

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.

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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

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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.

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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.

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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 preceding 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

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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.

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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

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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

OR2259 Pg4 550

SANTA MARIA II A CONDOMINIUM

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

CONDOMINIUM PLAT BOOK PAGE

SHEET 1 OF 21

SANTA MARIA II CONDOMINIUM - OVERALL
SANTA MARIA II CONDOMINIUM - PHASE I
SANTA MARIA II CONDOMINIUM - PHASE II

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 Zetero Boulevard (State Road 5-851), thence N89°11'00"W along the south line of said Government Lot 2 for 100.00 feet to a concrete seawall; thence S31°12'41"W along said seawall for 37.56 feet; thence S20°11'25"W along said seawall for 11.82 feet to the Point of Beginning; thence continue with a concrete seawall for 331.68 feet to the intersection with a concrete seawall; thence S87°35'32"W along said seawall for 100.89 feet; thence S32°53'22"E for 42.97 feet; thence S71°52'15"W for 80.00 feet; thence N85°11'00"E along 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 - 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 Zetero Boulevard (State Road 5-851), said intersection being the Point of Beginning; thence N89°11'00"W along said easterly right-of-way line for 100.00 feet; thence S31°12'41"W along said seawall for 37.56 feet; thence S20°11'25"W along said seawall for 11.82 feet to the Point of Beginning; thence continue with a concrete seawall for 331.68 feet to the intersection with a concrete seawall; thence S87°35'32"W along said seawall for 100.89 feet; thence S32°53'22"E for 42.97 feet; thence S71°52'15"W for 80.00 feet; thence N85°11'00"E along the south line of Government Lot 2; thence S89°11'00"W for 730.81 feet to the Point of Beginning.

Said parcel contains 3.15 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 Zetero Boulevard (State Road 5-851), said intersection being the Point of Beginning; thence N89°11'00"W along said easterly right-of-way line for 65.00 feet; thence S31°12'41"W along said seawall for 37.56 feet; thence S20°11'25"W along said seawall for 11.82 feet to the Point of Beginning; thence continue with a concrete seawall for 331.68 feet to the intersection with a concrete seawall; thence S87°35'32"W along said seawall for 100.89 feet; thence S32°53'22"E for 42.97 feet; thence S71°52'15"W for 80.00 feet; thence N85°11'00"E along the south line of Government Lot 2; thence S89°11'00"W along the south line of Government Lot 2 for 730.81 feet to the Point of Beginning.

Said parcel contains 1.90 acres, more or less.

SURVEYOR'S CERTIFICATION:

FOR ALL UNITS - I HEREBY CERTIFY THAT THE SURVEYING OF THIS CONDOMINIUM PLAT BOOK NO. 2, ARE NOT SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISION OF THE DECLARATION OF CONDOMINIUM IS NOT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE CONDOMINIUM UNITS AND OF EACH UNIT CANNOT BE DETERMINED FROM THESE MATERIALS.

WILLIAM S. LEAM, R.L.S.
FLORIDA CERTIFICATION NO. 3181
9-11-90

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

LEGAL DESCRIPTION - PHASING

BOOK 0008876 PAGE 18
FILE NO. 15-1-11-90
DATE 3-17-24

SANTA MARIA II

EXHIBIT "B"

OR 2259 PGL 551

SANTA MARIA II A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

SHEET 2 OF 21

Glen, William, Lutz & Bennett, Inc.
Civil Engineers and Surveyors
1141 McGowan Blvd., Suite 9, St. Petersburg, Florida 33716

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 3, 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 5-845), 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 S28°50'42"E for 74.46 feet; thence N89°11'00"E for 95.60 feet to the easterly line of said Government Lot 2; thence 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 N210°31' feet; thence N88°40'55"E for 407.78 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 22.37 feet; thence S18°08'45"W for 36.32 feet; thence S84°50'42"E for 48.00 feet; thence S89°11'00"W for 600.00 feet; thence S00°49'00"E for 48.00 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 5-845), thence N18°34'20"W along said easterly right-of-way line for 65.00 feet; thence N89°11'00"E for 227.22 feet to a concrete seawall; thence S16°35'04"E along said seawall for 25.91 feet; thence N85°12'41"E along said seawall for 18.28 feet to the Point of Beginning; thence continue N140°2'41"E along the said seawall for 146.08 feet; thence S69°17'40"W for 55.23 feet; thence easterly along the easterly line of said Government Lot 2 for 48.58 feet; thence S18°08'45"W for 36.32 feet; thence S84°50'42"E for 48.00 feet; thence S89°11'00"W for 146.17 feet; thence S00°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 5-845), 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 S28°50'42"E for 74.46 feet; thence N89°11'00"E for 95.60 feet to the easterly line of said Government Lot 2; thence 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 5-845), thence N18°34'20"W along said easterly right-of-way line for 65.00 feet; thence N89°11'00"E for 227.22 feet to a concrete seawall; thence S16°35'04"E along said seawall for 25.91 feet; thence N85°12'41"E along said seawall for 18.28 feet to the Point of Beginning; thence continue N140°2'41"E along the said seawall for 146.08 feet; thence S69°17'40"W for 55.23 feet; thence easterly along the easterly line of said Government Lot 2 for 48.58 feet; thence S18°08'45"W for 36.32 feet; thence S84°50'42"E for 48.00 feet; thence S89°11'00"W for 146.17 feet to the Point of Beginning.

INGRESS/EGRESS EASEMENT

BOOK NO. 0002876
PAGE NO. 96
DRAWN BY KJA/MS
DATE 3-47-24
FILE NO. 15-15-1-RI

SANTA MARIA II

OR 2259 Pg1,552

SANTA MARIA II A CONDOMINIUM

SHEET 4 OF 21

Bill, William, Lott & Burns, Inc.
Civil Engineers and Surveyors
1341 Harbor Blvd., Suite 203, Costa Mesa, CA 92626



NOTES

1. ALL DISTANCES ARE BASED ON THE EXISTING RIGHT-OF-WAY LINE OF STATE ROAD NO. 1-115 UNLESS OTHERWISE INDICATED AS SHOWN ON THIS PLAN.

2. EXISTING UTILITIES ARE SHOWN AS DOTTED LINES. ALL UTILITIES SHOWN ON THIS PLAN ARE TO BE MAINTAINED AS SHOWN UNLESS OTHERWISE INDICATED.

3. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE INDICATED.

4. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE INDICATED.

5. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE INDICATED.

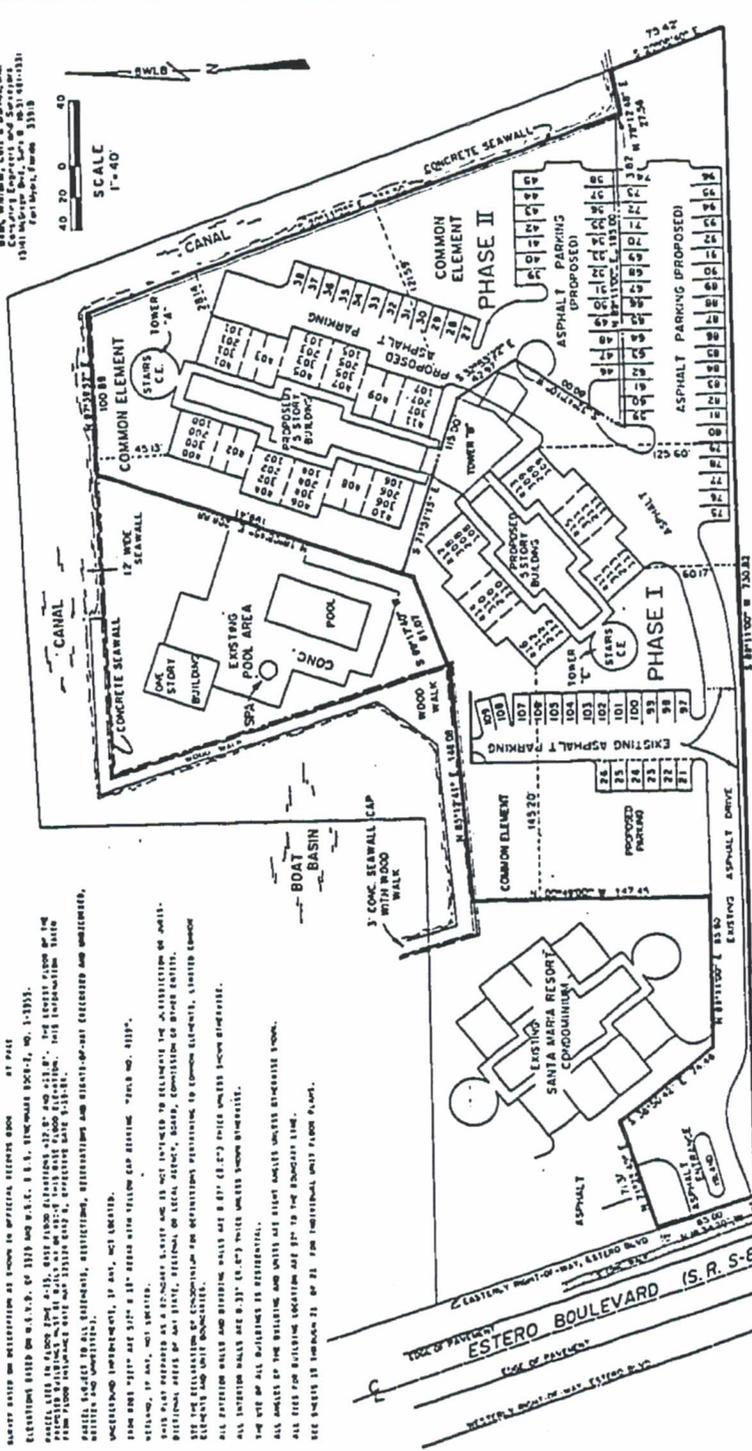
6. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE INDICATED.

7. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE INDICATED.

8. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE INDICATED.

9. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE INDICATED.

10. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE INDICATED.



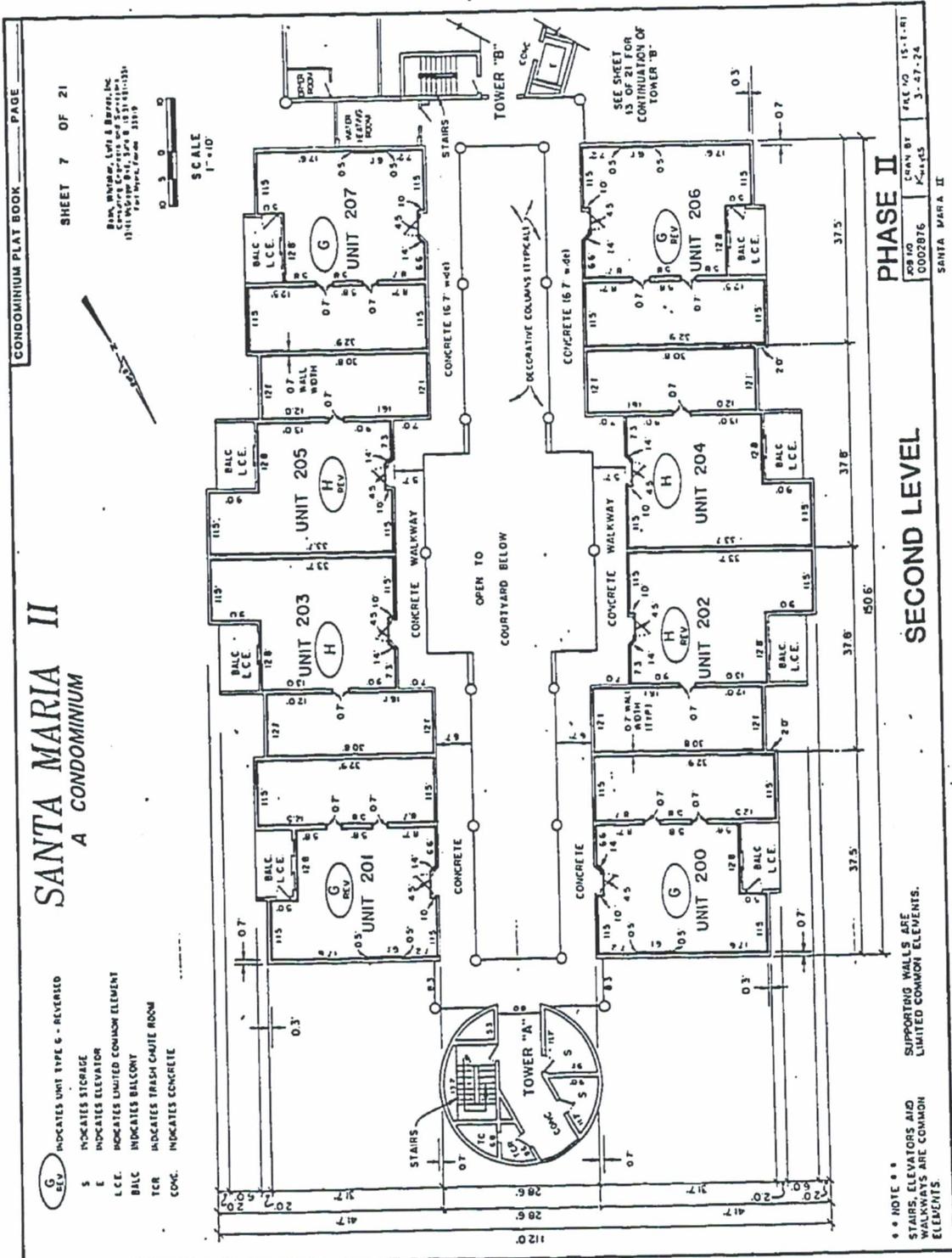
- LEGEND -**
- CONC. = CONCRETE
 - ESMT. = EASEMENT
 - IMP. = IMPROVEMENT
 - INT. = INTERIOR
 - N/E = NAIL & CAP
 - D/M = DRILL HOLE
 - I.R. = IRON ROD
 - S.R. = STATE ROAD
 - E = ELEVATOR
 - STP. = STORAGE
 - C.E. = COMMON ELEMENT
 - L.C.E. = LIMITED COMMON ELEMENT
 - TER. = TRASH CHUTE ROOM
 - P.D.B.F. = POINT OF BEGINNING

SITE PLAN

JOB NO. 918200
DATE 12-11-81
SCALE 3/4" = 1'-0"

SANTA MARIA II

OR 2259 Pch 554



SANTA MARIA II
A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

SHEET 7 OF 21

BRN, WINDMILL, LUNA & BARRER, INC.
CONDOMINIUM EXPERTS AND ARCHITECTS
11411 W. 11TH AVENUE, SUITE 110
DENVER, COLORADO 80231-1133



- 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

PHASE II
DRAWING NO. 00002876
DATE 03-27-24
FILE NO. 15-1-RT
CRANBY
K-1-1-15
3-27-24

SECOND LEVEL

SUPPORTING WALLS ARE LIMITED COMMON ELEMENTS.

STAIRS, ELEVATORS AND WALKWAYS ARE COMMON ELEMENTS.

OR 2259 P64557

SANTA MARIA II



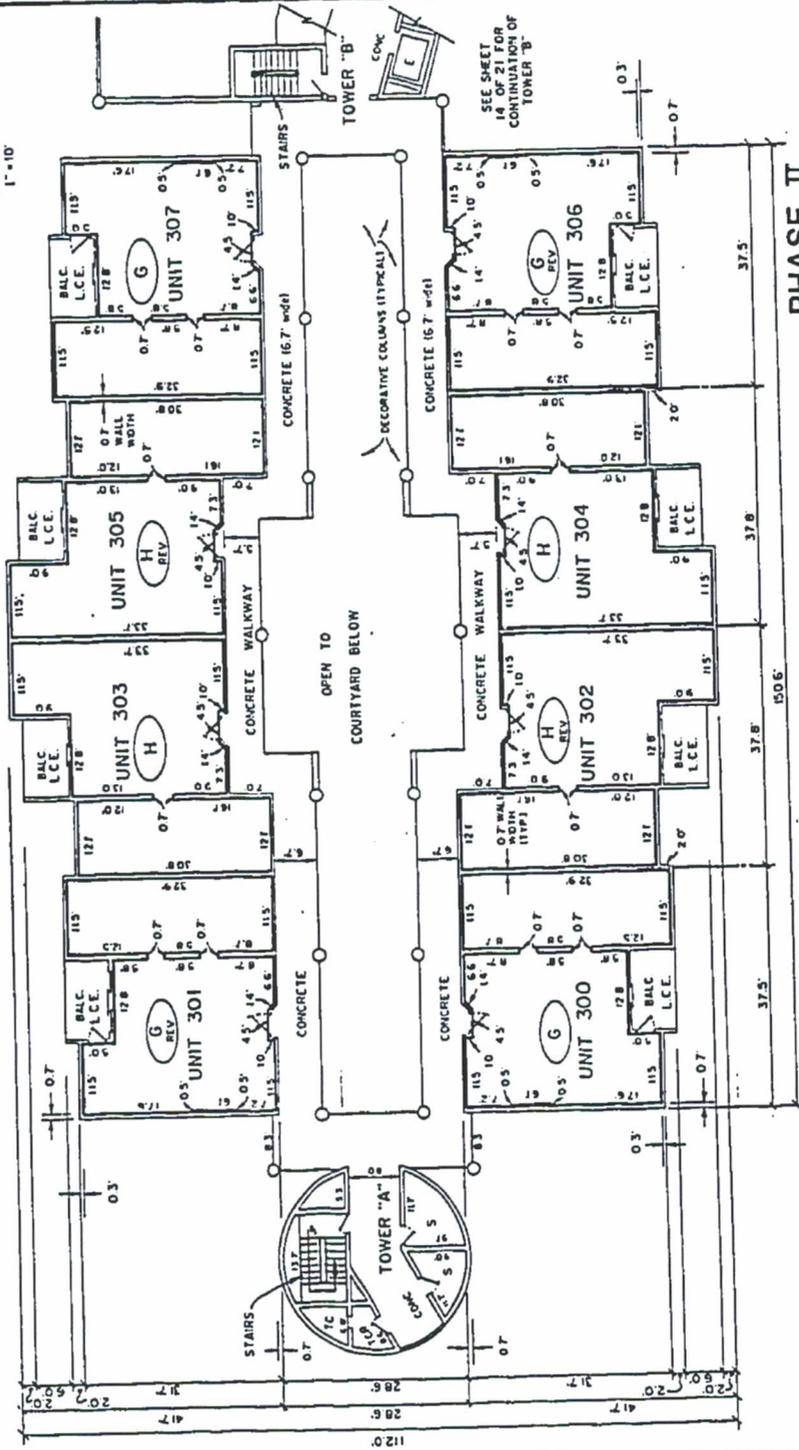
SANTA MARIA II A CONDOMINIUM

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

Scale 1" = 10'



NOTE: STAIRS, ELEVATORS AND WALKWAYS ARE COMMON ELEMENTS.

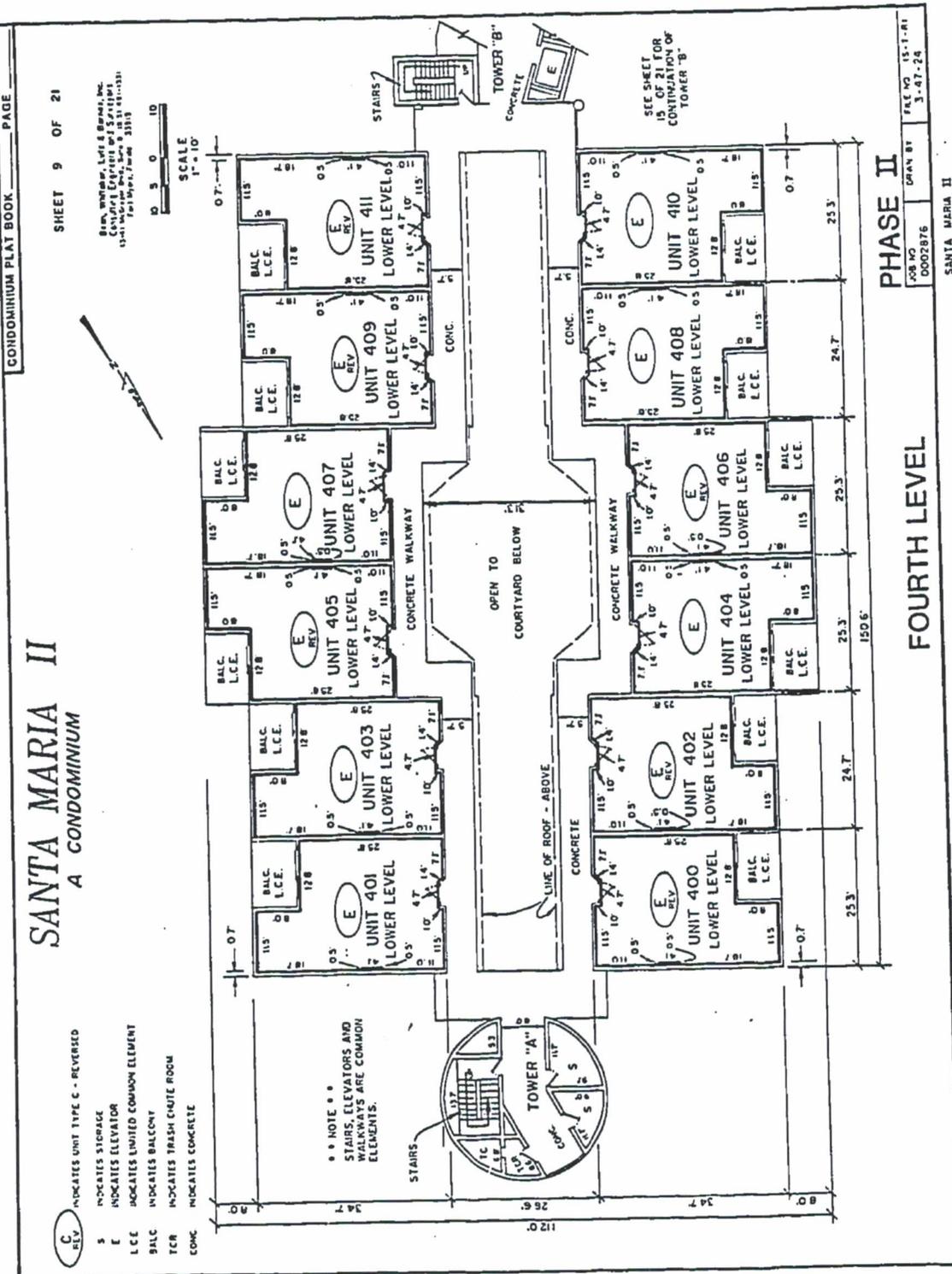
SUPPORTING WALLS ARE LIMITED COMMON ELEMENTS.

THIRD LEVEL

PHASE II

DESIGNED BY
KAYAS
DRAWN BY
KAYAS
DATE
3-27-74
PROJECT NO.
0007876
SANTA MARIA II

OR 2259 P64 558



SANTA MARIA II
A CONDOMINIUM

CONDOMINIUM FLOOR BOOK PAGE

SHEET 9 OF 21

Ben, Wheeler, Lutz & Burns, Inc.
Contract Documents No. 13-01-10-1331
13-01-10-1331
13-01-10-1331
13-01-10-1331

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
- TCR INDICATES TRASH CHUTE ROOM
- CONC INDICATES CONCRETE

NOTE
STAIRS, ELEVATORS AND WALKWAYS ARE COMMON ELEMENTS.

SEE SHEET 15 OF 21 FOR CONTINUATION OF TOWER 'B'

PHASE II

FOURTH LEVEL

SANTA MARIA II

FILE NO. 15-1-R1
3-47-24

GRAN BY

DOB NO. 0002876

DOB NO. 0002876