

REC

DECLARATION OF CONDOMINIUM

OF

TURTLE COVE RV CONDOMINIUM

85 AUG -8 P2

GLADES COUNTY, FL.

AXIS GENERAL CONTRACTORS, INC., herein called "Developer" on behalf of itself, its successors, grantees and assigns, hereby makes this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The fee simple title to the lands located in Glades County, Florida, owned by Developer and shown in attached Exhibit "B" as Phase One are by this Declaration submitted to the condominium form of ownership.

2. NAME - PLAN OF DEVELOPMENT - Developer proposes to construct 70 single family residential units and associated improvements designated Turtle Cove RV Condominium. This is to be a two phase condominium per F.S. 718.403, and the land described in Exhibit "B" as being Phase Two will or may be submitted by amendment to this Declaration and become a part of this Condominium.

3. NAME - ASSOCIATION - The name of the Condominium Association is Turtle Cove (Glades) Condominium Association, Inc. This Association is incorporated as a nonprofit Florida corporation.

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows, unless the context otherwise requires:

4.1. UNIT - A part of the condominium property which is subject to exclusive ownership.

4.2. UNIT OWNER - The owner of a condominium parcel.

4.3. UNIT NUMBER - The letter, number or combination thereof which is designated upon the surveyor plans (Exhibit B) and which is used as the identification of a unit.

4.4. ASSESSMENT - The share of the funds required for the payment of common expenses which from time to time is assessed against a unit owner.

4.5. ASSOCIATION - The Corporation responsible for the operation of the Condominium.

4.6. BOARD OF ADMINISTRATION - The Board of Directors responsible for administration of the Association.

4.7. COMMON ELEMENTS - The portions of the condominium property not included in the units as defined in Florida Statute 718.108, including:

THIS INSTRUMENT PREPARED BY:
RICHARD D. DEBOEST
ATTORNEY AT LAW
P. O. BOX 1480
FORT MYERS, FLORIDA 33902

STATE OF FLORIDA
COUNTY OF GLADES
This Instrument filed and Recorded this 8th
day of August 1985 at 2:29 PM in
O.R. Bk. No. 100 Page No. 259-301
JERRY L. BECK, Clerk Circuit Court

ALLEN, KNUDSEN,
SWARTZ,
DEBOEST, RHOADS
& EDWARDS, P.A.
ATTORNEYS AT LAW
2118 FIRST STREET
P. O. BOX 1480
FORT MYERS, FLORIDA

4.8. Land.

4.9. All parts of the improvements which are not included within the units.

4.10. Easements.

4.11. Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, water and sewer.

4.12. LIMITED COMMON ELEMENTS - Those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.13. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the Condominium.

4.14. COMMON SURPLUS - The excess of all receipts of the Association over the common expenses.

4.15. PERSON - An individual, corporation, trustee or other legal entity capable of holding title to real property.

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

4.17. CONDOMINIUM DOCUMENTS - The Declaration and its attached exhibits, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the Declaration.

4.18. CONDOMINIUM PARCEL - A unit together with the undivided share in the common elements which is appurtenant to the unit.

4.19. CONDOMINIUM PROPERTY - The lands and personal property subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.20. OPERATION - The administration and management of the condominium property.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1. CONVEYANCE - Each unit, and all appurtenances thereto, for all purposes, constitute a separate parcel, which may be owned in fee simple and which may be conveyed, transferred and encumbered independently of all other parts of the condominium property, subject only to the provisions of the condominium documents and applicable laws.

5.2. BOUNDARIES - Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement or permissible repairs, reconstruction or alterations. The boundaries are intended to be as follows and shall be determined in the following manner.

5.3. HORIZONTAL BOUNDARIES - The upper and lower boundaries of the units shall be:

5.4 LOWER BOUNDARY - A plane or planes which are in all respects coincident with but which exclude the finished but unimproved surface of the ground immediately below the unit extended to meet the parimetrical boundaries.

5.5. UPPER BOUNDARY - A plane or planes parallel to and twelve feet above the lower boundary extended to meet the parimetrical boundaries.

5.6. PARIMETRICAL BOUNDARIES - The vertical planes formed by an upward projection of the closed line surrounding the unit shown upon the surveyor plans (Exhibit "B") from the lower boundary to the upper boundary.

5.7. EXCLUSIVE USE - Each unit owner shall have the exclusive use of his unit and dock.

5.8. APPURTENANCES - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include, but not be limited to:

5.9. COMMON ELEMENTS - An undivided share of the common elements.

5.10. ASSOCIATION MEMBERSHIP and an undivided share in the common surplus and property, real and personal, held by the Association.

5.11. EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered from time to time.

5.12. EASEMENT FOR ENCROACHMENT - An easement in favor of the unit owners for the use of and encroachment into the ground beneath the unit for support, foundations, utilities, gardening and beautification and other reasonable purposes.

5.13. EASEMENTS - The following non-exclusive easements from the Developer to (as applicable) each unit owner, to the Association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services (but not to the general public), are hereby granted and created:

GLADES
COUNTY
THANK YOU
101 DEPT
5.00 CLK
5.00 TOTL
5.00 CHEK

OR BOOK 107 PAGE 0330

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

TURTLE COVE RV CONDOMINIUM

Pursuant to the authority reserved by the Developer contained in Paragraph 22, the Declaration of Condominium of TURTLE COVE RV CONDOMINIUM, pursuant to Declaration thereof recorded in O. R. Book 100, Page 259, Public Records of Glades County, Florida, is amended as follows:

NOTE: Words underlined are additions; words in ~~struck~~ through type are deletions.

1. SUBMISSION TO CONDOMINIUM - The fee simple title to the lands located in Glades County, Florida owned by Developer VERNON W. VETOVITZ, JANICE VETOVITZ, GERARD MOLLOY and NORMA MOLLOY who join in and consent and shown in attached Exhibit "B" as Phase One are by this Declaration submitted to the condominium form of ownership. The Developer is AXIS GENERAL CONTRACTORS, INC. NC.

END OF AMENDMENT.

THIS AMENDMENT made this 27 day of October, 1986.

WITNESSES:

AXIS GENERAL CONTRACTORS, INC.
Florida corporation

Pattie L. Luning

President

STATE OF FLORIDA

COUNTY OF Glades

The foregoing instrument was acknowledged before me this 27th day of October, 1986, by GERARD MOLLOY, President of Axis General Contractors, Inc., a Florida corporation, on behalf of the corporation.

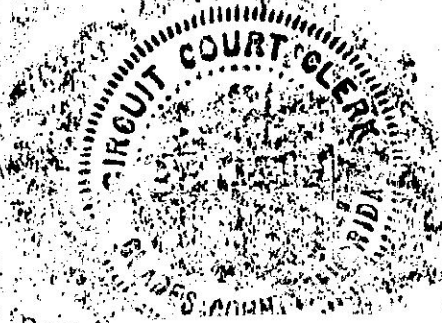
MY COMMISSION EXPIRES:

Notary Public, State of Florida at Large
My Commission Expires Jan. 4, 1988

NOV 25 PM 4 40

FILED FOR RECORD

ALLEN, KNUDSEN,
SWARTZ,
DEBOEST, RHODS
& EDWARDS, P.A.
ATTORNEYS AT LAW
2119 FIRST STREET
P. O. BOX 1480
FORT MYERS, FLORIDA
33901



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5.14. INGRESS AND EGRESS - Easements over the common areas for ingress and egress to units and public ways.

5.15. MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for operation, maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

5.16. UTILITIES - Easements through the common elements, limited common elements, common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

5.17. PUBLIC SERVICES - Access to the property and to the units for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties.

5.18. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

5.19. BY THE ASSOCIATION - The Association shall maintain, repair and replace at the Association's expense:

5.20. Wiring, piping and other mechanical or electrical or other installations or equipment serving the common elements or more than one unit.

5.21. Provided that if the maintenance and repair and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, in that event the work shall be done by the Association at the expense of the unit owner, and the cost shall be secured as an assessment.

5.22. All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

5.23. BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

5.24. To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. The unit owner's responsibility specifically includes wiring, piping, ramp and patio.

5.25. ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by

the Association or remove any portion thereof or make any additions thereto or impair any easements.

5.26. COMMON ELEMENTS - The common elements shall be owned by the unit owners in such undivided shares as are set forth in Exhibit "D".

5.27. No action for partition of the common elements shall lie.

5.28. The maintenance and operation of the common elements shall be the responsibility of the Association which shall not, however, prohibit management contracts.

5.29. Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

5.30. Material alteration of or substantial additions to the common elements may be effectuated by the Developer or by a plurality of the voting interests at a meeting of owners at which a quorum is present. Provided, however, that the Association is authorized to enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other facilities whether or not contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners.

6. FISCAL MANAGEMENT - The fiscal management of the Condominium including budget, fiscal year, assessments, lien for and collection of assessments and accounts shall be as set forth in the By-Laws.

7. ASSOCIATION - The administration of the Condominium by the Board of Directors and its powers and duties shall be as set forth in the By-Laws.

8. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions.

8.1. ASSOCIATION TO PURCHASE - All insurance policies except those insuring an individual unit owner separately (see 8.2.) shall be purchased by the Association.

8.2. UNIT OWNERS - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance and as the owner may desire.

8.3. COVERAGE - CASUALTY - The common buildings and all other insurable improvements upon the land and all personal property owned by the Association shall be insured in an amount equal to the current insurable

replacement value thereof (exclusive of excavation and foundations) as determined from time to time to account for inflation. Such coverage shall afford protection against:

8.4. LOSS OR DAMAGE BY FIRE, WINDSTORM and other hazards covered by the standard extended coverage endorsement.

8.5. SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not limited to, flood insurance, vandalism and malicious mischief, if available.

8.6. PUBLIC LIABILITY AND PROPERTY DAMAGE in such amounts and in such forms necessary to adequately protect the Association.

8.7. WORKERS COMPENSATION AND UNEMPLOYMENT COMPENSATION to meet the requirement of law.

8.8. PREMIUMS - Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

8.9. ALL INSURANCE POLICIES PURCHASED by the Association shall be for the benefit of the Association, and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses in excess of \$10,000.00 shall be paid to any bank in Florida as may be approved by the Association. Such bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold and disburse them as provided in Paragraph 9, next following.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE - If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless 75% of the owners in the Condominium vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear, and the Condominium shall be terminated as provided in Paragraph 14 following.

9.1. ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the as-built plans and specifications.

9.2. CERTIFICATE - The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver this certificate as soon as practical.

9.3. ESTIMATE OF COSTS - Immediately after a casualty causing damage to property which the Association under Paragraph 8 has the responsibility to insure, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property insofar as reasonably possible in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

9.4. ASSESSMENTS - If the proceeds of insurance will not be sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premium, if any) assessment shall be made against the unit owners in the Condominium who own the affected property (or all members of the Association in the case of Association owned property) in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against such unit owners in sufficient amounts to provide funds for the payment of such costs.

9.5. CONSTRUCTION FUNDS - The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs by the Insurance Trustee and the Association, upon the written request of the Association, signed by an Officer of the Association and by the Architect or Contractor in charge of the work who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and the amounts so paid or now due.

9.6. SURPLUS - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be repaid to the owners who contributed to the fund in the same

proportion as their contributions were made. If insurance proceeds constituted the entire fund, any excess shall become part of the common surplus.

9.7. INSURANCE ADJUSTMENTS - The Board of Directors has the exclusive right to adjust with insurance companies all losses under policies purchased by the Association.

10. USE RESTRICTIONS - The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached as Exhibit "C" and the following provisions:

10.1. LAWFUL USE - All applicable valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

10.2. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Developer or by a plurality vote of the voting interests at a meeting at which a quorum is present. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended regulation may be enforced prior to approval by the voting interests. Changes in Exhibit "C" (Regulations) shall not be construed as amendments to this Declaration and need not be recorded in the Public Records.

10.3. USE OF THE UNITS is restricted to residential and recreational purposes only.

11. CONVEYANCE, DISPOSITION - In order to assure a community of congenial residents and protect the value of the units, the conveyance and disposal of the units by any owner other than the Developer shall be subject to the following provisions:

11.1. NO OWNER, other than the Developer, may sell, give or dispose of a unit in any manner without the written approval of the Association except to another unit owner.

11.2. ALL LEASES must expressly state that the lessee will abide by all of the condominium documents and that failure to do so is a material breach of the lease which will be a cause for forfeiture of the lease.

The owner of each unit, by this Declaration, grants to the Condominium Association the authority as agent to act and to bring proceedings against lessees or tenants in the owner's name for violations of the documents, including eviction and termination.

11.3. THE APPROVAL OF THE ASSOCIATION SHALL be obtained as follows:

11.4. WRITTEN NOTICE SHALL BE GIVEN the Association by the owner of his intention to sell, or transfer in any fashion. The notice shall include the name and address of the proposed acquirer or lender and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary but may impose no charge in excess of \$50.00.

11.5. IF A SALE, the Association must, within 15 days after receipt of the information required above, either approve the transaction, disapprove for cause, or upon the written demand of the owner, furnish an alternate purchaser it approves or itself elect to purchase, and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association or the owner may withdraw his proposed sale. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a certificate of approval.

11.6. AT THE OPTION OF THE OWNER OR THE ASSOCIATION, if a dispute as to price arises, it shall be submitted prior to any litigation to arbitration by two qualified real estate appraisers practicing in the area in which the Condominium is located. One shall be selected by each party, and the average of their appraisals shall be the agreed price; and a judgment of specific performance upon the arbitrators' average price may be entered in any court of jurisdiction. The arbitration expense shall be shared equally by the owner and the Association.

11.7. THE SALE SHALL BE CLOSED WITHIN 60 DAYS after an alternate purchaser has been furnished or the Association has elected to purchase or within 30 days of the arbitration award, whichever is later.

11.8. IF THE PROPOSED TRANSACTION IS A GIFT OR DEVISE, assignment of interest or other disposition than a sale, notice of disapproval of the

Association shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made.

11.9. NOTICE OF SUIT - An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given immediately after the owner receives knowledge thereof.

11.10. FAILURE TO COMPLY - With this section concerning proceedings will not affect the validity of any judicial sale.

11.11. JUDICIAL SALES - No judicial sale of a unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.

11.12. UNAPPROVED TRANSACTIONS - Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. COMPLIANCE AND DEFAULT - Each owner and the Association shall be governed by and shall comply with the terms of the condominium documents as they may be amended from time to time.

12.1. Failure to comply shall be grounds for relief, which relief may include but shall not be limited to an action to recover damages or injunctive relief or both. Actions may be maintained by the Association or by any unit owner.

12.2. In any such proceeding, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

12.3. In the event of a grievance of an owner against the Association, the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors, and they shall be allowed a period of 20 days in which to try to resolve the grievance.

12.4. NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other infractions.

13. AMENDMENTS - Amendments to this Declaration shall be made as follows:

13.1. An Amendment may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage

shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present), and the separate written joinder of mortgagees where required shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records.

13.2. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the condominium documents, a plurality of the voting interests in the Condominium at a meeting at which there is a quorum shall be the required percentage, or the procedure set forth in The Condominium Act may be used.

13.3. REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to a unit, change the percentages of ownership of the common elements, sharing of common expenses or materially adversely affects the property rights of unit owners may be enacted by a 51% vote, of the voting interests in the Association.

13.4. EXTRAORDINARY AMENDMENTS - An amendment which will have the effect of doing any of the things mentioned in 13.3. above shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon, but only if same will have a material adverse effect on the owners' property rights.

13.5. No amendment shall change the rights and privileges of the Developer without the Developer's written approval so long as the Developer holds any units for sale in the ordinary course of business or has the right to offer additional units for sale in the future.

14. TERMINATION - The Condominium shall be terminated in the following manner:

14.1. By the agreement of 80% of the owners, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded in the public records.

14.2. SHARES OF UNIT OWNERS AFTER TERMINATION - After termination of the Condominium, the owners shall own the property as tenants in common in undivided shares, and the holders of mortgages and liens against the unit or

units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be as set forth in Exhibit "D". All funds of the Condominium held by the Association except for the reasonably necessary expenses of winding up shall be disbursed to the unit owners and mortgagees as their interests may appear in the shares set forth in Exhibit "D". The costs incurred by the Association in connection with a termination shall be a common expense.

14.3. FOLLOWING TERMINATION - The property may be partitioned and sold upon the application of any owner. Provided, however, that if the Board of Directors following a termination determines to accept an offer for the sale of the condominium property, each owner shall by his acceptance of a deed to his unit, be deemed to have granted power of attorney to the Board of Directors to execute such deeds and other documents required to effect sale. In such event, any action for partition shall be held in abeyance pending sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

15. PROVISIONS PERTAINING TO THE DEVELOPER - So long as the Developer holds any unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

15.1. Assessment of the Developer as a unit owner for capital improvements.

15.2. Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer including such use of unsold units and common areas as may facilitate completion, sale, maintenance of a sales office, showing the property and display of signs.

16. RIGHTS OF MORTGAGEES - Where an institutional mortgagee of a first mortgage of record obtains title to a unit by foreclosure or by deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which became due prior to acquisition of title unless it is secured by a claim of lien for assessments recorded prior to the recordation of the mortgage.

Also, such mortgagee may obtain title, own, occupy, lease, sell or otherwise dispose of such unit without the approval of the Association.

17. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of mortgage on real property. During his occupancy, the foreclosed owner shall be required to pay a reasonable rental, and the Association shall

be entitled to the appointment of a receiver to collect it, and the Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at 18% per annum on unpaid assessments and reasonable attorneys' fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

18. MEMBERS - The qualification of members, the manner of their admission shall be as follows:

18.1. ALL OWNERS OF UNITS in the Condominium shall be members of the Association, and no other persons or entities other than Directors selected by the Developer shall be entitled to membership.

18.2. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Glades County, Florida, a deed or other instrument establishing a change of record title to a unit in the Condominium; the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration, and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

19. COMMON EXPENSES AND COMMON SURPLUS - The percentage of sharing common expenses and the percentage of ownership of common surplus are shown on Exhibit "D" to this Declaration.

20. SEVERABILITY - If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

21. VOTING - Each unit shall have one full indivisible vote in all matters.

22. UNTIL THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS to the condominium property and closing of all unit sales, the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits or to the plan of development permitted by law as may be required by any lender, governmental authority or as may be, in its judgment, necessary or desirable, except that the Developer may not, by the use of this reserved authority, change the plan of phasing. This paragraph

shall take precedence over any other provision of the Declaration or its Exhibits.

23. PHASING - The Condominium will be developed in two phases. Phase One will be composed of 37 units with an approximate size of 1,928 square feet. Phase Two will be composed of 33 units of the same size for a total of 70 units.

23.1. The descriptions of the land which will comprise Phases One and Two are to be found in Exhibit "B" to this Declaration.

23.2. The percentage of ownership for each unit as each phase is added is:

Phase One alone: 1/37th, or if Phase Two is not added.

Phases One and Two together: 1/70th.

23.3. A description of the recreational and other commonly used facilities all of which will be complete by February 1, 1985, and which will be used by the unit owners of this Condominium are as follows: All of the described facilities are located in Phase One.

23.4. Located at the west side of the property will be a one story CBS multi-purpose building with a size of approximately 30 feet by 40 feet, containing a kitchen, an office, mens' and womens' showers and coin operated washers and dryers. The approximate capacity of this building in terms of the number of persons who could use it at a given time is 15 people.

23.5. Fronting on State Road 78-B with an approximate depth of sixty feet will be located the sewage treatment plant and drainfield. The use of this facility is limited to employees only, except for the boat storage area which will have a capacity for at least two dozen boats and trailers.

23.6. Running lengthwise through the Northerly portion of Phase One is a 75 foot wide canal approximately 1,100 feet long. It will be used for boating and fishing.

23.7. Each unit will have one full vote. There will be 37 votes in Phase One and 33 votes in Phase Two. If Phase Two is not committed, the 33 votes in Phase Two will not exist.

23.8. The Developer does not commit to the construction of Phase Two.

23.9. Pursuant to F.S. 718.403(1), amendments adding phases do not require the consent of unit owners other than the Developer nor of any other person.

23.10. The Developer states that Phase One will be completed by March 1, 1985 and that Phase Two, if committed, must be completed by March 1, 1986.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 7 day of Aug, 1985.

WITNESSES:

[Signature]
[Signature]

AXIS GENERAL CONTRACTORS, INC., a
Florida Corporation

BY: Gerard J. Molloy (SEAL)
President

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 7 day of Aug, 1985, by GERARD MOLLOY, President of Axis General Contractors, Inc.

[Signature]
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida at Large (SEAL)
My Commission Expires Jan. 4, 1988

The undersigned owners hereby join in and consent to the submission of the land to the condominium form of ownership.

[Signature]
VERNON W. VETOVITZ

[Signature]
JANICE VETOVITZ

[Signature]
GERARD MOLLOY

[Signature]
NORMA MOLLOY

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing was acknowledged before me this 5 day of August, 1985, by VERNON W. VETOVITZ, JANICE VETOVITZ, GERARD MOLLOY and NORMA MOLLOY.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 23, 1987

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