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CONDOMINIUM DECLARATION  
OF  
SANTA MARIA II, A Condominium  
Lee County, Florida

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THIS CONDOMINIUM DECLARATION, made and executed this day of  
NOVEMBER, 19 91, by DIAMONDHEAD PROPERTY DEVELOPMENT, INC.,  
A Florida Corporation, hereinafter called the Developer for itself,  
its, successors, grantees and assigns, and the said Developer does  
submit the condominium property as hereinafter defined and  
described to condominium ownership upon the terms and conditions  
hereinafter set forth.

DEFINITIONS

DEFINITION OF TERMS USED IN CONDOMINIUM DECLARATION. As used  
herein or elsewhere in the condominium documents, unless otherwise  
provided, the terms used shall be defined as herein provided:

1. Declaration or Declaration of Condominium means this instrument as it may from time to time be amended.
2. Assessment. Assessment means a share of the fund required for the payment of common expenses which from time to time are assessed against the unit owner.
3. Association. Association shall mean SANTA MARIA II CONDOMINIUM ASSOCIATION, INC., which shall be responsible for the operation of the condominium as may be otherwise herein provided.
4. Master Association. Master Association shall mean SANTA MARIA MASTER ASSOCIATION, INC., A Florida Non-Profit Corporation, which owns lands on which certain recreational facilities are located which are used in common by the unit owners of this condominium created by this Declaration and with the unit owners of a twenty-four unit condominium known as Santa Maria Resort Condominium. The Master Association shall be responsible for the maintenance and upkeep of the recreational facilities, and the common elements of this Condominium and Santa Maria Resort Condominium except for the buildings and the land beneath the buildings of the condominiums.
5. Common Element. Common element shall mean the portion of the condominium property not included in the unit and shall include the tangible or intangible personal property required for the maintenance and operation of the condominium together with all other elements necessary for the common maintenance, safety and welfare of the condominium owners.
6. Master Association Common Expenses. Master Association Common Expenses means those expenses for which unit owners of this Condominium and unit owners of Santa Maria Resort Condominium are liable to the Master Association, including but not limited to expenses of administration, maintenance, operation and repair and replacement of the recreational facilities and the grounds of this Condominium and Santa Maria Resort Condominium and such other expenses as may be declared expenses by the Master Association Covenants or by the Master Association.
7. Master Association Covenants. Master Association Covenants shall mean the Declaration of Covenants, Restrictions and Easements recorded in O.R. Book 2090, Page 1232, Public Records of Lee County, Florida, which among other things provides for the maintenance of the grounds of the Condominium, the grounds of Santa Maria Resort Condominium and the recreational facilities.
8. Santa Maria Resort Condominium. Santa Maria Resort Condominium means that certain twenty-four (24) unit residential condominiums per the Declaration of Condominium filed and recorded in O.R. Book 1739, Page 295, Public Records of Lee County, Florida.

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9. Estero Bay Improvement Association, Inc. Estero Bay Development Corporation means that certain Corporation that is established as the Association for maintenance of roads, utilities, amenities serving residential developments in an area on the south end of Estero Island commonly known as Bay Beach.

10. Estero Bay Covenants. Estero Bay Covenants means the Declaration of Estero Bay Development Corporation, Improvements, Restrictions, Conditions and Covenants recorded in O.R. Book 1134, Page 1445, Public Records of Lee County, Florida and subsequent amendments.

11. Estero Bay Common Expenses. Estero Bay Common Expenses means those expenses for which unit owners and others are liable to Estero Bay Development Corporation that are assessed pursuant to the Estero Bay Covenants.

12. Limited Common Elements. Limited common elements means and includes those portions of the common elements that are reserved for the use of a particular unit or units to the exclusion of other units, and shall specifically include the air conditioning unit serving a unit.

13. Common Expense. 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, Master Association Common Expenses, Estero Bay Common Expenses and such other expenses as may be declared expenses either by this declaration or by the Association.

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

15. Condominium Property. Condominium property means and includes the land of the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

16. Unit Owner. Unit owner or owner of the unit means an owner of a condominium parcel or unit in fee simple or any other interest in real property recognized by law.

17. Condominium Documents. Condominium documents shall include this declaration together with By-Laws attached hereto as Exhibit "A", plot plan which is attached hereto as Exhibit "B" and herein referred to as Plot Plan, Rules and Regulations for SANTA MARIA II, a Condominium, which are attached hereto as Exhibit "C" and Articles of Incorporation of SANTA MARIA II CONDOMINIUM ASSOCIATION, INC., are hereto attached as Exhibit "E". A copy of the Master Association Covenants are recorded in OR Book 2090, page 1232, and a copy of the Estero Bay Covenants are recorded in OR Book 1134, page 1445, Lee County Public Records, Lee County, Florida.

18. The Act. The Act shall mean Chapter 718 of the Florida Statutes.

19. STATEMENT OF CONDOMINIUM SUBMISSION. Fee simple title is vested in DIAMONDHEAD PROPERTY DEVELOPMENT, INC., A Florida Corporation, and DIAMONDHEAD PROPERTY DEVELOPMENT, INC., herewith submits the following described property to condominium ownership in accordance with Florida Statutes, chapter 718. This property is located in Lee County, Florida, more particularly described as follows:

See Exhibit "H" attached hereto.

20. SANTA MARIA II - PLAN OF DEVELOPMENT. Developer proposes to construct a maximum of sixty (60) single-family residential units and two (2) commercial units and associated improvements designated SANTA MARIA II, a Condominium. This will be a two phase condominium per F.S. 718.403 and the parcels of land described in Exhibit "I" will (or may) be submitted by Amendments to this Declaration to the Condominium Form of Ownership and will thereby become a part of this Condominium. The Developer reserves the right to make nonmaterial changes in the legal description of a phase.

21. CONDOMINIUM NAME. The name by which this condominium is to be identified shall be SANTA MARIA, II, a Condominium.

22. UNIT IDENTIFICATION. The identification of each of the units shall be by number, and the same shall be as indicated on the plot plan which is attached hereto as Exhibit "B" and a part of this Condominium Declaration by reference and hereinafter called the Plot plan.

23. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land submitted herewith to condominium ownership and a plot Plan describing each of the units, the common elements, the limited common elements, and their relative location and their approximate dimensions is attached hereto as Exhibit "B".

24. PHASING. The condominium will be developed in two (2) phases. The legal description of these parcels are contained in Exhibits "H" and "I" to this Declaration.

A. The number and general size of the units to be included in each phase are as follows:

Phase 1 One building containing twenty-four (24) residential units with six (6) one (1) bedroom, one and one-half (1 1/2) bath units containing approximately 784 square feet each; six (6) two bedroom, two bath units containing approximately 1,149 square feet each; two (2) two bedroom, two bath townhouse units containing approximately 1,348 square feet each; six (6) two bedroom, one den, two bath units containing approximately 1,149 square feet each; and four (4) three bedroom, one den, three bath townhouse units containing approximately 2,155 square feet each. Square footages do not include balconies.

Commercial Units Two commercial units of approximately 1,110 and 1,420 square feet located between the two buildings.

Phase 2 One building containing thirty-six (36) units with twelve (12) two bedroom, two bath townhouse units containing approximately 1,343 square feet each, twelve (12) two bedroom, two bath units containing approximately 1,158 square feet each, and twelve (12) two bedroom, one den, two bath units containing approximately 1,147 square feet each. Square footages do not include balconies.

B. The percentage of ownership of each unit in the common elements of the condominium as each phase is added, shall be as follows:

See Exhibit "J" attached hereto.

C. The estimated latest date of completion of construction of finishing and equipping Phase 1 is December 1, 1991 and the estimated latest date of construction, finishing and equipping phase 2 is seven (7) years from the date of recording of this Declaration submitting phase 1 to the condominium form of ownership. The Developer has every expectation that the Phases will be completed much sooner than indicated, but since an estimated date is required by the Condominium Act, ample time is being allowed to cover any eventuality.

D. Recreational Facilities. There are no recreation areas or facilities to be owned as common areas by the Association. However, the unit owners have the use of the following recreational areas and facilities:

1. Master Association Recreational Facilities. The Master Association is the owner in fee simple of the real property described in Exhibit "K". The recreational facilities located on the Exhibit "K" property are as follows:

- a. One heated swimming pool approximately 30 by 60 feet. The pool has a maximum depth of approximately 8 1/2 feet at the deep end and a minimum depth of approximately 3 feet at the shallow end. The capacity of the pool is 36 persons.
- b. The pool is surrounded by a pool deck/patio of approximately 4,000 square feet. Its approximate capacity is 150 people at any one time.
- c. A pool building, approximately 24 x 32 feet, containing the following facilities; a men's and woman's restroom and sauna. The sauna will accommodate 6 people at any one time.
- d. The Master Association owns the following furniture to be used with the recreational facilities, to wit:
  - Approximately 16 chairs.
  - Approximately 22 chaise lounges.
  - Approximately 5 tables.
  - Approximately 2 umbrella tables.

The initial members of the Master Association are each of the twenty-four unit owners of Santa Maria Resort Condominium and the Developer. Each of the unit owners of Santa Maria II, Phase 1 and Santa Maria II, Phase 2, will become members of Master Association upon recording of the Declaration for Phase 1 and Phase 2 respectively. Upon recording of the Declaration for Phase 2, the Developer shall cease to be a member of the Master Association except as a unit owner. Each member of the Master Association and the member's guests have use rights of the Recreation Area and Recreational Facilities owned by the Master Association. If only Phase 1 of Santa Maria II is completed then the Master Association Recreational Facilities will be used in common by forty-eight (48) unit owners and their guests and the cost of maintenance of such recreational facilities shall upon recording of the Declaration for Phase 1 of Santa Maria II shall be born as follows:

1. Each unit owner in Santa Maria Resort Condominium shall pay 1/84th of such cost.
2. Each unit owner in Santa Maria, Phase 1 shall pay 1/84th of such cost.
3. The Developer shall pay 36/84th of such cost.

Upon completion of Phase 2 of Santa Maria II, the Master Association Recreational Facilities shall be used in common by eighty-four (84) unit owners and their guests and upon recording of the Declaration for phase 2 of Santa Maria II, the cost of maintenance of the Master Association Recreation Facilities shall be shared equally by the twenty-four (24) unit owners of Santa Maria Resort Condominium, the twenty-four (24) unit owners of Santa Maria, Phase 1, and the thirty-six (36) unit owners of Santa Maria Phase 2, with each unit owner paying 1/84th of such cost. IMPORTANT. The Developer may elect not to develop Santa Maria II, Phase 2 and if such an election is made, then each of the Santa Maria Resort Unit Owners and each of the Santa Maria II, Phase I unit owners shall be responsible for paying 1/48th of the total cost of maintaining the Master Association Recreational Facilities. Use of the Master Association Recreational Facilities shall be subject to Rules and Regulations adopted from time to time by the Master Association. A copy of the initial Rules and Regulations of the Master Association Recreational Facilities is attached hereto as Exhibit "L".

IMPORTANT. One-half of the Board of Directors of the Master Association shall be elected from persons nominated by the Board of Directors the Association and one-half shall be elected from persons nominated by the Association for Santa Maria Resort Condominium.

IMPORTANT. MEMBERSHIP IN THE MASTER ASSOCIATION IS MANDATORY. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COST AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT AND FEES PURSUANT TO THE MASTER ASSOCIATION COVENANTS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "F". THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE MASTER ASSOCIATION RECREATIONAL FACILITIES. THE UNIT OWNERS FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

2. Estero Bay Improvement Association, Inc. Estero Bay Improvement Association, Inc., was formed as an. Association to maintain commonly used roadways, utilities, easements, drainage and recreation facilities for a planned residential community known as "Bay Beach" as more particularly described in the Estero Bay Covenants, a copy of which is attached hereto as Exhibit "G". The Developer may at its sole discretion, subject to approval as required by the Estero Bay Covenants, cause Santa Maria II to become part of Estero Bay Improvement Association, Inc. If Santa Maria II becomes a part of Estero Bay Improvement Association, then each unit owner in Santa Maria II will be a Member of Estero Bay Improvement Association and as such will have the use of recreational facilities as may be erected, constructed or maintained from time to time by Estero Bay Improvement Association, Inc. The Estero Bay amenities currently consist of the following and THERE CAN BE NO GUARANTEE OR REPRESENTATION THAT THE BAY BEACH DEVELOPMENT AREA WILL BE FINALLY COMPLETED OR THAT ANY ADDITIONAL SPECIFIC AMENITIES OR FACILITIES WILL BE PROVIDED, EXCEPT FOR THE FOLLOWING:

- a. One existing wooden fishing pier of approximately 825 square feet;
- b. Two existing tennis courts, each 40 feet wide and 148 feet long;
- c. One existing two-story wooden bird tower;
- d. One existing three-story star observation tower;
- e. A twenty foot wide walkway easement from Estero Boulevard to the Gulf of Mexico.

THE ESTERO BAY AMENITIES MAY BE MODIFIED AT ANY TIME BY THE ORIGINAL DEVELOPER OF THE BAY BEACH AREA, ITS SUCCESSORS OR ASSIGNS.

IMPORTANT. IF SANTA MARIA II DOES NOT BECOME A PART OF ESTERO BAY IMPROVEMENT ASSOCIATION, INC., THEN THE UNIT OWNERS OF SANTA MARIA II SHALL NOT HAVE USE RIGHTS OF THE ESTERO BAY AMENITIES.

Pursuant to the terms of the Estero Bay Covenants, the total number of dwelling units that may use the Estero Bay Development Corporation facilities will not exceed 1,819.

IMPORTANT. MEMBERSHIP IN THE ESTERO BAY IMPROVEMENT ASSOCIATION, INC., WILL BE MANDATORY IF SANTA MARIA II BECOMES A PART OF ESTERO BAY IMPROVEMENT ASSOCIATION, INC., AND IN WHICH EVENT UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COST AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT AND FEES PURSUANT TO THE ESTERO BAY COVENANTS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "G". THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE ESTERO BAY IMPROVEMENT ASSOCIATION INC.'S FACILITIES. THE UNIT OWNERS FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

3. Santa Maria Dock Cooperative. The Developer is the fee simple owner of the property described in Exhibit "M" which is adjacent to and westerly of the Master Association Recreation Area. The Exhibit "M" property lies beneath the waters of a canal. The Developer may acquire additional lands beneath canal waters and adjacent to and northerly and easterly of the Master Association Recreation Area and the Santa Maria II property (Phase 1 described in Exhibit "H" and Phase 2 described in Exhibit "I"). There are boat docks currently constructed on the Exhibit "M" property and if the Developer acquires additional lands beneath the waters of the canals adjacent to and northerly and easterly of the Master Association Recreation Area and the Santa Maria II property, the Developer intends to construct additional boat docks on the additional lands so acquired, if any. The Exhibit "M" property and the docks constructed thereon and any additional adjacent lands lying beneath the waters of the canal acquired by Developer and the boat docks constructed thereon will be conveyed to Santa Maria Dock Co-Operative. The Developer will sell memberships in the Santa Maria Dock Co-Operative with each member having the use rights of a specified dock. Membership in Santa Maria Dock Co-Operative will be restricted to the Developer and unit owners of Santa Maria Resort Condominium and Santa Maria II. Membership in Santa Maria Dock Co-Operative is not mandatory and membership will be limited as there will not be sufficient docks for each unit owner to own a dock. Initial membership in Santa Maria Dock Co-Operative will be determined by the Developer. IMPORTANT. Santa Maria Dock Co-Operative and its members will have easements over the common elements of this Condominium for ingress and egress to the docks and for maintenance and repair of same and for utilities to service the Co-Operative property. The unit owners will have an easement over the boardwalks between the boat docks and the seawall so long as such use does not interfere with the use and maintenance of the boat docks.

4. The Developer does not contemplate providing any additional facilities not described above.

E. The membership vote and ownership in the Association attributable to each unit in each phase and the results if any phase or phases are not developed are as follows:

1. Each residential unit will have one full vote. Each commercial unit shall have one half (1/2) of one (1) vote. There will thus be twenty-five (25) votes in phase 1 and thirty-six (36) votes in Phase 2. If any phase is not built, the votes attributable to that phase will not exist.

2. The ownership in the Association shall be as shown in Exhibit "J". If any phase is not built, the fraction of Ownership will remain at the level that already exists.

F. The Developer states that the time periods within which each phase must be completed are as follows:

Phase 2, if built, will be completed no later than seven (7) years from the date of recording of this Declaration submitting Phase 1 to the condominium form of ownership.

NOTE: The Developer has every expectation that phase 2 will be completed much sooner than shown above, but as the Condominium Act (F.S. 718.403(1) requires that a legal deadline be set forth in the Declaration, ample time is being given to cover any eventuality).

NOTE ALSO: The Developer does not commit to the construction of the additional phase.

Pursuant to F.S. 718.403(6) Amendments to the Declaration adding phases and/or buildings in a Phase do not require the consent of any unit owner nor of any other person, other than the Developer.

G. Time Share Estates shall not be created with respect to any unit in any phase.

25. OWNERSHIP OF UNITS. The Developer has provided twenty-four (24) residential units and two (2) commercial units in phase 1 which shall be transferred by deed to unit owners. If the Developer constructs Phase 2, thirty-six (36) additional residential units will be provided which shall be transferred by deed to unit owners. These units are subject to private ownership and the term "Owner" shall include any Owner of one or more of the twenty-four (24) residential units or the two (2) commercial units in Phase 1 and thirty-six (36) residential units in Phase 2 (if built).

26. OWNERSHIP OF COMMON ELEMENTS. The ownership of common elements as may be herein described, and as the same are designated to each unit in this Condominium Declaration, are the percentage of ownership allocated to each unit as follows:

See Exhibit "J" attached hereto.

27. VOTING RIGHTS: SHARING OF COMMON EXPENSES AND OWNING COMMON SURPLUS: There shall be one (1) vote for each residential unit and one half (1/2) of one (1) vote for each commercial unit or a total of sixty-one (61) possible votes. The sharing of the common expenses and the ownership of the common surplus shall be distributed among the units which comprise the condominium in the same percentages as is provided for ownership of common elements in Paragraph 26 above and in Exhibit "J".

28. BY-LAWS. The By-Laws shall be the By-Laws of the Association which are attached hereto as an exhibit and made a part hereof by reference including any amendments thereto, hereafter adopted as therein provided.

29. UNITS. Units are those cubicles of space, together with all improvements constructed therein, as are further identified and described in the Plot Plan, which is attached as Exhibit "B" to this Condominium Declaration, the boundaries of which unit shall be as follows:

A. Boundaries: Each unit shall be bounded as to both horizontal and perimeter boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, construction or

alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

1. Upper and Lower Boundaries. The upper and lower boundaries of each unit shall be the following boundaries extended to an intersection with the perimeter boundaries.

a. Upper Boundary: The horizontal plane of the undecorated finished ceiling. In a unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

b. Lower Boundary: The horizontal plane of the undecorated finished floor. In a unit containing a room in which the floor is raised above the level of the floor in the rest of the unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

c. Perimeterical Boundaries. The perimeterical boundaries of the unit shall be the vertical planes of the undecorated finished interior surface of the perimeter building walls bounding the unit, the vertical planes of finished exterior surfaces of screened or glass walls bounding the unit, and imaginary vertical planes along the lower boundaries of the unit where there is no wall, extended to their planar intersections with each other and with the upper and lower boundaries.

d. Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, skylights and conversation pits, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, screening, or other transparent material, and all framing and casings therefore, shall be included in the boundaries of the unit.

e. Boundaries - Further Defined. The boundaries of the unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each unit and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other units and/or for common elements. No part of the interior non-boundary walls within a unit shall be considered a boundary of the unit.

f. Exception and Conflicts. In the case of any conflict between the boundaries of the unit the above provisions describing the boundary of a unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the unit as above described shall control over any erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous, the Developer or the President of the Association shall have the right unilaterally to amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any unit owner or unit mortgagee so long as the purpose of the amendment is merely to correct an error and

correctly describe the boundaries of a unit. In the case of unit boundaries not adequately described as provided above, the survey of the units contained in the Exhibit "B" shall control in determining the boundaries of a unit. In the case of any conflict between the language of this Declaration describing the boundaries of any unit, and in the language contained on Exhibit "B" describing the boundaries of a unit, the language of this Declaration shall control.

B. Exclusive Use. Each unit owner shall have the exclusive use of his unit.

C. Appurtenances. The ownership of each unit shall include, and there shall pass with each unit as appurtenances thereto whether or not separately described, all of the rights, title and interest including, but not to be limited to:

1. Common Elements. An undivided share of the common elements as defined in Section 718.108, Florida Statutes.

2. Limited Common Elements. The exclusive use (or use in common with one or more designated units) of the following limited common elements that may exist:

a. The parking spaces or garages assigned to the unit by the Developer or the Association.

3. Easements. For the benefit of the unit.

4. Association Membership and the interest in funds and assets held by the Association.

5. Provided, however that such appurtenances shall be subject to the easements for the benefit of other units and the Association.

6. Easement to Air. The appurtenances shall include an exclusive easement for the use of the air occupied by the unit as it exists at any particular time and as the unit may be altered or reconstructed from time to

7. Cross Easements: The appurtenances shall include the following easements from each unit owner to each other unit owners.

a. Ingress and Egress. Easements through the common areas for ingress and egress.

b. Maintenance, Repair and Replacement. Easements through the units, limited common elements, and common elements for maintenance, repair and replacement of the limited common elements, and common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. Such access to the units shall be only during reasonable hours except that access may be had at any time in case of emergency.

c. Support. Every portion of unit contributing to the support of the unit building shall be burdened with an easement of support for the benefit of all other units, limited common elements, and common elements in the building.

d. Utilities. Easements through the units, limited common elements, and other common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the units, limited common elements, and the common elements, provided, however, that such easements through a unit shall be only according to the plans and specifications for the unit building or as the building is constructed unless approved in writing by the unit owner.

8. Master Association Easements. The Master Association Covenants provide for easements over the common areas by the unit owners and their guests of Santa Maria Resort Condominium and for easements over the common elements of Santa Maria Resort Condominium for unit owners and their guests of Santa Maria II.

30. MAINTENANCE RESPONSIBILITY BY OWNERS. The owner of a unit shall have the responsibility to maintain, repair and replace all matters and things relating to the interior of the premises owned by him, the screened lanai shown as a limited common element adjacent to the unit owned by him on the plot plan attached as Exhibit "B" and the interior of any garage assigned to him as a limited common element, and shall keep said premises in such manner as to cause no damage or nuisance to other owners in the building and shall specifically refrain from making any changes in appearances or otherwise to the exterior of the unit, common elements or limited common elements. The Owner of a unit shall have the responsibility to maintain, repair and replace all equipment and fixtures relating to the unit or garage assigned to him as a limited common element including, but not limited to, the air conditioning units, condensers, and appliances and to pay for all utilities that are separately metered to the unit or the the garage assigned to him as a limited common element. Every owner must perform or have performed, at his expense, all maintenance and repair work required.

31. MAINTENANCE RESPONSIBILITY OF THE MASTER ASSOCIATION. The Master Association, as provided in the Master Association Covenants, a copy of which is attached hereto as Exhibit "E" is responsible for maintaining all common elements of this responsible for maintaining all common elements of this Condominium and Santa Maria Resort condominium except for the buildings of each condominium and the parking areas immediately below each building, to include all landscaping, ground care, parking areas, except garages and under cover parking. The Master Association is also responsible for maintaining the Recreational Area and Recreational facilities owned by it. IMPORTANT. There is a lien or lien right against each unit to secure the payment of assessments or other exactions coming due for the maintenance to be performed by the Master Association. The unit owners failure to make these payments may result in foreclosure of the lien.

32. MAINTENANCE RESPONSIBILITY OF ASSOCIATION. The Association shall be responsible for maintaining, repairing, replacing and improving, all matters and things relating to the buildings and garages, if any, and not required to be maintained by the individual unit owners or the Master Association. The Association shall be responsible for the maintenance, repair, and improvement of all common elements, all limited common elements, (except screened lanais and the interior of garages, if any), all load bearing walls, and all other maintenance, and repairs that the unit owners or the Master Association are not responsible for in the manner and method as may be herein set forth or as may be set by the By-Laws of the Association.

33. ASSESSMENT. Assessments against owners (except for assessments by the Master Association and, if applicable, Estero Bay Development Corporation) shall be made by the Board of Administration of the Association, and shall be borne by the owners on a pro-rata basis, and on the same basis as their percentage of ownership of the entire condominium as the same exists at the time of said assessment. Assessments by the Master Association shall be made by the Board of Administration of the Master Association and shall be borne by the unit owners of Santa Maria II and the unit owners Of Santa Maria Resort Condominium on a pro-rata basis based on the total number of units then constructed in each condominium, (except that unit owners of Santa Maria II shall be responsible for payment of 60/84ths of the maintenance and upkeep of the Recreation Area and Facilities owned by the Master Association whether or not

phase II of Santa Maria II is constructed). Assessments by the Estero Bay Improvement Association, if applicable shall be made by the Board of Administration of Estero Bay Improvement Association and shall be borne by all of the members of Estero Bay Improvement Association, Inc., as provided in the Estero Bay Covenants as they may be amended from time, to time. Assessments by the Master Association and the Estero Bay Improvement Association, Inc., may be collected by the Association, and in which event the Association shall have lien rights against the unit owners for any unpaid assessments by the Master Association and Estero Bay Improvement Association, Inc.

34. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. Subject to the rights of the Master Association as provided in the Master Association Covenants, a copy of which is attached hereto as Exhibit "F", the administration and management of the condominium units, limited common elements, and of the common elements and the providing of utilities as may be designated shall be by the Condominium Association, who shall have, by and through its officers and administrators, such powers, authority and responsibilities as are vested in the officers and directors of a corporation not for profit under the laws of the State of Florida, and provided for in the By-Laws which are attached hereto as Exhibit "A". The Association shall have authority to enter into management agreements through its officers.

When unit owners other than the Developer own fifteen (15%) percent or more of the units which will be operated ultimately by the Association, these unit owners other than the Developer shall be entitled to elect not less than one-third (1/3rd) of the members of the Board of Administration of the Association.

Unit owners other than the Developer shall be entitled to elect not less than a majority of the Board of Administration of the Association within a time period not to exceed three (3) years after sales by the Developer have been closed on at least fifty (50%) percent of the units which will be operated ultimately by the Association or not less than three (3) months after sales have been closed by the Developer of ninety (90%) percent of the units that will be operated ultimately by the Association, or when all the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business or when some of the units have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur.

The Developer shall be entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent of the units in the condominium operated by the Association.

35. INSURANCE. The insurance which shall be carried upon the property shall be governed by the following provisions:

A. Authority to Purchase. All insurance policies upon the property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the unit owners and their respective mortgagees, as their interest may appear and shall provide for the issuance of Certificates of Insurance, mortgage endorsements to the holders of first mortgages on the units or any of them, and if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against unit owners, the Association and their respective servants, agents and guests.

B. Residential Unit Owners. Each unit owner may obtain insurance at his own expense, affording coverage upon his personal

property, personal liability, owner or mortgagee title insurance, and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Paragraph A above (if same is available).

C. Coverage.

1. Casualty: The buildings (the word building(s) includes, fixtures, installations or additions comprising that part of the building within the unfinished interior surface of the perimeter walls, floors, and ceilings of the individual units initially installed or replacements thereof of like kind or quantity, in accordance with the original plans and specifications, or as they existed at the time the unit was initially conveyed if the original plans and specifications are not available) and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations, walks, roads and parking areas), as determined annually by the Association and/or an Appraiser appointed by the Board of Administration. Such coverage shall afford protection against:

a. loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

b. such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use of the building, including, but not limited to vandalism, malicious mischief, windstorm and water damage.

2. Public Liability and Property Damage in such amounts and in such forms as shall be required by the Association, including, but not limited to legal liability, hire automobile, non-owned automobile and off premises employee coverage. The public liability insurance shall be maintained at a minimum of Fifty Thousand Dollars (\$50,000.00) property damage and One Million Dollars (\$1,000,000.00) per accident for personal injury.

3. Workman's Compensation policy to meet the requirements of law.

4. All liability insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

5. Flood Insurance to meet the existing requirements of law pertaining thereto, provided, however, the Association shall not be required to purchase flood insurance on the common elements in excess of that amount that is subsidized under the Federal Flood Insurance Program.

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

E. 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 interest may appear and shall provide that all proceeds payable as a result of casualty losses 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 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 the same in trust for the purposes stated herein, and for

the benefit of the Association, the unit owners and their respective mortgagees in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee.

1. Common Elements: Proceeds on account of damage to common elements exclusive of dwelling units, shall be an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

2. Residential Units: proceeds on account of residential units shall be held in the following undivided shares:

a. Partial destruction when the building is to be restored. for the owners of damaged units in proportion to the cost of repairing the damages suffered by each damaged unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each unit owner shall be bound by and the Insurance Trustee may rely upon such certification.

b. Total destruction of the building or buildings where the same is not to be restored: In the event that total destruction occurs, then the share of each affected owner shall be determined and based upon the square feet of the building so destroyed. The square feet of a unit and the building shall be that as shown on a survey of the completed building attached as an Exhibit to this Declaration or an Amendment thereto after construction of the building is completed or if not shown on such survey, then in accordance with the Plans and Specifications of the building as actually constructed.

3. Mortgagees: In the event a Mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the Mortgagee and the unit owner as their interest may appear.

F. Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners, after first paying or making provisions for the payment of the expense of the Insurance Trustee, in the following manner:

1. Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a residential unit and may be enforced by him.

2. Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

3. Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

36. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

A. If any part of the common elements shall be damaged by casualty, the determination of whether or not to reconstruct or

repair the same shall be made as follows:

1. Partial destruction which shall be deemed to mean destruction which does not render all of the units untenable, shall be reconstructed or repaired, unless at a meeting of the members of the Association, which shall be called prior to commencement of such reconstruction or repair, this Declaration is terminated.

2. Total destruction, which shall be deemed to mean destruction which does render all of the units untenable, shall not be reconstructed or repaired, unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty or if by such date the insurance loss has not been finally adjusted, then within twenty (20) days thereafter, unit owners who, in the aggregate, own seventy-five (75%) percent or more of the units vote in favor of such reconstruction or repair.

3. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications of the building(s) as actually constructed. The Insurance Trustee may rely upon a certificate by the Association as to whether the damaged property is to be reconstructed or repaired, and such certificate shall be furnished upon a request by the Insurance Trustee.

4. Encroachment upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by a unit owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

B. Responsibility: If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, then the owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

1. Estimate of Costs: Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the administration desires.

2. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the unit owners in sufficient amounts to provide funds to pay the deficiency.

3. 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 against unit owners, shall be disbursed in payment of such costs in the following manner:

a. Association: If the amount of the estimated costs of reconstruction and repair exceed the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

b. Insurance Proceeds: The proceeds of insurance collected on account of a casualty and those sums deposited with the Insurance Trustee by the Association from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in the payment of the cost of reconstruction and repair in the following manner:

i. Residential Unit Owner; The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amount and at such times as the unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

ii. Association - Lesser Damage: If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request of the mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

iii. Association - Major Damage: If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such cost in the manner required by the Board of Administration of the Association and upon approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

iv. 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 fund is established, such balance shall be distributed jointly to the unit owners and their mortgagees who are the beneficial owners of the fund.

v. When the damage is to both common elements and residential units, the insurance proceeds shall be applied first to the cost of repairing the common elements and the balance to the units.

4. Insurance Adjustments: Each unit owner shall be deemed to have delegated to the Board of Administration his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one unit, subject to the rights of mortgagees of such unit owners.

37. CONDOMINIUM MEMBERSHIP. There is herewith established the Condominium Association which is or shall be incorporated as a corporation not for profit, pursuant to the laws of the State of Florida. The members shall be comprised of all owners of units. Membership in the Association shall be established by the recordation in the Public Records of Lee County, Florida, of a Deed in fee title or other estate of ownership to the respective unit. Upon such recordation, the membership of prior unit owners shall be terminated. When the administration, management, and control of the

units and common elements shall be vested in the Association as provided by the Act, and such authority and powers as granted to a corporation not for profit under the laws of the State of Florida, the Association shall be governed by the By-Laws as are attached hereto and marked Exhibit "A", or as amended. The resident Agent of the Association for service of process shall be LARRY A. ECHOLS, a resident of the State of Florida, and whose address is 6100 Estero Boulevard, Fort Myers Beach, Florida 33931 until his successor shall be designated by the Association.

38. ASSOCIATION FUNCTIONS. The operation of the condominium shall be by the Association, which shall be called SANTA MARIA II CONDOMINIUM ASSOCIATION, INC., a corporation not for profit. This Association shall operate through its Board of Administration. The Board of Administration shall elect officers for the Association. All officers and directors of the Association shall have a fiduciary relationship to the unit owners.

A. The Association shall act through its officers and shall have the capacity to contract, sue and be sued. The Association is authorized to maintain, manage, and operate the condominium property.

B. No unit owner, except as an officer of the Association, shall have any authority to act for the Association.

C. No unit owner shall make any alterations in the improvements of the condominium which are to be maintained by the Association or by the unit owners through the Association. No unit owners shall remove any portion of the condominium improvements or make any additions thereto or do any work which would jeopardize the safety or soundness of the building containing his unit. No unit owner shall impair any easement which is a part of the condominium property.

D. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements, limited common elements, or to another unit or units.

E. The Association shall have the power to make and collect assessments and to maintain, repair and replace any of the common elements or limited common elements; the Association shall have a lien against the unit for any unpaid assessments.

F. The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by unit owners or their authorized representatives at reasonable times. Written summaries of these accounting records shall be supplied at least annually to unit owners or their authorized representatives. These accounting records include a record of all receipts and expenditures on behalf of the Association and an account for each unit which reflects the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon that unit owners account, and the balance due under that account.

G. The Association shall maintain in its records, copies of all insurance policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners, Mortgagees of units, or their authorized representatives at reasonable times.

H. The Association shall have the power to purchase units in the condominium and to acquire and hold, lease, mortgage and convey the same.

I. In any legal action to which the Association is a party, the Association shall give notice of the suit within a reasonable time to all unit owners. These unit owners shall have the right to intervene and defend in the legal action if it appears that they may be exposed to liability as individual unit owners.

39. USE RESTRICTIONS AND LIMITATIONS UPON LEASING OF UNITS: Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

A. Use. A residential unit shall be used only for single family residence and their guests, including daily or transient rentals, and the common elements shall be used for the purpose of furnishing of services and facilities as herein provided for the welfare and enjoyment of such residence. The use of the unit for overnight occupants shall not exceed that for which the sleeping quarters of the unit were designed.

B. Nuisance. The units shall not be used for any immoral, improper or unlawful purpose and no use shall be allowed which will create a public or private nuisance. All property shall be kept in a neat and orderly manner. The unit owner shall not permit or suffer anything to be done to or kept in his unit or a garage assigned to him as a limited common element which will increase the rate of insurance on the condominium property.

C. Leasing of Units. The leasing or renting of a residential unit by an owner is not prohibited. However, all leases or rentals for a period of more than twelve (12) months shall be approved by the Association or any manager designated by the Association. Any owner desiring to lease his unit for more than twelve (12) months shall submit such request in writing to the Association or the Manager as may be designated by the Association setting forth the name of the Lessee, the type of Lease to be used and supply any other information as may be requested by the Association or Manager. Provided, however, that no lease granted shall in any way violate or lessen any part of this Declaration or any restriction upon use of the unit as herein established or as may hereafter be established. If the lease of the unit for more than twelve (12) months is not approved by the Association or a Manager appointed by the Association, the lease shall not be made.

D. Rules and Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration. Copies of such regulations and amendments thereto shall be furnished to all owners and residents of the Condominium. A copy of the original rules and regulations is attached as Exhibit "C".

40. LIMITATION UPON CONVEYANCE OF OWNERSHIP. In keeping with the policy of maintaining a community of congenial residents, and for the benefit of all residents and owners of apartments in the condominium, the conveyance, sale and mortgaging of an apartment by any owner other than the Developer shall be subject to the following restrictions:

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

B. Notice. In the event the owner of an apartment shall desire to sell, or make a gift of the apartment owned by him or any interest therein, he shall give written notice to the President or in his absence, the Vice-President, or in his absence the Secretary, or in his absence any administrator of the Association

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

C. Board Action. Upon such notice, the Board of Administrators of the Association shall, within thirty (30) days of such mailing, consider the request for transfer, at a meeting open to any member of the Association, at which time the owner proposing to make the transfer herein provided shall have the opportunity to be heard. The Board of Administrators, in making its decision, shall consider among other things, but not limited to, the effect of such transfer upon the value of the apartments in the condominium, and the effect that a refusal to grant such request will have upon the owner seeking the transfer. The approval or disapproval of a request for transfer shall not be unreasonably delayed, and if the Owner is not notified by the Board of Administration of a disapproval within forty-five (45) days after receipt of the request from the Owner it shall be presumed that approval of such transfer was granted.

D. Appeal. The decision of the Board of Administrators may be appealed to the membership of the Association, and in such event the owner seeking such appeal shall notify the Board of Administrators, through any of its officers, in writing, within five (5) days after its decision and a meeting of the Association shall be called for such purpose within thirty (30) days after such notice.

E. Disapproval. In the event the Board of Administrators or the Association shall fail to approve any proposed sale or transfer, the Association shall, upon written request by the owner made within thirty (30) days of the final disapproval, provide the owner with a purchaser within thirty (30) days from the date of such written request, which purchaser shall purchase on the same terms as the purchaser proposed by the owner desiring to sell.

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

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

H. Mortgagee. Any First Mortgagee who acquired title to any apartment shall be considered an approved purchaser and the subsequent purchaser from such mortgagee shall be considered an approved purchaser.

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

J. Corporation. The transfer by an owner to a corporation in which he and/or the members of his immediate family have a majority or controlling interest, or from such a corporation

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to the individual, all without any change in occupancy, shall be considered a transfer to an approved purchaser. In the event of transfer to a corporation, the corporation shall furnish the names and addresses of persons who will be occupants of the apartment who shall each be subject to approval by the Board of Administrators; the sale of an apartment through sale of stock of the corporate owner thereof shall not authorize any change in occupants, and any change in occupancy resulting from such sales shall be first approved by the Board of Administrators.

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

L. By Decedent. In case of the death of the owner of an apartment, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said apartment; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the apartment, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his apartment to some designated person or persons other than his surviving spouse or member of his family, or if some other person is designated by such decedent's legal representative to receive the ownership of the apartment, the Board of Administrators of the Association shall within thirty (30) days after written request to do so, accompanied by proper evidence of rightful designation, express its refusal or acceptance as owner of the apartment by the individual or individuals so designated. Procedures shall in all other respects be the same as the provisions of the Declaration of Condominium for the sale of an apartment.

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

41. METHOD OF AMENDMENT OF DECLARATION. Except for provisions of amendment of this Declaration as granted to the Developer herein, this Declaration may be amended by a special meeting called for such purpose after giving written notice to each Owner, mailed by United States Mail, at least fourteen (14) days prior to the date of such meeting. At such meeting so called, amendments may be made to the Declaration upon approval of a simple majority of the members of the Association, except as otherwise provided for in Paragraph 41 hereof. Any such amendments so passed shall be evidenced by a certificate executed by the President or Vice-President and the Secretary or Assistant Secretary and executed with the formalities of a Deed and shall include the recording data identifying the original Declaration.

42. The consent of the owners of units to which at least 67 percent of the votes in the Association are allocated and the approval of institutional mortgages holding mortgages on units which have at least fifty one (51%) percent of the votes of units subject to institutional mortgages, shall be required to add or amend any material provisions of this Declaration or the By-Laws, which establish, provide for, govern or regulate any of the following:

- A. Voting;
- B. Assessments, assessment liens or subordination of such liens;

C. Reserves for maintenance, repairs and replacement of the common areas (or units, if applicable);

D. Insurance or Fidelity Bonds;

E. Rights to use of the common areas;

F. Responsibility for maintenance and repair of the several portions of the condominium;

G. Expansion or construction of the condominium or the addition, annexation or withdrawal of property to or from the condominium;

H. Boundaries of any unit;

I. The interests in the general or limited common areas;

J. Convertibility of units into common areas or of common areas into units;

K. Leasing of Units;

L. Imposition of any changes in the right of first refusal or similar restriction on the right of a unit owner to or guarantors of first mortgages on units.

M. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.

Despite anything contained in this paragraph to the contrary, if other provisions of this Declaration or of the By-Laws or Chapter 718 of the Florida Statutes requires a greater percentage of the votes of the owners or mortgage holders to amend the Declaration or By-Laws, such other provisions shall control.

43. Rights of Institutional Mortgage Holders, Insurers and Guarantors of Institutional Mortgages.

The term "Institutional Mortgage Holders" shall mean a mortgage of a unit which is given to a Bank, Savings and Loan Association, Insurance Company, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or any other recognized lending institution.

Notice of action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such institutional mortgage holder or insurer or guarantor thereof will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the condominium property or any unit on which there is a first mortgage held, insured or guaranteed by such institutional mortgage holder or insurer or guarantor thereof, as applicable;

B. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such institutional mortgage holder or insurer or guarantor thereof, which remains uncured for a period of sixty days;

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

D. Any proposed action which would require the consent

of a specified percentage of mortgage holders.

44. TERMINATION. The condominium property may be removed from the provisions of the Florida Condominium Act, by all of the unit owners, and all mortgagees of units, and upon compliance with Florida Statute 718.117, as the same may be amended from time to time. The condominium property will be removed from the provisions of the Florida Condominium Act in the event of total destruction as defined in Paragraph 35, and upon compliance with Florida Statute 718.117 as the same may be amended from time to time, unless it is determined to reconstruct or repair the destroyed units as therein provided.

In the event of termination, the condominium property shall be owned by the unit owners as tenants in common, which each unit owner owning an undivided percentage determined by the square feet of his unit as compared to the total square feet in all units determined in accordance with Paragraph 34E2(b) hereof; the property shall be sold upon such termination on such terms and conditions as are acceptable to a majority of the unit owners (each unit owner shall have one vote) and the proceeds distributed in accordance with each unit owner's percentage of ownership less insurance proceeds, if any, previously distributed to such unit owner or his mortgagee under the provisions of Paragraph 34F hereof.

45. PARKING AND STORAGE LOCKERS. There shall be appurtenant to each unit at all times one storage locker which shall pass with the title thereto. The allocation shall be made initially by the Developer by an unrecorded written instrument given a unit purchaser upon closing. Two or more unit owners may exchange the storage lockers initially allocated to their units by submitting to the Board of Directors a signed and witnessed request for exchange and surrendering their initial or current allocation instruments. The Association shall thereupon, by its duly authorized officer, execute and deliver to such unit owners new allocation instruments. Such changed allocations shall have the same force and effect as the ones they replace.

The current plans do not include any garages or under cover parking except for under cover parking beneath the condominium buildings. The allocation of a limited number of covered parking spaces shall be made initially by the Developer by an unrecorded written instrument given a unit purchaser upon closing. Two or more unit owners may exchange the covered parking spaces initially allocated to their units by submitting to the Board of Directors a signed and witnessed request for exchange and surrendering their initial or current allocation instruments. The Association shall thereupon, by its duly authorized officer, execute and deliver to such unit owners new allocation instruments. Such changed allocations shall have the same force and effect as the ones they replace. The Developer reserves the right to amend this Declaration and the Plot Plan attached hereto to add garages or additional covered parking, which amendments may be made by the Developer without the joinder of any person, including without limitation, any unit owner or a mortgagee of a unit.

In accordance with the Master Association Covenants attached hereto as Exhibit "F", unit owners of Santa Maria Resort Condominium and their guests may use the unassigned parking spaces as shown on the Plot Plan and unit owners of Santa Maria II and their guest may use the unassigned parking spaces of Santa Maria Resort Condominium.

46. PROVISIONS PERTAINING TO DEVELOPER:

A. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents, except as specifically set forth therein and as set forth in Section 718.203(1) F.S. (1988)

and no person shall rely upon any warranty or representation not so specifically made therein or as contained in said statute. The projected operating budget is deemed accurate, but no warranty is made or intended, nor may one be relied upon.

B. Until such time as the Developer has completed and sold all of the condominium units, neither the unit owners nor the Association shall use the condominium property in any manner which interferes with the completion of all the contemplated improvements and the sale of the units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, sales, activities on the premises, the showing of the property, display of signs and use of one or more apartments as a model or the maintenance of a sales and general development office on the property. Further, neither the unit owner nor the Association shall take any action which interferes with or that would hinder or be detrimental to Developer's overall development plan and the completion thereof. So long as the Developer holds any unit in this condominium for sale in the ordinary course of business, neither the unit owners nor the Association shall take any action whatsoever that would in any manner alter or change the services reflected in the initial estimated monthly and annual operating budget adopted by Developer or the maintenance charges allotted therefor, unless the same has been approved by Developer in writing. All those who become owners in Santa Maria II, a Condominium, shall be deemed to have acknowledged that all those services established for the condominium, as reflected in said budget are essential to the successful completion of this project and consent to each and every item reflected therein.

C. Notwithstanding anything in this Declaration to the contrary, the Developer, so long as all of the units in the condominium have not been sold, reserves to itself the right to make such modifications, additions, or deletions to the Condominium Declaration, the Association By-Laws and any other condominium document as it deems necessary or as may be required by any lending institution or public authority in order to carry out its development program without the consent or approval of the unit owners or Board of Administration. This includes the right to alter the size or shape of apartments so long as it does not result in increasing the proportion of common expenses borne by the unit owner or affect his ownership of the common elements or otherwise materially affect the rights of the owners, it also includes the right of the Developer to add or construct garages and/or covered parking. Any amendments to the Declaration of Condominium and/or the By-Laws or other condominium document, need be signed and acknowledged only by the Developer and need not be approved by the unit owners, Board of Administration or mortgagees of individual apartments in the condominium. Despite anything contained herein to the contrary, after the initial recording of this Declaration, no amendment shall be made to this made to this Declaration or any of the exhibits attached hereto without the consent of 100% of the unit owners other than the Developer if such consent is required by Section 718.403 of the Florida Statutes.

D. Developer's Maintenance Guarantee. The Developer hereby guarantees that the assessment for common expenses of the condominium imposed on the unit owners other than Developer shall not increase over the monthly sum per unit reflected in the proposed operating budget attached to the prospectus for a period of one (1) year, commencing from the date the Developer sells and closes the first condominium unit to a purchaser and Developer shall pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners. The foregoing provisions are pursuant to Florida Statutes, Section 718.116(8).

Subject to the written consent of a majority of the unit owners other than the Developer, the Developer hereby reserves the

right to extend the period of this maintenance guarantee for as many additional periods as it desires. In the event of such additional guarantee or guarantees, then the assessments for common expenses of the condominium shall not exceed the dollar amount as set out in the new guarantee or guarantees and in such case, the Developer shall obligate itself to pay any amount of common expenses incurred during the additional period or periods guaranteed and not produced by the assessment at the guaranteed level. It is understood that for every additional guarantee, the Developer shall deliver to each unit owner a written guarantee in the form and substance as aforesaid guarantee except stating therein the new guarantee period and the amount guaranteed.

After expiration of the guarantee period and all extensions thereof, Developer shall then pay its proportionate share of those common expenses and assessments related to unsold units committed to the condominium form of ownership as may be determined by the Board of Administration.

The provisions of this paragraph as it relates to Developer are paramount to and superior to the provisions of any paragraph contained in this Declaration as to the matters pertaining to payment of common expenses and assessments.

E. Management: Subject to the provisions of F.S. 718.302 and F.S. 718.3025, the condominium, land, buildings, improvements and facilities thereof, shall at Developer's option, be managed by the Developer, its nominees or assigns until the project has been completed and all units held in the ordinary course of business for sale have been sold. At such time, Developer, its nominees or assigns shall assign all of its rights of management to the Board of Administration and the Board will succeed to all of said rights and responsibilities and thereupon, Developer, its nominees or assigns shall be relieved from further liability. Management shall, at all times, be fair and reasonable. The responsibilities of management, among other things, shall be to perform those duties of operation, maintenance, repair, purchase, payment, bookkeeping, record keeping, notice and regulation as may be required by the Board and permitted by this Declaration and its exhibits and using those funds from maintenance charges and assessments as are intended for such purposes. During Developer's period of management, it shall have the right to make reasonable charge for such of those services reflected on the estimated monthly and annual operating budget, which it provides to the condominium, and which is necessary for the welfare and aesthetic appearance of the condominium project. Despite anything contained herein to the contrary, the Board of Administration may, at any time and without notice or cause, terminate the Developer's right to manage the Association, and all actions of the Developer as manager shall be subject to the approval of the Board of Administration.

F. The Developer reserves the right to grant easements over the common elements to Santa Maria Dock Cooperative described in Paragraph 24D3 of this Declaration for ingress and egress, maintenance and utilities.

G. The Developer reserves unto itself easements for ingress and egress and utilities to the real property described in Exhibit "I" attached hereto as shown on Exhibit "B" attached hereto until Phase 2 (Exhibit "I") is submitted to the condominium form of ownership.

#### 47. MISCELLANEOUS PROVISIONS.

A. The covenants and restrictions as herein contained and as attached hereto as exhibits forming a part of the condominium documents shall be deemed to run with the land.

B. If any provision of this Declaration and its

exhibits hereto, as the same now exists or as may be later amended or any portion thereof, shall be held invalid by any Court, the validity of the remainder of such condominium documents shall remain in full force and effect.

C. These condominium documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all unit owners.

D. All notices as herein provided shall be by United States Mail, or by hand delivery.

E. No amendment to this Declaration shall be effective to change or alter the rights or reservations as herein reserved by the Developer. Moreover, no amendment to this Declaration shall be effective to change or lessen the rights of any institutional mortgagee or a guarantor or insurer of an institutional mortgage. For the definition of institutional mortgagee, see Paragraph 42 hereof.

F. The liens herein referred to as maintenance assessments to particular condominium units shall be specifically subordinate to the claim of any institutional mortgagee whose mortgage is filed in the Public Records of Lee County, Florida, prior to the Association filing its lien in the Public Records.

G. Anything herein to the contrary, notwithstanding the responsibility for maintenance, repair and replacement of any windows, doors, screens, plastic, or other sliding aluminum panels, sliding glass doors, porches, or verandas appurtenant to particular condominium units shall be that of the unit owners whether or not the same shall be located within the condominium unit or within a garage assigned to a unit owner or a limited common element except in those instances where such damage shall occur as a result of and as part of building structural damage resulting from calamity covered by Condominium Association insurance. Moreover, recognizing the importance of continuity, and the importance of uniform appearance, no amendment, repair or alteration of any area of the exterior of the condominium unit or appurtenances thereto shall be made by the unit owners which is not in conformity with the general plan and color scheme of the buildings and without the consent of the Association including, without limitation, the screens of any balcony or lanai.

H. Anything herein to the contrary, the responsibility for the maintenance, repair and replacement of any electrical, plumbing, air conditioning system or other utility specifically serving the individual condominium unit or garage, shall be borne by the unit owner.

I. There shall be no limitation upon sale of any unit based upon race, creed, color, sex, religion or national origin.

J. The Association shall have the right to charge a fee for approval of a lease for more than twelve (12) months of a residential unit and to charge a fee for changing its records in the event of the transfer of ownership of a unit and to charge a fee to review a proposed transfer of ownership of a unit provided that no such fee charged shall be in excess of expenditures reasonably required, and shall in no event exceed Fifty (\$50.00) Dollars. No charge shall be made in connection with an extension or renewal of a lease.

K. No amendment to the Declaration shall be made which shall change the configuration or size of any condominium unit in any material fashion or alter the appurtenances of such unit, or change the proportion by which a unit owner shares the common expenses or owns the common surplus or materially alters the allowed use of the unit by the owner without the consent of the unit owner and any institutional mortgagee of the unit.

L. There is specifically granted to each unit owner a non-exclusive easement for streets, walks and other rights of way serving the unit as part of the common elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein granted to each unit owner.

M. All persons joining this Declaration subject their interest to the provisions of this Declaration and the provisions of Chapter 718, Florida Statutes.

N. Any first mortgagee who shall acquire title by reason of foreclosure or deed transfer in lieu of foreclosure, shall be excused from payment of any unpaid liens for common expenses unpaid by the mortgagor which were not recorded in the Public Records of Lee County, Florida, prior to recording of its Mortgage, provided that this shall not excuse such mortgage holder from payment of any such expenses during the period of his or its ownership of such unit, and provided further, that any such unpaid assessments shall be assessed against all of the unit owners, including the effected unit in the same proportion that all of the units share the common expenses.

O. No signs may be erected or displayed on a unit, common elements, or limited common elements, including "for rent" or "for sale" signs except a display sign, for the sale and rental by the Developer and/or the Association, which shall be erected on the grounds for the benefit of advertising the condominium units for rent or sale, which sign shall be applicable to this Condominium.

P. So long as the Developer retains any unsold units on the premises it may use any of such units as a sales office to complete the sale of all units in this Condominium.

Q. There shall be no limit upon the age of children who may occupy a residential unit.

IN WITNESS WHEREOF, DIAMONDHEAD PROPERTY DEVELOPMENT, INC., has caused this instrument to be executed by its duly authorized President, this 14th day of NOVEMBER, 1991.

WITNESSES:

DIAMONDHEAD PROPERTY DEVELOPMENT, INC.

[Signature]  
[Signature]

By: [Signature]  
Robert J. Swanson, President

STATE OF FLORIDA  
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Robert J. Swanson, well known to me to be the President of Diamondhead Property Development, Inc., a Florida Corporation, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of NOVEMBER, 1991.

[Signature]  
Notary Public

Notary Public, State of Florida  
My Commission Expires Oct. 4, 1993  
Bonded Thru Troy Fain - Insurance Inc.

OR2259 Pg4536

THIS INSTRUMENT PREPARED BY:  
LINDA C. BENGTON, ESQUIRE  
R. M. VOGEL & ASSOCIATES  
3936 TAMiami TRAIL, NORTH  
SUITE B  
NAPLES, FLORIDA 33940

OR 2259 PGL 537

EXHIBIT "A"

BY-LAWS  
OF SANTA MARIA II CONDOMINIUM ASSOCIATION, INC.  
(A Corporation Not For Profit)

DEFINITIONS

All terms used in these By-Laws have those definitions set forth in the Condominium Declaration of SANTA MARIA II, a Condominium. Any terms not defined in the Declaration shall have those definitions established by Florida Statute 718. If any definition in the Declaration conflicts with a definition in the Florida Statutes, the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE I  
NAME AND LOCATION

Section 1. The name of this Association shall be SANTA MARIA II CONDOMINIUM ASSOCIATION, INC., a Corporation Not For Profit.

Section 2. The principal office of the Association in this State shall be located at \_\_\_\_\_ Estero Boulevard, Fort Myers Beach, Florida 33931 or such other office as the Board of Administration may designate.

Section 3. Other offices for the transaction of business shall be located at such places as the Board of Administration may from time to time determine.

ARTICLE II  
MEMBERSHIP AND VOTING PROVISIONS

Section 1. The members of the Association shall be defined as the unit owners, more particularly described in the Condominium Declaration. The total possible number of association membership shall be sixty (60).

Section 2. An annual meeting of the association members shall be held at 1:30 P.M. on the first Monday in March of each year or within thirty (30) days thereof as determined by the Board of Administration; said meeting to be held at the principal office of the Association or any such place in Lee county, either on the condominium property or elsewhere, as may be described in the notice of such meeting. At such meeting, the association members shall elect administrators to serve until their successors shall be elected and qualified.

Section 3. Notice of the time and place of the annual meeting or special meeting shall be sent by Regular United States Mail, by the Secretary, to each association member, or in the case of a husband and wife, the same may be addressed by one notice addressed to both of them, not less than fourteen (14) days before the date of such meeting. These notices may, in the alternative, be hand delivered with appropriate receipts provided by the Secretary of his agent. Notice shall further be posted in a conspicuous place upon the condominium property at least fourteen (14) days prior to such meeting. An Officer of the Association shall provide an affidavit to be included in the Official Records of the Association, affirming that a Notice of the Association Meeting was mailed or hand delivered, in accordance with this Section, to each unit owner at the address last furnished to the Association.

Section 4. Voting.

A. The owner of each unit shall be entitled to one (1) vote. If an owner owns more than one unit, he shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.

B. A simple majority vote of the unit owners present at a meeting at which there is a quorum shall decide any questions unless the Declaration, By-Laws, or Articles provides otherwise.

Section 5. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of persons entitled to cast a majority vote of unit owners shall constitute a quorum.

Section 6. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the persons entitled to vote, shall be filed with the Secretary of the Association prior to the meeting at which they are to be used, and shall be valid only for the particular meeting designated and any lawfully adjourned meeting thereof. In no event shall a proxy be valid for longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it, providing that such revocation shall be in writing, shall be filed with the Secretary of the Association prior to the meeting at which the proxy was to be used. Where a unit is owned jointly by a husband and wife, and they have not designated one of themselves as a voting member, a proxy must be signed by both in order to designate a third person as proxy.

Section 7. Designation of Voting Member. If a unit is owned by one person, his right to vote shall be established by the record title to the unit. If a unit is owned by more than one person, the person entitled to cast the unit's vote shall be designated in a Certificate to be filed with the Secretary, signed by all of the record owners of the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote by executing a Certificate to be filed with the Secretary, signed by its President or Vice-President and attested to by its Secretary or Assistant Secretary. The person designated in such Certificate shall be known as the Voting Member. If, for a unit owned by more than one person or by a Corporation, such Certificate is not on file with the Secretary of the Association, the vote of the unit, shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the unit, except if said unit is owned jointly by a husband and wife. Such Certificate shall be valid until revoked or superseded by a subsequent Certificate, or until a change occurs in the ownership of the unit. If a unit is owned jointly by a husband and wife, the following provisions are applicable:

A. They may, but they shall not be required to, designate a Voting Member;

B. If they do not designate a Voting Member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting.

C. Where they do not designate a Voting Member and only one is present at a meeting, the person present may cast the unit's vote.

Section 8. Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by

the President or Secretary at the request, in writing of a majority of the Board of Directors or at the request, in writing of voting members representing twenty-five (25%) percent of the members total votes, which request shall state the purpose or purposes of the proposed meeting. Business transaction at all special meetings shall be confined to the object stated in the notice thereof.

Section 9. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 10. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 11. Approval or Disapproval. Approval or Disapproval of the Unit owner upon any matter whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE III  
ADMINISTRATION AND MANAGEMENT  
OF CONDOMINIUM BY BOARD OF ADMINISTRATION

Section 1. The administration and management of the condominium property as the same relates to the common elements, and limited common elements, and the providing of utilities, as may be designated, shall be kept in a business-like manner and shall be available for inspection by unit owners or Board of Administration members at all reasonable times. The Association shall maintain records according to good accounting practices which shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include a record of all receipts and expenditures, together with an accounting for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, and the amounts paid upon the account and the current balance due.

Section 2. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all acts and things that are not prohibited by law, the Declaration, Articles or these By-Laws directed to be exercised and done by unit owners. The powers shall specifically include, but shall not be limited to, the following:

A. To exercise all powers specifically set forth in the Declaration, Articles, By-Laws, the Act, and all powers incidental thereto.

B. To make regular and special assessments, to collect said assessments, and to use and expend the assessments to carry out the purposes of the Association.

C. To employ, dismiss and control the personnel necessary for the maintenance and operation of the condominium, its common areas and facilities; to employ attorneys, accountants, contractors and other professionals as the need arises.

D. To make and amend regulations respecting the operation, use and maintenance of the common elements, limited common elements, property, facilities and all of the units.

E. To contract for the management and maintenance of the condominium property and to 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, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the power and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

F. To provide for the further improvement of the property, both real and personal, including the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and to acquire and enter into agreements, pursuant to the act, subject to the provisions of the Declaration, Articles and By-Laws.

G. The Association through its Board of Administration shall appoint the members of the Board of Directors of Santa Maria Master Association, Inc., that the Association or the members of the Association are entitled to elect or appoint. The members of the Board of Directors of Santa Maria Master Association, Inc., may be but are not required to be members of the Board of Directors of this Association.

H. The Association shall have the power to purchase units in the condominium and to acquire and hold, lease, mortgage and convey the same.

I. The Association shall have the power to maintain a class action in any Court of competent jurisdiction in behalf of the unit owners.

Section 3. The business, condominium property, and all assessments and generally the management and control of the Association and property owned by it shall be managed by a Board of Administration of three (3) administrators until Phase 2 of the Condominium is constructed and thereafter by five (5) administrators each of whom shall be elected by the Association members.

Section 4. The annual budget meeting of the Association may be held during the annual association meeting.

Section 5. Meetings of the Board of Administration shall be held in the principal office of the Association or at such other places, within or without the condominium property, as a majority of the administrators shall from time to time designate.

Section 6. Meetings of the Board of Administration shall be open to all unit owners and notices of these meetings shall be conspicuously posted at least forty-eight (48) hours in advance for the attention of unit owners, except in the case of an emergency.

Section 7. A majority of the Board of Administration for the transaction of business at any annual or special meeting shall be

necessary to constitute a quorum and the act of a majority of the administrators present at any such meeting at which a quorum is present shall be the act of the Board of Administration.

Section 8. The Board of Administration shall elect the officers of the Association. Such election may be held at the Board of Administration meeting following the annual Association meeting. An officer may be removed at any time by a majority vote of the Board of Administration.

Section 9. Vacancies in the Board of Administration may be filled by the remaining members of the Board at any Board of Administration meeting.

Section 10. At each annual meeting of the Association, the Administrators or the chairman thereof shall submit a report to the Association of the business transacted during the preceding year, together with a report of the general financial condition of the Association.

Section 11. Members of the Board of Administration shall be elected for a term of two (2) years, and any member of said Board of Administration may be re-elected for additional terms. Provided, however, that at the first meeting that unit owners other than the Developer, are entitled to elect a majority of the members of the Board, two (2) members shall be elected to serve for one year and three (3) members shall be elected to serve for two years.

Section 12. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Administration of the Association as provided in the Declaration of Condominium the Association, through its Board of Administration, shall call a meeting and give not less than thirty (30) days nor more than forty (40) days notice of such a meeting to the unit owners for such purpose. Such meeting may be called and such notice may be given by any unit owner if the Association, through its board of Administration, fails to act. Upon election of the first unit owner other than the Developer to the Board of Administration, the Developer shall forward to the Division the name and address of the Board Member elected by the Unit Owners, other than the Developer.

Section 13. The Board of Administration shall adopt a budget for each fiscal year and the same shall contain estimates of costs for performing the various matters and functions of the Association. Copies of the proposed budget and assessments shall be mailed to each unit owner with notice of the budget meeting not less than fourteen (14) days prior to the budget meeting. This budget, together with the notice for the budget meeting, may be delivered by hand as otherwise provided herein.

Section 14. The Board of Administration shall deposit the funds of the Association in such bank or banks or savings and loan association as they may from time to time direct, and withdrawal of such funds shall be by such person or persons as the Board of Administration may direct. The Board of Administration shall have the power to borrow funds on behalf of the Association to meet current expenses not then collected from regular assessments for recurring common expenses or from special assessments.

Section 15. The Association shall maintain in its records copies of all insurance policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners and Mortgagees of units or their authorized representative at reasonable times.

Section 16. No unit owner, except as an Officer of the Association, shall have any authority to act for the Association.

Section 17. Each Officer or Administrator or any other person who controls or disburses funds of the Association shall provide surety or fidelity bonds in an amount of \$10,000.00 or such greater amount as the Association Members or the Board of Administration may direct. All cost of the bonds shall be paid by the Association.

Section 18. The Board of Administration may make such rules and regulations governing use of condominium property as they may deem proper upon approval of a majority of all unit owners.

Section 19. The Board of Administration may employ such agents or parties as it may deem necessary to assist it in the administration and management of the Association. The Board of Administration may employ a management company to assist it in the administration and management of the Association.

Section 20. Subject to the provisions of §718.301 of the Florida Statutes, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners and this notice shall state the purpose of the meeting.

#### ARTICLE IV OFFICERS

Section 1. The Elective Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Administration. One (1) person may hold more than one (1) of these offices, except that the same person may not hold the offices of the President and Secretary. All of the officers shall be members of the Board of Administration.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Administration at the first organizational meeting of each new Board.

Section 3. Term. The officers shall hold office for one (1) year or until their successors are elected and qualify for their office.

Section 4. The President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of unit owners and of the Board of Administration. He shall exercise the executive power of the Association and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such other duties as may be delegated to him from time to time by the Board of Administration.

Section 5. The Vice-President. The Vice-President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him by the Board of Administration.

Section 6. The Secretary. The Secretary shall issue notices of all Board of Administration meetings and all meetings of unit owners; he shall attend and keep the minutes of same; he shall have charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a business-like manner and shall be available for inspection by unit owners and Board of Administration members at all reasonable times. The functions of the Secretary may be delegated to a manager or management company or its agents and employees working with and under the approval of the Secretary and the Board of Administration.

Section 7. The Treasurer.

A. The Treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Administration. The books shall reflect an account for each unit owner. This account shall contain the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the unit owner's account and the balance due under that account.

B. He shall disburse the funds of the Association as may be ordered by the Board of Administration, making proper vouchers for such disbursements. He shall render an account of all his transactions as the Treasurer and of the financial condition of the Association to the Board of Administration whenever it may require it.

C. He shall collect all assessments and shall promptly report to the Board of Administration the status of collections.

D. He shall maintain accounting records according to good accounting practices which shall be open to inspection by unit owners of their authorized representatives at reasonable times. He shall render to unit owners or their authorized representatives at least annually, a written summary of the Association's fiscal activities.

E. He shall prepare the Association's budget.

F. The functions of the Treasurer may be delegated to a manager or management company or its agents and employees working with and under the approval of the Treasurer and the Board of Administration.

**ARTICLE V  
ASSESSMENTS**

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, provided, however, that the Board of Administration, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

Section 2. Determination of Assessments.

A. The Board of Administration shall fix and determine the sum or sums necessary and adequate to assess unit owners for their share of the common expenses set forth in the budget. Common expenses shall include expenses for the operation, maintenance, repair, or replacement of the common elements and limited common elements; costs of carrying out the powers and duties of the Association; all insurance premiums and expenses, including flood (if applicable), wind, fire insurance and extended coverage; and any other expenses designated as common expenses by the Board or the Declaration.

Funds for the payment of common expenses shall be assessed against unit owners as provided in the Declaration. Assessments shall be payable quarterly in advance and shall be due on the first day of each quarter unless otherwise ordered by the Board of Administration. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Board of Administration. All funds due under these By-Laws and the Declaration are common expenses.

B. When the Board of Administration has determined the amount of any assessment, the Treasurer shall mail or present to each unit owner a statement of assessment. All assessments shall be paid to the Treasurer and, upon request, the Treasurer shall give a receipt for each payment received.

C. Subject to the approval of seventy (70%) percent of the unit owners the Board of Administration has the authority to make assessments as to the following:

(1) For additional recreational or social activities;

(2) For additions to the common elements and limited common elements.

Section 3. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Administration.

Section 4. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Administration may accelerate the remaining quarterly installments for the twelve month period. A notice of acceleration shall be sent to the unit owner and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery or mailing of such notice.

Section 5. Audit. The Board of Administration shall render an annual statement to the unit owners no later than sixty (60) days after the end of the Association's fiscal year, which statement shall comply with the requirements F.S. 718.111(13) and shall be mailed or personally delivered to each unit owner. The Board of Administration shall perform a continual internal audit of its financial records for the purpose of verifying the same, but no independent or external audit shall be required of it. The Board of Administration may conduct an external audit by an independent auditor at such times as it shall agree to; the cost and expense of such external audit shall be borne by the Association. The Developer, at the time of the owners of units are entitled to elect a majority of the members of the Board, shall comply with the requirements of Section 718.301(4)(c) of the Florida Statutes. Copies of the annual statements and audits shall be furnished to Mortgagees of units upon written request to the Association.

Section 6. Assessment for recurring common expenses shall be made for a twelve month period concurrent with the preparation of the annual budget. Such assessments shall be due in four equal consecutive quarterly installments on the first day of each quarter for the twelve month period in which the assessments are made. The Board of Administration shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than fourteen (14) days prior to the meeting at which the budget will be considered by the Board of Administration. The meeting at which the budget is considered shall be open to the unit owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent of the assessments for the preceeding year, the Board, upon written application of 10 percent of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting of unit owners, so called, unit owners shall consider and adopt a budget; the adoption of the budget by the unit owners shall require a vote of not less than a majority vote

of all unit owners. The Board of Administration may propose a budget to the unit owners at a meeting of members or in writing and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners the budget as adopted by the Board of Administration shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computations. However, as long as the developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners. If the new annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and regular quarterly installments thereon shall be due upon each installment payment date until modified or changed by a new assessment schedule. In the event that such an annual assessment proves to be insufficient, it may be amended at any time thereafter provided that the written approval of not less than sixty-six and two-thirds (66 2/3rd%) percent of the unit owners entitle to vote have indicated their approval of the revised annual assessment. Any unpaid assessments for the remaining portion of the twelve-month period shall then be due in equal installments for the remaining quarter of such year in which the revised assessment is made. The rights and powers to collect common expenses, granted to the Board of Administration in this Article, may be exercised concurrently by the Developer until such time as the management of the Association shall be fully vested in the Board of Administration elected by the owners of the Association. The Board of Administration may take such actions and shall have such rights as the law may provide for and in any default of assessments payments the Association shall have a lien against the unit for any unpaid assessments, if not paid within ten (10) days of their due date.

So long as the Developer holds units for sale in the ordinary course of business no assessment may be made against the Developer as a unit owner for capital improvements.

Section 7. Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses may be made by the Board of Administration at a meeting called for such purpose held after not less than forty-eight (48) hours or more than ten (10) days after written notice to all unit owners stating the purpose of such meeting. The assessment shall become effective, upon approval of the Board of Administration, and it shall be due after thirty (30) days notice thereof in such manner as the Board of Administration of the Association may require. Provided, however, that no such special assessment shall be made while the Developer is in control of the Association without the written consent of more than one-half of the unit owners other than the Developer.

Section 8. Lien for Assessments Subordinate to Existing First Mortgages. In any foreclosure action the lien of the Association shall be subordinate and inferior to any first mortgage liens of record encumbering such apartment, at the time the lien for assessment was recorded. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment. The Association is obligated to send the Mortgagee, if any, a copy of the default notice prior to instituting any action.

Section 9. Notification of Mortgagee. Any apartment owner who mortgages his apartment shall notify the Association, providing the name and address of his mortgagee. The Association shall notify the mortgagee of any unpaid assessments due from the owner of an apartment.

Section 10. Payment of Assessments by First Mortgage Holders and Excusal Therefrom. A first mortgagee who shall acquire title to a unit as a result of foreclosure or a deed in lieu of foreclosure may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. Provided, however, that if any such first mortgage holder shall acquire title as herein provided, then his successors or assigns shall not be responsible for the share of common expenses or assessments made by the Association pertaining to such unit which are chargeable to the former unit owner and which became due prior to acquisition of title as a result of foreclosure or deed in lieu of foreclosure unless such share is secured by claim of lien for assessments that have been recorded prior to the recording of the foreclosed mortgage, provided, however, that any such unpaid assessment shall be assessed against all the unit owners, including the effected unit, in the same proportion that all units share in the common expenses.

Section 11. Excess Receipts. Any payments to or receipts of the Association whether from unit owners or otherwise, received during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Associations expenses for the following year.

Section 12. Interest on Delinquent Assessments. All assessments shall bear interest at the rate of eighteen (18) percent per annum if not paid within ten (10) days of their due date. The Board of Administration may waive any interest due on any assessments.

#### ARTICLE VI DEFAULT, COMPLIANCE AND LEGAL ACTIONS

Section 1. Violations. In the event of a violation by a unit owner of any of the provisions of the Declaration, By-Laws or the Act, the Association by direction of its Board of Administration shall notify the unit owner of said breach by written notice, transmitted to unit owner at his address by certified mail. If such violation shall continue for a period of seven (7) days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional material breach of the Declaration, By-Laws or the Act, and the Association shall then, at its option have the following elections:

A. To commence an action in equity to enforce performance on the part of the unit owner; or

B. To commence an action at law to recover its damages;  
or

C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by a Court that the unit owner was in violation of any of the provisions of the above-mentioned documents, the unit owner shall reimburse the Association for its reasonable attorney's fee incurred in bringing such action. Any violations which are deemed by the Board of Administration to be

a hazard to public health or safety may be corrected by the Association immediately, as an emergency matter. The cost thereof shall be charged to the unit owner as a specific expense.

Section 2. Negligence or Carelessness of a Unit Owner. All unit owners shall be liable for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or other guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. The cost of any maintenance, repair, or replacement performed pursuant to this Section shall be charged to said unit owner as a specific expense.

Section 3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the original or Appellate Court.

Section 4. No Waiver of Rights. The failure of the Association or a unit owner 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 unit owner to enforce such right, provision, covenant, or condition in the future.

Section 5. Election of Remedies. All rights, remedies, and privileges granted to the Association or a unit owner pursuant to 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 neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted by the condominium documents.

Section 6. Notice of Right to Intervene. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting the Association and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability. These unit owners shall have the right to intervene and defend in the legal action if it appears that they may be exposed to liability as individual unit owners.

#### ARTICLE VII FORECLOSURE SALE

Acquisition or Foreclosure. At any foreclosure sale of a parcel, the Board of Administration may acquire the parcel being foreclosed in the name of the Association or its designee. The acquisition of a foreclosed parcel shall only be accomplished with the authorization and approval of an affirmative vote of Voting Members casting not less than sixty (60%) percent of the total votes of the Voting Members present at any regular or special meeting. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Administration to acquire a parcel at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board of Administration or the Association to do so. The provisions hereof are permissive in nature and are set forth herein for the purpose of confirming this power in the Board of Administration should the requisite approval of Voting Members be obtained. The Board of

Administration shall not be required to obtain the approval of unit owners at the Foreclosure Sale of a unit due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration or these By-Laws, providing the bid of the Board of Administration does not exceed the amount of the judgment.

**ARTICLE VIII  
AMENDMENTS TO THE BY-LAWS**

Prior to the time of the recordation of the Declaration, these By-Laws may be amended, altered or recinded by an instrument, in writing, signed by a majority of the then existing Board of Administration.

Subsequent to the recording of the Declaration, these By-Laws may be altered, amended or added to at any duly called meeting of the unit owners provided that:

A. Notice of the meeting shall contain a statement of the proposed amendment;

B. The amendment shall be approved upon the affirmative vote of a majority of unit owners;

C. Said amendment shall be recorded and certified as required by the act. Notwithstanding anything above to the contrary, until unit owners are entitled to elect a majority of the Board of Administration, these By-Laws may not be amended without a prior resolution of the Board of Administration requesting said amendment; and

D. Notwithstanding the foregoing, no amendment to these By-Laws may, at any time, be adopted or become effective, which shall abridge, amend or alter the rights of Developer, as set forth in any of the condominium documents and as specified in the Act, without first obtaining the prior written consent of the Developer. More over, no Amendment to the By-Laws shall be effective to change or lessen the rights of any institutional mortgage or a Guarantor or Insurer of an Institutional Mortgage.

**ARTICLE IX  
NOTICES**

Whatever Notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for Notices as set forth in these By-Laws and/or the Declaration of Condominium to which these By-Laws are attached.

**ARTICLE X  
LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

**ARTICLE XI  
LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XII  
LIENS

Section 1. Protection of Property. All liens against a condominium unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attached. All taxes and special assessments upon a Condominium Unit shall be paid before becoming delinquent, as provided in these condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A unit owner shall give Notice to the Association of every lien upon his unit, other than for taxes and special assessments within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XIII

Section 718.112 of the Florida Statutes and all amendments thereto pertaining to By-Laws under the "Condominium Act" is incorporated herein by reference for the purpose of adding to those By-Laws such additional provisions contained in said section which are not specifically set forth herein.

ARTICLE XIV

Pursuant to Section 718.112(2)(L) of the Florida Statutes, in the event of an internal dispute arising from the operation of the condominium among unit owners, association, and their agents and assigns, the parties may submit same to voluntary binding arbitration.

EXECUTED THIS \_\_\_ day of \_\_\_\_\_, 1989, by \_\_\_\_\_, as Secretary of SANTA MARIA II CONDOMINIUM ASSOCIATION, INC., and approved by \_\_\_\_\_ as President of SANTA MARIA II CONDOMINIUM ASSOCIATION, INC.

SANTA MARIA II CONDOMINIUM  
ASSOCIATION, INC.

BY: \_\_\_\_\_  
Secretary

Approved: \_\_\_\_\_  
President

OR 2259 Pg 4550

# SANTA MARIA II

## A CONDOMINIUM

Lying in Section 3, Township 47 South, Range 24 East,  
Lee County, Florida.

CONDOMINIUM PLAT BOOK PAGE

BHEET 1 OF 21

Don, William, Lot 8 Bernet, Inc.  
Civil Engineering and Surveying  
1101 N. W. 13th St., Suite 310  
Fort Lauderdale, Florida 33304

### DESCRIPTION: SANTA MARIA II CONDOMINIUM - PHASE II

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard (State Road 5-855), thence N89°11'00"E along the south line of Government Lot 2 for 730.82 feet; thence N20°08'40"W for 75.42 feet to a concrete seawall; thence S79°12'48"E along said seawall for 37.56 feet; thence N20°11'25"W along said seawall for 3.82 feet to the Point of Beginning; thence continue N20°11'25"W along said seawall for 331.68 feet to the intersection with a concrete seawall; thence S87°36'52"W along said seawall for 100.88 feet; thence S18°08'45"W for 199.41 feet; thence S71°51'15"E for 150.00 feet; thence S32°53'22"E for 42.97 feet; thence S12°47'18"W for 80.00 feet; thence N89°11'00"E parallel with and 70.00 feet north of the south line of Government Lot 2 for 195.00 feet to the Point of Beginning.

Said parcel contains 1.25 acres, more or less.

### DESCRIPTION: SANTA MARIA II CONDOMINIUM - PHASE I

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard (State Road 5-855), said intersection being the Point of Beginning; thence N18°34'20"W along said easterly right-of-way line for 65.00 feet; thence N71°25'40"E for 71.31 feet; thence S18°50'42"E for 74.46 feet; thence N89°11'00"E for 95.60 feet; thence N00°49'00"W for 147.45 feet to a concrete seawall; thence N85°12'41"E along said seawall for 146.89 feet; thence N69°17'40"E for 61.08 feet; thence N18°08'45"E for 7.47 feet; thence S71°51'15"E for 15.00 feet; thence S32°53'22"E for 42.97 feet; thence S12°47'18"W for 80.00 feet; thence N89°11'00"E parallel with and 70.00 feet north of the south line of Government Lot 2 for 195.00 feet to a concrete seawall; thence S20°11'25"E along said seawall for 3.22 feet to the intersection with a concrete seawall; thence N79°12'48"E along said seawall for 37.56 feet; thence S20°08'40"E for 75.42 feet to the south line of Government Lot 2; thence S89°11'00"W along the south line of Government Lot 2 for 730.82 feet to the Point of Beginning.

Said parcel contains 1.90 acres, more or less.

### DESCRIPTION: SANTA MARIA II CONDOMINIUM-OVERALL

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard (State Road 5-855), said intersection being the Point of Beginning; thence N18°34'20"W along said easterly right-of-way line for 65.00 feet; thence N71°25'40"E for 71.31 feet; thence S18°50'42"E for 74.46 feet; thence N89°11'00"E for 95.60 feet; thence N00°49'00"W for 147.45 feet to a concrete seawall; thence N85°12'41"E along said seawall for 146.88 feet; thence N69°17'40"E for 61.08 feet; thence N18°08'45"E for 7.47 feet; thence S71°51'15"E for 15.00 feet; thence S32°53'22"E for 42.97 feet; thence S12°47'18"W for 80.00 feet to the intersection with a concrete seawall; thence S20°11'25"E along said seawall for 3.22 feet to the intersection with a concrete seawall; thence N79°12'48"E along said seawall for 37.56 feet; thence S20°08'40"E for 75.42 feet to the south line of Government Lot 2; thence S89°11'00"W for 730.82 feet to the Point of Beginning.

Said parcel contains 3.15 acres, more or less.

### SURVEYOR'S CERTIFICATION:

FOR ALL UNITS - I HEREBY CERTIFY THAT THE CONSTRUCTION OF SANTA MARIA II, A CONDOMINIUM, PHASE NO. 1 AND PHASE NO. 2, ARE NOT SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISION OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS NOT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CANNOT BE DETERMINED FROM THESE MATERIALS.

*William E. Bernet*  
WILLIAM E. BERNET, S.U.C.  
FLORIDA CERTIFICATION NO. 3261

THESE DRAWINGS PREPARED AS SURVEYOR'S EXHIBITS TO CONDOMINIUM DOCUMENTS.

## LEGAL DESCRIPTION-PHASING

JOB NO. 0002876 PLAN NO. 15-1-R  
REVISED 3-47-74

SANTA MARIA II

EXHIBIT "B"

OR 2259 PGL 551

# SANTA MARIA II A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

SHEET 2 OF 21

Sam, Whittier, Lois & Bernad, Inc.  
Civil Engineering and Surveyors  
1141 McGraw Blvd., Suite 9 10 31 4811-1331  
Fairfield, Florida 32709

**DESCRIPTION:  
INGRESS-EGRESS EASEMENT ACROSS PHASE I TO PHASE II**

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard (State Road 5-865), said intersection being the Point of Beginning; thence N18°34'20"W along said easterly right-of-way line for 65.00 feet; thence N71°25'40"E for 71.31 feet; thence S78°20'42"E for 74.46 feet; thence S89°11'00"E for 95.60 feet; thence S00°49'00"E for 25.00 feet to Point "A" on the south line of the aforesaid Government Lot 2; thence S89°11'00"W along said south line for 189.56 feet to the Point of Beginning.

**And Also:**

beginning at the aforesaid Point "A" on the south line of Government Lot 2; thence S89°11'00"E along the south line of said Government Lot 2 for 210.93 feet; thence N88°40'55"E for 107.78 feet to a phase line separating Santa Maria II Condominium - Phase I from Santa Maria II Condominium - Phase II; thence N12°47'10"E along said phase line for 80.00 feet; thence S32°53'22"E along said phase line for 42.97 feet; thence S18°08'45"W for 36.32 feet; thence S88°40'55"W for 140.82 feet; thence S89°11'00"W for 200.00 feet; thence S00°49'00"E for 40.00 feet to the Point of Beginning.

**DESCRIPTION:  
10' INGRESS-EGRESS EASEMENT TO RECREATION AREA**

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard (State Road 5-865); thence N18°34'20"W along said easterly right-of-way line for 210.00 feet; thence N89°11'00"E for 227.22 feet to a concrete seawall; thence S16°35'04"E along said seawall for 79.91 feet; thence N85°12'41"E along said seawall for 18.28 feet to the Point of Beginning; thence continue N85°12'41"E along said seawall for 146.08 feet; thence W69°17'40"E along the southeasterly line of the recreation area for 55.23 feet; thence S18°08'45"W for 12.84 feet; thence S69°17'40"E for 48.58 feet; thence S85°12'41"W for 149.17 feet; thence N00°49'00"W for 10.02 feet to the Point of Beginning.

**DESCRIPTION: INGRESS-EGRESS EASEMENT NO. 1**

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard (State Road 5-865), said intersection being the Point of Beginning; thence N18°34'20"W along said easterly right-of-way line for 65.00 feet; thence N71°25'40"E for 71.31 feet; thence S78°20'42"E for 74.46 feet; thence S89°11'00"E for 95.60 feet; thence S00°49'00"E for 25.00 feet to Point "A" on the south line of the aforesaid Government Lot 2; thence S89°11'00"W along said south line for 189.56 feet to the Point of Beginning.

**DESCRIPTION: INGRESS-EGRESS EASEMENT NO. 2**

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard (State Road 5-865); thence N18°34'20"W along said easterly right-of-way line for 65.00 feet; thence N71°25'40"E for 71.31 feet; thence S78°20'42"E for 74.46 feet; thence S89°11'00"E for 95.60 feet; thence S00°49'00"E for 25.00 feet to Point "A" on the south line of the aforesaid Government Lot 2; thence S89°11'00"W along said south line for 189.56 feet to the Point of Beginning.

## INGRESS/EGRESS EASEMENT

JOB NO. 0002876  
DRAWN BY M. JAMES  
SCALE 1/8" = 1'-0"  
3-47-24

SANTA MARIA II

OR 2259 Pgt 552

# SANTA MARIA II A CONDOMINIUM

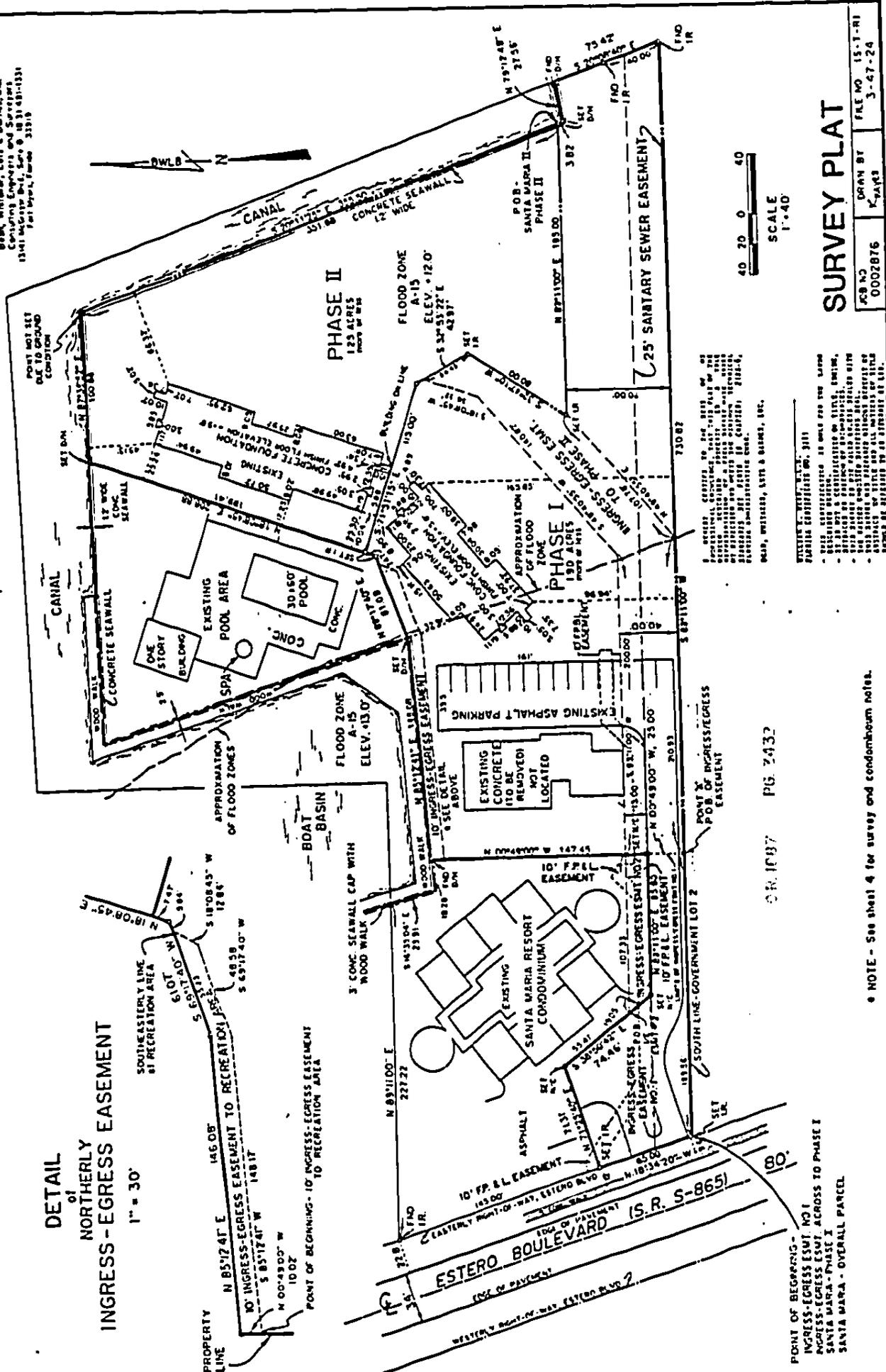
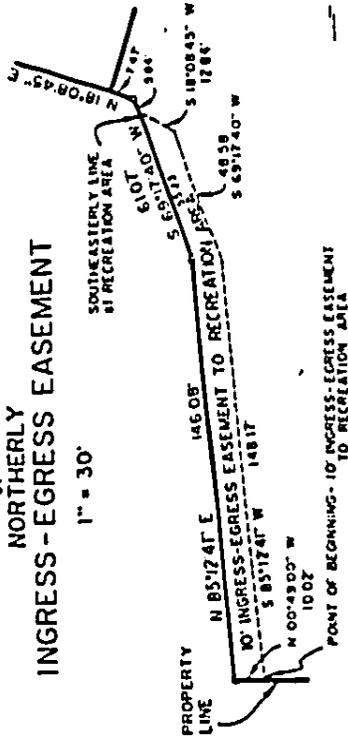
CONDOMINIUM PLAT BOOK PAGE

SHEET 3 OF 21

Bevan, Whitman, Lutz & Barnes, Inc.  
Civil Engineering and Surveying  
13141 Magnolia Blvd., Suite 9, Van Nuys, CA 91411-3311  
Tel: 818/701-1311

## DETAIL of NORTHERLY INGRESS-EGRESS EASEMENT

1" = 30'



## SURVEY PLAT

FILE NO. 15-1-RI  
DRAWN BY K. MARRS  
DATE 3-27-24

SANTA MARIA II

BEFORE RECORDING TO THE BEST OF THE SURVEYOR'S KNOWLEDGE, BELIEF AND FAITHFUL BELIEF, THAT THE PLAT CONTAINS ALL THE INFORMATION NECESSARY TO DEFINE THE BOUNDARIES AND INTERESTS OF THE LANDS DESCRIBED THEREIN, AND THAT THE SAME ARE ACCURATELY AND TRULY SET FORTH AND SHOWN AS THE SAME EXIST AT THE DATE OF RECORDING.

MAP, MEASURED, LOTS & BLOCKS, INC.

PLAT NO. 15-1-RI  
FILE NO. 15-1-RI

NOTE - See sheet 4 for survey and condominium notes.

C.R. 1037 PG. 2432

POINT OF BEGINNING -  
INGRESS-EGRESS ESMT NO 1  
INGRESS-EGRESS ESMT ACROSS TO PHASE I  
SANTA MARIA - PHASE I  
SANTA MARIA - OVERALL PARCEL



# SANTA MARIA II

## A CONDOMINIUM

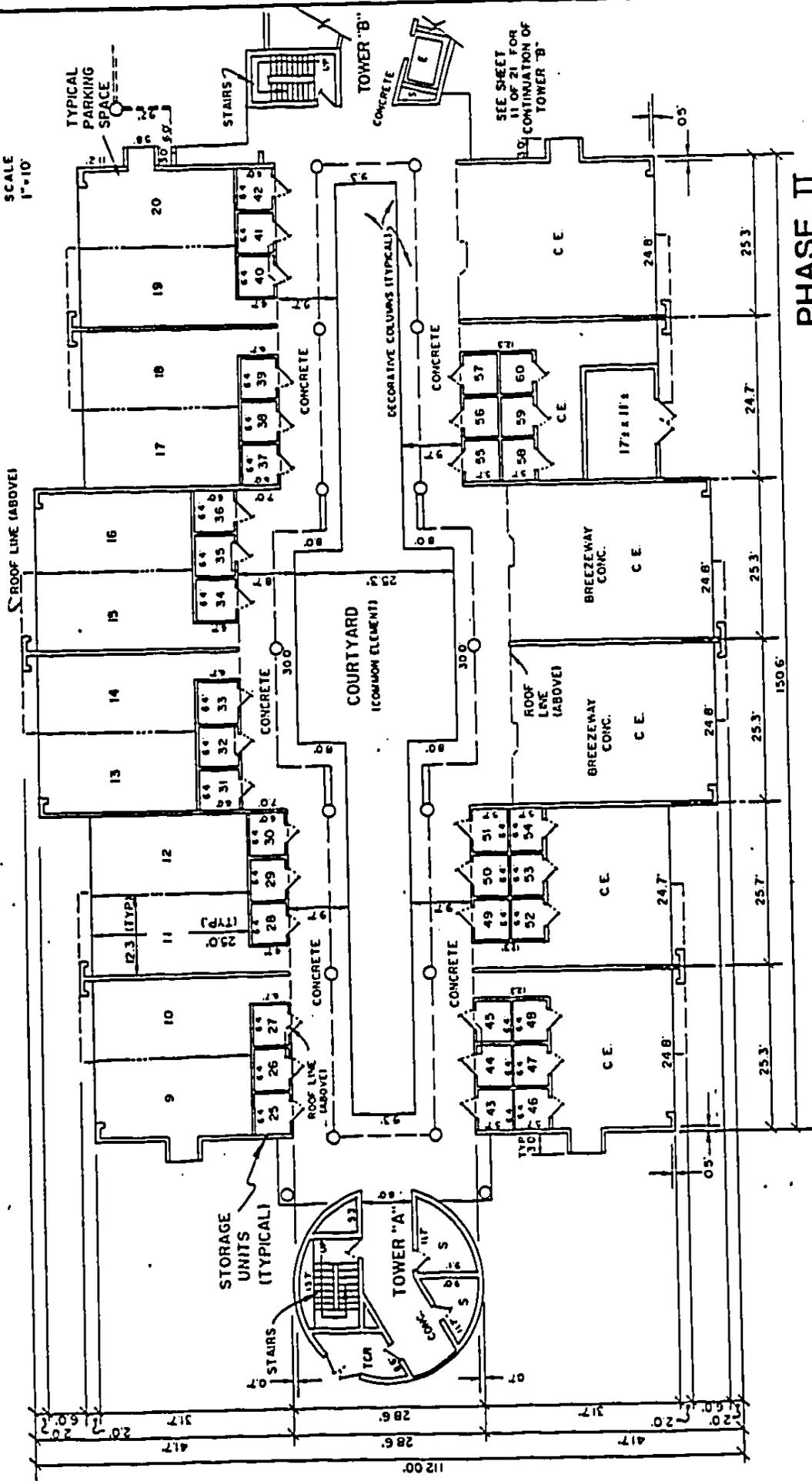
CONDOMINIUM FLAT BOOK PAGE

SHEET 5 OF 21

Boo, Whitely, Lutz & Barnes, Inc.  
 Consulting Engineers and Surveyors  
 11411 Magnolia Blvd., Suite 600, Encino, CA 91436  
 Tel: (818) 708-3311 Fax: (818) 708-3312

SCALE  
 1" = 10'

- NOTE: STORAGE UNIT WALLS ARE 0.3 FEET OR 4 INCHES THICK.
- COVERED PARKING AND STORAGE UNITS ARE LIMITED COMMON ELEMENTS.
- STAIRS, ELEVATORS AND WALKWAYS ARE COMMON ELEMENTS.
- LIMITED COMMON ELEMENTS TO BE ASSIGNED BY DEVELOPER.



PHASE II

PARKING LEVEL

CONTRACT NO.	DATE	BY	NO.
0002876	3-14-24	K-1115	15-1-R1

SANTA MARIA II

OR 2259 P64555

# SANTA MARIA II A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

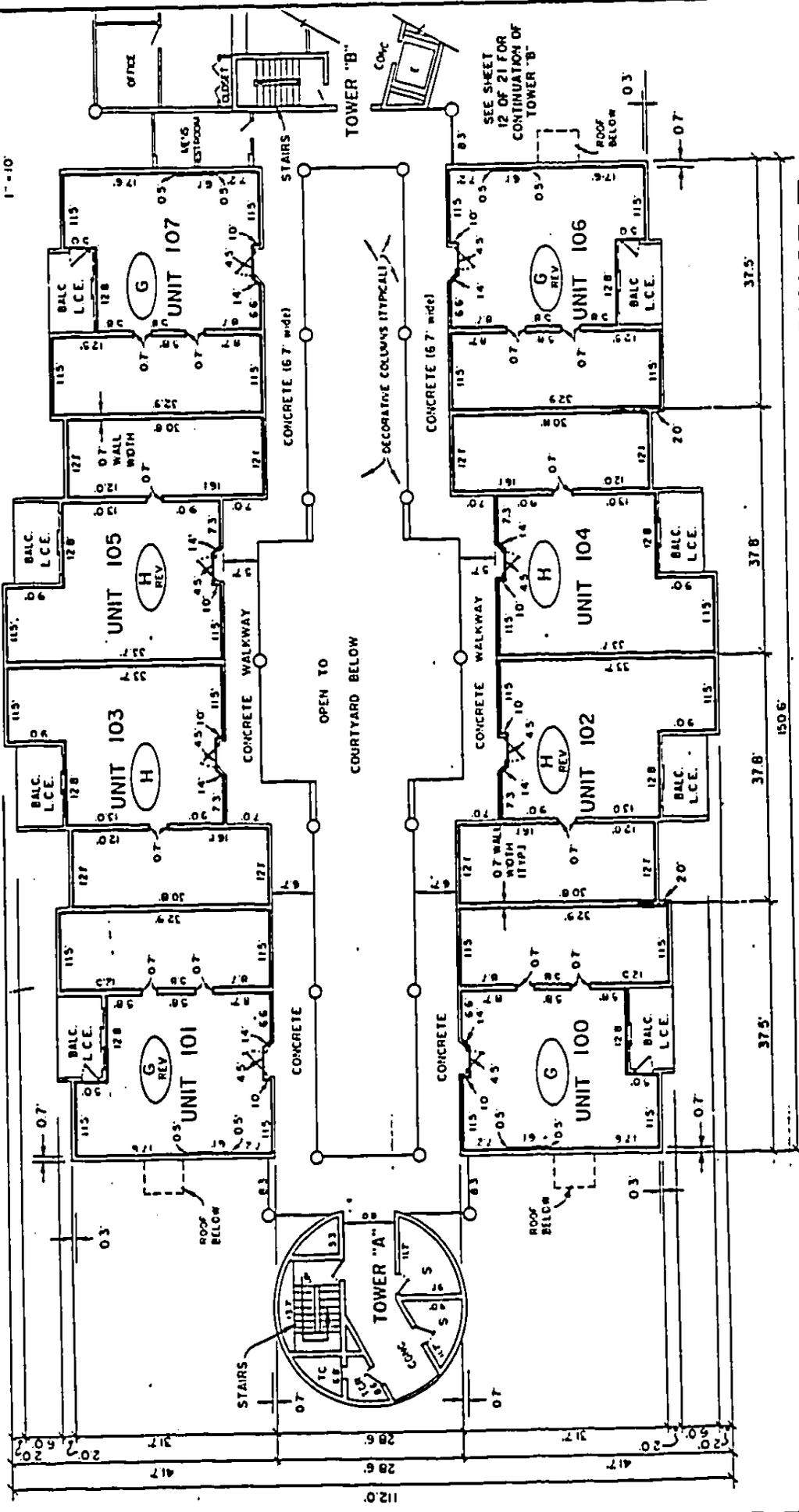
SHEET 6 OF 21

SEE, WINTER, Lutz & Barnes, Inc.  
Consulting Engineers, P.C.  
13411 Wilshire Blvd., Suite 1000  
Los Angeles, California 90025



SCALE  
1" = 10'

- G** (in circle) INDICATES UNIT TYPE G - REVERSED
- S** INDICATES STORAGE
- E** INDICATES ELEVATOR
- L.C.E.** INDICATES LIMITED COMMON ELEMENT
- BALC.** INDICATES BALCONY
- TCR** INDICATES TRASH CHUTE ROOM
- CONC.** INDICATES CONCRETE



PHASE II  
JOB NO. 0002876  
DRAWN BY KAYES  
FILE NO. 15-1-RI  
3-47-74

FIRST LEVEL

SUPPORTING WALLS ARE LIMITED COMMON ELEMENTS.

NOTE  
STAIRS, ELEVATORS AND WALKWAYS ARE COMMON ELEMENTS.

95559 Pg 4 556 OR 2259

# SANTA MARIA II A CONDOMINIUM

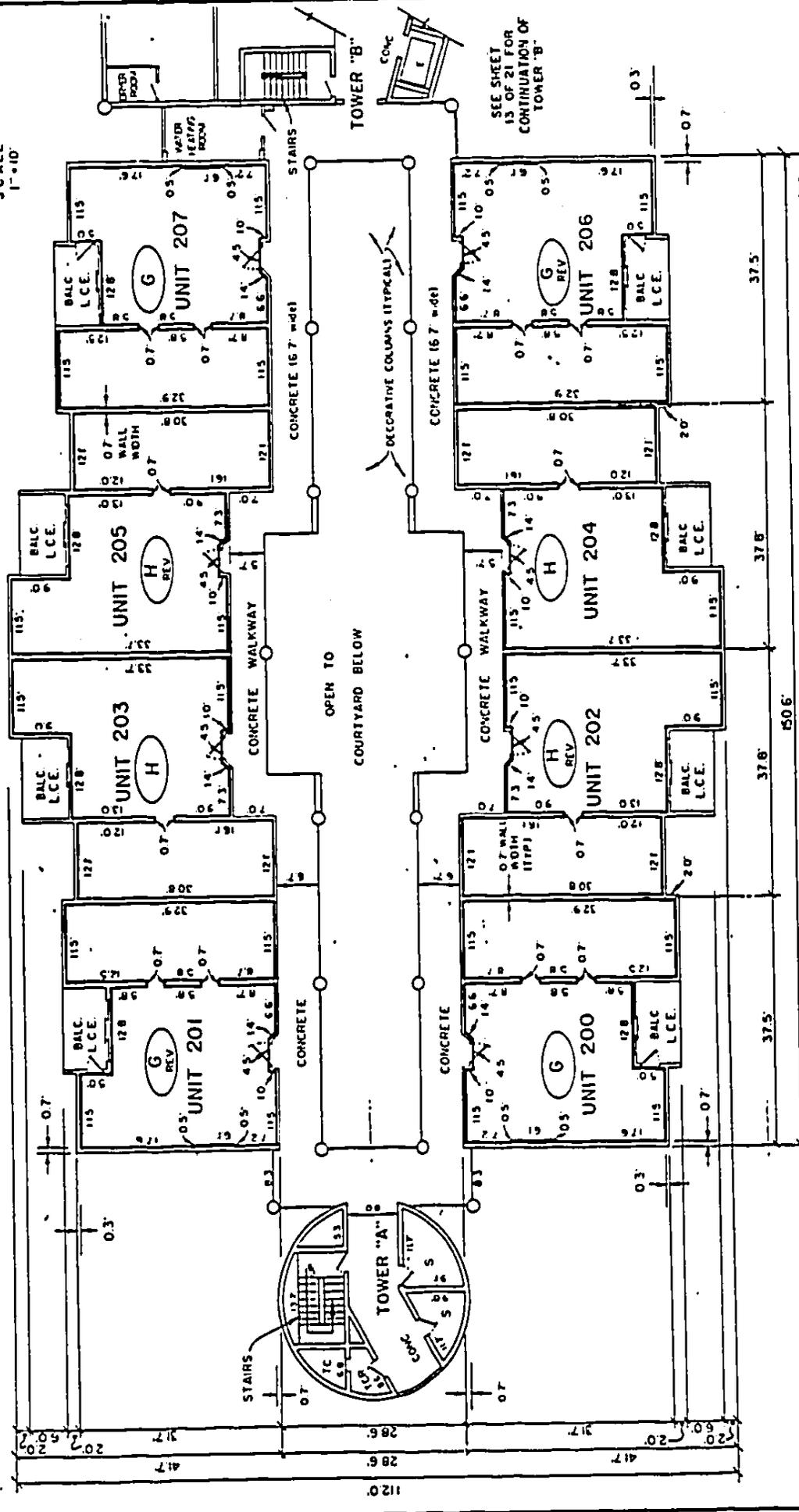
CONDOMINIUM PLAY BOOK PAGE

SHEET 7 OF 21

BOB WHITMAN, LUIS B. BRON, INC.  
CONCRETE CONTRACTORS AND SURVEYORS  
1141 Midway Blvd., Suite B, Los Angeles, CA 90015  
Tel: (213) 477-1111



- G** INDICATES UNIT TYPE G - REVERSED
- S** INDICATES STORAGE
- E** INDICATES ELEVATOR
- L.C.E.** INDICATES LIMITED COMMON ELEMENT
- BALC.** INDICATES BALCONY
- TR** INDICATES TRASH CHUTE ROOM
- CONC.** INDICATES CONCRETE



•• NOTE ••  
STAIRS, ELEVATORS AND WALKWAYS ARE COMMON ELEMENTS.  
SUPPORTING WALLS ARE LIMITED COMMON ELEMENTS.

**PHASE II**

**SECOND LEVEL**

JOB NO. 0002876  
DRAWN BY K. WILKES  
FILE NO. 15-1-91  
3-47-24  
SANTA MARIA II

OR 2259 P64557

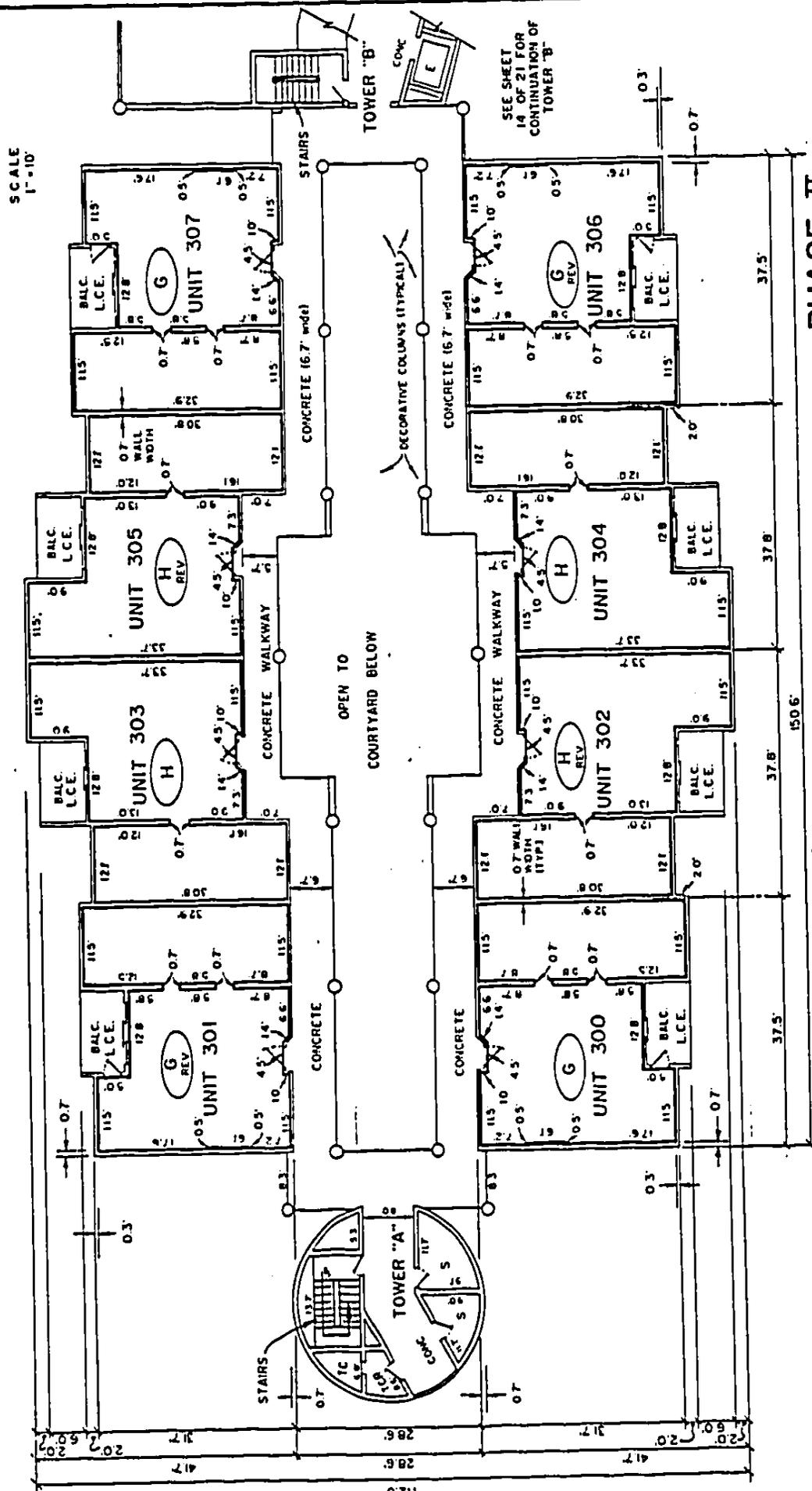
# SANTA MARIA II A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

SHEET 8 OF 21

- G REV INDICATES UNIT TYPE G - REVERSED
- S INDICATES STORAGE
- E INDICATES ELEVATOR
- L.C.E. INDICATES LIMITED COMMON ELEMENT
- BALC. INDICATES BALCONY
- TCR INDICATES TRASH CHUTE ROOM
- CONC. INDICATES CONCRETE

Ben, Whittier, Lott & Burns, Inc.  
Consulting Engineers and Surveyors  
11111 McGowan Dr., Suite 800, Dallas, Texas 75243



•• NOTE ••  
STAIRS, ELEVATORS AND WALKWAYS ARE COMMON ELEMENTS.

SUPPORTING WALLS ARE LIMITED COMMON ELEMENTS.

**PHASE II**

**THIRD LEVEL**

JOB NO. 0002876 DRAWN BY KAYES FILE NO. 15-T-81  
DATE 3-47-74

SANTA MARIA II

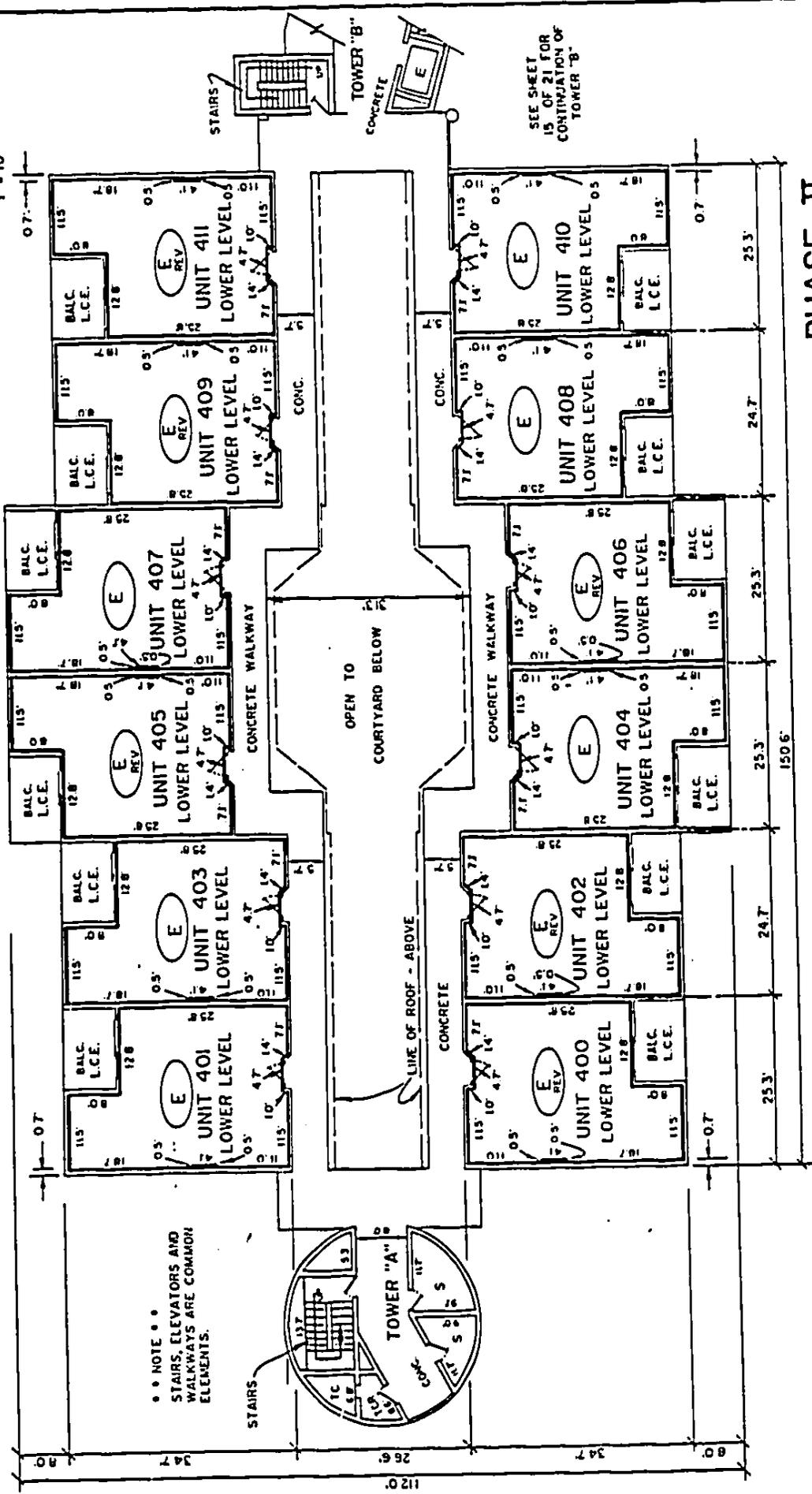
OR2259 P4, 558

**SANTA MARIA II**  
A CONDOMINIUM

- C REV INDICATES UNIT TYPE C - REVERSED
- S INDICATES STORAGE
- E INDICATES ELEVATOR
- LCE INDICATES LIMITED COMMON ELEMENT
- BALC INDICATES BALCONY
- TCR INDICATES TRASH CHUTE ROOM
- CONC INDICATES CONCRETE

BOHN, WITKOP, LUTZ & BROWN, INC.  
CONDOMINIUM ENGINEERS AND ARCHITECTS  
13441 WILLOW PARK DRIVE, SUITE 200, WESTLAKE, CALIF. 91361-1531  
TEL: (818) 709-7400 FAX: (818) 709-3319

SCALE  
1" = 10'



SEE SHEET 15 OF 21 FOR CONTINUATION OF TOWER "B".

**PHASE II**

**FOURTH LEVEL**

CONC NO. 0002876 GRAN BY SANTA MARIA II  
FILE NO. 15-1-RI 3-47-24

# SANTA MARIA II

## A CONDOMINIUM

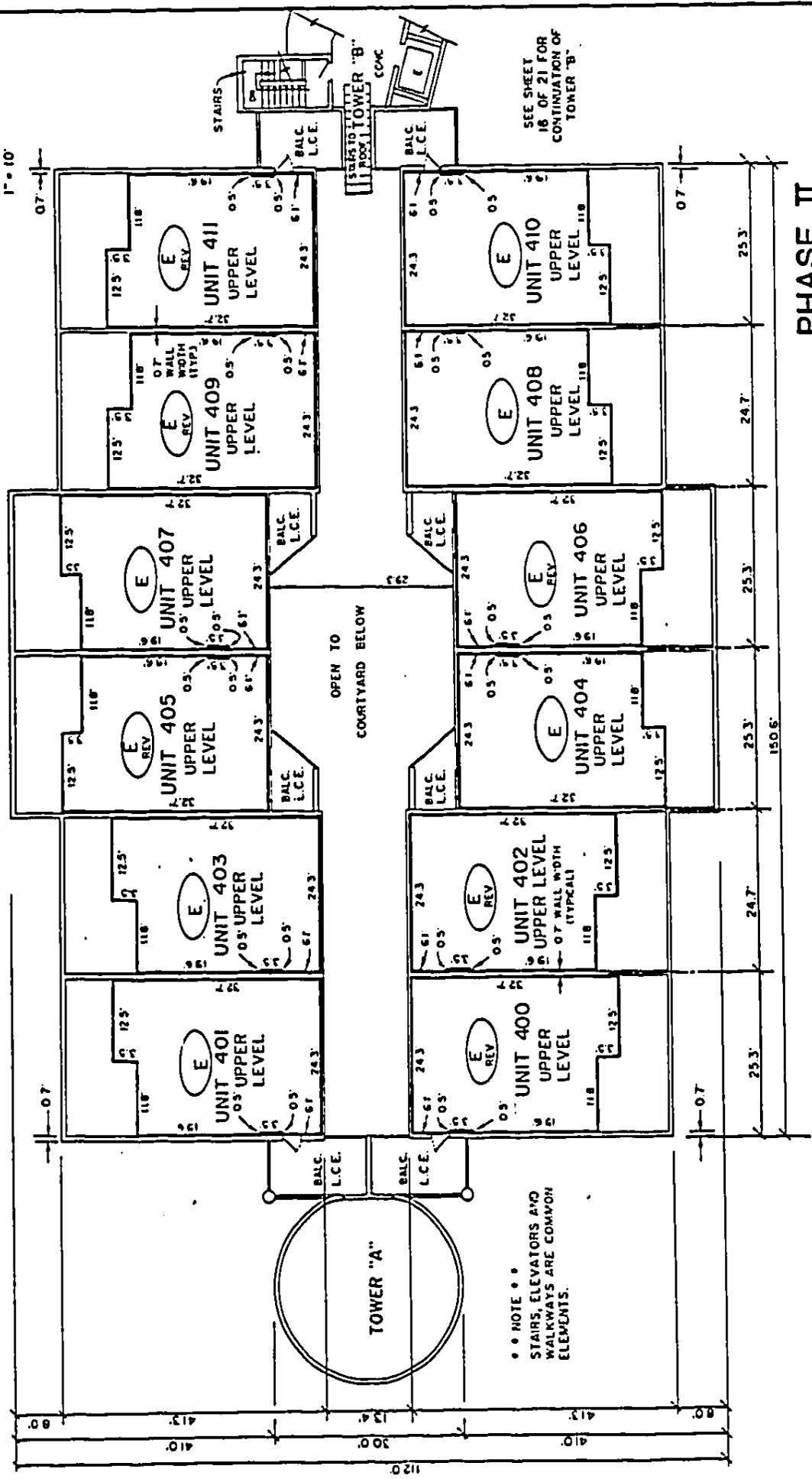
CONDOMINIUM FLOOR PLAN PAGE

SHEET 10 OF 21

BOB WYMER, LUIS B. BARRA, INC.  
 Consulting Engineers and Architects  
 1341 McGraw Blvd., Suite 800  
 Fort Lauderdale, Florida 33304

SCALE  
 1" = 10'

- C REV INDICATES UNIT TYPE C - REVERSED
- S INDICATES STORAGE
- E INDICATES ELEVATOR
- L.C.E. INDICATES LIMITED COMMON ELEMENT
- BALC. INDICATES BALCONY
- TR INDICATES TRASH CHUTE ROOM
- CONC. INDICATES CONCRETE



• • NOTE • •  
 STAIRS, ELEVATORS AND  
 WALKWAYS ARE COMMON  
 ELEMENTS.

SEE SHEET  
 16 OF 21 FOR  
 CONTINUATION OF  
 TOWER "B"

FIFTH LEVEL

PHASE II

JOB NO. 0002876  
 DRAWN BY J. K. JONES  
 FILE NO. 15-T-1-R1  
 3-47-24

OR 2259 P64 560

# SANTA MARIA II

## A CONDOMINIUM

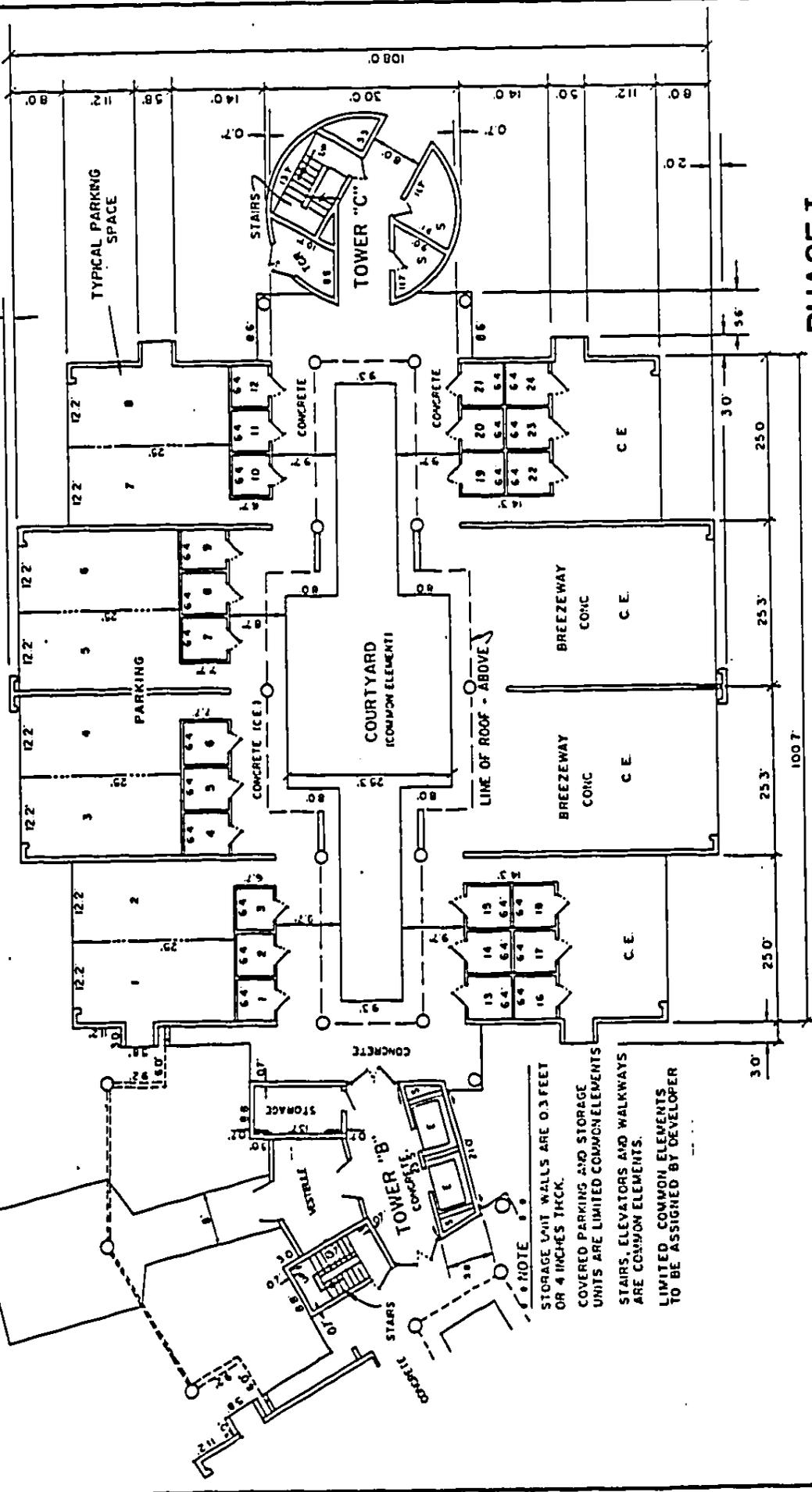
CONDOMINIUM FLAT BOOK PAGE

SHEET II OF 21

- S INDICATES STORAGE
- E INDICATES ELEVATOR
- TCR INDICATES TRASH CHUTE ROOM
- CONC. INDICATES CONCRETE
- C.E. INDICATES COMMON ELEMENT

BOB WITKOW, LUTZ & BERNI, INC.  
 CONSULTING ENGINEERS AND ARCHITECTS  
 13211 13th Avenue, Suite 333  
 San Diego, California 92131

SCALE  
 1" = 10'



NOTE:  
 STORAGE UNIT WALLS ARE 0.3 FEET  
 OR 4 INCHES THICK.  
 COVERED PARKING AND STORAGE  
 UNITS ARE LIMITED COMMON ELEMENTS  
 STAIRS, ELEVATORS AND WALKWAYS  
 ARE COMMON ELEMENTS.  
 LIMITED COMMON ELEMENTS  
 TO BE ASSIGNED BY DEVELOPER

PHASE I

JOB NO. 0002876  
 DRAWN BY M. JAYES  
 FILE NO. 15-1-81  
 3-47-24

SANTA MARIA II

PARKING LEVEL

OR 259 Pg 4561

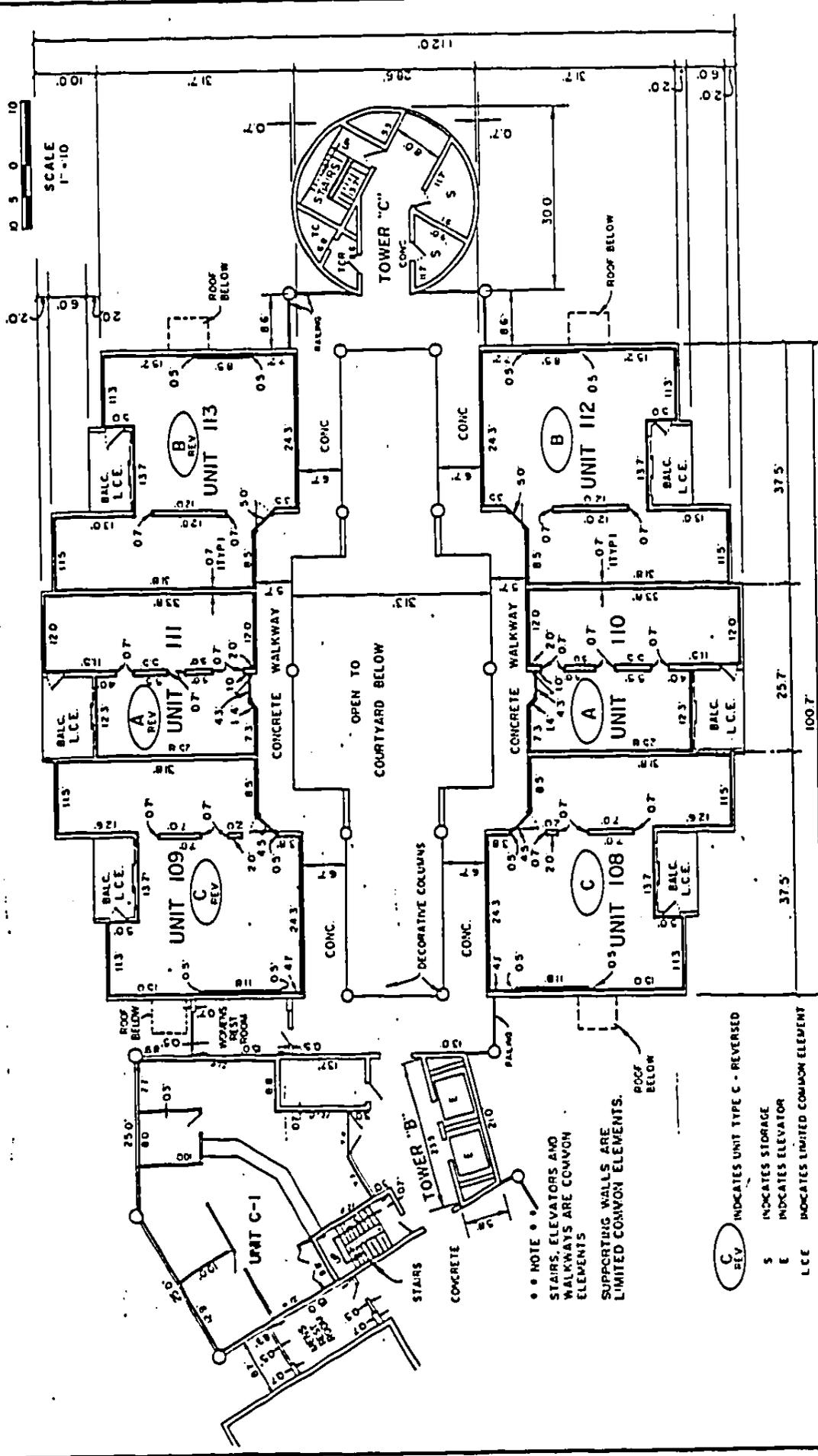
# SANTA MARIA II

## A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

SHEET 12 OF 21

Ben, Whelan, Lutz & Barnes, Inc.  
 Consulting Engineers and Architects  
 1101 Michigan Ave., San Francisco, California 94104  
 Tel: (415) 774-1111



NOTE  
 STAIRS, ELEVATORS AND WALKWAYS ARE COMMON ELEMENTS  
 SUPPORTING WALLS ARE LIMITED COMMON ELEMENTS.

- C REV INDICATES UNIT TYPE C - REVERSED
- S INDICATES STORAGE
- E INDICATES ELEVATOR
- L.C.E. INDICATES LIMITED COMMON ELEMENT
- BALC INDICATES BALCONY
- T.C.R. INDICATES TRASH CHUTE ROOM
- CONC INDICATES CONCRETE

PHASE I

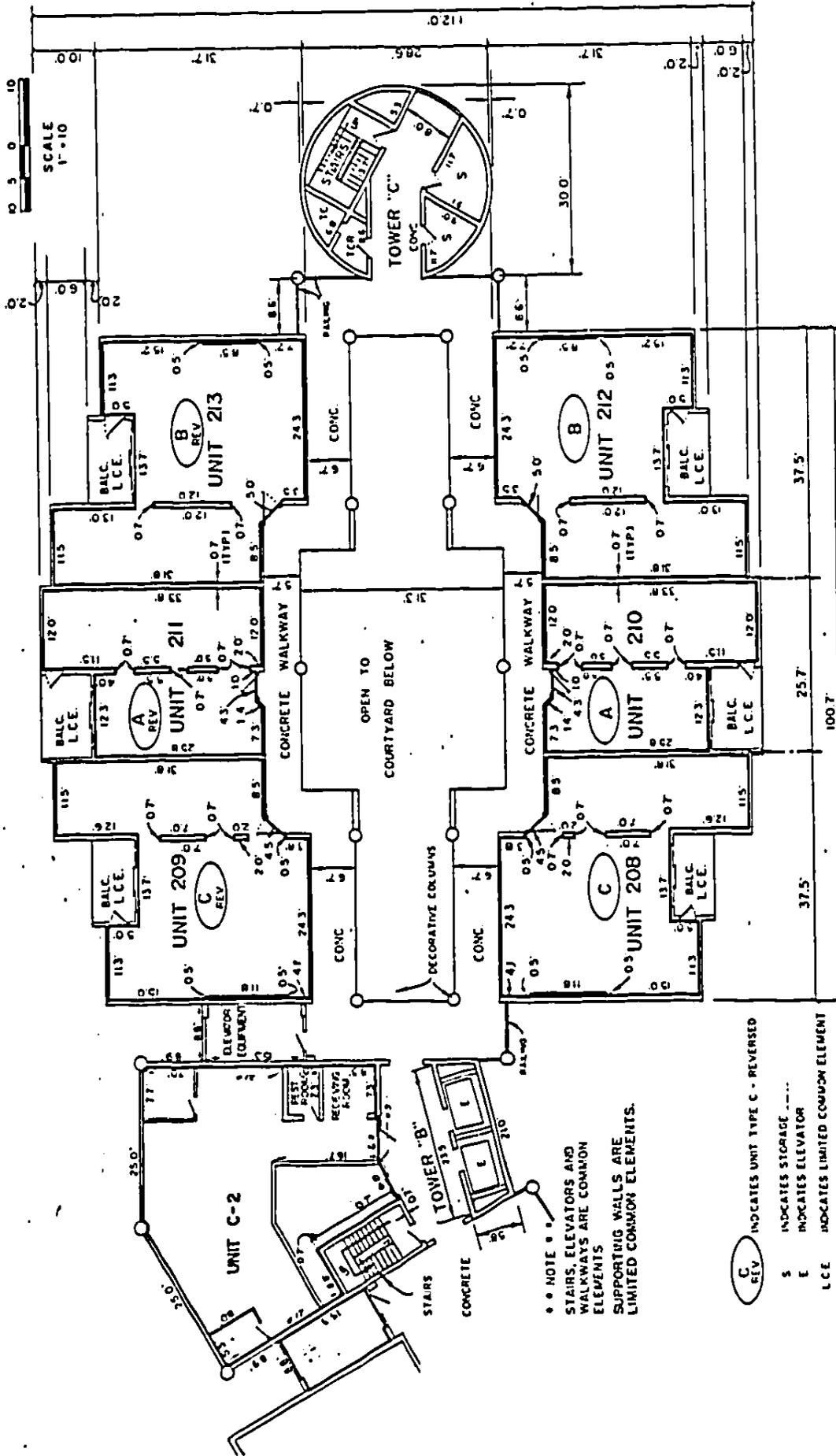
FIRST LEVEL

JOB NO 0002876 DRAWN BY K. HAYES DATE 15-3-81  
 3-27-74

SANTA MARIA II

OR2259 Pg4562

Blm. Whelan, Lutz & Barnes, Inc.  
 Civil Engineers and Surveyors  
 1101 McGowan Blvd., Suite B, 10311-0331  
 Fort Worth, Texas 76119



•• NOTE ••  
 STAIRS, ELEVATORS AND  
 WALKWAYS ARE COMMON  
 ELEMENTS  
 SUPPORTING WALLS ARE  
 LIMITED COMMON ELEMENTS.

- (C) INDICATES UNIT TYPE C - REVERSED
- (E) INDICATES STORAGE
- (E) INDICATES ELEVATOR
- (LCE) INDICATES LIMITED COMMON ELEMENT
- (BALC) INDICATES BALCONY
- (TCR) INDICATES TRASH CHUTE ROOM
- (CONC) INDICATES CONCRETE

PHASE I

JOB NO. 0002876  
 DRAWN BY M. HAYES  
 PREPARED BY 3-47-24

SANTA MARIA II

SECOND LEVEL

OR 2259 P4 56.3



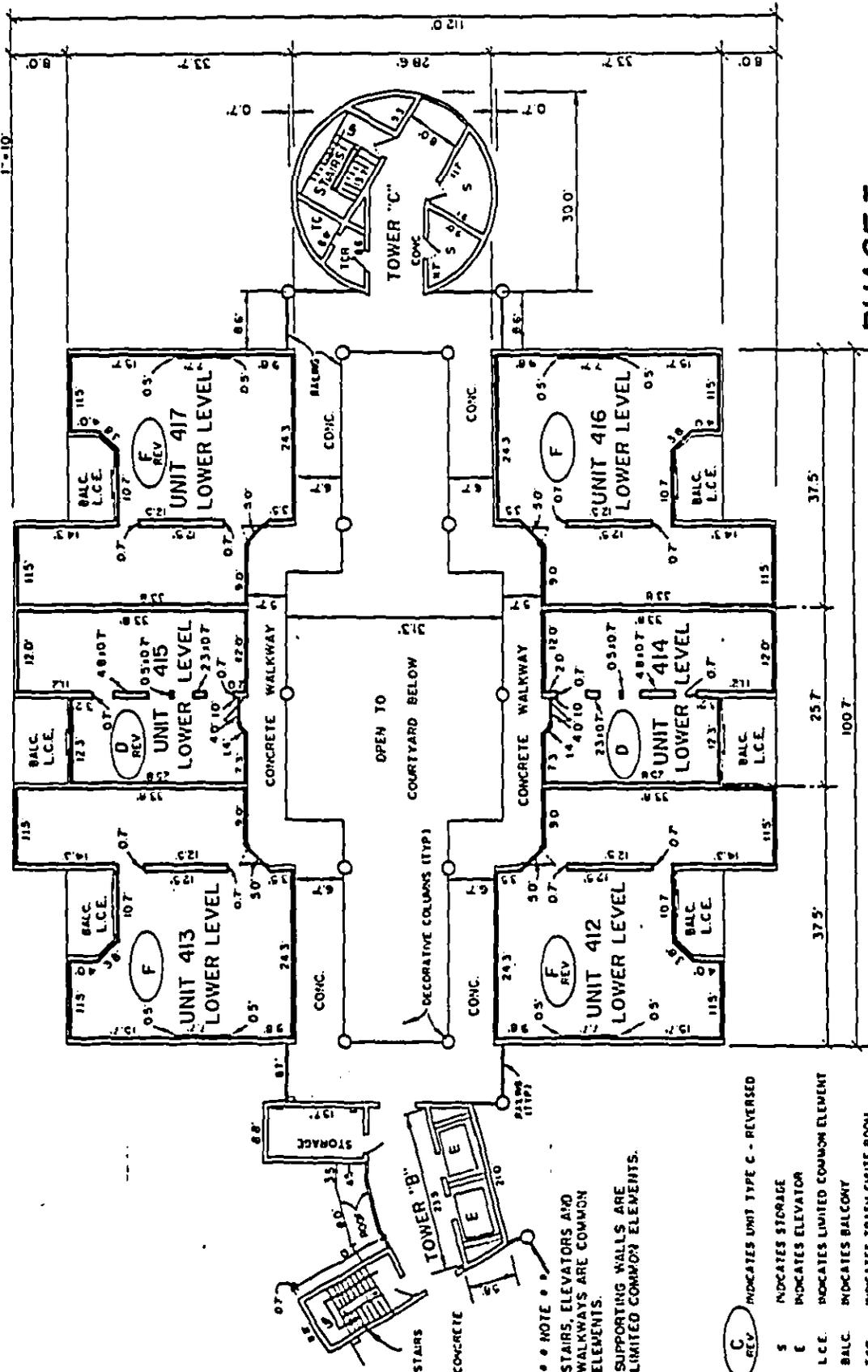
# SANTA MARIA II

## A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

SHEET 15 OF 21

Born, Whittier, Calif. & General, Inc.  
 Consulting Engineers and Surveyors  
 12401 Wilshire Blvd., Suite B, Los Angeles, California 90025  
 Telephone: (213) 411-1331



• • NOTE • •  
 STAIRS, ELEVATORS AND WALKWAYS ARE COMMON ELEMENTS.  
 SUPPORTING WALLS ARE LIMITED COMMON ELEMENTS.

- C** REV INDICATES UNIT TYPE C - REVERSED
- S INDICATES STORAGE
- E INDICATES ELEVATOR
- L.C.E. INDICATES LIMITED COMMON ELEMENT
- BALC. INDICATES BALCONY
- TCR INDICATES TRASH CHUTE ROOM
- CONC. INDICATES CONCRETE

FOURTH LEVEL

PHASE I

JOB NO. CDD2876 DRAWN BY K. JAMES FILE NO. 15-T-RT 3-47-24  
 SANTA MARIA II

OR 2259 Pg 4, 565

# SANTA MARIA II

## A CONDOMINIUM

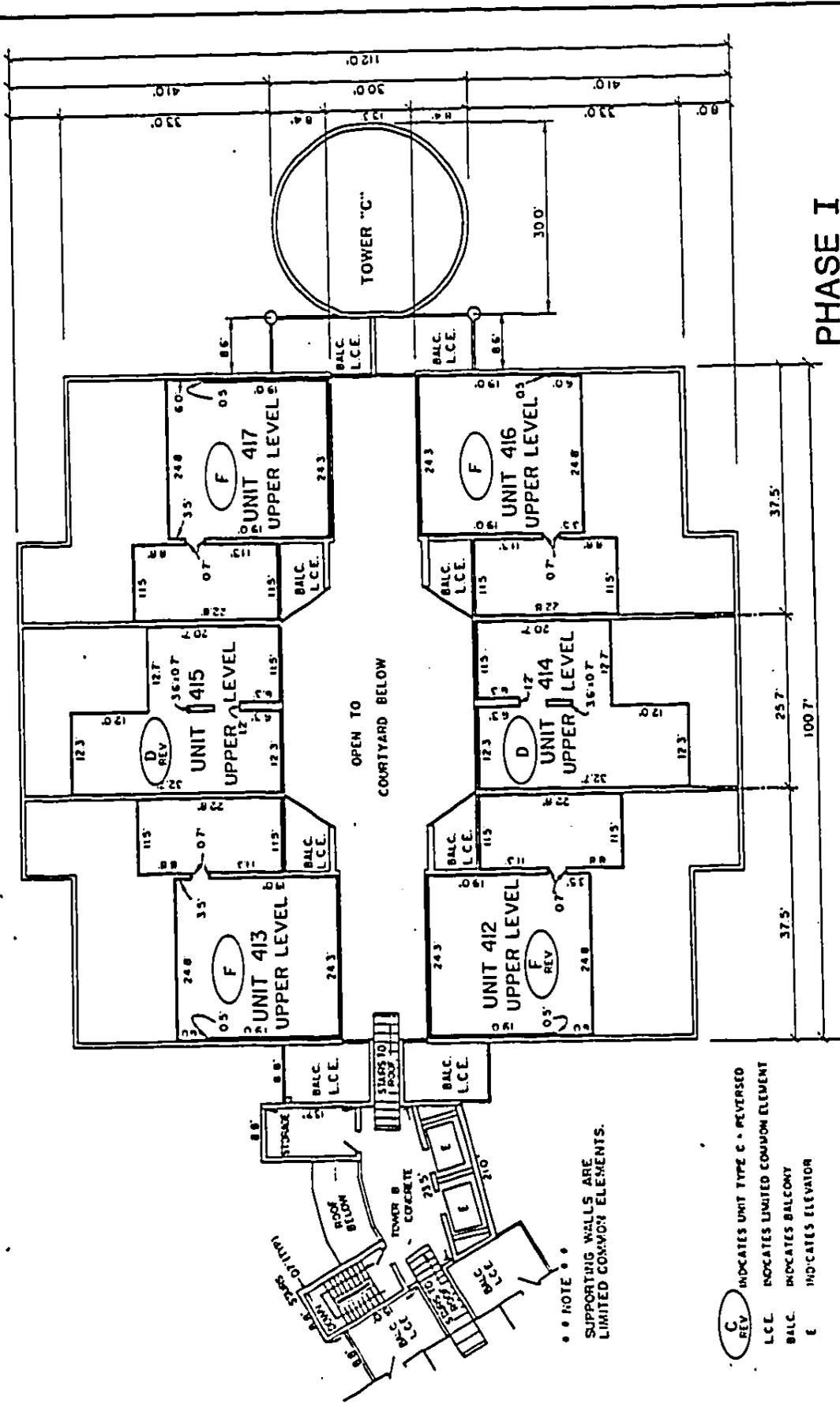
CONDOMINIUM PLAT BOOK

PAGE

SHEET 16 OF 21

Burn, Whigham, Lotz & Barnes, Inc.  
 Consulting Engineers & Architects  
 11411 McGowan Drive, Suite 335  
 Dallas, Texas 75243

SCALE  
 1"=10'



NOTE  
 SUPPORTING WALLS ARE LIMITED COMMON ELEMENTS.

C REV INDICATES UNIT TYPE C - REVERSED  
 L.C.E. INDICATES LIMITED COMMON ELEMENT  
 BALC. INDICATES BALCONY  
 E INDICATES ELEVATOR

PHASE I

FIFTH LEVEL

JOB NO. 0002876  
 DRAWN BY K. JAMES  
 FILE NO. 15-T-91  
 3-47-24  
 SANTA MARIA II

OR 2259 P4 566

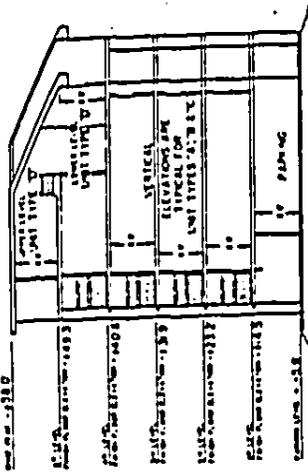
# SANTA MARIA II

## A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

SHEET 17 OF 21

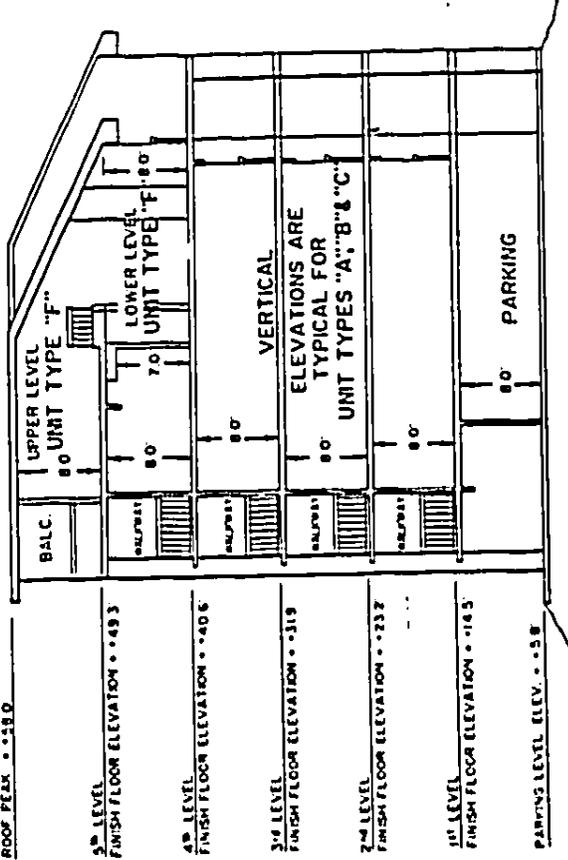
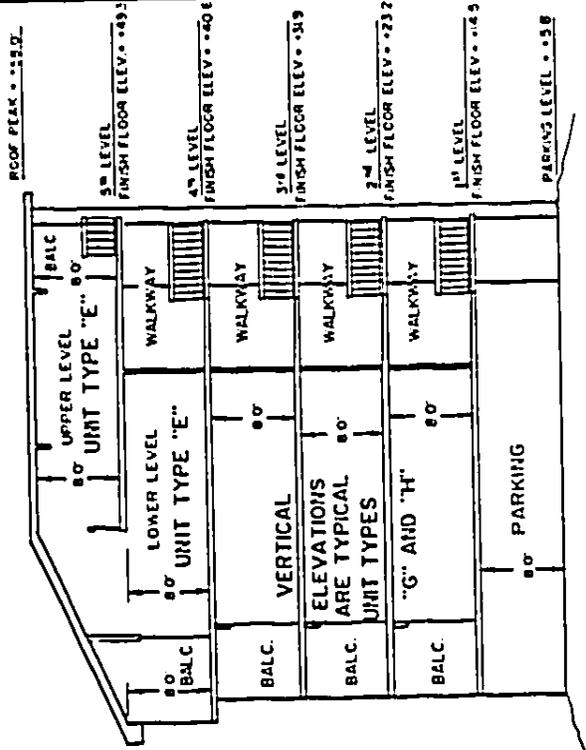
BOB WINDMILL, LITE & BROS., INC.  
 CONSULTING ENGINEERS AND SURVEYORS  
 1941 Michigan Blvd., Suite 8, 48101-1331  
 Detroit, Michigan 48206-3335



• • NOTE • •

FOURTH FLOOR UNITS HAVE CATHEDRAL CEILINGS.  
 CEILING HEIGHTS IN BATHROOMS, KITCHEN, BATHS  
 AND CLOSETS MAY BE 7.0 FEET.

SEE SHEETS 18 THROUGH 21 OF 21 FOR  
 INDIVIDUAL FLOOR PLANS.



UNIT BOUNDARY ELEVATIONS:  
 VERTICAL LIMITS  
 (NOT TO SCALE)

JOB NO.	DRAWN BY	DATE
00000000	K...ES	15-1-81
9182876		3-47-24

SANTA MARIA II

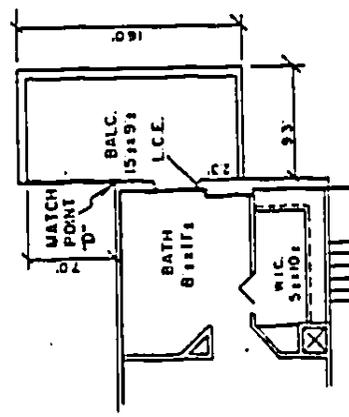
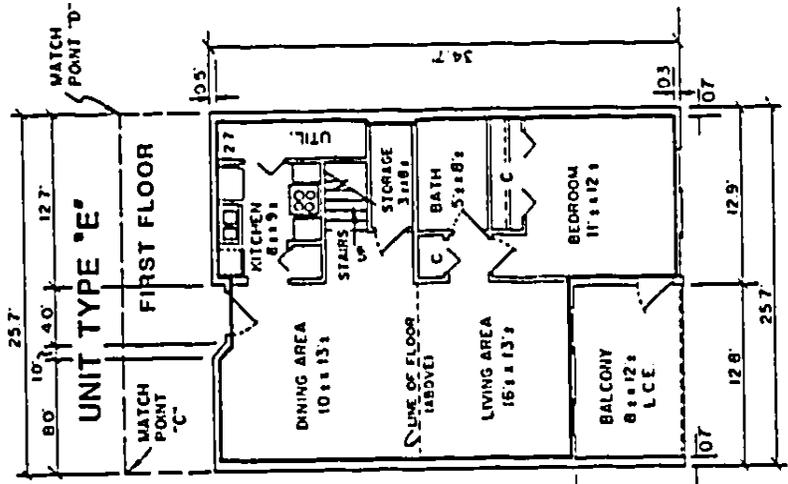
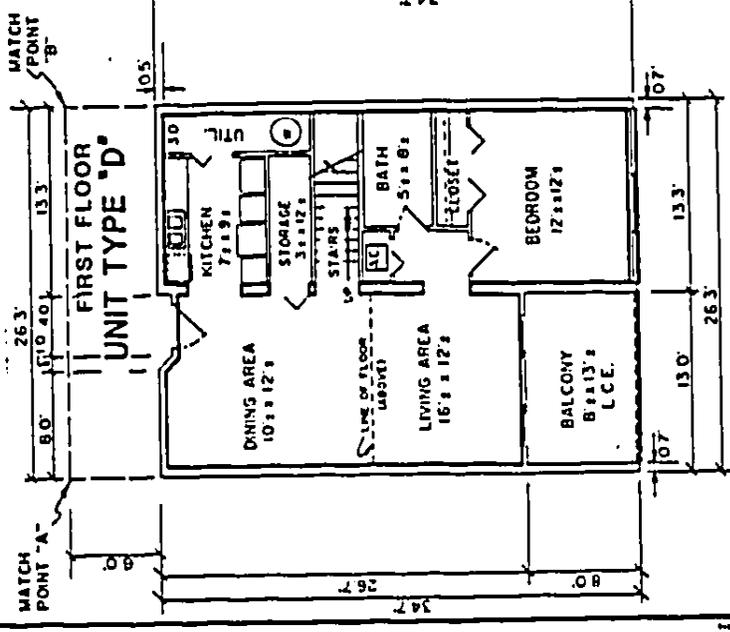
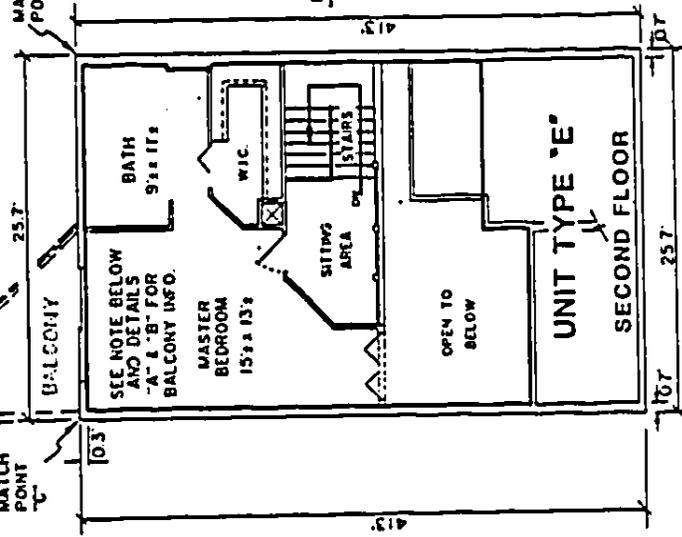
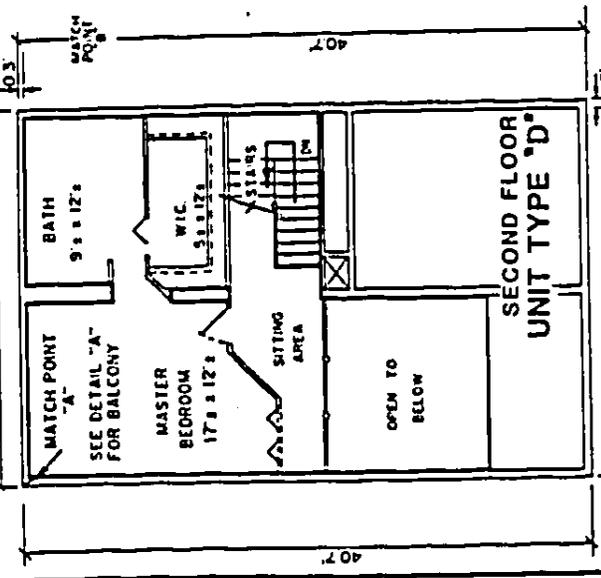
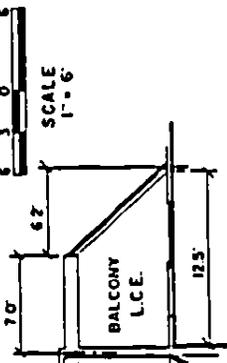
OR 2259 P64567



# SANTA MARIA II

SHEET 19 OF 21

BOB WYMER, LTD. & ASSOC., INC.  
 CONSULTING ENGINEERS AND ARCHITECTS  
 13441 McGowan Blvd., Suite 600, 48151-1331  
 Farmington Hills, Michigan 48334



... NOTES ...

SEE SHEETS 6 THROUGH 16 OF 21 FOR BALCONY CONFIGURATION AND UNIT DIMENSIONS

UNITS ARE AS SHOWN OR REVERSED.

## FLOOR PLANS

JOB NO. 0002876  
 DRAWN BY K-HAYES  
 FILE NO. IS-T-RI  
 3-27-74

SANTA MARIA II

OR 259 Pg 4569

# SANTA MARIA II

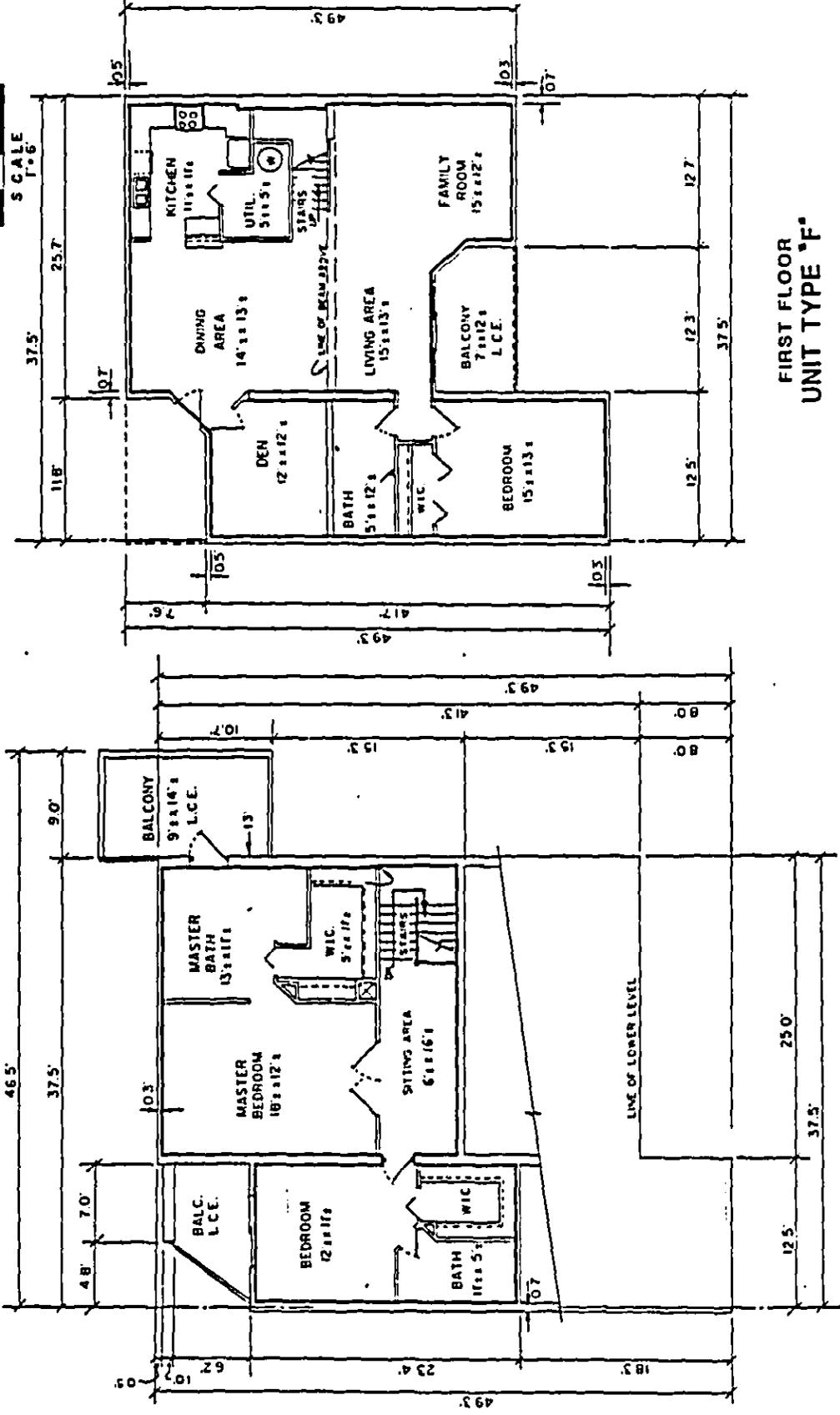
## A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

SHEET 20 OF 21

BOYD, WHITMAN, LUTZ & BARNES, INC.  
 Consulting Engineers and Surveyors  
 43401 Macomber Blvd., Suite 600, San Diego, California 92121  
 Tel: 619/454-1234 Fax: 619/454-3333

SCALE  
 1" = 6'



FIRST FLOOR  
 UNIT TYPE "F"

- TYPICAL AS SHOWN OR REVERSED

SECOND FLOOR  
 UNIT TYPE "F"

- TYPICAL AS SHOWN OR REVERSED

### FLOOR PLANS

JOB NO. 0002876  
 DRAWN BY K. HAYES  
 FILE NO. 15-T-01  
 3-47-24

SANTA MARIA II

DR2259 P64570

# SANTA MARIA II

## A CONDOMINIUM

CONDOMINIUM FLAT BOOK PAGE

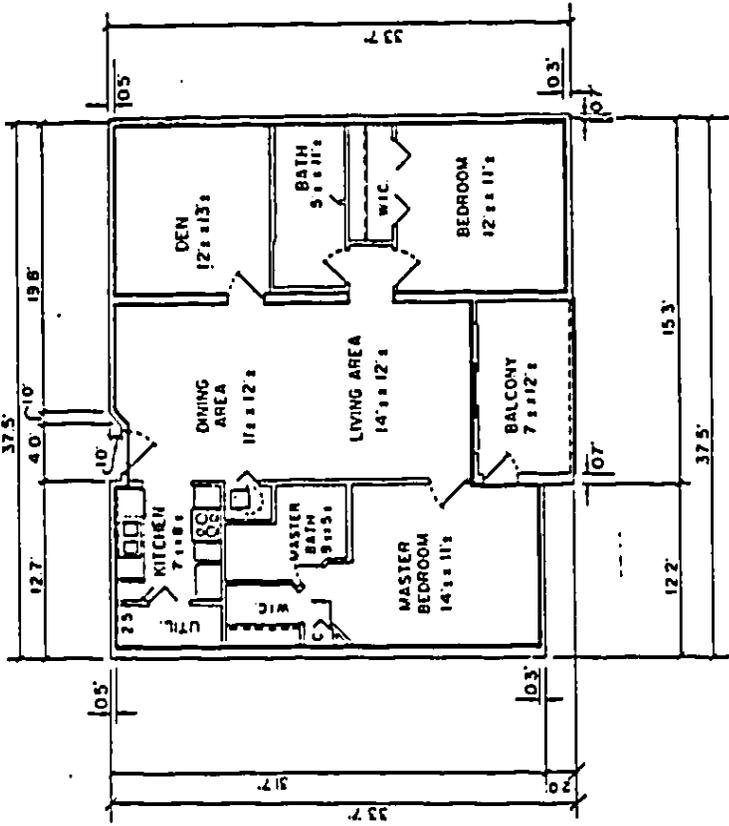
SHEET 21 OF 21

BOB WILSON, Lutz & Burns, Inc.  
 Consulting Engineers and Surveyors  
 13141 McGowan Blvd., Suite 8 (1831) 481-1331  
 Fort Myers, Florida 33919



### UNIT TYPE 'H'

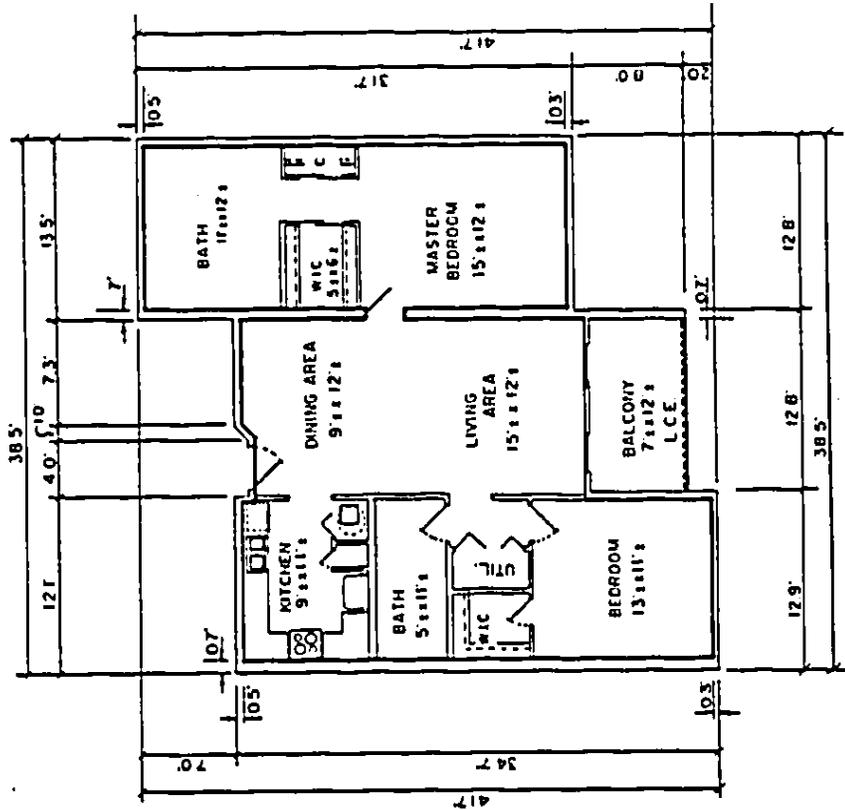
- TYPICAL AS SHOWN OR REVERSED



### UNIT TYPE 'G'

- TYPICAL AS SHOWN OR REVERSED

- NOTES
- SEE SHEETS 6 THROUGH 16 OF 21 FOR UNIT DIMENSIONS.
  - Ceiling heights are typically 8' high.
  - Ceiling heights in bathrooms, kitchen and closets are 7' high.
  - Fourth floor units have cathedral ceilings. See sheet 17 of 21 for vertical limits.



### FLOOR PLANS

JOB NO	DRAN BY	DATE
0002876	1-1-15	15-1-11
		3-47-24

SANTA MARIA II

OR2259 P44571

EXHIBIT "C"  
RULES AND REGULATIONS  
FOR SANTA MARIA II, A CONDOMINIUM

1. Parking spaces shall be utilized only for private vehicles generally recognized as cars, vans under 20 ft. long and pickup trucks.

2. Use of the common elements will be in such manner as to respect the rights of other unit owners.

3. No radio or television antenna or any wiring for any purpose may be installed on the exterior of the buildings.

4. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside of the premises or building or on any common element without the prior written consent of the Association, provided, however, that the Developer reserves the right to maintain a sign on the common elements so long as it has any unsold units.

5. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

6. All stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. No washlines of any kind will be maintained outside Owner's Unit. No unit owner shall discard or permit to fall any items from the windows of the premises, nor shall they place or permit to be placed any foreign objects in the hallways, stairways and other common elements.

7. All common areas inside and outside the building will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction.

8. Outside servants and domestic help of unit owners shall not gather or lounge in the common areas.

9. All residential units shall be used for residential purposes only.

10. The flooring of all units shall be carpeted, except the bathrooms, dining rooms, balconies and kitchens. All carpets shall be medium to heavy carpet and pad.

11. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of receptacles approved by the Association or other modes of disposition as may be designated by the Developer or Association.

12. Pets. Pets are not allowed.

13. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends, servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of other owners or their tenants.

14. There shall be no restriction as to the minimum age of children who may live in or visit the condominium. It is well recognized that children, particularly young children, may become a source of annoyance to adults. For this reason the activities and behavior of all children when upon the condominium property shall be regulated by an adult, including physical supervision

OR 2259 Pg 4572

where necessary. The Administrators or their designated representative shall at all times have the authority to reasonably require that the owner, lessee, guest or other adult who is responsible for a particular child remove him/her from any common area if the child's conduct is such that they believe this action is necessary.

15. Leasing or renting of the unit by a unit owner shall be as permitted and subject to the provisions of the Condominium Declaration.

The foregoing regulation shall not apply to the Developer.

16. Unit owner must maintain in good condition and repair his unit and all internal surfaces within or surrounding his unit; and maintain and repair the fixtures therein and promptly pay for or cause to be paid any utilities which are metered separately to his unit.

17. A unit owner may neither make nor cause to be made any structural addition or alteration to the unit or to the common elements without the written approval of the Association.

18. The Developer, or in its stead, the Association, may retain a pass key to the premises. No unit owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association or the Association's Agent. In case such consent is given, the unit owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the premises.

19. All window curtains or draperies used on window casings which are visible from the exterior of the premises shall be covered by white lining or shall be of a neutral color.

20. No unit owner shall make repairs, remodel or alter his unit in any way, in any manner which will affect the appearance of the exterior of the building without the approval of the Association; provided that this limitation shall not apply to the Developer.

21. No unit owner shall ignite or permit to be ignited any fire, charcoal cooker, wood burner, or other similar device within the confines of his unit, or any common area, except in such ground floor level common areas as may be provided from time to time for such purposes.

22. Employees of the Association shall not be sent off the Condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

23. Complaints regarding the service of the Condominium shall be made in writing to the Board of Administration of the Association.

24. Payments of maintenance fees shall be made at such place as the Board of Administration may direct. Payments made in the form of checks shall be made to the order of the Association or to such other party as the Board of Administration may from time to time direct.

25. The Board of Administration of the Association reserves the right to make additional Rules and Regulations or to alter these rules and regulations as may be required from time to time, without consent of the Condominium Association and its members. These additional rules and regulations shall be as binding as all other rules and regulations previously adopted.

26. No condominium unit shall be occupied by more than the number of people it is designed for.

27. The recreation facilities serving the condominium are owned by Santa Maria Master Association, Inc., (the Master Association) and the use of such recreational facilities shall be subject to such rules and regulations as may be imposed from time to time by the Master Association.

OR 2259 pg 4574

**EXHIBIT "D"**  
**HAS BEEN INTENTIONALLY**  
**LEFT BLANK**

# State of Florida



Department of State

OR 2259 PGL 576

I certify that the attached is a true and correct copy of the Articles of Incorporation of SANTA MARIA II CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on November 14, 1989, as shown by the records of this office.

The document number of this corporation is N35185.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
14th day of November, 1989.



CR2E022 (8-89)

*Jim Smith*  
Jim Smith  
Secretary of State

EXHIBIT "E"

EXHIBIT "E"

ARTICLES OF INCORPORATION OF  
SANTA MARIA II CONDOMINIUM ASSOCIATION, INC.  
(A Corporation Not For Profit)

In order to form a non-profit corporation in accordance with the laws of the State of Florida, we, the undersigned, hereby associate ourselves into a corporation for the purposes hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

DEFINITIONS

As used herein, or elsewhere in the condominium documents, the terms used shall be defined as set out in Chapter 718, Florida Statutes, 1988, the Condominium Act, hereinafter referred to as the Act. All other definitions not reflected in the Act shall be set out in the body of these condominium documents. Any definitions in the condominium documents shall prevail and govern the interpretation of this document.

ARTICLE I  
NAME, INITIAL REGISTERED OFFICE

The name of this corporation shall be SANTA MARIA II CONDOMINIUM ASSOCIATION, INC. The mailing address and street address of the initial registered office for this corporation is 6100 Estero Boulevard, Fort Myers Beach, Florida 33931 and the name of its initial registered agent at such address is Larry A. Echols.

ARTICLE II  
PURPOSE

This corporation is created to be the Association for SANTA MARIA II, a Condominium. This condominium is constructed upon real property located in Lee County, Florida.

This corporation will undertake the performance of, and carry out the acts and duties incident to the administration, operation and management of the condominium in accordance with the terms, provisions, conditions, and authority contained in these Articles of Incorporation and in the Declaration, By-Laws and the Act. This corporation may own, operate, lease, sell, trade and otherwise deal with the condominium property, in whatever manner may be necessary or convenient to accomplish the proper administration of this condominium.

ARTICLE III  
POWERS

The powers of this corporation shall include and be governed by the following provisions:

1. The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the condominium documents and the Act.
2. The corporation shall have all the powers of condominium associations under and pursuant to the Act, and shall have all of the powers reasonably necessary to implement the purposes of the corporation, including but not limited to, the following:
  - A. To make, establish, and enforce reasonable rules and regulations governing the use of units, common elements, limited common elements, and condominium property;

B. To make, levy, and collect assessments against unit owners; to provide the funds to pay for common expenses of each building and other improvements within the condominium as is provided in the condominium documents and the Act, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the corporation;

C. To maintain, repair, replace, and operate the condominium property;

D. To reconstruct improvements within the condominium property in the event of casualty or other loss;

E. To enforce the provisions of the condominium documents.

#### ARTICLE IV MEMBERS

The qualifications of members, the manner of admission to membership, the termination of such membership, and voting by members shall be as follows:

1. The owners of all apartment units in the condominium shall be members of this corporation, and no other persons or entities shall be entitled to membership.

2. Membership shall be established by the acquisition of title to a unit in the condominium. Membership shall be automatically terminated when a unit owner divests himself of or transfers title to his unit.

3. The share of a member in the funds and assets of this corporation, and membership in this corporation cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to a unit.

4. The owners of all of the units in the condominium are referred to herein as the "Membership".

5. Until the condominium property is formally submitted to condominium ownership, the Membership of this corporation shall be comprised of the subscribers to these Articles. In the event of the resignation or termination of Membership of any such subscriber, the remaining subscribers may nominate and designate a successor subscriber. Each of these subscribers and their successors shall be entitled to cast one vote on all matters upon which the Membership is entitled to vote. When the condominium property is formally submitted to condominium ownership, the Developer shall exercise the Membership rights of a unit until title to the unit is transferred.

#### ARTICLE V TERM

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

#### ARTICLE VI SUBSCRIBERS

The names and street addresses of the subscribers to these Articles are as follows:

Larry A. Echols  
Echols, Cotter & Shenko  
6100 Estero Boulevard  
Port Myers Beach, Fl. 33931

**ARTICLE VII**  
**BOARD OF ADMINISTRATION**

The affairs of the corporation will be managed by a Board consisting of no less than three (3) and no more than seven (7) administrators determined by the By-Laws. The administrators on the Board of Administration need not be members of the corporation.

Subsequent administrators of the corporation shall be elected at the annual meeting of the members in the manner determined by the Bylaws. The administrators named in these Articles shall serve until the first election of administrators. All administrators shall have a fiduciary relationship to the unit owners. Any vacancies in their number occurring before the first election shall be filled by the remaining administrators.

The names and addresses of the administrators who shall hold office and serve until the first regular meeting of the Membership at which administrators are elected are as follows:

Daniel Belanger 1 Meadow Spring Ct. East Amhurst, NY 14051	Philip J. Bergeron 220 Lookout Place Suite 200 Maitland, Fl. 32751	Deborah A. Belanger 1 Meadow Spring Ct. East Amhurst, NY 14051
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**ARTICLE VIII OFFICERS**

1. The operations of the condominium Association, through the corporation, shall be by the Board of Administration. The Board of Administration shall elect officers for the Association. All officers of the Association shall have a fiduciary relationship to the unit owners. The Board of Administration or its Officers may employ a management company or any other such person or entity to perform the duties and functions of the Association.

2. The Board shall elect the President, Vice President, Secretary and Treasurer. One (1) person may hold more than one of these offices, except that the same person may not hold the offices of the President and Secretary. All of the officers shall be members of the Board of Administration.

**ARTICLE IX**  
**FIRST OFFICERS**

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

President	Daniel Belanger 1 Meadow Spring Ct. East Amhurst, NY 14051
Vice President	Philip J. Bergeron 200 Lookout Place, Suite 200 Maitland, Florida 32751
Secretary	Deborah A. Belanger 1 Meadow Spring Ct. East Amhurst, NY 14051
Treasurer	Patricia A. Bergeron 200 Lookout Place, Suite 200 Maitland, Florida 32751

**ARTICLE X**  
**BY-LAWS**

The By-Laws of the corporation shall be adopted by the first Board and thereafter may be altered, amended, or rescinded in the manner provided for by the By-Laws.

ARTICLE XI  
AMENDMENTS

1. Prior to the time that the Declaration is recorded, these Articles may be amended by an instrument in writing, signed by all the subscribers to these Articles. The instrument shall state the Article Number and the contents of the amendment. It shall be filed in the office of the Secretary of State of the State of Florida and a certified copy of each amendment shall be attached to these Articles and be recorded with the Declaration.

2. After the Declaration is recorded, these Articles may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the Notice of any meeting at which such proposed amendment is considered.

B. A resolution seeking the approval of a proposed amendment may be proposed by either the Board or the Membership, and, after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval of the other. Such approval must be by seventy-five (75%) percent of the members present at any meeting at which there is a quorum and such approval must be by sixty six and two-thirds (66 2/3%) percent of the members of the Board at a meeting at which there is a quorum.

C. Notwithstanding the foregoing provisions of this Article XI, no amendment to these Articles which shall abridge, amend, or alter the rights of the Developer may be adopted or become effective without the prior written consent of the Developer.

ARTICLE XII  
DIRECTORS-INDEMNIFICATION

(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith or in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. However, with respect to any action by or in the right of the corporation to procure a judgment in its favor, no indemnification shall be made in respect of any claim, issue, or matter as to which such person is adjudged liable for negligence or misconduct in the performance of his duty to the corporation unless, and only to the extent that, the court in which such action or suit was brought determines, on application, that despite the adjudication of liability, such person is fairly and reasonably entitled to indemnity in view of all the circumstances of the case. Any indemnification hereunder shall be made only on a determination by a majority of disinterested directors that indemnification is proper in the particular circumstances because the party to be indemnified has met the applicable standard of conduct. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification hereunder may be paid by the corporation in advance of the final disposition of any action, suit or proceeding on a preliminary determination that the director, officer, employee or agent met the

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C. Notwithstanding the foregoing provisions of this Article XI, no amendment to these Articles which shall abridge, amend, or alter the rights of the Developer may be adopted or become effective without the prior written consent of the Developer.

ARTICLE XII  
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(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith or in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. However, with respect to any action by or in the right of the corporation to procure a judgment in its favor, no indemnification shall be made in respect of any claim, issue, or matter as to which such person is adjudged liable for negligence or misconduct in the performance of his duty to the corporation unless, and only to the extent that, the court in which such action or suit was brought determines, on application, that despite the adjudication of liability, such person is fairly and reasonably entitled to indemnity in view of all the circumstances of the case. Any indemnification hereunder shall be made only on a determination by a majority of disinterested directors that indemnification is proper in the particular circumstances because the party to be indemnified has met the applicable standard of conduct. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification hereunder may be paid by the corporation in advance of the final disposition of any action, suit or proceeding on a preliminary determination that the director, officer, employee or agent met the

applicable standard of conduct and on receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it is ultimately determined that he is entitled to be indemnified by the corporation as authorized in this section.

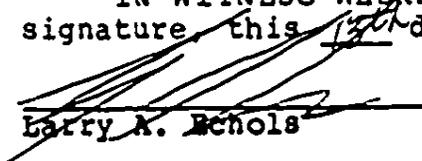
(b) the corporation shall also indemnify any director, officer, employee or agent who has been successful on the merits or otherwise, in defense of any action, suit or proceeding, or in defense of any claim, issue, or matter therein against all expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith, without the necessity of an independent determination that such director, officer, employee, or agent met any appropriate standard of conduct.

(c) The indemnification provided for herein shall continue as to any person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

(d) In addition to the indemnification provided for herein, the corporation shall have power to make any other or further indemnification, except an indemnification against gross negligence or wilful misconduct, under any resolution or agreement duly adopted by a majority of disinterested directors, or duly authorized by a majority of members.

(e) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the members, the corporation shall, not later than the time of delivery to the Members in written notice of the next annual meeting, unless such meeting is held within three months from the date of such payment, and in any event, within fifteen months from the date of such payment, deliver by mail to each member of record at the time entitled to vote for the election of directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigations or threatened litigation.

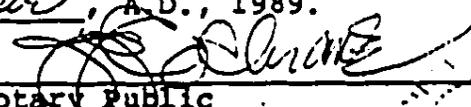
IN WITNESS WHEREOF, the subscribers have hereunto affixed their signature this 13th day of November, 1989.

  
Larry A. Echols

STATE OF FLORIDA  
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Larry A. Echols, well known to me to be the person described herein and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of November, A.D., 1989.

  
Notary Public

My Commission Expires:

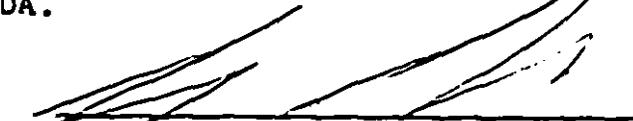
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT 30, 1990  
ELECTED UNDER GEN. STAT. 1987, 140.01



CERTIFICATION DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED;

FIRST, THAT SANTA MARIA II CONDOMINIUM ASSOCIATION, INC.,  
ORGANIZED AND QUALIFIED UNDER THE LAWS OF THE STATE OF FLORIDA,  
WITH ITS PRINCIPAL PLACE OF BUSINESS AT FORT MYERS BEACH, STATE  
OF FLORIDA, HAS NAMED LARRY A. ECHOLS, LOCATED AT 6100 ESTERO  
BOULEVARD, FORT MYERS BEACH, FLORIDA AT ITS AGENT TO ACCEPT  
SERVICE OF PROCESS WITHIN FLORIDA.

  
LARRY A. ECHOLS

Dated: 11/13/89

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE  
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,  
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO  
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER  
AND COMPLETE PERFORMANCE OF MY DUTIES.

  
LARRY A. ECHOLS

Dated: 11/13/89

EXHIBIT "F"

THE SANTA MARIA MASTER ASSOCIATION COVENANTS ARE RECORDED IN  
OFFICIAL RECORDS BOOK 2090, PAGES 1232 THROUGH 1269,  
INCLUSIVE, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT "G"

THE ESTERO BAY COVENANTS ARE RECORDED IN OFFICIAL RECORDS  
BOOK 1134, PAGES 1445 THROUGH 1459, INCLUSIVE, OF THE  
PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT "I"

**Bean, Whitaker, Lutz, Barnes, Inc.**

FORMERLY HOWELL F. DAVIS & ASSOCIATES

CONSULTING ENGINEERS AND SURVEYORS

13141 B MCGREGOR BOULEVARD  
FORT MYERS, FLORIDA 33919  
(813) 481-1331

1325 D DEL PRADO BOULEVARD  
CAPE CORAL, FLORIDA 33909  
(813) 772-1331

PLEASE REPLY TO  
FORT MYERS OFFICE

BWL B  
Z

Description of a Parcel of Land  
Lying in  
Section 3, T-47-S, R-24-E  
Lee County, Florida  
(Santa Maria II Condominium - Phase I)

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard (State Road S-865), said intersection being the Point of Beginning; thence N18°34'20"W along said easterly right-of-way line for 65.00 feet; thence N71°25'40"E for 71.31 feet; thence S38°50'42"E for 74.46 feet; thence N89°11'00"E for 95.60 feet; thence N00°49'00"W for 147.45 feet to a concrete seawall; thence N85°12'41"E along said seawall for 146.08 feet; thence N69°17'40"E for 61.08 feet; thence N18°08'45"E for 7.47 feet; thence S71°51'15"E for 115.00 feet; thence S32°53'22"E for 42.97 feet; thence S32°47'10"W for 80.00 feet; thence N89°11'00"E parallel with and 70.00 feet north of the south line of Government Lot 2 for 195.00 feet to a concrete seawall; thence S20°11'25"E along said seawall for 3.82 feet to the intersection with a concrete seawall; thence N79°12'48"E along said seawall for 27.56 feet; thence S20°08'40"E for 75.42 feet to the south line of Government Lot 2; thence S89°11'00"W along the south line of Government Lot 2 for 730.82 feet to the Point of Beginning.

Said parcel contains 1.90 acres, more or less.

Said parcel subject to all easements, rights-of-way and restrictions of record.

Bearings are based on the easterly right-of-way line of State Road S-865 as bearing N18°34'20"W.

EXHIBIT "I"  
**Bean, Whitaker, Lutz, Barnes, Inc.**  
 FORMERLY HOWELL F. DAVIS & ASSOCIATES  
 CONSULTING ENGINEERS AND SURVEYORS

13141 B MCGREGOR BOULEVARD  
 FORT MYERS, FLORIDA 33919  
 (813) 481-1331

1325 D DEL PRADO BOULEVARD  
 LAKE COHAL, FLORIDA 33901  
 (813) 772-1331

PLEASE REPLY TO  
 FORT MYERS OFFICE

Description of a Parcel of Land  
 Lying in  
 Section 3, T-47-S, R-24-E  
 Lee County, Florida  
 (Santa Maria II Condominium - Phase II)

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard (State Road S-865); thence N89°11'00"E along the south line of Government Lot 2 for 730.82 feet; thence N20°08'40"W for 75.42 feet to a concrete seawall; thence S79°12'48"W along said seawall for 27.56 feet; thence N20°11'25"W along said seawall for 3.82 feet to the Point of Beginning; thence continue N20°11'25"W along said seawall for 351.68 feet to the intersection with a concrete seawall; thence S87°36'52"W along said seawall for 100.88 feet; thence S18°08'45"W for 199.41 feet; thence S71°51'15"E for 115.00 feet; thence S32°53'22"E for 42.97 feet; thence S32°47'10"W for 80.00 feet; thence N89°11'00"E parallel with and 70.00 feet north of the south line of Government Lot 2 for 195.00 feet to the Point of Beginning.

Said parcel contains 1.25 acres, more or less.

Said parcel subject to all easements, rights-of-way and restrictions of record.

Bearings are based on the easterly right-of-way line of State Road S-865 as bearing N18°34'20"W.

CS/AT  
 32-II

September 6, 1990

25702

BWL/B  
 Z

EXHIBIT "J"

APPORTIONMENT OF OWNERSHIP & SHARING OF COMMON EXPENSES

The percentage of ownership of each unit in the common elements of the condominium as each phase is added shall be as follows:

Phase 1 only:

24 Residential Units.....	1/25th
2 Commercial Units.....	1/50th

Phase 1 and 2:

60 Residential Units.....	1/61st
2 Commercial Units.....	1/122nd

The unit owners will share in the common expenses in the same proportionate share that they share in the ownership of the common elements.

## EXHIBIT "K"

## POOL AREA

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard; thence N 89°11'00" E along said south line for 320.76 feet; thence N 00°49'00" W for 181.56 feet; thence N 85°12'41" E for 14.56 feet to the point of beginning of the herein described parcel; thence N 69°17'40" E for 61.08 feet; thence N 18°08'45" E for 206.88 feet; thence S 87°36'52" W for 190.48 feet; thence S 18°06'31" E for 221.22 feet to the point of beginning.

RULES AND REGULATIONS FOR  
RECREATIONAL AREA OF  
SANTA MARIA MASTER ASSOCIATION, INC.

1. Use of the recreational facilities will be in such manner as to respect the rights of other unit owners, and the Directors may regulate duration of play, hours of opening and closing and schedule their use.

All outside guests using the pool must be registered with the Manager or other designate of the Board of Directors prior to using the facilities and must be accompanied by the registered occupant of the unit during the usage.

2. During periods of heavy usage of the pool the Manager or other designate of the Board of Directors shall have the right to deny outside guests the use of the pool.

3. Pets are not permitted in the recreational area.

4. In no event shall children under the age of ten (10) years or children who can not swim be permitted in the pool area unaccompanied by an adult.

5. Use of barbeque grills shall only be allowed in areas designated as safe and appropriate by the Directors.

6. These rules and regulations shall apply equally to owners, their family, guests and lessees.

91 NOV 20 AM 10:13

## EXHIBIT "M"

## WATER AREA TO BOAT OWNERS ASSOCIATION

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Government Lot 2, Section 3, Township 47 South, Range 24 East, and further bounded and described as follows:

Starting at the intersection of the south line of said Government Lot 2 and the easterly right-of-way line of Estero Boulevard (State Road S-865); thence N 18°34'20" W along said easterly right-of-way line for 210.00 feet; thence N 89°11'00" E for 227.22 feet to a concrete seawall and the Point of Beginning; thence continue N 89°11'00" E for 78.62 feet; thence N 00°49'00" W for 193.03 feet; thence N 87°36'52" E for 27.75 feet to a concrete seawall; thence S 18°06'31" E along said seawall for 221.22 feet; thence S 85°12'41" W along said seawall for 164.36 feet; thence N 16°35'04" W along said seawall for 29.91 feet to the Point of Beginning.

Said parcel contains 15,070 square feet, more or less.

Said parcel subject to all easements, rights-of-way and restrictions of record.

Bearings are based on the easterly right-of-way line of State Road S-865 as bearing N 18°34'20" W.