changes shall be reflected by the amendment to this Declaration of Condominium. If more than one unit is concerned, the Developer shall apportion between the units the share in the common elements appurtenant to the units concerned.

D. Amendment of Declaration

The Developer reserves the right to amend the Declaration of Condominium to effect of record the completion of the proposed buildings as well as the description of the apartment units. Such completion may be shown by a certificate of an architect, engineer or surveyor certifying that the contemplated improvements have been constructed substantially as herein represented, or if not so constructed, then designating the changes made. Such amendment to the Declaration of Condominium needs to be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners, or lessors, lienors, or mortgagees of apartments of the condominium whether or not elsewhere herein required for amendment.

IV. PROPERTY INTERESTS**A. Easements**

Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.

1. Utilities - Easements through the apartments and other common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common elements, provided that such easements through an apartment shall be according only to the plans and specifications for the apartment building or as the building is constructed unless approved in writing by the apartment owners.

2. Pedestrian and Vehicular Traffic - Easements for pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

3. General Easements - Easements for ingress, egress, support, maintenance, repair, replacement and utilities.

4. Air Space - An exclusive easement for the use of the air space occupied by the condominium unit exists at any particular time and as the unit may lawfully be altered.

5. Perimeter Walls - Easements or encroachments by the perimeter walls, ceiling and floor surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exists, and such easements shall continue until such encroachments no longer exist.

6. Troughs and Gutters - Easements of overhanging troughs or gutters, downspouts and discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

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REC 1741**B. Apartment - Boundaries**

Each apartment shall include the part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:

1. Horizontal Boundaries - The upper and lower boundaries of the apartment shall be:

a. Upper boundary - the plane of the underside of the roof slab above.

b. Lower boundary - the plane of the upper surface of the concrete slab floor.

2. Vertical Boundaries - The vertical boundaries of the apartment shall be:

a. Exterior building walls - the interior of the outside walls of the apartment building bounding an apartment and where there is attached to the building a balcony, porch, loggia, terrace, canopy, stairway, or other portion of the building serving only the apartment being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereon.

b. Interior building walls - the center line of the walls bounding the apartment.

C. Common Elements

All of the real property heretofore described, less and excepting therefrom the apartments hereinafter referred to, is described and referred to herein as the "common elements" which definition shall include the multi-family structures and the property on which they are located and specifically includes, but is not limited to, the land, decorative rock, main walls, slabs, stairways, and staircases, walkways, gardens, pumps, generators, water tanks, trees, and shrubs, utility lines, guest parking facilities, swimming pool, and equipment.

D. Parking Facilities

The parking spaces may be assigned by the Association and upon assignment, shall be "limited common elements".

V. UNDIVIDED SHARES**A. Appurtenances to Each Apartment**

For the purpose of this Declaration, the ownership of each apartment in Buildings A, B, C, D, E, G and H shall include, as an appurtenance, an equivalent of three and one hundred ninety six thousandths (3.196%) percent interest in all common elements and the ownership of each apartment in Building F shall include as an appurtenance an equivalent of three and five hundred four thousandths (3.504%) percent interest in all common elements.

B. Common Expenses and Shares of Common Surplus

Each apartment owner in Buildings A, B, C, D, E, G and H shall be liable for the equivalent of three and one hundred ninety six thousandths (3.196%) percent share of the common expenses and shall be entitled to the equivalent of three and one hundred ninety six thousandths (3.196%) percent share of the common surplus. Each apartment owner in Building F shall be liable for the equivalent of three and five hundred four thousandths (3.504%) percent share of the common expenses and shall be entitled to the equivalent of three and five hundred four thousandths (3.504%) percent share of the common surplus. The foregoing rights to a share of the common surplus does not include the right to withdraw.

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VI. MAINTENANCE, ALTERATION AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

A. Apartments

1. **By the Association** - The Association shall maintain, repair and replace at the Associations' expense:

a. **Support** - All portions of an apartment, except interior surfaces contributing to the support of the apartment building, which portions shall include, but not be limited to, the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor and ceiling slabs, load bearing columns and load bearing walls; all glass windows and doors.

b. **Utility** - All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

c. **Work damage** - All incidental damage caused to an apartment by such work shall be promptly repaired at the expenses of the Association.

2. By the Apartment Owner

a. **Maintenance** - To maintain, repair and replace at his expense all portions of this apartment (except portions to be maintained, repaired and replaced by the Association), and respective limited common elements, which portions shall include, but not be limited to, individual heating and cooling units in the apartments; and the repair and replacement of screening and screening supports on owner's individual porch unless covered by condominium insurance policy.

b. **Exterior** - Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

c. **Report** - To promptly report to the Association any defect or need for repairs and responsibility for the remedying of which is that of the Association.

B. Common Elements

The maintenance and operation of the common elements shall be the responsibility and the expenses of the Association.

VII. ASSESSMENTS

The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share

Each apartment owner in Buildings A, B, C, D, E, G and H shall be liable for the equivalent of three and one hundred ninety six thousandths (3.196%) percent share of the common expenses and shall be entitled to the equivalent of three and one hundred ninety six thousandths (3.196%) percent share of the common surplus. Each apartment owner in Building F shall be liable for the equivalent of three and five hundred four thousandths (3.504%) percent share of the common expenses and shall be entitled to the equivalent of three and five hundred four thousandths (3.504%) percent share of the common surplus. However, the apartment owners, by virtue of above, shall not be deemed vesting or creating a right to withdraw or receive distribution of this share of the common surplus.

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B. Due

All assessments, shall be due and payable by the members upon receipt of notice of same, and shall be paid to the Association. Any assessment more than thirty (30) days past due shall bear interest at the rate of eighteen per cent (18%) per annum from the date thereof until paid. Joint owners of an apartment shall be jointly and severally liable for an assessment against the apartment. Should any assessment remain unpaid for ten (10) days after due notice of same, then the Board of Administrators or the Treasurer shall send notice of the default to such delinquent owners by certified mail, return receipt requested, at the last address furnished by such owner(s) to the Association. In the event that such default continues for an additional twenty (20) days, then the Board of Administrators shall, without further notice of demand, take such action as it deems necessary to collect the amount so due.

C. Claim of Lien

Each assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interests herein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall be effective from and after the time of recording in the Public Records in the county in which the condominium parcel is located, in the name of the recorded owner, the amount due, and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid.

D. Collection

The Board of Administration of the Association may take such action or by enforcing and/or foreclosing said lien and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorney's fees, incident to the collection of such lien. In any lien foreclosure, the Association, as plaintiff in the foreclosure, shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien to apply against such bid sums due the Association for assessments, interest and collection costs.

E. Priority

As to the priority between the lien of a recorded mortgage and a lien for an assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage, but not to any other mortgage. The Association shall maintain a register of institutional first mortgages. A copy of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage, or a mortgage held by a real estate investment trust shall be sent to the mortgagee.

F. Mortgagee

If the mortgagee of a first mortgage of record, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, his successors, and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of the condominium parcels, including such acquirer, his successors and assigns.

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G. First Mortgage

Where an institutional first mortgage by some circumstances fails to be a first mortgage but it is evident that it is intended to be a first mortgage it shall nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an institutional first mortgage.

H. Mortgage Approval

No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, a federal savings and loan association, or real estate investment trust. The approval of any other mortgages will be upon conditions determined by the Association and will not be arbitrarily withheld.

VIII. THE ASSOCIATION

The operation of the condominium shall be by PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. The Articles of Incorporation are attached hereto as Exhibit "A", and shall fulfill its functions pursuant to the following provisions:

A. Name

The name of the Association shall be: PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

B. Powers

The Association shall have all of the powers and duties set forth in the Condominium Act and any granted by statutory or common law, and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and the By-Laws as amended from time to time.

C. Members

1. Qualification - The members of the Association shall consist of all of the record owners of apartments.

2. Change of Membership - After receiving the approval of the Association herein required, change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a Deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a copy of such recorded instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall thereby be terminated.

D. Voting Right

The members of the Association shall be entitled to cast one (1) vote for each apartment owned by them.

1. Designation of Voting Representative - If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the persons entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

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2. **Approval or Disapproval of Matters** - whenever the decision of an apartment owner is required upon any matter whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

E. Limitation of Liability

The liability of any member is limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

F. Restraint Upon Assignment of Shares in Assets

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's Apartment.

G. Board of Administration

The affairs of the Association shall be conducted by a board of three (3) administrators who shall be designated in the manner provided in the By-Laws.

H. Indemnification

Every administrator and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party or in which they may become involved, by reason of their being or having been an administrator or officer of the Association, or any settlement thereof whether or not they are an administrator or officer at the time such expenses are incurred except in such cases wherein the administrator or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Administrators approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of the indemnification shall be in addition to and not exclusive of all other rights of which such administrator or officer may be entitled.

I. Limitation Upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by latent condition of the property to be maintained and repaired by the Association, or by the elements or other owners or persons.

J. By-Laws

The By-Laws of the Association shall be in the form attached hereto as Exhibit "B".

K. Agent to Receive Service of Process

The following person is designated as agent to receive service of process upon the Association: L. Gail Markham, 3818 Del Prado Boulevard, Cape Coral, Florida 33904.

IX. INSURANCE

In order to adequately protect the condominium complex and its several owners against the elements and other insurable risks, the following provisions shall govern as to insurance.

A. Authority to Purchase Insurance

1. **General** - The Board of Administrators is hereby authorized to purchase insurance for the benefit of the Association, each apartment owner

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and their respective mortgagees, all as their respective interest may appear; and with provisions to issue certificates of insurance as may be required by mortgagees and/or owners;

2. Cost - The cost of all insurance so purchased, shall be paid by the Association as a normal operation expense; and

3. Owners - Owners shall obtain any desired insurance on their own personal property, for their personal liability and for additional living costs, all at their own expense; such personal liability insurance should contain a waiver of subrogation as to the Association and other apartment owners.

B. Physical Damage Insurance Coverage

1. Fire - Fire Insurance with extended coverage and vandalism and malicious mischief endorsements shall be obtained by the Board of Administrators covering all buildings and improvements on the condominium complex including personal property that is a part of the common elements, (but excluding personal property, additions and/or alterations installed by the owners), together with all air conditioning and other service machinery and equipment.

2. Coverage - The amount of coverage shall be the full replacement value of the buildings without deduction for depreciation.

3. Insured - The named insured shall be the Association, the owners of all apartments and mortgagees of record, all as their respective interests may appear.

4. Mortgagee - The policy or policies shall contain a standard mortgage clause in favor of each mortgagee of an apartment, providing for payment of loss thereunder to such mortgagee as interest may appear subject to loss payment provisions provided elsewhere herein.

5. Machinery - Machinery insurance in the amounts and for the coverage as determined and recommended after a survey of such hazards by an insurance company or other competent engineer.

6. Glass - Plate glass insurance to cover exterior glass (option with Board of Administrators).

7. Provisions - All policies of physical damage insurance should preferably contain:

a. Subrogation - Waiver of subrogation as to the Association, its officers and agents, all owners of apartments and their families, servants, and guests.

b. Act of Insured - Waiver of defense based upon invalidity resulting from any act of the insured.

c. Co-Insurance - Waiver of defense based upon Co-Insurance.

d. Notice - The policy may not be cancelled or substantially modified without at least ten (10) days prior written notice to the insured and all mortgagees.

8. Delivery - The original and duplicate originals of physical damage policies, and all renewals thereof shall be delivered to the Board of Administrators and to each mortgagee at least ten (10) days prior to expiration of the current policies; when required, proof of payments of premiums may be submitted therewith.

9. Amount - Prior to obtaining any physical damage policy, the Board of Administrators shall obtain an appraisal of the full replacement value of the buildings and other land improvements, including apartments and all common elements, without deduction for appreciation to determine the amount of insurance to be carried.

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10. Other - Such other coverage as the Board of Administrators may deem advisable.

C. Liability, Casualty and Other Insurance

Public liability insurance covering the Association, each member of the Board of Administrators, the caretaker and other employees of the Association, and all owners of apartments (for other than their own personal liabilities) in the amount of not less than \$300,000.00, for bodily injury and property damage, to one person or to more than one person or to property arising out of a single event; such a policy should:

1. Crossclaims - Cover cross liability claims of one insured against another.
2. Subrogation - Cover waiver of subrogation as to owners, their families, servants and guests.
3. Water - Cover water damage legal liability.
4. Occurrence - Cover on an "occurrence" basis.
5. Co-Insurance - Stipulate that coverage is not effected or diminished by any reason of any insurance carried separately by an owner of any apartment.
6. Other - Provide such other coverage as the Board of Administrators may deem advisable.

E. Repairs

So long as one-half (1/2) of the total apartments in the building are habitable after a casualty, the loss shall be deemed partial and shall be repaired. In the event more than 50% of the units of the buildings operated by the Association are untenable, and more than 50% of the owners of the condominium, at a meeting called and held within 60 days of the casualty or 30 days after the insurance claim is adjusted (whichever is earlier), vote against such repair or replacement, then the proceeds shall be distributed to the unit owners and their mortgagees, as their interest may appear, and the condominium shall be terminated as provided herein-after. Repairs shall be under the control and supervision of the Board of Administrators and shall be such as to restore the building and other improvements as much as possible to their state and condition immediately before the loss; in the case of substantial damage the services of a registered architect shall be engaged relative to such repairs.

F. Deficiencies

In the event the insurance proceeds are insufficient to pay the trustee's fees and expenses and to make needed repairs and the Association is obligated to make such repairs, the Board of Administrators shall assess each owner his pro-rata share of such deficiency, with all funds so collected to be deposited with and disbursed by the insurance trustee the same as if they were insurance proceeds.

X. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions so long as the condominium exists upon the land.

A. Apartments

Each of the apartments shall be occupied by a single family, its servants and guests, as a residence and for no other purpose. Except as reserved to developer, no apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred without first amending this Declaration of Condominium to show the changes in the apartments to be affected thereby.

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REC. 1748**B. Common Elements**

The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments. Common walks, hallways, and other common areas shall not be obstructed, littered, defaced or misused in any manner; and balconies, porches, terraces and stairways shall be used only for the purposes intended, and they shall not be used for hanging garments, or other objects, or for cleaning rugs or other household items.

C. Children

Two minor children under the age of eighteen (18) years shall be allowed to remain as permanent residents in the condominium without the prior written approval of the Board of Administrators.

D. Pets

One pet, under the weight of fifteen (15) pounds at maturity, will be permitted at any time without the express approval of the Board of Administrators.

E. Exterior

No curtain, blind, awning or glass, etc., shall be installed on any porch or balcony without the prior approval of the Board of Administrators. An owner shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of his apartment. The installation of any individually owned appliance and any addition to the exterior of the building, including but not limited to, radio and television antennae, shall first require the approval of the Board of Administrators. Repairs made to screening and screening supports shall be at the owner's expense, unless covered by the Association insurance policy.

F. Carpeting

All apartments shall have the floors covered with wall-to-wall carpeting, except in bathrooms, kitchens, and utility rooms.

G. Alterations

No structural changes or alterations shall be made in any apartment without prior approval of the Board of Administrators, in writing, and approval of the institutional first mortgagee of the first mortgage encumbering the unit and no change shall be made which would adversely affect the structural soundness of the building in which such apartment is located.

H. Nuisances

No nuisance shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary manner, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements which will increase the rate of insurance upon the condominium property.

I. Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

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J. Leasing

By use of an approved lease, entire apartments may be rented provided occupancy is only by the lessee and his family, their servants and guests. No room may be rented except as part of an apartment or to another apartment owner, and no lease will be permitted for less than one (1) month.

K. Taxes

Real Estate Taxes against any apartment and personal property taxes on the furnishings shall be paid separately by the owner when they become due and payable.

L. Vehicles

Unless otherwise permitted in the Rules and Regulations of Parkway Village Condominium, as may be amended from time to time, no all terrain vehicle, truck, trailer, boat, van, camper, motorhome, bus, commercial vehicle, or other similar vehicle shall be permitted on the condominium property. In the event that there is a dispute concerning the type of vehicle, the State of Florida vehicle registration shall control. The Association shall have the right to authorize towing of any vehicles in violation of this rule with the cost to be borne by the violator.

M. Regulations

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administrators of the Association, provided however, that all such regulations and amendments thereto shall be approved by not less than two-thirds (2/3) of the votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

N. Developer Proviso

Provided, however, that until Developer has completed and sold all of the existing apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the same of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sales, including but not limited to, maintenance of a sales office, the showing of the property and the display of signs.

XI. LIMITATION UPON CONVEYANCE OF OWNERSHIP

In keeping with the policy of maintaining a community of congenial residents, and for the benefit of all residents and owners of units in the condominium, the conveyance, sale and mortgaging of a unit by an owner other than the developer shall be subject to the following restrictions:

A. Right of First Refusal

No apartment owner may convey, sell, lease, give, encumber, or transfer title to an apartment owned by him, except as otherwise herein provided, without the approval of the Board of Administrators of the Association. The Association reserves the right of first refusal on any such proposed sale, transfer or encumbrance and shall be given thirty (30) days written notice in which to make its election.

B. Notice

In the event the owner of a unit shall desire to sell, lease, or gift the unit owned by him, he must notify the president of the Association, or in his absence, the vice-president, or in his absence, the secre-

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tary, or in his absence, any administrator of the Association or in their absence, the resident agent of the Association in writing by the United States Mail, attaching thereto, an executed copy of such proposed contract.

C. Board Action

Upon such notice, the Board of Administrators of the Association, within ten (10) days of such mailing, consider the request for transfer, at a meeting open to any member of the Association, at which time the owner proposing to make the transfer herein provided shall have the opportunity to be heard. The Board of Administrators, in making its decision, shall consider among other things, but not limited to, the effect of such transfer upon the value of the apartments in the condominium, and the effect that a refusal to grant such request will have upon the owner seeking the transfer. The request for transfer shall not be unreasonably denied.

D. Appeal

The decision of the Board of Administrators may be appealed to the membership of the Association, and in such event the owner seeking such an appeal shall notify the Board of Administrators, through any of its officers, in writing, within five (5) days after its decision and a meeting of the Association shall be called for such purpose within fifteen (15) days after such notice.

E. Disapproval

In the event the Board of Administrators or the Association shall fail to approve any proposed sale or transfer, the Association shall, upon written request by the owner, provide the owner with a purchaser within ninety (90) days thereof, from the date of such final disapproval, which purchaser shall purchase upon the same terms as the purchaser proposed by the owner desiring to sell.

F. Fair Market Value

If the Association or the Board shall deem that the proposed sale does not represent fair market value of the property, at the Association's election, the price to be paid shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the Association who shall be paid by the purchaser.

G. Duration

The option granted to the Association shall not extend beyond twenty (20) years from the date of the recording of this Declaration.

H. Exceptions

The provision of this paragraph relating to restrictions upon resale shall not apply to any insurance company, bank, federal savings and loan association, corporate mortgagee, or real estate investment trust in the event of a sale to such mortgagees, sales by mortgagees after quieting title or at foreclosure sale. There is further excepted from the provisions of this paragraph any public sale at open bidding as may be provided by law and any transfer to an approved purchaser.

1. **Mortgages** - Any mortgagee who acquired title to any apartment shall be considered an approved purchaser and the subsequent purchaser from such mortgagee shall be considered an approved purchaser.

2. **Immediate Family** - The transfer by an owner to his spouse or other member of his immediate family who customarily resides in the apartment with such owner by deed or Last Will and Testament, shall be considered a transfer to an approved purchaser.

3. **Corporation** - The transfer by an owner to a corporation in which he and/or the members of his immediate family have a majority or controlling interest or from such a corporation to the individual, all without

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a change in occupancy, shall be considered a transfer to an approved purchaser. In the event of transfer to a corporation, the corporation shall furnish the names and addresses of the persons who will be occupants of the apartment who shall be subject to approval by the Board of Administrators; the sale of an apartment through the sale of stock of the corporate owner thereof shall not authorize any change in occupants, and any change in occupancy resulting from such sale shall first be approved by the Board of Administrators.

4. Other Owner - The transfer by an owner to the owner of another apartment shall be considered a transfer to an approved purchaser.

5. By Decedent - In case of the death of the owner of an apartment, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy said apartment; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the apartment, the ownership shall be transferred by legal process to such new owner.

In the event said decedent shall have conveyed or bequeathed the ownership of his unit to some designated person or persons other than his surviving spouse, or member of his family, or if some other person is designated by such decedent's legal representative to receive the ownership of the unit, the Board of Administrators of the Association shall, within thirty (30) days after written request so to do, accompanied by proper evidence of rightful designation, express its refusal or acceptance as owner of the unit, the individual or individuals so designated. Procedures shall in all other respects be the same as provided in the Declaration.

I. Interval Ownership

No ownership interest in any unit, or share of the common elements assigned to that unit, shall be conveyed in any manner or by any method which would result in the granting of an ownership interest having the exclusive right to occupancy for a period of time less than twelve (12) consecutive months.

J. Effect of Non-Compliance

Any sale or lease contrary to the provisions of said Declaration and By-Laws shall be void and may be ignored by the Board of Administrators in dealing with the unit involved. The failure by the Association or any unit owner to enforce any rights contained in the Declaration or By-Laws, shall not constitute a waiver of the right to do so thereafter.

XII. COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of an unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence

A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, agents, or leasees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by the use, misuse, occupancy or abandonment of a unit or its appurtenances, or the common elements.

B. Costs and Attorney's fees

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and regulations adopted pursuant thereto, and said documents and regulations as may be

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REC. 1

amended, from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

C. No Waiver of Rights

The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XIII. TERMINATION

PARKWAY VILLAGE CONDOMINIUM shall cease to exist as a condominium when:

A. Major Damage

If there is destruction of the improvements by fire or other casualty, in such manner that the apartment buildings shall not be reconstructed because of major damage as elsewhere herein provided.

B. Election

All of the apartment owners, together with the holders of all recorded liens, elect to terminate the condominium. Evidence of such termination shall be by resolution of the Association recorded in the public records of Lee County, Florida, and at such time each owner of an apartment shall deliver to the Association his deed of conveyance for his apartment in which the Association is named as Grantee; the Board of Administrators shall then proceed to dispose of all of the property of the Association, upon terms satisfactory to the owners and recorded lien holders, and the proceeds remaining after such disposition shall be paid to the owners and recorded lien holders in accordance with each owner's interest; any lien holder shall be paid in full before any payment is made to the owner of the encumbered apartment; should any owner fail for any reason to execute and deliver the required deed of conveyance, the Board of Administrators shall have the authority to compel compliance in a court of equity. Except as to matters contained in the By-Laws of the Association, this Declaration shall not be revoked or any of the provisions amended unless all of the owners of the apartments and all of the mortgagees holding mortgages covering the apartment unanimously agree to such revocation or amendment by a duly recorded instrument. Each and every owner of an apartment shall comply with the provisions of this Declaration and of the By-Laws of the Association, which are attached as Exhibit B, and by this reference incorporated herein, including any amendments to such By-Laws lawfully adopted; and failure, to comply with the same shall be grounds for an action to recover such sums due for damages or for injunctive relief.

XIV. AMENDMENTS

This Declaration of Condominium and the By-Laws of the PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC., may be amended in the following manner as well as in the manner elsewhere provided:

A. Notice

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. Resolution

A resolution adopting a proposed amendment may be proposed by either the Board of Administrators of the Association or by the members of the Association. Administrators and members not present at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

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C. Agreement

In the alternative an amendment may be made by an agreement signed and acknowledged by all of the record owners of the apartments in the condominium in the manner required for the execution of a deed and such amendment shall be effective when recorded in the Public Records of Lee County, Florida.

D. Limitations

Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements unless the record owner of the apartment concerned and all record owners or mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance", unless the record owners of all mortgages upon apartments in the condominium join in the execution of the amendment.

E. Execution

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be recorded in the Public Records of Lee County, Florida.

XV. SEVERABILITY

The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence or clause, phrase or word, or other provisions of this Declaration of Condominium and the By-Laws and regulations of the Association shall not effect the validity of the remaining portions thereof.

XVI. PROVISIONS PERTAINING TO DEVELOPER

For so long as the Developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect:

A. Reserved Rights

Developer shall have the following rights:

1. **Common Elements** - To use the common elements and unsold apartments in promoting the sale of such unsold apartments;
2. **Supervision** - Original sale or a re-sale of a previously sold apartment shall be subject to the supervision and control of the Developer;
3. **Employees** - To control the resident caretaker and his duties, as such, and all other employees of the Association.

B. Appointment

The Developer shall have the right to elect members of the Board of Administrators of PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC. as provided by the Condominium Act.

C. Election

The unit owner shall have the right to elect members of the Board of Administrators as provided by the Condominium Act.

D. Notice

Within sixty (60) days after the unit owners, other than the Developer are entitled to elect a member or members of the Board of Administrators of the Association, the Association shall call and give not less

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than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose.

E. Assessments

Developer shall be excused from the payment of the share of the common expenses and assessments related to unsold units beginning upon the closing on the sale of the first unit and continuing until August 31, 1985. However, the Developer shall pay the portion of the common expenses incurred during that period which exceed the amount assessed against the unit owners as guaranteed by the Developer to be no greater than \$78.09 per month per unit in Buildings A, B, C, D, E, G and H, and no greater than \$85.61 per month per unit in Building F, until August 31, 1985. The Developer further guarantees that it will pay any and all amounts of common expenses incurred up to that date, and will pay from its own funds all of the common expenses incurred which are not produced by the guaranteed level assessment collected from unit owners.

XVII. CONSTRUCTION OF CONDOMINIUM

Construction of PARKWAY VILLAGE CONDOMINIUM has been substantially completed.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 27th day of September, 1984.

Signed, sealed and delivered
in the presence of:

CHIQUITA DEVELOPMENT CORPORATION,
DEVELOPER

Robin A. Wondulig
Witness

BY: L. GAIL MARKHAM, President
(CORPORATE SEAL)

Thomas E. Drasites
Witness

ATTEST: THOMAS E. DRASITES, Secretary

STATE OF FLORIDA)
COUNTY OF LEE)SS

I HEREBY CERTIFY that on this 27th day of September, 1984, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared L. GAIL MARKHAM and THOMAS E. DRASITES, well known to me to be the President and Secretary, respectively of CHIQUITA DEVELOPMENT CORPORATION, who executed the foregoing Declaration of Condominium and they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 12, 1987
Printed this day Feb. 1987, inc.

Robin A. Wondulig
NOTARY PUBLIC
(SEAL)

Prepared By: Lisa L. Drasites
Drasites & Drasites
8-F Del Prado Boulevard
Cape Coral, Florida 33904



FLORIDA DEPARTMENT OF STATE
George Firestone
Secretary of State

RECEIVED APR 07 1984

OFF. REC. 1748 PG 1755

D.W. McKinnon, Director
Division of Corporations
904/488-9636

Mrs. Nettie Sims, Chief
Bureau of Corporate Records
904/488-9383

April 5, 1984

Lisa L. Drasites
8 Del Prado Boulevard
Suite F
Cape Coral, FL 33904

Dear Ms. Drasites:

The Articles of Incorporation for PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC. were filed on April 4, 1984, and assigned charter number N02371. Your check for \$38.00 covering the various fees has been received.

Enclosed is a certified copy of the articles.

Should you have any questions regarding this matter, please telephone (904) 488-9005, the Non-Profit Filing Section.

Sincerely,

D. W. McKinnon, Director
Division of Corporations

DWM:krq

RECEIVED MAY 07 1984

Division of Corporations • P.O. Box 6327 • Tallahassee, Florida 32314

FLORIDA State of the Arts

WP-101

State of Florida

REF. 1748 PG 1756

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 4, 1984, as shown by the records of this office.

The charter number of this corporation is N02371.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of April, 1984.



CER-101

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

George Firestone
Secretary of State

NO2371
OFF. REC. 1748 PG 1757

ARTICLES OF INCORPORATION
OF
PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

By the following proposed Articles of Incorporation, the undersigned do hereby declare their intent to form a non-profit corporation under the laws of the State of Florida providing for the formation, rights, liabilities, privileges and immunities of a non-profit corporation.

ARTICLE I - NAME

The name of this non-profit corporation shall be: PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE II - DURATION

The corporate existence of this non-profit corporation shall commence on the date of filing of the Articles of Incorporation with the Florida Department of State and shall continue perpetually.

ARTICLE III - PURPOSE

The purpose of this non-profit corporation is to do all acts necessary to maintain, manage and operate PARKWAY VILLAGE CONDOMINIUM, a condominium to be created pursuant to the provisions of Florida Statutes, Section 718, in Cape Coral, Lee County, Florida.

ARTICLE IV - MEMBERS

All persons who are owners of condominium units within PARKWAY VILLAGE CONDOMINIUM shall automatically be members of this non-profit corporation. Such membership shall automatically terminate when such persons are no longer the owner of a condominium parcel. Membership in this non-profit corporation shall be limited to such condominium parcel owners.

Admission to and termination of membership shall be governed by the Declaration of Condominium of PARKWAY VILLAGE CONDOMINIUM that shall be recorded in the Public Records of Lee County, Florida.

ARTICLE V - INCORPORATORS

The names and residences of the incorporators of this non-profit corporation are as follows:

| Name | Address |
|-------------------|---|
| L. GAIL MARKHAM | 3818 Del Prado Boulevard Cape Coral, Florida 33904 |
| ROBERT E. HOFFMAN | 1322 Cape Coral Parkway Cape Coral, Florida 33904 |
| LOIS M. COURTER | 39 Mildred Drive Fort Myers, Florida 33908 |

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 FILED
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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

ARTICLE VI - BOARD OF ADMINISTRATION

Section 1. The affairs of this non-profit corporation shall be managed and governed by a Board of Administration composed of not less than three (3) members or more than the numbers specified in the By-Laws. The administrators, subsequent to the first Board of Administration, shall be elected at the annual meeting of the membership of the PARKWAY VILLAGE CONDOMINIUM, for a term of one (1) year, or until their successor shall be elected and shall be duly qualified. The provisions for such an election and the removal, disqualification, and resignation of Administrators and for filling vacancies in said Board of Administration shall be established by the By-Laws.

Section 2. Names and Residences of the initial Board of Administration are as follows:

| Name | Address |
|-------------------|---|
| L. GAIL MARKHAM | 3818 Del Prado Boulevard Cape Coral, Florida 33904 |
| ROBERT E. HOFFMAN | 1322 Cape Coral Parkway Cape Coral, Florida 33904 |
| LOIS M. COURTER | 39 Mildred Drive Fort Myers, Florida 33908 |

ARTICLE VII - OFFICERS

Section 1. The officers of this non-profit corporation shall be:

| | |
|------------------|-------------------|
| President | L. GAIL MARKHAM |
| Secretary/Treas. | LOIS M. COURTER |
| Vice President | ROBERT E. HOFFMAN |

Said officers shall be elected by the Board of Administration for a term of one (1) year or until their successors shall be elected and duly qualified.

Section 2. The names and residences of the officers who are to serve until the first election of officers are as follows:

| | |
|------------------------------------|---|
| President - L. GAIL MARKHAM | 3818 Del Prado Boulevard Cape Coral, Florida 33904 |
| Secretary/Treas. - LOIS M. COURTER | 39 Mildred Drive Fort Myers, Florida 33908 |
| Vice President - ROBERT E. HOFFMAN | 1322 Cape Coral Parkway Cape Coral, Florida 33904 |

ARTICLE VIII - BY-LAWS

The By-Laws of this non-profit corporation shall be initially made and adopted by its first Board of Administration and may be amended by the first Board of Administration until the first annual meeting of the members. Thereafter, the Articles of Incorporation may be amended by sixty-seven (67%) percent of the total members of the Association.

ARTICLE IX - REGISTERED OFFICE

The street address of the initial registered office of this non-profit corporation is: 3818 Del Prado Boulevard, Cape Coral, Florida 33904. The initial registered agent at such address is L. Gail Markham.

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IN WITNESS WHEREOF, the undersigned incorporators have executed the foregoing Articles of Incorporation this 9th day of March, 1984.

L. Gail Markham
L. GAIL MARKHAM

Lois M. Courter
LOIS M. COURTER

Robert E. Hoffman
ROBERT E. HOFFMAN

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

BEFORE ME, personally appeared L. GAIL MARKHAM, LOIS M. COURTER, and ROBERT E. HOFFMAN, to me well known and known to me to be the individuals described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purpose therein expressed.

WITNESS MY HAND and official seal in the County and State named above this 9th day of March, 1984.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 12, 1987
Issued Here Upon Payment of Fee

Marilyn W. Miller
Notary Public, State of Florida
at Large


(OFFICIAL SEAL)

OFF.
REC. 1748 Pg 1760

ACKNOWLEDGEMENT OF REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and I do further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated:

March 9, 1984
L. GAIL MARKHAMFILED
MAR -4 PM 1:16
SECRET
STATE
TALLAHASSEE
FLORIDA

BY-LAWS

OFF. REC. 1748 PG 1761

OF

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the By-Laws of PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC. an Association organized pursuant to Florida Statutes, for the purpose of administering a condominium located upon lands in Lee County, Florida, as described in the Declaration of Condominium on file in Lee County Public Records.

II. OFFICE

The office of the Association shall be at 3818 Del Prado Boulevard, Cape Coral, Florida 33904.

III. MEMBERS' MEETINGS

A. Annual - The annual members' meeting shall be held on the first Monday of December each and every year commencing in 1984, unless called earlier by the President of the Association, on thirty (30) days notice to members. If such date is a legal holiday, then the meeting shall be held on the next regular business day at the same hour. At each annual meeting, the members shall elect a Board of Administrators, adopt a budget for the next ensuing year, and transact any other business which may properly come before it. Such meeting may be held at the principal office of the Association or any other such place as is stated in the notice of such annual meeting.

B. Special - Special meetings of the members may be called at any time by the President, or the Vice-President, or by 10% of the Board of Administrators; it shall also be the duty of the President, Vice-President, or Board to call such a meeting when requested to do so in writing by a majority of the members.

C. Notice - Notice of the time and place of all meetings shall be mailed by certified mail by the Secretary to each member not less than fifteen (15) days before the date of the special meeting or thirty (30) days before the date of the annual meeting.

D. Voting - At every such meeting the owners of each apartment shall be entitled to cast one vote for each apartment owned. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered by him into the record of the minutes of the meeting. A proxy may be given only to another member of the Association; however, no one person shall be designated to hold more than two (2) proxies for any purpose. Voting rights shall be as provided in the Declaration.

E. Quorum - A quorum for the transaction of business at any such meeting shall consist of a majority of the membership interests of the Association, but the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of Florida Law, the Declaration of Condominium, or by the By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

F. Voter's List - A complete list of the members entitled to vote at each meeting of the membership shall be furnished and certified by the Secretary of the Association, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

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G. Order of Business - The order of business at all meetings of unit owners shall be as follows:

1. Roll call;
2. Proof of notice of meeting or waiver of notice;
3. Reading of minutes of preceeding meeting;
4. Reports of officers;
5. Reports of governing board;
6. Reports of committees;
7. Election of inspectors of election (when appropriate);
8. Election of members of governing board (when required);
9. Unfinished business; and
10. New business.

IV. BOARD OF ADMINISTRATORS

A. Number - The business and property of the Association shall be managed by a board of three (3) administrators.

B. Term - The administrators shall be elected by the members at the annual meeting of members. In the event of a vacancy on the Board of Administrators, the Board shall appoint a replacement until the next regular meeting.

C. Annual Meeting - The annual meeting of the administrators may be held at such time and place as the administrators may designate. Such meetings may be called by the President, or by the Vice-President in the absence of the President, or by any two (2) members of the Board of Administrators.

D. Notice - Notice for any regular or special meeting, except as provided above, shall be given to each Administrator by the secretary at least five (5) days prior to the time fixed for such meeting. Meetings shall be open to all unit owners, and notices of meetings shall be posted conspicuously at least forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

F. Quorum - A quorum for the transaction of business at any regular or special meeting of the administrators shall consist of a majority of the members of the Board; but a majority of those present at any regular or special meeting shall have power to adjourn the meeting to a future time.

G. Elections - The administrators shall elect officers of the Association at the administrators' meeting following each annual meeting of the members of the Association. All officers shall be elected by the administrators from their own members. All officers may be recalled and removed at any time with or without cause by a vote or agreement in writing of a majority of all unit owners. An officer may be removed at any time by a two-thirds (2/3) vote of the full Board of Administrators. An officer or administrator may be removed by a majority vote of the members present at a special meeting of the members called for the purpose of considering such removal.

H. Developer's Election of Administrators - The Developer shall be entitled to elect or designate all of the Administrators of the Condominium Association except that when Unit Owners, other than the Developer, own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, said Unit Owners other than the Developer, shall be entitled to elect one-third (1/3) of the members of the Board of Administrators. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administrators of the Association three (3) years after sales by the Developer have been closed on fifty percent (50%) of the Units that may be ultimately operated by the Association or three months after sales have been closed by the Developer on ninety percent (90%) of the Units that will be operated ultimately by the Association or when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others have been offered for sale by the

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Developer, in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect at least one (1) member of the Board of Administrators as long as it holds for sale, in the ordinary course of business, at least five percent (5%) of the Condominium Units in the Condominium.

I. Compensation - Administrators or officers shall receive no compensation for their services in such a capacity.

J. Budget - The Board of Administrators, by the first day of October of each year shall prepare a proposed budget for the fiscal year beginning the following January, showing anticipated income and operating expenses (including reasonable reserves) a copy of which proposed budget shall be mailed to each member at least one (1) month prior to such next ensuing annual meeting.

K. Seal - the Board shall adopt a seal for the Association.

L. Other - The administrators shall have whatever other powers and authority as are granted to them by the Declaration of Condominium and the Laws of Florida.

V. OFFICERS

The officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Administrators, and shall hold office until their successors are duly elected and qualified. One person may hold simultaneously two (2) offices, except that the offices of President and Secretary shall be held by two different persons.

A. President - The President shall preside at all administrators' and members' meetings, and shall have general supervision over other officers. He shall execute all contracts, agreements and obligations of the Association; except, however, as such authority may be otherwise delegated by resolution of the Board of Administrators, and he shall perform all other duties as are incident to his office.

B. Secretary - The Secretary shall issue notices of all administrators' and members' meetings, and shall attend and keep the minutes of the same; shall attend to the giving and serving of all notices to the members and administrators, and other notices required by law; shall have charge of all of the Association's books, records, and papers; shall be the custodian of the seal; and shall perform all such other duties as are incident to his office.

C. Treasurer - The Treasurer shall have custody of all money and securities of the corporation and shall give bond in same and with such sureties as the administrators may require. He shall keep regular books of accounts and shall submit them, together with all his vouchers, receipts, records, and other papers, to the administrators for their examination and approval as often as they may require; he shall deposit all monies and valuable effects in the name of, and to the credit of, the Association, in such depositories as may be designated by the Board of Administrators, and shall disburse the funds of the Association as ordered by the Board and shall perform all such other duties as are incident to this office.

VI. INSPECTION OF BOOKS, ACCOUNTS, AND RECORDS

The books, accounts and records of the Association shall be open to inspection by any member of the Board of Administrators or members of the Association at all reasonable times.

VII. MANAGEMENT, OPERATION AND MAINTENANCE

A. Authority - The Board of Administrators shall maintain, operate and manage the condominium in accordance with the provisions of the By-Laws and the Declaration of Condominium; and in furtherance of such duty, the Board shall have the following authority:

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1. **Control** - To exercise complete and exclusive control and management of the apartments and common areas located on the aforementioned real estate; including the ownership, use, occupancy and transfer of such apartment;

2. **Insurance** - To make payment of insurance premiums, repairs, management expenses and all other necessary or proper operating expenses for the condominium complex;

3. **Assessment** - To make and collect charges or assessments against each apartment for its pro-rata share of such operating expenses (including reasonable reserves); such charges or assessments to be paid by the members on a monthly basis;

4. **Maintenance** - To care for and preserve the improvements located on the aforementioned real estate (other than the interior of any apartment and the equipment therein, which are to be maintained by the individual apartment owners);

5. **Supplies** - To purchase any supplies, equipment, or other property needed for such maintenance of the improvements located on the aforementioned real estate, excluding interiors;

6. **Access** - To enter any apartment when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation of the condominium property;

7. **File Suit** - To collect delinquent assessments by suit or otherwise, to abate nuisances, and to enjoin or seek damages for violation of these By-Laws, and the Declaration of Condominium;

8. **Employ** - To employ, if and when deemed desirable, a caretaker, who shall manage the condominium property on such terms and conditions as the Board of Administrators shall deem appropriate, and to delegate to such caretaker such powers as may be necessary in connection with the operation of the condominium complex; to employ janitors, maids, workmen, and gardeners, and other person needed for the proper operation of the condominium complex;

9. **Other** - To do any other act or thing necessary or proper to carry out the purposes of the By-Laws and Declaration of Condominium.

B. **Expenditure Limit** - Any assessments for betterments, alterations, or improvements involving the expenditure of \$300.00, or less may be made by a majority vote of the full Board of Administrators alone; any such assessment for an expenditure of more than \$300.00, shall first require the approval of two-thirds (2/3) of the members.

VII. ASSESSMENTS

All assessments shall be due and payable by the members upon receipt of notice of same, and shall be paid to the Association. Any assessment of more than thirty (30) days past due shall bear interest at the rate of eighteen per cent (18%) per annum from the date thereof until paid. Joint owners of an apartment shall be jointly and severally liable for any assessments against any apartment. Should any assessment remain unpaid for ten (10) days after due notice of same, then the Board of Administrators or the Treasurer shall send notice of the default to such delinquent owner(s) by certified mail, return receipt requested, at the last address furnished by such owner(s) to the Association. In the event that such default continues for an additional twenty (20) days, then the Board of Administrators shall, without further notice or demand, take such action as it deems necessary to collect the amount so due.

XI. FORECLOSURE

It shall be the right and duty of the governing Board to attempt to recover unpaid common charges, together with interest thereon, and expenses of the proceedings, including reasonable attorney's fees, in an action brought against any unit owner in default on his obligation to pay

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REC.

same, or by foreclosure of the lien on any condominium unit in respect to which default has occurred as provided by law. In any such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit for the period beginning with the initial default and ending with the foreclosure sale. Any unpaid common expenses remaining uncollectible for more than thirty (30) days after such foreclosure sale may be assessed by the governing board, acting on behalf of all unit owners, which shall have power to bid on, and purchase any unit offered at a foreclosure sale, and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Suit to recover a money judgment for unpaid common charges shall be maintainable notwithstanding the pendency of suit to recover a money judgment.

X. USES OF UNITS: RULES AND REGULATIONS

The uses of units and the common elements shall be subject to restrictions set forth in rules and regulations to be promulgated and amended from time to time by the Board of Administrators with the approval of a majority of the unit owners. Such restrictions shall include, without limitation, the following:

A. Apartments - Each of the apartments shall be occupied by a single family, its servants and guests, as a residence and for no other purpose. Except as reserved to developer, no apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred without first amending the Declaration to show the changes in the apartment to be affected thereby.

B. Common Elements - The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments. Common walks, hallways, and other common areas shall not be obstructed, littered, defaced, or misused in any manner; and balconies, porches, terraces, and stairways shall be used only for the purpose intended, and they shall not be used for hanging garments, or other objects, or for cleaning of rugs or other household items.

C. Children - Two minor children under the age of eighteen (18) years shall be allowed to remain as permanent residents in the condominium without the prior written approval of the Board of Administrators.

D. Pets - One pet, under the weight of fifteen (15) pounds, at maturity, is permitted at any time without express approval of the Board.

E. Exterior - No curtain, blind, awning or glass, etc., shall be installed on any porch or balcony without the prior approval of the Board of Administrators. An owner shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of his apartment. The installation of any individually owned appliance and any addition to the exterior of the building, including, but not limited to, radio and television antennae, shall first require the approval of the Board of Administrators. Repairs to screening and screening supports shall be at the owner's expense, unless covered by Association insurance policy.

F. All apartments shall have the floors covered with wall-to-wall carpeting, except in bathrooms, kitchens, and utility rooms.

G. Alterations - No structural changes or alterations shall be made in any apartment without prior approval of the Board of Administrators, in writing, and the approval of the institutional first mortgagee of the first mortgage, if any, encumbering said unit, and no change shall be made which would adversely affect the structural soundness of the building in which said apartment is located.

H. Nuisances - No nuisance shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and the proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common

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elements which will increase the rate of insurance upon the condominium property.

I. Lawful Use - No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

J. Leasing - By the use of an approved lease, entire apartments may be rented provided the occupancy is only by the Lessee and his family, their servants and guests. No room may be rented except as a part of an apartment or to another apartment owner, and no lease will be permitted for less than one (1) month.

K. Taxes - Real estate taxes against any apartment and personal property taxes on the furnishings shall be paid separately by the owner when the same shall become due and payable.

L. Prohibited Vehicles - No campers, trailers, trucks, or recreational vehicles shall be parked or placed on the common elements.

M. Regulations - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time, by the Board of Administrators of the Association, provided, however, that all such regulations and amendments thereto shall be approved by not less than two-thirds (2/3) of the votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto, may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished to all apartment owners and residents of the condominium upon request.

N. Developer-Proviso - Provided, however, that until the developer has completed and sold all of the existing apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and the common areas as may facilitate such completion and sales including but not limited to, maintenance of a sales office, the showing of property and the display of signs.

I. AMENDMENTS

These By-Laws may be amended or supplemented by the vote of unit owners entitled to exercise sixty-seven per cent (67%) or more of the total voting power of the Association at a meeting of unit owners duly called and held for such purpose.

XII. CONFLICTS

These By-Laws are intended to comply with the requirements of and are promulgated pursuant to Chapter 718 of the Florida Statutes. If these By-Laws or any provisions hereof are so construed as to be in conflict with the Declaration of Condominium, or of the provisions of such statute, as the case may be, the latter shall control.

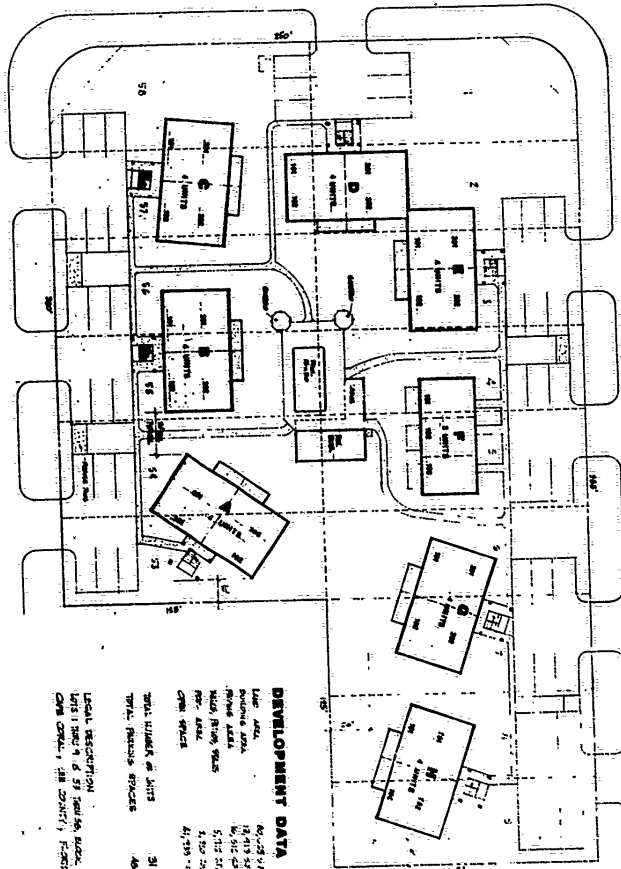
REF: 1748 PG 1767

DEVELOPMENT NOTE
THIS IS A NEW DEVELOPMENT. ALL INFORMATION
ON THIS PROPERTY AND THE ADJACENT SHALL BE
A PART OF THE RECORD DEVELOPMENT.

CHIRQUITA BOULEVARD

SW 51st STREET

SW 18th PLACE



DEVELOPMENT DATA

| | | |
|-----------------------|-----------|------------|
| Lot Area | 46,251.16 | 1.49 ACRES |
| Net Area | 18,413.24 | 11.7 |
| Prime Area | 16,912.04 | 20.5 |
| Units Bldg. 94-05 | 5,012.24 | 2.1 |
| PRV. AREA | 8,500.24 | 62.5 |
| CRV. SPACE | 41,251.16 | |
| TOTAL NUMBER OF UNITS | 31 | |
| TOTAL PARKING SPACES | 46 | |

LEGAL DESCRIPTION:
Lots 1, 2, 3, 4 & 5 of 59 Subdiv. Model 4457,
Cape Coral, 1st 20th St., F-2071A

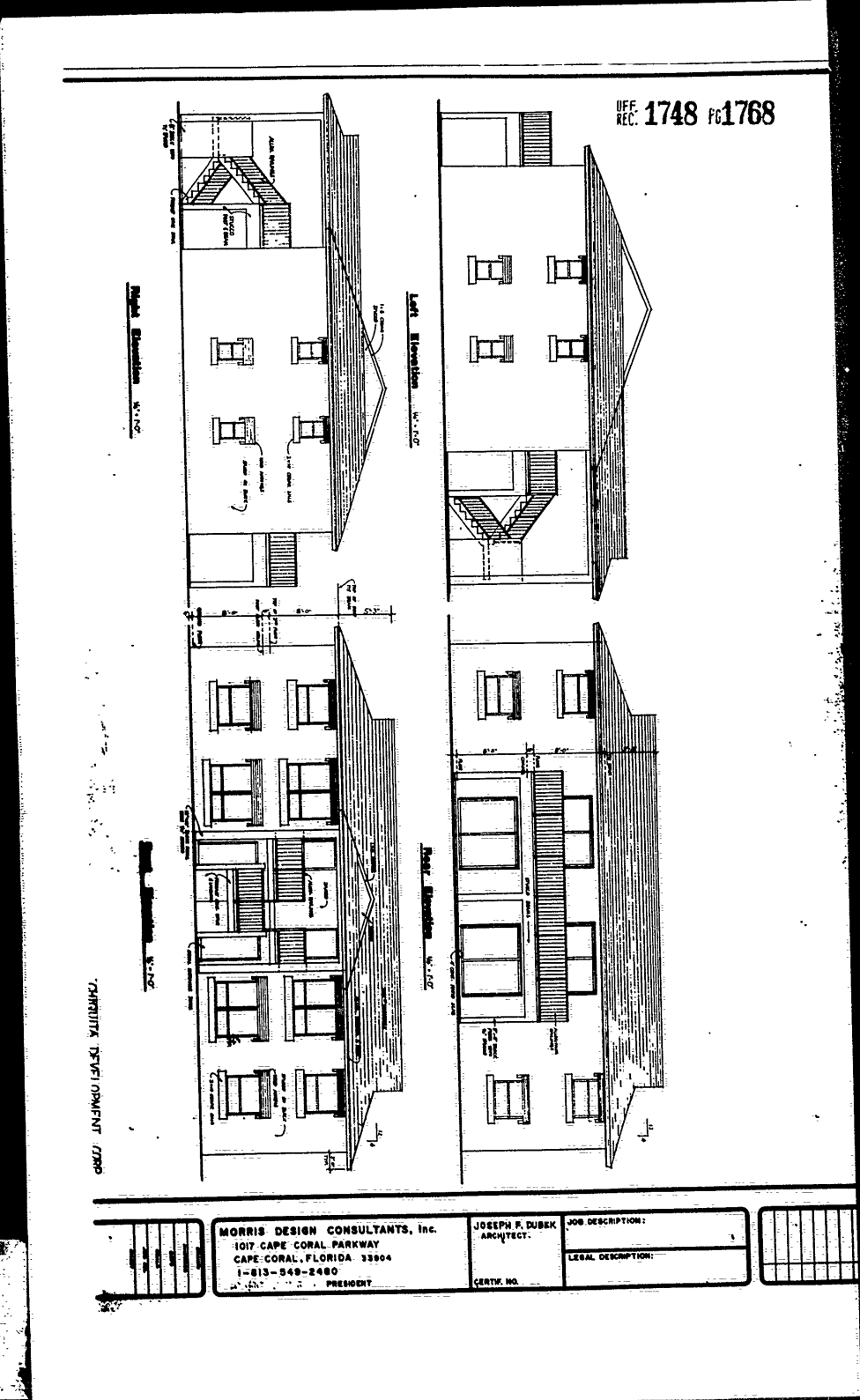
**PARKWAY VILLAGE
CONDOMINIUMS FOR
CHIRQUITA DEVELOPMENT CORP.**
Cape Coral, Florida
OWNER - JOSEPH F. NIESEK
ARCHITECT - MORRIS DESIGN CONSULTANTS

MORRIS DESIGN CONSULTANTS, Inc.
1017 CAPE CORAL PARKWAY
CAPE CORAL, FLORIDA 33904
1-813-549-2480
PRESIDENT

JOSEPH F. NIESEK
ARCHITECT,
CERTIF. NO. 8168

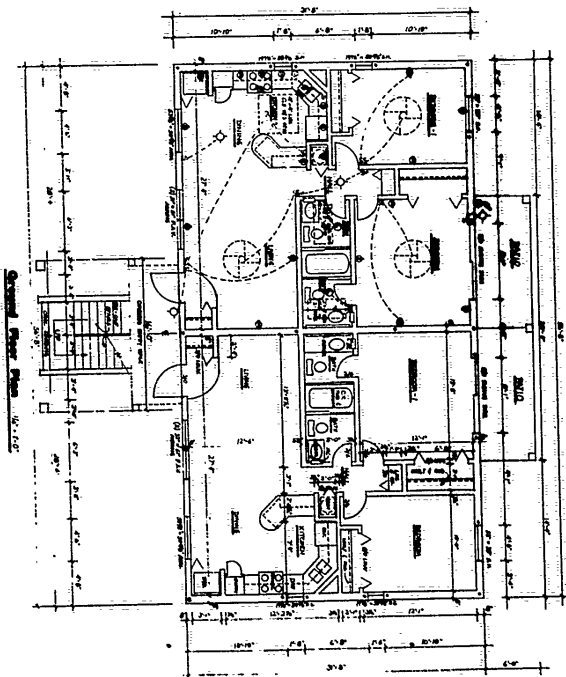
JOB DESCRIPTION:
PARKWAY VILLAGE
LEGAL DESCRIPTION:

1



OFF. REC. 1748 PG 1769

CHICQUITA DEVELOPMENT CORP.



| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

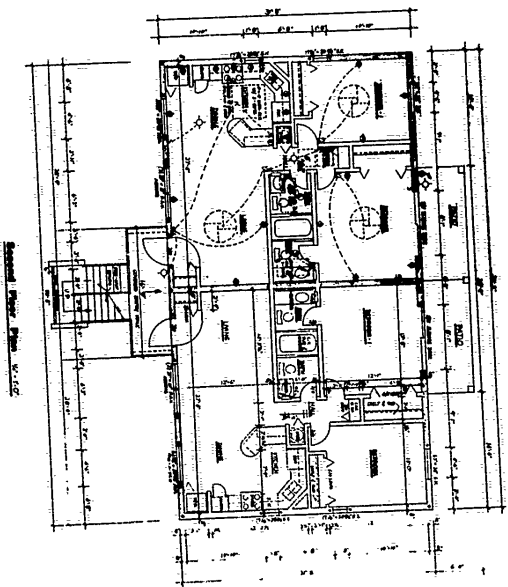
MORRIS DESIGN CONSULTANTS, Inc.
1017 CAPE CORAL PARKWAY
CAPE CORAL, FLORIDA 33904
1-813-549-2480
PRESIDENT

JOSEPH F. DUBEK
ARCHITECT
CERT. NO. 5185



JOB DESCRIPTION:
LEGAL DESCRIPTION:

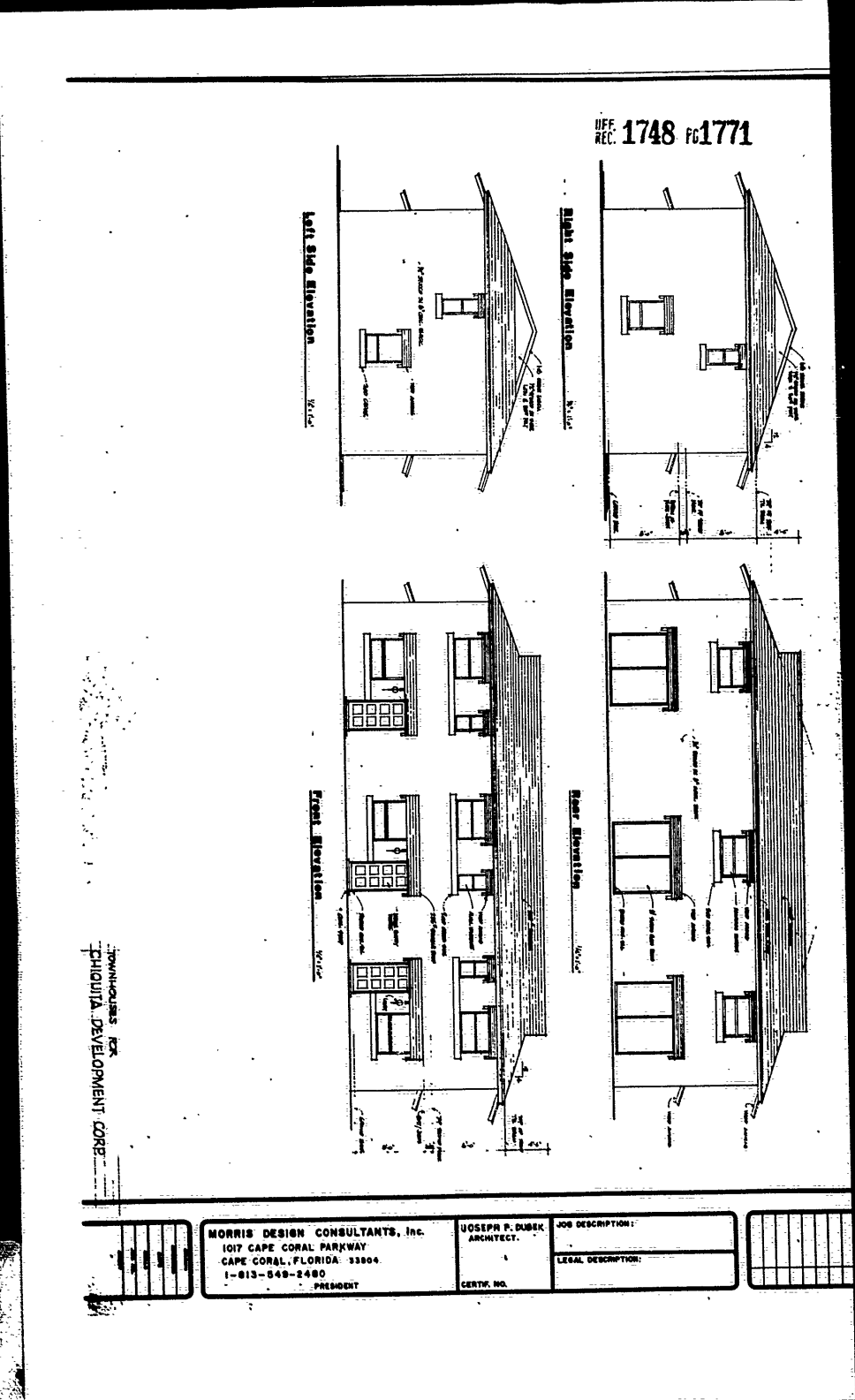
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

OFF. REC. 1748 PG 1770



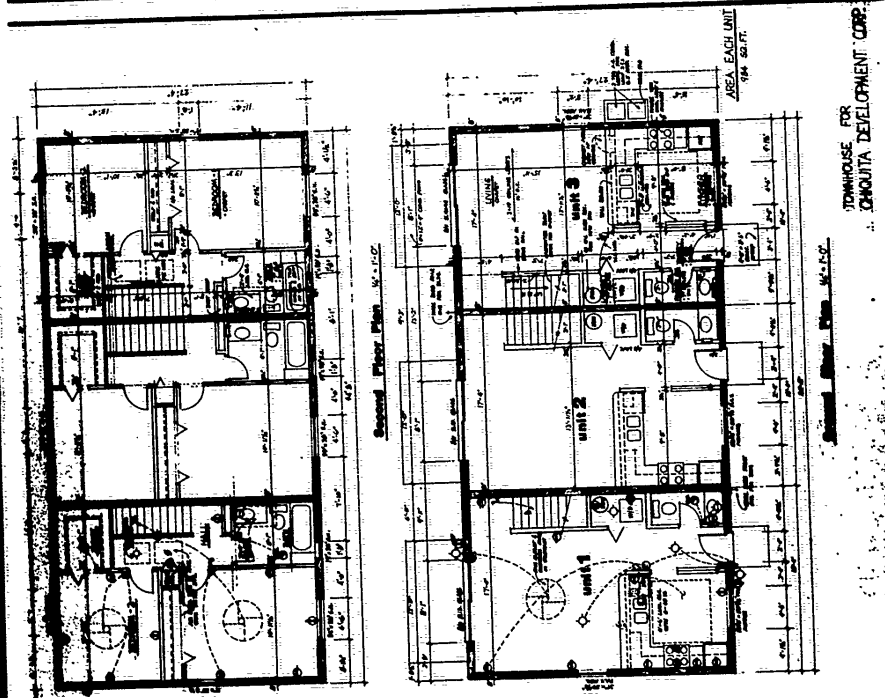
THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDING

| | | | | |
|---|--|--|--|--|
|  | MORRIS DESIGN CONSULTANTS, INC. 1017 CAPE CORAL PARKWAY CAPE CORAL, FLORIDA 33904 1-813-548-2480 PREPARED BY | JOSEPH F. DUBER ARCHITECT CERT. NO. 8188 | JOB DESCRIPTION: LEGAL DESCRIPTION: |  |
| | | | | |

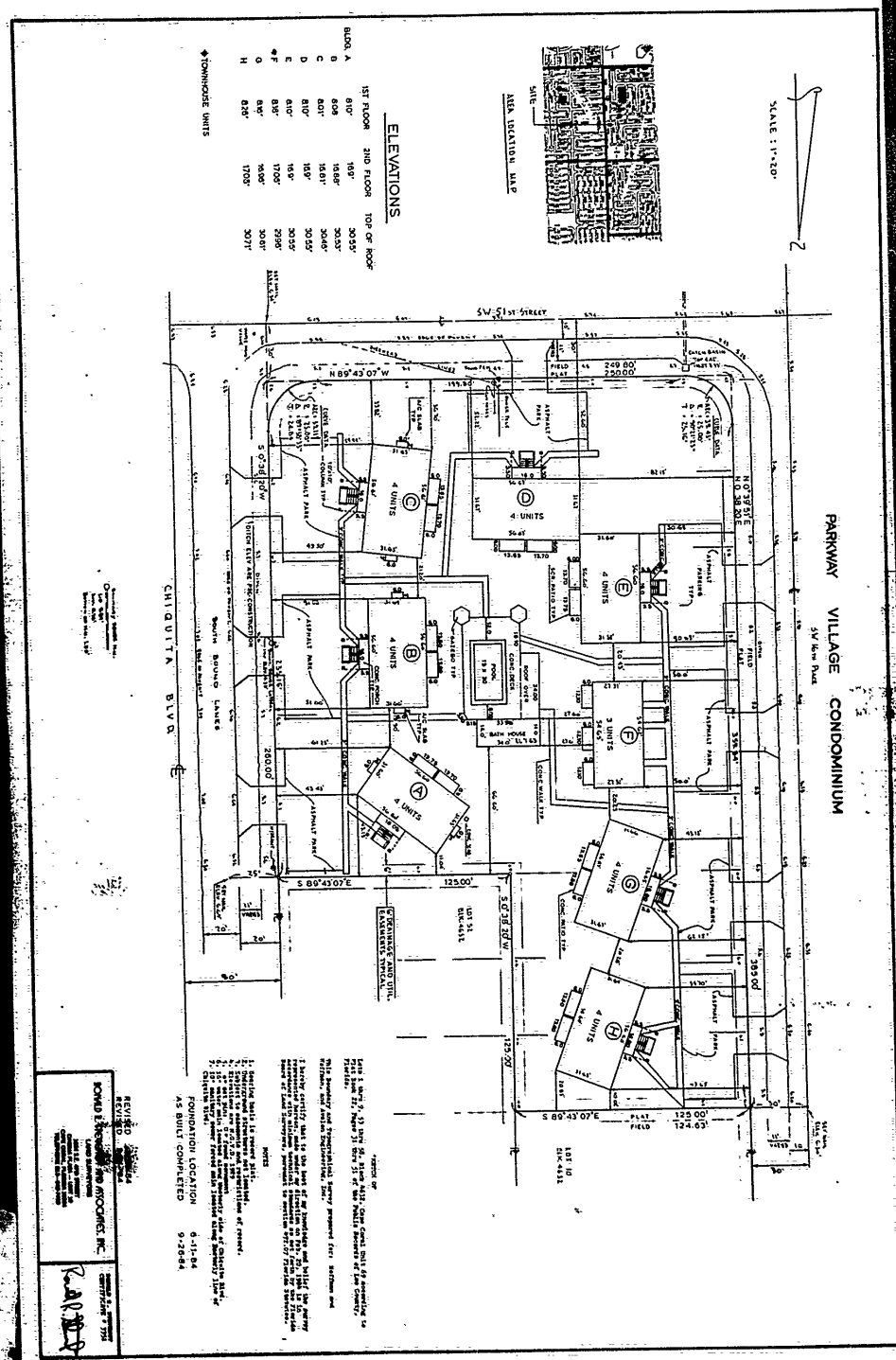


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|--|--|---|
| JOB DESCRIPTION: JOSEPH P. DUBAK ARCHITECT | | CERT. NO. 1-813-848-2480 PREPARED BY MORRIS DESIGN CONSULTANTS, INC. 1017 CAPE CORAL PARKWAY CAPE CORAL, FLORIDA 33904 |
| LEGAL DESCRIPTION: | | |



OFF. REC. 1748 FG1773



CONDOMINIUM
CERTIFICATE OF SURVEYOR

OFF REC. 1748 PG 1774

I, Ronald R. Stevenot as Surveyor authorized to practice in the State of Florida, hereby certify that I have examined the Declaration of Condominium of PARKWAY VILLAGE CONDOMINIUM, including a survey of the land, a graphic description of the improvements in which the condominium units are located, and a plot plan thereof, and I hereby certify that the construction of the improvements is substantially complete so that the aforesaid material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

SIGNED this 27 day of September, 1984 at
Lee County, Florida.

Ronald R. Stevenot
Registered Land Surveyor
Florida Certificate No. 3351

OFF. REC. 1748 Pg 1775

CONSENT OF MORTGAGE

THE UNDERSIGNED MORTGAGEE, the owner and holder of a mortgage upon the following lands in Lee County, Florida:

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, and Lots 53, 54, 55, 56, 57 and 58, Block 4632, Unit 69, CAPE CORAL SUBDIVISION, according to the plat thereof as recorded in Plat Book 22, Pages 32 through 51 inclusive, in the Public Records of Lee County, Florida.

which mortgage is dated the 30th day of May, 1984 and recorded in Official Record Book 1728, Page 4324, in the Public Records of Lee County, Florida, hereby consents to the foregoing Declaration of Condominium and the mortgagee agrees that the lien of its mortgage shall be upon all of the apartments of the condominium according to the Declaration thereof, together with all the appurtenances to the apartments, including, but not limited to, all of the undivided shares in the common elements, insofar as the above set-out legal description is concerned.

DATED: 9-27-84

Signed, sealed and delivered
in the presence of:

Mary C. Green
Lu B. Matthews

SOUTHEAST BANK, N.A.

BY: Norma M. Eveland
NORMA M. EVELAND, Assistant
Vice President

SEP 28 8 41 AM '84

STATE OF FLORIDA)
COUNTY OF LEE)

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
CLERK OF CIRCUIT COURT
John F. Kurt
Clerk ad interim

BEFORE ME, personally appeared NORMA M. EVELAND, as Assistant Vice President, of SOUTHEAST BANK, N.A., to me known and known to me to be the individual described in and who executed the foregoing instrument as Assistant Vice President of SOUTHEAST BANK, N.A., a corporation organized under the laws of the State of Florida and acknowledged to and before me that she executed such instrument as such Assistant Vice President of SOUTHEAST BANK, N.A., and that the seal affixed to the foregoing instrument is the seal of said corporation and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 27th day of September, 1984.

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INS. UND.
MY COMMISSION EXPIRES SEPT. 10, 1985

Luella B. Matthews
NOTARY PUBLIC
(Official Seal)

PREPARED:

Lisa L. Drasites
Drasites, Miller & Drasites
8 Del Prado Blvd., Suite F
Cape Coral, Florida 33904