

Re: **STEPHEN D MCCANN**  
5811 PELICAN BAY BLVD #210  
NAPLES FL 34108

**PREPARED BY:**  
**RETURN TO:**  
**STEPHEN D. MCCANN, P.A.**  
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Suite 210  
Naples, Florida 34108

**DECLARATION OF CONDOMINIUM  
OF  
CRESTVIEW CONDOMINIUM AT HERITAGE GREENS**

HERITAGE GREENS CONSTRUCTION LIMITED PARTNERSHIP, a Delaware limited partnership ("Developer"), as owner in fee simple of the "Land" (as hereinafter defined), hereby makes this Declaration of Condominium of Crestview Condominium at Heritage Greens ("Declaration") to be recorded amongst the Public Records of Collier County, Florida ("County"), where the Land is located and states and declares:

**1. SUBMISSION STATEMENT**

The Developer is the owner of record of the "Condominium Property" (as hereinafter defined) and does hereby submit the same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County ("Act"). This is a "Phase Condominium" as contemplated by Section 718.403 of the Act. The plan for the creation of the twenty (20) "Phases" (as hereinafter defined) of Crestview Condominium at Heritage Greens is set forth in Article 8 hereof.

**2. NAME**

The name by which the condominium created hereby ("Condominium") and the Condominium Property are to be identified is:

**CRESTVIEW CONDOMINIUM AT HERITAGE GREENS**

**3. LAND**

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership is attached hereto and made a part hereof as Exhibit A ("Phase I Land"). The Condominium Property shall also include the land in additional "Phases" II through XX (as hereinafter defined) if, as and when added to the Condominium pursuant to this Declaration in accordance with Articles 5 and 8 hereof.

#### 4. DEFINITIONS

The terms contained in this Declaration shall have the meanings given such terms in the Act and for clarification the following terms have the following meanings:

4.1. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

4.2. "Articles" mean the Articles of Incorporation of the Association, attached hereto as Exhibit B and incorporated herein by reference, and any amendments thereto.

4.3. "Assessments" mean the assessments for which all Owners are obligated to the Association and include:

4.3.1. "Annual Assessment" which includes, but is not limited to, each Owner's annual share of funds required for the payment of Common Expenses as determined in accordance with this Declaration; and

4.3.2. "Special Assessments" include any Assessments levied by the Board in addition to the Annual Assessment.

4.4. "Association" means Crestview Condominium at Heritage Greens Association, Inc., a Florida corporation not for profit, organized to administer the Condominium.

4.5. "Board" means the Board of Directors of the Association.

4.6. "Building" means a residential building constructed upon the Land.

4.7. "Bylaws" means the Bylaws of the Association attached hereto as Exhibit C and incorporated herein by reference and any amendments thereto.

4.8. "Common Elements" mean:

4.8.1. The Condominium Property, other than the Units;

4.8.2. Easements through Units for conduit ducts, plumbing, wiring, and other facilities for furnishing of utility services to Units and the balance of the Condominium Property;

4.8.3. An easement of support in every portion of a Unit which contributes to the support of a Building submitted to condominium ownership as part of the Condominium;

4.8.4. Property and installations required for the furnishing of utility services and other services for more than one Unit, a Unit other than the Unit containing the installation or the portion of the Condominium Property not included in the Units; and

4.8.5. The Land.

4.9. "Common Expenses" mean expenses for which the Owners are liable to the Association as defined in the Act and as described in Article 21 hereof and elsewhere in the Condominium Documents and include, but are not limited to:

4.9.1. The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, costs of fire and extended coverage insurance on the Condominium Property;

4.9.2. The Association's share of the Crestview Recreation Area Expenses; and

4.9.3. Any other expenses designated, not inconsistent with the Act, as Common Expenses from time to time by the Board.

4.10. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium (including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements) over the Common Expenses.

4.11. "Community Association" means Heritage Greens Community Association, Inc., a Florida corporation not for profit, organized to administer Heritage Greens and having among its members all owners of single family lots, villas and condominium units in Heritage Greens, including the Owners of Units in the Condominium.

4.12. "Community Association Articles" mean the Articles of Incorporation of the Community Association attached as Exhibit C to the Covenants and any amendments to said Articles of Incorporation.

4.13. "Community Association Bylaws" mean the Bylaws of the Community Association attached as Exhibit D to the Covenants and any amendments to said Bylaws.

4.14. "Community Association Property" means the "Common Areas" (as such term is defined in the Covenants) and includes those portions of Heritage Greens which are owned by the Community Association as more particularly set forth in the Covenants.

4.15. "Condominium" means the Land and improvements thereon which are submitted to condominium ownership pursuant to this Declaration as the same may be amended from time to time.

4.16. "Condominium Documents" mean in the aggregate this Declaration, the Articles, Bylaws, Covenants, the Community Association Articles, the Community Association Bylaws, any rules and regulations

promulgated by the Association or the Community Association and all of the instruments and documents referred to therein and executed in connection with this Condominium and any amendments to any such documents.

4.17. "Condominium Property" means the Land and all improvements thereon, including, but not limited to, the Units and the Common Elements submitted to condominium ownership pursuant to this Declaration as same may be amended from time to time and all easements and rights appurtenant thereto intended for use in connection with this Condominium. The term Condominium Property shall not include any telecommunication lines and equipment owned by a utility and/or telecommunications firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon the Developer and/or the Association and/or the Community Association to provide utility and/or telecommunication service and/or equipment nor shall Condominium Property include telecommunications equipment, if any, owned by Developer, the title to which is hereby specifically reserved unto Developer. Notwithstanding anything contained herein to the contrary, none of an additional Phase is included in the term Land or Condominium Property until such additional Phase is submitted to condominium ownership pursuant to the provisions of this Declaration by an amendment hereto.

4.18. "Covenants" means the Declaration of Covenants, Restrictions and Conditions for Heritage Greens recorded in Official Records Book 2337, Page 619 of the Public Records of the County and all further amendments thereto.

4.19. "Crestview Recreation Area" means Tract X of the Plat, which is located at the northeast corner of Crestview Way and Avian Court, and the improvements and personal property located thereon.

4.20. "Crestview Recreation Area Expenses" means the expenses for the operation, maintenance, repair or replacement of the Crestview Recreation Area, including but not limited to taxes and insurance incurred by the Crestview Villas at Heritage Greens Association, Inc., a Florida corporation not for profit, organized to administer Crestview Villas at Heritage Greens and the Crestview Recreation Area. Crestview Recreation Area Expenses shall not include reserves for capital expenditure and/or deferred maintenance.

4.21. "County" means Collier County, Florida.

4.22. "Declaration" means this document and any amendments hereto.



4.23. "Developer" means Heritage Greens Construction Limited Partnership, a Delaware limited partnership, its grantees, successors and assigns. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of the Developer or of the rights of the Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by the Developer.

4.24. "District" means the Heritage Greens Community Development District, a local unit of special purpose government established under the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as Amended.

4.25. "Heritage Greens" means the name given to the Planned Unit Development in which the Condominium is located and which is more particularly described in the Covenants.

4.26. "Institutional Lender" means and refers to the owner and holder of a mortgage encumbering any Unit, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company or any subsidiary thereof or a national banking association chartered under the laws of the United States of America or any secondary mortgage market institution including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, the successors and assigns of such lenders, which have loaned money to Developer and which hold a mortgage upon any portion of the Land securing such a loan; any pension or profit sharing funds qualified under the Internal Revenue Code; or the Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development or other lenders generally recognized in the community as an institutional lender; or Developer.

4.27. "Interest" means interest at the highest nonusurious rate allowed by law, or if no such rate is specified, at eighteen percent (18%) per annum.

4.28. "Land" means the Phase I Land and shall also include the land within an additional Phase, if as and when such additional Phase is added to the Condominium pursuant to an amendment to this Declaration in accordance with Articles 5 and 8 hereof.

4.29. "Legal Fees" mean reasonable fees and any sales or use tax due thereon for attorney and paralegal services incurred in connection with (a) negotiation and preparation for litigation through and including all trial and appellate levels and post-judgment proceedings and whether or not action is instituted; and/or (b) collection of past due Assessments including, but not limited to, the preparation of notices and liens.

4.30. "Limited Common Elements" mean those Common Elements which are reserved for the exclusive use of a certain Unit to the exclusion of other Units, as more particularly set forth in Article 31 hereof.

4.31. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering Unit(s) of which the Association has been notified in writing.

4.32. "Owner" means unit owner, as defined in the Act, and is the owner of a Unit.

4.33. "Phase" means certain land and improvements which may become a portion of the Condominium as more particularly described in Article 8 hereof as contemplated by Section 718.403 of the Act.

4.34. "Phase I" means the Phase I Land and any improvements thereon and constitutes the initial Phase of the Condominium.

4.35. "Phase I Land" means the land included in the Condominium Property which is submitted to condominium ownership pursuant to this Declaration as more particularly described on Exhibit A attached hereto and made a part hereof.

4.36. "Plat" means the Plat of Heritage Greens recorded in Plat Book 28, Pages 78-94 of the Public Records of the County.

4.37. "PUD Ordinance" means County Ordinance 96-55 which provides for the Heritage Greens Planned Unit Development and any amendments to such Ordinance.

4.38. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.

4.39. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to cast the vote on behalf of a Unit owned by more than one (1) owner or by any entity.

4.40. "Voting Interest" means "voting interest" as defined in the Act and is the voting right distributed to a member of the Association, pursuant to Article 7 of this Declaration.

##### 5. DESCRIPTION OF IMPROVEMENTS IN PHASES I THROUGH XX

###### 5.1. Improvements in Phase I

5.1.1. The Phase I Land and improvements being submitted to condominium ownership pursuant to this Declaration are described on the "Phase I Survey" (as hereinafter defined). The improvements intended to be constructed on the Phase I Land include one (1) Building ("Building 1") containing, in addition to the Common Elements therein, four (4) Units. Each Unit within Building 1 shall be identified and designated by a two (2) digit Arabic numeral ("13") and the letter A, B, C or D (i.e., 13A, 13B, 13C and 13D) with no Unit bearing the same designation as any other Unit in the Condominium. The types of Units in Phase I are subject to variation as more particularly described in Paragraphs 5.3, 5.4 and 5.5 hereof.

5.1.2. A description of the Units in Phase I is attached hereto as Exhibit D and made a part hereof. Developer will not supply any personal property with Phase I. Annexed hereto as Exhibit E-I and made a part hereof is a plot plan of the Phase I Land, a survey thereof and a graphic description of the improvements on the Phase I Land, collectively hereinafter referred to as the "Phase I Survey," which Phase I Survey identifies, among other things, the Common Elements and each Unit and shows accurate representations of their relative locations and approximate dimensions. Attached to the Phase I Survey and made a part thereof is a certificate prepared and signed in accordance with the requirements of Section 718.104(4)(e) of the Act. Completed Units within Phase I may be conveyed, notwithstanding that other Units in Phase I are not substantially completed.

###### 5.2. The Improvements in Phases II through XX

The Developer is developing the Condominium as a Phase Condominium as provided for by Section 718.403 of the Act. In addition to the Phase I Land being submitted to condominium ownership pursuant to this Declaration, the Developer contemplates that certain other real property and improvements may, by amendment hereto, be added to the Condominium as additional Phases II through XX (as hereinafter more particularly described). Notwithstanding the numerical sequence of the Phases or any inference that can be drawn therefrom, Developer hereby reserves the right to add Phases subsequent to Phase I to the Condominium in any sequence.

If additional Phases are added to the Condominium, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon and the easements and rights appurtenant thereto which are submitted to condominium ownership as such additional Phase or Phases. However, Developer hereby reserves the right to alter the architectural design of any and all Units, Buildings, Common Elements or landscaping of such additional Phase or Phases. The quality of construction of the improvements in each of the Phases added to the Condominium shall be consistent with the quality of construction of the improvements in the Phases previously included in the Condominium.

The types of Units in additional Phases are subject to variation as more particularly described in Paragraphs 5.3, 5.4 and 5.5 hereof. Developer hereby reserves the right to alter the architectural design of any and all Units, Buildings, Common Elements or landscaping in additional Phases.

Completed Units within additional Phases may be conveyed, notwithstanding that other Units in such Phase are not substantially completed.

5.2.1. An additional Phase, if added to this Condominium by an amendment to this Declaration, shall consist of the real property more particularly described in the plot plan and survey for each such Phase included as a correspondingly numbered part of Exhibit E attached hereto and made a part hereof (e.g., the plot plan and survey for Phase II is attached hereto as Exhibit E-II; for Phase III, Exhibit E-III; for Phase IV, Exhibit E-IV, etc.). The improvements within each such Phase shall include one (1) Building, which shall contain four (4) Units.

5.2.2. There shall be attached to an amendment hereto adding an additional Phase to this Condominium, a Plot Plan, Survey and Graphic Description of Improvements ("Survey") for such Phase. Each Unit in any such Phase will be identified by a two (2) digit Arabic numeral and the letter A, B, C, or D (e.g., 14A, 14B, 14C and 14D for Phase II) as shown on the Plot Plan, Survey and Graphic Description of Improvements for such Phase. For example, Unit 14A is how a particular Unit is designated. No Unit designated in the manner set forth above will have the same designation as any other Unit. Developer shall provide no items of personal property for the Common Elements within these Phases. If these Phases are added to the Condominium by recording an amendment hereto, they will be added no later than seven (7) years from the date of recording this

Declaration amongst the Public Records of the County.

### 5.3. Developer's Right to Change Descriptions

The descriptions relating to Phases in this Article 5 or Article 8 hereof or Exhibits hereto, including, but not limited to, legal, graphic, numerical, narrative and the like, are approximations. Developer reserves the right to change such descriptions as to a Phase and the location (including but not limited to the elevation) of the Buildings, or Common Elements and other improvements shown on the applicable plot plan and survey (i.e. the Plot Plan and Survey for Phases II through XX attached as Exhibits E-II through E-XX hereto) and to change the Unit type, the Building type, or Common Elements in a Phase to the extent described herein by recording an amendment hereto, including the amendment adding such Phase to the Condominium, until such time as Developer conveys a Unit in such Phase to an Owner. Such an amendment shall not require the execution thereof by Owners other than Developer or the execution thereof by the Association, an Institutional Lender or any other person(s) or entity unless:

- (i) Developer changes the proportion by which an Owner other than Developer shares Common Expenses and the Common Surplus as defined in the Act or owns the Common Elements (other than as contemplated herein in connection with adding a Phase to this Condominium), in which event such Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed and the Institutional Lender of record holding a mortgage on the affected Unit must consent in writing thereto; or
- (ii) such change materially and adversely affects an Owner as determined by the Developer, in its reasonable discretion, in which event such Owner and the Institutional Lender of record holding the mortgage on the affected Unit must consent thereto in writing or such amendment must be adopted in accordance with Article 27 hereof.

Developer may make nonmaterial changes in the legal description of a Phase.

### 5.4. Minimum and Maximum Number of Units in Each Phase

Developer plans to include four (4) Units in each Phase, which is the minimum and maximum number of Units in each Phase.

#### 5.5. Size of Units

The general size of each Unit to be included in each Phase will be as set forth on Exhibit D attached hereto and made a part hereof.

### 6. UNDIVIDED SHARES IN COMMON ELEMENTS

#### 6.1. Appurtenance

6.1.1. Ownership of the Common Elements and Membership in the Association

Each Unit shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements based on a fractional formula, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units contained in the Condominium.

#### 6.1.2. Right to Use Common Elements

Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements in accordance with the Condominium Documents and subject to any limitations set forth in such Condominium Documents.

#### 6.2. Share of Common Expenses and Common Surplus

The Common Expenses shall be shared and the Common Surplus shall be owned by the Owners in the same proportions as their share of ownership of the Common Elements.

### 7. VOTING INTERESTS

#### 7.1. Voting Interest

The Owner or Owners, collectively, of the fee simple title of record for each Unit shall have the right to one (1) vote per Unit in the Association as to the matters on which a vote by the Owners is taken as provided in the Condominium Documents and the Act.

#### 7.2. Voting By Corporation or Multiple Owners

The Voting Interest of the Owners of any Unit owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the person named in a Voting Certificate ("Voting Member") signed by all of the Owners of such Unit or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Unit and filed with the Secretary of the Association. In the alternative, subject to the limitations set forth in Section 3.9 of the Bylaws, a proxy as to a particular meeting may be executed in the same manner as the Voting Certificate. If neither a proxy nor a Voting

Certificate is on file, the Voting Interest associated with a Unit where the designation of a Voting Member or execution of a proxy is required shall not be considered in determining the requirement for a quorum or for any other purpose, except for election of members of the Board when the appropriate parties sign the outer envelope containing the inner envelope which contains the ballot for the election of members of the Board.

### 7.3. Ownership by Husband and Wife

Notwithstanding the provisions of Paragraph 7.2 above, whenever any Unit is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate or proxy designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote (but shall not be applicable to the election of members of the Board):

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Unit owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.
- (ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose.
- (iii) Where neither spouse is present, the person designated in a proxy (subject to the limitations set forth in Section 3.9 of the Bylaws) signed by either spouse may exercise the Voting Interest of the Unit, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Unit

shall not be considered in determining the requirement for a quorum or for any other purpose.

#### 8. PHASE DEVELOPMENT

##### 8.1. Plan of Phase Development

Developer is developing the Condominium as a phase condominium as provided in Section 718.403 of the Act as more specifically set forth in this Article 8. The Phase I Land and improvements thereon, as described on the Phase I Survey, constitute the initial phase of the Condominium. Developer anticipates that the land in each additional Phase (Phases II through XX) and any improvements now or hereafter located thereon may become part of this Condominium by recordation of an amendment ("Amendment") to this Declaration. The Amendment shall be executed by Developer alone as provided in Section 718.403(6) of the Act and shall be recorded amongst the Public Records of the County. Attached to the Amendment shall be the Survey for the Phase being added, to which there shall be attached a certificate prepared and signed in accordance with Section 718.104(4)(e) of the Act. If and when an additional Phase is added to the Condominium, the Condominium Property shall be enlarged and expanded so as to encompass and include the land in the additional Phase, the improvements thereon including the Units, the Common Elements and all easements and rights appurtenant thereto which are submitted to condominium ownership as part of such additional Phase.

8.1.1. The Common Elements shown on the Phase I Survey and included in Phase I will be owned by all Owners in all Phases submitted to condominium ownership pursuant to this Declaration or an Amendment hereto, if any.

8.1.2. If an additional Phase is not added as part of the Condominium by the recording of an Amendment to this Declaration, no portion of such Phase shall become a part of the Condominium.

8.1.3. If an additional Phase is added to the Condominium, then all of the Common Elements constituting a portion of such Phase shall become a part of the Condominium, with such Common Elements being owned by all Owners in all Phases of the Condominium and each Unit shall have one (1) vote in the Association all in accordance with Paragraph 6.1.1 hereof.

8.1.4 If an additional Phase is added to the Condominium, such additional Phase will be added to the Condominium no later than seven (7) years from the date of recording this Declaration amongst the Public Records of the County.



8.2. Phase I Only

If only Phase I is submitted to condominium ownership pursuant to this Declaration, there will be four (4) Units.

8.3. Phases I through XX

If Phases I through XX are submitted to condominium ownership pursuant to this Declaration and amendments hereto, there will be a total of eighty (80) Units.

8.4. Right of Developer to Add or Not Add an Additional Phase

Developer reserves the absolute right, in its sole discretion, to decide whether or not to add an additional Phase as part of the Condominium. Therefore, notwithstanding anything contained in this Declaration to the contrary, no portion of an additional Phase shall be affected or encumbered by this Declaration other than by Paragraph 12.3 hereof unless and until such Phase is added to the Condominium by the filing of an Amendment to this Declaration amongst the Public Records of the County. Notwithstanding that the foregoing portion of this Paragraph 8.4 is self-operative, in the event that Developer decides not to add an additional Phase to the Condominium, there shall be filed amongst the Public Records of the County, a statement that Developer has decided not to add such Phase to the Condominium ("Phase Withdrawal Statement"). The effect of filing a Phase Withdrawal Statement shall be that such Phase shall not be submitted to condominium ownership as part of the Condominium.

8.5. No Time Share Estates

No time share estates will be created with respect to any Unit of the Condominium.

9. PLAN OF DEVELOPMENT FOR AN ADDITIONAL PHASE IF NOT ADDED TO THE CONDOMINIUM

9.1. If the Developer does not add a Phase as part of the Condominium and the Developer files a Phase Withdrawal Statement for such Phase, then any condominium on such Phase, unless otherwise determined by Developer, shall be administered by the Association in accordance with the declaration of condominium for such condominium and the Articles and Bylaws of the Association.

9.2. Notwithstanding anything contained herein to the contrary, in the event Developer records a Phase Withdrawal Statement amongst the Public Records of the County, then Developer shall have all rights permissible by law with respect to the ownership and development of such Phase. The Developer, its grantees or assigns, hereby reserves the right

to use the name "Crestview Condominium at Heritage Greens" as part of the designation of such development, and further the Developer may retain, transfer, convey or assign the easements and/or easement rights reserved under Paragraph 12.4 of this Declaration in connection with such development.

#### 10. ASSOCIATION

##### 10.1. Purpose of Association

The Association shall be the condominium association responsible for the operation of the Condominium. Each Owner shall be a member of the Association as provided in the Condominium Documents. Copies of the Articles and Bylaws of the Association are attached hereto and made a part hereof as Exhibits B and C, respectively. If all or a portion of a Phase is submitted to condominium ownership as a separate condominium, then the Association shall also be responsible for administering such condominium unless determined otherwise by the Developer. The Association is a "Neighborhood Association" administering a "Neighborhood" as such terms are defined in the Covenants.

##### 10.2. Member Approval of Certain Association Actions

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Owners prior to the payment of or contracting for legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (i) the collection of Assessments;
- (ii) the collection of other charges which Owners are obligated to pay pursuant to the Condominium Documents;
- (iii) the enforcement of the use and occupancy restrictions contained in the Condominium Documents;
- (iv) the enforcement of any restrictions on the sale, lease and other transfer of Units contained in the Condominium Documents;
- (v) in an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Owners; or
- (vi) filing a compulsory counterclaim.

10.3. Prior to the turnover of control of the Association to Owners other than Developer, the Association shall not enter into contracts

in which the Association is bound unless the Association has a right to terminate such contract, without cause, and such right is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party. The Association shall also not enter into any contract having a term in excess of three (3) years. However, the provisions of this Paragraph 10.3 shall not apply to the Grant of Easement and Easement Agreement described in Article 32 hereof.

#### 11. MEMBERSHIP AND VOTING RIGHTS IN THE COMMUNITY ASSOCIATION

##### 11.1. The Community Association and the Covenants

The Community Association operates and administers Heritage Greens as more particularly set forth in the Covenants, the Community Association Articles and the Community Association Bylaws.

The Covenants set forth the manner in which the members of the Community Association, their family members, guests, invitees or lessees may use and enjoy the Community Association Property.

##### 11.2. Membership and Voting Rights

Every member of the Association shall also be a member of the Community Association.

When the membership of the Community Association votes, one (1) vote may be cast for each Unit as provided in the Covenants, the Community Association Articles and the Community Association Bylaws.

#### 12. EASEMENTS

##### 12.1. Perpetual Nonexclusive Easement to Public Ways

The walks and other rights-of-way in this Condominium or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to Crestview Way which easement is hereby created in favor of all the Owners and their lessees and for the use of the family members, guests or invitees of such Owners and lessees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public utilities including, but not limited to, telephone and electricity and other utilities authorized by Developer to service the Condominium Property; and such other persons as Developer may from time to time designate for performing authorized services. The foregoing easement which provides access to public ways, including

dedicated streets, is intended to comply with Section 718.104(4)(m) of the Act.

#### 12.2. Easements and Cross-Easements on Common Elements

The Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, drainage retention areas, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the purposes described in Section 12.1 hereof and this Section 12.2 and similar purposes as it deems to be in the best interests of and necessary and proper for the Condominium and the balance of Heritage Greens. Developer also reserves unto itself, its designees and nominees, and hereby grants to the Association, the right to impose upon the Common Elements henceforth and from time to time such conservation easements as it deems to be in the best interests of and necessary and proper for the Condominium and the balance of Heritage Greens.

#### 12.3. Easements for Encroachments

##### 12.3.1. Settlement or Movement of Improvements

All of the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon such area or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements. In addition, each Phase, until added to the Condominium, shall be subject to easements for encroachment, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in building or rebuilding such improvements. Such easements shall be for the encroaching improvements and the reasonable use, maintenance and repair of same. Such easement shall be an appurtenance to and a covenant running

with the respective Unit and/or other improvement in whose favor such easement exists.

#### 12.3.2. Term of Encroachment Easements

The above easements for encroachments shall continue until such encroachments no longer exist.

#### 12.4. Nonexclusive Easements over the Condominium for Additional Phases

Unless and until an additional Phase is added to the Condominium pursuant to an Amendment, Developer also reserves the right to impose and hereby imposes upon the Common Elements of the Condominium in favor of such additional Phase a nonexclusive easement for the installation, maintenance, construction and repair of the facilities including, but not limited to, electric power, telephone, sewer, water, gas, drainage, drainage retention areas, irrigation, lighting, television transmission, other improvements, security, garbage and waste removal and the like. Developer specifically reserves the right to tie into any existing utilities or other facilities located within the Condominium necessary for providing the foregoing utilities and services to an additional Phase. Developer may execute and record amongst the Public Records of the County such easements, if any, as Developer, in its sole discretion, determines to be necessary to impose the easements referred to in this Paragraph.

#### 12.5. Additional Easements

The Condominium Property is also subject to all easements affecting the Condominium Property recorded in the Public Records of the County, including but not limited to easements shown on the Plat and easements created by the Covenants. The easements shown on the Plat are also shown on the Phase I Survey attached as Exhibit E-1 hereto and will be shown on the Phase Surveys attached to Amendments, if any, adding additional Phases to the Condominium. The easements created by the Covenants affecting the Condominium Property include but are not limited to easements for utilities and easements in favor of golfers using the golf course adjacent to the Condominium, to permit every act necessary, incidental or appropriate to playing golf including but not limited to the flight of golf balls over the Condominium Property and the retrieval of errant golf balls from the Condominium Property.

### 13. INSURANCE PROVISIONS

#### 13.1. Public Liability Insurance

##### 13.1.1. Owner

Each Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit and, if the Owner so determines, for supplementing any insurance purchased by the Association.

##### 13.1.2. Association

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant policies in such amounts as the Board may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in the Condominium excluding the Units; provided, however, that such policy or policies shall have limits of not less than One Million Dollars (\$1,000,000) covering all claims for personal injury and for property damage arising out of a single occurrence. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements other than the Units within the Condominium, water damage, liability for hazards related to usage and liability for property of others, hired automobile, non-owned automobile and off-premises employee coverage and such other risks as are customarily covered with respect to developments similar to the Condominium in construction, location and use. All such policies shall name the Association as the insured under such policy or policies. The original or a true copy of each policy shall be kept in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, the Developer or any other Owners or deny the claim of either the Developer or the Association because of the negligent acts of the other or the negligent acts of an Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Owners as a group to an Owner.

##### 13.2. Fidelity Bonding

Fidelity bonding to protect against dishonest acts of all persons who control or disburse funds of the Association as set forth in the Act,

in the principal sum of not less than the amount required by the Act for each such person shall be maintained. Such fidelity bonds shall name the Association as an obligee. Such fidelity bonds shall also meet the following requirements unless one or more of such requirements are waived in writing by all Listed Mortgagees:

- (i) such bonds shall be written in an amount not less than one-quarter of the Annual Assessment for all Units plus reserve funds, provided such coverage is reasonably obtainable; and
- (ii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

### 13.3. Casualty Insurance

#### 13.3.1. Owner Casualty Insurance

Each Owner shall be responsible for the purchase of hazard insurance and flood insurance for all of his personal property and also for other items in his Unit which are not covered by the Association's insurance policy, including but not limited to, electrical fixtures, appliances, air conditioning or heating equipment, water heaters, built-in cabinets and wall, floor and ceiling coverings.

#### 13.3.2. Hazard Insurance

The Association shall obtain casualty insurance with such coverage in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements within the Condominium, including any personal property owned by the Association, but excluding the items mentioned in Paragraph 13.3.1 hereof, in and for the interests of the Association, all Owners and their Institutional Lenders, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. The Association shall purchase insurance for each Building now located or which may hereafter be located, built or placed within the Condominium in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The

casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location and use.

#### 13.3.3. Association Flood Insurance

If determined appropriate by the Board or if required by any Institutional Lender, the Association shall obtain a master or blanket policy of flood insurance covering all insurable property and improvements in the Condominium except for the items mentioned in Paragraph 13.3.1 hereof, if available, under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, or from such other insurer as the Board selects and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available or one hundred percent (100%) of the current replacement cost of all Buildings and other insurable property located in the flood hazard area or such other amount as determined by the Board.

#### 13.3.4. Form of Policy and Insurance Trustee

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within the Condominium operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Common Expenses. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Lender holding the highest dollar indebtedness encumbering Units within the Condominium ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time



to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Units within the Condominium, to approve:

- (i) the form of the insurance policies;
- (ii) the amounts thereof;
- (iii) the company or companies which shall be the insurers under such policies;
- (iv) the insurance agent or agents; and
- (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary.

which approval(s) shall not be unreasonably withheld or delayed. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or the Board. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

#### 13.4. Required Policy Provisions

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage may be payable to an Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Owner to adjust

all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of the policies nor the failure to collect any insurance proceeds. If the Board acts as Insurance Trustee, then references herein to Insurance Trustee shall refer to the Board.

#### 13.5. Restrictions of Mortgagees

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Owners and/or their respective Institutional Lenders.

#### 13.6. Distribution of Insurance Proceeds and Losses

The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Owners and Institutional Lenders under the following terms:

##### 13.6.1. Loss to Unit Alone

In the event a loss, insured under the policies held by the Insurance Trustee, occurs to any improvements within any of the Units alone, without any loss to any other improvements within the Condominium, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their Institutional Lenders, if any, as their interests may appear, and it shall be the duty of these Owners to use such proceeds to effect necessary repair to the Units. The Insurance Trustee, when other than the Board, may rely upon the written statement of the Association as to whether or not there has been a loss to the Units alone, the Common Elements or any combination thereof.

##### 13.6.2. Loss of Fifty Thousand Dollars (\$50,000) or Less to Units and Common Elements

In the event that a loss of Fifty Thousand Dollars (\$50,000) or less occurs to improvements within one (1) or more Units and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Units. In the event the insurance proceeds are insufficient to repair and replace

all of the damaged improvements within the Common Elements and the Units and the Association does not have other funds available for such purpose, the Board shall hold a special meeting to determine the amount of a Special Assessment against all of the Owners necessary to obtain the additional funds required to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Units setting forth the date or dates of payment of the same.

13.6.3. Loss in Excess of Fifty Thousand Dollars (\$50,000)  
to Units and Common Elements

In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars (\$50,000) as a result of damages to the improvements within the Units and/or Common Elements, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

13.6.3.1. The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

13.6.3.2. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in Paragraph 13.6.3.3. hereof, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of Mechanics' Liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Lender named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

13.6.3.3. In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and the Units and the Association does not have other funds available for such purpose, the Board shall hold a special meeting to determine the amount of a Special Assessment against all of the Owners necessary to obtain the additional funds required to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against all Units setting forth the date or dates of payment of the same, and any and all funds received from the Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in Paragraph 13.6.3.2. immediately preceding.

In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds and other funds available to the Association for such purpose exceeds the sum of Twenty Thousand Dollars (\$20,000) per Unit, and the Owners owning three-fourths (3/4) of the Units advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds and promptly pay each share of such proceeds to the Owners and Institutional Lenders of record as their interests may appear ("Insurance Proceeds Distribution"). Provided, however, insurance proceeds for damage to the Condominium Property of the Condominium shall be distributed only to the Owners and their mortgagees as their interests may appear in such Condominium and shall be divided according to their percentage interests in the Common Elements. In making any such Insurance Proceeds Distribution to the Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then current Owners and their respective mortgagees.

#### 13.6.4. Mortgagees

In the event the Insurance Trustee has on hand, within one (1) year after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment and/or other funds from the Association sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds to the payment of its loan. Any provision contained herein for the benefit of any Institutional Lender may

be enforced by an Institutional Lender.

#### 13.6.5. Repair of Damaged Property

Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for the Condominium:

- (i) as originally constructed;
- (ii) as reconstructed; or
- (iii) approved by the Board and the Architectural Review Board of the Community Association;

provided, however, any material or substantial change in plans and specifications approved by the Board and the Architectural Review Board of the Community Association from the plans and specifications of the Condominium as previously constructed shall require approval by the Lead Mortgagee which approval shall not be unreasonably withheld.

#### 13.7. Insurance Amounts

Notwithstanding anything in this Article 13 to the contrary, the amounts set forth for the purchase of insurance in this Article 13 are the minimum amounts to be purchased. Therefore, Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by the Developer or the Association as to the proper amount or kinds of insurance required.

#### 13.8. Miscellaneous Policy Requirements

Policies insuring the property within the Condominium purchased pursuant to the requirements of this Article 13 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Owners who are not under the control of the Association; and the policy will be primary, even if an Owner has other insurance that covers the same loss.

#### 13.9. Master Form of Insurance

Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 13, provided that the coverages required hereunder are fulfilled.

#### 14. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

##### 14.1. Proceedings

The Association shall represent the Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements.

##### 14.2. Deposit of Awards With Insurance Trustee

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although an award may be payable to an Owner and his mortgagee, the Owner and mortgagee shall deposit the award with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, the amount of that award shall be set off against the sums hereafter made payable to that Owner and his mortgagee.

##### 14.3. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards shall be deemed to be Condominium Property and shall be divided into the shares described in the Declaration and distributed to the Owners and mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of the condemned Units will be made whole and the Condominium Property damaged by the taking will be made useable in the manner provided below.

##### 14.4. Unit Reduced But Tenantable

If the taking reduces the size of a Unit ("Affected Unit") and the Board determines the remaining portion of the Affected Unit can be made tenantable, the award for the taking of a portion of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be made in the Condominium:

###### 14.4.1. Affected Unit Made Tenantable

The Affected Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award and the other funds the Association has available for such purpose, the Board shall hold a special meeting to determine a Special Assessment against all of the Owners to obtain the remaining funds necessary for the restoration. Upon the determination by the Board of the amount of such special Assessment, the Board shall immediately levy such Special Assessment against all Units

setting forth the date or dates of payment of same.

14.4.2. Excess Distributed to Owner and his mortgagee

The balance of the award, if any, shall be distributed to the Owner of the Affected Unit and to each mortgagee of the Affected Unit, the remittance being made payable to the Owner and mortgagees as their interests may appear.

14.4.3. Reduction in Percentage of Common Elements

If the square footage of floor area of the Affected Unit is reduced by more than twenty-five percent (25%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Unit shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the square footage of floor area of the Affected Unit is reduced by the taking, and then the shares of all Units in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Units in proportion to their share of ownership in the Common Elements.

14.5. Affected Unit Made Untenantable

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

14.5.1. Payment to Owner and mortgagee

The market value of the Affected Unit immediately prior to the taking shall be paid by the Association to the Owner thereof and to each mortgagee thereof as their interests may appear.

14.5.2. Remaining Portion of Affected Unit

The remaining portion of the Affected Unit, if any, shall become a part of the Common Elements and shall be placed in a condition approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in Paragraph 14.5.1 above, the work shall be approved in the manner required for further improvement of the Common Elements as set forth in Paragraph 18.3 hereof.

14.5.3. Adjustment in Shares of 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 from the Affected Unit among the

reduced number of Units. The shares of the continuing Units in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Units being allocated to all the continuing Units in proportion to their relative share of ownership in the Common Elements.

#### 14.5.4. Insufficient Award

If the amount of the award for the taking and other funds available to the Association are not sufficient to pay the market value of the Affected Unit to the Owner and to condition the remaining portion of the Affected Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Owners who will continue as Owners after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

#### 14.5.5. Determination of Market Value of Affected Unit

If the market value of an Affected Unit prior to the taking cannot be determined by agreement among the Owner, the Institutional Lenders of the Affected Unit and the Association within thirty (30) days after notice by any of the parties, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association and Chapter 682, Florida Statutes, which shall control in the event of a conflict with said rules (collectively "Applicable Requirements"). Unless inconsistent with the Applicable Requirements the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

#### 14.6. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The



balance of the awards for the taking of Common Elements, if any, shall be distributed to the Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to mortgagees as their interests may appear.

#### 14.7. Amendment of Declaration

The changes in Units, Common Elements and ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board, unless written approvals from the Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail or registered mail by the Association to the Developer, all Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30) day period is waived in writing by the Interested Parties.

#### 15. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

##### 15.1. New Total Tax

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided interest in Common Elements, as now provided by law ("New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included whenever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Owners of all Units. Each Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and

encumbrances upon any Unit and its appurtenant percentage interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Unit and its appurtenant percentage interest in Common Elements.

#### 15.2. Personal Property Taxes

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the Budget of the Association.

### 16. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium the following provisions shall be applicable to the Condominium Property.

For purposes of this Article 16, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other occupants of a Unit.

#### 16.1. Single-Family Use

Each Unit shall be occupied by only one family at any time, as a residence and for no other purpose.

No business, commercial activity or profession may be conducted from any Unit, nor may the name of the Condominium or the address of any Unit be publicly advertised as the location of any business. 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. This Paragraph 16.1. is, however, intended to prohibit commercial or business activity by an Owner which would unreasonably disrupt the residential ambiance of the Condominium, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Condominium by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients.

No Unit shall be made subject to any type of timesharing, fraction-sharing, interval ownership or similar program whereby the right

to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule.

#### 16.2. Children

There are no restrictions on the ages of children who may reside in a Unit.

#### 16.3. Signs

An Owner (with the exception of Developer, for so long as Developer is an Owner) shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his Unit or other portions of Heritage Greens so as to be visible from the Common Elements, or any public way. The Developer specifically reserves the right to place and maintain identifying or informational signs on or within any Building located on the Condominium Property as well as any signs in connection with its sales activities.

#### 16.4. Animals and Pets

Only common household pets (i.e., dogs other than pit bulls, cats, birds, tropical fish, turtles, iguanas, hamsters or gerbils in reasonable numbers) may be kept in any Unit. No more than two (2) dogs per Unit will be permitted. Pets may not be kept for the purpose of breeding or for any commercial purposes whatsoever. Pets may not be kept in violation of zoning or any other restrictions of the County or other governmental authority. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained. Under no circumstances may a pit bull dog be permitted. The term "pit bull dog" as used within this paragraph shall refer to any dog which exhibits those distinguishing characteristics which (A) substantially conform to the standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers; or (B) substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association.

All Owners shall immediately pick up and remove any solid animal waste deposited by his or her pet. If any pet interferes with the Association's maintenance responsibility, the applicable pet owner will be required to assume the obligations for such maintenance, without reduction in Assessments.

All pets shall be kept on a leash or carried at all times on the Common Elements. Any pet must not be an unreasonable nuisance or

annoyance. A determination by the Board that a pet creates a nuisance shall be conclusive and binding upon the Owner and the pet shall be immediately removed from the Condominium Property. The Association will promulgate rules and regulations from time to time designating specific areas for the walking and exercising of pets and such other rules and regulations as necessary to regulate pets. Each Owner who keeps a pet hereby agrees to indemnify the Association and the Developer and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Condominium Property.

#### 16.5. Clotheslines

No clothesline or other similar device shall be allowed in any portion of the Condominium Property, unless concealed from view from outside the Unit in which it is located.

#### 16.6. Window Decor

All draperies, curtains, shades or other window or door coverings installed within a Unit which are visible from the exterior of the Unit shall have white, off-white or beige black out type liners unless otherwise approved in writing by the Board. Window treatments shall consist of draperies, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. The color of all storm shutters, other than white, must be approved in writing by the Board prior to installation. If the installation of storm shutters is made which does not conform to the specifications approved by the Board, then the storm shutters will be made to conform at the Owner's expense or they shall be removed by the Association at the Owner's expense. No glass shall be replaced with other than glass of the same appearance and color as originally installed and no screening shall be replaced with other than screening of the same material and color as originally installed and no reflective films or similar materials will be affixed to windows without the prior written consent of the Board. The provisions of this Paragraph shall not apply to items installed by the Developer.

#### 16.7. Removal of Sod and Shrubbery; Alteration of Drainage, etc.

Except for the Developer's acts and activities with regard to the development of the Condominium, no sod, soil, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made without

the prior written consent of the Board.

#### 16.8. Antennae and Aerials

No antennae or aerials shall be placed upon any portion of the Condominium Property, unless completely inside a Unit, without the prior written consent of the Board or Developer, except that this prohibition shall not apply to those satellite dishes that are one meter (39 inches) in diameter or less and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. However, the Association and the Community Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties and integrated with the building, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules.

#### 16.9. Litter

In order to preserve the beauty of the Condominium, no garbage, trash refuse or rubbish shall be deposited, dumped or kept within the Condominium except in closed containers or in proper-sized closed plastic bags deemed suitable by the Board. No odor shall be permitted to arise from any such containers so as to render the Condominium Property or any portion thereof unsanitary, unsightly or offensive to any other property in the vicinity thereof or to its occupants. All containers and plastic bags shall be kept in an Owner's garage, unless determined otherwise by the Board, except for curbside refuse pick up. All trash containers must be put out for pick up either on the night before or the morning of pick up, and no earlier. All empty trash containers must be retrieved by the Owner on the same day as pick up. All refuse shall be regularly removed and not allowed to accumulate.

#### 16.10. Radio Transmission

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

#### 16.11. Vehicles

A. Commercial vehicles other than construction or service vehicles temporarily present on business may not be parked in the Community unless parked inside a garage.

B. No boat, trailer, semitrailer, or house trailer of any kind, camper, motor home, bus, truck camper, or disabled, inoperative or

unlicensed motor vehicle of any kind may be parked or kept on or in front of the Condominium Property unless it is kept inside a garage. Buses, motor homes, campers, and the like are permitted to be parked on or in front of the Condominium Property temporarily for loading and unloading purposes only, and then for a maximum of twelve (12) hours. Parking for longer periods of time may be permitted only with the prior written approval of the Board of Directors of the Community Association.

C. The following vehicles shall not be placed, parked or stored in front of or on the Condominium Property for a period of more than four (4) hours except in a garage concealed from public view:

- (a) motorcycles, motorscooters, mopeds, all terrain vehicles, golf carts and tractors;
- (b) vehicles which are not described in Paragraphs A or B hereof with a tire size more than 34 inches high to the top of the tire (either recommended by the manufacturer or installed);
- (c) vehicles in serious need of body work as determined by the Board (unpainted surfaces, missing or damaged components, body perforated from rust, etc.); and
- (d) vehicles with materials and equipment not screened from view (lumber, cement blocks, fill, sand, gravel, construction debris, racks, ladders, pipe, tools, etc.) other than a tool box or utility box and/or bed liner in the bed of a truck.

D. A police vehicle may be parked outside of a garage, if it is a type of vehicle which would normally be permitted to be parked in the Community outside of a garage.

No repair of vehicles, except for emergency repairs, shall be made on or in front of the Condominium Property unless in an Owner's garage. Vehicles on the Condominium Property necessary for the actual construction or repair of a structure or for grounds maintenance on the Condominium Property shall be exempt from the provisions of this Paragraph.

Rules, whether adopted by the Association or otherwise shall not further limit the size, weight, type and place and manner of storage and/or operation of such vehicles on or in front of the Condominium Property. The Association shall have the right to tow any vehicle parked on the Condominium Property in violation of the requirements of the Condominium

Documents at the expense of the owner of such vehicle. The provisions of this Paragraph 16.11 shall not apply to vehicles of the Developer and its designees if the vehicle is engaged in any activity permitted pursuant to Paragraph 28.2 hereof.

#### 16.12. Garages

Each Unit includes an attached garage. No garage shall be permanently enclosed so as to make such garage unusable for parking one vehicle if a one-car garage or two vehicles if a two-car garage, and no portion of a garage originally intended for the parking of a vehicle shall be converted into a living space or storage area.

#### 16.13. Parking Spaces

The parking space(s) located in front of a garage shall be Limited Common Elements, used only by the residents of the Unit containing such garage and their guests and invitees. The right to use such parking space(s) shall be an appurtenance to the Unit benefitted and shall be deemed encumbered by and subject to any mortgage or claim encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of parking space(s) is appurtenant, such use rights shall remain appurtenant to such Unit. Notwithstanding the fact that Parking Spaces are assigned for the specific use of given Units, Parking Spaces shall remain Common Elements and shall be maintained, repaired and replaced by the Association pursuant to Article 18 of this Declaration.

#### 16.14. Projections

No Owner shall cause anything to project out of any window or door except as may be approved in writing by the Board.

#### 16.15. Condition of Units

Each Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

#### 16.16. Structural Modifications

An Owner may not make or cause to be made any structural modifications to his Unit, without the Association's prior written consent, which consent shall not be unreasonably withheld.

#### 16.17. Restrictions on the Sale and Lease of Units

No Unit shall be leased more than six (6) times in any twelve (12) month period; provided, however, if a tenant defaults, then such Unit may be leased one additional time if the prior written approval of the Board

is obtained. No Unit may be leased for a period of less than thirty (30) consecutive days, except a lease for the entire month of February shall be deemed a lease for thirty (30) consecutive days. No portion of a Unit (other than an entire Unit) may be rented. All leases of Units shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Condominium Documents, or of any other agreement or instrument governing the Units. The Owner of a leased Unit shall be jointly and severally liable with his or her tenant to the Community Association and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Notwithstanding that an Owner has leased his Unit, the Owner shall remain obligated to comply with all the provisions of the Condominium Documents. Every lease of a Unit shall be subordinated to any lien filed by the Community Association or the Association whether before or after such lease was entered into. Rules, whether adopted by the Association, or otherwise, shall not further limit the rental of Units.

The Board shall not promulgate any rules and regulations restricting the lease, sale or transfer of a Unit. Any such restrictions shall only be enforceable if contained in an amendment to this Declaration, duly adopted in accordance with Paragraphs 27.1 and 27.4 hereof.

#### 16.18. Pest Control

The Association has the right to supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline to have such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter his Unit on a monthly basis or must employ a licensed pest control company to enter his Unit on a monthly basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of the pest control services provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce such Owner's Assessments.

#### 16.19. Nuisance

An Owner shall not permit or suffer anything to be done or kept in his Unit which will:

- (i) increase the insurance rates for the Association or any other Owner;



(ii) obstruct or interfere with the rights of other Owners or the Association; or

(iii) annoy other Owners by unreasonable noises or otherwise.

An Owner shall not commit or permit any nuisance, immoral or illegal act in his Unit, on the Common Elements or any portion of Heritage Greens.

#### 16.20. Outdoor Cooking

No Owner shall cook or barbecue on his balcony or patio or on any Common Elements, unless specifically approved by the Board.

#### 16.21. Flooring

All floors above the ground floor shall always be covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms, laundry rooms or balconies. 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 prior to any work being done. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the 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 Owner.

#### 16.22. Hot Tubs

In order to avoid any structural damage to a Building, an Owner shall not install a hot tub or similar device on the second floor unless approved by the Board in writing prior to installation, which approval may be withheld by the Board in its sole discretion.

#### 16.23. Storm Precautions

No hurricane or storm shutters shall be permanently installed on any structure or Unit unless first approved by the Board and the Architectural Review Board of the Community Association. Hurricane or storm shutters may be installed temporarily, and other storm precautions may be taken to protect structures or Units, while the threat of a hurricane or similar storm is imminent; provided, all such shutters and other exterior alterations or additions made as a storm precaution shall be promptly removed once the storm or imminent threat of the storm has passed.

## 16.24. Landscaping

Owners shall not be permitted to alter the landscaping on the Common Elements except that Owners may plant shrubbery and flowering plants ("Plantings") either in accordance with such guidelines as may be adopted by the Board from time to time or with the prior written consent of the Board. Plantings which have been planted in accordance with such guidelines or approved by the Board shall be maintained by the Owners.

## 16.25. Basketball Equipment, Play Equipment, Strollers, etc.

Basketball hoops and backboards shall be permitted in front of a garage if installed in accordance with guidelines established by the Board or if approved by the Board and the Architectural Review Board of the Community Association in writing prior to installation. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from outside the Unit.

## 16.26. Board's Rule-Making Power

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium, the Owners and the Association. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments:

- (i) are consistent with the use covenants set forth in the Condominium Documents;
- (ii) apply equally to all lawful residents without discriminating on the basis of whether a Unit is occupied by an Owner or his lessee; and
- (iii) in Developer's opinion, for so long as the Developer holds any Units for sale in the ordinary course of business, would not be detrimental to the sales of Units by Developer.

## 16.27. Additional Restrictions

For additional restrictions which are applicable to the Condominium Property and the Owners, please refer to the Covenants. In the event of a conflict between the provisions of this Declaration and the provisions of the Covenants, the provisions of the Covenants shall control; provided, however, that this Declaration and the other Condominium Documents may contain restrictions on subjects related to use and

occupancy, such as pets, parking, architectural controls, leasing, guest occupancy, sales and other transfers that are more restrictive than contained in the Covenants, the Community Association Articles, Community Association Bylaws or any rules and regulations promulgated by the Community Association, in which event such more restrictive provisions shall control.

#### 18. MAINTENANCE AND REPAIR PROVISIONS

##### 18.1. By Owners

##### 18.1.1. Maintenance and Repair

Each Owner shall maintain in good condition, repair and replace at his expense all portions of his Unit, including, but not limited to, all windows, window panes and window frames (excluding maintenance of window frames), all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings and floors), all exterior doors, including garage doors, casings and hardware therefor (except exterior painting) and the fixtures therein, including, but not limited to, electrical fixtures, appliances, the air conditioning or heating equipment, water heaters and built-in cabinets; and pay for any utilities which are separately metered to his Unit.

Every Owner must perform promptly all maintenance and repair work within his Unit, as aforesaid, which if not performed would affect the Common Elements or a Unit belonging to another Owner. Each Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above mentioned responsibilities may engender. A Unit shall be maintained and repaired in accordance with the Building plans and specifications utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

##### 18.1.2. Alterations

No Owner shall make any alterations in the Common Elements or any other portions of the Condominium which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Condominium or the Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Condominium without first obtaining the written consent of the Board.

## 18.1.3. Painting

No Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Condominium maintained by the Association, including railings, entryways, doors or window frames (except for replacing and repairing window panes and frames and exterior doors, including garage doors, and the casings and hardware thereof which does not alter in any way the exterior appearance), etc. without first obtaining the specific written approval of the Board, which consent may be withheld on purely aesthetic grounds. No Owner shall have any exterior lighting fixtures, mailboxes, window screens, screen doors, awnings, storm shutters, hardware or similar items installed which are not consistent with the general architecture of the Condominium without first obtaining specific written approval of the Board and the Architectural Review Board of the Community Association. The Board shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly.

## 18.1.4. Duty to Report

Each Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property, which is the responsibility of the Association to remedy.

## 18.1.5. Access by the Association

The Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to another Unit or Units. Except in the case of emergency, entry shall be made by prearrangement with the respective Owner. In the case of an emergency, threatening another Unit or Units or the Common Elements, the Association shall have the right of immediate access to such Unit for the purpose of remedying or abating such emergency, regardless of whether the Owner is present at the time of such emergency. So that the Association may have immediate access to each Unit in the event of an emergency, the Association shall retain a passkey to each Unit. No Owner shall alter any lock or install a new lock on any door or garage door leading into his Unit without providing the Association with a key for the use of the Association in the event of an emergency. In the event the Association is not provided with a key to the Unit, the Owner shall pay the cost incurred by the Association in gaining entrance

to his Unit and also shall be responsible for any damage done to his Unit in gaining entrance thereto and shall also be liable for any damages as a result of the delay in gaining entrance to his Unit, if any.

18.1.6. Air-Conditioning

The cost of inspecting, maintaining, repairing and replacing all air conditioning equipment, including, but not limited to, the air conditioning unit, compressor, air handler, ducts, coolant lines, runoff lines and drip pans, which serves only one Unit, whether located inside or outside such Unit, shall be paid by the Owner whose Unit is served by such air conditioning equipment; provided, however, that for reasons of safety and insurance requirements, all inspections, maintenance, repairs and replacements of air conditioning equipment located outside the Unit shall be done only by licensed and insured contractors approved in writing by the Board and if any repair or alteration is to be made to any of the Common Elements, the Board shall approve in writing all such work and such approval shall not be unreasonably withheld.

18.1.7. Liability for Actions

Notwithstanding that the Association may be responsible for maintenance of certain portions of the Condominium as set forth herein, an Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, negligence or carelessness, or by that of his lessee, or any member of the families, guests, employees or agents of the Owner or his lessee or by the occupants of his Unit or the family members, guests, employees or agents of such occupants (normal wear and tear excepted) but, only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include the cost of repairing broken windows. An Owner shall also be liable for any personal injuries caused by his negligent acts or those of his lessee or occupant or any member of the families, guests, employees or agents of the Owner, his lessee or occupant. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

## 18.2. By the Association

### 18.2.1. Improvements

Except as otherwise set forth in Paragraph 18.1 and Article 31 hereof, the Association shall maintain, repair and replace as necessary all of the Common Elements and exterior surfaces of the Condominium including screens and screen frames and shall maintain and repair all landscaping upon the Condominium Property. The Association shall maintain, repair and replace as necessary the driveways serving each Phase in the Condominium, including the portions of the driveways which are located within the sixty foot (60') right-of-way for Crestview Way. Except for Plantings planted by Owners in accordance with guidelines adopted by the Board or with the prior written consent of the Board as contemplated in Paragraph 16.24. hereof, which are to be maintained by such Owners, the Association shall maintain all landscaping on the Condominium Property and within the swale (between the Condominium Property and the edge of pavement for Crestview Way) and the irrigation system for such landscaping.

### 18.2.2. Utilities

The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including, but not limited to, water lines and sanitary sewer service laterals within the Condominium and the operation of the surface water management system, but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Unit.

### 18.2.3. Compliance With Regulations of Public Bodies

The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Common Expense.

## 18.3. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements to the Common Elements which are approved in writing by the Board and the Architectural Review Board of the Community Association and which do not prejudice the rights of any Owner or any Institutional Lender. In the event such changes or improvements prejudice the rights of an Owner or Institutional Lender, the written consent of such Owner or Institutional Lender so prejudiced shall be

required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the Owners present in person or by proxy at a members meeting at which a quorum is present if the cost of the same shall be a Common Expense which shall exceed either Twenty Thousand Dollars (\$20,000.00) in total or Five Hundred Dollars (\$500.00) per Unit. The cost of such alterations and improvements shall be assessed among the Owners in proportion to their share of Common Expenses.

#### 18.4. Conformity with the Covenants

Notwithstanding anything contained in this Article 18 to the contrary, alterations, improvements, repairs and maintenance of the Condominium Property shall conform to the provisions of the Covenants.

### 19. ASSESSMENTS FOR COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

#### 19.1. Affirmative Covenant to Pay Common Expenses

In order to:

- (i) fulfill the covenants contained in this Declaration;
- (ii) provide for maintenance and preservation of the Common Elements for the recreation, safety, welfare, and benefit of Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration; and
- (iii) provide for maintenance and preservation of the services and amenities provided for herein,

there is hereby imposed upon the Units and the Owners thereof the affirmative covenant and obligation to pay the Assessments including, but not limited to, the Annual Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance for a Unit, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Unit therein.

#### 19.2. Lien

The Annual Assessment and Special Assessments, as determined in accordance with Article 20 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Assessments are hereby declared to be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment is made. Except as otherwise provided in

Section 19.2.2 hereof and as set forth below, the Association's statutory lien for Assessments shall be effective from and shall relate back to the recording of this Declaration or in the case of a lien on a Unit in an additional Phase the recording of the amendment hereto to add such additional Phase to the Condominium. However, as to first mortgages of record, the Association's lien shall be effective from and after the time of recordation amongst the Public Records of the County of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. The claim of lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

#### 19.2.1. Personal Obligation

Each Assessment against a Unit together with Interest thereon, an administrative late fee as hereinafter described and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed.

#### 19.2.2. First Mortgagees

The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

- (i) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- (ii) One percent (1%) of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

The person acquiring title shall pay the amount owed to the Association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of

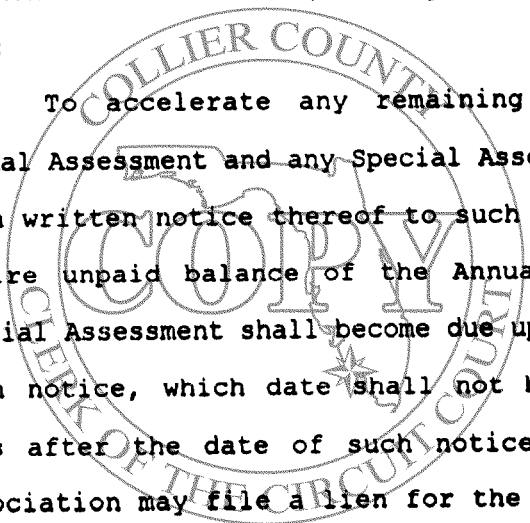


lien against the Unit and proceed in the same manner as provided herein for the collection of unpaid Assessments.

The unpaid share of Common Expenses or Assessments shall be collectable from all of the Owners, including such acquirer of title and its successors and assigns. The foregoing shall not excuse a first mortgagee from the payment of Assessments levied or charged against the Unit by the Association during the period of ownership of such Unit by such first mortgagee whether or not such Unit is unoccupied.

### 19.3. Enforcement

In the event that any Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his Unit within ten (10) days after the same becomes due, then the Association, through its Board, shall have the following remedies:

- 
- (i) To accelerate any remaining installments of the Annual Assessment and any Special Assessment for such Owner upon written notice thereof to such Owner, whereupon, the entire unpaid balance of the Annual Assessment and any Special Assessment shall become due upon the date stated in such notice, which date shall not be less than ten (10) days after the date of such notice, in which event the Association may file a lien for the entire unpaid balance of the Annual Assessment and any Special Assessment;
  - (ii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property;
  - (iii) To file an action at law to collect the amount owing plus Interest, court costs, and Legal Fees and any administrative late fee as hereinafter described without waiving its lien rights and its right of foreclosure; and
  - (iv) To charge an administrative late fee in addition to interest, in an amount not to exceed the greater of \$25.00 or five percent (5%) of each Assessment or installment thereof which is late as prescribed above. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and Legal Fees

incurred in collection, and then to the delinquent assessment.

The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

## 20. METHOD OF DETERMINING, ASSESSING AND COLLECTING ASSESSMENTS

The Assessments as hereinafter set forth and described shall be assessed to and collected from Owners on the following basis:

### 20.1. Determining Annual Assessment

#### 20.1.1. Expenses

The total anticipated Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles and Bylaws. The total anticipated Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and the Association's share of Crestview Recreation Area Expenses and such expenses shall be allocated to the Units based upon each Unit's share of the Common Expenses, which allocated sum shall be assessed as the "Annual Assessment." The Annual Assessment may be adjusted quarterly in the instance where the Board determines that the estimated Common Expenses are insufficient to meet the actual Common Expenses being incurred, in which event the anticipated Common Expenses for the remaining quarters may be increased accordingly in calculating the Annual Assessment.

#### 20.1.2. Assessment Payment

The Annual Assessment shall be payable monthly in advance on the first day of each month or quarterly in advance on each January 1, April 1, July 1 and October 1, as determined by the Board.

### 20.2. Special Assessments

Owners shall be obligated to pay in addition to the Annual Assessment such Special Assessments as shall be levied by the Board in accordance with the Bylaws against their Unit or Units either as a result of:

- (i) extraordinary items of expense;
- (ii) the failure or refusal of certain Owners to pay their Annual Assessments (such Owners shall still be obligated to pay their Annual Assessments); or
- (iii) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium

Documents or the Act.

If the amount to be collected by a Special Assessment is in excess of Five Hundred Dollars (\$500.00) per Unit such Special Assessment must also be approved by a majority vote of the Owners present in person or by proxy at any meeting of members of the Association having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Condominium Property which was destroyed or damaged.

### 20.3. Developer's Guarantee

The Annual Assessments ("Interim Assessments") for the period commencing with the date of recordation of this Declaration amongst the Public Records of the County, and ending on December 31, 1998 or the date of the "Majority Election Date" (as the term is defined in the Articles) whichever is sooner to occur ("Interim Assessment Period") shall be as follows:

	Capital Contribution*	Monthly	Quarterly**	Annually
All Units	\$200.00	\$158.00	\$474.00	\$1,896.00

\* The \$200 Capital Contribution is a one time Assessment which each Owner who purchases a Unit from the Developer shall pay to the Association at the time legal title to the Unit is conveyed to such Owner. (If Developer re-acquires a Unit so conveyed, the Owner to whom Developer next conveys legal title is not required by the terms hereof to make a Capital Contribution.) After the Interim Assessment Period terminates, each Owner who purchases a Unit from the Developer shall continue to pay the Capital Contribution.

\*\* The Quarterly Interim Assessment is payable to the Association each January 1, April 1, July 1 and October 1 for the term of the Interim Assessment Period. Thereafter, quarterly assessments charged to each Unit will be based upon the annual budget then in effect. The Board can decide to collect Assessments monthly in which event the monthly installment of the Annual Assessment is payable to the Association on the first day of each month.

However, the assessments charged to an Owner shall not exceed the maximum obligation of the Owner based on the total amount of the adopted budget and the Owner's proportionate ownership share of the Common Elements. In other words, if the assessments which would be charged without the guarantee are lower than Interim Assessments, then only the lower assessment amount will be charged.

Notwithstanding the foregoing, Developer reserves the right in its sole discretion to extend the Interim Assessment Period by an additional three (3) month period not more than twelve (12) times. For example, if Developer exercises each of its twelve (12) three (3) month extension

options, then the Interim Assessment Period would continue until December 31, 2001. The Interim Assessments are based on estimates of the Annual Assessments made pursuant to the Bylaws and this Declaration. Developer guarantees that during the Interim Assessment Period, the Interim Assessments will not be increased above the amount set forth above and that Developer will pay all Common Expenses not paid for by Interim Assessments assessed against Owners other than Developer ("Developer's Guarantee"). Developer's Guarantee is made in accordance with the provisions of Section 718.116(9)(a)(2) of the Act. During the Interim Assessment Period, no Interim Assessments shall be assessed against Units owned by Developer. Assessments determined as provided in Paragraph 20.1.1 of this Declaration or the Bylaws shall be determined and made commencing on the first day after the Interim Assessment Period, and Developer will pay any such Assessments for any of the Units owned by Developer from and after such date.

#### 20.4. Capital Contributions

Each Owner who purchases a Unit from Developer shall pay to the Association a \$200.00 working capital contribution ("Capital Contribution") upon conveyance of title to the Unit from the Developer, which payment shall be in addition to the quarterly installment of the Annual Assessment. In the event Developer has paid the Capital Contribution on behalf of the Owner prior to conveyance of title, then the Owner shall reimburse Developer upon the conveyance of title. Notwithstanding anything to the contrary herein contained, an Institutional Lender and its successors and assigns, obtaining title to a Unit from Developer as a result of foreclosure of its mortgage or deed in lieu of foreclosure, shall not be liable to pay to the Association or Developer a Capital Contribution for such Unit; however, the purchaser of such Unit from such Institutional Lender or its successors and assigns shall be liable to pay the Capital Contribution to the Association or reimburse the Developer for same as set forth above. All Capital Contributions shall be maintained in a separate account for the use and benefit of the Association. The purpose of the Capital Contributions is to insure that the Association will have monies available to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board; provided, however, Capital Contributions shall not be expended by the Association during the Interim Assessment Period. Capital Contributions are not advance payments of Annual Assessments and shall have no affect on

future Annual Assessments.

## 21. COMMON EXPENSES

The following expenses are declared to be Common Expenses of the Condominium which each Owner is obligated to pay to the Association as provided in this Declaration and the Condominium Documents.

### 21.1. Taxes

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and in general all taxes and tax liens which may be assessed against the Common Elements and against any and all personal property owned by the Association, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Common Expenses.

### 21.2. Utility Charges

All charges levied for providing utility services for the Common Elements, whether they are supplied by a private or public firm shall, as appropriate, be considered Common Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer, trash removal and any other type of utility or any other type of service charge incurred in connection with the Common Elements. All charges levied for providing water and sewer service and trash removal for the Units billed to the Association shall be a Common Expense. Charges for water and sewer service and trash collection for an individual Unit billed directly to the Owner of such Unit shall not be a Common Expense.

### 21.3. Insurance

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property or specifically related to this Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Common Expenses.

### 21.4. Destruction of Buildings or Improvements

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any Building (not including any Limited Common Elements or the portions of a Unit which an Owner is responsible to repair, maintain and replace) or structure upon the Common Elements by fire, windstorm, flood or other casualty regardless of whether

or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association which shall open an account with a banking institution doing business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary in addition to the insurance proceeds and other funds available to the Association for such purpose shall be considered Common Expenses, but shall be obtained by the Association under the provisions for Special Assessments as provided in Paragraph 13.6 of this Declaration. The Association agrees that it will levy any Special Assessments necessary to provide the funds for the cost of reconstruction or construction within one hundred eighty (180) days from the date the destruction takes place and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed if possible within twelve (12) months from the date of damage. In the event of a conflict between the provisions of this Section and Article 13 hereof, the provisions of Article 13 shall control.

#### 21.5. Maintenance, Repair and Replacements

Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all Buildings (not including any Limited Common Elements or the portions of a Unit which an Owner is responsible to repair, maintain and replace), improvements, personal property and furniture, fixtures and equipment owned by the Association or comprising part of the Common Elements in each Phase of the Condominium including, but not limited to, landscaping, lawn, sprinkler service, screens, screen frames, and terrace railings in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and in conformity with the Covenants and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction there over including the statutes and laws of the State of Florida and the United

States. This shall include any expenses attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing the Condominium Property pursuant to agreements with utility corporations. Common Expenses shall also include the cost of pest control services provided to each Unit by the Association. The cost of maintaining, repairing and replacing the driveways serving the Condominium shall also be a Common Expense.

#### 21.6. Indemnification

The Association covenants and agrees that it will indemnify and save harmless the Developer and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property or the appurtenances thereto, from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that the Developer may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in the Condominium Documents to be kept and performed by the Association.

#### 21.7. Administrative and Operational Expenses

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium shall be deemed to be Common Expenses. In addition, it is contemplated that the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise related entity of the Developer) to assist in the operation of the Condominium Property and obligations of the Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Common Expenses hereunder as will fees required to be paid to the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time.

#### 21.8. Compliance with Laws

The Association shall take such action as it determines necessary

or appropriate in order for the Common Elements to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Common Expense.

#### 21.9. Costs of Reserves

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the facilities and improvements thereupon and the Association's share of such expenses for the Crestview Recreation Area in amounts determined sufficient and appropriate by the Board from time to time shall be a Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate interest-bearing account. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

#### 21.10 Crestview Recreation Area Expenses

The Association's share of the Crestview Recreation Area Expenses shall be a Common Expense.

#### 21.11. Miscellaneous Expenses

Common Expenses shall include the cost of all items of costs or expenses pertaining to or for the benefit of the Association or the Common Elements, or any part thereof not herein specifically enumerated and which is determined to be an appropriate item of Common Expense by the Board.

### 22. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

#### 22.1. Subdivision

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Units and Common Elements shall not be further subdivided. No time share units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

#### 22.2. Restraint upon Separation and Partition of Common Elements



The undivided share in the Common Elements appurtenant to a Unit shall not be separated from the Unit and shall pass with title to the Unit, whether or not separately described. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The shares in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

#### 23. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, any of the other Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, the other Condominium Documents and the Act shall not be affected.

#### 24. PROVISIONS RELATING TO INTERPRETATION

##### 24.1. Titles

Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

##### 24.2. Gender

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

##### 24.3. Member

As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

##### 24.4. Rule Against Perpetuities

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

##### 24.5. Controlling Documents

In the event of a conflict between the provisions of this Declaration and the Articles and/or Bylaws the provisions of this Declaration shall control.

In the event of a conflict between the provisions hereof and the

provisions of the Covenants, the provisions of the Covenants shall control; provided, however that this Declaration may establish restrictions on subjects related to use and occupancy, such as pets, parking, architectural controls, leasing, guest occupancy, sales and other transfers, that are more restrictive than those set forth in the Covenants and such provisions will be deemed not to conflict.

#### 25. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as such Condominium Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Owner or any Institutional Lender to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees.

#### 26. PROVISIONS FOR ALTERATIONS OF UNITS BY DEVELOPER

##### 26.1. Developer's Reserved Right

Developer reserves the right to alter, change or modify the interior design and arrangement of all Units and to alter the boundaries between the Units or to combine two (2) or more Units into one (1) Unit or to sever any Unit comprised of two (2) or more Units into its component parts as long as Developer owns the Units so altered (which alterations in Developer's Units are hereinafter referred to as the "Alterations") provided such Alterations are approved in the manner hereinafter set forth.

##### 26.2. Alterations Amendment

The Amendment to this Declaration to reflect the Alterations ("Alterations Amendment") must be joined in by the record owner of the Unit(s) involved and the record owners of all liens on such Unit(s) and must be approved by the record owners of all other Units. Such approval by the record owners of all other Units shall be evidenced by a Certificate executed by the Association. If more than one Unit is involved, the Alterations Amendment shall apportion between the Units in the manner deemed appropriate by Developer the shares of the Common Elements which are appurtenant to the Units concerned. An Alterations Amendment to the Declaration shall be recorded in accordance with the Act.

## 27. PROVISIONS FOR AMENDMENTS TO DECLARATION

## 27.1. General Procedure

Except as to the Alteration Amendment described in Paragraph 26.2 hereof, and the matters described in Paragraphs 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8 and 27.9 below, this Declaration may be amended at any regular or special meeting of the Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than the Owners owning two-thirds (2/3) of the Units; provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to the Developer and to all Institutional Lenders ("Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Institutional Lenders.

## 27.2. Material Alteration

Except for an Amendment to change the description of an additional Phase set forth in Article 5 hereof, an Amendment adding an additional Phase referred to in Paragraph 27.6 hereof and the other amendments referred to in Paragraphs 27.6, 27.7 and 27.8 hereof, Alterations Amendments referred to in Paragraph 26.2 hereof and the condemnation amendment provision set forth in Paragraph 14.7 hereof, no amendment of the Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion or percentage by which any Owner shares the Common Elements and Common Expenses or owns the Common Surplus, nor change any Unit's voting rights in the Association unless:

- (i) all record owners of liens on the Unit join in the execution of the amendment; and
- (ii) all the record owners of all Units approve the amendment.

Any such amendments shall be evidenced by a certificate joined in and executed by all the Owners and all Institutional Lenders holding mortgages thereon and shall be recorded in the same manner as provided in Paragraph 27.1. No amendment to this Declaration shall change the method

of determining Annual Assessments unless approved in writing by the Institutional Lenders holding mortgages encumbering two-thirds (2/3) of the Units encumbered by mortgages held by Institutional Lenders and such approval shall not be unreasonably withheld.

#### 27.3. Defect, Error or Omission

Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration, or in other documentation required by law to establish the Condominium, the Association, through its Board, shall immediately call for a special meeting of the Owners to consider amending the Declaration or other Condominium Documents. Upon the affirmative vote of the Owners owning one-third (1/3) of the Units, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent pursuant to the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Institutional Lenders.

#### 27.4. Rights of Developer and Institutional Lenders

No amendment shall be passed which shall materially impair or prejudice the rights or priorities of Developer, the Association or any Institutional Lender under this Declaration and the other Condominium Documents without the specific written approval of Developer, the Association or any Institutional Lenders affected thereby and such approval shall not be unreasonably withheld. For example, for so long as Developer shall own one or more Units or shall have the right to add an additional Phase to the Condominium, no amendment hereto restricting the sale, lease or transfer of a Unit and no amendment hereto permitting such restriction to be contained in the rules and regulations, Articles and/or Bylaws of the Association shall be passed without specific written approval of the Developer. Any amendment that would affect the surface water management system, including the water management portions of the Common Elements, must have the prior approval of the District and the South Florida Water Management District.

#### 27.5. Scrivener's Error

##### 27.5.1. Prior to the Majority Election Date

Prior to the Majority Election Date, the Developer may amend this Declaration and any exhibits hereto, in order to correct a Scrivener's

error or other defect or omission without the consent of the Owners, Institutional Lenders or the Board provided that such amendment does not materially and adversely affect the rights of Owners, lienors or mortgagees. This amendment shall be signed by the Developer alone and a copy of the amendment shall be furnished to each Owner, the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records of the County, as is practicable. If the consent of a mortgagee is required, it shall not be unreasonably withheld.

#### 27.5.2. After the Majority Election Date

After the Majority Election Date, amendments for the correction of Scrivener's errors or other nonmaterial changes may be made by the affirmative vote of two-thirds (2/3) of the Board and without the consent of the Owners or their mortgagees or lienors.

27.6. In accordance with Section 718.403(6) of the Act, an Amendment adding an additional Phase to this Condominium shall neither require the execution of such Amendment by any Owner other than Developer or the execution thereof by the Association, any Institutional Lender, or any other person, persons or entity.

27.7. In the event Developer records this Declaration or an Amendment hereto adding an additional Phase to the Condominium prior to the completion of the improvements located within the Phase being submitted to condominium ownership, then Developer alone may execute and record one or more amendments to this Declaration to reflect partial or full completion of the improvements within such Phase(s) ("Completion Amendment"). Further, until such time as Developer conveys a Unit for which the Completion Amendment was recorded to reflect completion of construction of such Unit, Developer alone shall have the right to amend the Completion Amendment provided that such amendment does not materially and adversely affect an Owner other than Developer without his written consent.

27.8. Notwithstanding anything contained herein to the contrary, in the event of merging the Condominium with one or more other condominium(s) located within Heritage Greens, an amendment to this Declaration to effect the merger and to modify the appurtenances to the Units and to change the proportion or fraction by which the Owners of the Condominium share the Common Expenses and own the Common Surplus shall require the approval of the Owners of all the Units, the approval of Developer if Developer still has the right to add an additional Phase to

the Condominium, and if required by the Act as amended from time to time, the consent of the record owners of all liens on the Units.

#### 27.9. Condominium Documents

The Articles, Bylaws, Covenants, Community Association Articles and Community Association Bylaws shall be amended as provided in such documents.

#### 27.10. Form of Amendment

To the extent required by the Act, as amended from time to time, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens; provided, if however, the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision \_\_\_\_\_ for present text." Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

### 28. THE RIGHT OF DEVELOPER TO SELL UNITS OWNED BY IT FREE OF RESTRICTIONS, TO TRANSACT BUSINESS AND TO ASSIGN DEVELOPER RIGHTS

#### 28.1. Developer's Right to Convey, etc.

The provisions, restrictions, terms and conditions of Article 33 hereof with respect the sale of Units shall not apply to Developer as an Owner. Notwithstanding any provisions in the Condominium Documents to the contrary in the event and so long as Developer shall own any Units, whether by reacquisition or otherwise, or shall have the right to add a Phase to the Condominium by recording an amendment to this Declaration, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as it shall deem to be in its own best interests; provided, however, that the provisions, restrictions, terms and conditions of Article 33 hereof with respect to the leasing of Units shall apply to Developer as an Owner.

#### 28.2. Developer's Right to Transact Business

Notwithstanding the other provisions of this Declaration, Developer reserves and Developer and its nominees shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Units or other residential units being developed and sold by Developer in any portion of Heritage Greens including, but not limited to, the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements and show Units and the right to carry on construction activities of all types necessary to construct all improvements in the Condominium and additional Phases not yet added to the Condominium for so long as Developer shall hold one or more Units for sale in the ordinary course of business or shall have the right to add an additional Phase to the Condominium. Developer and its nominees may exercise the foregoing rights without notifying the Association. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of the Common Elements and shall remain the property of Developer.

#### 28.3. Assignment of Developer's Rights

This right of use and transaction of business as set forth in this Article 28 and the other rights of Developer set forth in the Condominium Documents may be assigned in writing by Developer in whole or in part.

#### 28.4. Amendment

This Article 28 may not be suspended, superseded or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer.

### 29. GENERAL PROVISIONS

#### 29.1. Severability

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provision which shall remain in full force and effect.

#### 29.2. Rights of Mortgagees and Owners

##### 29.2.1. Right to Notice

The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering Units. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association.

### 29.2.2. Rights of Listed Mortgagee

Upon written request to the Association, identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

29.2.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Units encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

29.2.2.2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

29.2.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit; and

29.2.2.4. Any failure by an Owner owning a Unit encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Condominium Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

### 29.2.3. Right of Listed Mortgagee to Receive Financial Statement

Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

### 29.2.4. Right to Cover Cost

The Developer (until the Majority Election Date) and any Listed Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit. Further, the Developer (until the Majority Election Date) and any Listed Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the



Condominium Property. The Developer and any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus Interest thereon and any costs of collection, including, but not limited to, Legal Fees.

### 29.3. Developer Approval of Association Actions

Notwithstanding anything in this Declaration to the contrary, while 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:

- (i) Assessment of the Developer as an Owner for capital improvements; and
- (ii) Any action by the Association that would be detrimental to the sales of Units by the Developer.

The determination as to what actions would be detrimental to sales or what constitutes capital improvements shall be in the sole discretion of the Developer; provided, however, that an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

### 29.4. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to:

- (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Unit owned by such Owner;
- (ii) the Association, certified mail, return receipt requested, at 277 North Collier Boulevard, Marco Island, Florida 34145, or such other address as the Association shall hereinafter notify the Developer and the Owners of in writing; and
- (iii) the Developer, certified mail, return receipt requested, at 277 North Collier Boulevard, Marco Island, Florida 34145, or such other address or addresses as the Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in

the Developer's address being deemed notice to the Owners. Upon request of an Owner the Association shall furnish to such Owner the then current address for the Developer as reflected by the Association records.

#### 29.5. Enforcement

The covenants and restrictions herein contained may be enforced by the Developer, the Association, any Owner and any Institutional Lender holding a mortgage on any portion of the Condominium Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees. The failure of the Board to object to Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any of the other Condominium Documents (including the rules and regulations promulgated by the Board) shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Condominium Documents.

### 30. PROVISIONS RELATING TO TERMINATION

#### 30.1. Survival of Certain Obligations and Restrictions

In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Declaration, or if such provisions shall not apply for any reason pursuant to law, Developer declares, and all Owners by taking title to a Unit covenant and agree, that the documents providing for such termination shall require:

(i) that any improvements upon what now comprises or hereafter shall comprise the Condominium Property shall be for residential use only and shall contain residential dwelling units of a number not in excess of the number of Units now or hereafter in the Condominium;

(ii) that the Condominium Property shall remain subject to any easements which may exist in favor of the owners of

additional Phases in the event such additional Phases are not added to the Condominium; and

(iii) the Owners of the Condominium (as tenants in common of the Condominium Property as set forth in Paragraph 30.3 below) shall remain obligated to pay their share of the Assessments which will continue to be allocated to the Condominium Property in the manner provided in the Condominium Documents as fully as though the Condominium were never terminated, and the obligation to make such payments shall be enforceable by all of the remedies provided for in this Declaration, including a lien on the Land, including the portion now designated as Units.

### 30.2. Manner of Termination

This Declaration may be terminated by the affirmative written consent of all of the following:

- (a) Owners owning eighty percent (80%) of the Units then part of the Condominium;
- (b) Developer, if Developer owns a Unit or has the right to add an additional Phase or Phases to the Condominium; and
- (c) all Listed Mortgagees (which cannot unreasonably withhold their consent) then holding mortgages encumbering Units in the Condominium;

provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose. In the event of terminating this Declaration in order to merge the Condominium with one or more condominiums located in Heritage Greens, this Declaration may be terminated as herein provided except that the consent of mortgagees which may not be unreasonably withheld shall be required only if required by the Act as amended from time to time.

### 30.3. Ownership of Common Elements

In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Owners, pro rata, in accordance with the percentage each Owner shares in the Common Elements, as provided in this Declaration; provided, however, each Owner shall continue to be responsible and liable for his share of the Annual Assessment and any

Special Assessments and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective percentage shares of the Owners thereof as tenants in common.

### 31. LIMITED COMMON ELEMENTS

#### 31.1. Air Conditioning Equipment

All air conditioning equipment located outside the Units for the exclusive use of the Unit served thereby, including, but not limited to, the compressors, coolant lines, drip pans and runoff lines, shall be Limited Common Elements and shall be maintained, repaired and replaced by the Owner of the Unit served thereby in accordance with Article 18 hereof.

### 32. ACQUISITION OF REAL PROPERTY BY THE ASSOCIATION

The Association is authorized to enter into and has entered into a Grant of Easement and Easement Agreement with the Developer and Crestview Villas at Heritage Greens Association, Inc. recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of the County to acquire the right to use the Crestview Recreation Area for the benefit of the members of the Association. Except as set forth above and as otherwise permitted in subsections 718.111(8) and (9) and Section 718.114 of the Act, the acquisition of the title to real property by the Association must be approved by

- (i) a majority of the members of the Board; and
- (ii) a majority of the members of the Association present in person or by proxy at a members meeting of the Association (the members may act by written agreement in lieu of a meeting in accordance with Section 3.5 of the By-Laws).

### 33. SALES, LEASES AND CONVEYANCES

In order to assure a community of congenial and responsible residents and thus protect the value of the Units, the sale, leasing and transfer of Units shall be subject to the following provisions:

#### 33.1. Sale, Lease or Transfer

No Owner may sell, lease or transfer (except to the spouse, parents or children of such Owner) his Unit without approval of the Association, which approval shall be obtained in the following manner:

##### 33.1.1. Notice to Association

Each and every time an Owner ("Offeror") intends to sell, lease or transfer his Unit or any interest therein ("Offering"), he shall

give written notice to the Association of such intention ("Transfer Notice") together with the name and address of the intended purchaser, lessee or transferee, the terms of such purchase, lease or transfer, together with a copy of the purchase agreement or lease and such other information as the Association may reasonably require on forms supplied by the Association. The giving of the Transfer Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser, lessee or transferee, produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Transfer Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

#### 33.1.2. Association's Election

Within thirty (30) days after receipt of the Transfer Notice, the Association shall either approve the Offering ("Approval") or, except as provided below to the contrary, furnish a purchaser, lessee or transferee approved by the Association and give notice thereof to the Offeror who will accept the sale, lease or transfer to the substitute purchaser, lessee or transferee furnished by the Association upon terms as favorable to the Offeror as the terms stated in the Transfer Notice; except that the purchaser, lessee or transferee furnished by the Association may not have less than thirty (30) days subsequent to the date of his approval within which to complete the sale or lease of Offeror's Unit. Offeror shall be bound to consummate the transaction with such purchaser, lessee or transferee as may be approved and furnished by the Association. If the Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two (2) officers of the Association, and shall be delivered to the purchaser, lessee or transferee of the Offeror. Notwithstanding anything contained herein to the contrary, in the event the Offeror does not wish to consummate the proposed Offering with any purchaser, lessee or transferee other than the purchaser, lessee or transferee named in the Transfer Notice, then the Offeror shall state such in the Transfer Notice ("Restricted Transfer Notice") and the Association, within thirty (30) days after receipt of the Restricted Transfer Notice, shall either grant approval in the manner set forth above or deny approval by furnishing notice of such denial to the Offeror, of the purchaser, lessee or transferee named in the Restricted Transfer Notice. In the event the Association denies approval of the purchaser, lessee or transferee

named in the Restricted Transfer Notice, then the Offering shall not be consummated unless and until the Offeror submits another Transfer Notice or Restricted Transfer Notice to the Association and the new proposed purchaser, lessee or transferee is approved by the Association or, if not restricted by the Offeror in such Transfer Notice, the Association furnishes a substitute purchaser, lessee or transferee in the manner set forth above. In the case of a Transfer Notice which is not a Restricted Transfer Notice, failure of the Association to either grant approval or to furnish a substitute purchaser, lessee or transferee within thirty (30) days after the Transfer Notice is received; or, in the case of a Restricted Transfer Notice, failure of the Association to deny Approval within thirty (30) days after the Restricted Transfer Notice is received, shall constitute Approval; and the Association shall be required to prepare and deliver to the purchaser, lessee or transferee named in the Transfer Notice or the Restricted Transfer Notice, as the case may be, a written Approval in recordable form signed by two (2) officers of the Association. If the Transfer Notice is not given to the Association, then at any time after receiving knowledge of the sale, lease or transfer, the Association may, at its election, approve or disapprove the sale, lease or transfer. The Association shall proceed as if it had been given the required Transfer Notice on the date of receiving such knowledge except that if the sale or other transfer of title has closed, then the Association shall proceed as set forth in Section 33.2.1. hereof.

### 33.1.3. Security Deposits

The Association shall not require a security deposit as a condition to the leasing of a Unit.

## 33.2. Acquisition by Gift, Devise, Inheritance or Otherwise

### 33.2.1. Notification of Acquisition

Any person(s) (except the spouse, parents or children of an Owner) who has obtained a Unit by gift, devise, inheritance or by any other method not heretofore considered or by sale or transfer for which no Transfer Notice was provided to the Association in accordance with Paragraph 33.1 hereof shall give to the Association notice ("Acquisition Notice") of the fact of obtaining such Unit, together with:

- (i) such information concerning the person(s) obtaining the Unit as may be reasonably required by the Association; and
- (ii) a certified copy of the instrument by which the

Unit was obtained.

If the Acquisition Notice is not given to the Association, then at any time after receiving knowledge of the gift, devise, inheritance or other transaction, the Association may, at its election, approve or disapprove the transaction or ownership. The Association shall proceed as if it had been given the required Acquisition Notice on the date of receiving such knowledge.

### 33.2.2. Approval by Association

Within thirty (30) days after receipt of the aforementioned Acquisition Notice and information, the Association must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person(s) receiving the same. The approval of the Association shall be in recordable form signed by any two (2) officers of the Association and delivered to the person (or any of them if there is more than one (1) person) obtaining title. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute Approval, following which the Association, through two (2) officers, shall prepare and deliver written Approval in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of by the Association advising the person (or any of them if there is more than one (1) person) obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy said Unit at its fair market value. The fair market value shall be determined by any of the following methods:

- (i) by three (3) appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person(s) holding title and one (1) by the two (2) appraisers just appointed;
- (ii) upon mutual agreement by the purchaser and person(s) holding title; or
- (iii) by one (1) appraiser mutually agreed upon by the purchaser and the person(s) holding title.

Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person (or any of them if there is more than one (1) person) holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Unit in accordance with the terms of this

**Declaration.****33.2.3. Approval by Default**

If the Association shall fail to provide a purchaser within thirty (30) days from receipt of the aforementioned Acquisition Notice and information, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage of title by gift, devise, inheritance or other transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) officers of the Association.

**33.3. Rights of Institutional Mortgagee in Event of Foreclosure**

Upon becoming the owner of a Unit through foreclosure or by deed in lieu of foreclosure, an Institutional Mortgagee, or whomsoever shall acquire title to a Unit as the result of a foreclosure sale by an Institutional Mortgagee, shall not require the approval of the Association as to its ownership of such Unit and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Unit, including the fee ownership thereof, without prior offer to or approval by the Association, and the provisions of Paragraphs 33.1 and 33.2 of this Article 33 shall not apply to such persons. It is the intent hereof to provide that an Institutional Mortgagee, upon becoming the Owner of a Unit under the conditions set forth in the preceding sentence, is not required to have its ownership in a Unit approved by the Association and that it is also free from the other restrictions of Paragraphs 33.1 and 33.2 of this Article 33.

**33.4. Fees for Processing Applications for Approval to Purchase or Lease.**

Whenever herein the Association's approval is required to allow the sale, lease or other transfer of an interest in a Unit, the Association may charge the Owner a fee for processing the application, such fee not to exceed \$50.00 per applicant, said fee to be paid upon submission of the application for approval. No fee may be charged for approval of the renewal or extension of a lease with the same tenant.



IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name by its general partner this 18th day of May, 1998.

WITNESSES:

DEVELOPER:

HERITAGE GREENS CONSTRUCTION LIMITED PARTNERSHIP, a Delaware limited partnership

By: RONTO CONSTRUCTION NAPLES, INC., a Florida corporation, as a general partner of Heritage Greens Construction Limited Partnership

By: A. Jack Solomon, President

Dated: 5/18/98

Shirley L. Calhoun  
Please Print Name

Janice M. Lamb  
Please Print Name

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, A. Jack Solomon, as President of RONTO CONSTRUCTION NAPLES, INC., a general partner of HERITAGE GREENS CONSTRUCTION LIMITED PARTNERSHIP, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation as a general partner of HERITAGE GREENS CONSTRUCTION LIMITED PARTNERSHIP, for the purposes therein expressed. He is personally known to me or produced n/a as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 18th day of May 1998.

Shirley L. Calhoun  
Notary Public  
State of Florida at L

SEAL

My Commission Expires

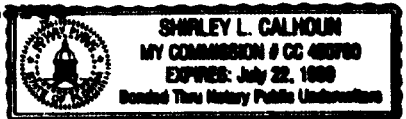


TABLE OF EXHIBITS

- |    |                               |  |
|----|-------------------------------|--|
| 1. | Exhibit A                     | Legal Description of Phase I Land                  |
| 2. | Exhibit B                     | Articles of Incorporation                          |
| 3. | Exhibit C                     | Bylaws   |
| 4. | Exhibit D                     | Description of Units in Phases<br>I through XX     |
| 5. | Exhibit E-I                   | Phase I Survey                                     |
| 6. | Exhibits E-II<br>through E-XX | Plot Plans and Surveys for<br>Phases II through XX |

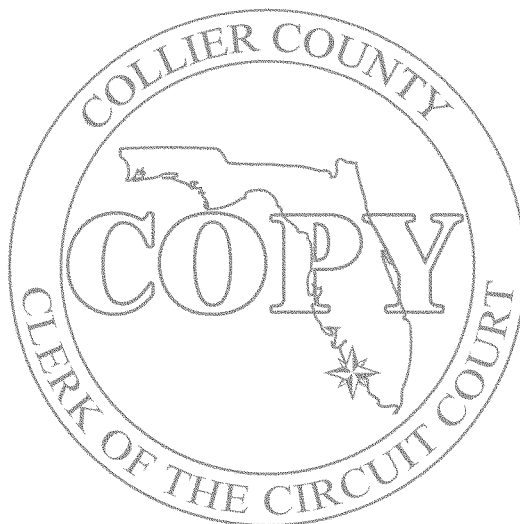


EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM OF  
CRESTVIEW CONDOMINIUM AT HERITAGE GREENS

LEGAL DESCRIPTION OF PHASE I LAND

Lot 13, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94 of the Public Records of Collier County, Florida.



# EXHIBIT B

## State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CRESTVIEW CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation, filed on November 7, 1997, as shown by the records of this office.

The document number of this corporation is N97000006308.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Seventh day of November, 1997



CR2EO22 (2-95)

*Sandra B. Martham*

Sandra B. Martham  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
CRESTVIEW CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation ("Articles"), certify as follows:

The terms contained in these Articles will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of Submission.

B. "Articles" mean these Articles of Incorporation of the Association and any amendments hereto.

C. "Assessment" means the share of funds required for the payment of Common Expenses which is assessed against an Owner, as more particularly described in a Declaration.

D. "Association" means Crestview Condominium at Heritage Greens Association, Inc., a Florida corporation not for profit, organized to administer the Condominium(s).

E. "Board" means the Board of Directors of the Association.

F. "Bylaws" mean the Bylaws of the Association and any amendments thereto.

G. "Common Elements" mean the portion of the Condominium Property not included in the Units, as more particularly described in a Declaration.

H. "Common Expenses" mean expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include but are not limited to:

- (i) expenses incurred in connection with the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance on the Condominium Property; and
- (ii) the Association's share of the Crestview Recreation Area Expenses; and
- (iii) any other expenses designated, not inconsistent with the Act, as Common Expenses from time to time by the Board.

I. "Condominium" means that portion of the real property and improvements thereon which is submitted to condominium ownership by the recording of a Declaration and any amendment thereto.

J. "Condominium Documents" means in the aggregate each Declaration, these Articles, the Bylaws, the Covenants, the Community Association Articles, the Community Association Bylaws, any rules or regulations promulgated by the Association or the Community Association and all the instruments and documents referred to therein and executed in connection with a Condominium.

condominium ownership pursuant to a Declaration and any amendments thereto and all improvements thereon, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with a Condominium, all as more particularly described in a Declaration.

L. "Community Association" means Heritage Greens Community Association, Inc., a Florida corporation not for profit, organized to administer Heritage Greens and having among its members all owners of single family lots, villas and condominium units in Heritage Greens.

M. "Community Association Articles" mean the Articles of Incorporation of the Community Association and any amendments thereto.

N. "Community Association Bylaws" mean the Bylaws of the Community Association and the amendments thereto.

O. "County" means Collier County, Florida.

P. "Covenants" means the Declaration of Covenants, Conditions and Restrictions for Heritage Greens recorded in Official Records Book 2337, Page 619 of the Public Records of the County and all amendments thereto.

Q. "Crestview Recreation Area" means Tract X of the Plat, which is located at the northeast corner of Crestview Way and Avian Court, and the improvements and personal property located thereon.

R. "Crestview Recreation Area Expenses" means the expenses for the operation, maintenance, repair or replacement of the Crestview Recreation Area, including but not limited to taxes and insurance incurred by the Crestview Villas at Heritage Greens Association, Inc., a Florida corporation not for profit, organized to administer Crestview Villas at Heritage Greens and the Crestview Recreation Area. Crestview Recreation Area Expenses shall not include reserves for capital expenditure and/or deferred maintenance.

S. "Declaration" means a Declaration of Condominium by which a Condominium is submitted by Developer to the condominium form of ownership, in accordance with the Act, and any amendments thereto.

T. "Developer" means Heritage Greens Construction Limited Partnership, a Delaware limited partnership, its successors, grantees and assigns. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

U. "Director" means a member of the Board.

V. "Heritage Greens" means the name given to the Planned Unit Development in which the Condominium is located and which is more particularly described in the Covenants.

W. "Institutional Lender" means "Institutional Lender" as defined in Paragraph 4.24 of a Declaration.

X. "Member" or "Members" mean a member or members of the Association.

Y. "Owner" means "unit owner" as defined in the Act and is the owner of a Unit.

Z. "Plat" means the Plat of Heritage Greens recorded in Plat Book 28, pages 78-94, of the Public Records of Collier County, Florida.

AA. "Purchaser Members" means each Member of the Association other than Developer.

BB. "Submission" means the recording of the first Declaration amongst the Public Records of the County.

CC. "Total Units" mean the number of Units planned to be contained in the Condominium(s) to be administered by the Association.

DD. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

EE. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

FF. "Voting Interests" mean the voting rights distributed to Members pursuant to a Declaration.

#### ARTICLE I NAME

The name of this Association shall be CRESTVIEW CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC., whose present address is 277 North Collier Boulevard, Marco Island, Florida 34145.

#### ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop Crestview Condominium at Heritage Greens ("Condominium I") on property (the "Land") it owns or will own in the County which is more particularly described on Exhibits "A" and E-II through E-XX to the Declaration of Condominium for Condominium I. Developer intends to develop Condominium I as a "phase condominium" as contemplated by Section 718.403 of the Act which is planned to consist of "Phase I" and "Phases II through XX" if, as and when amendments adding Phases II through XX to Condominium I are recorded by Developer.

1. To the extent that any portion of the land for additional Phases is not added to Condominium I but is submitted to the condominium form of ownership as a separate Condominium, it is intended that this Association shall be responsible for operating any and all such Condominiums in addition to Condominium I and that each Owner of a Unit therein shall be a Member of this Association unless provided otherwise by Developer in the Declaration for such Condominium.

2. Each Condominium administered by this Association shall be administered in accordance with the applicable Declaration, these Articles and the Bylaws.

B. The purpose for which this Association is organized is to maintain, operate and manage the Condominium(s) and to operate, lease, trade, sell and otherwise deal with the improvements located therein now or in the future in accordance with the Condominium Documents and the Act.

#### ARTICLE III POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association and to operate the Condominium pursuant to the Declaration and Bylaws, including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations

governing the use of the Condominium Property (including the Units and the Common Elements);

2. To make, levy, collect and enforce Assessments and any other charges and/or fees as provided in the Condominium Documents against Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium(s), and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property; and

7. To carry out the Association's duties and obligations under the Covenants, if any.

8. To appoint, at least annually, one member of the Association to serve as the Association's voting representative to the Community Association.

ARTICLE IV  
MEMBERS

The qualification of Members of the Association, the manner of their admission to membership ("Membership"), the manner of the termination of such Membership and the manner of voting by Members shall be as follows:

A. Until Submission, the Membership of this Association shall be comprised solely of Developer.

B. Upon Submission, the Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Except as set forth above, Membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or an instrument of conveyance amongst the Public Records of the County whereupon the Membership of the prior Owner shall terminate as to that Unit. New Members shall deliver to the Association a true copy of the deed or other instrument of conveyance to the Unit.

D. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Unit.

E. If, as and when a Condominium other than Condominium I is submitted to condominium ownership, membership in this Association shall be divided into classes, with the Owners in each Condominium constituting a separate class ("Class") designated by a numeral denoting the sequence in which the Condominium was submitted to condominium ownership. For example, the Owners of the first Condominium submitted to condominium ownership through recordation of a Declaration would be "Class 1 Members."

F. The following provisions shall govern the right of each Member to



vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Unit, which shall be exercised and cast in accordance with the Declaration and the Bylaws, and if there is more than one (1) Owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person, such Owners, collectively, shall be entitled to only one (1) vote in the manner determined by the Declaration.

2. All of the Members of this Association shall vote thereon as one body, without distinction as to Class on matters which pertain to all of the Condominiums.

3. On matters pertaining exclusively to a Condominium or Class of Members, only the affected Class shall vote thereon.

4. On matters which pertain to one or more Classes of Members but not to all of such Classes, or which pertain to each Class of Members, but to each such Class in a different degree or different manner, then each Class of Members affected thereby shall vote separately as a Class thereon.

5. Subject to the provisions of Paragraphs F.1, 2, 3 and 4 hereof, the Board shall determine whether a matter which is subject to a vote of the Members shall be voted on by Classes or by the entire Membership of this Association as a whole. In the event of a deadlock on the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

6. A quorum of the Members or Class of Members shall consist of the persons entitled to cast one third (1/3rd) of the votes. There shall be no quorum requirements for the election of the Board; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors.

ARTICLE V  
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI  
INCORPORATOR

The name and address of the Incorporator of these Articles is as follows:  
A. Jack Solomon, 277 North Collier Boulevard, Marco Island, Florida 34145.

ARTICLE VII  
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as the Board deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Election" (as defined in Section 3.11 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held

by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

# ARTICLE VIII FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Angela E. Lesperance
Vice President	Mark S. Taylor
Secretary	Karen E. Welks
Treasurer	Karen E. Welks

# ARTICLE IX BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" and all Boards elected prior to the "Majority Election Date" (as such terms are hereinafter defined) shall be three (3). The number of Directors on the Board thereafter shall be determined by the Board from time to time but shall not be less than three (3).

B. The names and addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESS
Angela E. Lesperance	277 North Collier Boulevard Marco Island, Florida 34145
Mark S. Taylor	277 North Collier Boulevard Marco Island, Florida 34145
Karen E. Welks	277 North Collier Boulevard Marco Island, Florida 34145

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove and replace any Director designated by Developer in accordance with these Articles.

C. Once fifteen percent (15%) of the existing and planned Units in any Condominium (including Units which may be located in future phases thereof as contemplated in the applicable Declaration provided Developer still holds the right to submit such future phases to condominium ownership), have closed ("15% Date"), then Purchaser Members shall be entitled to elect by plurality vote one-third (1/3) of the Directors, which election shall take place on the date set in accordance with Paragraph H hereof ("Initial Election Date"). Developer shall designate the remaining Directors of the Board on the Initial Election Date. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election or designation and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Election, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Election until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

D. Purchaser Members are entitled to elect not less than a majority of the Directors upon the happening of any of the following events, whichever

shall first occur:

1. Three (3) years after fifty percent (50%) of the Total Units have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

2. Three (3) months after ninety (90%) percent of the Total Units have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

3. When all of the Total Units have been completed (as evidenced by the issuance of a Certificate of Occupancy for all of same) and some have been conveyed to Purchaser Members and none of the others are being offered for sale by the Developer in the ordinary course of business; or

4. When some of the Total Units have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

5. Seven (7) years after Submission; or

6. When Developer, as Developer has the right to do at any time, upon written notice to this Association, relinquishes its right to designate a majority of the Board.

E. The election of not less than a majority of the Directors by Purchaser Members shall occur on a date to be set by the Association for such purpose ("Majority Election Date").

F. On the Majority Election Date, by plurality vote, Purchaser Members shall elect all but one (1) of the Directors and Developer, until the "Developer's Resignation Event" (as hereinafter defined), shall be entitled to designate the remaining one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to remove and to name the successor, if any, to any Director Developer has so designated.

G. The Board shall continue to be elected by the Purchaser Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Election, until Developer is no longer entitled to appoint a member to the Board.

H. Within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be, in accordance with the Act and the Bylaws, the Association shall send all its Members a written notice setting the Initial Election Date or the Majority Election Date, as the case may be. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

I. After the Majority Election Date, Developer shall be entitled to elect one (1) Director as long as Developer holds at least five percent (5%) of the Units in a Condominium for sale in the ordinary course of business. However, Developer may at any time, in its sole discretion, upon written notice to the Association relinquish its right to elect one (1) Director. The termination of Developer's right to elect one (1) Director because Developer no longer holds at least five percent (5%) of the Units in a Condominium or Developer's voluntary relinquishment of such right by Developer is herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of the Developer's designated Director. This successor Director shall serve until the next Annual Members' Election and until his successor is elected and qualified.

J. At each Annual Members Election held subsequent to the year in which the Developer's Resignation Event occurs, each Director shall be elected by plurality vote of the Members.

K. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one body.

L. To the extent permitted by law, the resignation of a Director or an officer of the Association named in these Articles, the resignation of a Director who has been elected or designated by Developer and the resignation of an officer of the Association or has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.

#### ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses of the Condominium(s).
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within the Condominium(s).
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium(s).
- E. Making and amending rules and regulations with respect to the Condominium(s).
- F. Enforcing by legal means the provisions of the Condominium Documents.
- G. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.
- H. Paying taxes and assessments which are or may become liens against the Common Elements of the Condominium(s) and assessing the same against Units, the Owners of which are responsible for the payment thereof.
- I. Purchasing and carrying insurance for the protection of Members and

the Association against casualty and liability in accordance with the Act and the Condominium Documents.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of the Condominium(s) and not billed directly to Owners of the individual Units.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(1) of the Act, for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(1) and 718.1255 of the Act are incorporated by reference herein.

M. To appoint, at least annually, one Member of the Association to serve as the Association's voting representative to the Community Association.

N. To carry out the Association's duties and obligations under the Covenants.

O. All other powers and duties reasonably necessary to operate and maintain the Condominium(s) in compliance with the Condominium Documents and the Act.

#### ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and paralegals' fees and any sales tax due thereon (at all trial and appellate levels and post-judgment proceedings) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

#### ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an "Annual Members' Meeting" (as defined in Section 3.2 of the Bylaws) or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

#### ARTICLE XIII AMENDMENTS

A. Prior to Submission, these Articles may be amended by an instrument in writing signed by Developer and all of the Directors on the First Board and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or

Articles being amended and give the exact language of such amendment. A certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to a Declaration upon the recording of such Declaration unless a certified copy of the Articles as restated to include each such amendment is attached to Declaration as an exhibit thereto. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After Submission, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members;

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon;

4. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment (or the Articles as restated to include the amendment) shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of the County.

E. Notwithstanding the foregoing provisions of this Article XIII, to the extent permitted by the Act, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer for so long as Developer holds at least one (1) Unit for sale in the ordinary course of business or owns a portion of the Land which has not yet been submitted to condominium ownership; or (ii) any Institutional Lender or guarantor or insurer of a first mortgage without the prior written consent of such Institutional Lender, guarantor or insurer, as the case may be.

#### ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 277 North Collier Boulevard, Marco Island, Florida 34145 and the initial registered agent of the Association at that address shall be A. Jack Solomon.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 5th day of November, 1997.

  
A. JACK SOLOMON

The undersigned hereby accepts the designation of Registered Agent of Crestview Condominium at Heritage Greens Association, Inc. as set forth in Article XIV of these Articles and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act, including specifically Sections 617.0501 and 617.0502.

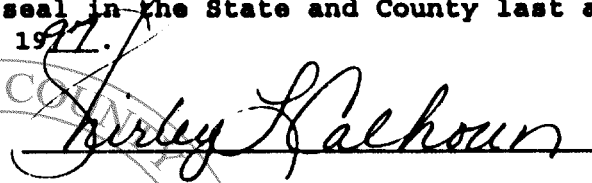
  
A. JACK SOLOMON

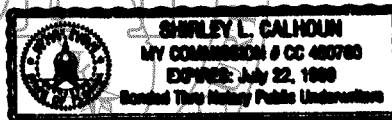
STATE OF FLORIDA           )  
  SS.:  
COUNTY OF COLLIER       )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared A. JACK SOLOMON, to me known to be the person described as the Incorporator in and who executed the foregoing Articles and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or produced n/a as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of November, 1997.

(SEAL)

  
Notary Public  
State of Florida at Large  
My Commission Expires:



# EXHIBIT C

## BYLAWS OF CRESTVIEW CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC.

### Section 1. IDENTIFICATION OF ASSOCIATION

These are the Bylaws of CRESTVIEW CONDOMINIUM AT HERITAGE GREENS ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering Crestview Condominium at Heritage Greens ("Condominium I") and any other "Condominium" constructed on one or more of the additional "Phases" unless provided otherwise by "Developer" in the "Declaration" for such Condominium within the community known as Heritage Greens in Collier County ("County"), Florida (as such terms are defined in the Articles of Incorporation of the Association).

1.1 The office of the Association shall be for the present at 3185 Horseshoe Drive South, Naples, Florida 34104, and thereafter may be located at any place in the County designated by the Board.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not For Profit."

### Section 2. DEFINITIONS

All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes, 1976 as amended through the date of "Submission" (as defined in the Articles) and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall have initial capital letters each time that such terms appear in these Bylaws.

### Section 3. MEMBERSHIP; MEMBERS' MEETINGS; VOTING; PROXIES; AND ELECTION OF DIRECTORS

3.1 The qualification of Members, the manner of their admission to Membership and the termination of such Membership shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Association or at such other place in the County, at such time and on such day between November 1 and December 31 of each year as determined by the Board and as designated in the notice of such meeting ("Annual Members' Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers and transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Members or Class of Members, as the case may be, shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from



one-third (1/3) of the Members or Class of Members, as the case may be. A special meeting may also be called in accordance with the provisions of the Act, including but not limited to, paragraphs 718.112(2)(e) and (k) of the Act. Unless specifically stated otherwise herein, the provisions of these Bylaws pertaining to meetings of Members shall also be applicable to meetings of a Class of Members.

3.4 Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Members or of a Class of Members) shall be mailed to each Member entitled to vote at his last known address as it appears on the books of the Association. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of such meeting were mailed in accordance with the requirements of the Act and the Condominium Documents, to each Owner at the address last furnished to the Association. The notice shall state the time and place of such meeting and list the agenda items for the meeting. Unless a Member waives in writing the right to receive notice of the Annual Members' Meeting, written notice shall be mailed to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the Annual Members' Meeting. Notice of the Annual Members' Meeting shall be posted at a conspicuous place on the Condominium Property at a place on the Condominium Property of each Condominium as more specifically delineated in a rule promulgated by the Board, at least fourteen (14) continuous days prior to the meeting. However, if there is no Condominium Property or Association property upon which notices can be posted, this requirement does not apply. Written notice of a special meeting of the Members shall be mailed not less than ten (10) days prior to the date of a special meeting. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Condominium Documents (provided the express provision of Condominium Documents are in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Section 3.4, then such express provision shall govern.

3.5 The Members or Class of Members may waive notice of special meetings and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members or Class of Members at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members or Class of Members, as the case may be, provided a quorum of the Members or Class of Members, as the case may be, submits a response. However, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6 A quorum of the Members shall consist of persons entitled to cast one third (1/3) of the votes of the entire Membership. A quorum of a Class of Members shall consist of persons entitled to cast one-third (1/3) of the votes of such Class of Members. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express

provision of the Act or Condominium Documents, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Members or Class of Members cannot be properly held because a quorum is not in attendance, a majority of the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes report.

3.9 Voting rights of Members shall be as stated in the Declaration and the Articles. If and when more than one (1) Condominium has been submitted to condominium ownership, a Class of Members shall be created for Owners in each Condominium. All Classes of Members shall vote in the manner stated in Article IV of the Articles. Such votes may be cast in person or by Proxy subject to the limitations hereinafter set forth. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than permitted by the Act. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy. Except as specifically otherwise provided herein, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2 of the Act; for votes taken to waive financial statement requirements as provided by Section 718.111(14) of the Act; for votes taken to amend the Declaration pursuant to Section 718.110 of the Act; for votes taken to amend the Articles or these Bylaws and for any other matter for which the Act requires or permits a vote of the Members. No proxy, limited or general, shall be used in the election of Directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this paragraph, Members may vote in person at Members' meetings.

3.10 Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members or Class of Members, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.11 Subject to the provisions of Article IX of the Articles, Members annually shall elect members of the Board to fill a vacancy caused by an expiration of a term of office, as set forth in the notice of the annual Members' election ("Annual Members' Election") at the time and place at which the Annual Members' Meeting is scheduled to occur, regardless of whether a quorum is present for the Annual Members' Meeting. A special Members' election shall be called to fill a vacancy caused by recall of a Board member or turnover of control by Developer if the election cannot be held on the date of the Annual Members' Meeting

("Special Members' Election"). A Special Members' Election shall occur in conjunction with a duly called Special Meeting of the Members regardless of whether a quorum is attained for the meeting. Unless specifically stated otherwise herein, the provisions of these Bylaws pertaining to the Annual Members' Election shall also be applicable to the Special Members' Election.

3.12 Written notice of the Annual Members' Election shall be mailed to each Member at his last known address as it appears on the books of the Association. A first notice of the date of the Annual Members' Election shall be mailed to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association. Proof of such mailing shall be given by either:

- (i) affidavit of the person who mailed such first notice;
- (ii) post office certificate of mailing; or
- (iii) such other method as may be required by the Act.

The first notice shall state the time and place of the Annual Members' Election and the purpose of the Annual Members' Election (i.e., electing a specified number of members of the Board).

3.13 Any Member or other eligible person desiring to be a candidate for the Board shall give "written notice" to the Association not less than forty (40) days before the scheduled election. If the candidate so desires, he may submit to the Association, a one page, 8-1/2" by 11" one-sided candidate information sheet describing the candidate's background, education and qualifications as well as such other factors he deems relevant. If the information sheet is furnished to the Association not less than 35 days before the election, the Association shall include the information sheet with the second notice of the election. "Written notice" as used in this Section 3.13 means by:

- (i) certified mail, return receipt requested, directed to the Association;
- (ii) personal delivery to the Association; or
- (iii) regular U.S. mail, facsimile, telegram or other method of delivery to the Association.

Upon receipt of any written notice by personal delivery, the Association shall issue a written receipt acknowledging delivery of the written notice.

3.14 Together with the written notice and agenda as set forth in Section 3.4 hereof, the Association shall mail or deliver in accordance with the Act a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Accompanying the ballot shall be an outer self-addressed envelope addressed to the person or entity authorized to receive the ballots and an inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the Unit numbers being voted, the name of the authorized voter and shall contain a signature line for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner envelope and seal that envelope. The inner envelope shall then be placed within the outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot and if a person is entitled to cast more than one ballot, separate inner envelopes shall be used for each ballot. The voter shall sign the

exterior of the outer envelope in the space provided for his signature. The outer envelope shall either be mailed or hand delivered to the Association.

3.15 A written ballot shall indicate in alphabetical order by surname, each and every Member or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association in accordance with the Act before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. The failure of the written ballot to indicate the name of each eligible candidate who gave written notice in the manner prescribed herein shall render any election so held null and void. No ballot shall indicate which candidates are incumbents on the Board. A ballot shall not contain a section providing for the signature of a voter. All ballot forms shall be uniform in color and appearance. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Act.

3.16 Any envelopes containing ballots not prevalidated as provided in Section 3.17 below shall be collected by the Association and shall be transported to the location of the Annual Members' Election. Additional blank ballots shall be available at the meeting for eligible voters who have not yet cast their votes as set forth in Section 3.18 hereof. An "impartial" committee appointed by the Board shall validate and process the ballots. The term "impartial" as used in Sections 3.16 and 3.17 of these Bylaws shall mean a committee whose members do not include any of the following members or their spouses:

- (i) current Board members;
- (ii) officers; and
- (iii) candidates for the Board.

At the meeting, as the first order of business ballots not yet cast shall be collected and then the signatures and Unit identifications on the outer envelopes shall be checked against the list of qualified voters. The voters shall be checked off on the list as having voted. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. All inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon commencement of the opening of the outer envelopes, no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Members. Any inner envelope containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots shall be retained as part of the official records of the Association.

3.17 The Association may validate and process ballots in advance of the Annual Members' Election as hereinafter provided. In accordance with the Act, on the date of the election, an "impartial" committee designated by the Board may, at a duly noticed meeting of the committee open to all members of the Association, check the signatures and Unit identifications on the outer envelopes against the list of qualified voters. At the committee meeting, the voters shall be checked off on the list as having voted. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. All such envelopes and ballots shall be part of the official records of the Association.

3.18 The Association shall have available additional blank ballots for distribution to the voters as needed. Each ballot

distributed at the meeting shall be distributed with an outer self-addressed envelope and an inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate Unit numbers being voted and shall contain a signature line for the voter. Once the ballot is filled out, the voter shall place the completed ballot in the inner envelope and seal the envelope. The inner envelope shall then be placed within the outer envelope and the outer envelope shall then be sealed.

3.19 An election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board to be filled. If the number of candidates is equal to or less than the number of vacancies, then the Association shall announce the new Directors at the Annual Members' Meeting, and all candidates take office as Directors immediately following the adjournment of the Annual Members' Meeting.

3.20 A voter who requires assistance to vote by reason of disability, blindness, or inability to read or write, may request the assistance of any member of the Board or any Member to assist in the casting of his vote.

3.21 Notwithstanding Section 3.6 hereof, there shall be no quorum requirement for the Annual Members' Election or a Special Members' Election; provided, however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors.

3.22 In the event of a conflict between (a) the provisions of these Bylaws regarding election of Directors; and (b) the Act and/or the Florida Administrative Code, the Act and/or the Florida Administrative Code shall control.

#### Section 4. BOARD OF DIRECTORS; DIRECTORS' MEETINGS; COMMITTEES

4.1 The form of administration of the Association shall be by a Board of not less than three (3) Directors. Directors need not be Members of the Association.

4.2 The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference. Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members at a properly held Annual Members' Election or Special Members' Election.

4.3 Subject to Section 4.5 below and the rights of Developer as set forth in the Articles and as set forth in Section 4.5(c) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors then in office. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Election. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members and thereafter, until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein.

4.4 The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members' Election and thereafter, until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein.

4.5 (a) A Director elected by the Purchaser Members

("Purchaser Director"), as provided in the Articles, may be removed from office with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. Additional procedures and requirements are set forth in Section 718.112 (2)(k) of the Act and Chapter 61B-23 of the Florida Administrative Code for removal or recall of Directors.

(b) Vacancies caused by the removal of a Purchaser Director pursuant to Section 4.5(a) above shall be filled in accordance with the Act and the Florida Administrative Code.

(c) A Director on the First Board or designated by Developer as provided in the Articles may be removed only by Developer in its sole discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name successors to fill any vacancies occurring for any reason on the Board among Directors on the First Board or designated by Developer, and Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.6 The organizational meeting of the newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

4.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time, agenda and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director. Notice of all Board meetings shall be posted conspicuously on the Condominium Property at the location determined as hereinafter set forth and shall be posted at least forty-eight (48) continuous hours in advance except in an emergency. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice of a meeting where nonemergency Special Assessments or amendments to rules regarding unit use will be considered, shall be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Proof of such mailing or delivery not less than fourteen (14) days prior to the meeting shall be given by affidavit by the person providing the notice and filed among the official records of the Association or by such other method as may be required by the Act. Upon notice to the Members, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association property upon which all notices of Board meetings shall be posted. If there is

no Condominium Property or Association property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to each Member.

4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Condominium Documents. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11 Directors shall not receive any compensation for their services.

4.12 Meetings of the Board at which a quorum of the members is present shall be open to all Members. The right of a Member to attend such meetings includes the right of the Member to speak at such meetings with reference to all designated agenda items. A Member does not have the right to speak with reference to items not specifically designated on the agenda, but the Board may permit a Member to speak on such items. The Board may adopt reasonable rules governing the frequency, duration and manner of Members' statements. Any Member may tape record or videotape meetings of the Board or Members' meetings; provided, however, that the equipment utilized does not produce distracting sound or light emissions, subject to any rules which may be adopted by the Board governing placement, assemblage of audio and video equipment, prior notice to record the meeting and distraction resulting from moving about during recording of the meeting. However, the requirement that Board meetings be open to all Members is inapplicable to meetings between the Board and the Association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

4.13 The Board 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 Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. To the extent required by law, committee meetings shall be noticed and conducted in the same manner as provided for Board meetings in Sections 4.8, 4.9 and 4.12 hereof.

## Section 5. OFFICERS OF THE ASSOCIATION

5.1 The officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Secretary, a Treasurer and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to

time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Association.

5.2 The President, who shall be a Director, shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a condominium association. He shall preside at all meetings of the Board.

5.3 The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall be called upon in such order to exercise the powers and perform the duties of the President if he is absent or incapacitated.

5.4 The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.

5.6 Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association nor preclude the contracting with a Director or an officer for the management of the Condominium(s).

## Section 6. ACCOUNTING RECORDS; FISCAL MANAGEMENT

### 6.1 Accounting Records

(a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Units or their authorized representatives at reasonable times. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within sixty (60) days before the date of the inspection. The official records shall include accounting records for the Association which shall be maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to:

- (i) accurate, itemized and detailed records of all



receipts and expenditures;

- (ii) a current account, and a quarterly statement of the account for each Unit designating the name of the Owner thereof, the due date and amount of each Assessment, the amount paid upon the account, and the balance due; and
- (iii) an account indicating the Common Expenses allocated under the budget of the Association ("Budget") and the expenses of each kind actually incurred during the course of the fiscal year.

(b) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months or financial statements of the Association shall be prepared annually by an accountant or Certified Public Accountant in accordance with the requirements of the Act and the Florida Administrative Code and a copy thereof shall be furnished in accordance with the Act to each Member not later than the first day of April of the year following the year for which the report or financial statement is made. The report or financial statement shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

## 6.2 Budget

(a) The Board shall adopt a separate Budget for each Condominium for the Common Expenses of such Condominium and a Budget for the Association if the Association administers more than one (1) Condominium for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose during the month of November prior to the applicable Budget Year. Prior to the Budget Meeting, a proposed Budget for each Condominium and the Association, if required, shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense as applicable:

- (i) Administration of the Association
- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Rent for recreational and other commonly used facilities
- (vi) Taxes upon Association property
- (vii) Taxes upon leased areas
- (viii) Insurance
- (ix) Security provisions
- (x) Other expenses
- (xi) Operating capital

- (xii) Reserves for Capital Expenditures and Deferred Maintenance
- (xiii) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes
- (xiv) The Association's Share of Crestview Recreation Area Expenses

The Budget for each Condominium shall include the expenses applicable to such Condominium and the Condominium's share of expenses applicable to more than one (1) Condominium all in accordance with Section 6.4 hereof. The Budget for the Association, if required, will contain all items of expense which are applicable to more than one (1) Condominium, including but not limited to, the Association's share of the Crestview Recreation Area Expenses.

(b) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property in accordance with the requirements of the Act. The Budget for each Condominium and the Association shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The Budget for the Association shall also include, on an annual basis, the establishment of reserve accounts for the Association's pro rata share of the capital expenditures and deferred maintenance of the Crestview Recreation Area. The reserve accounts shall include, but not be limited to, roof replacement, pavement resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the estimated deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event a majority of the Members or any Class of Members, as applicable, present at a meeting at which a quorum of the Members or Class of Members is present elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be. However, prior to turnover of control of the Association by Developer to Unit Owners other than Developer pursuant to Section 718.301 of the Act, all Unit Owners, including Developer, may vote to waive the reserves for the first two years of the operation of the Association, after which time reserves may only be waived or reduced upon the vote of a majority of nondeveloper voting interests present at a duly called meeting of the Association.

(c) The Board shall mail or hand deliver to each Member at the Member's last address furnished to the Association, as reflected on the books and records of the Association a copy of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Proof of such mailing or delivery not less than fourteen (14) days prior to the meeting must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association. Failure to timely adopt a Budget for a Condominium shall not alter or abrogate the obligation to pay Common Expenses.

(d) In administering the finances of the Association, the following procedures shall govern:

- (i) the fiscal year shall be the calendar year;
- (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year;
- (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Common Expenses which cover more than such calendar year;
- (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and
- (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received.

Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.

(e) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration. However, the Association may borrow money to finance capital improvements, major projects such as repainting the buildings, purchases of real and personal property or for such other purposes as the Board deems appropriate.

(f) The Board may also include in the proposed Budget a sum of money as an assessment for the making of betterment to the Condominium Property and for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 6.3(a) hereof.

### 6.3 Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members' approval of a Budget requiring Assessments against the Members in excess of 115% of such Assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 6.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against Members or a Class of Members of an amount which is not greater than 115% of such Assessments for the prior year, the Budget shall be deemed approved by all Members subject thereto. If, however, the Assessments required to meet the Budget exceed 115% of the Assessments for the Membership or a Class of Members for the preceding year ("Excess Assessment"), then the provisions of Subsections 6.3(b) and (c) hereof shall be applicable. In determining whether an Assessment would be an Excess Assessment, certain expenses are excluded ("Excluded Expenses") as follows:

- (i) Reserves for repair or replacement of any portion of the Condominium Property;
- (ii) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and
- (iii) Assessments for betterment to the Condominium Property.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty (20) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Membership or a Class of Members, the Board shall call a special meeting to be held upon not less than ten (10) days' written notice to each Member, but to be held within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Members or a Class of Members shall consider and enact a Budget of Common Expenses. The adoption of the revisions to the Budget of Common Expenses shall require approval of not less than a majority of Voting Interests appurtenant to all Units in the Condominium affected thereby. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Common Expenses is enacted at said special meeting, then the revised Budget is adopted. If no written application is delivered as provided herein and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board is the final Budget and goes into effect as scheduled.

(c) Until the Majority Election Date the Board shall not impose an Excess Assessment without approval of a majority of the Voting Interests of Members.

#### 6.4. Allocation of Common Expenses and Determination of Annual Assessments

(a) The Budget for each Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of such Condominium. The procedure for the allocation of the expenses attributable to each Condominium, which are the Common Expenses of such Condominium, shall be as follows:

- (i) Expenses of the Association which are applicable to more than one Condominium (such as administrative expenses and the Association's share of the Crestview Recreation Area Expenses) shall be allocated by the Board amongst the Condominiums to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to each Condominium, the numerator of which is the number of Units within the particular Condominium to which such expenses

are being allocated and the denominator of which is the total number of Units in the various Condominiums to which such expenses are applicable.

- (ii) Expenses of the Association which are applicable to one (1) Condominium (such as, but not limited to, maintenance for the Common Elements of a particular Condominium) shall be allocated by the Board as a Common Expense solely of such Condominium.

(b) Notwithstanding the allocation to each Unit of its Annual Assessment, an Owner shall also be liable for any Special Assessments levied by the Board against his Unit as provided in the Condominium Documents.

#### 6.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

#### Section 7. RULES AND REGULATIONS

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium Property at any meeting of the Board, provided such rules and regulations are not inconsistent with Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

#### Section 8. PARLIAMENTARY RULES

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Condominium Documents or the Act. In the event of a conflict, the provisions of Condominium Documents and the Act shall govern.

#### Section 9. MANDATORY NONBINDING ARBITRATION OF DISPUTES

Internal disputes arising from the operation of the Condominium(s) among Members and the Association must be submitted to mandatory nonbinding arbitration prior to the institution of court litigation as more particularly set forth in Section 718.1255 of the Act.

#### Section 10. FIDELITY BONDING

Fidelity bonds are required for all persons who control or disburse funds of the Association in the principal sum of not less than set forth in Section 718.112(2)(j) of the Act for each such person.

#### Section 11. FINING PROCEDURE FOR ENFORCEMENT OF THE CONDOMINIUM DOCUMENTS.

### 11.1 Fines

A nonexclusive optional procedure for Board enforcement of the Condominium Documents, including the rules and regulations, shall be as follows:

#### 11.1.1 First Offense (1st Notice)

When the Association becomes aware of noncompliance with a rule or regulation by a Owner, family member, guest, invitee or lessee, it shall send a letter via certified or registered mail return receipt requested to the Owner advising him of the rule which he has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

#### 11.1.2 Second Offense (2nd Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may be not in excess of the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Owner by certified or registered mail, return receipt requested.

#### 11.1.3 Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a third offense may not be in excess of the maximum amount permitted by the Act.

#### 11.1.4 Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may request mandatory nonbinding arbitration as set forth in Section 9 hereof and thereafter may seek injunctive relief through court action.

### 11.2 Amount Of The Fines

(a) The amount of the fines may be increased or decreased by the Board in its sole discretion; provided, however, any such fines shall conform to the applicable requirements of the Act as to the maximum dollar amount of such fines as such maximum dollar amount may be increased or decreased by an amendment of the Act from time to time.

(b) A fine may be levied on the basis of each day a continuing violation, with a single notice and opportunity for hearing as set forth in the rules and regulations; provided, however, that no such fine shall in the aggregate exceed the maximum amount permitted by the Act.

### 11.3 Exemptions

Any Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstance.

### 11.4 Hearing

Before levying a fine against an Owner for failure to abide by

any provision of the Condominium Documents the Board shall:

(a) Afford the Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Owners after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provisions of the Condominium Documents which have allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Association.

In the event that the committee of Owners do not agree with the fine, a fine may not be levied.

(b) Provide an opportunity to the Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the committee of other Owners on all issues involved and shall have an opportunity to review, challenge and respond to any other material being considered.

#### 11.5 Other Remedies

The existence of the Association's right to fine as herein provided shall not (subject to the provision of Section 9 hereof) preclude nor limit its right to seek any other enforcement method or remedy

- (i) pursuant to the Condominium Documents;
- (ii) at law; or
- (iii) in equity.

#### Section 12. AMENDMENTS OF THE BYLAWS

12.1 These Bylaws may be amended by the affirmative vote of not less than a majority of the votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the Membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

12.2 An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

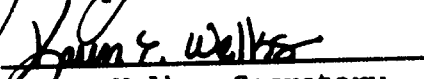
12.3 No modification or amendment to these Bylaws shall be adopted which shall abridge, amend or alter the rights of:

- (i) Developer, without the prior written consent thereto by Developer for so long as Developer holds at least one (1) Unit for sale in the ordinary course of business or has the right to submit any Phase to condominium ownership; or

- (ii) any Institutional Lender or guarantor or insurer of a first mortgage without the prior written consent of such Institutional Lender, guarantor or insurer, as the case may be.

CRESTVIEW CONDOMINIUM AT HERITAGE  
GREENS ASSOCIATION, INC.

BY:   
Angela Lesperance, President

ATTEST:   
Karen Welks, Secretary

(SEAL)

Heritage\COMDO\BYLAMS.328





EXHIBIT D  
TO DECLARATION OF CONDOMINIUM OF  
CRESTVIEW CONDOMINIUM AT HERITAGE GREENS

A. Description of Units in each Phase

Unit Type (Note 1)	Number of Units (Note 2)	Number of Bedrooms (Note 3)	Number of Bathrooms (Note 3)
Type I and Type I Reverse (1st Floor)	2	3 (Note 4)	2
Type II and Type II Reverse (2nd Floor)	2	3 (Note 4)	2
Total Number of Units	4		

Note 1: Unit Type I Reverse is the reverse of Unit Type I; Unit Type II Reverse is the reverse of Unit Type II. The Unit numbers for all Units in Phase I are set forth on Exhibit E-I hereto. The Unit numbers for Units in future Phases will be set forth in a Phase Survey attached to an amendment to this Declaration adding such Phase. First Floor Units are Type I or Type I Reverse. Second Floor Units are Type II or Type II Reverse. The Unit Type for each Unit can be determined from the Unit number. Unit numbers such as 13A, 14A, etc. are Type I Reverse. Unit numbers such as 13D, 14D, etc. are Type I. Unit numbers such as 13B, 14B, etc. are Type II Reverse. Unit numbers such as 13C, 14C, etc. are Type II.

Note 2: Developer can vary the number of Units and types of Units in Phase I as set forth in Paragraphs 5.3 and 5.4 of the Declaration. These designations do not prohibit the combining of two (2) or more Units in one (1) Unit or, if combined, the subsequent severance of those Units into their component parts, provided that the foregoing are done in accordance with this Declaration.

Note 3: These designations do not prohibit rooms in a Unit from being combined, nor do they prevent any use of any room in any manner which is otherwise lawful, nor do they prevent the conversion of any room into a bedroom or another use. Each Unit type shall have at least two (2) bedrooms and two (2) bathrooms, but not more than four (4) bedrooms and four (4) bathrooms.

Note 4: One of the bedrooms could be converted into a den.

	APPROXIMATE NUMBER OF SQUARE FEET of air conditioned space in each Unit **			APPROXIMATE NUMBER OF SQUARE FEET of space which is not air conditioned in each Unit *		
	Developer's Plan	Minimum	Maximum	Developer's Plan	Minimum	Maximum
Phase I Type I and Type I Reverse (1st Floor)	1,605	1,500	1,700	381	250	500
Type II and Type II Reverse (2nd Floor)	1,634	1,500	1,750	560	350	800

- \* The terraces for each Unit are screened and are not air conditioned unless enclosed by a Unit Owner. In such event, the square footages of air conditioned and not air conditioned space will vary accordingly.
- \*\* While Developer intends that Units will have the approximate number of square feet shown under the heading, Developer's Plan, Developer reserves the right to include Units ranging in size between the minimum and maximum set forth above.

EXHIBIT E-I  
TO  
DECLARATION OF CONDOMINIUM OF  
CRESTVIEW CONDOMINIUM AT HERITAGE GREENS

Plot Plan, Survey and Graphic Description  
of Improvements for Phase I



BBL  
SURVEYORS & MAPPERS INC.  
1502-A RAIL HEAD BLVD.  
NAPLES, FLORIDA 34110  
TEL. 941-597-1315  
FAX 941-597-5207

**CRESTVIEW CONDOMINIUM AT HERITAGE GREENS,  
PHASE I  
(BUILDING #13)  
SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION**

THE UNDERSIGNED LAND SURVEYOR HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING CRESTVIEW CONDOMINIUM AT HERITAGE GREENS, PHASE I IS SUBSTANTIALLY COMPLETE SO THAT THE DECLARATION OF CONDOMINIUM TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITIES SERVICES, AND ACCESS TO BUILDING #13, AND COMMON ELEMENT FACILITIES SERVING BUILDING #13 HAVE BEEN SUBSTANTIALLY COMPLETED

  
05/01/98  
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)  
BBL SURVEYORS & MAPPERS INC., (L.B. #6753)

(HGT/CERT SAM)

EXHIBIT E-I

# LEGEND

SIR	SET 5/8" IRON ROD L.B. 06753
SBM	SET BRILL HOLE
PCP	FOUND P.H. NAIL & BRASS DISK O.P.E. L.S. 04760
PCP	PERMANENT CONTROL POINT
PC	POINT OF CURVATURE
FAC	FLORIDA ADMINISTRATIVE CODE
FFE	FINISH FLOOR ELEVATION
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
LB	LANDSCAPE BUFFER EASEMENT
CUE	COUNTY UTILITY EASEMENT
ME	MAINTENANCE EASEMENT
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
AE	ACCESS EASEMENT
TOB	TOP OF BANK
FNB	FOUND
SEC	SECTION
TWP	TOWNSHIP
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
A/C	AIR CONDITIONING
RNG	RANGE
CP	PLAT
CE	CALCULATED
P.B.	PLAT BOOK
PG	PAGE
+	CLAMMOUT
+	GATE VALVE
+	FIRE HYDRANT
+	STORM MANHOLE
+	ELECTRIC HAND HOLD
+	CATCH BASIN

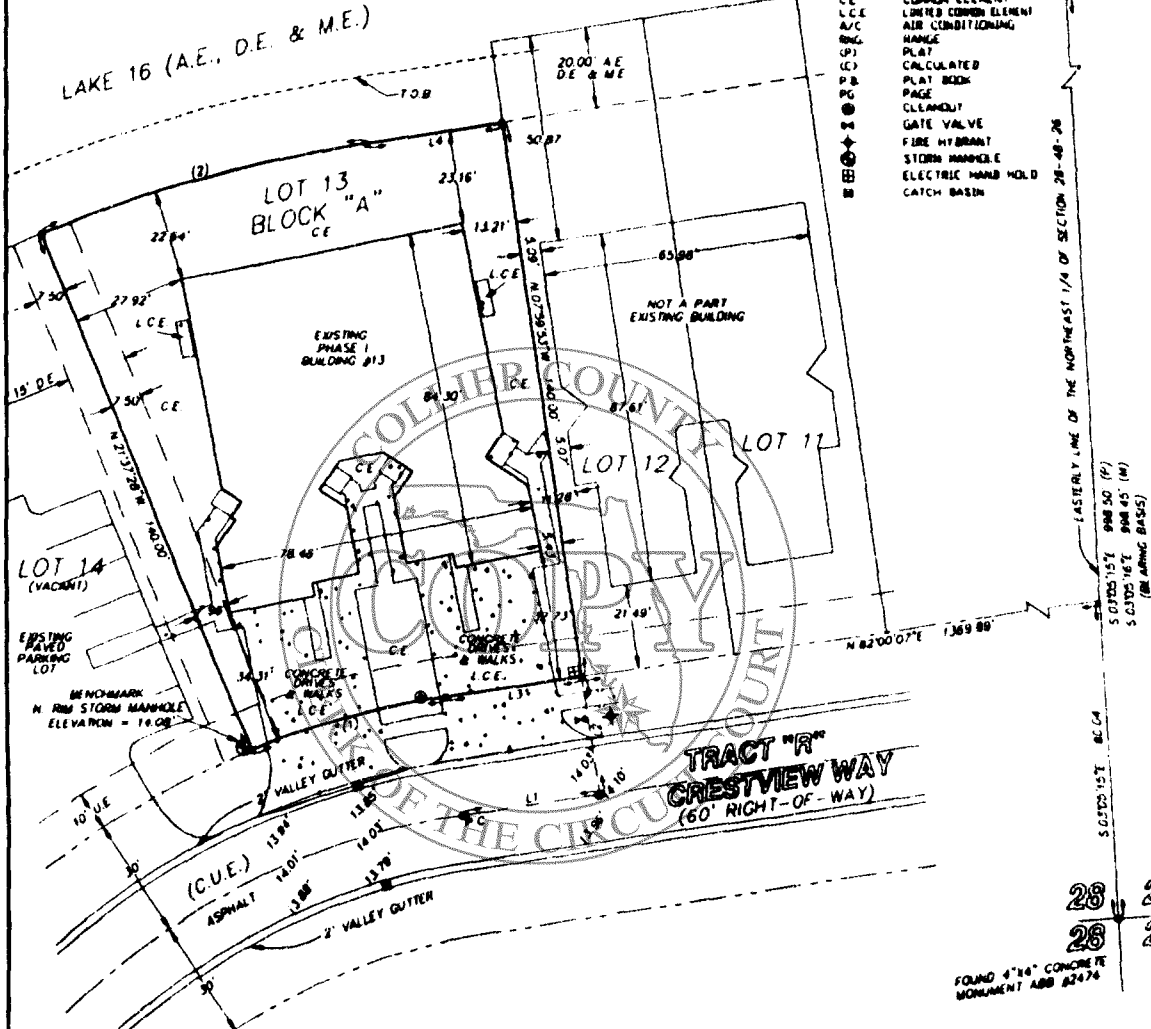
## CURVE TABLE

NO	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	210.00'	153°37'38"	49.94'	25.08'	49.83'	N 75°11'19"E
2	350.00'	153°37'38"	83.24'	41.82'	83.04'	N 75°11'19"E

## LINE TABLE

Line	Bearing	Distance
L1	N 82°00'07"E	34.02'
L2	S 07°59'33"E	30.00'
L3	S 82°00'07"W	34.02'
L4	S 82°00'07"W	34.02'

SCALE 1" = 30.00'



## REAL PROPERTY DESCRIPTION

LOT 13, BLOCK "A", HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLATBOOK 28 AT PAGES 78 THROUGH 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

## NOTES:

- 1) BEARINGS SHOWN HEREON REFER TO HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLATBOOK 28 AT PAGES 78 THROUGH 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
- 2) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 4) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) ELEVATIONS SHOWN HEREON ARE NATIONAL GEODETIC VERTICAL DATUM OF 1989.
- 6) THIS PROPERTY IS LOCATED IN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION PER F.I.R.M. 120007, 0215 D, MAP REVISED JUNE 3, 1986.

## CERTIFICATION:

I HEREBY CERTIFY THAT THIS CONDOMINIUM SURVEY OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY RESPONSIBLE CHARGE ON 04/24/98. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 91G17-6, F.A.C. PURSUANT TO SECTION 976.067, FLORIDA STATUTES.

BRETT A. BRIDGES, STATE OF FLORIDA, (L.S. #4790)  
DEED SURVEYOR & MAPPER INC., (L.B. #7653)

## CONDOMINIUM SURVEY/PLOT PLAN

CRESTVIEW CONDOMINIUM AT  
HERITAGE GREENS,  
PHASE I,  
BUILDING #13

DEED SURVEYORS & MAPPERS INC.

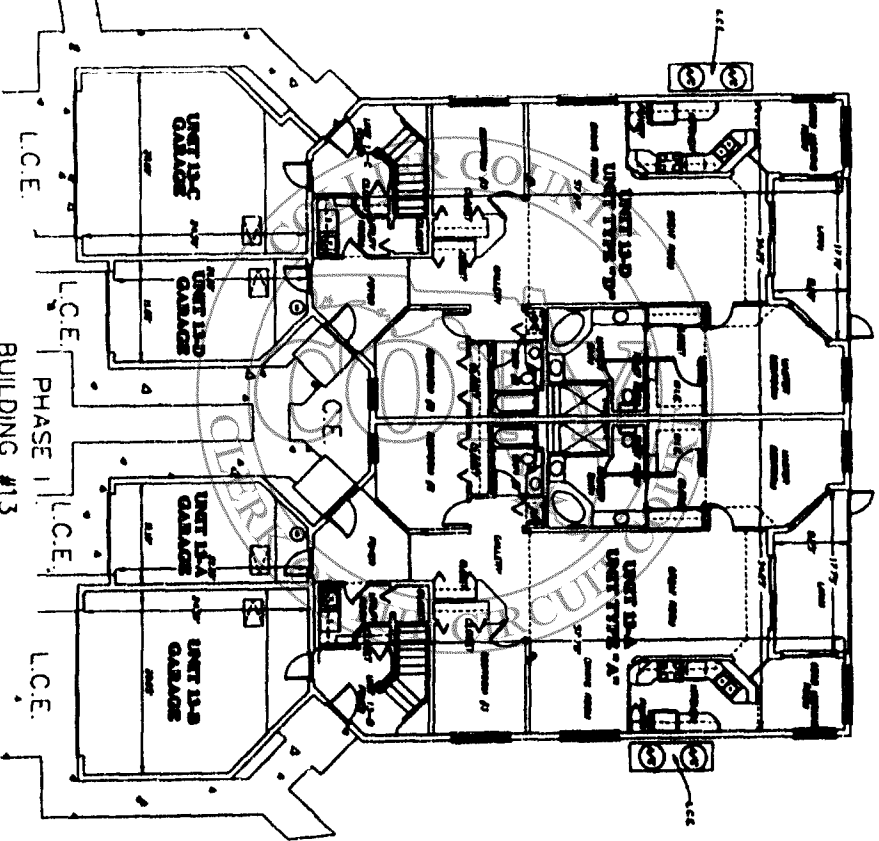
1800-A RAIL HEAD BLVD.

NAPLES, FLORIDA 34110 (841) 267-1318

DATE 04/28/98  
FILE LOT/CSPP  
DRAWN BY RMD  
APPROVED BAA  
SCALE 1" = 30'

CRESTVIEW CONDOMINIUM AT  
HERITAGE GREENS,  
PHASE I,  
BUILDING #13

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



DIMENSIONS SHOWN HEREON WERE  
MEASURED ON: 04/24/98

C.E. = Common Element  
L.C.E. = Limited Common Element  
A/C = Air Conditioning

ARCHITECTURAL DESIGN BY: CHRISTOPHER J. LEE ARCHITECTS, INC.  
THIS INSTRUMENT PREPARED BY: BRETT A. BISHOP

FLOOR PLAN CONFIGURATIONS  
HAVE NOT BEEN LOCATED OR VERIFIED.

ALL DIMENSIONS SHOWN HEREON  
ARE INTERIOR DIMENSIONS ONLY

FINISHED FLOOR ELEVATION = 16.32' THIS EXHIBIT MAY HAVE BEEN REDUCED

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SCALE IN FEET

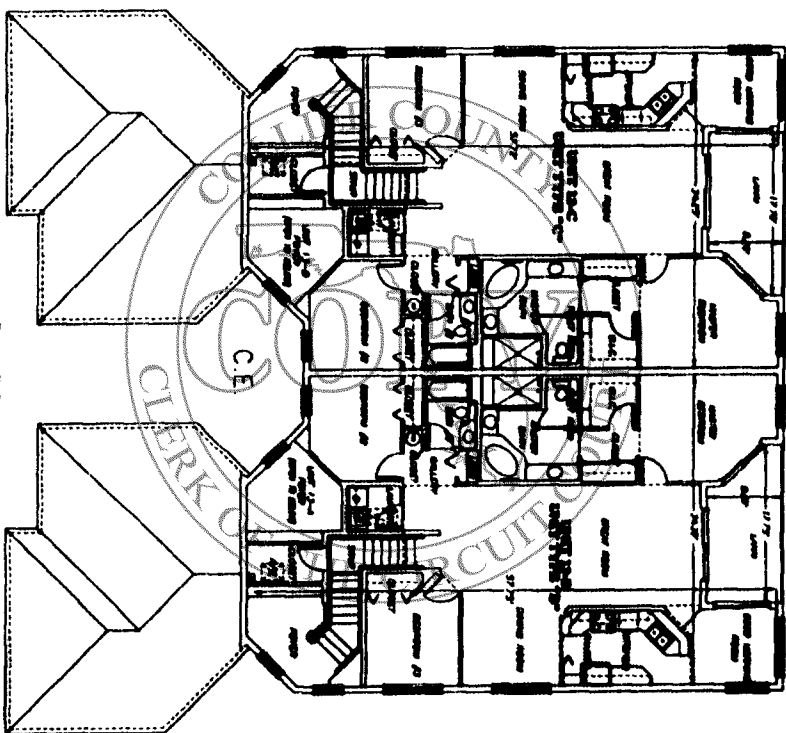
CONDOMINIUM EXHIBIT  
CRESTVIEW CONDOMINIUM AT  
HERITAGE GREENS,  
PHASE I,  
BUILDING #13

BOLS SURVEYORS & MAPPERS INC.  
1888-A RAIL HEAD BLVD.  
NAPLES, FLORIDA 34110 (813) 267-1316

DATE: APRIL 1998  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
PROJECT # 9232

CRESTVIEW CONDOMINIUM AT  
HERITAGE GREENS,  
PHASE I,  
BUILDING #13

CONDOMINIUM BOOK PAGE



DIMENSIONS SHOWN HEREON WERE  
MEASURED ON: 04/24/98

C.E. = Common Element  
L.C.E. = Limited Common Element

ARCHITECTURAL DESIGN BY: CHRISTOPHER J. LEE ARCHITECTS, INC.  
THIS INSTRUMENT PREPARED BY: BRETT A. BISHOP

FLOOR PLAN CONFIGURATIONS  
HAVE NOT BEEN LOCATED OR VERIFIED.

PHASE I  
BUILDING #13  
SECOND FLOOR PLAN  
FINISHED FLOOR ELEVATION = 26.27'

0 5 10 15 20  
SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED

ALL DIMENSIONS SHOWN HEREON  
ARE INTERIOR DIMENSIONS ONLY

**CONDOMINIUM EXHIBIT**  
CRESTVIEW CONDOMINIUM AT  
HERITAGE GREENS,  
PHASE I,  
BUILDING #13

RELS SURVEYORS & MAPPERS INC.  
1808-A RAIL HEAD BLVD.  
MAPLES, FLORIDA 34110 (813)807-1318

DATE: 04/24/98  
BY: B.A.B.  
CHECKED: [Signature]  
9327

**NOTES TO SURVEY, PLOT PLAN AND  
GRAPHIC DESCRIPTION OF IMPROVEMENTS**

**CRESTVIEW CONDOMINIUM AT HERITAGE GREENS**

**DESCRIPTION OF COMMON ELEMENTS**

All lands and all portions of the Condominium Property not within any Unit or Units are part of the Common Elements.

**DESCRIPTION OF UNITS**

- A. **UPPER AND LOWER BOUNDARIES:** The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
1. **Upper Boundaries:** The bottom surface of the unfinished ceiling slab or ceiling joists. The space under the stairs leading to a second floor Unit is included in the first floor Unit.
  2. **Lower Boundary:** The upper surface of the unfinished floor slab. The stairs leading to a second floor Unit (but not the space under such stairs) are included in the second floor Unit.
- B. **PERIMETRICAL BOUNDARIES:** The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:
1. **Exterior building walls:** The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and, when there is attached to the building a balcony or patio serving only the Unit being bounded, such boundaries shall be the intersecting vertical plane(s) which include all of such structure up to the innermost unfinished surfaces of the exterior walls, screened frames or railings thereof, whichever is innermost.
  2. **Interior building walls:** The vertical plane(s) established by the innermost unfinished surfaces of the interior walls bounding such Unit extended to intersections with other perimetrical boundaries.
  3. **Doors, garage doors, windows, screens and railings:** As to doors and garage doors the exterior surface thereof and of door glass and door frames; as to windows, the exterior surface of the glass and of window frames; as to screens and railings, the interior surface of the screens, screen frames or railings whichever is innermost.
- C. **EXCLUDED FROM UNIT:** A Unit shall not be deemed to include conduits or utility services which may be contained within the boundaries of the Unit but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained. Also a Unit shall not include to the unfinished surface thereof columns, partitions, floors joists, floor assemblies or floor slabs contributing to support of the building, or bearing walls. The items excluded from a Unit are part of the Common Elements.

**DESCRIPTION OF LIMITED COMMON ELEMENTS**

Descriptions of Limited Common Elements set forth in Article 31 of the Declaration of Condominium are incorporated herein.

**MISCELLANEOUS**

For purposes of determining Unit boundaries, sheet rock and other similar materials are deemed to be part of the unfinished wall and ceiling surface and therefore are not included within the Unit boundaries.

HERITAGE\CONDO\SURVNOTE  
10/05/97

OR: 2420 PG: 3142

EXHIBITS E-II THROUGH E-XX  
TO  
DECLARATION OF CONDOMINIUM OF  
CRESTVIEW CONDOMINIUM AT HERITAGE GREENS

Plot Plans and Surveys for Phases II through XX



Heritage\CONDO\DECLARAT. 427  
4/29/98



EXHIBIT "B"  
PAGE 2 of 5

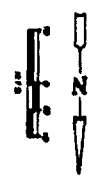
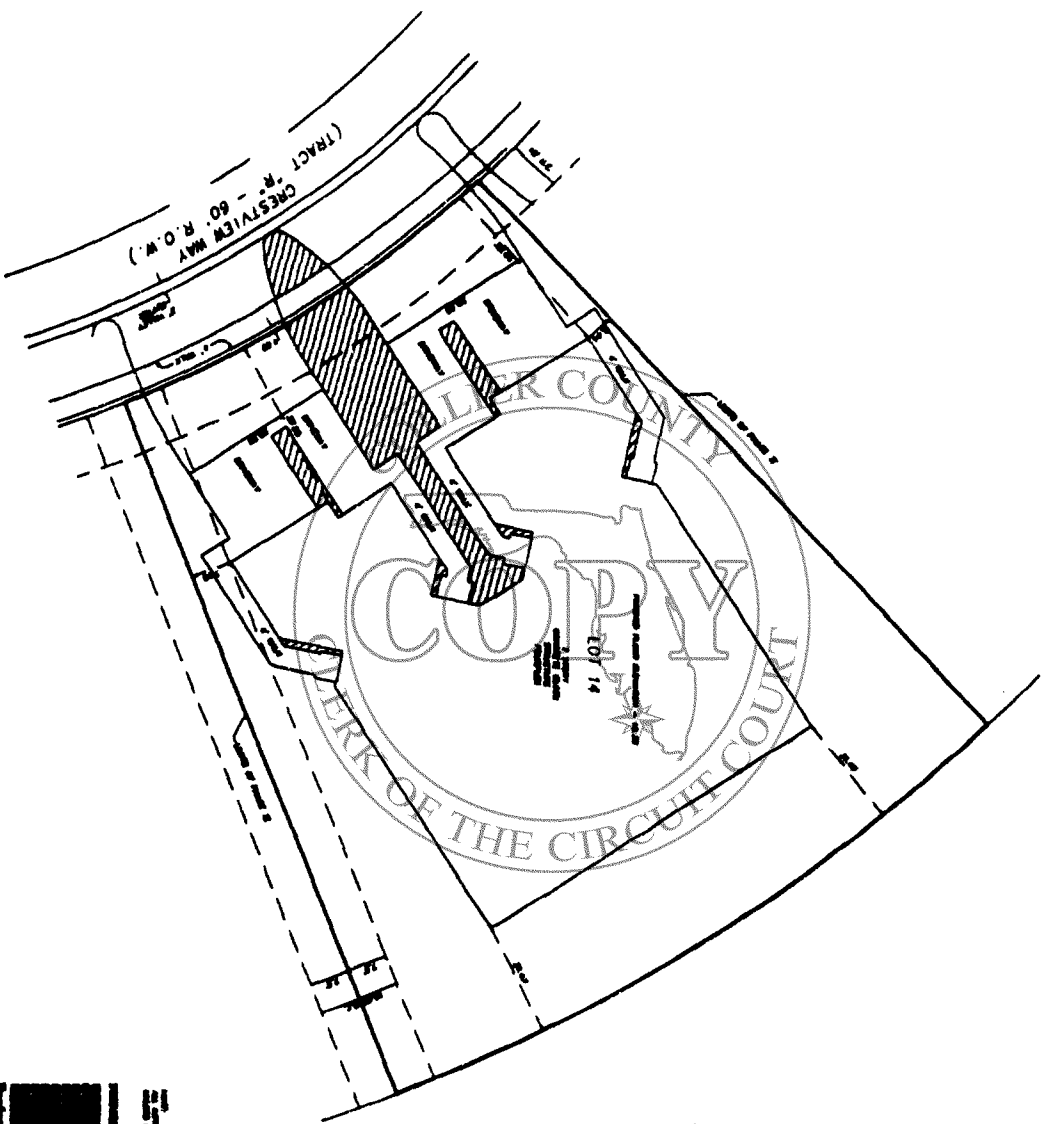


EXHIBIT  
E - II



LAFB 15



## PLOT PLAN

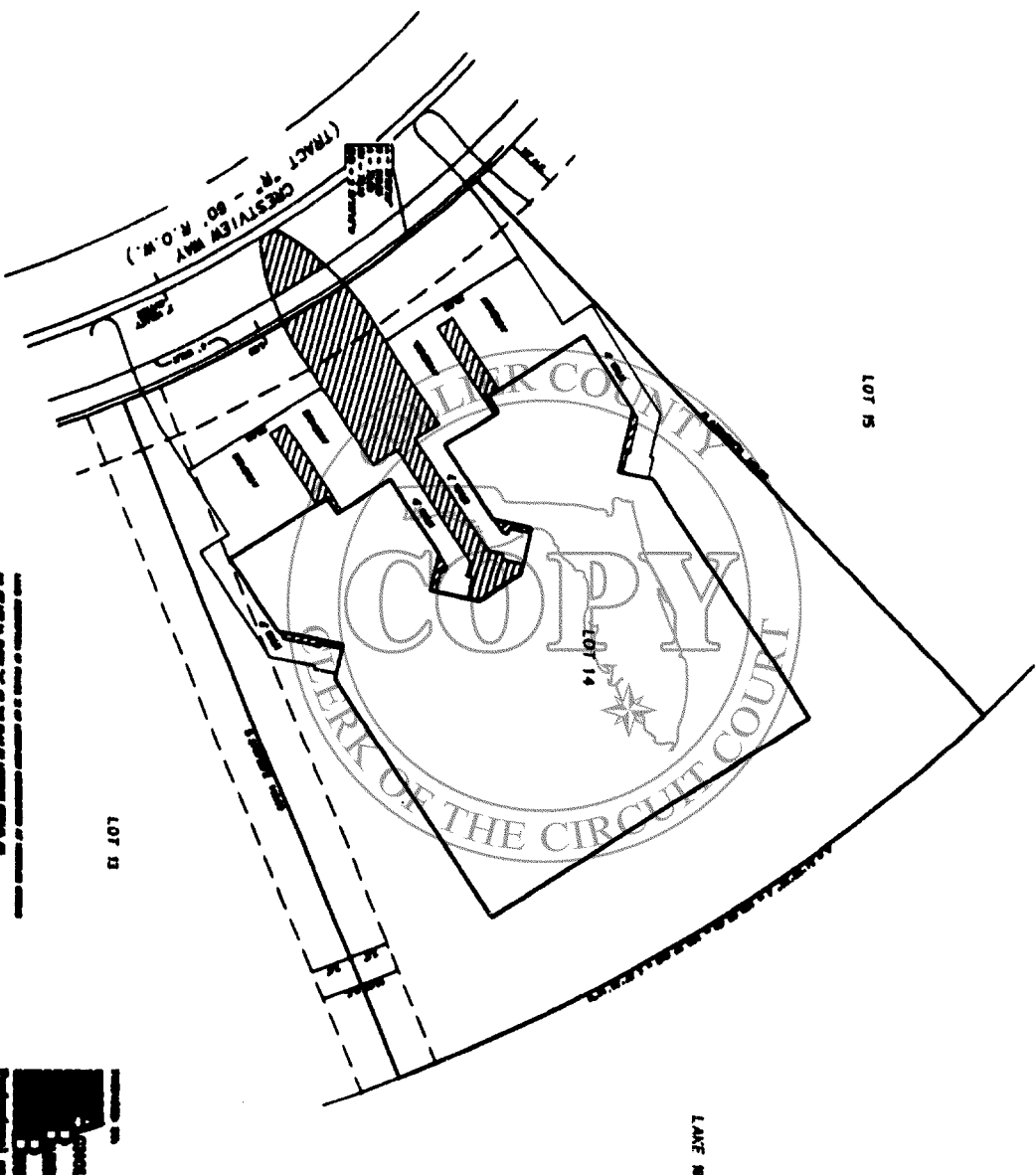
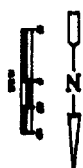
1. The first step in the process is to identify the problem. This involves gathering information about the situation and the people involved.

2. Once the problem is identified, the next step is to analyze it. This involves breaking the problem down into its components and understanding how they are related.

3. After analyzing the problem, the next step is to develop a plan. This involves deciding on the best way to solve the problem and the steps that need to be taken.

4. The final step is to implement the plan. This involves putting the plan into action and monitoring the progress.

**EXHIBIT "B"**  
**SECRET 3 of 6**



# PRELIMINARY BOUNDARY SURVEY

**THE UNIVERSITY OF CHICAGO PRESS**

[illegible]

EXHIBIT  
E - III



1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress to ensure that the project is on track.

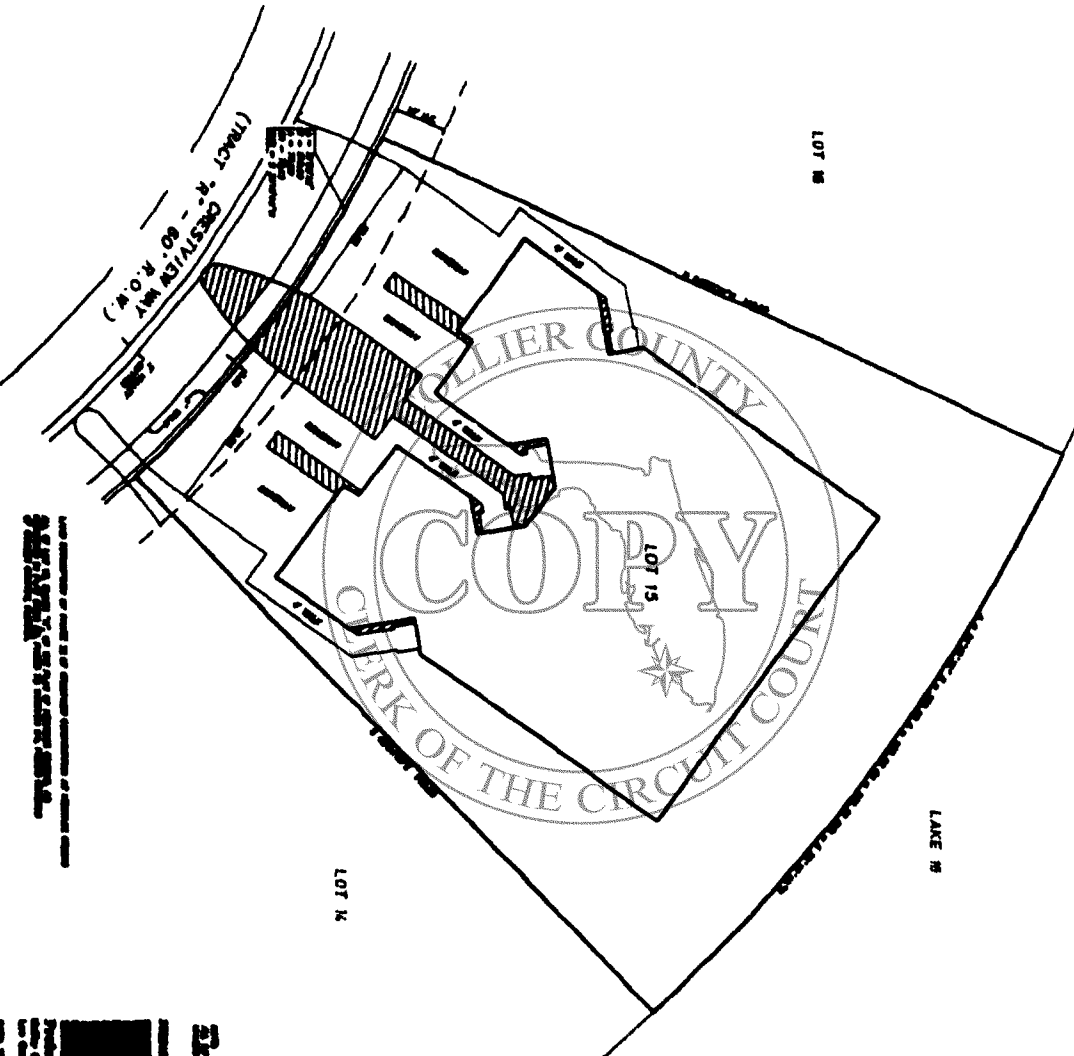
5. The final step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals and identifying any areas for improvement.

## PLOT PLAN

# CRESTVIEW CONDOMINIUM AT HERITAGE GREENS PHASE III

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 3 OF 3



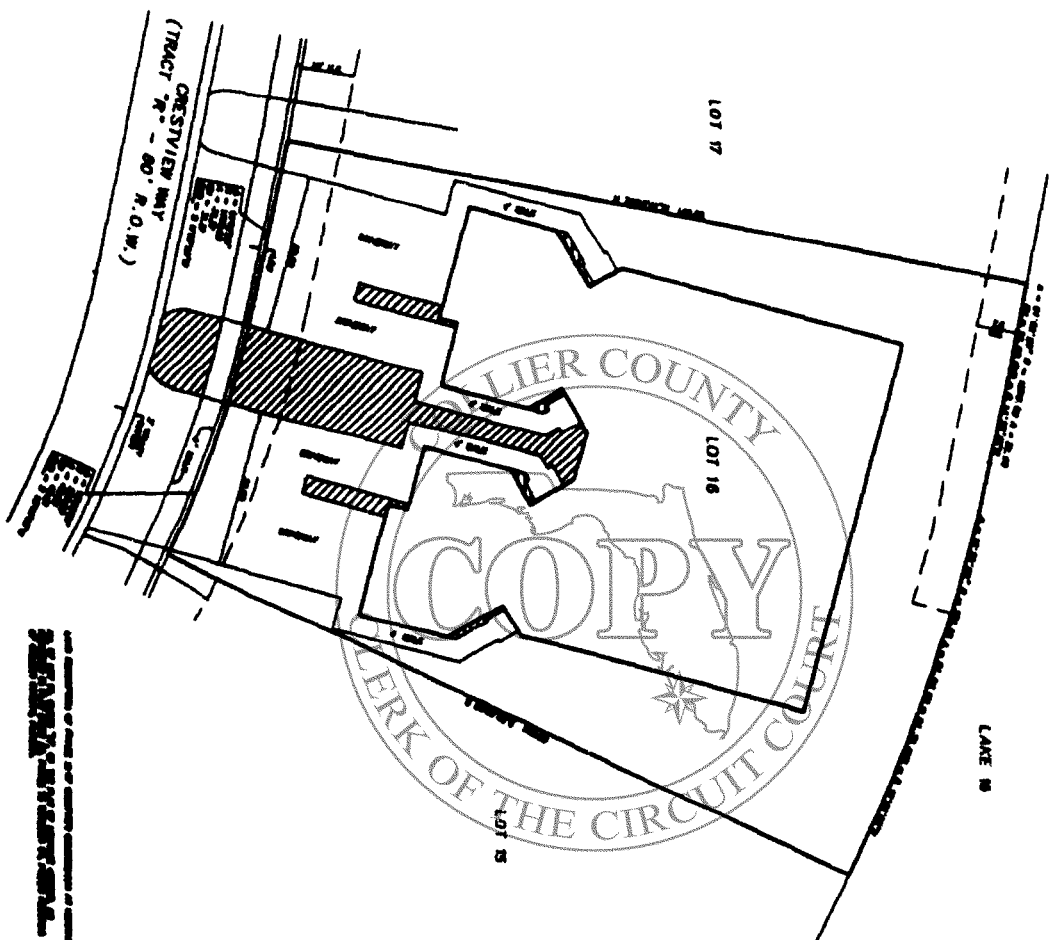
PRELIMINARY  
BOUNDARY SURVEY

LAND SURVEYOR OF PLANT 12 OF CRESTVIEW CONDOMINIUM AT HERITAGE GREENS  
PHASE III

**NOTES:**  
1. THE PLAT IS A PRELIMINARY SURVEY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.  
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**EXHIBIT "B"**  
**ENTRY 3 of 6**

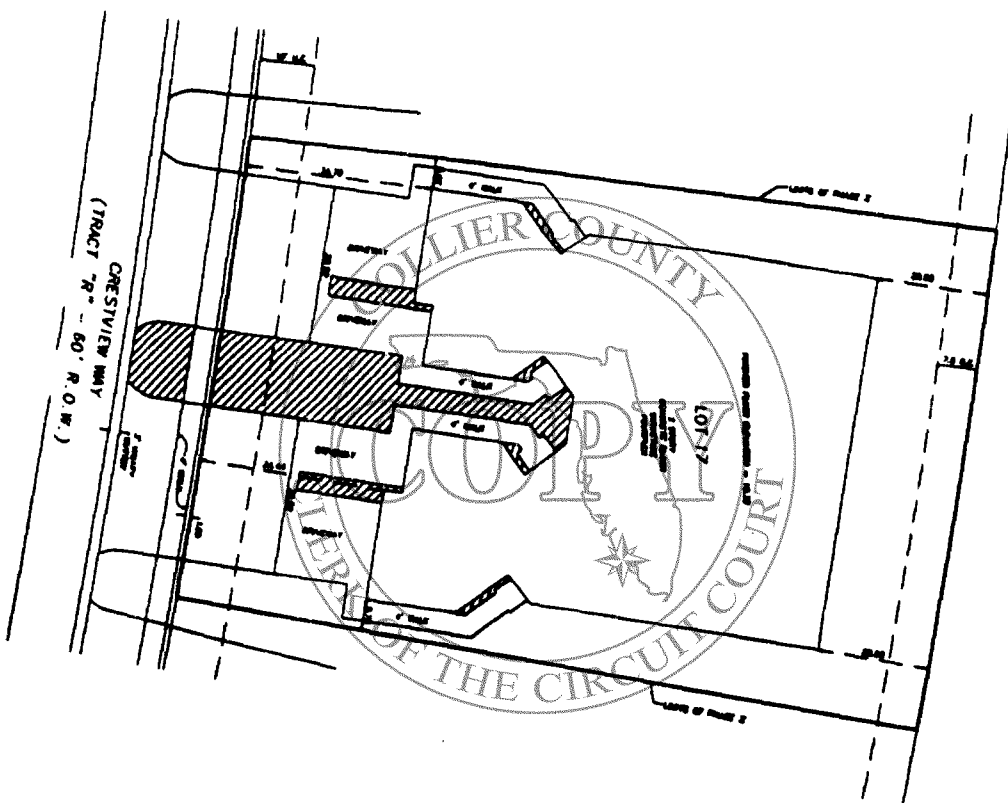


# PRELIMINARY BOUNDARY SURVEY

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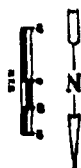
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**EXHIBIT "D"**  
**DOCUMENT 2 of 5**



## PLOT PLAN

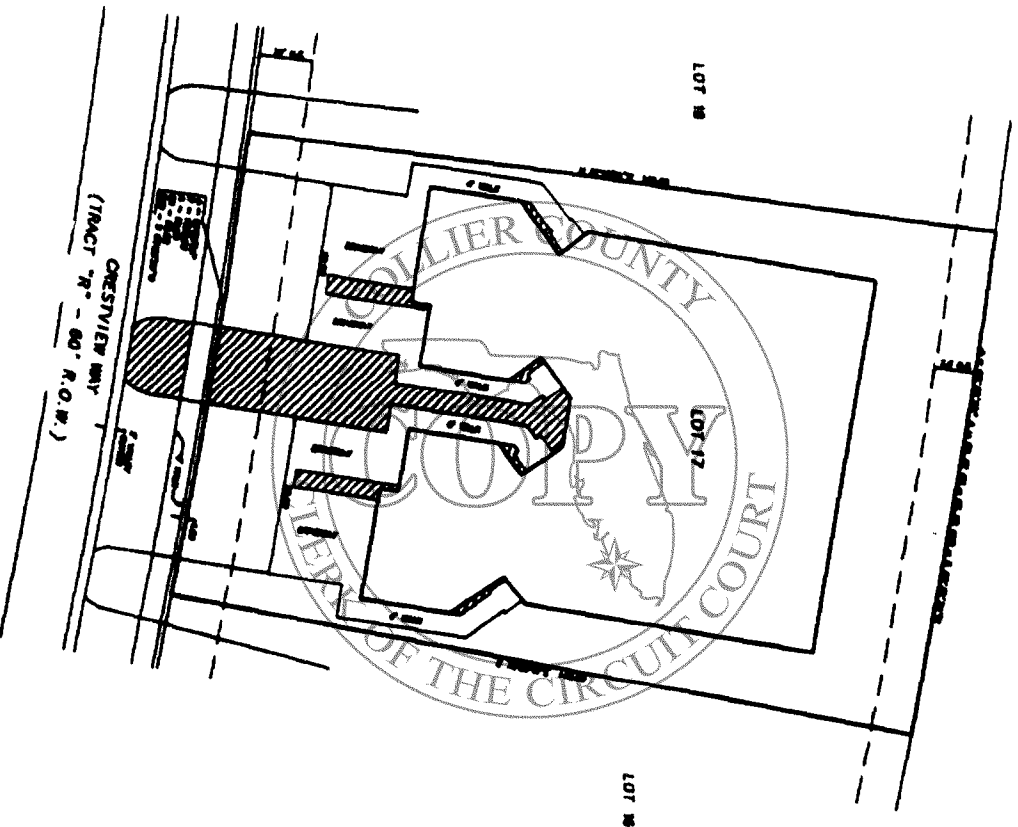
EXHIBIT  
E - V

[illegible]

# CRESTVIEW CONDOMINIUM AT HERITAGE GREENS PHASE I

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 3 of 5



PRELIMINARY  
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THIS SURVEY IS MADE IN ACCORDANCE WITH THE  
PROVISIONS OF THE CLAY COUNTY CLERK OF THE CIRCUIT COURT.

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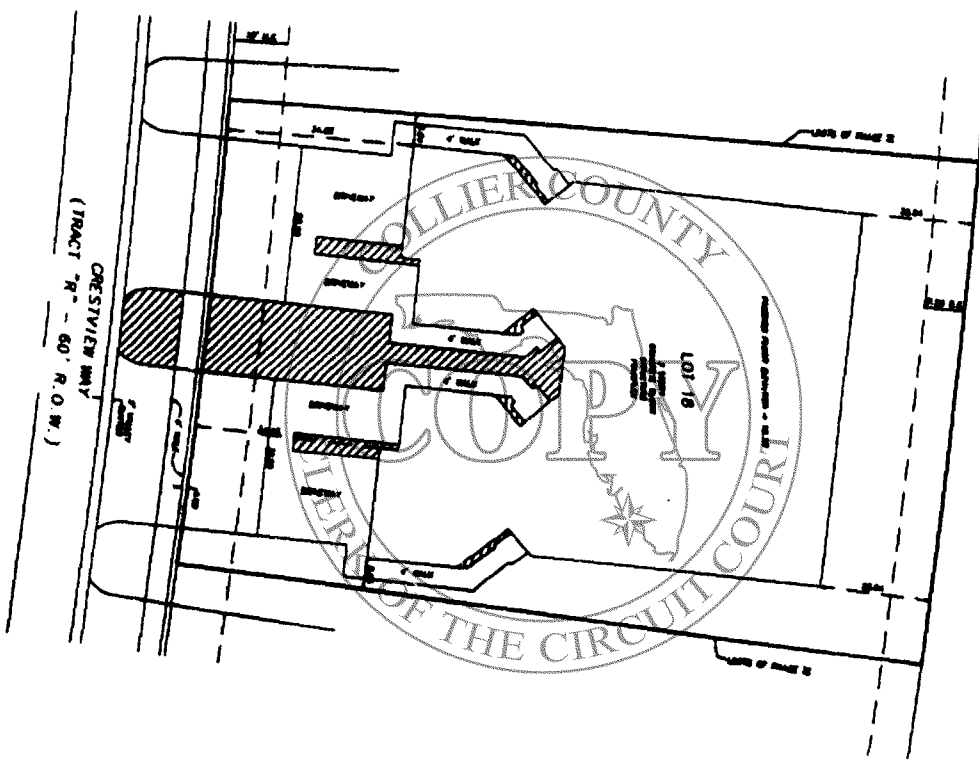
**CRESTVIEW CONDOMINIUM AT HERITAGE GRINDS  
PHASE II**

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 2 OF 3



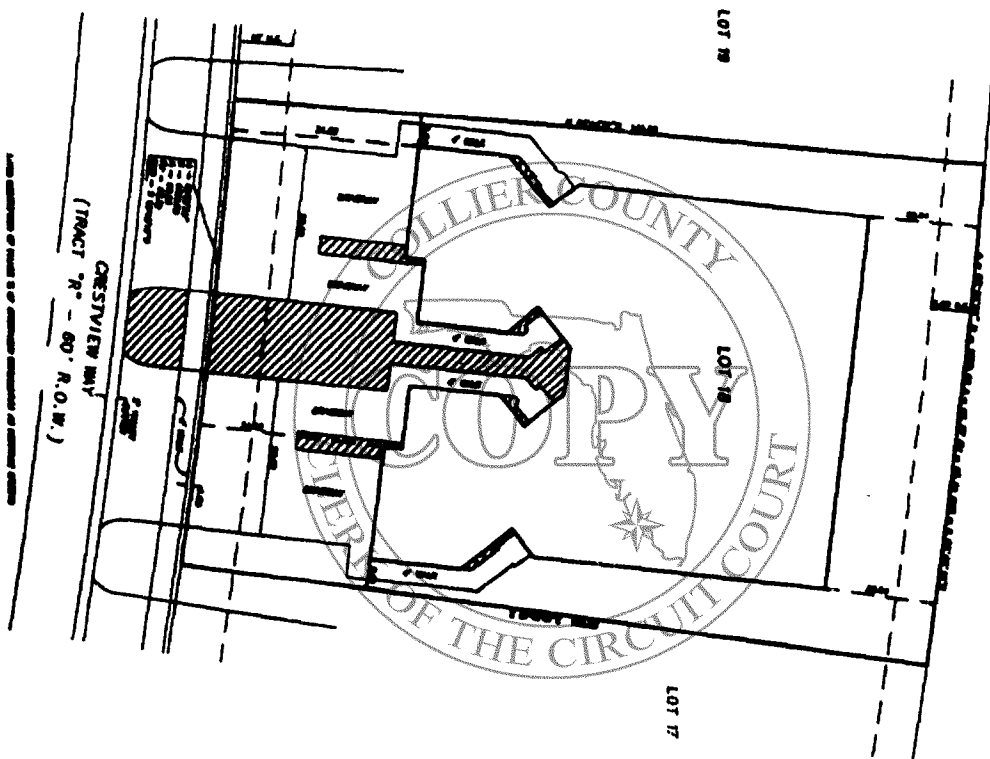
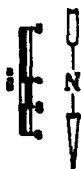
EXHIBIT  
E-VI



PLOT PLAN

PROFESSIONAL ENGINEER, PLANNING, & LAND SURVEYOR  
STATE OF FLORIDA  
No. 12345  
J. J. JONES, P.E.  
12345 Main Street  
Tallahassee, FL 32301  
904-123-4567  
www.jones-engineering.com

**EXHIBIT "B"**  
**PAGE 2 of 3**



# PRELIMINARY BOUNDARY SURVEY

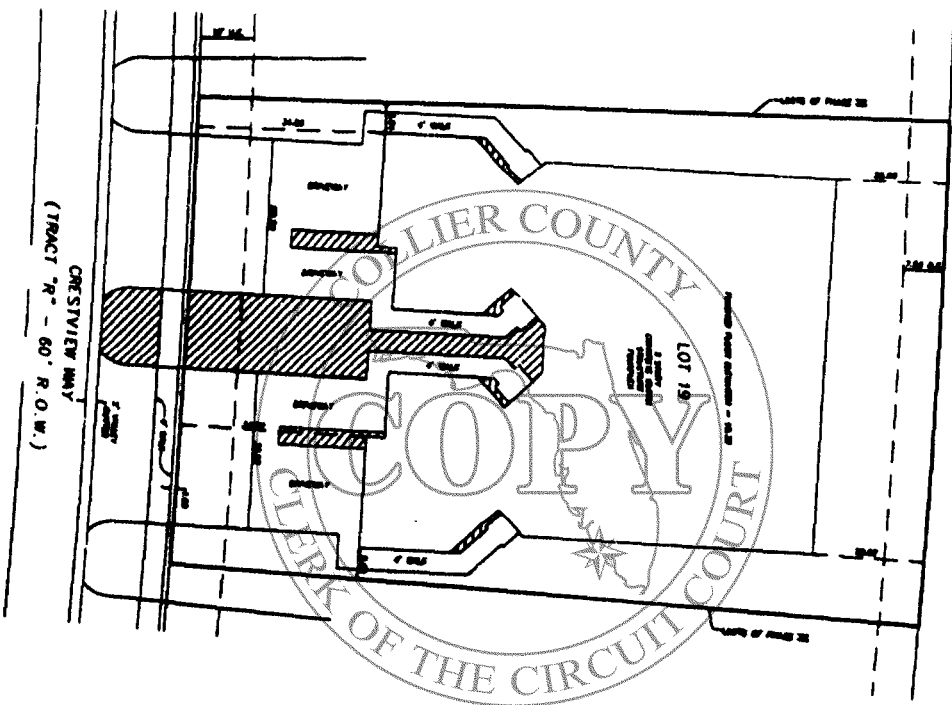
**ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE**

[illegible]

**CRESTVIEW CONDOMINIUM AT HERITAGE GREENS  
PLANS VII**

CONDOMINIUM PLAT BOOK 7448

EXHIBIT "B"  
SHEET 2 OF 6



PLAT PLAN

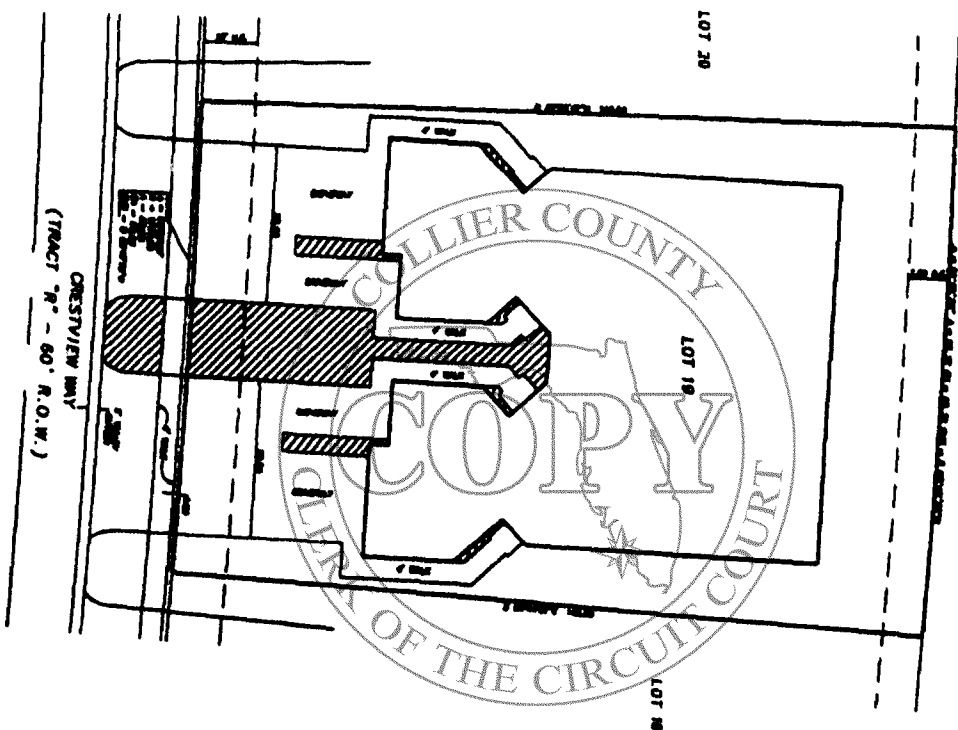
EXHIBIT  
E-VII

NOTED: The above described property is located within the boundaries of the City of Jacksonville, Florida, and is subject to the jurisdiction of the City of Jacksonville, Florida, and the State of Florida. The above described property is located within the boundaries of the City of Jacksonville, Florida, and is subject to the jurisdiction of the City of Jacksonville, Florida, and the State of Florida. The above described property is located within the boundaries of the City of Jacksonville, Florida, and is subject to the jurisdiction of the City of Jacksonville, Florida, and the State of Florida.

# **CRESTVIEW CONDOMINIUM AT HERITAGE GREENS PHASE III**

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 3 of 6

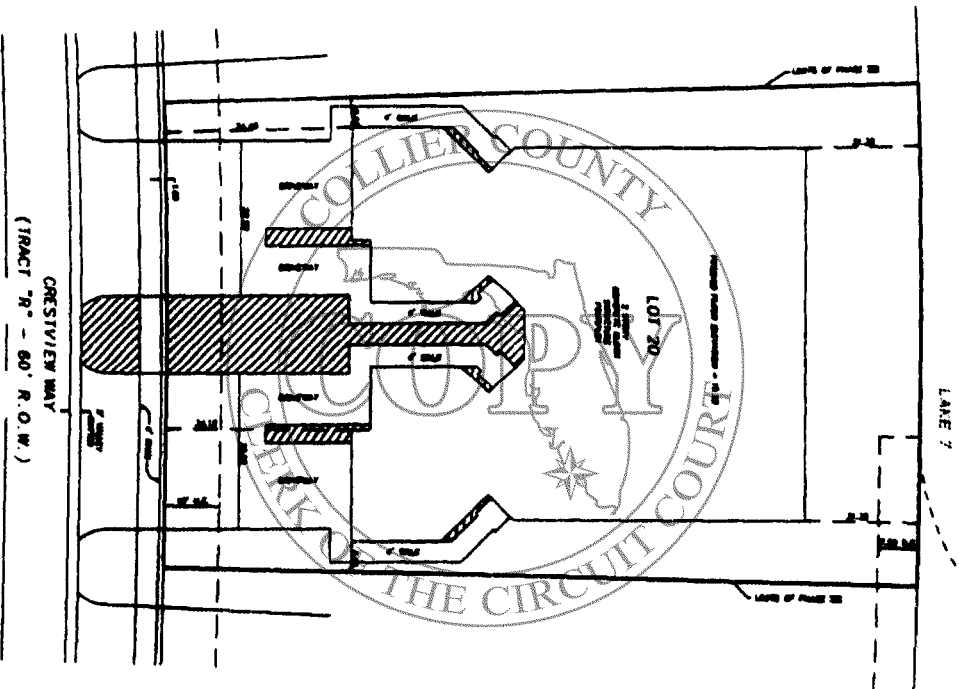


PRELIMINARY  
BOUNDARY SURVEY

THIS DOCUMENT IS NOT A FINAL SURVEY. IT IS A PRELIMINARY SURVEY. IT IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

- 1. EXISTING LOT 18 AND LOT 19
- 2. EXISTING LOT 20
- 3. EXISTING LOT 21
- 4. EXISTING LOT 22
- 5. EXISTING LOT 23
- 6. EXISTING LOT 24
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- 82. EXISTING LOT 100

**CRESTVIEW CONDOMINIUM AT HERITAGE GREENS  
PHASE VIII**



PLOT PLAN

CONDOMINIUM PLOT BOOK PAGE

EXHIBIT "B"  
SHEET 2 of 6



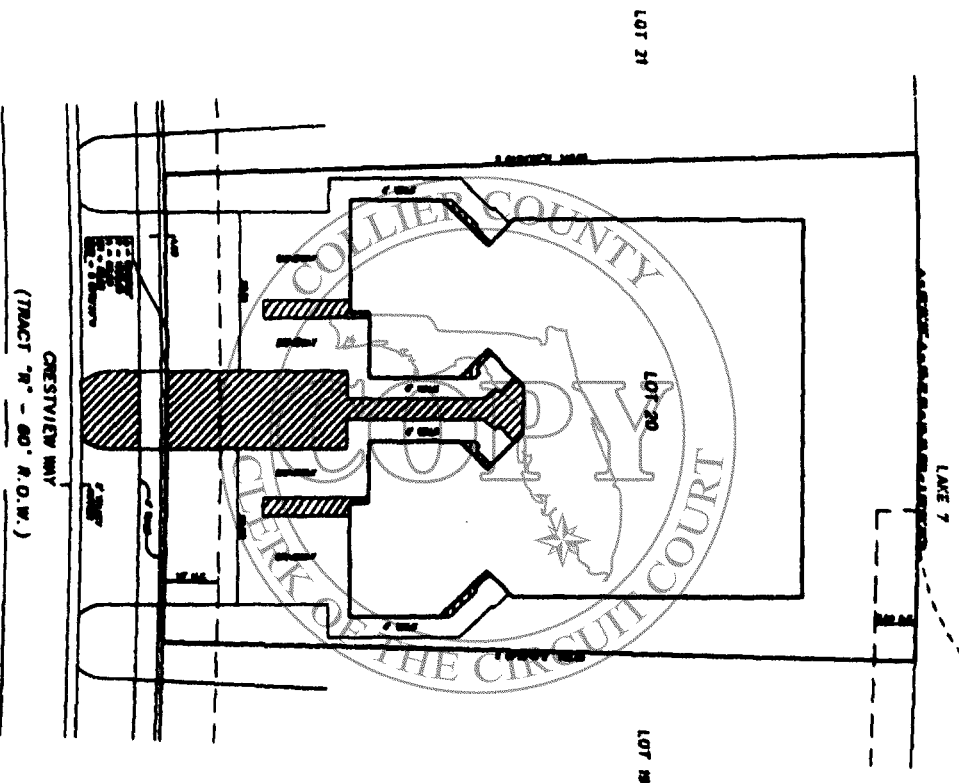
EXHIBIT  
E - VIII

NOTES:  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. THE SHADING INDICATES THE EXISTING IMPROVEMENTS.  
3. THE UNSHADDED AREAS ARE THE PROPOSED IMPROVEMENTS.  
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# CRESTVIEW CONDOMINIUM AT HERITAGE GRASS PHASE VIII

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 2 of 6



PRELIMINARY  
BOUNDARY SURVEY

**NOTES:**

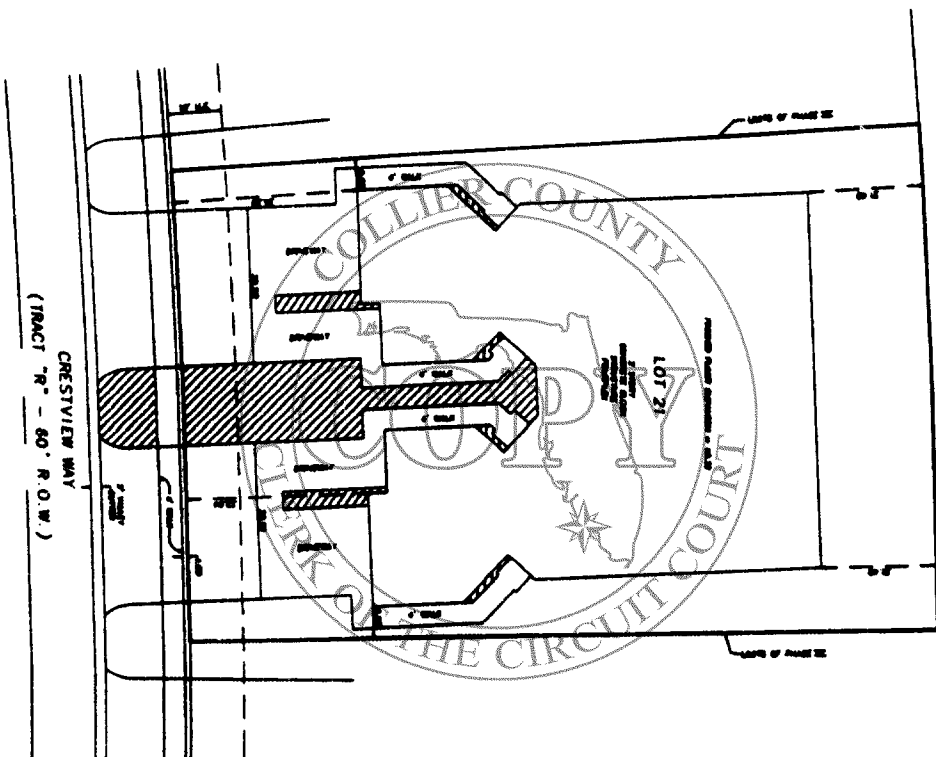
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**LEGEND:**

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- 79. EXISTING LOT 98
- 80. EXISTING LOT 99
- 81. EXISTING LOT 100

**CRESTVIEW CONDOMINIUM AT HERITAGE GRILLS  
PHASE IX**

LAKE 7



PLOT PLAN

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 2 of 5



EXHIBIT  
E-IX

Professional engineers, planners, & land surveyors  
are required to prepare and submit to the  
proper authorities for review and approval  
all plats, maps, and other documents  
relating to the subdivision of land  
into lots, blocks, and other units  
for the purpose of sale, lease, or  
other disposition of land.

# **CRESTVIEW CONDOMINIUM AT HERITAGE GREENS PAGE IX**

LAKE 7

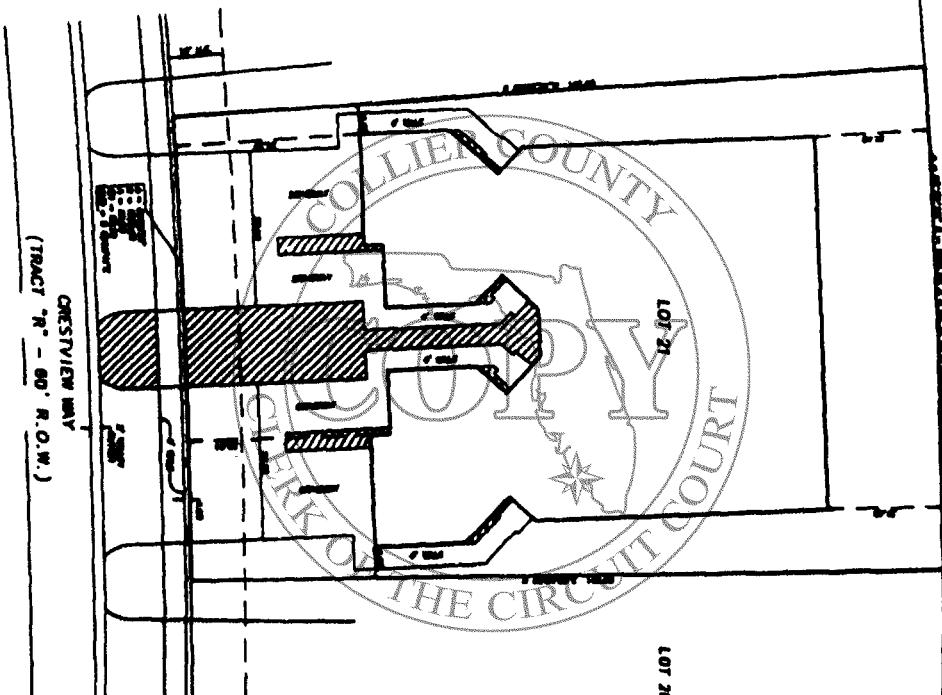
EXHIBIT "B"  
SHEET 5 of 6



LOT 72

LOT 71

LOT 70



PRELIMINARY  
BOUNDARY SURVEY

THIS SURVEY IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

CONDOMINIUM PLAT BOOK 7448

CRESTVIEW WAY

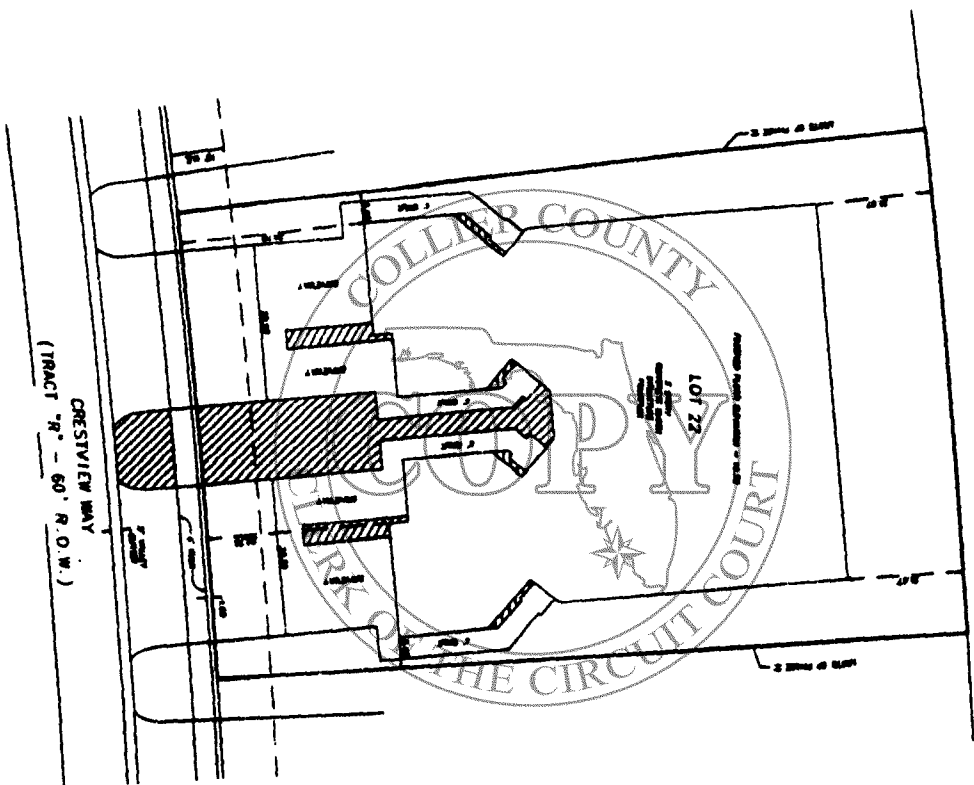
(TRACT "B" - 80' R.O.W.)

PROFESSIONAL SURVEYOR  
STATE OF FLORIDA  
No. 12345  
J. D. SURVEYOR  
12345 MAIN STREET  
SUITE 100  
TALLAHASSEE, FL 32301  
TEL: 904-123-4567  
FAX: 904-123-4568  
E-MAIL: JDS@JDSURVEY.COM  
WWW.JDSURVEY.COM



**CRESTVIEW CONDOMINIUM AT HERITAGE GREENS  
PHASE X**

LANE 7



PLOT PLAN

COMPOSITE PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 2 of 6

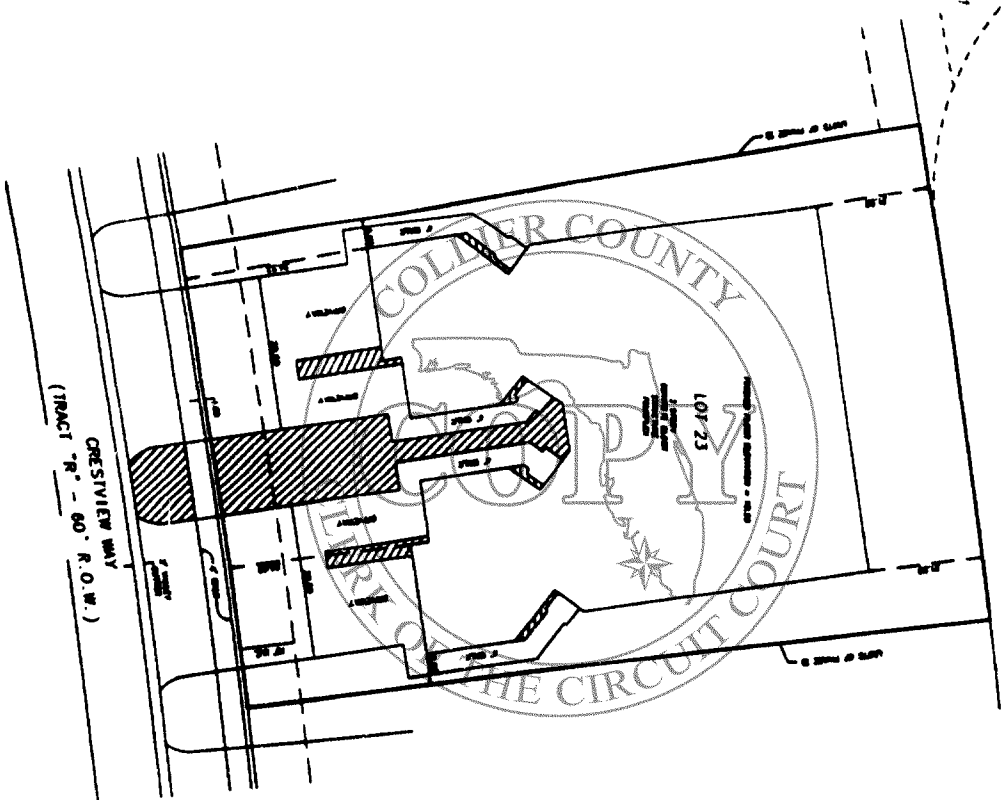


EXHIBIT  
E-X

Professional engineers, planners, & land surveyors  
are required to prepare and submit to the County  
a detailed site plan for all proposed developments  
within the County. The site plan must show the  
location of the proposed development, the proposed  
lot lines, the proposed building footprints, the  
proposed parking areas, the proposed landscaping,  
the proposed access roads, the proposed utilities,  
the proposed drainage system, the proposed  
environmental features, and the proposed  
cultural resources. The site plan must also  
show the proposed boundaries of the development  
and the proposed boundaries of the adjacent  
properties. The site plan must be submitted  
to the County for review and approval.

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SELF CONFESSION NO 1



## PLOT PLAN

COMPONENT PLAT BOX PAGE

EXHIBIT "B"  
PAGE 2 of 5

EXHIBIT  
E- X1



1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

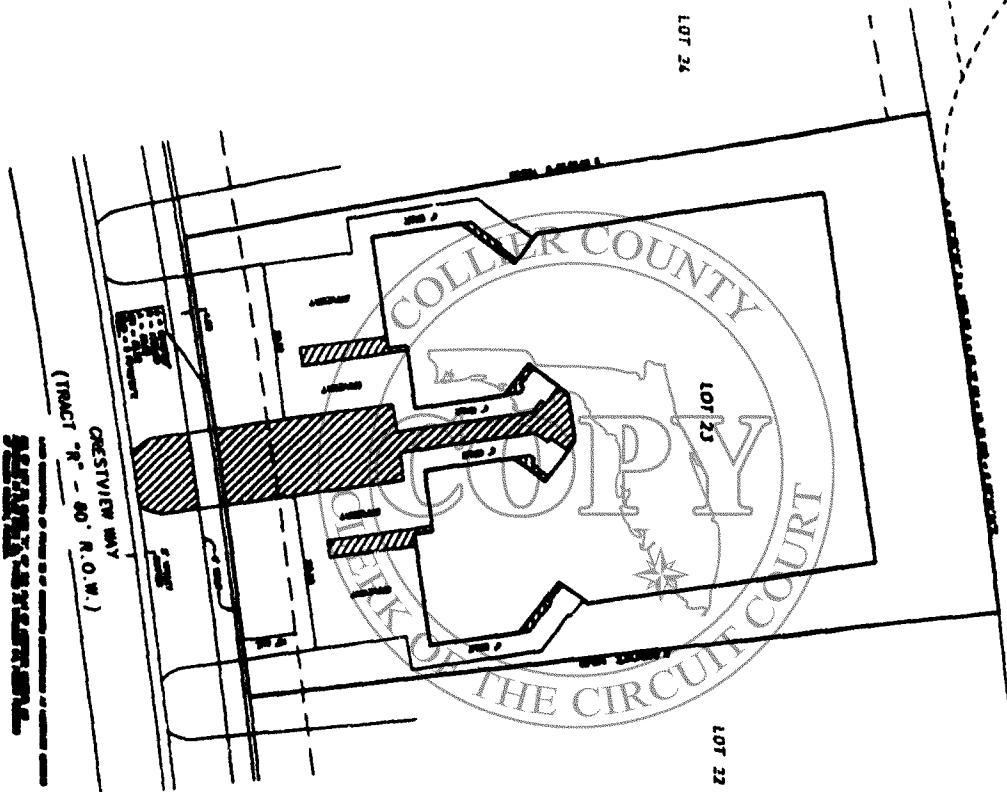
4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress regularly to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals and identifying any areas for improvement or further action.

**LAKE 7**

**GOLF COURSE TRACT NO. 1**

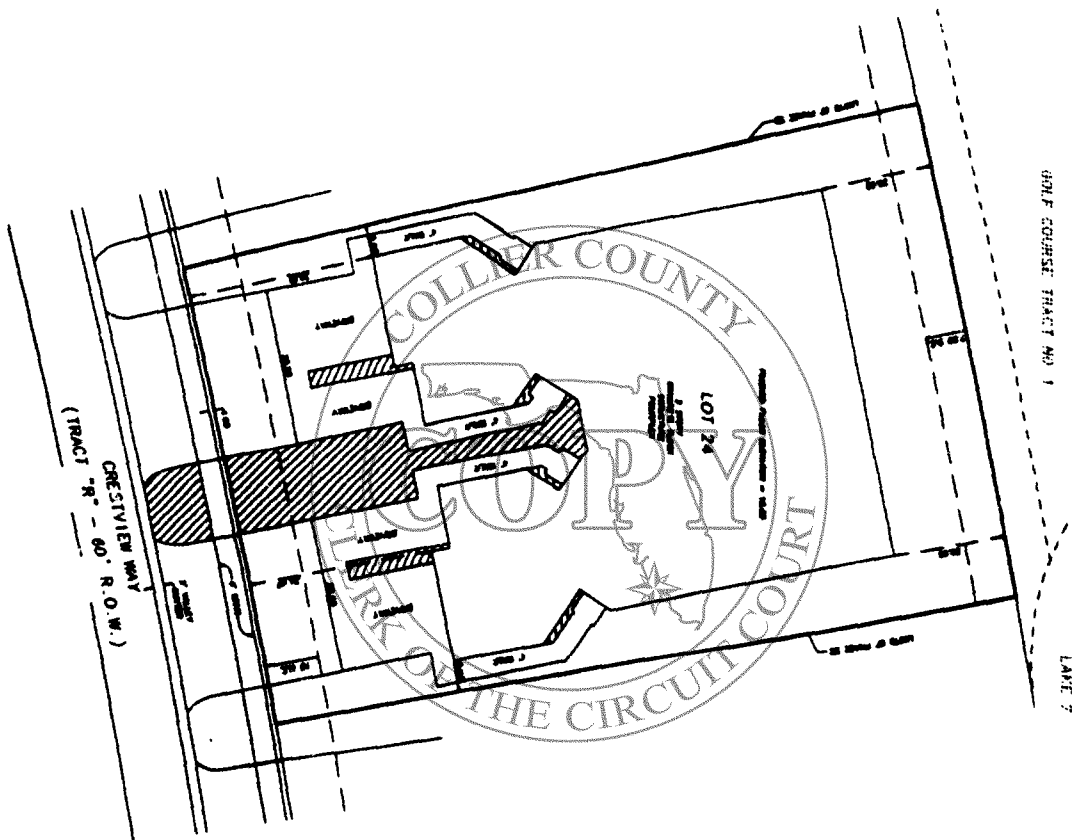
**EXHIBIT "B"**  
**DOCUMENT 3 of 6**



# PRELIMINARY BOUNDARY SURVEY

[illegible]

**CRESTVIEW CONDOMINIUM AT HERITAGE GRILLS  
PHASE XII**



PLOT PLAN

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 2 of 6



EXHIBIT  
E - XII

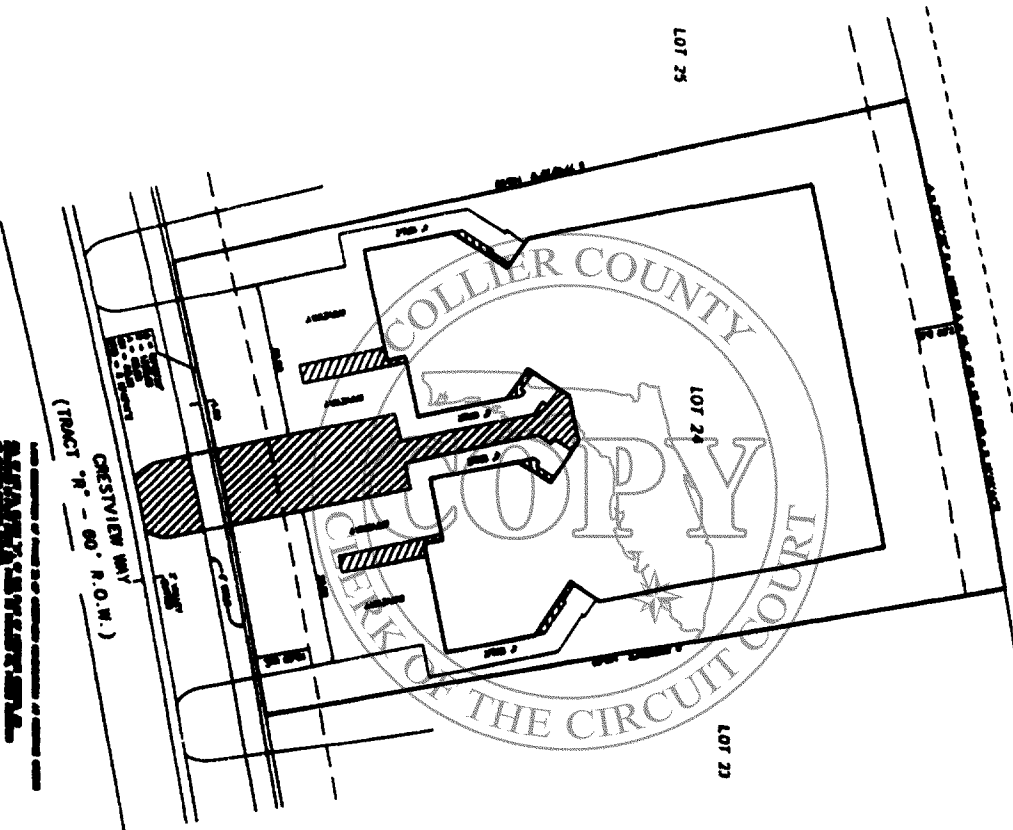
**NOTES:**  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR RAILROAD.  
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT OR TRACT.  
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BUILDING OR STRUCTURE.  
5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CURB OR SIDEWALK.  
6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY OR ALLEY.  
7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE FENCE OR WALL.  
8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE GROUND OR SURFACE.  
9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WATER OR LAKE.  
10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE AIR OR SPACE.  
11. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TIME OR PLACE.  
12. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE PEOPLE OR THINGS.  
13. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WORLD OR UNIVERSE.

# CRESTVIEW CONDOMINIUM AT HERITAGE GREENS PAGE III

GOLF COURSE TRACT NO. 1

LAKE 7

EXHIBIT "B"  
SHEET 3 of 6



PRELIMINARY  
BOUNDARY SURVEY

THIS SURVEY IS BASED ON THE ASSUMPTION THAT THE  
EXISTING RECORDS ARE CORRECT AND COMPLETE.

**LEGEND**

- 1. EXISTING LOT OR LOT AND COMMON AREA
- 2. LOT - EXISTING LOT
- 3. LOT - EXISTING LOT AND COMMON AREA
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**EXHIBIT "B"**  
**SECRET 2 of 8**

COMPONENTS PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

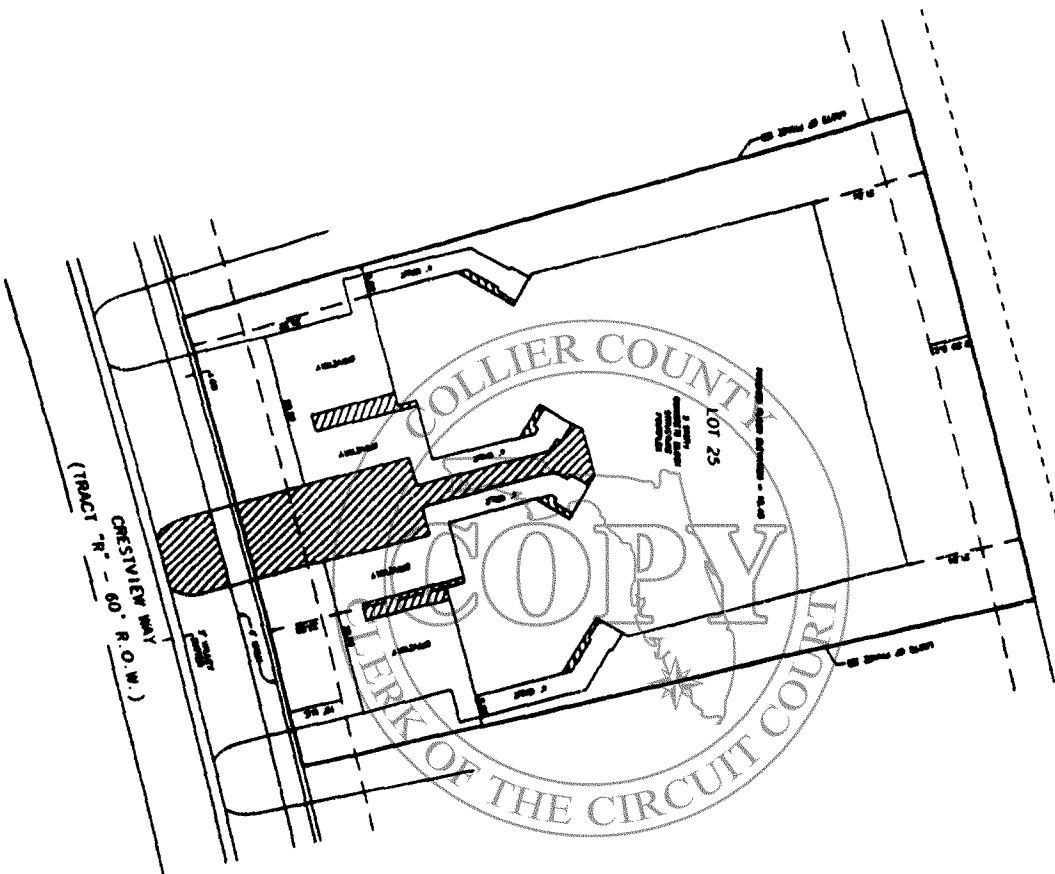
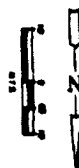


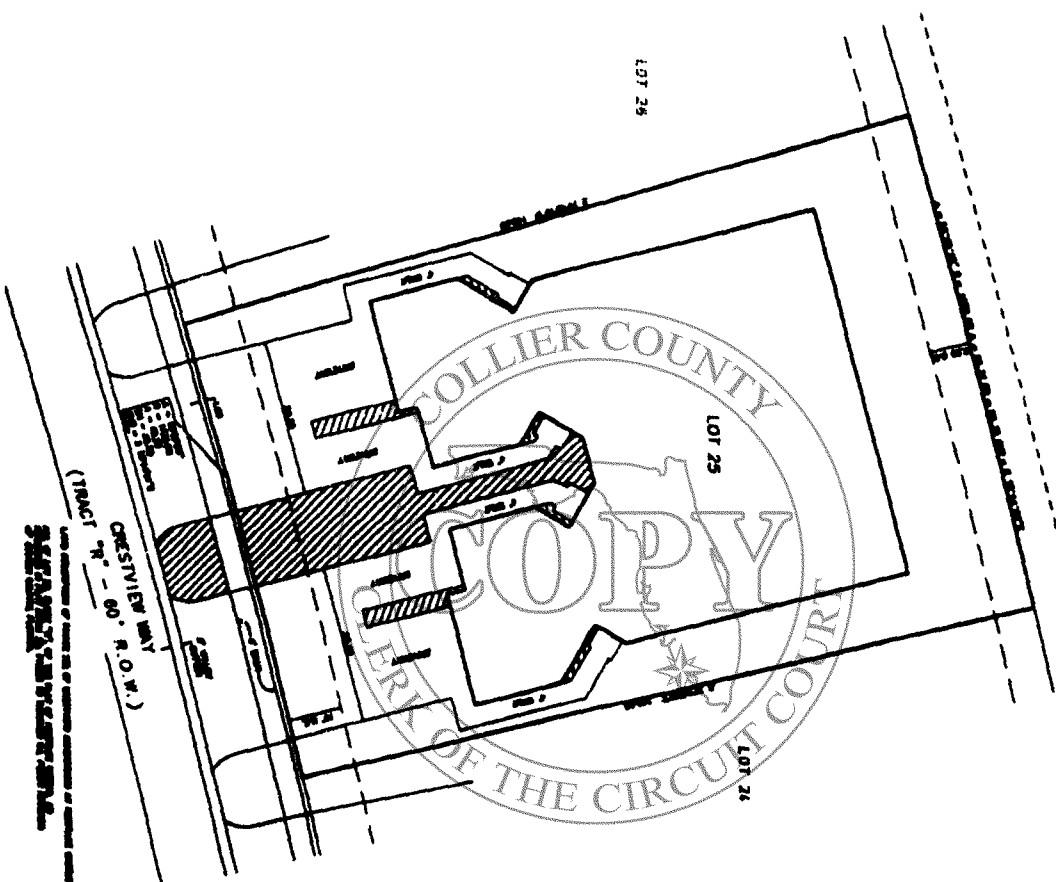
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**EXHIBIT "B"**  
**SECRET 3 of 6**

### CONDENSING PLAT ROCK \_\_\_\_\_



# PRELIMINARY BOUNDARY SURVEY

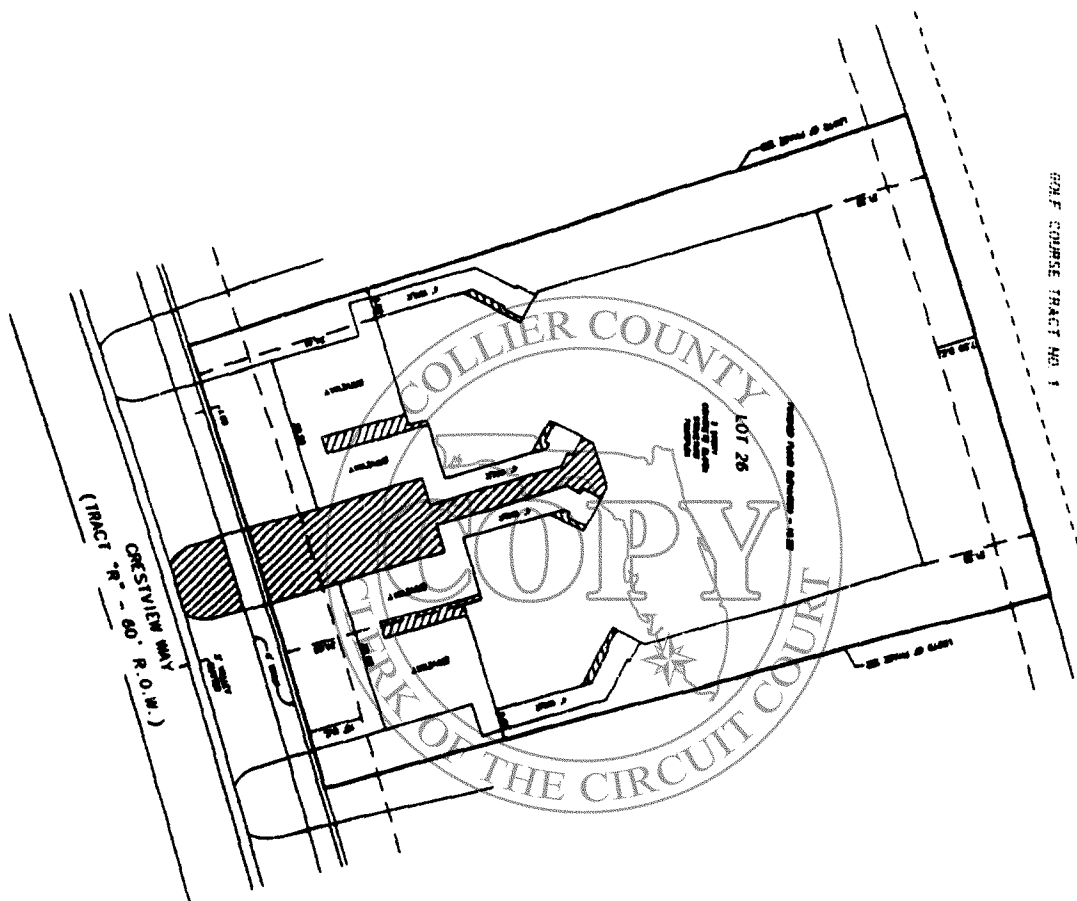
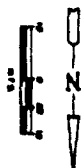
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## GOLF COURSE TRACT NO. 1

EXHIBIT "B"  
PAGE 2 of 6

EXHIBIT  
E - XIV



## PLOT PLAN

[illegible]

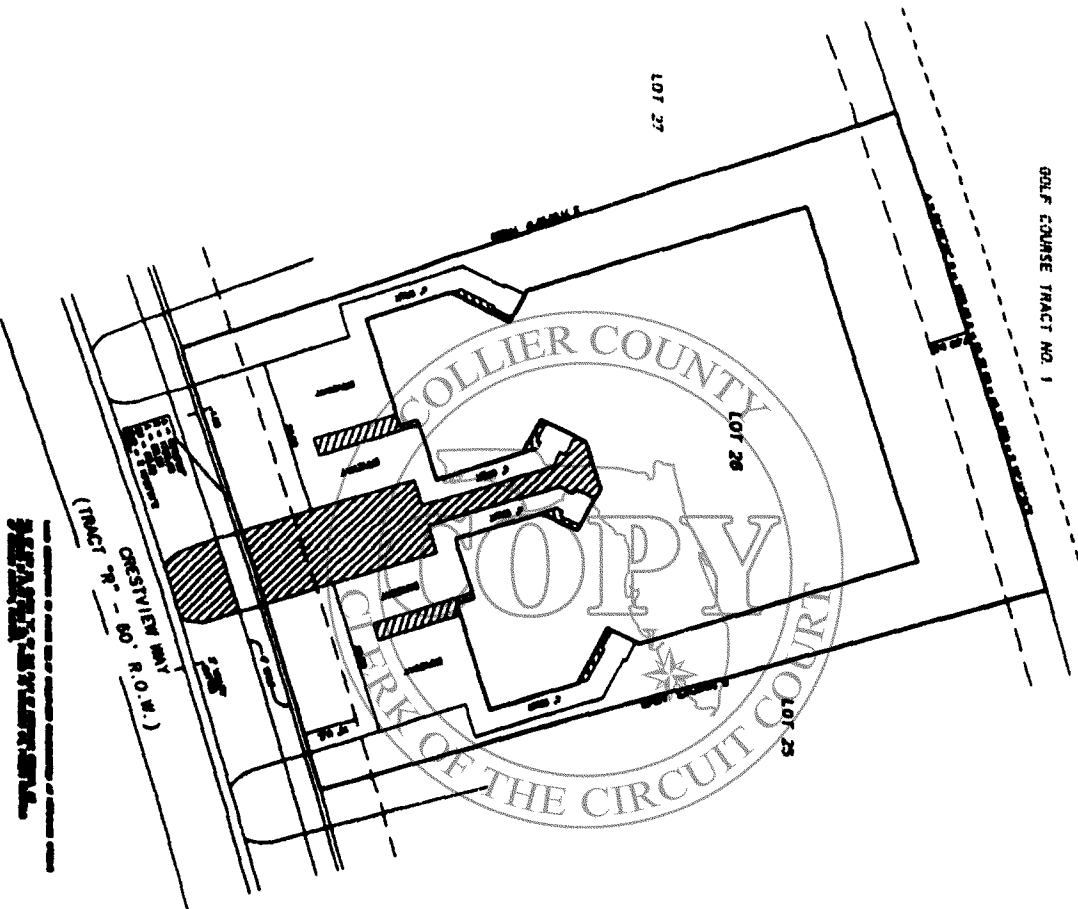
# **CRESTVIEW CONDOMINIUM AT HERITAGE GREENS PHASE III**

GOLF COURSE TRACT NO. 1

EXHIBIT "B"  
SHEET 3 of 5

CONDOMINIUM PLAT BOOK PAGE

PRELIMINARY  
BOUNDARY SURVEY



THIS SURVEY IS A PRELIMINARY BOUNDARY SURVEY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND.

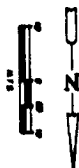
**LEGEND**

- 1. EXISTING LOT 26 AND LOT 27
- 2. LOT 26 - 100' x 100'
- 3. LOT 27 - 100' x 100'
- 4. LOT 28 - 100' x 100'
- 5. LOT 29 - 100' x 100'
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**CRESTVIEW CONDOMINIUM AT HERITAGE GRUENS  
PHASE IX**

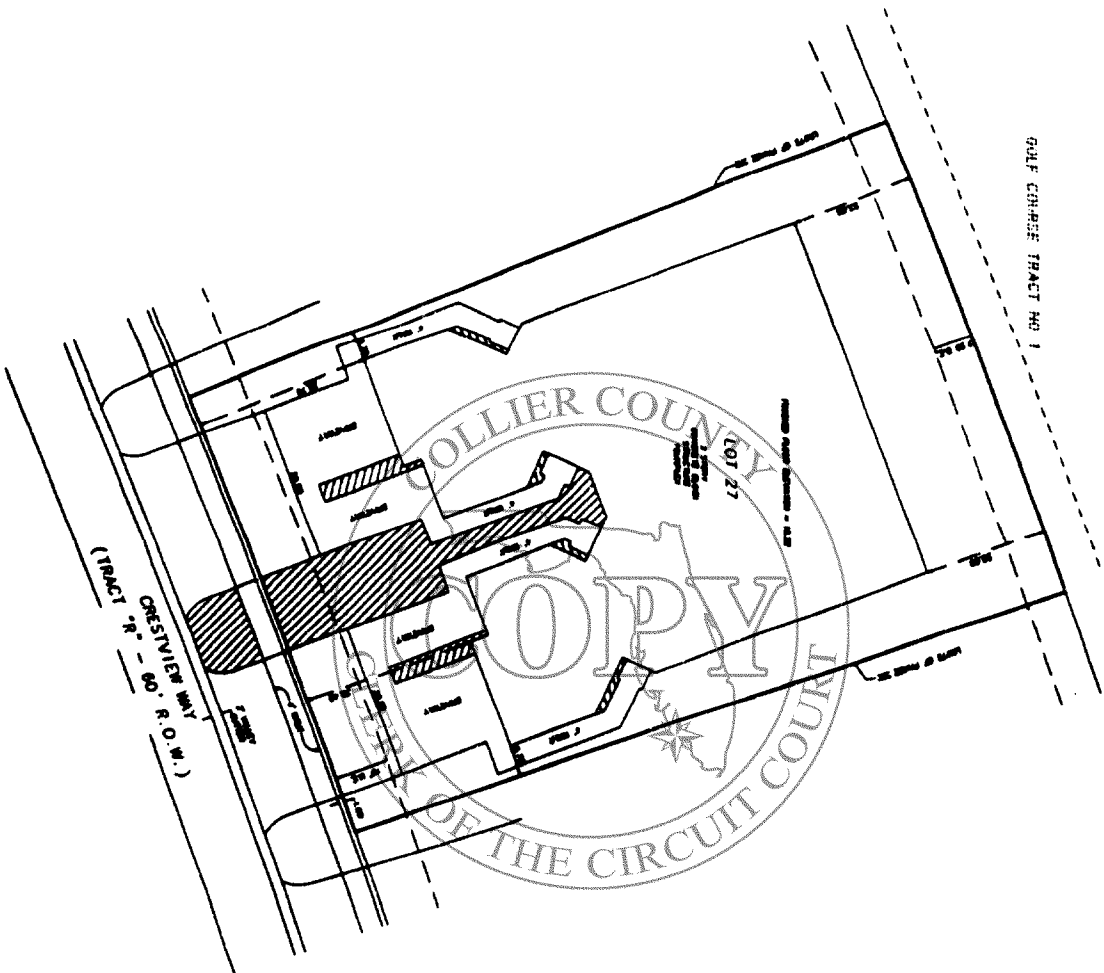
CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 2 OF 5



**EXHIBIT  
E-XV**

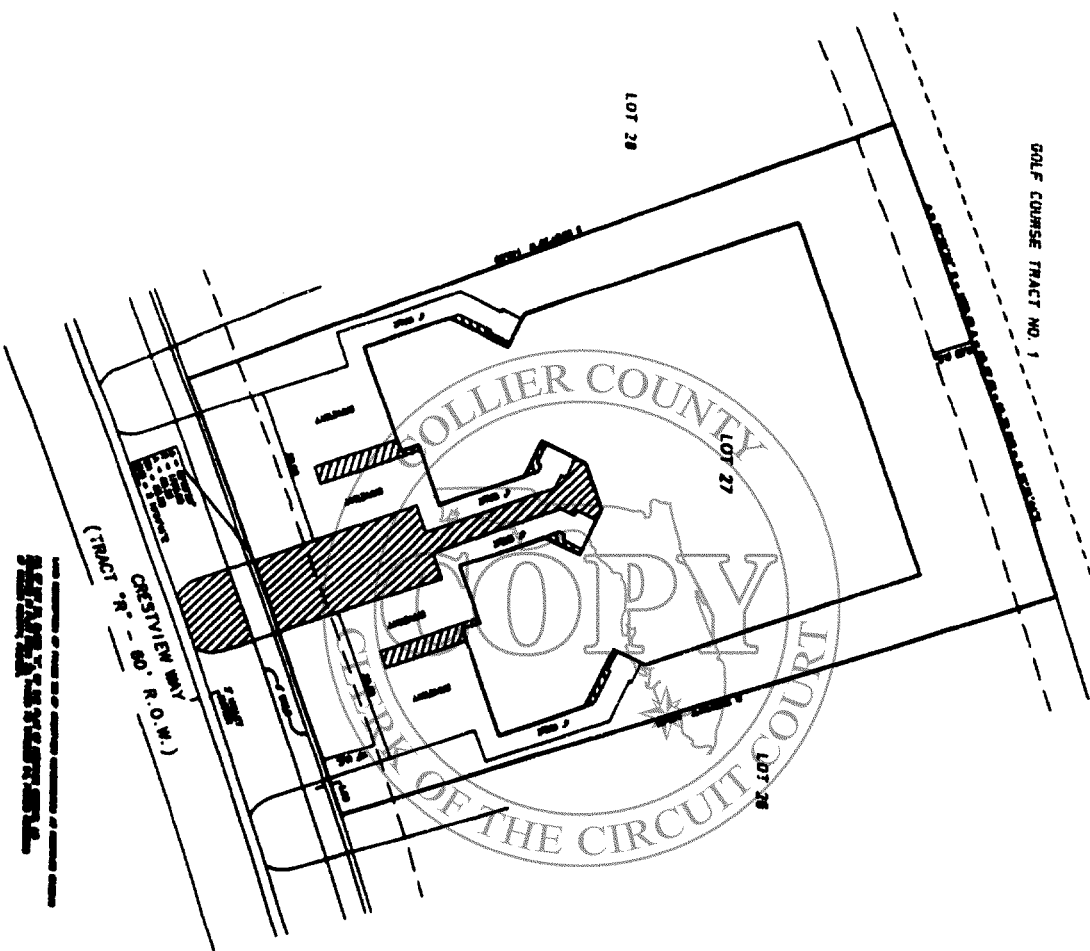
PLOT PLAN



NOT TO SCALE  
ALL DIMENSIONS SHOWN ARE APPROXIMATE  
AND SHOULD BE USED FOR INFORMATION ONLY  
THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING  
ALL NECESSARY PERMITS AND APPROVALS  
FROM THE APPROPRIATE AGENCIES  
BEFORE CONSTRUCTION OF THE PROJECT  
THESE PLANS ARE NOT TO BE USED FOR ANY  
OTHER PURPOSES WITHOUT THE WRITTEN  
CONSENT OF THE ARCHITECT

**EXHIBIT "B"**  
**DOCUMENT 3 of 5**

**CONSONANTS PLAT BOOK** \_\_\_\_\_ PAGE \_\_\_\_\_



# PRELIMINARY BOUNDARY SURVEY

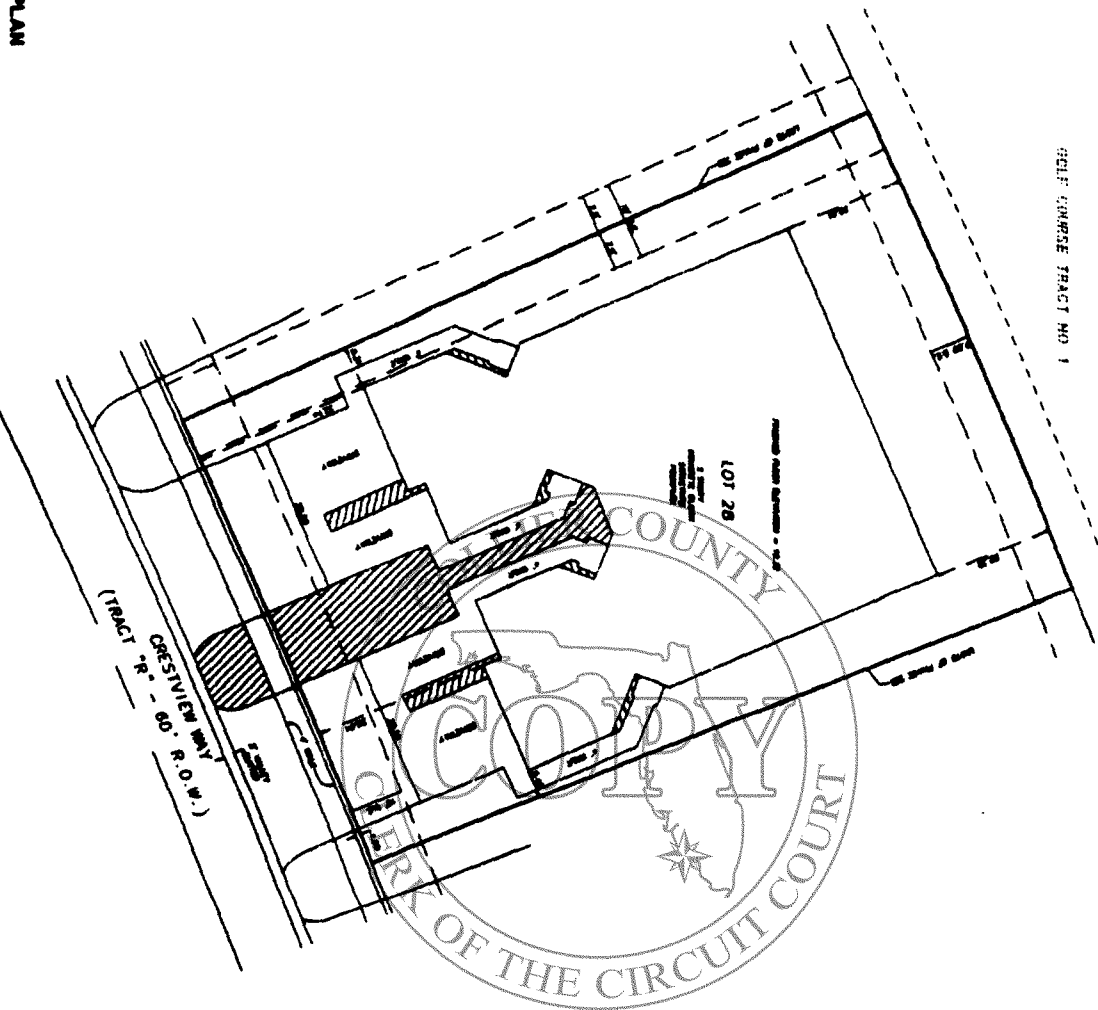
**ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED**

[illegible]

**CRESTVIEW CONDOMINIUM AT HERITAGE GREENS  
PAGE XII**

SELF-CONSTRUCT TRACT NO. 1

PLOT PLAN



**EXHIBIT  
E- XVI**



EXHIBIT "B"  
SHEET 2 of 5

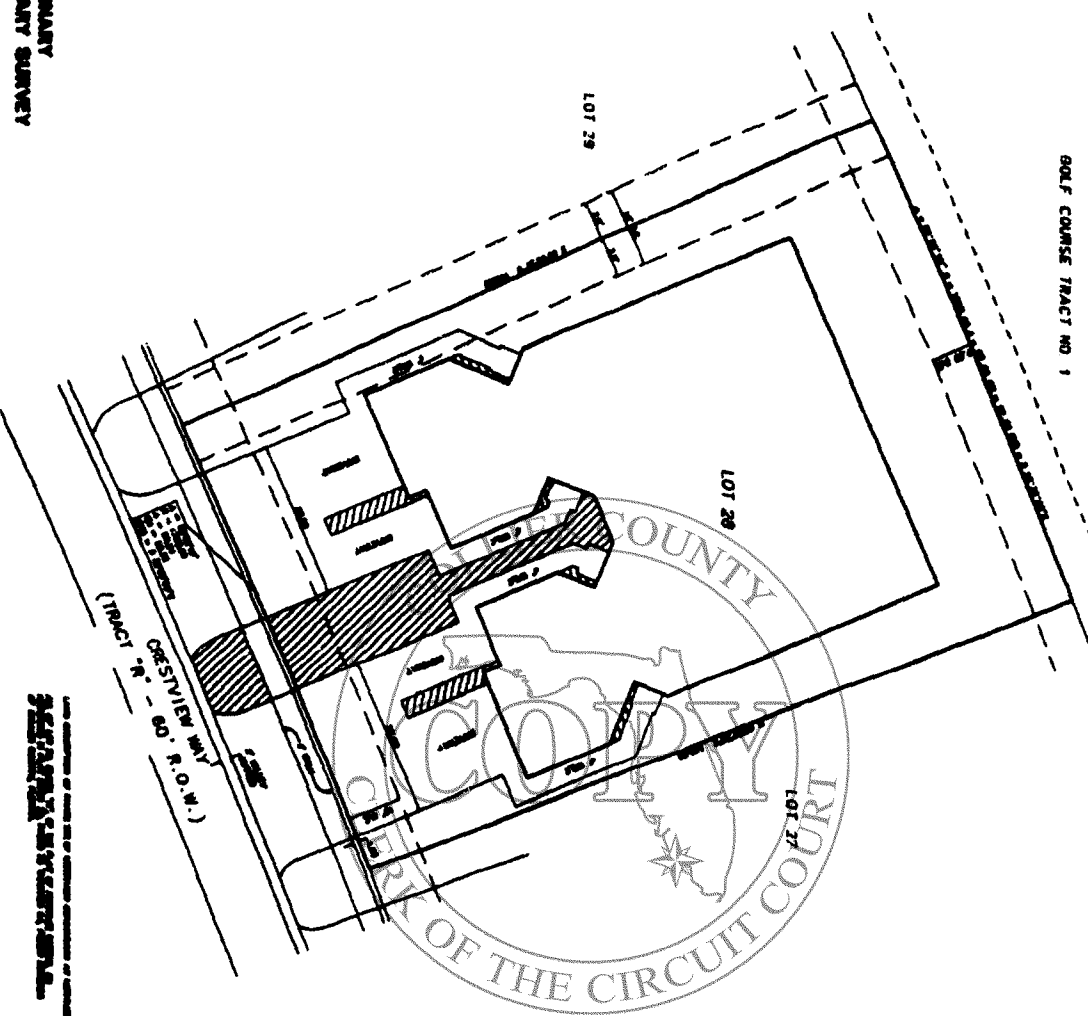
CONDOMINIUM PLAT BOOK PAGE

**LEGEND**  
Hatched area - Building Footprint  
Dashed line - Boundary Line  
Solid line - Right of Way Line  
Circle with dot - Light Pole  
Circle with cross - Fire Hydrant  
Circle with 'X' - Manhole  
Circle with 'A' - Access Point  
Circle with 'B' - Boundary Marker  
Circle with 'C' - Corner Marker  
Circle with 'D' - Drainage Marker  
Circle with 'E' - Easement Marker  
Circle with 'F' - Fencing Marker  
Circle with 'G' - Gate Marker  
Circle with 'H' - Handicap Marker  
Circle with 'I' - Information Marker  
Circle with 'J' - Junction Marker  
Circle with 'K' - Kiosk Marker  
Circle with 'L' - Landmark Marker  
Circle with 'M' - Monument Marker  
Circle with 'N' - Note Marker  
Circle with 'O' - Other Marker  
Circle with 'P' - Parking Marker  
Circle with 'Q' - Queue Marker  
Circle with 'R' - Road Marker  
Circle with 'S' - Sign Marker  
Circle with 'T' - Tree Marker  
Circle with 'U' - Utility Marker  
Circle with 'V' - View Marker  
Circle with 'W' - Water Marker  
Circle with 'X' - Xing Marker  
Circle with 'Y' - Yard Marker  
Circle with 'Z' - Zone Marker

# **CRESTVIEW CONDOMINIUM AT HERITAGE GREENS PHASE XII**

GOLF COURSE TRACT NO. 1

PRELIMINARY  
BOUNDARY SURVEY



THIS SURVEY IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 8 OF 8



- 1. LOT 28 - 100' x 100' - 100' x 100'
- 2. LOT 29 - 100' x 100' - 100' x 100'
- 3. LOT 30 - 100' x 100' - 100' x 100'
- 4. LOT 31 - 100' x 100' - 100' x 100'
- 5. LOT 32 - 100' x 100' - 100' x 100'
- 6. LOT 33 - 100' x 100' - 100' x 100'
- 7. LOT 34 - 100' x 100' - 100' x 100'
- 8. LOT 35 - 100' x 100' - 100' x 100'
- 9. LOT 36 - 100' x 100' - 100' x 100'
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- 11. LOT 38 - 100' x 100' - 100' x 100'
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- 13. LOT 40 - 100' x 100' - 100' x 100'
- 14. LOT 41 - 100' x 100' - 100' x 100'
- 15. LOT 42 - 100' x 100' - 100' x 100'
- 16. LOT 43 - 100' x 100' - 100' x 100'
- 17. LOT 44 - 100' x 100' - 100' x 100'
- 18. LOT 45 - 100' x 100' - 100' x 100'
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- 20. LOT 47 - 100' x 100' - 100' x 100'
- 21. LOT 48 - 100' x 100' - 100' x 100'
- 22. LOT 49 - 100' x 100' - 100' x 100'
- 23. LOT 50 - 100' x 100' - 100' x 100'
- 24. LOT 51 - 100' x 100' - 100' x 100'
- 25. LOT 52 - 100' x 100' - 100' x 100'
- 26. LOT 53 - 100' x 100' - 100' x 100'
- 27. LOT 54 - 100' x 100' - 100' x 100'
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- 30. LOT 57 - 100' x 100' - 100' x 100'
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- 43. LOT 70 - 100' x 100' - 100' x 100'
- 44. LOT 71 - 100' x 100' - 100' x 100'
- 45. LOT 72 - 100' x 100' - 100' x 100'
- 46. LOT 73 - 100' x 100' - 100' x 100'
- 47. LOT 74 - 100' x 100' - 100' x 100'
- 48. LOT 75 - 100' x 100' - 100' x 100'
- 49. LOT 76 - 100' x 100' - 100' x 100'
- 50. LOT 77 - 100' x 100' - 100' x 100'
- 51. LOT 78 - 100' x 100' - 100' x 100'
- 52. LOT 79 - 100' x 100' - 100' x 100'
- 53. LOT 80 - 100' x 100' - 100' x 100'
- 54. LOT 81 - 100' x 100' - 100' x 100'
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- 57. LOT 84 - 100' x 100' - 100' x 100'
- 58. LOT 85 - 100' x 100' - 100' x 100'
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- 71. LOT 98 - 100' x 100' - 100' x 100'
- 72. LOT 99 - 100' x 100' - 100' x 100'
- 73. LOT 100 - 100' x 100' - 100' x 100'

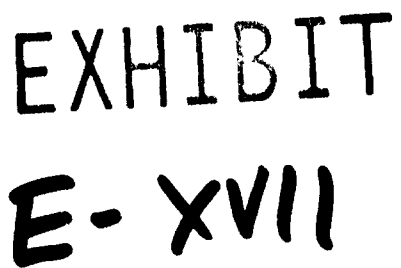


THIS SURVEY IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.

**CRESTVIEW CONDOMINIUM AT HERITAGE GREENS  
PHASE VII**

**EXHIBIT "B"**  
**SHEET 2 of 5**

**COMPONENTS PLAT BOOK PAGE**

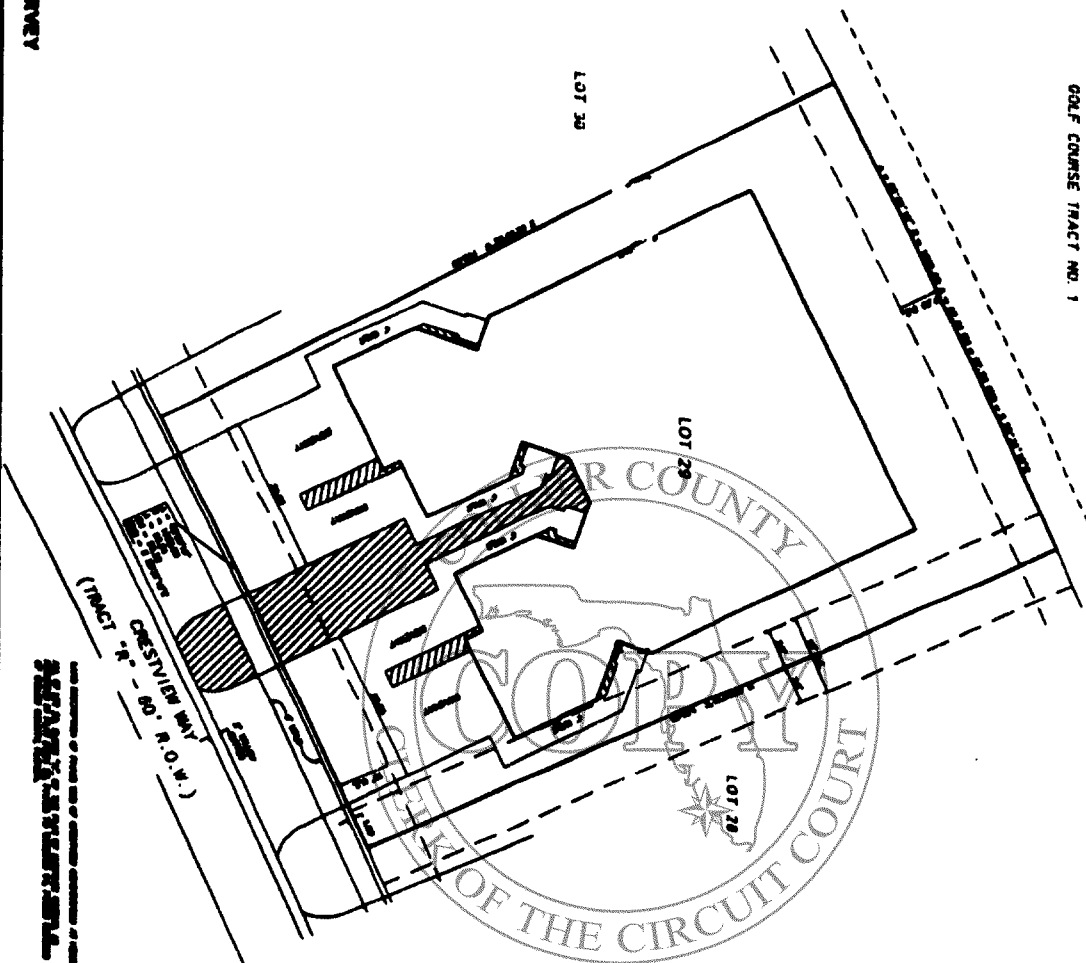


## PLOT PLAN

[illegible]

**GOLF COURSE TRACT NO. 1**

**EXHIBIT "B"**  
**Sheet 3 of 6**



# PRELIMINARY BOUNDARY SURVEY

**ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED**

**THE**

**1**

1. **RESEARCH AND DEVELOPMENT EXPENSE.**
2. **SALES - COST-GOODS.**
3. **EXPENSES OF THE SALE OF REALTY, TRUSTS, ETC.**
4. **EXPENSES OF THE SALE OF STOCKS AND BONDS.**
5. **EXPENSES OF THE SALE OF OTHER ASSETS.**
6. **EXPENSES OF THE SALE OF REALTY, TRUSTS, ETC.**
7. **EXPENSES OF THE SALE OF STOCKS AND BONDS.**
8. **EXPENSES OF THE SALE OF OTHER ASSETS.**

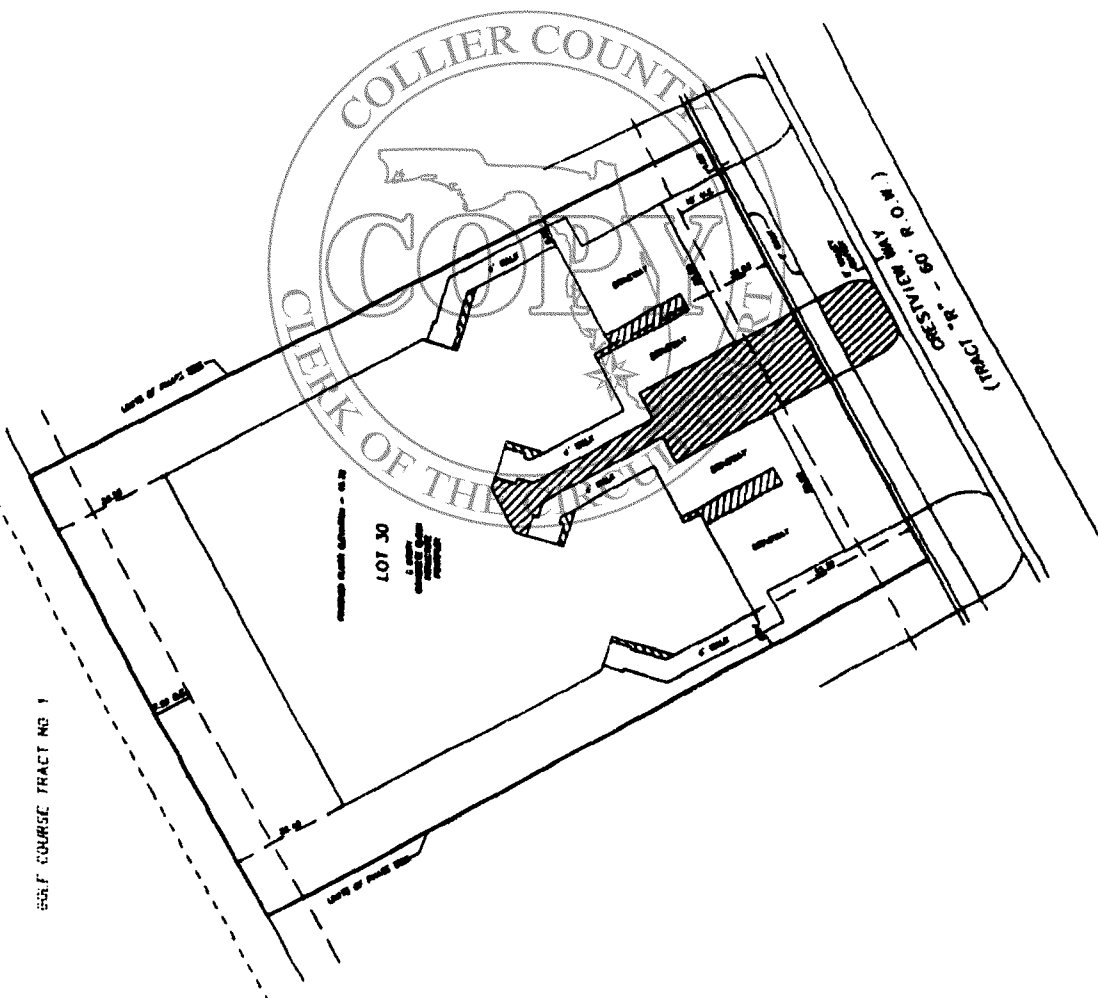
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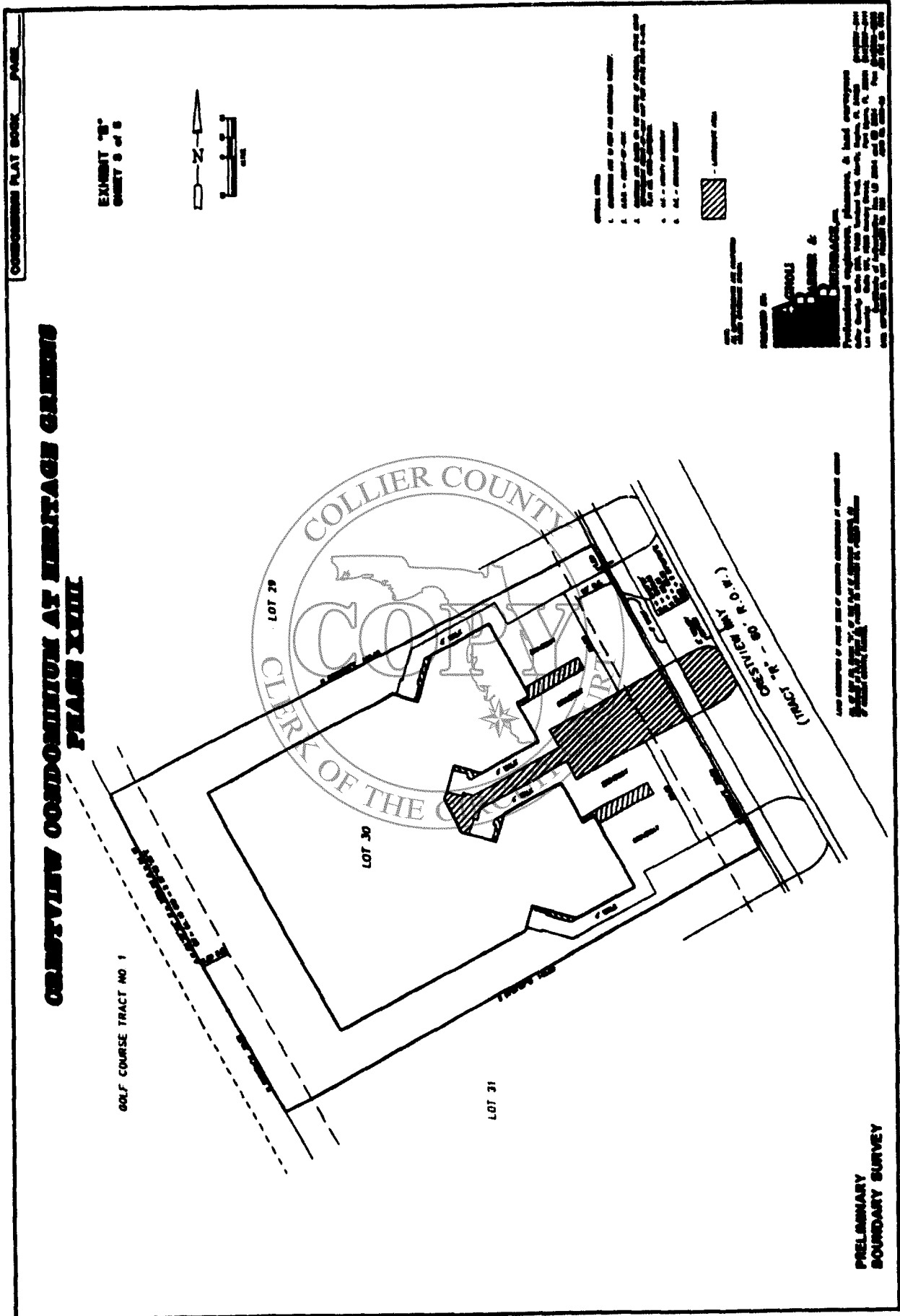
9 10 7 130000  
SHEET 2 of 5  
-B- INDEX



EXHIBIT E-XV111



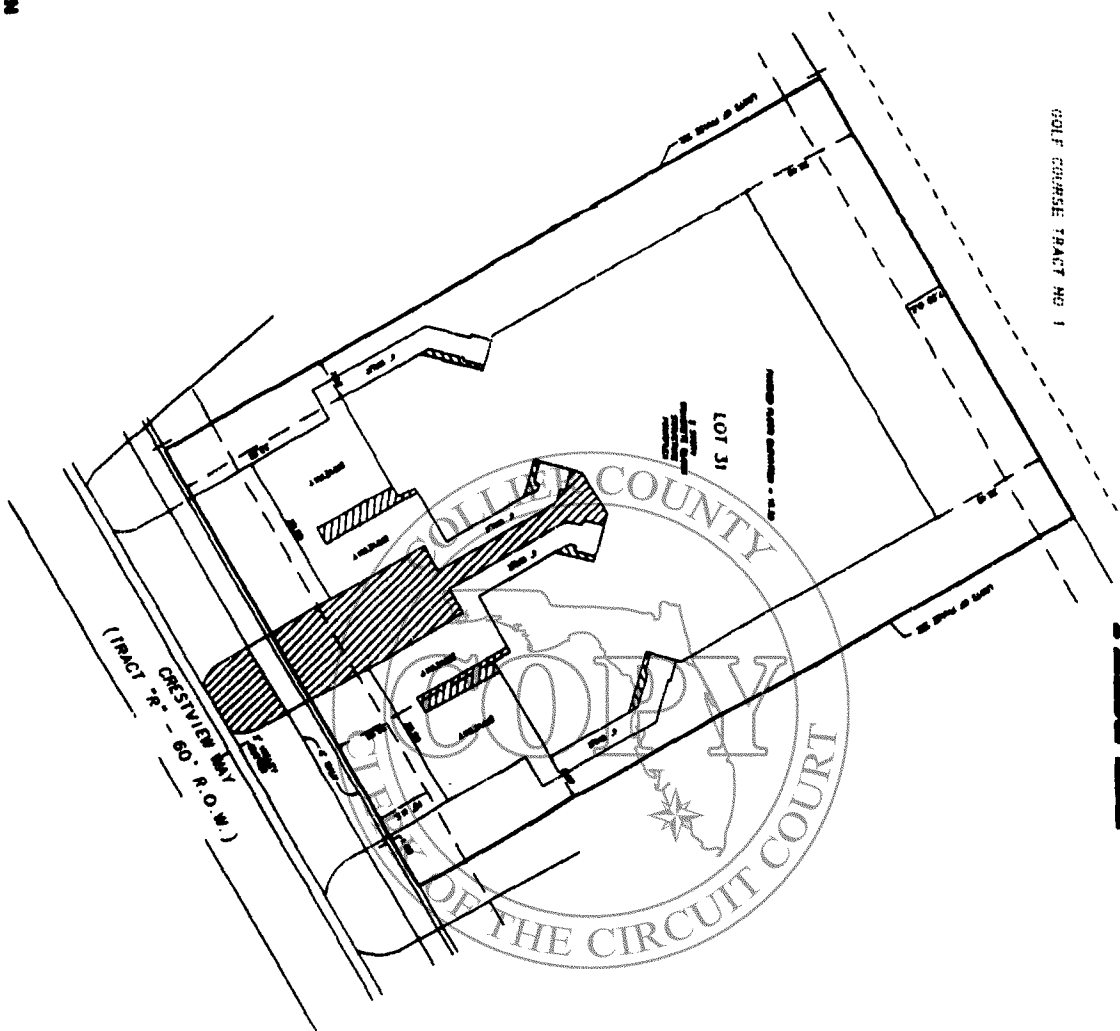
### PLOT PLAN



**CRISTVIEW CONDOMINIUM AT HERITAGE GREENS  
PHASE XIX**

GOLF COURSE TRACT NO. 1

PLOT PLAN



**EXHIBIT  
E-XIX**

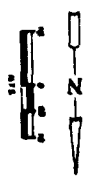


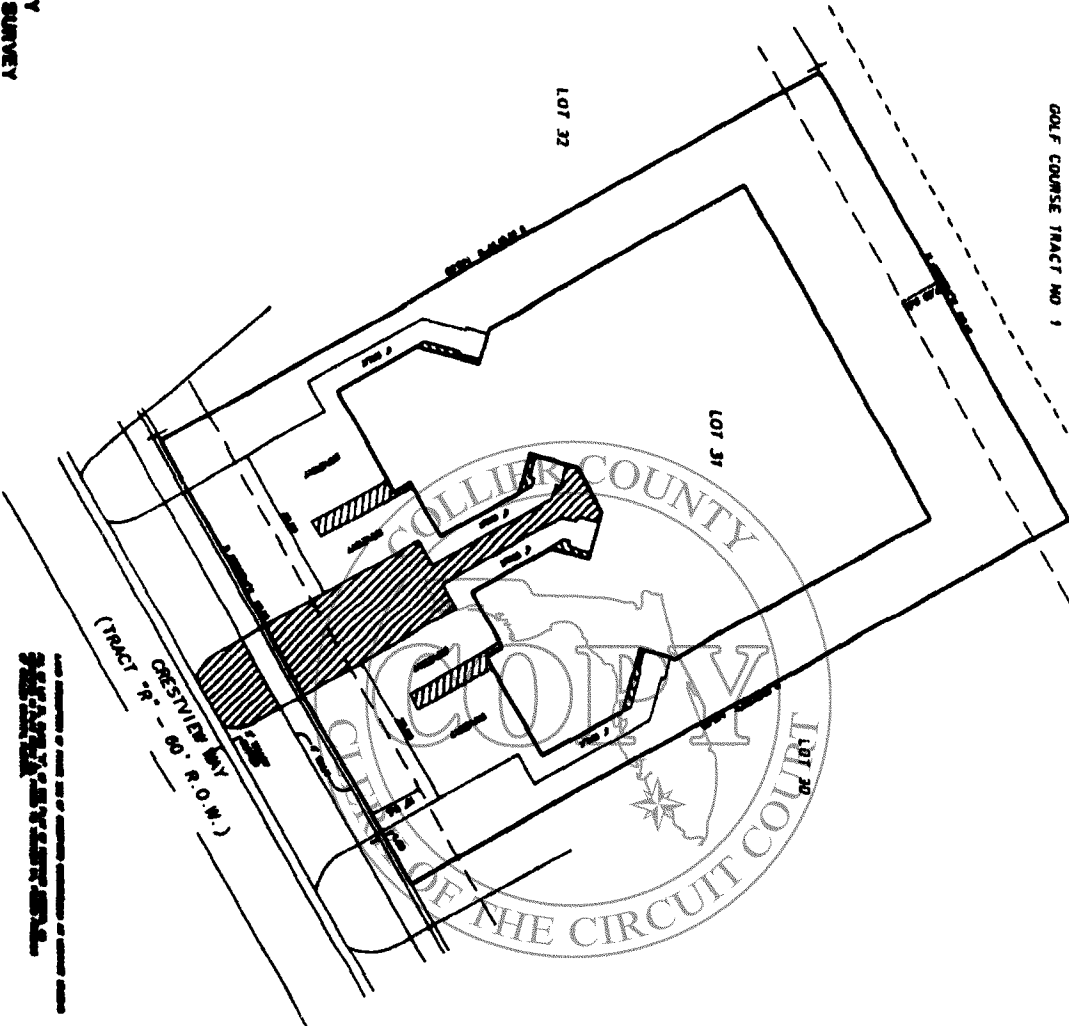
EXHIBIT "B"  
SHEET 2 of 5

**LEGEND**  
Hatched area: Existing building  
Solid line: Property line  
Dashed line: Easement  
Dotted line: Right of Way  
Double line: Road  
Circle with cross: Well  
Circle with dot: Water meter  
Circle with X: Sewer manhole  
Circle with +: Gas meter  
Circle with \*: Electric meter  
Circle with #: Telephone meter  
Circle with @: Cable TV meter  
Circle with %: Fire hydrant  
Circle with &: Fire alarm box  
Circle with ^: Fire alarm pull station  
Circle with v: Fire alarm bell  
Circle with <: Fire alarm horn  
Circle with >: Fire alarm siren  
Circle with ~: Fire alarm strobe  
Circle with `: Fire alarm speaker  
Circle with ~: Fire alarm bell  
Circle with <: Fire alarm horn  
Circle with >: Fire alarm siren  
Circle with ~: Fire alarm strobe  
Circle with `: Fire alarm speaker

# **CRESTVIEW CONDOMINIUM AT HERITAGE GREENS PHASE XIX**

GOLF COURSE TRACT NO. 1

PRELIMINARY  
BOUNDARY SURVEY



ALL DIMENSIONS OF LOTS AND OF BUILDING FOOTPRINTS ARE GIVEN IN FEET.  
ALL DIMENSIONS OF LOTS AND OF BUILDING FOOTPRINTS ARE GIVEN IN FEET.

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 3 of 5



- 1. BUILDING FOOTPRINTS
- 2. LOT LINES
- 3. LOT 30 - 60' R.O.W.
- 4. LOT 31 - 60' R.O.W.
- 5. LOT 32 - 60' R.O.W.
- 6. LOT 33 - 60' R.O.W.
- 7. LOT 34 - 60' R.O.W.
- 8. LOT 35 - 60' R.O.W.
- 9. LOT 36 - 60' R.O.W.
- 10. LOT 37 - 60' R.O.W.
- 11. LOT 38 - 60' R.O.W.
- 12. LOT 39 - 60' R.O.W.
- 13. LOT 40 - 60' R.O.W.
- 14. LOT 41 - 60' R.O.W.
- 15. LOT 42 - 60' R.O.W.
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- 19. LOT 46 - 60' R.O.W.
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- 21. LOT 48 - 60' R.O.W.
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- 23. LOT 50 - 60' R.O.W.
- 24. LOT 51 - 60' R.O.W.
- 25. LOT 52 - 60' R.O.W.
- 26. LOT 53 - 60' R.O.W.
- 27. LOT 54 - 60' R.O.W.
- 28. LOT 55 - 60' R.O.W.
- 29. LOT 56 - 60' R.O.W.
- 30. LOT 57 - 60' R.O.W.
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- 61. LOT 88 - 60' R.O.W.
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- 68. LOT 95 - 60' R.O.W.
- 69. LOT 96 - 60' R.O.W.
- 70. LOT 97 - 60' R.O.W.
- 71. LOT 98 - 60' R.O.W.
- 72. LOT 99 - 60' R.O.W.
- 73. LOT 100 - 60' R.O.W.

CRESTVIEW WAY

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

**CRYSTAL CONDOMINIUM AT HERITAGE GARDENS**  
**PHASE IX**

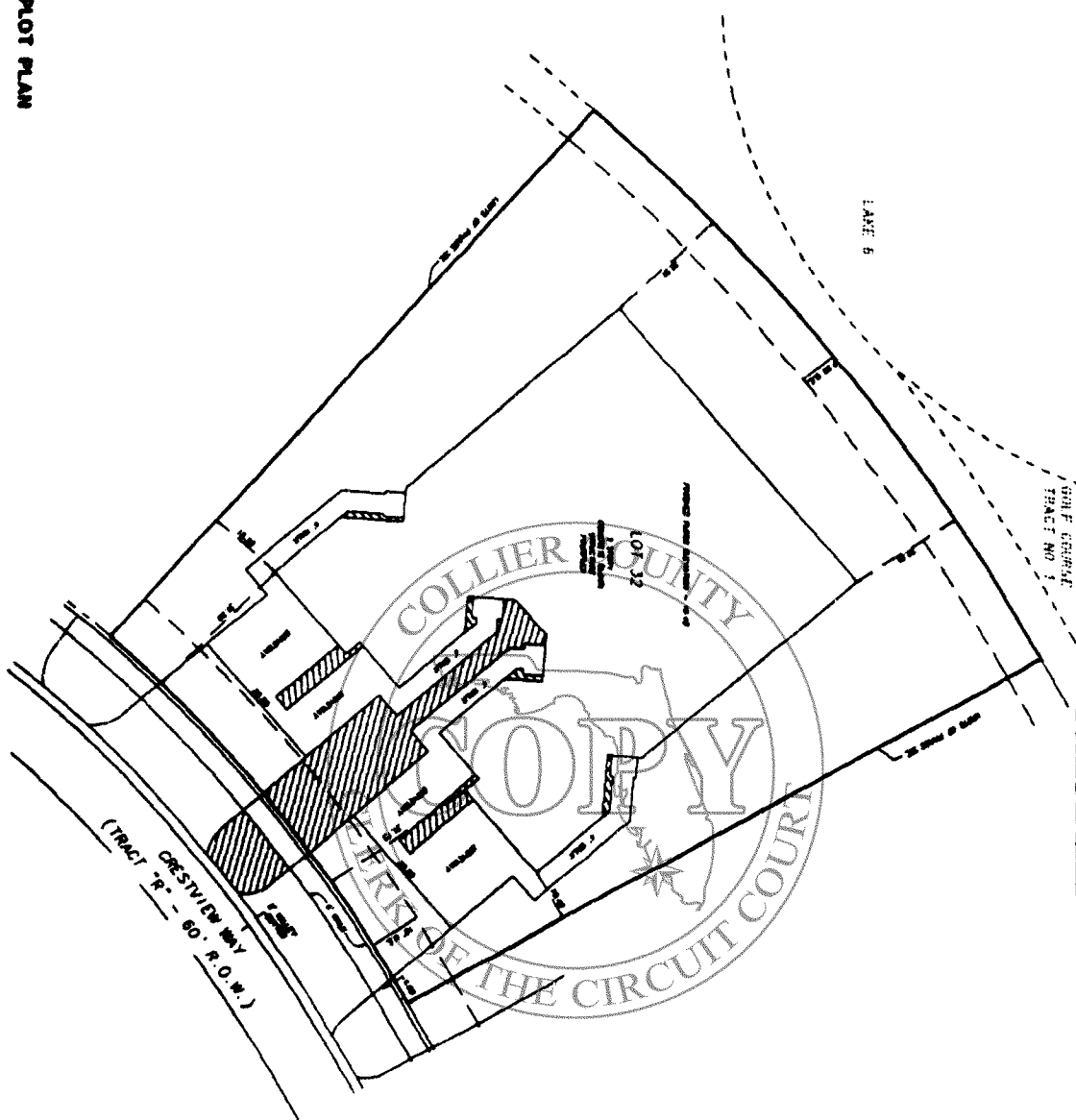
**COMPONENTS PLAT BOOK \_\_\_\_\_ PAGES**

EXHIBIT "B"  
PAGE 2 of 6



EXHIBIT  
E-XX

## PLOT PLAN

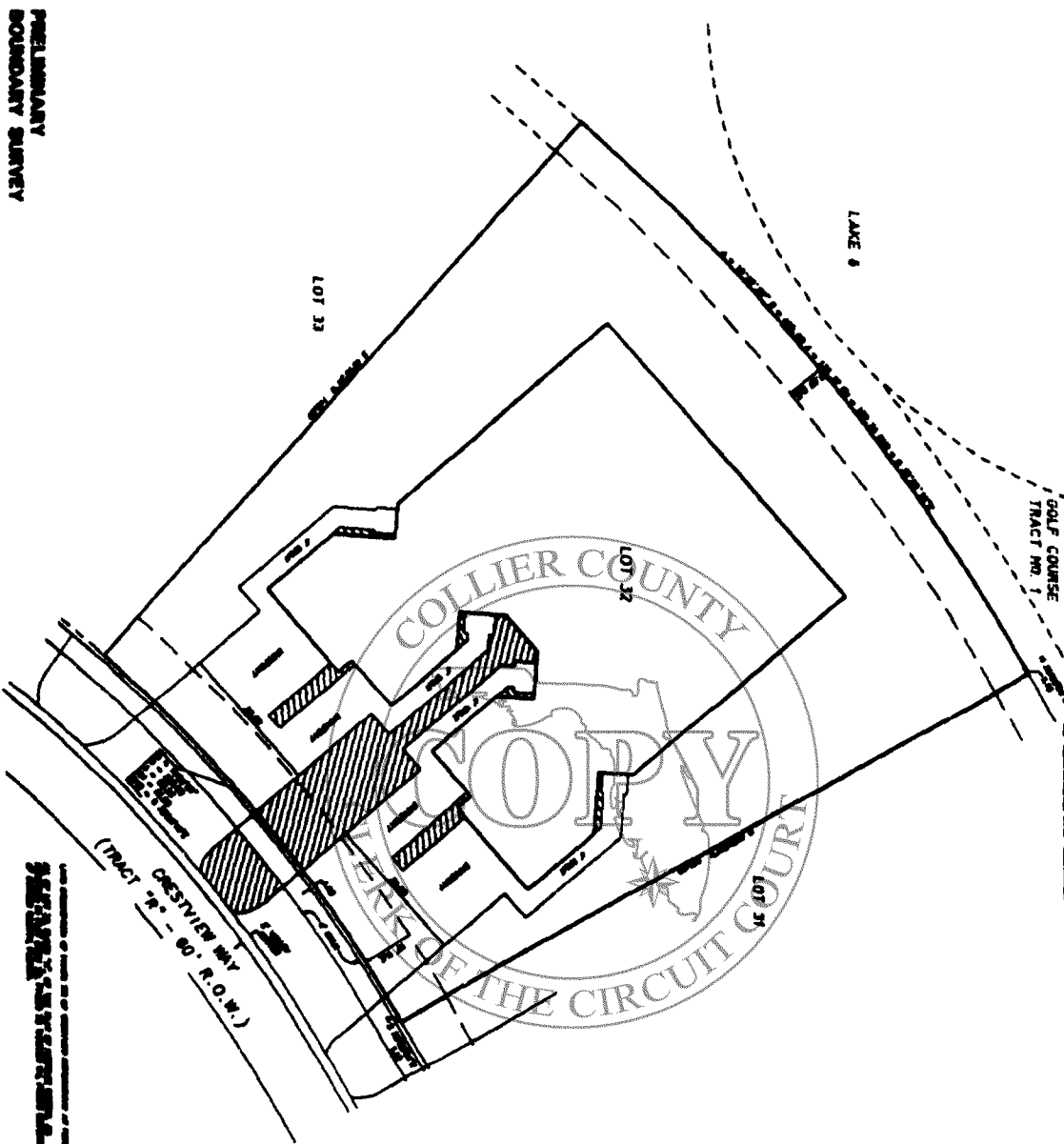


1. The first of these is the fact that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed changes to the law of the United Kingdom regarding the treatment of the British Commonwealth countries.

# **CRESTVIEW CONDOMINIUM AT HERITAGE GREENS PLAN 301C**

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "B"  
SHEET 3 of 5



ALL DIMENSIONS OF BUILDING ARE TO CENTERLINE OF LOT, UNLESS OTHERWISE NOTED.

SEE EXHIBIT "A" FOR FURTHER INFORMATION.

- 1. EXISTING LOT 31 AND LOT 32
- 2. EXISTING LOT 33
- 3. EXISTING LOT 34
- 4. EXISTING LOT 35
- 5. EXISTING LOT 36
- 6. EXISTING LOT 37
- 7. EXISTING LOT 38
- 8. EXISTING LOT 39
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- 28. EXISTING LOT 59
- 29. EXISTING LOT 60
- 30. EXISTING LOT 61
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- 33. EXISTING LOT 64
- 34. EXISTING LOT 65
- 35. EXISTING LOT 66
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- 37. EXISTING LOT 68
- 38. EXISTING LOT 69
- 39. EXISTING LOT 70
- 40. EXISTING LOT 71
- 41. EXISTING LOT 72
- 42. EXISTING LOT 73
- 43. EXISTING LOT 74
- 44. EXISTING LOT 75
- 45. EXISTING LOT 76
- 46. EXISTING LOT 77
- 47. EXISTING LOT 78
- 48. EXISTING LOT 79
- 49. EXISTING LOT 80
- 50. EXISTING LOT 81
- 51. EXISTING LOT 82
- 52. EXISTING LOT 83
- 53. EXISTING LOT 84
- 54. EXISTING LOT 85
- 55. EXISTING LOT 86
- 56. EXISTING LOT 87
- 57. EXISTING LOT 88
- 58. EXISTING LOT 89
- 59. EXISTING LOT 90
- 60. EXISTING LOT 91
- 61. EXISTING LOT 92
- 62. EXISTING LOT 93
- 63. EXISTING LOT 94
- 64. EXISTING LOT 95
- 65. EXISTING LOT 96
- 66. EXISTING LOT 97
- 67. EXISTING LOT 98
- 68. EXISTING LOT 99
- 69. EXISTING LOT 100

Return To:  
Prepared By:  
Stephen D. McCann, Esquire  
5811 Pelican Bay Boulevard  
Suite 210  
Naples, Florida 34108

**CONSENT OF MORTGAGEE  
TO  
DECLARATION OF CONDOMINIUM  
OF  
CRESTVIEW CONDOMINIUM AT HERITAGE GREENS**

THIS CONSENT OF MORTGAGEE ("Consent") is made and entered into this 28th day of April, 1998, by Ohio Savings Bank, 1801 E. 9th Street, Cleveland, Ohio, 44114 ("Mortgagee").

WHEREAS, Mortgagee is the owner and holder of that certain Mortgage executed by Heritage Greens Construction Limited Partnership, a Delaware limited partnership ("Developer") in favor of Mortgagee, dated September 11, 1997 and recorded September 22, 1998 in Official Records Book 2348, Page 2366, as modified by Mortgage Spreader Agreement dated January 6, 1998 and recorded February 13, 1998 in O.R. Book 2388, page 3020, both of the Public Records of Collier County ("County"), Florida (collectively the "Mortgage"); and

WHEREAS, the Mortgage encumbers the land ("Land") described in Exhibit A attached to the Declaration of Condominium ("Declaration") of Crestview Condominium at Heritage Greens to be recorded amongst the Public Records of the County and certain additional real property; and

WHEREAS, Mortgagee has agreed to consent to the Declaration;

NOW, THEREFORE, Mortgagee, for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable considerations to it in hand paid and the receipt of which is hereby acknowledged, does hereby agree as follows:

1. Mortgagee hereby consents to the recordation of the Declaration amongst the Public Records of the County and the creation thereby of Crestview Condominium at Heritage Greens.

2. Mortgagee agrees that the lien of the Mortgage, as it applies to and encumbers the Land, shall be upon the "Units" and "Common Elements," as those terms are defined in the Declaration.

3. This Consent shall apply and be effective solely to the Land and nothing herein contained shall affect, alter or modify in any manner whatsoever the terms and conditions, and the liens, operation, effect and priority of the Mortgage upon any real property encumbered by the Mortgage other than the Land, nor shall this Consent affect, alter or modify the priority of the Mortgage upon the Land.

\$4.50 OR: 2420 PG: 031731

\*\*\*  
\$4.50 OR: 2420 PG: 03173J \*\*\*

4. Under no circumstances shall this Consent be construed as an Exhibit to the Declaration. The Developer, however, may attach this Consent to the Declaration for the purpose of recording the Declaration and this Consent amongst the Public Records of the County. This Consent does not constitute the execution of or joinder in the Declaration by Mortgagee.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer the day and year first above written.

WITNESSES:

Ohio Savings Bank

*Patricia A. Haupt*  
PATRICIA A. HAUPT  
(Please Print Name)

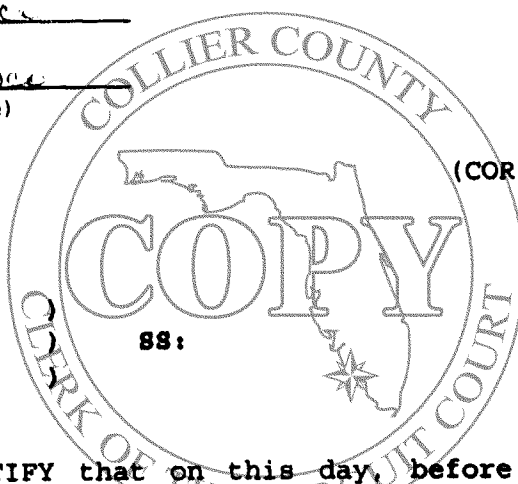
By: *Frank J. Bolognia*

Title: Senior Vice President

Frank J. Bolognia

(Please Print Name)

*Debra A. Demance*  
DEBRA A. DEMANCE  
(Please Print Name)

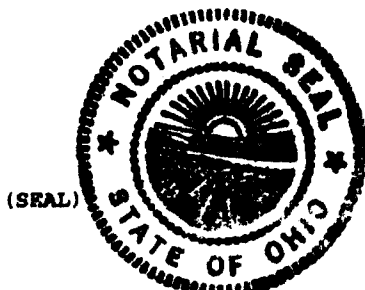


STATE OF OHIO

COUNTY OF CUYAHOGA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Frank J. Bolognia the Senior Vice President of Ohio Savings Bank, to me known to be the person who executed the foregoing instrument as such person and ~~she~~ acknowledged before me that ~~she~~ executed the same for the uses and purposes therein mentioned and that the said instrument is the act and deed of said bank. ~~She~~ is personally known to me or has produced N/A as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 28<sup>th</sup> day of April, 1998.



*Patricia A. Haupt*  
NOTARY PUBLIC PATRICIA A. HAUPT, Notary Public  
State of Ohio  
My Commission Expires Oct. 29, 2001

Please Print Name

My Commission Expires:

10/29/2001