

This instrument prepared by:
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**CERTIFICATE OF AMENDMENT
TO THE SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF COUNTRY CLUB VILLAGE II OF CROSS CREEK, A
CONDOMINIUM
AND THE
SECOND AMENDED AND RESTATED BYLAWS
OF COUNTRY CLUB VILLAGE II OF CROSS CREEK CONDOMINIUM
ASSOCIATION, INC.**

THE UNDERSIGNED, being duly elected and acting President and Secretary, respectively, of **COUNTRY CLUB VILLAGE II OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that all the resolutions set forth below were approved, evidenced by a written statement or ballot manifesting their intention that such amendments be adopted. The resolutions were approved and adopted by the votes indicated for the purposes of amending the Declaration of Condominium of Country Club Village II of Cross Creek, a Condominium and the Bylaws of Country Club Village II of Cross Creek Condominium Association, Inc., as recorded in Official Records Book 1903, Pages 3261-3331, and as may have been subsequently amended, in the Public Records of Lee County, Florida.

1. The following resolution was approved by a positive vote of a majority of the total voting interests of the Association:

RESOLVED: That the Declaration of Condominium of Country Club Village II of Cross Creek, a Condominium be and is hereby amended, and the Amendment to the Declaration of Condominium of Country Club Village II of Cross Creek is adopted in the form attached hereto as **Exhibit "A"**, and made a part hereof;

2. The following resolution was approved by a positive vote of the total voting interests of the Association:

RESOLVED: That the Bylaws of Country Club Village II of Cross Creek Condominium Association, Inc., be and is hereby amended, and the Amendment to the Bylaws of Country Club Village II of Cross Creek Condominium Association, Inc. is adopted in the form attached hereto as **Exhibit "B"**, and made a part hereof;

This Instrument Prepared By:
Christopher J. Shields, Esquire
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
COUNTRY CLUB VILLAGE II
OF CROSS CREEK, A CONDOMINIUM**

(SUBSTANTIAL REWORDING OF DECLARATION AND BYLAWS. PLEASE SEE ORIGINAL DECLARATION AS RECORDED IN OFFICIAL RECORDS BOOK 1903, PAGES 3261-3331, AND AS SUBSEQUENTLY AMENDED IN OFFICIAL RECORDS BOOK 1904, PAGES 4694 ET SEQ., OFFICIAL RECORDS BOOK 1918, PAGES 1723 ET SEQ., OFFICIAL RECORDS BOOK 1932, PAGES 557 ET SEQ., OFFICIAL RECORDS BOOK 1938, PAGES 2826 ET SEQ., OFFICIAL RECORDS BOOK 2208, PAGES 2955 ET SEQ., OFFICIAL RECORDS BOOK 2309, PAGES 1032 ET SEQ., ALL IN THE PUBLIC RECORDS FOR LEE COUNTY, FLORIDA.)

The Association, as representatives of the members in ***Country Club Village II of Cross Creek Condominium***, pursuant to the amendment powers contained in the Declaration of Condominium, Articles of Incorporation, the By-Laws and Florida Statutes, after proper notice and discussion, and after recommendation and approval, file this Amended and Restated Declaration of Condominium and Bylaws.

1. ***CONFIRMATION OF PRIOR STATEMENT OF CONDOMINIUM SUBMISSION:*** The owners of units of ***Country Club Village II of Cross Creek Condominium***, do hereby confirm the statements of Condominium as reflected in the Public Records of Lee County, Florida as follows: Statement of Condominium Submission, Official Record Book 1903 at Pages 3261-3331., in the Public Records of Lee County, Florida.

The legal description is attached as Exhibit "A".

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

2.1 ***"Act" or "Condominium Act"*** means the Condominium Act, Chapter 718, Florida Statutes (2012) including the definitions therein contained.

COUNTRY CLUB VILLAGE II OF CROSS CREEK- DECLARATION

2.2 **"Articles"** means Articles of Incorporation are attached as Exhibit "B" to this Declaration.

2.3 **"Assessment"** means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner, and such additional sums which may be assessed directly against the Unit.

2.4 **"Association"** means Country Club Village II of Cross Creek Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

2.5 **"Association Property"** means all real property, owned or leased by the Association for the use and benefit of the Unit Owners.

2.6 **"Board of Directors" or "Board" or "Directors"** means the representative body which is responsible for the administration of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration". Each Director must be a Unit Owner, or Primary Occupant (in case of Units that designate a Primary Occupant), the spouse of a Unit Owner or Primary Occupant, the settlor or grantor of a trust, which owns a Unit, or the spouse of such party, a beneficiary as defined in Section 737.303(4)(b), Florida Statutes, (2012) of a trust which owns a Unit, provided said beneficiary occupies the Unit, or the spouse of such party.

2.7 **"Building"** means the structure or structures in which the Units are located, regardless of the number thereof.

2.8 **"Bylaws"** means the Bylaws of the Association as attached hereto as Exhibit "C".

2.9 **"Charge"** means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

2.10 **"Common Elements"** mean and include those portions of the Condominium Property not included in the Units, and as further described in Article 5 and the Act.

2.11 **"Common Expenses"** means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Common expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills, pool service, janitor service, accounting and legal fees, wages and fees for managerial and other services,

and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of bulk cable or master antenna television, and bulk interior pest control, are specifically considered a Common Expense, if so designated by the Board. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium.

2.12 **"Common Surplus"** means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses.

2.13 **"Condominium Documents"** means this Declaration; the Surveyor's Plat copies of which are attached hereto as Exhibit "A"; Articles of Incorporation of Country Club Village II of Cross Creek Condominium Association, Inc. attached as Exhibit "B"; Bylaws attached hereto as Exhibit "C", Rules and Regulations attached as Exhibit "D". The Rules and Regulations need not (but may) be recorded in the Lee County Public Records in order to be valid.

2.14 **"Condominium Parcel"** means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

2.15 **"Condominium Property"** means the Land and property interests subjected to Condominium ownership under this Declaration, all original improvements on the Land (or replacements thereof), and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.16 **"County"** means the County of Lee, State of Florida.

2.17 **"Declaration" or "Declaration of Condominium"** means this instrument, and as it may be amended from time to time.

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

2.18.1 One natural person, his spouse, if any, and their custodial children, if any.

2.18.2 Not more than two natural persons not meeting the requirement of 2.18.1 above, but who customarily reside together as a single housekeeping unit, and the custodial children of said parties, if any.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family Member" is a person who resides in a Unit as part of the Owner's Family, but is not a title holder.

2.19 **"Fixtures"** means those items of tangible property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms, and light fixtures.

2.20 **"Fractional Ownership" or "House Sharing"** means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial Owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

2.21 **"Guest"** means any person who is not the Unit Owner or a Tenant or a member of the Owner's or Tenant's Family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

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

2.23 **"Insurable Improvements"** shall mean the "Building" as defined in Section 2.7 of this Declaration, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association.

2.24 **"Invitee" or "Licensee"** shall mean a person or persons allowed entry for the purpose of conducting business with a Unit's occupant, or otherwise entering the Condominium Property on a temporary basis at the express or implied consent of the Unit Owner.

2.25 **"Master Association"** shall mean Cross Creek of Fort Myers Community Association, Inc., a not for profit. The Master Declaration of Covenants, Conditions and Restrictions for Cross Creek

of Fort Myers and all exhibits thereto are recorded in Official Records Book 1760 at Pages 2417-2515, inclusive, and as subsequently amended, all in the Public Records of Lee County, Florida.

2.26 **"Lease"** means the grant by a Unit Owner of a right of use of the Owner's Unit for consideration.

2.27 **"Limited Common Elements"** shall include property which is reserved for the use of a certain Unit to the exclusion of other Units as reflected on the Surveyor's Plat or in this Declaration. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area (e.g. air conditioning compressors) shall serve to define the area as a Limited Common Element.

2.28 **"Limited Common Expense"** means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are assessed only against the benefitting Unit Owner(s), as authorized by Section 718.113(1) of the Act, and if so provided in this Declaration.

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

2.30 **"Rules and Regulations"** means those Rules and Regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association subject to any limits set forth in the Declaration of Condominium.

2.31 **"Tenant" or "Lessee"** means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-Owner involves consideration, the payment of money, the exchange of good and services, etc.

2.32 **"Unit"** means a part of the Condominium Property subject to exclusive ownership.

2.33 **"Unit Owner" or "Owner"** has the same meaning as the term "Unit Owner" as defined in the Condominium Act, except that for the purpose of interpreting use and occupancy restrictions related to Units, in cases where a Primary Occupant has been designated for a Unit because of its ownership, the word "Owner" refers to the Primary Occupant and not the record Owner. See also Section 2.29.

2.34 **"Utility Service"** as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric

power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

2.35 **"Voting Interest"** means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote per Unit in the Association matters. There are thirty-eight (38) Units, so the total number of Voting Interests is thirty-eight (38).

3. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS.

3.1 **Survey and Plot Plans.** Attached to this Amended and Restated Declaration as Exhibit "A" are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the exhibit is in sufficient detail to identify each unit, the common elements and limited common elements, and their relative locations and dimensions.

3.2 **Boundaries.** Each Unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations.

3.2.1 **Horizontal Boundaries** - The upper and lower boundaries of the units shall be:

(A) **Upper Boundary** - The underside of the finished undecorated ceilings of the unit, extended to meet the vertical boundaries.

(B) **Lower Boundary** - The upperside of the finished undecorated surface of the lower (ground) floor of the unit, extended to meet the vertical boundaries.

3.2.2 **Vertical Boundaries** - The vertical boundaries shall be both the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the building or common areas.

4. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

4.1 **Shares of Ownership.** The Condominium contains thirty-eight (38) units. The schedule of percentages of ownership in common elements appurtenant to each unit in this condominium is as follows: Each unit owner shall be liable for a 1/38th proportionate share of the common expenses.

4.2 **Appurtenances to Each Unit.** The owner of each unit has certain rights and owns a certain interest in the condominium property, including without limitation the following:

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- (A) An undivided ownership share in the Land and other common elements of the Condominium and the common surplus of the Association, as specifically set forth in Section 4.1 above.
- (B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association.
- (C) The exclusive right to use the limited common elements reserved for the unit, and the non-exclusive right to use the common elements.
- (D) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- (E) Other appurtenances as may be provided by law or by this Declaration and its exhibits.

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

4.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements and common areas in accordance with the purposes for which they are intended, but no use may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the units, common elements, and limited common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Association, through its Board of Directors, as set forth in the Bylaws. Use of the units is restricted to single family residential purposes only. A unit may be owned in a trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers of title. Units owned in the name of a corporation, limited liability company, partnership or trust shall be treated as co-owned. Co-ownership of units is permitted. However, if the co-owners are other than husband and wife, the co-owners shall designate one (1) of the co-owners as the "primary occupant." The use of the unit by other co-owners shall be as though the primary occupant were the only actual owner. Those co-owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Both the initial approval and the continued approval of a trustee, corporation, or other entity as an owner, shall be conditioned upon designation of one (1) natural person to be the "primary occupant", and the use of the unit by other persons shall be as though the primary occupant were the only actual owner. Those co-owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift. No more than one (1) such change shall be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial or tax planning

and not to create circumstances in which the unit may be used as short term accommodations for several families or individuals.

5. COMMON ELEMENTS; EASEMENTS.

5.1 **Definition.** The term "common elements" means all of the condominium property not included within the units, and includes without limitation the following:

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

5.2 **Easements.** Each of the following easements and easement rights is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium.

None of the easements specified in this Section may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

(A) **Utility and other Easements.** The Association has the power, without the joinder of any unit owner, to grant easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements, and to grant access easements or relocate any existing access easements in any portion of the common elements, as the Association shall deem necessary or desirable for the proper Operation and maintenance of the Condominium. This power also includes a limited power to convey easements, as provided for in Chapter 73, Florida Statutes. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities

or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

(B) Encroachments. If any unit encroaches upon any of the common elements or upon any other unit for any reason other than the intentional act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways. Speed bumps or other traffic control devices may be installed by the Association, and such case, shall not be deemed to unreasonably impair the owners' easement rights hereunder.

5.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and passes with the title to the unit, whether separately described or not. No owner may maintain an action for partition of the common elements. A unit owner's interest in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit.

6. LIMITED COMMON ELEMENTS.

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

(A) Terraces, Storage Lockers, Courtyards, and Patios, etc. Any terrace, storage locker, courtyard, patio or other facility (enclosed, screened, fenced or open) as to which direct or exclusive access shall be afforded to any particular unit shall be a limited common element of such unit.

(B) Parking Spaces. There is one covered parking space assigned by the previous developer or the Association to each unit.

(C) Miscellaneous Areas Equipment. Any area in which equipment or fixtures (including air conditioning compressors) is located, which equipment or fixtures including but not limited to mail boxes and posts, are for the exclusive use of any particular unit or units, shall be Limited Common Elements of such units.

(D) Utilities Serving a Single Unit. Any electrical conduit or other installations located outside the unit, for the furnishing of utilities to a single unit shall be Limited Common Elements of such unit.

(E) Windows and Doors. Any windows and doors which are located outside the unit boundaries described in Section 3.2 above shall be deemed Limited Common Elements.

6.2 Exclusive Use and Transfer of Use Rights. The exclusive right to use a limited common element is an appurtenance to the unit or units to which it is designated or assigned. If, after all of the units have been sold, the exclusive use of any assignable limited common element was not, for any reason, assigned to the use of a specific unit or units by the Developer, the Association may do so. The right of exclusive use of each limited common element passes with the unit to which it is assigned whether or not separately described, and cannot be separated from it; except that the use rights to particular limited common elements may be exchanged between unit, or transferred to another unit, as follows:

6.2.1 The unit owners desiring to exchange such use rights shall execute a Certificate of Transfer in recordable form, which shall include the recording data identifying the Declaration, and be executed by the owners with the formalities required for the execution of a deed.

6.2.2 The transfer of use rights shall be complete and effective when the Certificate is recorded in the Public Records of the County in which the Declaration is recorded.

7. ASSOCIATION. The operation of the Condominium is by Country Club Village II of Cross Creek Condominium Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

7.1 Delegation of Management. The Board of Directors may contract for the management and maintenance of the condominium property and authorize a manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and maintenance and repair of the common elements with funds made available by the Association for such purposes. Any Management Company shall be engaged by written Contract. The Association and its Directors and officers shall, however, retain at all times the powers and duties provided in the Condominium Act.

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

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

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

7.5 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

The Association shall not be required to provide a prospective purchaser or lienholder with information about the condominium or the Association other than information or documents required by law to be made available or disclosed.

Notwithstanding the foregoing, the Association shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or member for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee does not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with its response.

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

7.7 Acquisition of Property. The Association has the power to acquire property, real or personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided

in 7.6 above, the power to acquire interests in real property may be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

7.8 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may not be mortgaged, sold, or otherwise encumbered or disposed of by the Board of Directors, without the prior authorization of at least a majority of the voting interests present, in person or by proxy.

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

Additionally, the Association may maintain the electronic mailing addresses designated by members for receiving notice by electronic transmission of those members consenting in writing to receive notice by electronic transmission. The electronic mailing addresses and telephone numbers provided by members to receive notice by electronic transmission shall be removed from Association records and not made available to other members when consent to receive notice by electronic transmission is revoked in writing and sent to the Association. The Association, however, is not liable for an erroneous disclosure of the electronic mailing address or the number for receiving electronic transmission of notices.

7.10 Fees for Use of Common Elements. Pursuant to Florida Statute §718.111(4) (2004), as amended from time to time, the Board of Directors shall have the authority to set use fees for private use of common elements or Association Property, as well as the regulations and policies pertaining to such use.

7.11 Limitation Upon Liability of Association. Notwithstanding the duty to maintain and repair parts of the Condominium Property, the Association is not liable to unit owners for injury or damage, other than for the cost of maintenance and repair caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any unit owners, regardless if whether or not the same shall have been approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HERE OR IN THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR

SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN AND ARE TO BE INTERPRETED AND ENFORCED FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF; AND

(B) THE ASSOCIATION IS NOT EMPOWERED AND HAS NOT BEEN CREATED TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY, AND/OR OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(C) ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF THE ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

8. ASSESSMENTS AND CHARGES. The Association has the power to levy and collect assessments and charges against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular assessments for each unit's share of the common expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts other than common expenses which are properly chargeable against such unit under this Declaration or the

Bylaws. Assessments shall be levied and payment enforced as provided in Section 11 of the Bylaws and as follows:

8.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement and protection of the common elements and association property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted to fund reserve accounts. The cost of water and sewer service to the units may be a common expense, unless the water and/or sewer service is separately metered, then it shall be borne by the individual owners and shall not be considered a common expense as set forth herein. If the Board of Directors enters into a contract for pest control or cable television services in bulk for all units, the cost of such services shall be a common expense.

8.2 Share of Common Expenses. The owner of each unit shall be liable for a share of the common expenses of the Association equal to his share of ownership of the common elements and the common surplus.

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

8.4 Who is Liable for Assessments. The owner of each unit, regardless of how title was acquired, is liable for all assessments or other charges or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 17.3 below, whenever title to a condominium parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all monies owed by the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

8.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit for which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as provided below as to certain mortgagees.

8.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not paid by the tenth (10th) day shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the unit owner shall become liable for the assessments or installments, on the date established in the Bylaws or otherwise set by the Association for

payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees and costs, and finally to unpaid assessments and charges as required by law. No payment by check is deemed received until the check has cleared.

8.7 Acceleration. If any special assessment or monthly installment of regular assessments or other charges as to a unit becomes more than thirty (30) days past due and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment and all special assessments for that fiscal year as if the balance had originally been due on the date the Claim of Lien was recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate is exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by Section 718.116 of the Condominium Act, or may be sent separately.

8.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Lee County, Florida, stating the description of the condominium parcel, the name of the record owner, the name and address of the Association, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and charges coming due or incurred prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

8.9 Priority of Lien. Except as otherwise provided by law, the Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded. Any lease of a unit is subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

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

8.11 **Certificate As To Assessments.** Within fifteen (15) days after request by a unit owner, unit purchaser or mortgagee, the Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for the preparation of the certificate.

8.12 **Collateral Assignment of Rents.** In the event a unit owner is in default in payment of assessments for common expenses, the Association shall have the authority to collect rents directly from the unit owner's tenant. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with this Article 8 of this Declaration. Furthermore, Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws or applicable law, the Association shall have the following options when payment of assessments or charges are in default (more than ten days in arrears): The Association may, without order of the court, direct rental income (by written notice to the tenant with copy to unit owner) from units in default to be paid directly to the Association, as provided under Florida Statutes, Section 718.116, until all outstanding assessments, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct.

8.13 **Suspension of Use and Voting Rights.** If a unit owner is delinquent for more than 90 days in paying a monetary obligation due to the Association, the Association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid. The Association may also suspend the voting rights of a member due to nonpayment of any monetary obligation to the Association which is more than 90 days delinquent for so long as the member remains delinquent.

8.14 **Lien for Charges.** There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for Common Expenses created herein. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner maintenance responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The lien for Charges shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the Common Expense lien.

9. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS.

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

9.1 Association Maintenance. The maintenance, repair and replacement of all common elements of Association property shall be performed by the Association and the cost is a common expense. Same shall include, but not be limited to exterior painting, roofing and maintaining portions of the condominium property exposed to the elements, (except where otherwise specifically provided to the contrary), but shall not include maintenance of screen frames or screening, balcony enclosures, or other portions of the Condominium Property exposed to the elements that are the maintenance, repair and replacement responsibilities of the unit owner as provided herein. The Association's maintenance responsibility includes, without limitation: all electrical conduit located outside the unit, plumbing fixtures and installations located outside the unit, other installations located within a unit, but serving another unit, or located outside the unit for the furnishing of utilities to more than one unit or the common elements. The Association shall be responsible for the maintenance and repair of the drywall constituting the common elements of the Condominium, including the interior surface of the exterior boundary walls, as well as the drywall ceiling of the unit. Decorations of such surfaces, (including but not limited to paint, wallpapering, "popcorn" paneling, etc.) are the responsibility of the unit owner. The Association's maintenance repair and replacement responsibility does not include interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations or fixtures serving only that unit. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble or destroy portions of the Condominium property, which the unit owner is required to maintain, repair and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium property as originally installed by the developer or replacements thereof of like kind and quality. Replacement of all upgrades or additions; even if made by a predecessor in title, shall be the financial responsibility of the unit owner.

9.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacement of his own Unit except as provided elsewhere herein, whether ordinary or extraordinary including, without limitation: interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing), and all electrical or plumbing facilities located therein, or which service only the individual Unit; window screens, screen doors or balcony screens (including hardware and framing); windows and window glass (including sliding glass doors and other glass partitions and the structural components thereof); Unit front entry door, except that the Association may paint entry doors when it is painting the entire Building (but not at other times unless otherwise determined by the Association); all other doors and the structural components thereof (including locks and hardware) within or servicing the Unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit or serving only

that Unit including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations; appliances, all portions of the heating and air conditioning equipment and utility installations in connection serving an individual Unit (no matter where located); carpeting and other floor covering (including balcony areas); door and window hardware and locks; and all other facilities or fixtures located or contained entirely within a Unit which serve only that Unit. All said areas, if located outside of the boundaries of the Unit, are declared Limited Common Elements. Parking facilities and storage areas shall be maintained by the Association as a Common Expense. Any insurance proceeds paid to the Association with respect to any loss or damage within the Unit or Limited Common Elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the Unit Owner, shall be paid to the Unit Owner, after the work has been completed and invoices have been submitted verifying the costs of repair.

9.3 **Additional Unit Owner Obligations.** In connection with the maintenance, repair and replacements obligations of the unit owner, the unit owner shall also have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement that requires any of the following:

- A. Changes or alterations to the physical appearance of the condominium property;
- B. Excavation;
- C. Access to building roofs
- D. Removal or modification of any interior partitions and walls, whether load bearing or not;
- E. The use of heavy or noisy equipment; and
- F. Such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the condominium property.

The Association may condition such approval on criteria as the Board of Directors deems reasonable, including but not limited to the following:

- A. Use of licensed and insured contractors;
- B. Right (but not the duty) oversight by the Association or its agent;
- C. The Unit Owner submitting plans as to the scope of the contemplated repair;
- D. Restrictions as to hours of work;

COUNTRY CLUB VILLAGE II OF CROSS CREEK- DECLARATION

- E. Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year;
- F. Restrictions regarding equipment parked or stored on or near the Condominium property during construction;
- G. Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed. Specifically, contractors engaged by owners must arrange for disposal of their trash and debris offsite and must not deposit it in the dumpster situated in the Condominium.

Unit owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors, and then only during the months of May through February, inclusive. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, and shall include, but not be limited to, activities involving the following:

- A. Activities involving the use of power equipment, such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board;
- B. Activities resulting in the creation of substantial noise that can be heard outside of the unit, regardless of whether power equipment is used or not, as determined by the Board;
- C. Activities rendering the unit uninhabitable during the performance of the work;
- D. Activities requiring the storage of materials or equipment on the premises outside of the unit;
- E. Activities involving the presence of work crews or significant numbers of workers, as determined by the board;
- F. Activities requiring the use of scaffolding, booms, or other forms of exterior access.

The Board may waive the prohibition against such work being done in the months of March and April, in the case of an emergency or in *de minimus* cases or hardship situations, as determined by the Board, and may permit the temporary staging of scaffolding for maintenance and repair of hurricane shutters.

The unit owners shall be responsible for any damage to condominium property caused by their contractor.

Nothing shall preclude the Association from acting as the owner's agent and obtaining the services of contractors to perform unit owner maintenance responsibilities, provided the Association and the Owner so agree and provided the owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting common expenses under these condominium documents.

9.4 **Lanais**. The unit owner who has the right to the exclusive use of a lanai shall be responsible for the maintenance, care and preservation of: floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the building); the screens and frames; storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixtures(s) on or servicing the lanai; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of lanai floors, ceilings and exterior portions and also the building walls enclosed by the lanais, provided that painting and regular maintenance (nonstructural) of building walls enclosed by said lanais shall be done by the unit owners, subject to the uniformity of appearance (i.e., color) and other criteria set forth in these condominium documents, or as determined by the Board. However, the Association may, if it elects, paint lanai walls and ceilings in connection with the painting of the building as either a common expense, or on a voluntary participation basis, as determined by the Board of Directors. Unit owners may not puncture (by nails, hooks, screws, or otherwise) lanai floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors. No balcony, patio or lanai floor surface may be carpeted. Tile is permitted upon the condition that the tile and grout must be properly sealed with an appropriate protective membrane which seals the tile and the grout from water intrusion.

9.5 **Appliance Maintenance Contracts**. If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within units and/or air-conditioning compressors and/or air handlers serving individual units, which the Association determines is to the benefit of the owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the voting interests in writing, the Association may enter into such contractual undertakings. The costs of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the unit owner.

9.6 **Unit Floor Coverings**. The unfinished floor surfaces of all second floor units (except utility rooms and lanais) shall be covered with carpet, cushion type vinyl, or other similar resilient floor covering, providing, however, that if an owner prefers a hard surfaced flooring material such as wood, laminate, tile or marble, it will be permitted, provided that it is underlain with a sound deadening material satisfactory to the Association that will have the effect of reducing transmitted

sounds to adjoining units and lower units to the same level as those with carpeted and resiliently floored units. Ground floor units are exempt from this requirement.

9.7. *Alterations by Unit Owners.* No owner may make or permit the making of any modifications or alterations to his unit, the common elements, or the limited common elements, or in any manner change the appearance of any portion of the condominium, or make any structural change within the unit interior without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested modification, alteration or addition to the condominium property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Country Club Village II of Cross Creek, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If the Board determines to permit any alteration or addition which is visible from the exterior of the premises, from any vantage, said addition or improvement must also be approved by the unit owners in the manner provided in Section 9.10 of the Declaration of Condominium. If any unit owner requests approval of an alteration or modification involving the removal or modification of any interior partition or wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein or the structural integrity of the building.

9.8 *Additional Unit Owner Responsibility for Alterations and Additions* If a unit owner makes any modifications, installations, or additions to the interior or exterior of the unit, common elements, or limited common elements in accordance with Section 9.7 above, the unit owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the condominium property made by a unit owner, whether or not duly approved by the Board of Directors, may be required to be removed in connection with the Association's maintenance of the condominium property. In such cases, the unit owner who installs the alteration, addition, or improvement (and their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien of equal dignity to the common expense lien created by this Declaration, or alternatively, said owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

9.9 **Combination of Units.** The combination of units is strictly prohibited.

9.10 **Alterations by Association.** There shall be no material alterations or substantial additions to the common elements or association property, except as authorized by the Board of Directors. Provided, however, that if any such alteration or addition requires the expenditure of more than five percent of the Association's budget in a fiscal year, including reserves, the Board shall obtain approval of a two-thirds (2/3) of voting interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire voting interests. Necessary maintenance of the common elements, or association property regardless of the level of expenditure, is the responsibility of the Board of Directors.

9.11 **Enforcement of Maintenance.** If, after reasonable notice, the owner of a unit fails to maintain the unit or other portions of the condominium property as required above, the Association shall have, without waiver of other remedies, the right to enter the owner's unit and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the unit owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by a lien for charges.

9.12 **Negligence. Damage Caused by Condition of Unit.** Each unit owner shall be liable to the Association and/or other unit owners for the expenses of any maintenance, repair or replacement of the condominium property, made necessary by his act or negligence, or by that of any member of his family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a unit, if caused by the owner's negligence, shall cause damage to the common elements or to other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible). If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit(s) without prior notice to the owner(s) and take reasonable action to mitigate damage or prevent its spread, at the unit owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the owner, in the event of an emergency, and the owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for charges. The Board of Directors may, by rule, also set standards for individual unit owner replacement responsibilities, as the Board determines reasonable. Without limitation, the Board may require the replacement of water valve types, and set standards for the manner and frequency of repair or replacement of washer hoses, ice maker lines, hot water tanks, toilets, and similar items which are prone to causing water leak problems in condominiums or for water conservation purposes.

9.13 **Association Access to Units.** The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent

damage to one or more units. Unit owners are responsible for furnishing keys or combinations to each unit, to each storage area to the Association's managing agent.

9.14 **Pest Control.** The Association may 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 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 or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control services provided by the Association is a common expense, the election of an owner not to use the service shall not reduce the owner's assessments.

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

10. **USE RESTRICTIONS.** The use of the units and the common elements shall be in accordance with the following provisions, as long as the Condominium exists:

10.1 **Units.** Each unit shall at any time be occupied by only one family, its servants and guests, 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 be publicly advertised as the location of any business. This restriction shall further 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 Section 10.1 is, however, intended to prohibit commercial or business activity by a unit owner which would unreasonably disrupt the residential ambiance of the building, 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 more than six (6) persons may permanently occupy a two (2) bedroom unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the unit for more than fourteen (14) nights during a calendar year. No unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred. No person may occupy a unit as a unit owner, tenant, or family member thereof (i.e. occupy the unit on an overnight basis for more than fourteen (14) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 11 hereof, and may charge a reasonable fee for review of occupancy requests. Units may not be used for commercial or business purposes.

10.2 **Pets.** No unit may harbor or keep more than one (1) usual household pet such as a domestic dog or cat, not to exceed 25 pounds. No aggressive breeds are permitted. The ability to keep pets is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents. Pets must be held on a leash in the control of the owner at all times when outside the unit, and may be walked only in areas designated from time to time by the Board of Directors for such purposes. The owner is responsible for cleaning up after his pet and shall abide by municipal sanitary regulations. No caged birds, snakes or other reptiles, rodents, poultry, amphibians, swine or livestock may be kept in the Condominium.

10.3 **Nuisances.** No owner shall use his unit, or permit it to be used, in any manner that is unreasonably disturbing, detrimental or a nuisance to the occupants of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. Unless for normal household use or for normal landscaping requirements, the storage of flammable, combustible, explosive fluids, gases, chemicals or substances, other than for bonafide life support systems, is not permitted anywhere on condominium property. The use of each unit shall be consistent with existing laws, the governing documents and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

10.4 **Signs.** No person may post or display any signs, banners, and the like, anywhere outside the unit on the condominium property, including "For Sale," "For Rent," and other similar signs. If any sign is erected in violation of this provision, the Association shall have the right to remove it. One "For Sale" or "For Rent" sign may be placed inside a unit window and which sign shall be limited to 18 inches by 24 inches in size.

10.5 **Motor Vehicles; Parking.** No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere on the condominium property except within defined parking areas. No commercial trucks, or other vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the condominium property. No vehicle with a wheel-base width over 82 inches, or a length over 21.5 feet may be kept on condominium property. Trailers, boat trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept on the condominium property. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. Parking space is a premium and guest parking spots are intended for bonafide guests only. The Board is empowered to adopt and enforce additional rules pertaining to parking.

(A) ***“Commercial Vehicles”*** means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, lettering, displays, equipment, inventory, apparatus or otherwise indicates a commercial use.

(B) ***“Trucks”*** means any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, “topper” or other enclosure. This definition shall however specifically permit or allow non-commercial “pickup trucks” of one ton or less carrying capacity, and shall allow passenger “custom” and like vans (provided same are not “commercial” vehicles, as defined above).

(C) ***“Campers”*** means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

(D) ***“Trailers”*** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

(E) ***“Mobile Homes”*** means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

(F) ***“Motorcycle”*** means any motor vehicle on two or three wheels propelled by an engine of ½ horsepower or more and shall include “ATV’s”, motorscooters, motorcycles, and mopeds powered by engines of ½ horsepower or more.

(G) ***“Motor Homes”*** or ***“Recreational Vehicle”*** means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

(H) No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. The Board, or any of the Board’s agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall

affix a sticker thereto notifying the owner of the vehicle that it is considered to be in violation of the condominium rules and regulations. The owner of such vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed at the owner's expense.

(I) A speed limit of ten (10) miles per hour applies through the condominium property. Unnecessary vehicle noises are to be avoided within the grounds.

(J) Vehicle maintenance is not permitted on the condominium property. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the interior of the vehicle, waxing and checking fluid levels is permissible. Exterior vehicle washing is permitted only in the wash areas designated by the Board. Emergency repairs to vehicles such as changing a flat tire is allowed.

(K) In order to ensure the accessibility to the condominium property by fire, ambulance and other emergency personnel, the Board of Directors shall have the authority to establish parking policies. Said restrictions shall become enforceable upon providing each owner with notice thereof either through written notice to the owners or the posting of signs.

(L) Any vehicle parked or otherwise in violation of this Section 10.5 is subject to towing. The Board may notify the owner of the vehicle in writing that the vehicle is in violation of the condominium rules and regulations. The owner of such vehicle shall have five (5) business days from the date of the letter to correct the violation and notify the Board of the same. If the owner fails to timely correct the problem and respond to the board, the vehicle will be towed at the owner's expense.

10.6 **Flags.** Any unit owner may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

10.7. **Guest Occupancy.** A "guest" is defined as a person who enters upon the condominium property at the invitation of a unit owner, (or their respective families) for the purpose of visiting the unit owner (or his respective family), or utilizing the Condominium Property. Guests are not permitted to bring a pet of any kind to the Condominium. Use or visitation without consideration

(payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

(A) Non-Overnight Visitation by Guests When Unit Owner is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict guest visitation relative to convicted felons, including but not limited to registered sex offenders. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the unit owner (or an adult resident member of the unit owner's family). The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

(B) Overnight Guests When Unit Owner is in Residence. Unit owners (and their respective family) may have related or unrelated overnight guests, so long as the unit owner is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) persons (including the Unit Owner, and his family) sleep overnight in any unit.

(C) Non-Overnight Guests in the Absence of the Unit Owner. Unit owners are not permitted have non-overnight guests when the unit owner is absent from the Condominium. Unit owners may have their units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities.

(D) Overnight Guests in the Absence of the Unit Owner. Unit Owners are permitted to have overnight guests in the absence of the unit owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

(1) Non-Related Overnight Guests in the absence of the owner will be limited to two (2) occupancies per calendar year and for a maximum period of 14 days. The limitation of unit density in Section 10.7(B) applies. Ten (10) days prior notice to the Association is required.

(2) Related Overnight Guests may occupy a unit in the absence of the owner. For the purpose of this clause, "related" means all persons who are staying in the unit on an overnight basis, in the absence of the owner, are related to the unit owner or primary occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The

limitation on unit density in Section 10.7(B) applies. Ten (10) days prior notice to the Association is required.

(E) Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that unit owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

11. SALES OR LEASING OF UNITS. All sales agreements or leases of units or rentals of units must be in writing. A unit owner may sell, lease or rent only his entire unit, and then only in accordance with this Section. The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the unit owner, or the owner fails or refuses to follow the required procedures.

11.1 Procedures.

(A) Notice. An owner intending to sell or rent his unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed transfer together with the name and address of the proposed transferee, and other information about the transferee or the sale that the Board may reasonably require. To facilitate this notification, forms are available from the Association's management company.

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

11.2 Term of Lease and Frequency of Leasing. The minimum lease or rental term is thirty (30) consecutive days. The Board is empowered to make an exception to the minimum lease or rental term, but only in the case of a hardship and only where written permission is requested and granted prior to any said occupancy. No subleasing or assignment of lease or rental rights by the lessee is allowed.

11.3 Occupancy During Lease Term. No one but the lessee or tenant and his family within the first degree of relationship by blood, adoption or marriage may occupy the unit. Neither tenants nor their guests, if any, may keep or have a pet.

11.4 Use of Common Elements and Common Areas. A unit owner whose unit is leased or rented may not use the recreation facilities or the common and limited common element parking areas during the lease term.

11.5 Regulation by Association.

(A) All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee, tenant, or guest to the same extent as against the owner. The Association may require lessees or tenants to post a security deposit as provided by law to protect against damage to the common elements. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease or rental agreement, whether oral or written, and whether specifically expressed in such agreement or not.

(B) The Board of Directors shall have the authority to approve all sales and leases which authority may be delegated to a committee of unit owners. The Board shall have the authority to promulgate or use a uniform lease or rental application and require such other information from the proposed buyers or transferees as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, or a commercial tenant screening concern. The Association may charge a transfer fee for consideration of sales or lease applications which shall not exceed the maximum fee prescribed by law.

(C) All leases or rentals shall be on a uniform form of lease if so promulgated by the Association. Uniform leases and all others will provide or shall be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in the Declaration of Condominium, Articles of Incorporation, Bylaws of the Association, and Rules and Regulations (hereinafter "documentary regulations"). The uniform lease and other leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable documentary regulations, the unit owners shall be responsible for the conduct of the tenant. The unit owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings. If the unit owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitations, the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees incurred in connection with such actions from the unit owner in the same manner as common expense charges.

(D) Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed transfers within fifteen (15) days of receipt of such information for approval. All requests for approval not acted upon within fifteen (15) days shall be deemed approved. If the Association disapproves a proposed transfer the unit owner shall receive a short statement indicating the reason for the disapproval, and the transfer shall not be made. The Association shall have no duty to provide an alternate buyer nor shall it assume any responsibility for the denial of a sale application if any denial is based upon any of the following reasons:

(1) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

(2) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant or transferee to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

(3) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit.

(4) The person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner.

(5) All assessments, fines and other charges against the unit have not been paid in full.

(6) The proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

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

12.1 ***By the Unit Owner.*** Each unit owner is responsible for insuring his own unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets and countertops, appliances, water heaters, water filters, electrical fixtures, window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing that are

located within the unit and service only such unit, and which are required to be repaired or replaced by the owner as well as any other items enumerated by the Florida Condominium Act as the insurance responsibilities of the unit owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Each unit owner must carry insurance or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

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

12.3 Required Coverage. The Association shall maintain adequate insurance covering the buildings and other improvements on the condominium property that the Association is required to insure, as well as all association property, in such amounts, and with such deductibles, as is determined annually by the Board of Directors to be reasonable in the exercise of its good business judgment, such insurance to afford at least the following protection:

- (A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "all risk" property contract.
- (B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- (C) Automobile. Automobile liability for bodily injury and property damage for owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- (D) Statutory Fidelity Bond. The Association shall require all persons disbursing or controlling Association funds to be properly bonded and to procure and maintain an insurance policy or bond that covers the maximum funds that will be in the custody of the Association or its management agent at one time.

12.4 Property Insurance. Every property insurance policy issued or renewed on or after July 1, 2011, to protect the condominium shall provide full insurable value, replacement cost or similar coverage and shall be based upon the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior insurance appraisal determined at least once every thirty-six (36) months and primary coverage for:

- (A) all portions of the condominium property located outside the units;
- (B) the condominium property located inside the units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed; and
- (C) all portions of the condominium property as originally installed or replacements of like kind and quality in accordance with the original plans and specifications and all alterations or additions to the condominium or association property pursuant to Florida Statutes Section 718.113(2).

Anything to the contrary notwithstanding, the terms "condominium property," "building," "improvements," "insurable improvements," "common elements," "association property," or any other term found in the declaration of condominium which defines the scope of property or casualty insurance that a condominium association must obtain shall exclude all personal property within units or limited common elements, and all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing.

The Florida Condominium Act requires that every property insurance policy issued or renewed on or after January 1, 2009, to an individual unit owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual unit owner providing such coverage shall be without rights of subrogation against the Association and shall include special assessment coverage of not less than \$2,000 per occurrence. All real or personal property located within the boundaries of the unit owner's unit which is excluded from the coverage provided by the Association and all improvements or additions to the common element property that will benefit the individual unit owner as set forth above shall be insured by the individual unit owner.

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

- (A) Flood insurance.
- (B) Broad Form Comprehensive General Liability Endorsement.
- (C) Directors and Officers Liability.

(D) Medical Payments.

(E) Leakage, seepage and wind-driven rain.

(F) Endorsement for loss by operation of local ordinance.

12.6 **Description of Coverage.** A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection and copying by unit owners or their authorized representatives upon request.

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

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

(A) **Common Elements.** Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

(B) **Units.** Proceeds received on account of damage within the units shall be held in prorated shares, based on the amount of damage within each damaged unit as a percentage of the total damage within all units.

(C) **Mortgagee.** If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. No mortgagee shall have the right to require application of insurance proceeds to any mortgage it may hold against a unit, unless insurance proceeds on account of damage to that unit are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no mortgagee shall have the right to participate in determining whether improvements will be repaired or reconstructed after casualty.

(D) **Deductibles.** The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or

responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in proportion to the amount each party's loss bears to the total.

12.9 Common Expenses. Any portion of the condominium property required to be insured by the Association against property loss pursuant to Florida Statutes Section 718.111(11)(f) which is damaged by casualty shall be reconstructed, repaired or replaced as necessary by the Association as a common expense. All property insurance deductibles, uninsured losses and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a common expense of the condominium except that:

- (A) A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence or failure to comply with the terms of the Association's Declaration or the Rules and Regulations by a unit owner, the members of his/her family, unit occupants, tenants, guests or invitees, without compromise of the subrogation of rights of any insurer as set forth in Florida Statutes Section 718.111(11)(g).
- (B) The provisions of Section 12.9(A) above regarding the financial responsibility of a unit owner for the costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other unit owners or the Association, as well as other property, whether real or personal, which the unit owners are required to insure under Florida Statutes Section 718.111(11)(g).
- (C) To the extent the cost of repair or reconstruction for which the unit owner is responsible under this Section is reimbursed to the Association by insurance proceeds, and, to the extent the Association has collected the cost of such repair or reconstruction from the unit owner, the Association shall reimburse the unit owner without the waiver of any rights of subrogation.
- (D) The Association is not obligated to pay for repair or reconstruction or repairs of property losses as common expenses if the property losses were known or should have been known to a unit owner and were not reported to the Association until after the insurance claim of the Association for that casualty was settled or resolved with finality, or denied on the basis that it was untimely filed.

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

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

13.1 Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 12.8 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair, and no other person, including the Association, is liable for the cost thereof in the absence of legal fault.

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

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

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

(A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions, as further provided in Section 18 of the Bylaws. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the condominium property or association property as might be reasonable under the circumstances to protect the condominium property or association property from further

damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

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

(C) A meeting of the members shall be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

(1) If the insurance proceeds, reserves and other association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds fifty percent (50%) of the total annual budget for the condominium in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote for termination, in which case the Condominium shall be terminated.

(2) If upon the advice of legal counsel and construction experts, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units; or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifty percent (50%) of the total annual budget for the Condominium in the year in which the casualty occurred, the Condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote against termination. If the requisite number of unit owners vote against termination, the Board of Directors shall levy such assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and reconstruction.

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

13.4 **Application of Insurance Proceeds.** It shall always be presumed that monies disbursed for repair and reconstruction come first from insurance proceeds; if there is an excess of insurance proceeds left

in the funds held by the Association after the payment of all costs of repair, and reconstruction, such balance shall be distributed to the unit owners, except as otherwise provided in Section 12.8(C) above.

13.5 Equitable Relief. In the event of damage to the common elements which renders any unit uninhabitable, if repairs and reconstruction are not begun and completed within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include termination of the Condominium and partition of the former condominium property. For purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within eighteen (18) months thereafter.

13.6 Plans and Specifications. Any repairs or reconstruction must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least three-fourths (3/4ths) of the units and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the unit owner and his institutional mortgagee, if any.

13.7 Reconstruction Work. All reconstruction work shall be undertaken by the Association. A unit owner may undertake reconstruction work on portions of his or her unit only with the prior written consent of the Board of Directors. Such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor or the contract that is used for that purpose. If a unit owner performs work or hires a contractor to do the work, the obligation to insure that all necessary building permits are obtained shall rest with the unit owner.

13.8 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority:

13.8.1 To determine after a casualty whether the units can be safely occupied, which decision shall not be conclusive as to the determination of habitability.

13.8.2 To declare any portion of the Condominium Property unavailable for occupation by owners or guests after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, owners, or guests.

13.8.3 To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) by tearing out wet drywall and carpet (even if the unit owner is obligated to insure and/or replace those items) and to remove personal property from the unit and store at an offsite location, with owners

responsible for reimbursing the Association for items for which the owner is responsible but which may be necessary to prevent further damage.

13.8.4 To determine whether or not the units air conditioning unit is functioning effectively.

13.8.5 To contract on behalf of unit owners, with owners responsible to reimburse the Association, for items for which the owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes, dry-out of units and replacement of damaged air conditioners when necessary to provide climate control in the units.

13.8.6 To implement a disaster plan prior to, during or after an impending casualty including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

14. CONDEMNATION.

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

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

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

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

14.5 Units Reduced but Habitable. If the size of a unit must be reduced, and the remaining portion of the unit can be made habitable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(A) Restoration of Unit. The unit shall be made habitable. If the cost of doing so exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.

(B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

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

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

(B) Addition to Common Elements. If possible and practical, any remaining portion of the unit shall become part of the common elements and shall be placed in condition for use by some or all unit owners in a manner approved by the Board of Directors.

(C) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to equitably distribute the ownership of the common elements among the changed number of units.

(D) Assessments. If the award to the Association for damage to the common elements resulting from a taking is not sufficient to pay the cost of converting the remaining portions of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against all unit owners who will continue as owners of units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes affected by the taking.

14.7 Taking of Common Elements. Awards for the taking of common elements only shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall become part of the common surplus.

14.8 **Amendment of Declaration.** Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation or eminent domain shall be accomplished by amending this Declaration and Exhibit "A" in conformity to the changes mandated by Sections 14.5 and 14.6 above. Such amendments need be approved only by the owners of a majority of the units. Approval of, or joinder by, lien holders is not required for any such amendment.

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

15.1 **Methods of Termination.** The Condominium may be terminated under any one of the following alternatives:

15.1.1 **Termination Because of Economic Waste or Impossibility.** Notwithstanding anything to the contrary in this Declaration, the Condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:

- (A) the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or
- (B) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

It is the intent of this provision to incorporate Section 718.117(2), Florida Statutes (2012), as amended from time to time.

15.1.2 **Optional Termination.** Except as provided in Section 15.1.1, the Condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than ten percent (10%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3), Florida Statutes (2012), as amended from time to time.

15.1.3 **Very Substantial Damage.** If the Condominium suffers major damage, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

15.1.4 **Mortgage Lienholders**. Notwithstanding any provision to the contrary in this Declaration or Chapter 718, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Sections 718.117(16), Florida Statutes (2012), as amended from time to time.

15.2 **Procedures for Termination and Sale**. The termination of the Condominium via either of the methods set forth in 15.1.1 through 15.1.3 herein shall be as set forth in Section 718.117(4) – (20), Florida Statutes (2012), as amended from time to time.

15.3 **Amendment**. This Article 15 may be amended in the same manner in which this Declaration of Condominium may be amended generally, as set forth in Article 18.

16. OBLIGATIONS OF OWNERS.

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

(A) The Association;

(B) A unit owner;

(C) Anyone who occupies a unit; or

(D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

Actions arising under this subsection shall not be deemed to be actions for specific performance.

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

relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act.

16.3 Attorney Fees. In any legal proceeding arising out of an alleged failure of a unit owner or the Association to comply with the requirements of the Condominium Act or the condominium documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys fees as may be awarded by the court.

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

17. RIGHTS OF MORTGAGEES.

17.1 Approvals. Written consent of the institutional mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the percentage interests of the unit in the ownership of the common elements, except as provided otherwise in this condominium.

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

17.3 Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the liability of the mortgagee for the share of common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the mortgagee's acquisition of title shall be governed by the Condominium Act, as it may be amended from time to time. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all unit owners, including the acquirer and his successors and assigns. No owner or acquirer of title to a condominium parcel by foreclosure (or by a deed in lieu of foreclosure) may during his period of ownership, whether or not the parcel is occupied, be excused from the payment of any assessments coming due during the period of such ownership.

17.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any unit, the Association, on behalf of one or more unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit at the foreclosure sale.

A mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the unit at the foreclosure sale.

17.5 Right to Inspect Books. The Association shall make available to institutional mortgagees upon request current copies of the recorded condominium documents and the books, records and financial statements of the Association. "Available" means ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

17.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement or financial report of the Association as delivered, to the owners for the immediately preceding fiscal year.

18. AMENDMENT OF DECLARATION. All amendments to this Declaration shall be proposed and adopted as follows:

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

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

18.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting called for the purpose.

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

19. MASTER ASSOCIATION. There are memberships in a Master Association associated with this condominium for the operation and maintenance of certain common properties.

19.1 Mandatory Membership.

(A) Membership in the Cross Creek of Fort Myers Community Association, Inc. ("Master Association") is mandatory for unit owners.

(B) Unit Owners are required to pay their share of the costs and expenses of maintenance, management, upkeep, replacement and assessments under the Master Declaration of Covenants, Conditions and Restrictions for Cross Creek of Fort Myers.

(C) This condominium is part of and subject to the Declaration of Master Covenants, Conditions and Restrictions for Cross Creek of Fort Myers, as subsequently amended and recorded in Official Records of Lee County, Florida. Each owner of a condominium unit in this condominium shall automatically become a member in Cross Creek of Fort Myers Community Association, Inc., a corporation not for property, which has been created to maintain certain common properties as defined in the Master Declaration of Covenants, Conditions and Restrictions as above reference.

(D) All members in the Cross Creek of Fort Myers Community Association, Inc. are subject to and shall abide by the Master Declaration of Covenants, Conditions and Restrictions for Cross Creek of Fort Myers as above reference. The Estimated Operating Budget for County Club Village II of Cross Creek Condominium Association, Inc. reflects the assessment by the Cross Creek of Fort Myers Community Association, Inc. which is subject to change.

19.2 Golf Course and Clubhouse. The Master Association shall operate, maintain and hold record title to the golf course and clubhouse for the use and benefit of its members.

20. RECREATIONAL FACILITIES. The recreational facilities described in this section have been constructed as part of the Common Properties which are subject to the Recreational Land Use Agreement, attached hereto as Exhibit "E". The recreational facilities are:

- (A) One heated swimming pool;
- (B) A perimeter deck surrounding the swimming pool;
- (C) A pool house; and
- (D) A spa.

21. MISCELLANEOUS.

21.1 Severability. The invalidity or non-enforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not effect the remaining portions thereof.

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

21.3 **Conflicts.** If there is an irreconcilable conflict between any provision of this Declaration and the Governing Documents or the Condominium Act, the Governing Documents or the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, this Declaration shall control.

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

21.5 **Headings and Capitalization.** The headings used in the condominium documents, and the capitalization of certain words, are for reference and convenience purposes only, and do not constitute substantive matter intended to be considered in construing the terms and provisions of these documents.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, acknowledged and filed the foregoing Amended and Restated Declaration of Condominium, under the laws of the State of Florida, this 7th day of December 2012.

WITNESSES:

**COUNTRY CLUB VILLAGE II
OF CROSS CREEK CONDOMINIUM
ASSOCIATION, INC.**

Heather M. Pasolunha
Witness Signature
Heather M. Pasolunha
Printed Name of Witness
Carl Lorenzini
Witness Signature
CARL LORENZINI
Printed Name

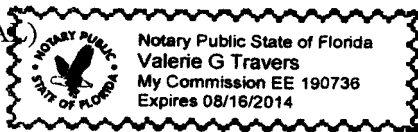
By: Charles P. Thomas
Print Name: Charles P. Thomas
President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was executed before me this 7th day of December, 2012, by Charles P. Thomas, President of Country Club Village II of Cross Creek Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me, or did produce _____ as identification.

(SEAL)

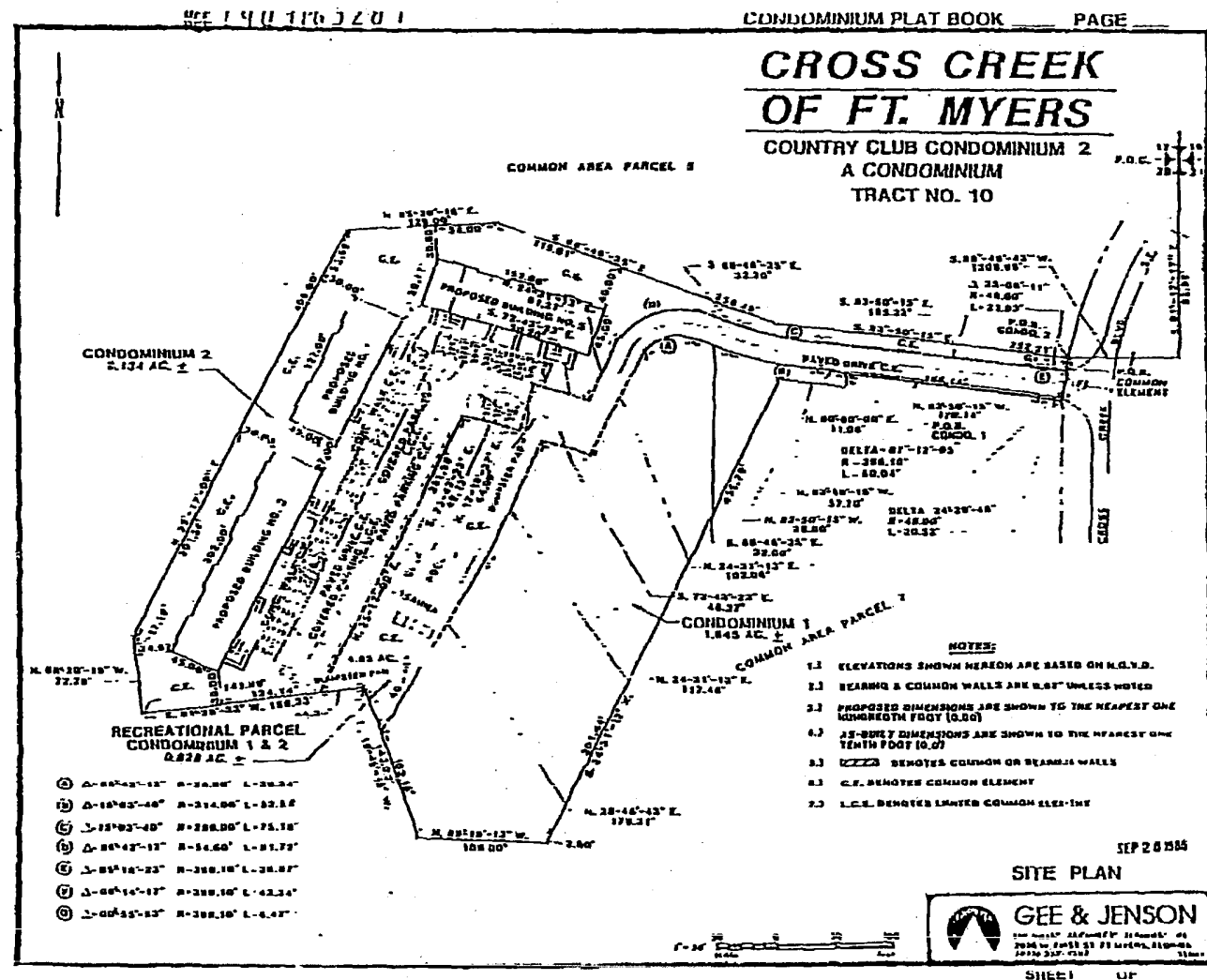


Valerie G. Travers
Notary Public
Valerie G. Travers
Printed Name of Notary Public

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COUNTRY CLUB VILLAGE II OF CROSS CREEK- DECLARATION

OR2309 PG1053



OR2309 PG1054

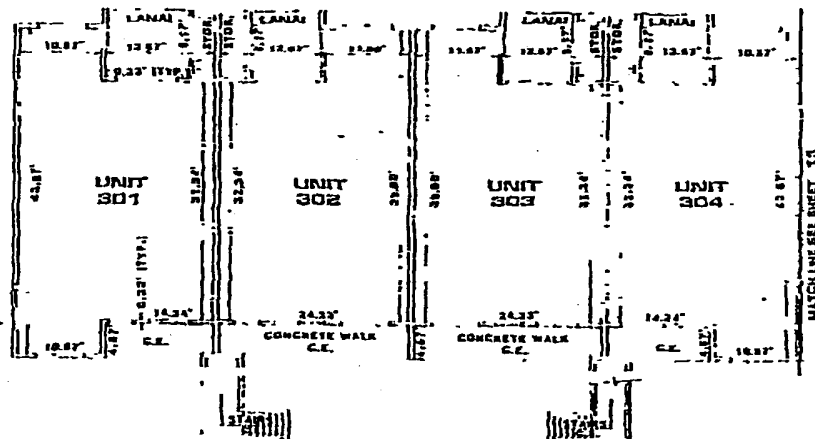
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CONDOMINIUM PLAT BOOK PAGE

NOTES:

1. ELEVATIONS SHOWN HEREON ARE BASED ON M.G.V.M.
2. BEARING & COMMON WALLS ARE 0.87" UNLESS NOTED
3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.01")
4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1")
5. C.C. DENOTES COMMON OR BEARING WALLS
6. C.E. DENOTES COMMON ELEMENT
7. L.C.E. DENOTES LIMITED COMMON ELEMENT
8. PATIOS, LANAI'S, BALCONIES, ARE LIMITED COMMON ELEMENTS
9. THESE UNITS SHALL BE BUILT AS SHOWN OR REVERSED

**CROSS CREEK
OF FT. MYERS**
COUNTRY CLUB CONDOMINIUM 2
A CONDOMINIUM
BUILDING 3 1ST FLOOR
TRACT NO. 10



UNIT NO.	301	302	UNIT NO.	303	304
PROPOSED F.L. ELEV.	15.33	15.33	PROPOSED F.L. ELEV.	15.33	15.33
PROPOSED CEILING E.L.	12.75	12.75	PROPOSED CEILING E.L.	12.75	12.75
UNIT SQUARE FT.	1,000	1,000	UNIT SQUARE FT.	1,000	1,000
PATIO SQUARE FT.	127	127	PATIO SQUARE FT.	127	127

SEP 28 1986

GRAPHIC SCALE

GEE & JENSON

REGISTERED PROFESSIONAL ENGINEERS
STATE OF FLORIDA

SHEET 12 OF 14

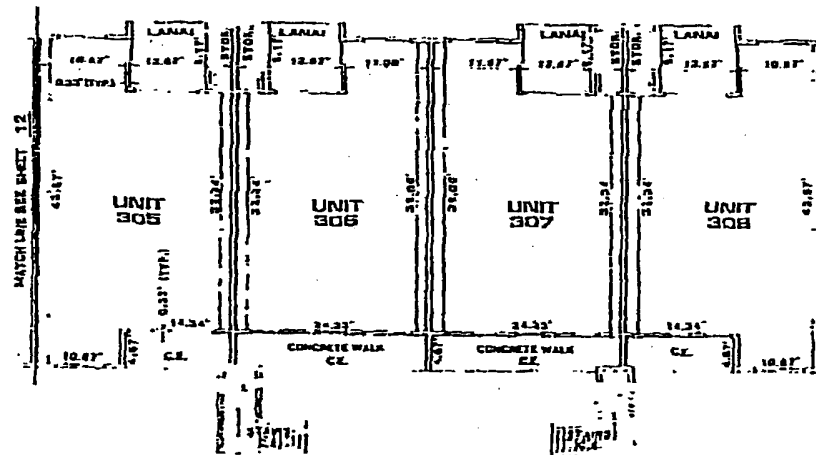
OR2309 PG1055

UPP 14013 PG 3280

CONDOMINIUM PLAT BOOK PAGE

- NOTES:**
- 1.) ELEVATIONS SHOWN HEREON ARE BASED ON M.G.V.D.
 - 2.) BEARING & COMMON WALLS ARE 8.5" UNLESS NOTED
 - 3.) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.01')
 - 4.) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1')
 - 5.) C.C. DENOTES COMMON OR BEARING WALLS
 - 6.) C.E. DENOTES COMMON ELEMENT
 - 7.) L.C.E. DENOTES LIMITED COMMON ELEMENT
 - 8.) PATIOS, LANAI'S, BALCONIES, ARE LIMITED COMMON ELEMENTS
 - 9.) THESE UNITS SHALL BE BUILT AS SHOWN OR AS VARIED

**CROSS CREEK
OF FT. MYERS**
COUNTRY CLUB CONDOMINIUM 2
A CONDOMINIUM
BUILDING 3 1ST FLOOR
TRACT NO. 10



UNIT NO.	305	306	UNIT NO.	307	308
PROPOSED F. F. ELEV.	17.40	17.40	PROPOSED F. F. ELEV.	17.40	17.40
PROPOSED COMMON EL.	17.40	17.40	PROPOSED COMMON EL.	17.40	17.40
UNIT SQUARE FT.	120	120	UNIT SQUARE FT.	120	120
PATIO SQUARE FT.	120	120	PATIO SQUARE FT.	120	120

GRAPHIC SCALE

GEE & JENSON

3000 N. FORT MYERS BLVD., SUITE 100, FORT MYERS, FLORIDA 33901-1100

SHEET 13 OF 19

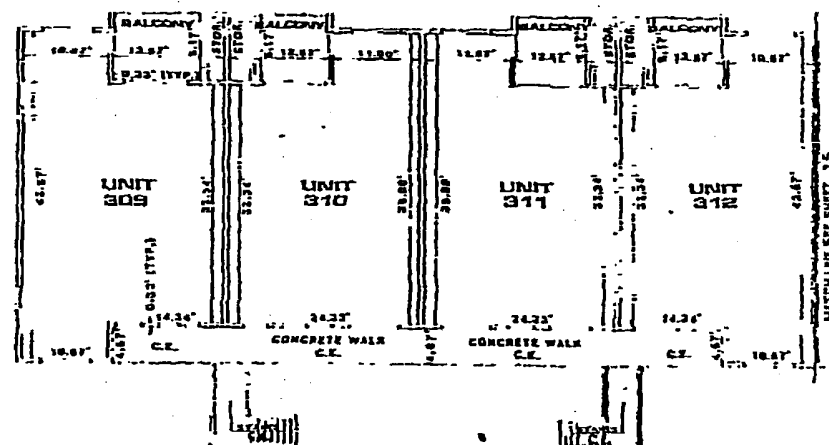
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- CONDOMINIUM PLAT BOOK** _____ **PAGE** _____

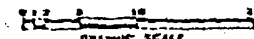
CROSS CREEK OF FT. MYERS

COUNTRY CLUB CONDOMINIUM 2
A CONDOMINIUM
BUILDING 2 2ND FLOOR
TRACT NO. 10



UNIT NO.	539	310	UNIT NO.	311	312
PROPOSED F. F. ELEV.	285.17	281.7	PROPOSED F. F. ELEV.	285.17	281.7
PROPOSED CEILING EL.	284.7	281.7	PROPOSED CEILING EL.	284.11	280.7
UNIT SQUARE FT.	1000	750	UNIT TO LINE FT.	210	210
PATIO SQUARE FT.	125	120	PATIO SQUARE FT.	120	120

SEP 28 1956



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DATE 08-27-2019 BY 60322 UCBAW/BJS

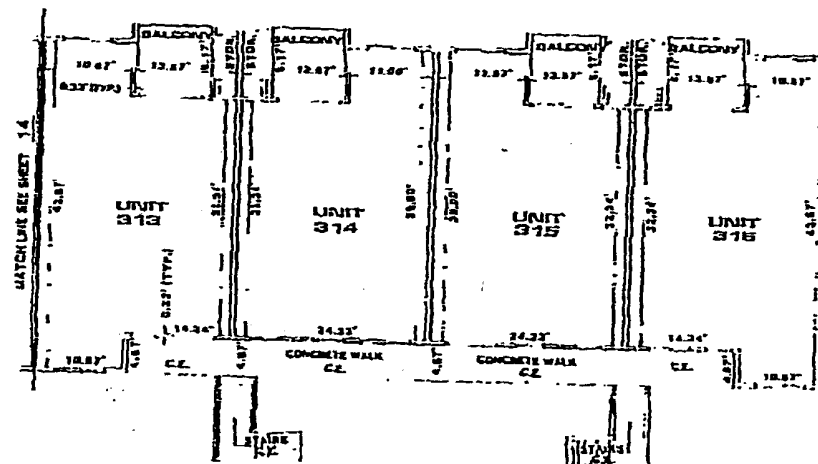
SHEET 14 OF 10

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CONDOMINIUM PLAT BOOK _____ **PAGE**

COUNTRY CLUB CONDOMINIUM 2
A CONDOMINIUM
BUILDING 3 2ND FLOOR
TRACT NO. 10

- NOTES:
- 1) ELEVATIONS SHOWN HEREON ARE BASED ON M.G.Y.D.
 - 2) HEARING & COMMON WALLS ARE QST UNLESS NOTED
 - 3) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.00')
 - 4) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1')
 - 5) CZZZS DENOTES COMMON OR HEARING WALLS
 - 6) C.L. DENOTES COMMON ELEMENT
 - 7) L.E. DENOTES LINED COMMON ELEMENT
 - 8) PAINTED LINES, BALCONIES, ARE LIMITED COMMON ELEMENTS
 - 9) THICK UNITS SHALL BE BUILT AS SHOWN ON PERMITS



UNIT NO.	223	224	UNIT NO.	315	316
PROPOSED P. F. SERV.	250.17	250.17	PROPOSED P. F. SERV.	250.17	250.17
PROPOSED CHARGES FL	26.17	26.17	PROPOSED CHARGES FL	26.17	26.17
UNIT SQUARE FT.	1000	1000	UNIT SQUARE FT.	1000	1000
PAYD SQUARE FT.	120	120	PAYD SQUARE FT.	120	120

SEP 20 1966

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FEET
GRAPHIC SCALE



GEE & JENSON

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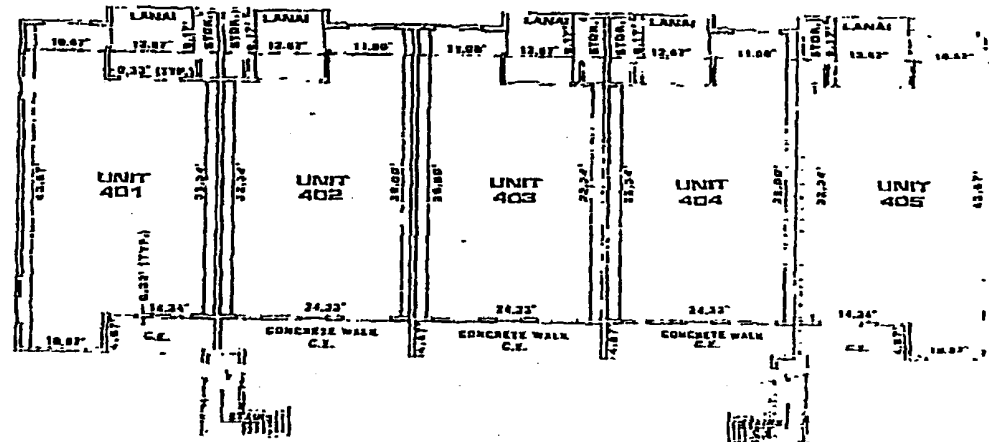
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CONDOMINIUM PLAT BOOK PAGE

CROSS CREEK OF FT. MYERS COUNTRY CLUB CONDOMINIUM 2 A CONDOMINIUM

BUILDING 4 1ST FLOOR
TRACT NO. 10

- NOTES:**
1. ELEVATIONS SHOWN HEREON ARE BASED ON M.S.L.
 2. BEARING & COMMON WALLS ARE 0.5" UNLESS NOTED
 3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.01')
 4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1')
 5. C.C. DENOTES COMMON OR BEARING WALLS
 6. C.E. DENOTES COMMON ELEMENT
 7. L.C.E. DENOTES LIMITED COMMON ELEMENT
 8. PATIO, LANAI, BALCONY, ARE LIMITED COMMON ELEMENTS
 9. THESE UNITS SHALL BE BUILT AS SHOWN OR REVERSED



SEP 28 1996

GRAPHIC SCALE

GEE & JENSON
REGISTERED PROFESSIONAL ENGINEERS
2000 W. 10TH ST. SUITE 200, FT. MYERS, FL 33901
(813) 335-1111

UNIT NO.	401	402
PROPOSED F. F. ELEV.	18.50	18.50
PROPOSED CEILING FT.	7.75	7.75
UNIT SQUARE FT.	1,100	1,100
PATIO SQUARE FT.	100	100

UNIT NO.	403	404	405
PROPOSED F. F. ELEV.	18.50	18.50	18.50
PROPOSED CEILING FT.	7.75	7.75	7.75
UNIT SQUARE FT.	1,100	1,100	1,100
PATIO SQUARE FT.	100	100	100

OR2309 PG1059

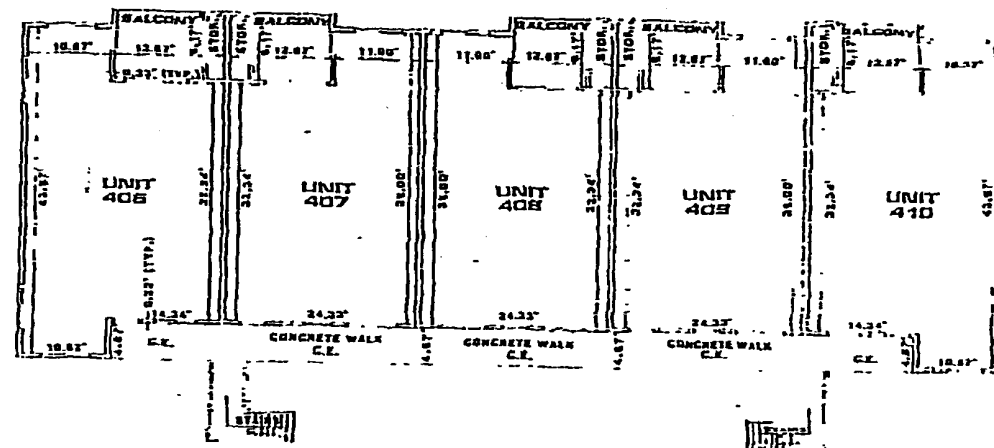
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CONDOMINIUM PLAT BOOK PAGE

CROSS CREEK OF FT. MYERS

COUNTRY CLUB CONDOMINIUM 2
A CONDOMINIUM
BUILDING 4 2ND FLOOR
TRACT NO. 10

- NOTES:**
1. ELEVATIONS SHOWN HEREON ARE BASED ON M.C.V.M.
 2. BEARING & COMMON WALLS ARE 0.00' UNLESS NOTED
 3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.00')
 4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1')
 5. L.C.E. DENOTES COMMON OR BEARING WALLS
 6. C.E. DENOTES COMMON ELEMENT
 7. L.C.E. DENOTES LIMITED COMMON ELEMENT
 8. PATIO'S, LANAI'S, BALCONIES, ARE LIMITED COMMON ELEMENTS
 9. THESE UNITS SHALL BE BUILT AS SHOWN OR REVERSED



UNIT NO.	406	407	UNIT NO.	408	410
PROPOSED F.F. ELEV.	28.17	28.17	PROPOSED F.F. ELEV.	28.17	28.17
PROPOSED CEILING EL.	28.17	28.17	PROPOSED CEILING EL.	28.17	28.17
UNIT SQUARE FT.	77.0	77.0	UNIT SQUARE FT.	77.0	77.0
PATIO SQUARE FT.	1.0	1.0	PATIO SQUARE FT.	1.0	1.0

SEP 20 1998

GRAPHIC SCALE

GEE & JENSON
 1000 W. 10TH ST. #1000, FT. MYERS, FL 33901
 (813) 335-1100

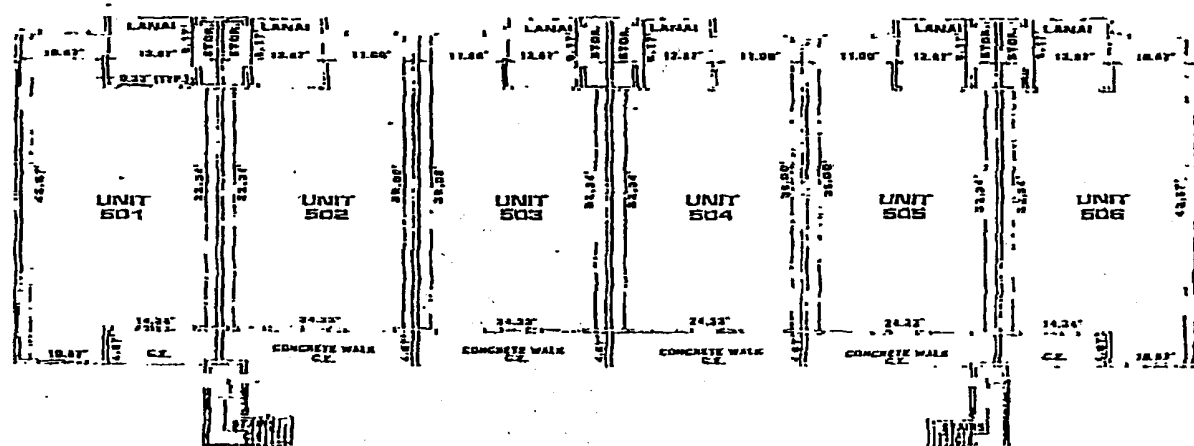
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CONDOMINIUM PLAT BOOK PAGE

**CROSS CREEK
OF FT. MYERS**
COUNTRY CLUB CONDOMINIUM 2
A CONDOMINIUM
BUILDING 5 1ST FLOOR
TRACT NO. 10

- NOTES:**
1. ELEVATIONS SHOWN HEREON ARE BASED ON M.S.M.
 2. BEARING & COMMON WALLS ARE 0.67' UNLESS NOTED
 3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.001')
 4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1')
 5. C.C. DENOTES COMMON OR BEARING WALLS
 6. C.C. DENOTES COMMON ELEMENT
 7. L.C.C. DENOTES LIMITED COMMON ELEMENT
 8. PATIOS, LANAIS, BALCONIES, ARE LIMITED COMMON ELEMENTS
 9. THESE UNITS SHALL BE BUILT AS SHOWN OR REVERSED



SEP 24 1985

UNIT NO.	501	502
PROPOSED F.F. ELEV.	18.10	18.10
PROPOSED C.F. ELEV.	17.10	17.10
UNIT SQUARE FT.	102.00	112.00
PATIO SQUARE FT.	12.00	12.00

UNIT NO.	503	504
PROPOSED F.F. ELEV.	18.10	18.10
PROPOSED C.F. ELEV.	17.10	17.10
UNIT SQUARE FT.	102.00	112.00
PATIO SQUARE FT.	12.00	12.00

UNIT NO.	505	506
PROPOSED F.F. ELEV.	18.10	18.10
PROPOSED C.F. ELEV.	17.10	17.10
UNIT SQUARE FT.	102.00	112.00
PATIO SQUARE FT.	12.00	12.00

UNIT NO.	501	502
PROPOSED F.F. ELEV.	18.10	18.10
PROPOSED C.F. ELEV.	17.10	17.10
UNIT SQUARE FT.	102.00	112.00
PATIO SQUARE FT.	12.00	12.00



GEE & JENSON
REGISTERED PROFESSIONAL ENGINEERS
2424 W. STATE ST. 11 FL. FT. MYERS, FLORIDA
813-733-1347

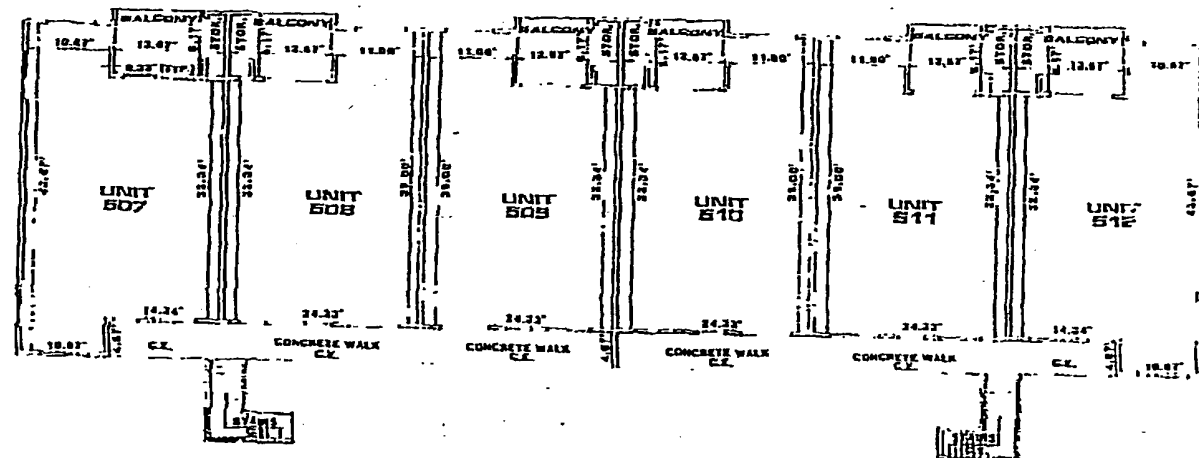
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CONDOMINIUM PLAT BOOK PAGE

**CROSS CREEK
OF FT. MYERS**COUNTRY CLUB CONDOMINIUM 2
A-CONDOMINIUM
BUILDING 5 2ND FLOOR
TRACT NO. 10**NOTES:**

1. ELEVATIONS SHOWN HEREON ARE BASED ON M.C.V.B.
2. BEARING & COMMON WALLS ARE 0.5" UNLESS NOTED
3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.01")
4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.05")
5. C.C. DENOTES COMMON ON BEARING WALLS
6. C.E. DENOTES COMMON ELEMENT
7. L.C.E. DENOTES LIMITED COMMON ELEMENT
8. PATIOS, LANAI'S, BALCONIES, ARE LIMITED COMMON ELEMENTS
9. THESE UNITS SHALL BE BUILT AS SHOWN OR REVERSED



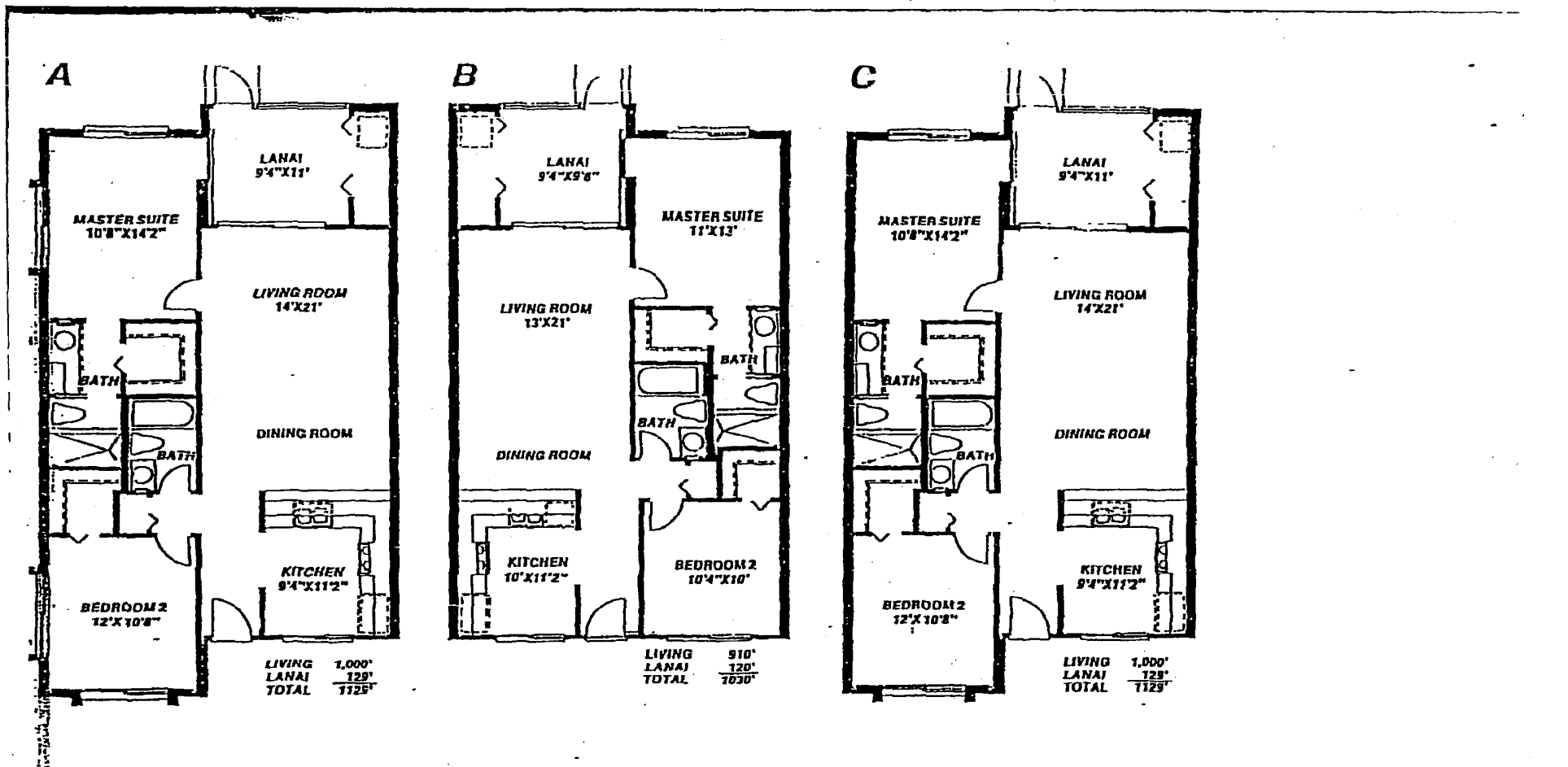
SEP 26 2014

UNIT NO.	507	508
PROPOSED F.F. ELEV.	28.17	28.17
PROPOSED CEILING EL.	36.17	36.17
UNIT SQUARE FT.	1008	910
PATIO SQUARE FT.	12.9	12.0

UNIT NO.	509	510
PROPOSED F.F. ELEV.	28.17	28.17
PROPOSED CEILING EL.	36.17	36.17
UNIT SQUARE FT.	910	910
PATIO SQUARE FT.	12.0	12.0

UNIT NO.	511	512
PROPOSED F.F. ELEV.	28.17	28.17
PROPOSED CEILING EL.	36.17	36.17
UNIT SQUARE FT.	910	1008
PATIO SQUARE FT.	12.0	12.9





HE "ORIGINAL"
**Rutenberg
 Homes**

ALL DIMENSIONS AS SHOWN IN THE SALES LITERATURE AND AS OBSERVED IN THE MODELS ARE APPROXIMATE AND MAY VARY SLIGHTLY WITH THE ACTUAL CONSTRUCTION. US HOME RESERVES THE RIGHT TO SUBSTITUTE BRANDS OR MATERIALS FOR SIMILAR ONES DEPENDING UPON AVAILABILITY WITHOUT ADVANCE NOTICE TO THE BUYER.

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State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of COUNTRY CLUB VILLAGE II OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 11, 1987, as shown by the records of this office.

The document number of this corporation is N19193.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
12th day of February, 1987.



CR2E022 (10-85)

George Firestone
Secretary of State

EXHIBIT "B"

ARTICLES OF INCORPORATIONOFCOUNTRY CLUB VILLAGE II OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC.

(A NONPROFIT FLORIDA CORPORATION)

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statute, and certify as follows:

ARTICLE I.

The name of this corporation is COUNTRY CLUB VILLAGE II of CROSS CREEK CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Corporation").

ARTICLE II.

The purposes for which this Corporation is organized is to act as the governing assocondominium"), located in Lee County, Florida. Additionally, the Corporation may be the governing association of other condominiums developed within the CROSS CREEK OF FORT MYERS COMPLEX, of which the COUNTRY CLUB VILLAGE II OF CROSS CREEK, A CONDOMINIUM, is a part, if the Declaration of Condominium of such other condominium provides that the Corporation will operate such condominium. In the event the Corporation operates more than one (1) condominium, then all references in these Articles of Incorporation, or in the Bylaws of the Corporation, to the Condominium, a condominium unit or a unit owner, shall refer to all of such condominiums, operated by the Corporation, all of the declarations of such condominiums and all of the units and unit owners in such condominiums.

ARTICLE III.

The qualification of members of this Corporation shall be ownership of a condominium unit in the Condominium and admission shall be automatic upon securing title to said condominium unit.

ARTICLE IV.

This Corporation shall exist perpetually.

ARTICLE V.

The names and residences of the subscribers and initial directors to these Articles of Incorporation are as follows:

ROBERT GLEASON 6314 Whiskey Creek Drive
Fort Myers, Florida 33907

GUSTAVO HEVIA 6314 Whiskey Creek Drive
Fort Myers, Florida 33907

BRUCE UPTON 6314 Whiskey Creek Drive
Fort Myers, Florida 33907

ARTICLE VI.

The affairs of this Corporation are to be managed initially by a Board of three (3) Directors who will be elected each year at the annual meeting of the Corporation as provided for in the By-Laws. At such time as the Developer has relinquished control of the Corporation as provided by the Condominium Act, the Board may be composed of any odd number of Directors that they decide (as provided for in the By-Laws).

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ARTICLE VII

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

ROBERT GLEASON
GUSTAVO HEVIA
BRUCE UPTON

President
Vice President
Secretary/Treasurer

ARTICLE VIII

The By-Laws of this corporation are to be made, altered, amended or rescinded by a majority vote of the members and Directors of this Corporation.

ARTICLE IX

Amendments to the Articles of Incorporation may be proposed and adopted at any regular or specially called meeting of the members of this Corporation or any annual meeting of this Corporation.

ARTICLE X

Each Unit in the Condominium shall have one (1) full vote, which vote shall be cast by a designated owner as provided for in the Declaration of Condominium.

ARTICLE XI

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

ARTICLE XII.

This Corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration and By-Laws.

ARTICLES XIII

No part of the net earnings of this Corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or care of this Corporation's property or through the rebate of the excess membership dues, fees, or assessments.

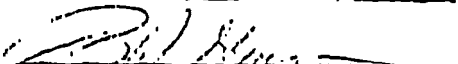
ARTICLE XIV

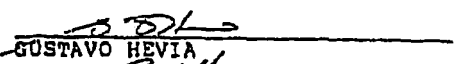
The initial registered office of this corporation shall be located at 6314 Whiskey Creek Drive, Fort Myers, Florida 33907 and the initial registered agent at that address is ROBERT GLEASON.

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


ROBERT GLEASON, REGISTERED AGENT

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 30 day of December 1986.


ROBERT GLEASON


GUSTAVO HEVIA


BRUCE UPTON

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STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgments in the State and County aforesaid, personally appeared ROBERT GLEASON, GUSTAVO HEVIA, and BRUCE UPTON, known to me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and seal this 30 day of December, 1986.

Evangelina Hernandez (SEAL)
Notary Public

My Commission Expires:

~~NOTARY PUBLIC STATE OF FLORIDA~~
~~MY COMMISSION EXP. AUG 20, 1988~~
~~ADOPTED THRU GENERAL LNS. LHM.~~

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**SECOND AMENDED AND RESTATED
BYLAWS
OF
COUNTRY CLUB VILLAGE II OF CROSS CREEK
CONDOMINIUM ASSOCIATION, INC.**

**SECOND AMENDED AND RESTATED
BYLAWS
OF
COUNTRY CLUB VILLAGE II OF CROSS CREEK
CONDOMINIUM ASSOCIATION, INC.**

1. **Identity.** These are the Bylaws of Country Club Village II of Cross Creek Condominium Association, Inc. (the "Association"), a corporation not-for-profit, incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Fort Myers, Lee County, Florida, and known as Country Club Village II of Cross Creek, a Condominium (the "Condominium").

2. **Definitions.** All of the initially capitalized terms used herein shall have the meanings set forth in the Declaration of Condominium for Country Club Village II of Cross Creek, a Condominium (the "Declaration"), unless defined otherwise herein. In addition, the following terms shall have the following meanings:

"**Act**" shall mean the Florida Condominium Act as it is amended from time to time; provided, however, the Act shall not be incorporated in these Bylaws or in any other document governing the Condominium except as specifically set forth herein.

"**Articles**" shall mean the Articles of Incorporation for the Association, as the same may be amended from time to time.

"**Board**" shall mean the Board of Directors of the Association.

"**Committee**" shall mean any committee created by the Board.

"**Condominium Documents**" shall mean the Declaration, the Articles, these Bylaws, and the Rules, as the same may be amended from time to time.

"**Division**" shall mean the Division of Florida Condominiums, Timeshares and Mobile Homes.

"**Members Meeting**" shall mean any meeting of the Unit Owners held in accordance with these Bylaws and the Act.

3. **Members**

3.1 **Annual Members Meeting**

3.1.1 **Date.** The Annual Members Meeting shall be held on the date, at the place, and at the time determined by the Board from time to time, which meeting location shall be within 45 miles of the condominium property.

3.1.2 **Purpose and Notice.** The purpose of the Annual Members Meeting shall be stated in the notice of the meeting, which shall include an agenda. Advance notice shall be mailed to Unit Owners at least fourteen (14) days prior to the Annual Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Annual Members Meeting, all as specifically provided in the Act.

3.1.3 **Agenda.** The Agenda for an Annual Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: call to order; collection of election ballots not yet cast, appointment of a chairman of the Annual Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; appointment of inspectors of election; election of Director(s); reports of committees, unfinished business, new business, and adjournment. Notwithstanding anything herein to the contrary, the first order of business shall be the collection of election ballots not yet cast.

3.2 **Special Members Meetings.**

3.2.1 **How Called.** A Special Members Meeting may be called by the President or by a majority of the Board of the Association, and must be called by the President or Secretary upon receipt of a written request from Unit Owners holding twenty percent (20%) of all the Voting Interests of the Association. Additionally, a Special Members Meeting may be called by Unit Owners holding ten percent (10%) of the Voting Interests of the Association to recall a Director or Directors of the Board as permitted by the Act (currently Section 718.112(2)(j) of the Florida Statutes).

3.2.2 **Purpose and Notice.** Special Members Meetings may be called for any purpose permitted by law. The business conducted at a Special Members Meeting shall be limited to that stated in the notice of the Special Members Meeting, which shall include an agenda. Advance notice shall be mailed to Unit Owners at least fourteen (14) continuous days prior to the Special Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Special Members Meeting, all as specifically provided in the Act.

3.2.3 **Agenda.** The Agenda for a Special Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: call to order; collection of votes not yet cast, appointment of a chairman of the Special Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; special items of business, and adjournment.

3.3 **Waiver of Notice.** Notice of a Members Meeting may be waived by a Unit Owner unless prohibited by the Act.

3.4 **Affidavit or Certificate of Mailing.** The Association shall include in the official records of the Association an affidavit or certificate of mailing conforming with the requirements

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

of the Act, which are incorporated herein by reference (currently Section 718.112(2)(d)2 of the Florida Statutes).

3.5 **Quorum.** A quorum at a Members Meeting shall be attained by the presence, either in person or by proxy, of Unit Owners entitled to cast a majority of the Voting Interests of the Unit Owners; provided, however, quorum requirements (or lack thereof) and requirements that a minimum number of ballots be cast for the election of Directors shall be as provided in the Act.

3.6 **Voting by Members.**

3.6.1 **Majority Vote.** The acts approved by Unit Owners holding a majority of the Voting Interests of the Association present in person or by proxy at a Members Meeting at which a quorum is present shall be binding upon all Unit Owners except where otherwise provided by law or in the Condominium Documents.

3.6.2 **Voting Interests.** Each Unit Owner shall be a Member of the Association. No person who holds an interest in a Unit only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. There shall be one vote appurtenant to each Unit. For the purposes of determining who may exercise the Voting Interest associated with each Unit, the following rules shall govern:

3.6.2.1 **Unit Owned By Husband and Wife.** Either the husband or wife (but not both) may exercise the voting interest with respect to a Unit. In the event the husband and wife cannot agree, neither may exercise the voting interest.

3.6.2.2 **Trusts.** In the event that any trust owns a Unit, the Association shall have no obligation to review the trust agreement with respect to such trust. If the Unit is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Unit Owner of the Unit for all Association purposes. If the Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Unit for all Association purposes. If the Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Unit for all Association purposes. If the Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its voting interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Unit for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Unit, either trustee may exercise the voting interest associated with such Unit. In the event of a conflict between trustees, the voting interest for the Unit in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the voting interest with respect to any Unit shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

3.6.2.3 Corporations. If a Unit is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the voting interest associated with such Unit. If the corporation fails to designate a person to vote, then the President or Vice-President may exercise the voting interest associated with such Unit. In the event of a conflict among the officers entitled to exercise a voting interest, the voting interest for such Unit cannot be exercised.

3.6.2.4 Partnerships. If a Unit is owned by a limited partnership, any one of the general partners may exercise the voting interest associated with such Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Unit is owned by a general partnership, any one of the general partners may exercise the voting interest associated with such Unit. In the event of a conflict among general partners entitled to exercise a voting interest, the voting interest for such Unit cannot be exercised.

3.6.2.5 Multiple Individuals. If a Unit is owned by more than one individual, any one of such individuals may exercise the voting interest with respect to such Unit. In the event that there is a conflict among such individuals, the voting interest for such Unit cannot be exercised.

3.6.2.6 Voting Certificate. If a Unit is owned by more than one individual, a corporation, a partnership or a trust, the Board will require the use of a Voting Certificate identifying the Member with authority to vote on behalf of each such Unit.

3.6.3 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a voting interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.7 Proxies. Votes may be cast in person or by use of a limited proxy complying with the requirements of the Act. All of the provisions of the Act regarding general and limited proxies are incorporated into these Bylaws by reference (currently Section 718.112(2)(b)2 of the Florida Statutes). A proxy holder need not be a Unit Owner.

3.8 Adjourned Members Meetings. If any proposed Members Meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the Members Meeting from time to time until a quorum is present, provided notice of the newly scheduled Members Meeting is given in the manner required for the giving of notice of a Members Meeting.

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

3.9 **Action Without a Members Meeting.** Prior to the Turnover Date and unless prohibited by law, any action required to be taken or which may be taken at any Members Meeting may be taken without a Members Meeting, without prior notice, and without a vote of the Members if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) holding not less than the minimum number of Voting Interests that would be necessary to approve such action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Unit Owners who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. **Directors.**

4.1 **Membership.** The affairs of the Association shall be governed by a Board with five (5) Directors who shall serve staggered terms of two (2) years and until his/her successor is duly elected.

4.2 **Qualifications.** Each Director must be a member or the spouse of a member; provided, however, co-owners of a Unit are not eligible to serve on the Board at the same time unless they own more than one (1) unit or unless there are not enough eligible candidates to fill the vacancies on the Board. A person who has been suspended by the Association or convicted of a felony in any state or who is more than ninety (90) days delinquent in the payment of regular assessments, special assessments or fines is not eligible to serve on the Board. A director or officer who is more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

4.3 **Elections.** In each annual election the members shall elect, by written secret ballot, as many Directors as there are vacancies to be filled, unless the balloting is dispensed with as provided for by law.

4.3.1 **First Notice; Candidates.** Not less than sixty (60) days before the election, the Association shall mail, deliver or electronically transmit to each unit owner entitled to vote, a first notice of the date of the election along with a certification form provided by the Division attesting that he or she read and understands, to the best of his or her ability, the governing documents, the Act and any applicable rules. Any unit owner or other eligible person wishing to be a candidate may qualify as such by giving written notice to the Association at least forty (40) days before the annual election.

4.3.2 **Second Notice; Candidate Information Sheets.** If there are more candidates than there are Directors to be elected, balloting is required within the time prescribed by law, the Association shall mail, deliver or electronically transmit a second notice of election, together with the notice of annual meeting, to all unit owners entitled to vote in the contested election, together with a ballot listing all qualified candidates in alphabetical order, by surname. Upon timely request of a candidate, the Association shall also include an information sheet (no larger than 8-1/2 inches

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by 11 inches, furnished by the candidate) in the mailing, delivery or electronic transmission. The costs of mailing and copying the candidate information sheet are borne by the Association.

4.3.3 **Balloting.** Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty (20%) percent of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, each unit shall have as many votes as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method required or permitted by law.

4.4 **Election of Directors.** All of the provisions regarding the election of Directors in the Act and in the Florida Administrative Code are incorporated herein by reference. The Act contains detailed and specific provisions, which may be changed by the Florida legislature from time to time. In general, the Act requires the election of Directors shall be held at the Annual Members Meeting. The regular annual elections, as well as elections to fill vacancies, shall be by written ballot or voting machine, and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. Notwithstanding the provisions of this subsection, an election and balloting are not required unless more candidates file notices of intent to run or are "nominated" than vacancies exist on the Board. The Act and the Florida Administrative Code ("FAC") , i.e., each of which may be amended from time to time contain detailed and specific provisions on the manner in which notices must be sent to Unit Owners and the manner in which the elections must actually be held. Notwithstanding any terms to the contrary set forth in these bylaws, the Association shall adhere to the provisions of the Act and the Florida Administrative Code and to the extent the Act or the FAC conflict with these bylaws, the Act and FAC shall control.

4.5 **Vacancies and Removal.**

4.5.1 **Vacancies Generally.** Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board occurring between Annual Members Meetings shall be filled by the remaining Directors even if less than a quorum (e.g., one Director remains).

4.5.2 **Recall of a Director.** Directors may be removed from office in the manner provided for the removal of Directors in the Act. As stated in Section 718.112(2)(j) of the Florida Statutes, as it may be renumbered from time to time, a Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Unit Owners. A Special Members Meeting for recall may be called by Unit Owners holding ten percent (10%) of the Voting Interests in the Association.

4.6 **Term.** Except as provided herein to the contrary, the term of each Director's service shall be for a staggered term of two (2) years and shall expire at the Annual Members Meeting and such board members may stand for reelection unless otherwise permitted by the bylaws. If no person

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is interested in or demonstrates an intention to run for the position of a board member whose term has expired according to the provisions of the Act, such board member whose term has expired shall be automatically reappointed to the board of administration and need not stand for reelection.

4.7 **Regular Board Meetings.** Regular Board Meetings may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

4.8 **Special Board Meetings.** Special Board Meetings may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors.

4.9 **Notice Requirements for Board Meetings.**

4.9.1 **Generally.** Notice of Board Meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least two (2) days prior to the meeting. Notice of Board Meetings shall be posted conspicuously on the Condominium Property for at least forty-eight (48) continuous hours in advance for the attention of the Unit Owners except in the event of an emergency. Upon notice given by mail or personally to each Unit Owner, the Board shall adopt a rule designating a specific location on the Condominium Property upon which all notices of Board meetings, both regular and special, shall be posted.

4.9.2 **Agenda.** All notices for Board Meetings must specifically incorporate an agenda. Any item not included on the notice may be taken up on an emergency basis by a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular Board Meeting. Notice of Board Meetings at which Assessments shall be considered shall contain a statement that Assessments will be considered and describe the nature of such Assessments.

4.9.3 **Additional Notice Requirements for Assessments and Other Special Items.** Notwithstanding the above, at any Board Meeting at which there will be proposed, discussed or approved (i) non-emergency Special Assessments, or (ii) amendments to Rules regarding Unit use, additional notice must be mailed or hand delivered to each Unit Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) days prior to the Board Meeting. Evidence of compliance with the fourteen (14) day notice requirement shall be in the form of an affidavit executed by the person providing notice, which shall be placed in the official records of the Association.

4.10 **Waiver of Notice.** Any Director may waive notice of a Board Meeting before or after the Board Meeting and that waiver shall be deemed equivalent to be due receipt by such Director of notice. Attendance by any Director at a Board Meeting shall constitute a waiver of notice of such Board Meeting, except when his attendance is for the express purpose of objecting at the beginning of the Board Meeting to the transaction of business because the Board Meeting is not lawfully called.

4.11 **Quorum.** A quorum at Board Meetings shall consist of a majority of the Board. The acts approved by a majority of those present at a Board Meeting at which a quorum is present shall constitute the acts of the Board except when approval by a greater number of Directors is specifically required by the Condominium Documents.

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

4.12 **Adjourned Board Meetings.** If at any proposed Board Meeting there is less than a quorum present, the majority of those present may adjourn the Board Meeting from time to time until a quorum is present, provided notice of such newly scheduled Board Meeting is given as required herein. At any newly scheduled Board Meeting, any business that might have been transacted at the Board Meeting as originally called may be transacted.

4.13 **No Joinder in Board Meeting by Approval of Minutes.** The joinder of a Director in the action of a Board Meeting by signing and concurring in the minutes of that Board Meeting shall not constitute the approval of that Director of the business conducted at the Board Meeting. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

4.14 **Presiding Officer.** The presiding officer at the Board Meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

4.15 **Committees.** The Board may create one or more Committees, appoint Board Members and/or Unit Owners to such Committees, and invest in such Committees such powers and responsibilities as the Board shall deem advisable to make recommendations to the Board regarding the Association or the Condominium. To the extent required by the Act, notice of Committee Meetings shall be given in the same manner as for Board Meetings.

4.16 **Attendance.** A Director who is present at any Director's meeting 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. A Board member who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Board members may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. A vote or abstention for each member present shall be recorded in the minutes.

4.17 **Voting.** A Director may not vote by proxy and there shall be no secret ballot voting by Directors at a Board meeting, except that officers may be elected by secret ballot. The minutes of the meeting must reflect each Director's vote or abstention.

5. **Minutes of Board and Members Meetings.** The minutes of all Board Meetings and Members Meetings shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

6. **Unit Owners' Right to Participation at Members Meetings, Board Meetings, and Committee Meetings.** All Members Meetings, Board Meetings, and Committee Meetings shall be open to Unit Owners. Unit Owners shall have a right to participate at all Members Meetings and Board Meetings as to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation. Unit Owners shall have the right

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

to tape record or videotape Members Meetings and Board Meetings subject to the reasonable rules adopted by the Division.

7. **Powers and Duties.** All of the powers and duties of the Association shall be exercised by the Board, including those powers and duties existing under the laws of Florida and the Condominium Documents. Such powers and duties shall be exercised in accordance with the Condominium Documents and the Act, and shall include, without limitation, the right, power and authority to:

7.1 Operate and maintain all portions of the Condominium Property other than the Units.

7.2 Convey a portion of the Common Elements to a condemning authority, governmental entity, or a public utility for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7.3 Employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements.

7.4 Adopt and amend Rules concerning the details of the operation and use of the Condominium Property.

7.5 Maintain bank accounts on behalf of the Association and designate the signatories required therefor. The duty to maintain accounting records shall be according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

7.6 Purchase (at a foreclosure sale or otherwise), lease, hold, mortgage, or otherwise acquire Units or other property in the name of the Association or its designee for the use and benefit of the Unit Owners. Without limiting the foregoing, the Association, when authorized by a majority of the Voting Interests of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the use or benefit of the Unit Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

7.7 Obtain and maintain adequate insurance to protect the Association and the Condominium Property.

7.8 Make repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

7.9 Enforce obligations of the Unit Owners.

7.10 Levy fines where appropriate against Units for the failure of the Unit Owner, or its occupant, licensee or invitee, to comply with any provision of the Declaration, these Bylaws or the reasonable rules of Association in accordance with these Bylaws.

7.11 Borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep, and/or maintenance of the Condominium Property, and to execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board and a majority of the Voting Interests of the Unit Owners represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Voting Interests of the Unit Owners as may be specified in these Bylaws with respect to certain borrowing.

7.12 Contract for the management and maintenance of the Condominium Property and authorize 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 and Special Assessments, preparation of records, enforcement of Rules and maintenance, repairs and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association 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, Special Assessments, promulgation of Rules and execution of contracts on behalf of the Association.

7.13 At its discretion, authorize Unit Owners or other persons to use portions of the Common Elements for private parties, gatherings, and other purposes and impose reasonable charges for such private use.

7.14 Grant, modify or move any easement, subject to the provisions of the easement, without the joinder of any Unit Owners, if the easement constitutes part of or crosses the Common Elements.

7.15 Levy Assessments and Special Assessments against Unit Owners and perform all other fiscal obligations of the Association.

7.16 The irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

7.17 Charge a Use Fee against a Unit Owner for the exclusive or non-exclusive use of all or a portion of the Common Elements or Condominium Property or as otherwise provided by the Declaration.

8. **Officers**. The Board shall elect the officers listed below each of whom must be unit owners.

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

8.1 **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

8.2 **Vice President.** The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as shall otherwise be prescribed by the Directors.

8.3 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

8.4 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall perform all other duties incident to the office of the treasurer of an association and as may be required by the Directors or the President. The Treasurer may also serve as the Secretary.

9. **Compensation of Directors and Officers.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for any service or item to be supplied by such Director or officer; provided, however, management of the Condominium shall be through a company in the business of providing professional management services to associations. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. This provision may only be amended by Unit Owners holding a majority of the Voting Interests in the Association.

10. **Resignations.** Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

11. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

11.1 **Fiscal Year.** The fiscal year of the Association shall be the same as the calendar year unless otherwise determined by the Board.

11.2 **Adoption of Budget by Board; Items.** The Board shall from time to time, and at least annually, prepare a budget for the Condominium complying with Section 718.112(2)(f) of the Florida Statutes, which is incorporated herein by reference.

11.3 **Notice of Budget Meeting.** A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the Board Meeting at which the budget will be

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

considered, together with a notice of that Board Meeting indicating the time and place of such meeting.

11.4 **Special Membership Meeting on Budget.** If a budget is adopted by the Board which requires Assessments against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments (as determined by the Act) for the preceding year, as hereinafter defined, upon written application of Unit Owners holding ten percent (10%) of the Voting Interests to the Board, a Special Members Meeting shall be held as provided in the Act (currently Section 718.112(2)(e) of the Florida Statutes, which is incorporated herein by reference).

11.5 **Collection of Assessments.** Assessments shall be collected monthly or quarterly from the Unit Owners. Assessments may be accelerated as provided in the Declaration and as permitted by the Act. In the event the annual Assessments prove to be insufficient, the budget and Assessments including special assessments may be amended and increased at any time by the Board upon compliance with the notice and other requirements of the Act.

11.6 **Depository.** The depository of the Association shall be such bank or banks in the County as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from these accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.

11.7 **Reserve Funds.** The provision of the Act respecting reserve funds are incorporated herein.

11.8 **Acceleration of Assessment.** If a Unit Owner shall be delinquent in the payment of an Assessment, the Board may accelerate the remaining installments of the Assessment as permitted by the Declaration and the Act.

11.9 **Fidelity Bonds.** To the extent required by law, fidelity bonds shall be required for those persons who control or disburse funds of the Association in the amount(s) required by the Act. The premiums on such bonds shall be paid by the Association as a Common Expense.

11.10 **Financial Reports.** Within ninety (90) days (or as otherwise provided in the Act from time to time) following the end of the fiscal year, or annually on such date as is otherwise provided herein, the Board shall mail, or furnish by personal delivery, to each Unit Owner financial reports complying with the requirements of the Act.

12. **Roster of Unit Owners.** Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all notice purposes until notified in writing of changes therein as provided above.

13. **Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

14. **Rules and Regulations.** The Board may, from time to time, adopt, modify, amend or add to the Rules. Copies of such modified, amended or additional Rules shall be furnished by the Board to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. The current Rules adopted by the Board together with the Amended and Restated Declaration, are attached hereto as Exhibit "D".

15. **Mandatory Nonbinding Arbitration.** The provisions of the Section 718.1255 of the Florida Statutes (as it may be renumbered or amended) respecting mandatory nonbinding arbitration are incorporated into and made part of these Bylaws.

16. **Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

17. **Transfer Fees.** The Association may charge up to the maximum transfer fees permitted by the Act. The Association may require that a prospective lessee place a security deposit in the amount permitted by the Act into an escrow account with the Association, subject to the requirements of the Act.

18. **Emergency Powers.** In the event of any "emergency" as defined in Paragraph (N) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2012), and Section 617.0303, Florida Statutes (2012), all as amended from time to time.

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

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

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

(D) The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

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

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

(F) The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of any emergency pursuant to Section 718.112(2)(f)(3), Florida Statutes, as may be amended from time to time. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

(G) The Board may adopt emergency Rules and Regulations governing the use and occupancy of the units, common elements, limited common elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

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

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

(J) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer, or security systems; or air conditioners.

(K) Mitigate further damage, including taking action to contract for the removal of debris (including within units) and to prevent or mitigate the spread of fungus, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the condominium property, even if the unit owner is obligated by the declaration or law to insure or replace those fixtures and to remove personal property from a unit.

(L) Levy special assessments without a vote of the owners.

(M) Without unit owners' approval, borrow money and pledge association assets as collateral to fund emergency repairs and carry out the duties of the association when operating funds are insufficient.

(N) For purposes of this Section only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

- (1) a state of emergency declared by local civic or law enforcement authorities;
- (2) a hurricane warning;

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status;
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,
- (6) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Unit Owners, the Condominium Property, or Association Property. A determination by two (2) Directors or by the President that an emergency exists shall have presumptive validity of such an emergency.

19. **Compliance with Fire and Life Safety Code.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of the compliance of the condominium units with the applicable fire and life safety code. Neither the Association nor the unit owners, however, are obligated to retrofit the common elements or units with a fire sprinkler system or other engineered life safety system in a building that has already been certified for occupancy by the applicable governmental entity, if the unit owners have voted to forego such retrofitting and engineered life safety system by the affirmative vote of a majority of all voting interests. A vote to forego retrofitting may be obtained by limited proxy or by a ballot personally cast at a duly called membership meeting, or by execution of a written consent by the member, and is effective upon recording a certificate attesting to such vote in the public records of the county where the condominium is located. The association shall mail or hand deliver to each unit owner written notice at least 14 days before the membership meeting in which the vote to forego retrofitting of the required fire sprinkler system is to take place. Within 30 days after the association's opt-out vote, notice of the results of the opt-out vote must be mailed or hand delivered to all unit owners. Evidence of compliance with this notice requirement must be made by affidavit executed by the person providing the notice and filed among the official records of the association. After notice is provided to each owner, a copy must be provided by the current owner to a new owner before closing and by a unit owner to a renter before signing a lease. As part of the information provided annually to the division, the Association shall report the membership vote and recording of a certificate and, if retrofitting has been undertaken, the per-unit cost of such work.

20. **Compliance and Default; Remedies.** In addition to the remedies provided in the Declaration of Condominium, the following shall apply:

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

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

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

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

(B) **Hearing:** At the hearing the party sought to be fined shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If the panel, by majority vote does not agree with the fine, it may not be levied.

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

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

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

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

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

(B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or Officer derived an improper personal benefit.

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

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

22. **Construction and Conflicts.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. In the event that these Bylaws, the Articles and/or the Declaration conflict with any other document, the Declaration shall control, then the Articles, then the Bylaws, in that order. This provision may not be amended.

23. **Written Inquiries from Unit Owners.** When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry,

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

24. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these Bylaws of the intent of any provision hereof.

25. **Amendments.** Amendments to these Bylaws shall be proposed and adopted in the following manner:

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

25.2 **Proposal.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Unit Owners holding not less than one-third (1/3) of the Voting Interests of the Association.

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

25.4 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or Vice President with the formalities of a deed, if the amendment has been adopted consistent with the provisions of the Declaration. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Lee County.

25.5 **Procedure.** The Act contains certain procedural requirements for amendments to Bylaws, all of which are incorporated herein by reference.

26. **Common Elements; Limited Power to Convey.** The Association has a limited power to convey portions of the common elements as provided for in Section 73.073, Florida Statutes.

COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

The foregoing constitute the Amended and Restated Bylaws of Country Club Village II of Cross Creek Condominium Association, Inc., and were duly adopted at a meeting of the Board of Directors held on November 15, 2012

Date: December 7, 2012

COUNTRY CLUB VILLAGE II OF
CROSS CREEK CONDOMINIUM
ASSOCIATION, INC.

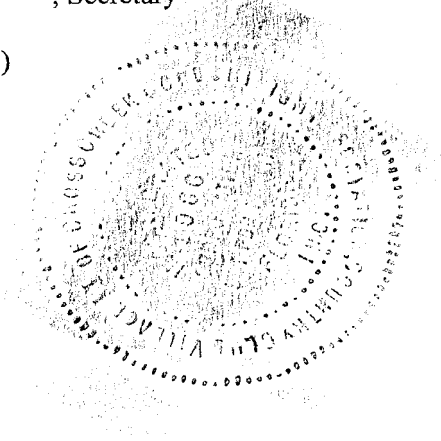
Terrence O'Brien

, Secretary

Attest:

(SEAL)

Charles F. Thanner
, President



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COUNTRY CLUB VILLAGE II OF CROSS CREEK - BYLAWS

EXHIBIT "D"

**COUNTRY CLUB VILLAGE II OF CROSS CREEK
CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS**

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

1. BUILDING APPEARANCE AND MAINTENANCE:

- (a) The sidewalks, entrances, and stairs must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units,.
- (b) No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways. The limited common elements and the common elements shall be kept free and clear of refuse, debris and other unsightly material.
- (c) No person shall allow anything whatsoever to fall from the windows, walkways, entry ways or doors of the premises, nor sweep or throw any dirt, waste or other substances out of the unit or on the common elements of the Condominium.
- (d) Refuse, garbage and recyclable items shall be deposited only in the area provided therefor. All garbage must be bagged and tied.
- (e) No unit owners shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon or permit to be operated a phonograph, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium. Designated "quiet" hours are 8:00 p.m. to 8:00 a.m.
- (f) No exterior radio or television antenna installation, or duct work, or plumbing, or other wiring, shall be made without the prior written consent of the Board of Directors, except as otherwise provided by law.
- (g) No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the units, limited common elements or

common elements, including in windows, by any unit owner or occupant without written permission of the Association, except that flags and "For Sale" and "For Rent" signs may be displayed in accordance with subsection 10.7 of the Declaration.

(h) No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use. Unless expressed permission is granted by the Board of Directors, items used for landscape maintenance must be kept in designated areas.

(i) Unit owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

(j) small exterior plantings shall be permitted subject to the approval of the Horticulture Committee. Requests must be in writing to the Board, which will be referred to the committee

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

3. **EMERGENCIES IN OWNER'S ABSENCE:** Any unit owner who plans to be absent from his unit for an extended period of time defined as more than 72 hours must prepare his unit prior to his departure in the following manner:

- (a) By securing all furniture, plants and other objects in the lanai; and
- (b) By responsibly insuring that water lines entering each unit are secure from leakage, especially the water heater, ice maker, washing machine and dishwasher; and
- (c) By designating a responsible caretaker to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker.
- (e) Shut off the water line to the unit at the main water shut off, and electrically shut off the water heater.

4. **PETS:** Harboring pets is restricted under Section 10.2 of the Declaration. The Board may impose additional reasonable restrictions upon how and where pets may be permitted upon the common elements.

5. **PARKING OF VEHICLES:** Vehicle Parking is restricted under Section 10.5 of the Declaration. Parking is not intended for the storage of boats, motorcycles, recreational vehicles, motor homes, trailers, semitrailers, house trailers, campers, truck campers, trucks, non-operational or invalidly licensed automobiles. No repairs or maintenance of vehicles may be performed, except emergency repairs. Any vehicles parked in violation of the parking restrictions are subject to towing, with the owner of the vehicle responsible for all costs of towing.

6. **SOLICITATION:** There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the unit owner to be solicited, or specifically authorized by the Board. There shall be no soliciting of donations, by anyone, from any source, that would be used as raffle prizes.

7. **FOOD AND BEVERAGES:** Food and beverages may be consumed in the common elements at the personal discretion of the owners. Owners are responsible for leaving the common elements used in a clean condition. Frequent violators may have this privilege revoked by the Board. Outdoor cooking is restricted to areas designated for that purpose.

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THE RECREATIONAL LAND USE AGREEMENT

THIS DOCUMENT IS NOT A RECREATIONAL LEASE AGREEMENT
OR A LAND LEASE OR A LEASE OF ANY KIND

THIS RECREATIONAL LAND USE AGREEMENT is made between U.S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida (hereinafter referred to as "Developer") and COUNTRY CLUB VILLAGE II OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association").

WHEREAS, the Developer is the owner of certain real property described in Exhibit "A" and plans, subject to the terms of this Agreement, to construct thereon certain improvements and amenities which will provide recreational facilities and areas for the use and benefit of the condominium unit owners and/or tenants of the COUNTRY CLUB COMPLEX as hereinafter described; and

WHEREAS, it is presently contemplated that the COUNTRY CLUB COMPLEX will initially consist of the COUNTRY CLUB VILLAGE I OF CROSS CREEK, A CONDOMINIUM, and COUNTRY CLUB VILLAGE II OF CROSS CREEK, A CONDOMINIUM, located upon certain real property described in Exhibit "B" and hereinafter referred to as the "Condominium Land".

WHEREAS, the Developer presently contemplates that the COUNTRY CLUB COMPLEX will contain seventy (70) residential condominium units in two individual condominiums and one (1) "Recreation Area" all located upon the real property comprising the COMPLEX; and

WHEREAS, the Association is the entity responsible for the operation of the COUNTRY CLUB VILLAGE II OF CROSS CREEK, A CONDOMINIUM and, therefore, the Association has entered into this Agreement for the benefit of all unit owners of the COUNTRY CLUB COMPLEX.

NOW, THEREFORE, the parties in consideration of the foregoing premises and of the mutual covenants hereinafter contained hereby agree to perform all of the conditions, covenants and obligations hereinafter set forth.

1. DEFINITIONS.

All terms used in this Agreement shall be defined in accordance with the provisions of Chapter 718, Florida Statutes, (also known as the Condominium Act) and the Declaration of Condominium for COUNTRY CLUB VILLAGE II OF CROSS CREEK, A CONDOMINIUM (hereinafter referred to as the "Condominium") and as follows, unless the context otherwise requires:

A. "Condominium Unit", "Unit", or "Apartment" means the part of the Complex Land which is subject to private ownership.

B. "Unit Owner" means the owner of a condominium unit, together with an undivided share in the common elements appurtenant thereto.

C. "Common Expenses" means the expenses which the unit owners are liable to the Association, including the recreation expenses hereunder.

D. "Articles of Incorporation" means the Articles of Incorporation of the Association.

E. "By-Laws" means the By-Laws of the Association.

EXHIBIT "E"

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REC-103453316

F. "Recreation Areas" mean those certain portions of the Complex Land specifically described in Exhibit "D" upon which Developer proposes to construct certain improvements and amenities for the use and enjoyment of all unit owners in the COUNTRY CLUB COMPLEX.

G. "Recreation Expenses" means taxes, insurance, maintenance, replacement and other expenses generally arising from the ownership of the recreational lands described hereunder, which shall be a part of the common expenses to be assessed by the Association against each of the units administered by the Association.

H. "Institutional Mortgagee" means the owner and holder of a mortgage encumbering a condominium unit, which owner and holder of said mortgage is either a bank, or life insurance company, or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts business trust, or an agency of the United States Government, or any entity controlling, controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender or the developer, or assignee, nominee, or designee of the developer.

I. "Institutional Mortgage" means a mortgage owned or held by an institutional mortgagee.

2. PLAN OF DEVELOPMENT.

A. COUNTRY CLUB COMPLEX (hereinafter referred to as "Complex") means and refers to the Condominium and the entire group of condominiums and/or rental type structures and improvements which the Developer intends to construct upon the Complex Land, which land is more particularly described on Exhibit A attached hereto and made a part hereof. As of the execution of this Agreement the Developer is the owner of the land as described in Exhibit A. It is contemplated that the Complex will contain seventy (70) residential condominium units. It is understood that each condominium submitted to condominium ownership in the Complex may have as its governing body a separate and distinct condominium association for its benefit, rule, maintenance and operation subject to the terms of the governing declaration filed with respect thereto. The governing association for the COUNTRY CLUB VILLAGE II OF CROSS CREEK, A CONDOMINIUM is the COUNTRY CLUB VILLAGE II OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC.

B. The Developer intends to reserve certain portions of the Complex Land and to construct thereon certain recreational facilities, improvements and enhancements. Said portions of the Complex Land are described in Exhibit "C". Each condominium, condominium association, condominium unit owner, institutional mortgagee or purchase money mortgagee and any other land owner of the Complex (or portion thereof), and their invitees, licensees, tenants, guests, lessees, successors and assigns shall, subject to the terms of this Agreement, have the right to the use and benefit of the Recreation Areas together with the facilities and personal property improvements located thereon and, therefore, shall be obligated to pay the recreation expenses as provided hereunder and to otherwise be subject to the terms and conditions hereof.

C. Developer contemplates constructing and/or providing one (1) Recreation Area, as follows:

(.2) One heated swimming pool having an approximate size of 20' x 40', an approximate depth of 3' at the shallow end and 6' at the deepest point, and a capacity of 20 people.

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(.2) A perimeter deck surrounding the swimming pool having an approximate size of 20' x 40', approximate depth of 3' at the shallow end and 5' at the deepest point, and a capacity of 20 persons.

(.3) A pool house approximately 10' x 34'7" containing a 10' x 12' mens facility, a 10' x 12' womens facility and a 10' x 10' storage room for equipment.

(.4) A spa approximately 8' x 8' with a capacity of 6 persons.

(.5) Other recreational areas may be submitted upon completion of the condominiums contiguous to this property provided no more than 70 units will make use of such.

D. This Recreational Land Use Agreement shall be one of the condominium documents for each condominium in the Complex and the Association has entered into this Agreement so as to acquire the possessory and use interests in the recreational lands for the enjoyment, recreation and other use and benefit of all unit owners of the COUNTRY CLUB COMPLEX.

E. Because of the unique features of the development of the Complex and the continuing necessity to preserve the plan of development therefor, the Developer has set forth covenants as to the use of the Recreation Areas, which covenants shall run with the real property described in Exhibit "C" (subject to the provisions of Paragraph 2G) and the Land, described in Exhibit A, which includes such lands as submitted to condominium ownership and the units thereto, which said covenants are set forth in Paragraph 3 of this document.

F. The Recreation Areas shall be conveyed in accordance with the following terms and conditions:

(.1) In the event that the COUNTRY CLUB VILLAGE II OF CROSS CREEK, A CONDOMINIUM has been constructed upon the Condominium Land and separate and distinct condominiums with their own separate and distinct condominium associations have been constructed upon all parcels in the Future Development Lands, then in such event, the Developer shall convey the Recreation Areas (subject to the provisions of Paragraph 2G) as follows: each separate and distinct condominium association, including the COUNTRY CLUB VILLAGE II OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC. and/or other entities governing unit owners of the Complex, shall own x/70th of the Recreation Areas, "x" being the total number of units represented by each such governing entity.

(.2) Said conveyance shall take place upon the first to occur of the following:

(i) Within three (3) months after title to ninety percent (90%) of the previously unsold units contained within the Complex have been transferred to initial purchasers thereof, or

(ii) At the discretion of the Developer, on or before January 31, 1993, or

(iii) By January 31, 1993.

G. The conveyance to the hereinbefore described grantee or grantees shall vest fee simple title to the Recreation Areas in said grantees free and clear of mortgages or liens subject to the covenants herein contained and to the continuing obligations created hereunder to pay the expenses of such Recreation Areas, and subject to the then existing conditions of title including the exceptions contained in the initial condominium deed from the Developer to the various unit owners. Said grantee or grantees shall not, subsequent to the receipt of conveyance of title as aforesaid, convey the Recreation Areas except to the unit owners upon termination of the condominiums as provided in the declaration of condominium for each condominium in the Complex, nor shall said grantees encumber, mortgage, pledge, hypothecate, or lease said Recreation Areas without the consent of the

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A. Recreation Areas have or will have certain improvements constructed thereon. The Recreation Areas shall always be kept and maintained for recreational uses and shall not otherwise be used for residential, commercial or industrial construction of any kind.

B. The Association and other governing bodies shall impose rules and regulations regulating the use and enjoyment of said lands and the maintenance of shrubbery, pools, and other improvements located thereon from time to time in conformity with the foregoing purposes, and thereafter may modify, alter, amend, rescind and augment any such rules and regulations as permitted by the By-Laws. Upon the acceptance and execution of this Agreement by the separate condominium associations or other entities (the "Other Associations") administering the separate condominium or rental or other improvements that have been developed upon Future Development lands (in accordance with the terms of Paragraph 8 of this Agreement), then, in that event, the following shall control the imposition of rules and regulations concerning the use and enjoyment of the Recreation Areas and improvements located thereon. The Association and the Other Associations shall, through their respective boards of directors, or, if there be none, by any reasonable means, designate two (2) representatives to the COUNTRY CLUB VILLAGE OF CROSS CREEK RECREATION AREAS COMMITTEE (the "Committee"). The Committee shall assist the Association and Other Associations and have rule making authority with respect to the imposition, modification or rescission of rules and regulations governing the use and enjoyment of the Recreation Areas, provided, however, that the Committee shall only have authority to take action approved by a majority vote of its members at meetings duly noticed to all members in writing at least two (2) days prior to such meeting. The latest edition of Roberts Rules of Order shall control the meetings and conduct of the Committee with respect thereto. It is the intention of the parties hereto that the Committee's authority shall be limited to the modification, alteration, amendment, rescission or augmentation of rules and regulations concerning the use and enjoyment of the Recreation Areas by unit owners and tenants. The COUNTRY CLUB VILLAGE I OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC. shall continue to enforce and administer all such rules and bear sole responsibility for maintenance, repair, purchasing of materials and general management of said Recreation Area.

C. The Recreation Area may be connected or joined together with or encroaching upon the common elements of the condominiums in the Complex or the situation may be vice versa, as the case may be. In the event of the foregoing, same is deemed authorized and easements appurtenant to the extent of any such encroachment shall exist so long as such encroachment shall exist. The Developer and the Association hereby grant to each other, their heirs, successors and assigns and all third party beneficiaries, including condominium unit owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the condominiums or rental apartment buildings in the Complex or Recreation Area.

D. Non-exclusive easements shall exist for utility services and drainage in order to adequately serve the Recreation Area and the Complex Land and for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies and other portions of the Recreation Area and Complex Land as may be from time to time intended and designated for such purpose and use; and

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for vehicular and pedestrian traffic over, through and across such portions of the Recreation Area and Complex Land as may from time to time be paved or unpaved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and tenants of the Complex and their institutional mortgagees, the Developer, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Recreation Area, other than designated parking spaces. The utility services as referred to in this paragraph, include, but are not limited to, electric power, gas, water, heating, air conditioning, sprinkler systems, drainage, sewage and garbage disposal. It is specifically understood that the Developer has the right and authority to create non-exclusive easements over, through and across the Recreation Area and the Complex Land in order to provide irrigation and sprinkler systems for the benefit of unit owners and/or tenants or other land owners in the Complex.

E. The Developer and/or the Association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements and execute and deliver bills of sale, warranty deeds, or execute such other documents as may be necessary, or do any or all of the foregoing in connection with the water, drainage, sewage or other utility distribution systems and facilities located on or under the Recreation Area including but not limited to utility lines, pipes, water mains and manholes. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate city or county authorities with respect to the water and sewage distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

F. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions encumbering the Recreation Area, then the matter shall be referred to the Developer. A determination rendered by the Developer shall be final and binding on all the parties concerned herewith.

G. The Recreation Area is not for the use and enjoyment of the public.

4. RECREATIONAL EXPENSES.

The following constitute recreation expenses:

A. Taxes.

The Association covenants and agrees that it will pay at least thirty (30) days prior to the date of delinquency all and any taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments, impositions, liens for public improvements, special charges, and assessments and, in general, all taxes, tax liens, which may be assessed against the Recreation Area and against any and all personal property which is now or hereinafter placed thereon, including all interest, penalties and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms in installments, then the Association shall have the right to pay the same as such installments fall due.

B. Liability Insurance.

From and after the date of execution of this Agreement, the Association will cause to be written and pay the premiums on a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operations and maintenance of the Recreation Area and of the improvements and buildings located thereon, or for

any other risk insured against by such policies, each class of which policies shall have been written within limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person and for not less than Two Million Dollars (\$2,000,000.00) for damages incurred by more than one person, and for not less than One Hundred Thousand Dollars (\$100,000.00) for property damage. All such policies will name the Association and the Developer as their respective interests may appear as the persons insured by such policy or policies and the original or a true copy of each subject policy shall be delivered to the Association and the Developer. After conveyance to the Association of the Recreation Area and termination of the Developer's interest therein, the Association may maintain such policies as determined by the Association.

C. Utility Charges.

The Association agrees and covenants to pay all charges levied for utilities on the Recreation Area whether they are supplied by a public or private firm and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, electricity, telephone, sewer, and any other type of utility, or any other type of service charge.

D. Fire, Windstorm and Other Casualty Insurance.

The Association hereby covenants and agrees to pay the cost of premiums for insurance to keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the Recreation Area. Such policies shall only be issued by good and responsible insurance companies authorized to do business in the State of Florida, and same shall protect against loss or damage caused by or resulting from fire, windstorm, or other casualty, in an amount that would be sufficient to prevent co-insurance on the part of the parties provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against co-insurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to the parties hereto as their respective interests may appear. In the event of the destruction of said building or appurtenances by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to the parties hereto as their respective interests may appear, which parties shall open an account with a banking institution doing business in Lee County, Florida, for the purpose of providing a fund for the repair and reconstruction of the damage. The parties shall pay into such account, in addition to the insurance proceeds, such additional sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage. Notwithstanding anything to the contrary herein, insurance proceeds disbursed hereunder shall, upon Developer's conveyance of the lands in accordance with Paragraph 2F hereof, be disbursed only to the Association. In the event of any damage to any building or improvement or the destruction thereof, the Association shall repair or rebuild the same or construct new facilities similar to the old and shall utilize for this purpose insurance monies payable. The Association covenants and agrees that the reconstruction or repair shall be completed within six (6) months from the date proceeds sufficient for this purpose are made available to the Association. If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of the Association or Association's contractor, then the time of completion beyond the said six (6) month period shall be extended for such reasonable time as may be required to affect completion of said construction. Notwithstanding the foregoing, in the event such casualty to the Recreation Area and facilities is a "very substantial" one as defined in the various declarations of condominium for the Complex, then the method contained in the said declarations of condominium regarding reconstruction procedures shall be applicable to the rebuilding of the recreational

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facilities hereunder if such "very substantial" casualty has also occurred to two or more condominiums in the Complex except such determination shall be made by the general membership of the Association.

E. Maintenance and Repair of Property.

The Association shall keep, maintain and replace the pool, patio areas, water and sewage distribution systems and facilities, walkways, fixtures improvements which may be at any time situated on the Recreation Area and all appurtenances thereto and keep same in good and substantial repair and in a clean and sanitary condition, and the Association will use, keep, maintain and replace said premises and improvements thereon in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof. Expenses therefor shall be disbursed by the Association, but collection of such expenses shall be in accordance with the terms of Paragraph 5 below. The Association will protect and indemnify forever save and keep harmless Developer from and against any loss, cost, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations herein contained, or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever, or arising out of any happening or occurrence in or about or upon the said premises or upon the sidewalks, approaches, and appurtenances adjoining the same or caused by the Association, or occasioned by any person or persons occupying, holding, or claiming by, through, or under the Association.

F. In addition to the foregoing, the Association shall hire such employees and purchase such equipment and materials as may be needed to provide for management and supervision of the Recreation Area. It is, therefore, anticipated that as part of the recreation expenses, there shall be such sums to pay for such labor, equipment, materials and employees.

5. APPORTIONMENT AND COLLECTION OF RECREATION EXPENSES.

A. Apportionment.

Expenses of the Recreation Area shall be paid and apportioned in the following manner:

(1) The COUNTRY CLUB VILLAGE II OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC. shall pay a sum equal to x/y of the recreation expenses, "x" being the total number of units represented by the Association and "y" being the total number of units submitted to the condominium ownership and/or subject to this Recreational Land Use Agreement. Further, such other governing entities of unit owners of the Complex shall also be responsible for x/y of the recreation expenses, "x" again being the total number of units represented by such other governing entities and "y" being the total number of units submitted to condominium ownership and/or subject to this Recreational Land Use Agreement. Further, the owner of any building which is not a condominium shall be responsible for x/y of the recreation expenses, "x" being the total number of units within such building and "y" being the total number of units submitted to condominium ownership and/or subject to this Recreational Land Use Agreement. The denominator "y" shall never be greater than 70. Until the first to occur of the following: (i) the Developer ceases to be the legal or equitable titleholder to Future Development Lands or (ii) a seven (7) year period from the date of this Agreement has passed and Certificates of Occupancy for the buildings then contemplated to be constructed upon Future Development Lands, if any, have not been issued, the Developer shall be responsible for the remaining recreation expenses. In the event the Developer's payment obligations hereunder have been discharged by reason of the conditions herein described, then, in that event, such additional expenses shall be paid by the COUNTRY CLUB VILLAGE II of CROSS CREEK CONDOMINIUM ASSOCIATION, INC. and such other

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governing entities of unit owners of the Complex in proportion to the number of units such governing entities represent to the total 70 units.

(.2) It is the intention of the parties hereto that the COUNTRY CLUB VILLAGE I OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC. shall act as the collection agent for the expenses and the disbursements for the Recreation Area in accordance with this Agreement. It is the further intention of the parties that when a condominium is created on the Future Development Lands that by virtue of the declaration of condominium for said project having been filed among the Public Records of Lee County, Florida, then that condominium, by and through its condominium association shall pay its share of the recreation expense as set out herein, or, in the event, a building is erected and a condominium is not to be declared and submitted to condominium ownership, then the owner of such structure upon the certificate of occupancy being issued for such a building shall be responsible for the payment of its share of the recreation expense as set out herein. It shall be the obligation and responsibility of the COUNTRY CLUB VILLAGE I OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC. to administer the rules and regulations and the maintenance, repair and purchasing of materials for the Recreation Area in accordance with the provisions of Paragraph 3B of this Agreement. In the event a condominium is declared and submitted to condominium ownership upon any of the lands described in Exhibit A, then such condominium association governing the affairs of such condominium shall declare that any expenses to be paid hereunder will be deemed a common expense of the condominium attributable to that association. Such expenses shall be borne by the unit owners of the condominium as an apportionment of the monthly maintenance assessments and, accordingly, will be deemed common expenses of that condominium.

It is understood and agreed that the Complex shall not contain more than seventy (70) residential condominium units.

B. Payment and Collection by Association of Common Expenses.

Each declaration of condominium in the Complex shall provide that the "recreation expenses" are common expenses. Accordingly, the association for each such condominium shall assess and collect the recreation expenses due hereunder to the same extent as all of the common expenses of each condominium in the Complex.

In the event, for any reason, the Association, a separate and distinct condominium association, or the owner of any building constructed on the Complex shall fail to collect or pay over the recreation expense due hereunder, the Association shall have the right, but not the obligation, to collect said expenses from the separate and distinct condominium associations (and/or the respective individual unit owners who shall be jointly and severally liable for payment of said expenses), or the owner of any building constructed on the Complex in accordance with the following:

(.1) Actions at Law or Equity. The Association may file an action at law or in equity to collect the sums due hereunder from the associations and/or the unit owners or other owners or to otherwise enforce the terms and provisions hereof. In any such action the prevailing side shall be entitled to attorneys' fees and costs.

(.2) Lien. In order to secure performance of the payment of the recreational expenses the Association shall have the right to a lien upon the Complex and each unit thereof, including all appurtenances and fixtures thereto or other improvements, for the payment of all sums due hereunder, which lien shall also secure attorney's fees and costs of collection. The lien shall not be effective until the recordation of a claim or affidavit of lien executed by the Association pursuant to the

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terms hereof in the Public Records of Lee County, Florida, which describes the property against which said lien is claimed, the name of the record owner thereof, the amount and date when due. Said lien shall at all times be subordinate and inferior to the lien of any institutional mortgage filed prior to the recordation of Association's lien as provided hereunder.

In the event an institutional mortgagee obtains title to a condominium unit in the Complex as a result of the foreclosure of its mortgage, or by voluntary conveyance in lieu of said foreclosure, then such institutional mortgagee, as such acquiror of title, its successors and assigns, shall not be liable for any delinquent expenses or charges under this Recreational Land Use Agreement or pertaining to such condominium unit or chargeable to the former owner of such condominium unit which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Rather, such institutional mortgagee, as such acquiror, and its successors and assigns, shall be liable for its share of expenses attributable to any condominium unit owned by it from the date of acquiring said condominium unit.

Before the Developer conveys title to the Recreation Area as herein provided and in the event the Association does not exercise its rights above, then the Developer shall have the right and authority to institute the foregoing actions against unit owners and any condominium in the Complex or any other party in the Complex who has failed to pay the required expenses as provided under this Agreement.

6. COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.

The Association covenants and agrees that it will, at its own expense, 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 and hazard requirements, zoning requirements, setback requirements and other similar requirements designed to protect the public and which affect the Recreation Area.

7. LAWFUL USE OF PREMISES.

The Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of Lee County, Florida, the State of Florida, and the United States of America, and all public authorities with respect to the Recreation Area or use thereof and will not during such time permit the same to be used for any illegal or immoral purpose, business, or occupation.

8. SEPARATE CONDOMINIUMS OR OTHER IMPROVEMENTS.

In the event that separate and distinct condominiums or other improvements are developed on Future Development Lands the Developer covenants and agrees that it will cause the condominium association or other entity administering the operation of the separate condominium or rental or other improvements to execute and be a party to this Agreement.

9. GENERAL PROVISIONS.

A. The terms of this Agreement shall be deemed to be perpetual. The covenants and restrictions contained herein shall run with and bind all of the real property described in Exhibit A and shall inure to the benefit of the Developer, the Association and the owner of any property subject to this document and their legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date of this Agreement, after which time the restrictions and covenants contained herein shall be automatically extended for two (2) successive fifty (50) year periods unless an instrument signed by all the persons or

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entities then owning two thirds (2/3) of all the apartments and units subject hereto has been recorded agreeing to terminate said covenants and regulations.

B. The right to modify these regulations, covenants and the terms of this Recreational Land Use Agreement and any legal descriptions attached hereto and made a part hereof as exhibits is hereby reserved to the parties signatory hereto provided that any such modification shall be set forth in an instrument executed by these parties and placed among the Public Records of Lee County, Florida. This right of modification is subject to the following, namely, that such modifications shall not be inconsistent with the purposes and conditions herein set forth and shall not change the method of assessment or collection of recreational expenses in a manner that would be disproportionate to any owner of a unit. Notwithstanding the foregoing, after the conveyances of the Recreation Area and the termination of the Developer's interests therein, the Association may make such further changes, amendments, and modifications to this Recreational Land Use Agreement in the same manner as is permitted for an amendment to the Articles of Incorporation or the By-Laws of the Association as would be voted upon and determined by the entire membership of the Association for the Complex.

C. Invalidity of any one of the provisions, agreements, covenants or undertakings herein contained by judgment or order of any court shall not affect any other provision of this Recreational Land Use Agreement which shall remain in full force and effect. Notwithstanding anything to the contrary contained herein, any amendment, change or modification to the Recreational Land Use Agreement which would affect the surface water management system shall, if necessary, have the prior approval of the South Florida Water Management District.

D. Subject to any limitations contained herein, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereunder.

E. Any obligation of the Developer hereunder shall terminate upon the conveyance of the Recreation Area to the Association as provided hereunder.

IN WITNESS WHEREOF, this Recreational Land Use Agreement has been signed by the Developer and the Association this 30 day of December, 1986.

Witnesses:

Marilyn Wilson
Evergreen Lumber

U.S. HOME CORPORATION,
SOUTH FLORIDA DIVISION

BY: [Signature]

Attest: [Signature]

(SEAL)

COUNTRY CLUB VILLAGE II OF
CROSS CREEK CONDOMINIUM
ASSOCIATION, INC.
a Florida not for profit
corporation

Marilyn Wilson
Evergreen Lumber

BY: [Signature]

Attest: [Signature]

(SEAL)

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REC 1903 PG 3325

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this 30 day of December, 1986, before me personally appeared ROBERT GLEASON AND BRUCE UPTON Vice President and Secretary, respectively of U.S. Home Corporation, a Delaware corporation authorized to do business under the laws of the State of Florida, South Florida Division, to me known to be the persons described in and who executed the foregoing Recreational Land Use Agreement, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the use and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Myers in the County of Lee and State of Florida, the day and year last aforesaid.

George L. Lush
Notary Public

(SEAL)

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My Commission Expires:

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this 30 day of December, 1986, before me personally appeared ROBERT GLEASON and BRUCE UPTON, President and Secretary, respectively of COUNTRY CLUB VILLAGE II OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC., a non-profit corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Recreational Land Use Agreement, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the use and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Myers in the County of Lee and State of Florida, the day and year last aforesaid.

George L. Lush
Notary Public

(SEAL)

My Commission Expires:

**LEGAL DESCRIPTION
TRACT 10**

LEGAL DESCRIPTION OF TRACT 10

A parcel of land lying in Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South $01^{\circ}-13'-17''$ East along the East line of said Section 20 for 82.89 feet; thence South $88^{\circ}-46'-43''$ West for 1,305.99 feet to the Point of Beginning, also a point of curvature from which the radius point bears South $80^{\circ}-57'-28''$ East; thence Southerly along said curve to the left having a radius of 398.10 feet, a central angle of $06^{\circ}-14'-17''$ for an arc distance of 43.34 feet, to a point of curvature of a curve to the left having a radius of 48.00 feet, a central angle of $24^{\circ}-29'-48''$ for an arc distance of 20.52 feet; thence continue along the following course:

- (1) North $83^{\circ}-50'-15''$ West for 170.14 feet
- (2) South $00^{\circ}-00'-00''$ West for 11.06 feet
- (3) North $83^{\circ}-50'-15''$ West for 57.76 feet
- (4) South $24^{\circ}-31'-13''$ West for 456.73 feet
- (5) North $89^{\circ}-18'-13''$ West for 109.00 feet
- (6) North $19^{\circ}-45'-55''$ West for 143.82 feet
- (7) South $83^{\circ}-26'-33''$ West for 186.33 feet
- (8) North $06^{\circ}-20'-19''$ West for 72.26 feet
- (9) North $25^{\circ}-17'-00''$ East for 465.00 feet
- (10) North $85^{\circ}-30'-16''$ East for 126.00 feet
- (11) South $67^{\circ}-46'-35''$ East for 258.46 feet
- (12) South $83^{\circ}-50'-15''$ East for 252.21 feet to the Point of Beginning.

Containing 4.61 acres, more or less.

Measurements shown herein are based on the North line of Section 20 being North $86^{\circ}-54'-28''$ East.

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This is a preliminary plat and is subject to the provisions of the Florida Statutes relating to the recording of preliminary plats.

LEGAL DESCRIPTION
TRACT 10
COUNTRY CLUB VILLAGE I OF CROSS CREEK

TRACT 10
COUNTRY CLUB CONDOMINIUM I

LEGAL DESCRIPTION

A Parcel of land lying in Section 20, Township 45 South, Range 23 East, Lee County, Florida, said Parcel of land being more particularly described as follows:

Commencing at the Northwest corner of said Section 20; thence South $016-131-17^{\circ}$ East along the Easterly line of said Section 20 for a distance of 82.89 feet; thence South $880-461-43^{\circ}$ West for a distance of 1309.99 feet to a point in a curve from which the radius point bears South $500-571-28^{\circ}$ East; thence Southerly along said curve concave to the Southeast having a radius of 156.10 feet, a central angle of $060-141-17^{\circ}$ for an arc distance of 43.34 feet to an intersection with a curve from which the radius point bears South $300-391-33^{\circ}$ West; thence Northwesterly along said curve concave to the Southwest having a radius of 11.00 feet, a central angle of $240-291-49^{\circ}$ for an arc distance of 20.52 feet; thence North $830-501-15^{\circ}$ West for a distance of 170.14 feet to the Point of Beginning of the herein described parcel of land;

Thence South $000-001-00^{\circ}$ West for a distance of 11.06 feet; thence North $830-501-15^{\circ}$ West for a distance of 57.70 feet; thence South $240-311-13^{\circ}$ West for a distance of 456.79 feet; thence North $890-181-13^{\circ}$ West for a distance of 109.00 feet; thence North $190-451-55^{\circ}$ West for a distance of 102.55 feet; thence North $260-461-43^{\circ}$ East for a distance of 179.31 feet; thence North $240-311-13^{\circ}$ East for a distance of 117.46 feet; thence South $720-431-23^{\circ}$ East for a distance of 46.37 feet; thence North $240-311-13^{\circ}$ East for a distance of 102.06 feet to a Point of Curvature; thence Northeasterly, Easterly and Southeasterly along said curve concave to the South having a radius of 26.00 feet, a central angle of $860-421-12^{\circ}$ for an arc distance of 39.34 feet; thence South $680-461-35^{\circ}$ East for a distance of 32.20 feet to a Point of Curvature; thence Southerly along said curve concave to the Northeast having a radius of 334.00 feet, a central angle of $150-031-40^{\circ}$ for an arc distance of 111.44 feet; thence South $016-131-17^{\circ}$ East for a distance of 76.06 feet to the Point of Beginning, Containing 1.644 Acres, more or less.

Surveyed with and based on the North line of said Section 20 bearing North $880-461-43^{\circ}$ East.

REF 1903PG3328

OR2309 PG1088

This instrument was recorded on 11/14/12 at 1:11 PM in the Public Records of Lee County, Florida, Book 1903, Page 3328.

LEGAL DESCRIPTION TRACT 10

TRACT 10

COUNTRY CLUB CONDOMINIUM 2 LEGAL DESCRIPTION

A Parcel of land lying in Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida, said Parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 010-13'-17" East along the Easterly line of said Section 20 for a distance of 87.89 feet; thence South 880-46'-43" West for a distance of 1309.99 feet to a point in a curve from which the radius point bears South 800-57'-28" East, said point in a curve being the point of beginning of the herein described parcel of land;

Thence Southerly along said curve concave to the East having a radius of 398.10 feet, a central angle of 000-55'-53" for an arc distance of 6.47 feet to an intersection with a curve from the radius point bears North 180-56'-26" West; thence Southwesterly along said curve concave to the Northwest having a radius of 88.00 feet, a central angle of 250-06'-13" for an arc distance of 21.03 feet; thence North 830-50'-15" West for a distance of 195.22 feet to a Point of Curvature; thence Northwesterly along said curve concave to the Northwest having a radius of 286.00 feet, a central angle of 150-03'-40" for an arc distance of 75.16 feet; thence North 680-16'-35" West for a distance of 32.20 feet to a Point of Curvature; thence Northwesterly, Westerly and Southwesterly along said curve concave to the South having a radius of 54.00 feet, a central angle of 850-32'-12" for an arc distance of 81.72 feet; thence South 240-31'-13" West for a distance of 61.27 feet; thence North 720-43'-23" West for a distance of 50.20 feet; thence South 170-16'-37" West for a distance of 44.00 feet; thence North 720-43'-23" West for a distance of 49.13 feet; thence South 250-17'-00" West for a distance of 281.98 feet; thence South 210-28'-33" West for a distance of 141.99 feet; thence North 010-20'-19" West for a distance of 72.28 feet; thence North 210-17'-00" East for a distance of 404.00 feet; thence North 650-30'-16" East for a distance of 122.00 feet; thence South 650-36'-35" East for a distance of 258.46 feet; thence South 830-50'-15" East for a distance of 757.21 feet to the point of beginning of the herein described parcel of land.

Containing 7.134 Acres, more or less.

Boundaries herein are based on the North line of said Section 20 bearing North 880-51'-26" East.

OFF 1903 PG 3329

DR2309 Pg1089



GEE & JENSON

ENGINEERS · ARCHITECTS · PLANNERS, INC.
2030 W. FIRST ST., FT. MYERS, FLORIDA
(813) 337-1567

33001

OR2309 Pg1090

OFF 1903 PG 3330
REC

Commencing at the Northeast corner of said Section 20; thence South 010-13'-17" East along the Easterly line of said Section 20 for a distance of 82.89 feet; thence South 800-46'-43" West for a distance of 1309.99 feet to a point in a curve from which the radius point bears South 800-57'-28" East; thence Southerly along said curve concave to the East having a radius of 398.10 feet, a central angle of 000-55'-53" for an arc distance of 6.47 feet to the point of Beginning of the herein described parcel of land;

Thence continue Southerly along said curve concave to the East having a radius of 398.10 feet, a central angle of $050-18'-23''$ for an arc distance of 36.87 feet to an intersection with curve from which the radius point bears South $300-39'-33''$ West; thence Northwesternly along said curve concave to the Southwest having a radius of 48.00 feet, a central angle of $240-29'-49''$ for an arc distance of 20.52 feet; thence North $830-58'-15''$ West for a distance of 196.14 feet to a Point of Curvature; thence Northwesternly along said curve concave to the Northeast having a radius of 314.00 feet, a central angle of $150-03'-40''$ for an arc distance of 82.54 feet; thence North $680-46'-35''$ West for a distance of 32.20 feet to a Point of Curvature; thence Northwesternly, Westerly and Southwesterly along said curve concave to the South having a radius of 26.00 feet, a central angle of $860-42'-12''$ for an arc distance of 39.34 feet; thence South $240-31'-13''$ West for a distance of 102.06 feet; thence North $720-43'-23''$ West for a distance of 46.37 feet; thence South $240-31'-13''$ West for a distance of 117.46 feet; thence South $280-46'-43''$ West for a distance of 179.31 feet; thence North $190-44'-55''$ West for a distance of 48.47 feet; thence South $810-28'-33''$ West for a distance of 44.34 feet; thence North $250-17'-00''$ East for a distance of 281.98 feet; thence South $720-43'-23''$ East for a distance of 49.13 feet; thence North $170-16'-37''$ East for a distance of 44.00 feet; thence South $720-43'-23''$ East for a distance of 50.20 feet; thence North $240-31'-13''$ East for a distance of 61.27 feet to a Point of

PROPERTY OF THE NATIONAL ARCHIVES
COLLEGE PARK, MARYLAND 20740-6001

LEGAL DESCRIPTION
 TRACT 10
 INGRESS EASEMENT AND
 RECREATIONAL PARCEL FOR
 COUNTRY CLUB VILLAGE I OF CROSS CREEK
 PAGE 2 of 2

Curvature; thence Northeasterly, Easterly and Southeasterly along said curve concave to the South having a radius of 54.00 feet, a central angle of $86^{\circ}42'12''$ for an arc distance of 81.72 feet; thence South $68^{\circ}46'35''$ East for a distance of 32.20 feet to a Point of Curvature; thence Southeasterly along said curve concave to the Northeast having a radius of 286.00 feet, a central angle of $150^{\circ}03'40''$ for an arc distance of 75.18 feet; thence South $83^{\circ}50'15''$ East for a distance of 195.22 feet to a Point of Curvature; thence Northeasterly along said curve concave to the Northwest having a radius of 48.00 feet, a central angle of $250^{\circ}06'11''$ for an arc distance of 21.03 feet to the Point of Beginning.

Containing 0.828 Acres, more or less.

Bearings herein are based on the North line of said Section 20 bearing North $88^{\circ}54'28''$ East.

OR2309 PG1091

REF 1903 PG3331

CHARLIE GREEN/ LEE CIV FL
 92 JUN 25 PM 3:56

Approved for recording
 by the County Clerk
 of the County of
 Duval, Florida

COMULSARY RECORD YEMILU

CLERK OF COURT
 100 COUNTY FLA

2 13 3 53 PM '87

BOARD RESOLUTION

COUNTRY CLUB VILLAGE II OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC.

I, the undersigned Secretary of the Corporation named above, hereby certify that the Corporation is organized and existing under and by virtue of the laws of the state of Florida as a corporation not for profit with its principal office at:

c/o Sentry Management, Inc.
6330 Techster Boulevard, #1
Fort Myers, FL 33966

I FURTHER CERTIFY that at a duly called meeting of the Board of Directors of the Corporation held on _____, 2012 at which a quorum was present and voting, the following resolution was proposed discussed, and approved by the Board:

RESOLVED, that the following are the rules for installation of hurricane shutters:

General

Hurricane Shutters or other protective devices visible from outside a unit must be approved by the Board and in accordance with these requirements, rules and regulations.

In this Resolution the use of the reference "Association" means Country Club Village II of Cross Creek Condominium Association, Inc. The Second Amended and Restated Declaration of Condominium of Country Club Village II, a Condominium is recorded as Instrument Number _____ in the Official Records of Lee County, Florida, as subsequently amended.

Definition

"Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain, wind damage or damage from physical objects or projectiles carried by wind or storm.

Installation Request

1. Unit Owners desiring installation of Hurricane Shutters on their unit shall apply for approval to the Association.

2. The application shall be accompanied by the following items regarding the installing contractor, if there is not a valid copy of each currently on file with the Association: a copy of an Occupational License and a Certificate of Competency or Contractors License valid in this municipality, and a certified set of drawings from a licensed Florida engineer certifying that the product complies with applicable building codes.

3. Within twenty (20) days subsequent to receipt of the written request and accompanying documentation, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutters.

Technical Specification Requirements

1. The materials, equipment, installation and construction used, which is incorporated into or part of the Hurricane Shutter shall conform, in all respects to the requirements of construction established by the local government agency having jurisdiction over construction in the Condominium regarding the Hurricane Shutter wind load requirements.

2. No Hurricane Shutter shall be permitted or approved, unless it is determined that the product has been tested by a licensed Florida engineer to meet local wind load requirements of construction established by the local government agency having jurisdiction over construction.

3. No Hurricane Shutter shall be permitted or approved, unless the materials used in, incorporated into or a part of the Hurricane Shutter shall be, at a minimum, as follows:

A. Type of Shutter:

Roll Down _____ Accordion _____ Storm Panels _____ Other _____

Additional Requirements _____

B. Material:

PVC _____ Aluminum _____ Other _____

Additional Requirements _____

C. Color:

1. _____

2. If Roll Down Shutter:

Slat _____ Track _____ Hood _____

(All paint shall be factory finished.)

Additional Requirements _____

D. Installation:

1. Over windows and sliding glass doors shutters must be on the exterior of the building.

2. On porches, lanais, and balconies:

Inside of Screen _____ Exterior _____ Both _____

Additional Requirements _____

E. Fastener/Attachment/Specifications:

Additional Requirements _____

_____F. Other Specifications/Comments: _____

_____Installation Request

1. Unit Owners desiring installation of Hurricane Shutters on their unit shall apply for approval to the Association.

2. The application shall be accompanied by the following items regarding the installing contractor, if there is not a valid copy of each currently on file with the Association: a copy of an Occupational License and a Certificate of Competency or Contractors License valid in this

municipality, and a certified set of drawings from a licensed Florida engineer certifying that the product complies with applicable building codes.

3. Within twenty (20) days subsequent to receipt of the written request and accompanying documentation, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutters.

Insurance Requirements

1. No contractor shall begin work or install material unless contractor has obtained Public Liability Insurance, including completed operations, in an amount not less than \$1,000,000.00, Workers' Compensation Insurance in an amount not less than \$500,000.00, and Automobile Liability Insurance, including non-owned automobiles, in an amount not less than \$500,000.00. Notwithstanding any minimum amount required herein, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association as an additional insured.

2. All insurance policies shall contain a clause requiring a minimum of ten (10) days prior notification to the Association in the event such policy is to be canceled, terminated or modified in any manner. No Contractor or proposed Hurricane Shutter installation shall be approved unless and until appropriate certificates of insurance are received by the Association from the Insurance Agent of the Installing Contractor naming the Association on the certificate.

Unit Owner Responsibilities

1. Unit Owner agrees to be responsible for all costs and expenses in the installation, maintenance and continued first class upkeep of the hurricane shutters, and for all insurance with respect to any casualty in connection with the Hurricane Shutters. Unit Owner shall permit Association to inspect the shutters, as necessary, to ensure compliance with the Association's Rules.

2. Unit Owner assumes all responsibility for obtaining all necessary Building Permits. Unit Owner is also responsible for adherence and compliance to applicable building codes.

3. Unit Owner agrees to construct and maintain the Hurricane Shutter referred to herein in a first-class manner. If Unit Owner fails to maintain the Hurricane Shutters as required herein, after fifteen (15) days written notice from the Association to the Unit Owner, Association shall have the right to perform, or have performed any required maintenance or repair work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Unit Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the condominium unit referred to herein in order to secure payment of any such sums. Said lien shall be forecloseable in the same fashion as liens granted to the Association under the Declaration of Condominium for non-payment of condominium assessments.

4. Unit Owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of, or because of, the construction and maintenance of the Hurricane Shutters.

5. Unit Owner agrees to be responsible for any damage to the Common Elements or other units within the Condominium which is caused as a result of the construction, installation or maintenance of the Hurricane Shutters described herein.

6. It is expressly understood and agreed by the Unit Owner that all the above responsibilities shall be binding upon Unit Owner and his heirs, successors in interest, and assigns, and shall be a condition implied in any conveyance or any instrument affecting title of the aforesaid condominium unit and that this instrument shall be recorded in the Public Records of Lee County.

Adopted by the Board of Directors of Country Club Village II of Cross Creek Condominium Association, Inc., Lee County, Florida, this _____ day of _____, 2012.

Corporate Seal:

COUNTRY CLUB VILLAGE II
OF CROSS CREEK CONDOMINIUM
ASSOCIATION, INC.

Date: 4/4/12

By: Charles P. Thomas
President

Date: 4/4/12

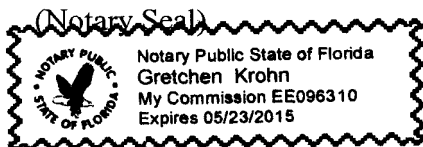
By: Terrence J. O'Brien
Secretary

STATE OF FLORIDA)

)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 4th day of April, 2012, by Charles P. Thomas, President, and Terrence J. O'Brien, Secretary, of Country Club Village II of Cross Creek Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did not take an oath.



[Signature]
Signature of Notary Public

(Print, type or stamp commissioned name of Notary Public)

Commission No.: _____