



4801 Lakeside Club Blvd. S.E. Ft. Myers, FL 33905

**PINE RIDGE
AT
FORT MYERS
VILLAGE I
A CONDOMINIUM**

**AMENDED, RESTATED & COMBINED
DOCUMENTS**

JANUARY, 1995

*will amendments
to 3/9/98*

379.50

PREPARED BY:
 RICHARD D. DeBOEST, ESQ.
 ATTORNEY AT LAW
 POST OFFICE BOX 1480
 FORT MYERS, FL 33902
 Tel: (813) 334-1381

3709747

CERTIFICATE

RECORD VERIFIED - CHARLISE GREEN, CLERK
 BY: SUSAN THOMPSON

THE UNDERSIGNED being President and Secretary of PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amended, Restated and Combined Declaration of PINE RIDGE AT FT. MYERS VILLAGE I - #1, #2, #2a AND #3 CONDOMINIUMS, whose original Declarations were recorded in O. R. Book 1809, Page 332, O. R. Book 1831, Page 4635, O. R. Book 2249, Page 0018 and O. R. Book 1959, Page 1856, respectively, of the Public Records of Lee County, Florida, Amended and Restated By-Laws, Amended and Restated Rules and Regulations and Amended and Restated Articles of Incorporation were duly adopted in conjunction with the annual meeting of the Association held on the 15th day of December, 1994, by the required percentage of the voting interests of Condominiums.

Dated this 5th day of January, 1995.

WITNESSES:

(Sign)

(Print) RICHARD D. DeBOEST

(Sign)

(Print) KIRK B. HOGGATT

PINE RIDGE AT FT. MYERS VILLAGE I
 CONDOMINIUM ASSOCIATION, INC.

By:

Nora Harmon
 Nora Harmon, President
 4743 Blackberry Drive
 Fort Myers, FL 33905

ATTEST:

Patricia Conneally
 Patricia Conneally, Secretary
 9611-3 Green Cypress Lane
 Fort Myers, FL 33905

STATE OF FLORIDA

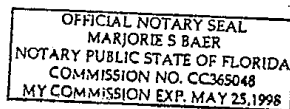
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of January, 1995, by NORA HARMON and PATRICIA CONNEALLY, President and Secretary, respectively, of PINE RIDGE AT FORT MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

NOTARY PUBLIC:

(Sign) Marjorie S. Baer
(Print) Marjorie S. Baer
STATE OF FLORIDA AT LARGE (SEAL)

My Commission Expires:



PREPARED BY:
 RICHARD D. DeBOEST, ESQ.
 ATTORNEY AT LAW
 POST OFFICE BOX 1490
 FORT MYERS, FL 33902
 Tel: (813) 334-1381

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AMENDED, RESTATED AND COMBINED DECLARATION OF CONDOMINIUM
OF
PINE RIDGE AT FT. MYERS VILLAGE I - #1, #2, #2A AND #3 CONDOMINIUMS
FORT MYERS, LEE COUNTY, FLORIDA
SUBSTANTIAL REWORDING OF DECLARATIONS
SEE ORIGINAL DECLARATIONS FOR ORIGINAL TEXT

1. RECITAL - These four condominiums were established by Declarations dated and recorded in the Lee County Public Records as follows:

Condominium #1 - Dated September 26, 1985, recorded February 2, 1987, O.R. Book 1809, Page 332.

Condominium #2 - Dated February 26, 1986, recorded July 6, 1988, O.R. 1831, Page 4635.

Condominium #2A - Dated September 20, 1991, recorded August 4, 1993, O. R. Book 2249, Page 0018.

Condominium #3 - Dated November 9, 1987, recorded December 11, 1987, O. R. Book 1959, Page 1856.

Submission of the lands to the condominium form of ownership by those documents and easements therein created remain effective as do the condominium plot plans and amendments thereto and the Surveyor Certificates and this combined Declaration does not merge the condominiums. Except as to the provisions noted, this Declaration supersedes and replaces the originals.

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2. PLAN OF DEVELOPMENT - Condominium #1 contains 232 units in 19 buildings; Condominium #2 contains 144 units in 28 buildings; Condominium #2A contains 18 units in 9 buildings and Condominium #3 contains 86 units in 41 buildings.

3. NAME - The Condominiums shall be known individually as:
Pine Ridge At Ft. Myers Village I - #1, #2, #2A and #3,
a Condominium.

The name of the Condominium Association which administers these condominiums is Pine Ridge At Ft. Myers Village I Condominium Association, Inc., a Florida non-profit corporation. Separate associations are prohibited.

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

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

4.2. ASSOCIATION - The corporation responsible for the operation of the condominium for the benefit of all owners in the condominium.

4.3. ASSOCIATION PROPERTY - All property, real and personal, owned by the Association.

4.4. BOARD OF DIRECTORS OR DIRECTORS OR BOARD - The Board of Directors responsible for the administration of the Association.

4.5. CHARGE OR SPECIAL CHARGE - The obligation of a unit owner to pay or reimburse money to the Association which cannot be secured as an assessment pursuant to F.S. 718.116, but which shall give rise to a cause of action against the unit owner pursuant to this Declaration.

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4.6. COMMON ELEMENTS - The portions of the property submitted to condominium ownership and not included in the units as defined in Florida Statute 718.108, including:

4.7. The land.

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

4.9. Easements.

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

4.11. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the Condominiums and such expenses as may be declared to be common expenses by this Declaration or the By-Laws. It shall be the Association's sole responsibility and discretion to determine which items of cost, expense and income are attributable in their entirety to a particular Condominium and which are to be apportioned amongst more than one Condominium, as well as the basis of the apportionment. In all events the Association's determination as to such attribution shall be conclusive and binding. All costs and expenses attributed to a particular Condominium whether in their entirety or as an apportionment of an expense shared by more than one Condominium shall constitute common expenses of that Condominium. The cost of providing cable television under a bulk service contract shall be a common expense.

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

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

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their order of precedence shall be as follows: (1) Declaration; (2) Corporate Charter; (3) Bylaws; (4) Rules and Regulations.

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

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

4.16. DEVELOPER - K. HOVNANIAN AT FT. MYERS 1, INC., the company which established the Condominiums.

4.17. THE EXHIBITS TO THIS DECLARATION ARE AS FOLLOWS:

- A. The Association Charter.
- B. The Condominium Plot Plans, including the legal descriptions of the properties and percentages of ownership of the common elements and common surplus. (Identified as Exhibit 1 to the original Declarations).
- C. The Association By-laws.
- D. The Rules and Regulations.

4.18. FAMILY - means a natural person or two or more natural persons each of whom is related to each of the others by blood, marriage or adoption; or not more than two adult persons not so related and the children of either or both, who reside together as a single no-profit housekeeping unit.

4.19. GUEST - means any person who is physically present in or occupies a unit on a temporary basis at the invitation of the unit owner without the payment of consideration.

4.20. INSTITUTIONAL FIRST MORTGAGEE - means the mortgagee (or its assignee) of a first mortgage upon a condominium parcel, which mortgagee is a

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bank, savings and loan association, mortgage banker, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America and the Developer. The term also refers to any holder of a first mortgage against a condominium parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

4.21. LEASE - means the grant by a unit owner of a temporary right of use of the owner's unit for a valuable consideration.

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

4.23. OCCUPANT or OCCUPY - when used in connection with a unit, means any person who is physically present in a unit on two or more consecutive days, including staying overnight.

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

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

4.26. PINE RIDGE AT FT. MYERS, VILLAGE I - The Condominium Community within which the Condominiums and Association properties are located.

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

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4.28. UNIT - A part of the condominium property which is subject to exclusive ownership as described in this Declaration.

4.29. UNIT NUMBER - The letter, number or combination thereof which is designated upon the Condominium Plot Plan and which is used as the identification of a unit.

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

4.31. VOTING INTEREST - means the voting rights distributed to the Association members pursuant to F.S. 718.104(4)(i).

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1. REAL PROPERTY - Each unit and all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Condominium property, subject only to the provisions of the Condominium Documents and applicable laws.

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

5.3. BOUNDARIES AS TO THE 10 LOT UNITS IN CONDOMINIUM #3 - A unit consists of a parcel of land lying within the following boundaries:

5.3.1. HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES - The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

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(1) UPPER BOUNDARY - The plane of the uppermost point of any approved structure erected within a unit.

(2) LOWER BOUNDARY - The plane of the lowermost point of all fixtures appurtenant to the approved structure erected within a unit, specifically excluding therefrom all public and private utility lines, pipes or conduits.

5.3.2. PERIMETRICAL BOUNDARY - The closed line surrounding the unit shown upon the Condominium Plot Plan, Exhibit "B" of Condominium #3.

5.4. BOUNDARIES AS TO VILLA UNITS - A unit consists of an individual apartment lying within the following boundaries:

5.4.1. HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES - The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY - The plane of the undecorated finished ceiling.

(2) LOWER BOUNDARY - The plane of the undecorated finished floor.

5.5. PERIMETRICAL BOUNDARIES:

(a) for all end units: (i) the exterior unfinished surface of the outside walls, and (ii) the center line of the party wall between units.

(b) for all interior units: (i) the exterior unfinished surface of the outside walls, and (ii) the center line of the party wall separating the units.

Such boundaries shall be subject to:

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(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the unit and shall not be deemed a Common Element.

(2) The interior partitions within a unit are part of said unit.

(3) Where a patio or balcony is depicted on EXHIBIT "1" hereof (other than as limited common elements) to be a portion of the unit, the perimetrical boundary of such unit shall vary with the exterior unfinished surface (including screening, if any) of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

5.6. EXCLUSIVE USE - Each unit owner shall have the exclusive use of such owner's unit.

5.7. OWNERSHIP - The ownership of each unit shall carry with it, as appropriate, and whether or not separately described, all of the right, title and interest of a unit owner in the Condominium property which shall include, but not be limited to:

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

5.9. LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist: Patio, balcony, terrace, garage, courtyard, backyard and those items set forth in Section 6.2.1. that are exterior to a unit to be maintained by a unit owner.

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5.10. ASSOCIATION MEMBERSHIP and an undivided share in the common surplus of the Association.

5.11. EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

5.12. EASEMENTS - The following easements in the original Declarations of Condominium are retained and non-exclusive easements from the Association to (as applicable) each unit owner, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services, are hereby granted and created:

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

5.12.2. MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements.

5.12.3. UTILITIES - Easements through the common elements and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services and utilities to utility customers, other units and the common elements.

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

6. MAINTENANCE RESPONSIBILITY - The responsibility for maintenance of the Condominium shall be as follows:

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6.1. BY THE ASSOCIATION - The Association shall maintain, repair and replace at the Association's expense the common elements and limited common elements exclusive of surface treatments, decorations or other additions by unit owners and also exclusive of the items listed in Paragraph 6.2.1. to be maintained by the unit owner, and:

6.1.1. STRUCTURAL - Those portions of the unit which contribute to the support of the building including, but not limited to, the perimeter walls, columns, roof and floors. Also, wiring, piping, ductwork and other mechanical, electrical or other installations or equipment serving the common elements or more than one unit.

6.1.2. NEGLIGENCE - Provided that if the maintenance and repair and replacement of any of the common elements, the items in 6.1.1. above or other units shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, it shall be a liability of the unit owner. Such work may be done by the Association at the expense of the unit owner, and the cost shall be secured as a charge.

6.1.3. DAMAGE - All incidental damage caused to a unit by work done or ordered by the Association exclusive of unavoidable damage to surface treatments or decorations, shall be promptly repaired by and at the expense of the Association.

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

6.2.1. SPECIFIC ITEMS - ~~To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association.~~ The unit owner's responsibility specifically includes windows and glass panels, hurricane shutters, doors except exterior surface paint or stain, screens, frames, hardware, appliances, fixtures,

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switches, compressors, air handlers, air conditioner refrigerant lines and drains, wiring, piping, ductwork and plumbing serving only the particular unit, whether located inside or outside the unit.

6.2.2. EXTERIOR APPEARANCE - A unit owner shall not paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior of the unit, unless the written consent of the Association is obtained in advance. (This shall not be construed to require approval for placing appropriate furniture on terraces, patios or balconies, but does include blinds or shutters including but not limited to hurricane shutters of all types). Unless otherwise approved, curtains, blinds and drapes shall be white or off-white or soft pastel in color or lined with materials of these colors.

6.2.3. OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED -

No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto without the prior written approval of the Board of Directors. The Board shall have the authority to approve the proposed work, disapprove the work (in which event the work shall not be done) or to require modifications to the work and the Board's decision shall be determinative of the matter. All applicable government agencies must approve and grant permits and the entire expense including subsequent maintenance and restoration must be borne by such owner. The Association may require approval from engineers or other professionals as a prerequisite. No owner shall do any work which would jeopardize the safety or soundness of the building or impair any easements. Exterior radio and television antennas including satellite dishes are prohibited. Such Board approved work is declared not to constitute material alterations or substantial additions to the common elements.

7. COMMON ELEMENTS

7.1. COMMON ELEMENTS - The common elements in the individual condominiums shall be owned by the unit owners in such undivided shares as are set forth on Exhibit "B" to this Declaration (Identified as Exhibit "I" to the original Declarations).

7.2. NO PARTITION - No action for partition of the common elements shall lie.

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

7.4. MATERIAL ALTERATIONS AND ADDITIONS - The Board of Directors may alter, add to, relocate or improve common elements, limited common elements or Association property. *Changed* Provided that if any limited common elements are affected, the consent of the owners of the units to which the limited common elements are appurtenant must be obtained by the Association. This power includes the purchase, acquisition, sale, conveyance or mortgaging of such property. The Board of Directors may grant exclusive permits, leases or license privileges for the use of common elements or Association property to any person or entity including non-unit owners if it will benefit the members of the Association. The Association is also authorized to enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other facilities whether or not contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners.

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**CERTIFICATE OF AMENDMENT
TO THE
AMENDED, RESTATED AND COMBINED
DECLARATION OF CONDOMINIUM
OF
PINE RIDGE AT FT. MYERS VILLAGE I - #1, #2, #2A AND #3
CONDOMINIUMS**

WE HEREBY CERTIFY THAT, the Amendment to the Amended, Restated and Combined Declaration of Condominium set out herein and made a part hereof (said Declaration being originally recorded in Official Records Book 2565, at Pages 3645 - 3728, of the Public Records of Lee County, Florida) passed in accordance with the necessary affirmative votes to pass the Amendment as required; and that as a result of the foregoing, and proper notice having been given, said Amendment has been duly adopted.

(Underlined language is added and cross through language is deleted).

Section 7.4 of the Amended, Restated and Combined Declaration of Condominium entitled "Material Alterations and Additions" shall be amended as follows:

7.4.MATERIAL ALTERATIONS AND ADDITIONS - The Board of Directors may alter, add to, relocate or improve common elements, limited common elements or Association property. Provided, that if any limited common elements are affected, the consent of the owners of the units to which the limited common elements are appurtenant must be obtained by the Association. This power includes the purchase, acquisition, sale, conveyance or mortgaging of such property. The Board of Directors may grant exclusive permits, leases or license privileges for the use of common elements or Association property to any person or entity including non-unit owners if it will benefit the members of the Association. The Association is also authorized to enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other facilities whether or not contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners.

INST # 5614835 OR BK 03788 PG 4702 RECORDED 11/04/2002 02:31:04 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEPUTY CLERK L Parent

7.4 Alterations and Additions to Common Elements and Association Property. ~~The protection, maintenance, repair, insurance and replacement of the common elements and association property is the responsibility of the Association and the cost is a common expense.~~ Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or real property owned by the Association costing more than \$2,500 in the aggregate in any calendar year without prior approval of at least a majority of the entire membership. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

The Amended, Restated and Combined Declaration of Condominium shall be amended by adding new Section 9.1 entitled "Board's Power to Borrow Money" as follows:

9.1 Board's Power to Borrow Money. Notwithstanding any term to the contrary set forth in this Declaration or the Bylaws and with exception to borrowing money to finance the association's insurance premiums, the Board of Directors' power to borrow money is restricted. Except in the case of bonafide emergencies, the Board of Directors may not borrow or incur any monetary indebtedness greater than \$50,000.00 without first receiving the prior authorization of at least a majority of the entire membership. All monies borrowed must be repaid in full within twelve (12) months after being incurred. In all events, the Board of Directors shall be authorized to borrow money or otherwise finance the expense to pay for the association's insurance premiums in any amount and based upon any terms that the Board deems prudent.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 30 day of OCTOBER, 2002.

PINE RIDGE AT FT. MYERS VILLAGE I
CONDOMINIUM ASSOCIATION, INC.

By: Kenn C. Harmon President
Attest: Carl Syatt Secretary

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8. **FISCAL MANAGEMENT** - The fiscal management of the Condominium including budget, fiscal year, charges, assessments, and collection of assessments shall be as set forth herein and in the By-Laws (Exhibit C).

9. **ADMINISTRATION** - The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the By-Laws.

10. **INSURANCE** - In order to adequately protect the unit owners, the Association, the condominium property and the Association property required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. **DUTY AND AUTHORITY TO OBTAIN** - The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the unit owners and their mortgagees (without naming them), as their interests shall appear and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages.

10.2. **BASIC INSURANCE** - Insurance covering the building and improvements as well as all Association property, in an amount determined annually by the Board of Directors. Pursuant to F. S. 718.111(11)(b) the word "building" does not include floor coverings, wall coverings, ceiling coverings nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets located within a unit. Such insurance shall afford the following protection:

10.2.1. **PROPERTY** - Replacement cost coverage for loss or damage by fire, extended coverage (including windstorm), vandalism and

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malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.2.2. FLOOD - Up to the replacement cost for each building and insurable improvements as available from time to time.

10.2.3. LIABILITY - Premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

10.2.4. AUTOMOBILE - Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

10.2.5. WORKERS' COMPENSATION - Regardless of the number of employees, the Association shall maintain Workers' Compensation insurance on at least a minimum premium basis unless otherwise determined by the Board of Directors from time to time.

10.2.6. FIDELITY BONDING - The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the President, Vice-President, Secretary and Treasurer of the Association in an amount not less than \$50,000.00 for each such person, but in no event less than the minimum required by the Condominium Act from time to time. The Association shall bear the cost of bonding.

10.2.7. DIRECTORS AND OFFICERS LIABILITY INSURANCE - The Association shall obtain and maintain adequate Directors and officers liability insurance utilizing the broad form of policy coverage for all Directors and

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officers, past Directors and officers and, if available, committee members of the Association.

10.2.8. OPTIONAL COVERAGE - The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and unit owners.

10.3. DESCRIPTION OF COVERAGE - A detailed summary of the coverage included in the master policies shall be available for inspection by unit owners upon request.

10.4. WAIVER OF SUBROGATION - If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its rights to subrogation as to any claim against unit owners, the Association, or their respective servants, agents or guests.

10.5. SHARES OF INSURANCE PROCEEDS - All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

10.5.1. COMMON ELEMENTS - Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

10.5.2. UNITS - Proceeds on account of damage to units shall be held in as many undivided shares as there are damaged units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such unit.

10.5.3. MORTGAGEES - If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold

against units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts.

10.6. DISTRIBUTION OF INSURANCE PROCEEDS - Proceeds of insurance policies received by the Association shall be distributed for the benefit of the unit owners in the following manner:

10.6.1. COST OF RECONSTRUCTION OR REPAIR - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the Association for the account of the Condominium(s) in which the damage occurred or if Association property, for the account of the Association.

10.6.2. 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 after expenses 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 mortgagees and may be enforced by them.

10.7. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

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

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11.1. DAMAGE TO UNITS - Where loss or damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers and personnel for work done, materials supplied or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the unit owners may direct. The owners of damaged units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

11.2. DAMAGE TO COMMON ELEMENTS - LESS THAN "VERY SUBSTANTIAL" - Where loss or damage occurs to the common elements, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association to repair, restore or rebuild the damage caused by the loss, and the following procedures shall apply:

11.2.1. ESTIMATES - The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

11.2.2. INSURANCE INSUFFICIENT - If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in the Condominium in which the damage occurred. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

11.2.3. "VERY SUBSTANTIAL" DAMAGE - As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby

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three-fourths (3/4) or more of the total units are rendered uninhabitable. Should such "very substantial" damage occur, then:

11.2.3.1. OWNERS' MEETING - A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the voting interests in the Condominium(s) with reference to reconstruction or termination of the condominium, subject to the following:

11.2.3.1.1. INSURANCE SUFFICIENT - If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of units, in which case the condominium shall be terminated pursuant to Paragraph 16.2.

11.2.3.1.2. INSURANCE INSUFFICIENT - If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless fifty percent plus one of the voting interests of the Condominium in which the damage occurred vote in favor of such special assessment and against termination of the condominium, it shall be terminated pursuant to Paragraph 16.2. If fifty percent plus one of the voting interests of the Condominium approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the

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proceeds of insurance and reserves available for reconstruction and repair of the property.

11.2.4. DISAGREEMENT - If any disagreement shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all unit owners.

11.3. APPLICATION OF INSURANCE PROCEEDS - It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the common elements and then to the units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be distributed to the Association for the account of the Condominium(s) in which the damage occurred or if Association property, for the account of the Association. Provided, however, if special assessments were made pursuant to Paragraph 11.2.3.1.2.. hereof, then all or a part of such balance shall be returned to the unit owners paying said assessments pro-rata, according to the amount each paid, up to the full amount each paid, then to the Association.

11.4. EQUITABLE RELIEF - In the event of substantial damage to the condominium property, and if the property is not reconstructed or repaired within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

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11.5. PLANS AND SPECIFICATIONS - Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and the Architecture Committee of the Condominium Association.

12. USE RESTRICTIONS - The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached hereto and incorporated herein as Exhibit "D" and the following provisions:

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

12.2. **RULES AND REGULATIONS** - The rules and regulations attached hereto as Exhibit "D" and made a part hereof by reference concerning the use of the Condominium property including the units may be amended from time to time by the Board of Directors. Provided that by the vote of a plurality of the voting interests present at a meeting of the unit owners at which a quorum is present, the voting interests may cancel or amend a rule or regulation enacted by the Board. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in the Rules and Regulations shall not require amendment of this Declaration and may, but need not be recorded in the Public Records.

12.3. **USE OF THE UNITS** is restricted to single family residential purposes only. These use restrictions shall not be construed in such a manner

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CERTIFICATE OF AMENDMENT

AMENDED, RESTATED AND COMBINED DECLARATION OF CONDOMINIUM

PINE RIDGE AT FT. MYERS VILLAGE I - #1, #2, #2A AND #3 CONDOMINIUMS

I HEREBY CERTIFY that the following amendments to the Amended, Restated and Combined Declaration of Condominium of Pine Ridge at Ft. Myers Village I - #1, #2, #2A and #3 Condominiums were duly adopted by the Association membership at the duly noticed annual members' meeting of the Association which was called for the 14th day of December, 2000 and adjourned to the 7th day of February, 2001. Said amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium for Pine Ridge at Ft. Myers Village I - #1, A Condominium is recorded at O.R. Book 1809, Page 332, of the Public Records of Lee County. The original Declaration of Condominium for Pine Ridge at Ft. Myers Village I - #2, A Condominium is recorded at O.R. Book 1831, Page 4635, of the Public Records of Lee County. The original Declaration of Condominium for Pine Ridge at Ft. Myers Village I - #2A, A Condominium is recorded at O.R. Book 2249, Page 0018, of the Public Records of Lee County. The original Declaration of Condominium for Pine Ridge at Ft. Myers Village I - #3, A Condominium is recorded at O.R. Book 1959, Page 1856, of the Public Records of Lee County. The Amended, Restated and Combined Declaration of Condominium is recorded at O.R. Book 2565, Page 3645, of the Public Records of Lee County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Amendment No. 1: 12.3, Amended, Restated and Combined Declaration of Condominium

12. USE RESTRICTIONS – The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached hereto and incorporated herein as Exhibit "D" and the following provisions:

(Sections 12.1 and 12.2 Remain Unchanged)

12.3 USE OF THE UNITS is restricted to single family residential purposes only. As used in the Condominium Documents, "single family" means one natural person, a group of two or more natural persons who customarily reside together as a single family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. No more than four (4) persons may permanently occupy a two (2) bedroom unit. No more than six (6) persons may permanently occupy a three (3) bedroom unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the unit for more than thirty (30) nights during a calendar year. No unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred. No person may occupy a unit as a unit owner, tenant, or family member thereof (i.e. occupy the unit on an overnight basis for more than thirty (30) days in a calendar year)

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BECKER & POLIAKOFF, P.A. • THE COLONNADES • 13515 BELL TOWER DRIVE, SUITE 101 • FT. MYERS, FLORIDA 33907
TELEPHONE (941) 433-7707

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unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Articles 12 hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by guests are governed below. The use restrictions shall not be construed in such a manner as to prohibit a unit owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls or correspondence in and from his unit. Such uses are expressly declared customarily incident to the principal residential use. Guest residency shall be subject to the following: All guests must be registered with the Association upon arrival and unregistered guests may be denied use of recreational facilities and amenities.

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

(b) Overnight Guests When Unit Owner or Tenant is in Residence. Unit owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the unit owner or tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including by not limited to registered sex offenders and person who have been convicted of narcotic offenses. Under no circumstances may more than six (6) persons (including the unit owner or tenant, and their families) sleep overnight in a three (3) bedroom unit, and no more than four (4) people in a two (2) bedroom unit. Overnight guests' use of Condominium facilities is subject to the same provisions as use of Condominium facilities by Non-Overnight Guests.

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

12.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence. Unit owners are permitted to have overnight guests in the absence of the unit owner subject to the following conditions, and such other rules and regulations as may be

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as to prohibit a unit owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls or correspondence in and from his unit. Such uses are expressly declared customarily incident to the principal residential use. All guests must be registered with the Association upon arrival and unregistered guests may be denied use of recreational facilities and amenities.

12.4. ASSOCIATION'S ACCESS TO UNITS - The Association has an irrevocable right of access to the units during reasonable hours when necessary for the purpose of maintenance, repair and replacement of the common elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. The Association's right of access to a unit shall be exercised after reasonable notice to the unit owners, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, as well as with reasonable precautions to protect the personal property within the unit. The Association requires and shall retain a pass-key to all units. No unit owner shall alter any lock, nor install a new lock, the effect of which would be to prevent access by the Association when the unit is unoccupied, unless the unit owner provides the Association with a key.

12.5. PARKING - BIKE RACKS - Parking and installation and use of bike racks shall be as set forth in the Rules and Regulations (Exhibit "D").

12.6. PETS - TENANTS AND GUESTS - Pets shall be as allowed and regulated in the Rules and Regulations (Exhibit "D") but tenants and guests shall not be permitted to have pets.

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12.8. FLOORING - The floors of all units except ground floor units shall be covered with carpeting over padding except that a unit owner who shall elect to install in any portion of his unit (other than in baths and the kitchen) hard surface floor covering (i.e., tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent under-cushion of, or equivalent to, 1/4 inch of cork to prevent the transmission of noise to lower floor units, and shall obtain written approval of the Directors prior to making such installation. If such prior approval is not obtained, the Directors may, in addition to exercising all the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such unit owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending unit owner. Provided, however, that unit owners who installed hard surface flooring without an under-cushion prior to the adoption of this Section shall not be in violation by retaining that flooring only.

12.9. EXCLUSIVE USE - COMMON FACILITIES - The Association may lease to unit owners (but not tenants or guests) for appropriate temporary periods of time those portions of the Association property such as the clubhouse (but not the pool or deck) rationally appropriate and desirable for exclusive use for private functions.

12.10. NUISANCES PROHIBITED - Unit owners and their tenants and invitees shall not engage in any practice, exhibit any behavior nor permit any condition to exist that shall, in the exclusive judgment of the Board of Directors, constitute a nuisance.

13. SALE, LEASE, DISPOSITION, FINANCING AND FAIR HOUSING AMENDMENTS ACT - COMPLIANCE - The purpose and object of this Section is to maintain a quiet, tranquil and single family oriented atmosphere with the residents living in

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CERTIFICATE OF AMENDMENT

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LEE COUNTY
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I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of Pine Ridge at Ft. Myers Village I - #1, #2, #2A, and #3 Condominiums was duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 17th day of February, 2000. Said amendment was approved by a proper percentage of voting interests of the Association. The Amended and Restated Declaration of Condominium is recorded at O.R. Book 2565, Page 3647, of the Public Records of Lee County, Florida. The original Declaration of Condominium for Condominium #1 is recorded at O.R. Book 1809, Page 332, of the Public Records of Lee County. The original Declaration of Condominium for Condominium #2 is recorded at O.R. Book 1831, Page 4635, of the Public Records of Lee County. The original Declaration of Condominium for Condominium #2A is recorded at O.R. Book 2249, Page 0018, of the Public Records of Lee County. The original Declaration of Condominium for Condominium #3 is recorded at O.R. Book 1959, Page 1856, of the Public Records of Lee, County.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Article 13, Declaration of Condominium (55 and Over Rule)

13. SALE, LEASE, DISPOSITION, FINANCING AND FAIR HOUSING AMENDMENTS ACT COMPLIANCE – The purpose and object of this Section is to maintain a quiet, tranquil and single family oriented atmosphere with the residents living in compatible co-existence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Anything in any other provision of this Declaration or the Charter, By-Laws or Rules and Regulations to the contrary notwithstanding, this section shall take precedence over such other provisions.

13.1 OCCUPANCY AND USE RESTRICTIONS – In order to preserve the values and amenities of Pine Ridge At Ft. Myers, Village I, the following provisions shall be applicable to the Condominium Property:

13.1.1. OCCUPANCY OF UNIT - The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, provides that communities cannot reject families with children younger than eighteen years of age. However, the Fair Housing Act provides that a community is exempt from this requirement if (a) at least eighty percent of the units are occupied by at least one person fifty five years of age or older per unit; (b) significant facilities and services specifically designed to meet the physical and/or social needs of older persons are available in the community; and (c) the publication of, and adherence to, policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty five years of age or older (hereafter collectively referred to as the "Requirements for Exemption"), the Association intends that Pine Ridge At Ft. Myers Village I will be a community which falls within this exemption to the Fair Housing Act. Therefore, for so long as such provisions of the Fair Housing Act are in effect, (i) at least one

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occupant in each Unit in Pine Ridge At Ft. Myers Village I must be at least fifty-five years of age or older, except as hereinafter set forth; (ii) the Association must provide for or arrange for the provision of significant facilities within the Association Areas and services within Pine Ridge At Ft. Myers Village I specifically designed to meet the physical and/or social need of older persons as contemplated by the Fair Housing Act and the regulations promulgated thereunder in order to satisfy the Requirements for Exemption; and (iii) The Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five years of age or older. The Board of Directors shall conduct a demographic survey of the owners and occupants of Pine Ridge to establish the ages of all such persons and shall have the authority to promulgate and require completion and delivery of age verification forms and proof of age. The Board, upon application by a Unit Owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a Unit to be occupied only by individuals under the age of fifty-five based upon criteria that the Board shall determine. However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption, including, but not limited to, insuring that not more than twenty percent of the Units in Pine Ridge At Ft. Myers Village I will be occupied only by individuals under the age of fifty-five. An owner shall have the right to convey a Unit owned by such owner to a purchaser who intends that the Unit be occupied only by persons under fifty-five years provided that, for so long as the Fair Housing Act is in effect, after the conveyance not more than twenty percent of the Units shall be occupied only by persons under fifty-five. Such Unit shall not be subject to the occupancy requirement that at least one occupant be fifty-five or over until such Unit has a permanent occupant who is fifty-five or over. It shall be the responsibility of the Board to monitor the percentage of Units with occupants all of whom are under the age of fifty-five to insure that the Board does not permit more than twenty percent of the Units in the Condominium to be occupied only by persons under the age of fifty-five. In the event there is a change in the occupants of the Unit (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five years of age or older, the Unit Owner must immediately notify the Association of said change in writing. The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption. In accordance with the Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995, and as provided in parallel state or local ordinances, all as amended from time to time, at least one person fifty-five (55) years of age or older must be the permanent occupant of each unit while any other person occupies said unit. Any additional permanent occupant of the unit, who is under the age of fifty-five (55) and age eighteen (18) or older may occupy and reside in the unit as long as one of the permanent occupants is age fifty-five (55) or older, subject to other occupancy restrictions contained in this Declaration, the By-Laws, or the Rules and Regulations. Guests under the age of eighteen (18) shall be allowed to occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community even in the absence of a person or persons fifty-five (55) years of age or older. Any surviving co-habitant or heir is eligible for membership in the Association and permanent occupancy of a unit provided that he/she has or obtains legal or equitable title to a unit, and does not occupy the unit with minor children. The Board of Directors shall establish policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy of a unit by any person(s) whose occupancy would violate this provision.

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compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Anything in any other provision of this Declaration or the Charter, By-laws or Rules and Regulations to the contrary notwithstanding, this section shall take precedence over such other provisions.

13.1. OCCUPANCY AND USE RESTRICTIONS - In order to preserve the values and amenities of Pine Ridge At Ft. Myers, Village I, the following provisions shall be applicable to the Condominium Property:

13.1.1. OCCUPANCY OF UNIT - The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, provides that communities cannot reject families with children younger than eighteen years of age. However, the Fair Housing Act provides that a community is exempt from this requirement if (a) at least eighty percent of the units are occupied by at least one person fifty-five years of age or older per unit; (b) significant facilities and services specifically designed to meet the physical and/or social needs of older persons are available in the community; and (c) the publication of, and adherence to, policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five years of age or older (hereafter collectively referred to as the "Requirements for Exemption"), the Association intends that Pine Ridge At Ft. Myers Village I will be a community which falls within this exemption to the Fair Housing Act. Therefore, for so long as such provisions of the Fair Housing Act are in effect, (i) at least one occupant in each Unit in Pine Ridge At Ft. Myers Village I must be at least fifty-five years of age or older, except as hereinafter set forth; (ii) the Association must

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provide for or arrange for the provision of significant facilities within the Association Areas and services within Pine Ridge At Ft. Myers Village I specifically designed to meet the physical and/or social needs of older persons as contemplated by the Fair Housing Act and the regulations promulgated thereunder in order to satisfy the Requirements for Exemption; and (iii) The Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five years of age or older. The Board of Directors shall conduct a demographic survey of the owners and occupants of Pine Ridge to establish the ages of all such persons and shall have the authority to promulgate and require completion and delivery of age verification forms and proof of age. The Board, upon application by a Unit Owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a Unit to be occupied only by individuals under the age of fifty-five based upon criteria that the Board shall determine. However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption, including, but not limited to, insuring that not more than twenty percent of the Units in Pine Ridge At Ft. Myers Village I will be occupied only by individuals under the age of fifty-five. An owner shall have the right to convey a Unit owned by such owner to a purchaser who intends that the Unit be occupied only by persons under fifty-five years provided that, for so long as the Fair Housing Act is in effect, after the conveyance not more than twenty percent of the Units shall be occupied only by persons under fifty-five. Such Unit shall not be subject to the occupancy requirement that at least one occupant be fifty-five or over until such Unit has a permanent occupant who is fifty-five or over. It shall be the responsibility of the Board to monitor the percentage of Units with occupants all of whom are under the age of fifty-five to insure that the Board does not permit more than twenty percent of the Units

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deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

12.4.1 Non-Related Overnight Guests in the absence of the owner will be limited to two (2) occupancies per calendar year. The limitation on unit density in Article 12.3(b) applies. Ten (10) days prior notice to the Association is required.

12.4.2 Related Overnight Guests may occupy a unit in the absence of the owner. For the purpose of this clause, "related" means all persons staying in the unit on an overnight basis, in the absence of the owner, who are related to the unit owner or primary occupant (by blood, marriage or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on unit density in Article 12.3(b) applies. Ten (10) days prior notice to the Association is required.

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(Remainder of Article Renumbered as Appropriate)

Amendment No. 2: 13.2, Amended, Restated and Combined Declaration of Condominium

13. SALE, LEASE, DISPOSITION, FINANCING AND FAIR HOUSING AMENDMENTS ACT - COMPLIANCE - The purpose and object of this Section is to maintain a quiet, tranquil and single family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of the like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Anything in any other provisions of this Declaration or the Charter, By-laws or Rules and Regulations to the contrary notwithstanding this section shall take precedence over such other provisions.

(Section 13.1 Remains Unchanged)

~~**13.2 SALES, LEASES AND CONVEYANCES** - The sale and leasing of Units shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this Article of the Declaration is amended:~~

~~**13.2.1 SALE** - No Unit Owner may sell or transfer (except to the spouse or parent of such Unit Owner or to an inter vivos trust in which the Owner Settlor is both original trustee and primary beneficiary) his Unit without approval of the Association, which approval shall be obtained in the following manner:~~

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TELEPHONE (941) 433-7707

~~13.2.1.A NOTICE TO ASSOCIATION~~ Each and every time a Unit Owner ("Offeror") intends to sell or transfer his Unit or any interest therein ("Offering"), he shall give written notice to the Association of such intention ("Transfer Notice") together with the name and address of the indented purchaser or transferee, the terms of such purchase or transfer, an age verification form setting forth the ages of the intended occupants and such other information as the Association may reasonably require on forms supplied by the Association. In accordance with this Paragraph, a Unit Owner shall not sell or transfer his Unit unless at least one of the intended occupants of such Unit is fifty five years of age or older at the time of occupancy. The Board, however, shall have the right, in its sole discretion, to waive this requirement, but not if more than twenty percent of the Units will not have an occupant fifty five years of age or older. The giving of the Transfer Notice shall constitute a warranty and representations by the Offeror to the Association and any purchaser or transferee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Transfer Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

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~~13.2.1.B ASSOCIATION'S ELECTION~~ Within thirty days after receipt of the Transfer Notice, the Association shall either approve the Offering ("Approval") or, except as provided below to the contrary, furnish a purchaser or transferee approved by the Association (which may be the Association) and give notice thereof to the Offeror who will accept the sale to the substitute purchaser or transferee furnished by the Association upon the terms as favorable to the Offeror as the terms stated in the Transfer Notice; except that the purchaser or transferee furnished by the Association may not have less than thirty days subsequent to the date of his approval within which to complete the purchase of Offeror's Unit. Offeror shall be bound to consummate the transaction of such purchaser or transferee as may be approved and furnished by the Association. Notwithstanding anything contained herein to the contrary, in the event that a Unit Owner intends to sell or transfer his Unit to a purchaser or transferee whose intended occupants are under fifty five years of age or the Association has disapproved for other good cause in its judgement, the Association may disapprove such purchaser or transferee without being obligated to furnish a substitute purchaser or transferee. If the Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two Officers of the Association, and shall be delivered to the purchaser or transferee of the Offeror. Notwithstanding anything contained herein to the contrary, in the event the Offeror does not wish to consummate the proposed Offering with any purchaser or transferee other than the purchaser or transferee named in the Transfer Notice, then the Offeror shall state such in the Transfer Notice ("Restricted Transfer Notice") and the Association, within thirty days after receipt of the Restricted Transfer Notice, shall either grant approval in the manner set forth above or deny approval by furnishing notice of such denial to the Offeror, of the purchaser or transferee named in the Restricted Transfer Notice. In the event the Association denies approval of the purchaser or transferee named in the Restricted Transfer Notice, then the Offering shall not be consummated unless and until the Owner submits another Transfer Notice or Restricted Transfer Notice to the Association and the new proposed purchaser or transferee is approved by the Association or, if not restricted by the Offeror in such Transfer Notice, the Association furnishes a substitute purchaser or transferee in the manner set forth above. Failure of the Association to grant Approval; or, in the case of a Transfer Notice which is not a

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in the Condominium to be occupied only by persons under the age of fifty-five. In the event there is a change in the occupants of the Unit (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five years of age or older, the Unit Owner must immediately notify the Association of said change in writing. The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption.

13.2. SALES, LEASES AND CONVEYANCES - The sale and leasing of Units shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this Article of the Declaration is amended:

13.2.1. SALE - No Unit Owner may sell or transfer (except to the spouse or parent of such Unit Owner or to an inter-vivos trust in which the Owner-Settlor is both the original trustee and primary beneficiary) his Unit without approval of the Association, which approval shall be obtained in the following manner:

13.2.1.A. NOTICE TO ASSOCIATION - Each and every time a Unit Owner ("Offeror") intends to sell or transfer his Unit or any interest therein ("Offering"), he shall give written notice to the Association of such intention ("Transfer Notice") together with the name and address of the intended purchaser or transferee, the terms of such purchase or transfer, an age verification form setting forth the ages of the intended occupants and such other information as the Association may reasonably require on forms supplied by the Association. In accordance with this Paragraph, a Unit Owner shall not sell or transfer his Unit unless at least one of the intended occupants of such Unit is fifty-five years of age or older at the time of occupancy. The Board, however, shall have the right, in its sole discretion, to waive this requirement, but not if more than twenty percent of the Units will not have an occupant fifty-five

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years of age or older. The giving of the Transfer Notice shall constitute a warranty and representations by the Offeror to the Association and any purchaser or transferee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Transfer Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

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13.2.1.B. ASSOCIATION'S ELECTION - Within thirty days after receipt of the Transfer Notice, the Association shall either approve the Offering ("Approval") or, except as provided below to the contrary, furnish a purchaser or transferee approved by the Association (which may be the Association) and give notice thereof to the Offeror who will accept the sale to the substitute purchaser or transferee furnished by the Association upon terms as favorable to the Offeror as the terms stated in the Transfer Notice; except that the purchaser or transferee furnished by the Association may not have less than thirty days subsequent to the date of his approval within which to complete the purchase of Offeror's Unit. Offeror shall be bound to consummate the transaction with such purchaser or transferee as may be approved and furnished by the Association. Notwithstanding anything contained herein to the contrary, in the event that a Unit Owner intends to sell or transfer his Unit to a purchaser or transferee whose intended occupants are under fifty-five years of age or the Association has disapproved for other good cause in its judgment, the Association may disapprove such purchaser or transferee without being obligated to furnish a substitute purchaser or transferee. If The Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two Officers of the Association, and shall be delivered to the purchaser or transferee of the Offeror. Notwithstanding anything contained herein to the contrary, in the event the Offeror does not wish to consummate the proposed

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Offering with any purchaser or transferee other than the purchaser or transferee named in the Transfer Notice, then the Offeror shall state such in the Transfer Notice ("Restricted Transfer Notice") and the Association, within thirty days after receipt of the Restricted Transfer Notice, shall either grant approval in the manner set forth above or deny approval by furnishing notice of such denial to the Offeror, of the purchaser or transferee named in the Restricted Transfer Notice. In the event the Association denies approval of the purchaser or transferee named in the Restricted Transfer Notice, then the Offering shall not be consummated unless and until the Offeror submits another Transfer Notice or Restricted Transfer Notice to the Association and the new proposed purchaser or transferee is approved by the Association or, if not restricted by the Offeror in such Transfer Notice, the Association furnishes a substitute purchaser or transferee in the manner set forth above. Failure of the Association to grant Approval; or, in the case of a Transfer Notice which is not a Restricted Transfer Notice, to furnish a substitute purchaser or transferee; or, in the case of a Restricted Transfer Notice, to deny Approval within thirty days after the Restricted Transfer Notice is received, shall constitute Approval, and the Association shall be required to prepare and deliver to the purchaser or transferee named in the Transfer Notice or the Restricted Transfer Notice, as the case may be, a written Approval in recordable form signed by two officers of the Association.

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13.2.2. LEASE - No Unit Owner may lease his Unit unless at least one of the intended tenants is fifty-five years of age or older at the time of occupancy. Only entire units may be leased and subleases and the renting of rooms are prohibited. The Board, however, shall have the right, in its sole discretion, to waive this requirement, but not if more than twenty percent of the

Units will not have at least one occupant fifty-five years of age or older. The unit owner desiring the lease shall give written notice to the Association with a completed tenant application including an age verification form setting forth the ages of the intended tenants and the Association shall have a period of 30 days to respond to permit screening and processing.

13.2.3. LEASE, REQUIRED PROVISIONS - Only entire units may be leased. All leases must contain, and shall be deemed to contain, the agreement of the lessee(s) to abide by all the covenants of the condominium documents and must provide, and shall be deemed to provide, that a violation of the documents is a breach of the lease and grounds for termination and that the lessee agrees that the Association may proceed directly against such lessee(s) and that lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at both the trial and appellate levels. That if such costs and fees are not immediately paid by the lessee(s), that the Unit Owner agrees to pay them and they shall be secured as a charge. Each Unit Owner by acceptance of the deed to a unit and by the terms of this Declaration appoints the Association as owner's agent to bring actions in owner's name and at owner's expense against tenants and guests including damages, termination and eviction. The rules and regulations must be provided by the unit owner or the owner's agent to the tenants and guest to read. The minimum leasing period is three (3) months. Any extension or renewal of the period shall require re-approval of the tenant and occupants by the Board of Directors in the same manner as an original rental applicant. Provided, however, that no additional transfer fee may be charged.

13.2.4. TRANSFER FEE - For approval of a transfer including leases the Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed

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~~Restricted Transfer Notice, to furnish as substitute purchaser or transferee; or, in the case of a Restricted Transfer Notice, to deny Approval within thirty days after the Restricted Transfer Notice is received, shall constitute Approval, and the Association shall be required to prepare and deliver to the purchaser or transferee named in the Transfer Notice or the Restricted Transfer Notice, as the case may be, a written Approval in recordable form signed by two officers of the Association.~~

Rev Page 26 & 27

~~13.2.2 LEASE~~ No Unit Owner may lease his Unit unless at least one of the intended tenants is fifty-five years of age or older at the time of occupancy. Only entire units may be leased and subleases and the renting of rooms are prohibited. The Board, however, shall have the right, in its sole discretion, to waive this requirement, but not if more than twenty percent of the Units will not have at least one occupant fifty-five years of age or older. The unit owner desiring the lease shall give written notice to the Association with a completed tenant application including an age verification form setting forth the ages of the intended tenants and the Association shall have a period of 30 days to respond to permit screening and processing.

Rev Page 27

~~13.2.3 LEASE, REQUIRED PROVISIONS~~ Only entire units may be leased. All leases must contain, and shall be deemed to contain, the agreement of the lessee(s) to abide by all the covenants of the condominium documents and must provide, and shall be deemed to provide, that a violation of the documents is a breach of the lease and grounds for termination and that the lessee agrees that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's cost and expenses, including attorney's fees, at both the trial and appellate levels. That if such costs and fees are not immediately paid by the lessee(s), that the Unit Owner agrees to pay them and they shall be secured as a charge. Each Unit Owner by acceptance of the deed to a unit and by the terms of this Declaration appoints the Association as owner's agent to bring actions in owner's name and at owner's expense against tenants and guests including damages, termination and eviction. The rules and regulations must be provided by the unit owner or the owner's agent to the tenants and guest to read. The minimum leasing period is three (3) months. Any extension or renewal of the period shall require re-approval of the tenant and occupants by the Board of Directors in the same manner as an original rental applicant. Provided, however, that no additional transfer fee may be charged.

Rev Page 28

~~13.2.4 TRANSFER FEE~~ For approval of a transfer including leases the Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 per applicant other than husband and wife or parent/dependant child or as permitted by law.

Rev Page 28

~~13.2.5 SECURITY DEPOSIT~~ ~~NO APPROVAL IF DELINQUENT~~
The Association may require as a condition to giving lease approval that the unit owner or tenant pay to the Association a security deposit in an amount not to exceed one month's rent on the unit to pay for any damage to the common elements. The money must be in a separate account and not commingled with any other funds and the requirements of F.S. 83.49 must be complied with. The Association may withhold lease approval if the unit owner is delinquent in the payment of assessments.

Rev Page 29

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13.2 LEASING. The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. Should a unit owner wish to lease his unit, he shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee, as well as all proposed occupants. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed lessees or occupants. The Association shall give the unit owner written notice of its decision within said period. Failure to notify the unit owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of three (3) consecutive months and for a maximum period of one (1) year.

13.2.1 Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a unit as a tenant, or family member of a tenant, without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Association's transfer approval forms may include a statement that prospective tenant(s) (including all proposed prospective occupants) have read the Condominium Documents, and agree to be bound by same, as a condition of approval. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a unit, as a condition for approval.

13.2.2 Tenant Conduct, Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time, (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The unit owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction.

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\$100.00 per applicant other than husband and wife or parent/dependent child or as permitted by law.

13.2.5. SECURITY DEPOSIT - NO APPROVAL IF DELINQUENT

The Association may require as a condition to giving lease approval that the unit owner or tenant pay to the Association a security deposit in an amount not to exceed one month's rent on the unit to pay for any damage to the common elements. The money must be in a separate account and not commingled with any other funds and the requirements of F.S. 83.49 must be complied with. The Association may withhold lease approval if the unit owner is delinquent in the payment of assessments.

13.3. FINANCING RESTRICTIONS - No owner may mortgage or finance his unit in any manner without the written approval of the association except to an institutional lender regularly engaged in the business of making residential first mortgage loans, provided that a unit owner who sells his unit need no approval to take back a purchase money mortgage.

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

13.4.1. JUDICIAL SALES - are exempt from this Section.

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

14. COMPLIANCE AND DEFAULT - Each unit owner, each tenant and other invitee shall be governed by, and shall comply with the provisions of, the Condominium Act as amended from time to time, this Declaration, including its exhibits, the Association Charter and the Association By-laws.

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

14.2. COSTS AND FEES - In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney fees.

14.3. OWNER COMPLAINTS - DISPUTES - In the event of a complaint by an owner against the Association, the Board of Directors or a member thereof, such owner, prior to the institution of any proceedings, shall give written notice in detail of the complaint by Certified Mail to the Board of Directors. The Board shall respond in writing to the unit owner within 30 days of the receipt of the complaint. The Board's response shall either give a substantive response, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Bureau of Condominiums. If the Board requests advice from the Bureau of Condominiums, the Board shall, within 10 days of receipt of the advice, provide in writing a substantive response to the complainant. If a legal opinion is requested, the Board shall, within 60 days of the receipt of the complaint, provide in writing a substantive response to the complainant. The failure to act as above set forth precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute as defined in F.S. 718.1255(1) must be arbitrated in mandatory non-binding arbitration proceedings prior to commencing litigation.

14.4. NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the Condominium

against the tenant in the name of the Association, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as assessment charges.

13.2.3 Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lessee or unit owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common elements or Association property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (1999) as amended from time to time.

13.2.4 Approval Process, Disapproval. Any unit owner intending to lease his unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the tenant interview (if required), by sending written notification to the unit owner with such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

13.2.4.(A) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

13.2.4.(B) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;

13.2.4.(C) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;

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

13.2.4(E) All assessments, fines and other charges against the unit and/or unit owner have not been paid in full.

13.2.5 Liability. The liability of the unit owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the unit as provided herein.

13.2.6 Association Fee. The unit owner or lessee seeking approval of a lease of a unit parcel shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

13.3. Forms of Ownership:

13.3.1.1 Ownership By Individuals. A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

13.3.1.2 Co-Ownership. Co-ownership of units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant." The use of the unit by other persons shall be as if the primary occupant was the only actual owner. Any changes in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any calendar year. No time share estates may be created. "House Sharing" by multiple families is prohibited.

13.3.1.3 Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as a short-term or transient accommodations for several individuals or families. The approval of a partnership, trustee, or corporation or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in this primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. Unit owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Lee County, Florida.

13.3.1.4 Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only member from such unit, and occupancy of the unit shall be as if the life

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tenant were the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any vote, consent or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

13.3.2 Transfers Subject to Approval.

13.3.2.(A) Sale or Other Transfer. No unit owner may dispose of a Unit or any interest in same by sale, without approval of the Board of Directors. No unit owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

13.3.2.(B) Gift. If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing date.

13.3.2.(C) Devise or Inheritance. If any Unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. If any Unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the deceased owner by blood or by adoption.

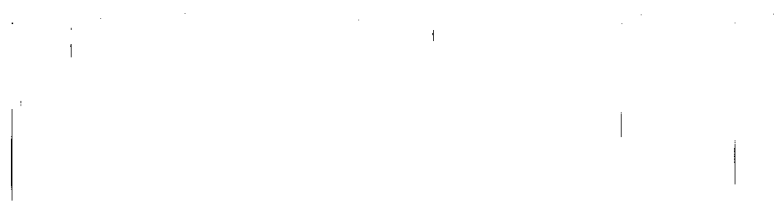
13.3.2.(D) Other Transfers. If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined below.

13.3.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

13.3.3.1(A) Notice to Board of Directors.

13.3.3.1(A) Sale. A Unit owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The Association's transfer approval forms may include a statement that prospective buyers (in all proposed prospective occupants) have read the Condominium Documents, and agree to be bound by same, as a condition of approval.

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OR BK 03384 PG 1334

Such notice at the Unit owner's option may include a demand by the Unit owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved.

13.3.3.1.(B) Gift, Devise or Inheritance; Other Transfers. A Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit owner as the Board of Directors may reasonably require, and a certified copy of the instrument evidencing the owner's title.

13.3.3.1.(C) Failure To Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

13.3.3.1.(D) Certificate of Approval.

13.3.3.2.(B) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

13.3.3.2.(B).1 Gift, Devise or Inheritance; other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board of Directors must either approve or disapprove the continuance of the Unit owner's ownership of his Unit.

13.3.3.2.(B).2 Approval of Occupant. If the Unit owner or purchaser is a corporation, partnership, trust, some other entity, or more than one individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust, other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

13.3.4 Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

13.3.4.A Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

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13.3.4.A.1 At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or 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 appraisers, one of whom shall be appointed by the Unit owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

13.3.4.A.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

13.3.4.B Gifts, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

13.3.4.B.1 The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

13.3.4.B.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Lee County, Florida, at the expense of the Unit owner.

13.3.4.C Disapproval for Good Cause. Approval of the Association shall be withheld only if a majority of the whole Board so votes. The Board shall consider the

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following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

13.3.4.C.1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium.

13.3.4.C.2. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

13.3.4.C.3. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts.

13.3.4.C.4. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;

13.3.4.C.5. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

13.3.4.C.6. The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or

13.3.4.C.7. All assessments and other charges against the unit have not been paid in full.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the unit or furnish an alternate purchaser, and the transaction shall not be made.

13.3.5 Transfer Fee. The Association may charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction.

13.3.6 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

(Remainder of Article Renumbered as Appropriate)

OR BK 03384 PG 1337

WITNESSES:
(TWO)

Frank D. Rosa
Signature

FRANK D. ROSA
Printed Name

John F. Butrich
Signature

JOHN F. BUTRICH
Printed Name

PINE RIDGE AT FT. MYERS VILLAGE
I CONDOMINIUM ASSOCIATION, INC.

BY: Eugene Picciano
Eugene Picciano, President

Date: 3/16/01

(CORPORATE SEAL)

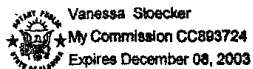
STATE OF FLORIDA)
COUNTY OF LEE) SS:

The foregoing instrument was acknowledged before me this 16th day of March, 2001 by Eugene Picciano as President of Pine Ridge at Ft. Myers Village I Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) as identification and did take an oath.

Vanessa Stoecker
Notary Public

Vanessa Stoecker
Printed Name

My commission expires: 12-8-03
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Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

15. AMENDMENTS - Amendments to any of the Condominium Documents shall be in accordance with the following:

15.1. REQUIREMENTS - An Amendment may be proposed either by the Board of Directors or by 25% of the voting interests, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may be evidenced by later written approval of voters not present), and the separate written joinder of mortgagees where required and shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records.

15.2. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the Condominium Documents or in order to comply with applicable laws or requirements of government agencies, the amendment may be adopted by the Board of Directors alone.

15.3. REGULAR AMENDMENTS - Amendments may be enacted by a favorable vote of the owners of fifty percent (50%) plus one of the voting interests in the Association.

15.4. INDIVIDUAL CONDOMINIUM AMENDMENTS - Amendments affecting only the physical property or finances of a single Pine Ridge Condominium is to be voted on only by the voting interests in that Condominium.

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15.5. MORTGAGEE JOINDER - Amendments materially affecting the rights or interests of mortgagees in a Condominium must have the approval of the holders of institutional first mortgages of record representing fifty percent plus one of the votes of units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal provided the notice was delivered certified or registered mail, with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of the county where this Declaration is recorded. A change to any of the following shall be considered as material:

- any change in the proportion or percentage by which the owner of the unit shares the common expenses or owns the common surplus.
- reallocation of interests in the general or limited common elements, or rights to their use;
- redefinition of any unit boundaries;
- convertibility of units into common elements or vice versa;
- expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;

15.6. WRITTEN AGREEMENTS - Any approval of unit owners on any matter called for by this Declaration, its Exhibits or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)(4).

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16. TERMINATION - A Condominium may be terminated in the following manner:

16.1. AGREEMENT - A Condominium may be terminated at any time by approval, in writing, of ninety percent (90%) of the voting interests of the Condominium and the approval of the holders of institutional first mortgages of record representing 51% of the votes of units subject to such mortgages who have requested notification. Mortgagee approval shall be as set forth in Paragraph 15.5.

16.2. VERY SUBSTANTIAL DAMAGE - If a Condominium, as a result of casualty, suffers "very substantial damage" and it is not decided as therein provided that it will be reconstructed or repaired, the Condominium form of ownership will thereby terminate without agreement.

16.3. GENERAL PROVISIONS - Upon termination, the former unit owners shall become the owners, as tenants in common, of all Condominium property and that Condominium's share of the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements. The mortgagee or lienor of a unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of a Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Lee County, Florida.

16.4. NEW CONDOMINIUM - The termination of a Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

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16.5. PARTITION; SALE - Following termination, the Condominium property may be partitioned and sold upon the application of any unit owner. Provided, however, that if following a termination, the owners of two-thirds (2/3rds) of the voting interests of the Condominium determine to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

16.6. BOARD AUTHORITY - If a Condominium is terminated, the Board of Directors of the Association shall wind up the affairs of the Condominium.

16.7. PROVISIONS SURVIVE TERMINATION - The provisions of this Paragraph 16 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by this paragraph have been completed.

17. RIGHTS OF MORTGAGEES

17.1. EXCUSAL FROM APPROVAL TO OWN - The holder of an institutional first mortgage which obtains title to a unit through foreclosure or deed in lieu of foreclosure is not required to obtain the prior approval of the Association to own the unit.

17.2. RIGHTS TO INFORMATION - Upon receipt by the Association from any institutional mortgagee, Guarantor or Insurer of a copy of the mortgage held by such mortgagee, Guarantor or Insurer on a Unit, together with a written request from such mortgagee or an Insurer or Guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, Insurer or Guarantor the following, and for which the Association may charge a reasonable fee.

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17.2.1. FINANCIAL STATEMENT - A copy of a financial statement of the Association for the immediately preceding fiscal year.

17.2.2. INSURANCE CANCELLATION - Written notice of the cancellation or termination by the Association of any policies of insurance covering the Association Common Areas or any improvements thereon, or any fidelity bonds of the Association.

17.2.3. DAMAGE TO CONDOMINIUM - Written notice of substantial damage or destruction to the improvements located on a Condominium's Common Elements which affects a material portion of the project or the unit securing its mortgage.

17.2.4. EMINENT DOMAIN - Written notice of condemnation or eminent domain proceeding affecting a material portion of the project or the unit securing its mortgage.

17.2.5. DELINQUENT ASSESSMENTS - Written notice of failure by an Owner owning a Unit encumbered by a first mortgage held by such institutional mortgagee, Guarantor or Insurer to pay any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

17.2.6. FAILURE TO NOTIFY - The failure of the Association to send any such notice to any such mortgagee, Guarantor or Insurer shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

18. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association may also bring an action to recover a money judgment. After a judgment of foreclosure has been entered the unit owner during his occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the unit is rented or leased during

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the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

18.1. **CREATION AND ENFORCEMENT OF CHARGES** - The Association shall have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs and expenses to the Association which cannot be secured as assessments, regular or special, under F. S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

19. **ASSOCIATION MEMBERSHIP** - The qualification of members and the manner of their admission shall be as provided in the Bylaws.

20. **COMMON EXPENSES AND COMMON SURPLUS** - Each unit's share shall be the same as the share of ownership of the common elements set forth in Exhibit "B".

21. **CONDEMNATION:**

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

21.2. **DETERMINATION WHETHER TO CONTINUE CONDOMINIUM** - Whether a Condominium will be continued after condemnation will be determined in the manner

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provided for determining whether damaged property will be reconstructed and repaired after a casualty.

21.3. DISBURSEMENT OF FUNDS - If a Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If a Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

21.4. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

21.5. UNITS REDUCED BUT TENANTABLE - If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

21.5.1. RESTORATION OF UNIT - The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.

21.5.2. DISTRIBUTION OF SURPLUS - The balance of the award, if any, shall be distributed to the owner of the unit and to each

mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

21.6. UNIT MADE UNTENANTABLE - If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

21.6.1. PAYMENT OF AWARD - The fair market value of the unit immediately prior to the taking, as determined by agreement between the unit owner and the Association or by arbitration in accordance with Section 21.6.4. following, shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s).

21.6.2. ADDITION TO COMMON ELEMENTS - If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors.

21.6.3. ADJUSTMENT OF SHARES IN COMMON ELEMENTS - The shares in the common elements appurtenant to the units that continue as part of a Condominium shall be adjusted to distribute the ownership of the common elements in equal shares among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as fractions of the reduced total.

21.6.4. ARBITRATION - If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one

M.A.I. appraiser, who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

21.7. **TAKING OF COMMON ELEMENTS** - Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

21.8. **AMENDMENT OF DECLARATION** - The changes in units, in the common elements and in the ownership of the common elements that are necessitated by condemnation, shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by a majority of the voting interests of the affected Condominium, without the consent of any mortgagee being required for any such amendment.

22. **VOTING** - Each unit in each Condominium shall have one full indivisible vote in all matters.

23. **TIME SHARE PROHIBITED** - No time share estates may be created in any Condominium.

25. **SEVERABILITY AND NON-WAIVER** - If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall

not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

THIS AMENDED, RESTATED AND COMBINED DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into this 5th day of January, 1995.

WITNESSES:

(Sign) [Signature]
 (Print) RICHARD D. DEBOEST
 (Sign) [Signature]
 (Print) KIRK B. HOGGATT

PINE RIDGE AT FT. MYERS VILLAGE I.
 CONDOMINIUM ASSOCIATION, INC.
 (CORPORATE SEAL)

BY Nora Harmon
 Print: NORA HARMON, PRESIDENT
 Address: 4743 Blackberry Drive
 Fort Myers, FL 33905

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of January, 1995, by NORA HARMON, as President of PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. She is personally known to me did not take an oath.

NOTARY PUBLIC:

(Sign) [Signature]
 (Print) MARJORIE S. BAER
 My Commission Expires:

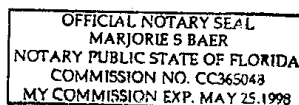


EXHIBIT "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC.

These are the Amended and Restated Articles of Incorporation of Pine Ridge At Ft. Myers Village I Condominium Association, Inc. originally filed with the Florida Department of State on February 19, 1985, under Document #N07707. Amendments included have been adopted pursuant to F.S. 617.1007. There is no discrepancy between the Articles of Incorporation as heretofore amended and these Restated Articles other than the inclusion of these amendments and the omission of matters of historical interest.

ARTICLE I

The name of this corporation is

PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

PURPOSES:

The purpose for which this corporation is organized is to act as the governing association of the residential condominiums at Pine Ridge At Ft. Myers Village I, located in Fort Myers, Lee County, Florida. The Association's principal address is 4801 Lakeside Club Boulevard, SE, Fort Myers, FL 33905.

ARTICLE III

QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION:

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a Condominium unit in the Condominiums shall by virtue of such ownership be a member of this Corporation; provided however, that the approval requirements contained in the

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Declaration of Condominium must have been met before a person's membership commences. No other persons shall be members.

ARTICLE IV

TERM OF EXISTENCE:

The term for which this Corporation is to exist shall be perpetual, unless sooner dissolved pursuant to provisions of Florida Statutes Chapter 617, as amended.

ARTICLE V

DIRECTORS AND OFFICERS:

The affairs of this Corporation shall be managed by a governing Board of from five (5) to nine (9) Directors who shall be members of the Association or the spouses of members and who shall be elected at the time and place the Annual Meeting of the Corporation is scheduled to occur, regardless of whether a quorum is present as provided for in the By-Laws. The officers shall be: a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such other assistant officers as the Directors shall decide. They shall be elected by the Board of Directors. The officers and members of the Board shall perform such duties, hold office for such terms, and take office at such times as shall be provided by the By-Laws of the Corporation.

ARTICLE VI

BY-LAWS:

The By-Laws of this Corporation may be made, altered, amended or repealed by Fifty Percent (50%) plus one of the members' voting interests as provided for in the By-Laws.

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ARTICLE VIIAMENDMENT OF ARTICLES OF INCORPORATION:

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

An Amendment may be proposed by either the Board of Directors or by twenty-five percent of the voting interests and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed Amendment, or by written agreement as provided for in the Declaration of Condominium.

The Amendment must be approved by a vote of Fifty Percent (50%) plus one of the members' voting interests.

These Amended and Restated Articles of Incorporation were duly adopted by the required percentage of the membership, which was a sufficient number for approval, on December 15, 1994.

Signed this 5th day of January, A.D. 1995.

PINE RIDGE AT FT. MYERS VILLAGE I
CONDOMINIUM ASSOCIATION, INC.

By: Nora Harmon
NORA HARMON, President

By: Patricia Conneally
PATRICIA CONNEALLY, Secretary

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of January, 1995, by NORA HARMON, as President of PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. She is personally known to me and did not take an oath.

NOTARY PUBLIC:

(Sign) Marjorie S. Baer

(Print) Marjorie S. Baer

STATE OF FLORIDA AT LARGE (SEAL)
My Commission Exp. OFFICIAL NOTARY SEAL
MARJORIE S. BAER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC365048
MY COMMISSION EXP. MAY 25, 1998

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STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of January, 1995, by PATRICIA CONNEALLY, as Secretary of PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. She is personally known to me and did not take an oath.

NOTARY PUBLIC:

(Sign) Marjorie S. Baer

(Print) Marjorie S. Baer

STATE OF FLORIDA AT LARGE - (SEAL)
My Commission Expires:

OFFICIAL NOTARY SEAL
MARJORIE S BAER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC365048
MY COMMISSION EXP. MAY 23, 1998

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EXHIBIT "C" TO DECLARATION
AMENDED AND RESTATED BY-LAWS

OF

PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF BY-LAWS - SEE ORIGINAL

BY-LAWS FOR ORIGINAL TEXT

1. IDENTITY - These are the Amended and Restated By-Laws of Pine Ridge At Fort Myers Village I Condominium Association, Inc., a nonprofit Florida Corporation formed for the purpose of administering the residential condominiums at Pine Ridge At Ft. Myers Village I which are located at Fort Myers, Lee County, Florida. (The corporation shall hereafter be referred to as the "Association".)

1.1. OFFICE - The office of the Association shall be at Pine Ridge Village I or such other location within the County as may from time to time be determined by the Board of Directors.

1.2. FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

1.3. SEAL - The seal of the Association shall bear the abbreviated name of the Association; the word "Florida," and the year of incorporation, 1985.

2. MEMBERS' MEETINGS

2.1. ANNUAL MEETINGS - Annual members' meetings shall be held in the month of December and at such time, at Pine Ridge Village I or at such other convenient location as may be determined by the Board of Directors each year, in conjunction with the election of Directors and for transacting any business authorized to be transacted by the members.

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2.2. SPECIAL MEETINGS - Special member's meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written notice from 25% of the Association voting interests. In the event that the Board of Directors adopts a budget requiring assessments for a Condominium or for the Association exceeding 115% of the assessments for the preceding year, the Board upon written application of 10% of the voting interests in that Condominium shall call a special meeting of the unit owners of that Condominium to consider and enact an alternate budget. Members meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests.

2.3. NOTICE OF MEMBERS' MEETINGS - Notice of members meetings including the annual meeting, which must include an identification of agenda items, shall be delivered or mailed to each unit owner by United States mail, unless waived in writing, at least 14 days prior to the meeting, provided however, that any election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4. next following. An officer of the Association or the Manager or other person giving notice of the meeting shall execute an affidavit of mailing or delivery per F. S. 718.112(2)(d)(2) or provide a United States Postal Certificate of Mailing which shall be retained in the official records of the Association as proof of such mailing or delivery. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least 14 continuous days prior to the annual meeting. The Board, upon notice to unit owners shall by duly adopted rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

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2.4. BOARD ELECTION MEETINGS - NOTICE AND PROCEDURE - The regular election shall occur at the time and place of the annual meeting is scheduled to occur regardless of whether a quorum is present.

2.4.1. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, the first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the Association not less than 40 days before a scheduled election. Not less than 30 days before the scheduled election the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet which must be furnished by the candidate not less than 35 days before the election, on one side of a sheet, no larger than 8 1/2 inches by 11 inches, with the costs of copying and mailing to be borne by the Association. The Association shall not edit, alter, or otherwise modify the content of the information sheet and shall have no liability for its contents. The Board shall hold a meeting within 5 days after the deadline for the candidates to provide their notices to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any unit owner or other eligible person may nominate himself or may nominate another unit owner or eligible person, if he has permission in writing to nominate the other person.

2.4.2. A voting machine may also be used by those attending the meeting in person, and a unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance from

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a member of the Board of Administration or other unit owner but no unit owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.

2.4.3. There is no quorum requirement; however at least 20 percent of the eligible voters must cast a valid ballot to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.4. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

2.5. NOTICE - OWNERS BUDGET MEETING - Notice of a special meeting called by the Board at the written request of 10% of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each unit owner.

2.6. NOTICES SPECIFIC - All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting and shall incorporate an identification of agenda items.

2.7. QUORUM - A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions as may by F.S. 718 or the documents require a larger percentage in which case the percentage required in F.S. 718 or the Documents shall govern.

2.8. OWNER PARTICIPATION - Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Such rules must be

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adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes.

Both limited proxies and general proxies may be used to establish a quorum.

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2.11. NO QUORUM - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.12. ORDER OF BUSINESS - The order of business at annual members' meetings and, as far as applicable at all other members' meetings, may be:

- (a) Election of a Chairman of the meeting, unless the President or Vice President of the Association is present when he (or she) shall preside.
- (b) Collection of ballots.
- (c) Checking of signatures and unit identifications on ballot outer envelopes against the eligible voter lists.
- (d) Registering proxies and counting votes.
- (e) Proof of Notice of meeting or waiver of notice.
- (f) Calling of the roll and certifying of proxies.
- (g) Reading and disposal of any unapproved minutes.
- (h) Reports of Directors.
- (i) Reports of Committees.
- (j) Announcement of the results of the election of Directors.
- (k) Unfinished business.
- (l) New business.
- (m) Adjournment.

3. BOARD OF DIRECTORS

3.1. NUMBER, TERM, AND QUALIFICATIONS. The affairs of the Corporation shall be governed by a Board composed of from five (5) to nine (9) persons as may be determined from time to time by the voting interests. At present the Board is composed of seven persons. All Directors shall be members or spouses of members. All officers of a corporation, trust, partnership or other such owner shall be deemed to be members for the purpose of Board

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membership. Directors shall be elected by the voting interests as to regular or general elections at the time and place at which the annual meeting is scheduled to occur regardless of whether a quorum is present for two year staggered terms to continue the arrangement whereby four of the Directors are elected one year and three the next to provide continuity. In the event of a tie, for a designated position on the Board the tie shall be resolved by agreement of the candidates, if possible; otherwise a runoff election must be held in accordance with Rule 61B-23.0021 of the Florida Administrative Code.

3.2. TERM OF SERVICE - The term of each Director's service, except in the case of a vacancy caused by recall, shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act by a majority of the voting interests. A Board member appointed by the Board to replace a recalled Board member shall fill the vacancy until the next regularly scheduled election for any position. Provided that a seat held by a Director who ceases to be an owner shall thereby automatically become vacant.

3.3. BOARD VACANCIES - Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors; provided, however, that if a majority or more of the Board members are removed by recall the vacancies shall be filled in accordance with Rule 61B-23.0027 (if at a meeting) or with Rule 61B-23.0028 (if by written agreement), Florida Administrative Code; provided further that a Director who has been recalled by the membership may not be appointed to fill the vacancy created by his removal. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office.

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3.4. ORGANIZATIONAL MEETING - The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting. Election of officers may be by secret ballot.

3.5. REGULAR MEETINGS - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless noticed previously, shall be given to each Director personally or by mail, telephone or telecopier at least three days prior to the day named for such meeting.

3.6. SPECIAL MEETINGS - Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than three days notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

3.7. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.8. NOTICE TO OWNERS - Notices of Directors meetings, and meetings of committees to make recommendations regarding the Association budget or which have the authority to take action on behalf of the Board shall be posted conspicuously on the condominium property at least 48 continuous hours in advance for the attention of unit owners, except in an emergency. Notices shall specifically incorporate an identification of agenda items. Meetings at which a regular assessment is to be considered shall contain a statement that

assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the Secretary and filing among the official records of the Association. Upon prior notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of Board meetings shall be posted.

3.9. OWNER PARTICIPATION - Meetings of the Board of Directors and any committee thereof required to give notice pursuant to 3.8 above, at which a quorum of the members of that committee are present shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all identified agenda items provided however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Such rules must be adopted in advance and in written form. Unit owners shall have the right to tape record or videotape the meetings of the Board of Administration or Committee subject and pursuant to Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes.

3.10. BOARD MEETINGS, QUORUM AND VOTING - A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings, except as may be provided by the Condominium Act from time to time, and a vote or abstention for each member present shall be recorded in the minutes. If at any meeting of the Board there be less than a quorum

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present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.11. PRESIDING OFFICER - The presiding officer at Directors' meetings shall be the President if such an officer has been elected; and if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.12. DIRECTOR COMPENSATION - Directors shall serve without pay unless the voting interests annually authorize Director's fees, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Corporate Charter and these By-laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1. TO ADOPT BUDGETS, BORROW MONEY AND MAKE AND COLLECT ASSESSMENTS AGAINST owners to defray the costs of the Association.

4.2. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

4.3. TO MAINTAIN, REPAIR, REPLACE AND OPERATE the Condominium property.

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4.4. TO ENACT RULES AND REGULATIONS concerning the use of the common elements and the units, subject to the limitations contained in the Declaration of Condominium.

4.5. TO RECONSTRUCT THE CONDOMINIUM PROPERTY AFTER CASUALTY and to further improve such property.

4.6. TO APPROVE OR DISAPPROVE PROPOSED ACTIONS in the manner provided by the Condominium Declaration.

4.7. TO ENFORCE by legal means the provisions of applicable laws and the condominium documents.

4.8. TO CONTRACT FOR MANAGEMENT of the Condominiums.

4.9. TO CARRY INSURANCE for the protection of the unit owners and the Association.

4.10. TO PAY THE COST OF ALL UTILITY SERVICES rendered to the Condominiums and not billed to owners of individual units.

4.11. TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12. TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the Condominium and Association property necessary or desirable for proper operation of the Community.

4.13. TO COMPLY WITH REQUIREMENTS FOR ENTERING CONTRACTS FOR PRODUCTS AND SERVICES - All contracts for the purchase, lease or renting of materials or equipment or for services, or which are not to be fully performed within one year, shall be in writing. As to any such contract which requires payment exceeding 5 percent of the total annual budget of the Association

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including reserves except for contracts with employees of the Association, and for attorneys, accountants, architects, engineering and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. This Paragraph shall be deemed to incorporate the provisions of the Condominium Act as it exists from time to time.

4.14. TO LEVY FINES - The Directors may, pursuant to F.S. 718.303, impose fines not to exceed \$100.00 per violation, for failure to comply with the provisions of the condominium documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00.

4.14.1. HEARING NOTICE - The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the declaration, association charter, bylaws, or rules and regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.

4.14.2. RESPONDENT'S RIGHTS - The party against whom the fine or sanction may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and

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shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

4.14.3. HEARING COMMITTEE - The hearing must be held before a committee of between 5 and 9 other unit owners, none of whom are members or spouses of members, of the Board of Directors. If the committee does not agree with the fine, the fine may not be levied.

4.15. TO APPOINT COMMITTEES - The Directors may appoint committees except that committees for the purpose of nominating candidates for election to the Board of Directors are prohibited. The Board may, however, appoint a search committee to encourage qualified persons to become candidates for the Board. All committees and committee members shall serve at the pleasure of the Board.

4.15.1. SCREENING COMMITTEE - The Board shall appoint a Screening Committee of from 3 and 7 unit owners whose function shall be to consider and approve or disapprove requests for the transfer of units, including leases; to review the rules and regulations with proposed new owners and tenants and to make its recommendations known to the Board of Directors for final action.

4.15.2. ARCHITECTURAL COMMITTEE - The Board shall appoint an Architectural Committee of from 3 to 7 unit owners whose function shall be to review and consider requests for alterations, additions or modifications to units, common elements, limited common elements and Association property and to make its recommendations known to the Board of Directors for final action.

4.16. TO MAINTAIN FIRE SAFETY COMPLIANCE - The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units with the applicable Fire and Life Safety Code.

4.17. TO ADOPT SPECIFICATIONS FOR HURRICANE SHUTTERS - The Board of Directors shall adopt hurricane shutter specifications for the building which

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shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

4.18. TO HAVE THE FOLLOWING EMERGENCY POWERS - The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

4.18.1. In anticipation of or during any emergency defined in Section 4.18.6. below, the Board of Directors of the Association may:

(a) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(b) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

4.18.2. During any emergency defined in Section 4.18.6. below:

(a) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio;

(b) The Director or Directors in attendance at a meeting shall constitute a quorum.

4.18.3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(a) Binds the Association; and

(b) Shall have the presumption of being reasonable and necessary.

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4.18.4. An officer, director, or employee of the Association acting in accordance with any emergency By-laws is only liable for willful misconduct.

4.18.5. The provisions of these emergency By-laws shall supersede any inconsistent or contrary provisions of the By-laws for the period of the emergency.

4.18.6. An emergency exists for purposes of this Section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

4.19 CONDEMNATION - To convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

4.20. TO TAKE ALL ACTIONS necessary and desirable to qualify for and maintain Pine Ridge as an "over 55" housing community.

5. OFFICERS

5.1. EXECUTIVE OFFICERS - The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary.

5.2. PRESIDENT - POWERS AND DUTIES - The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. VICE PRESIDENT - POWERS AND DUTIES - The Vice President shall, in the absence or disability of the President, exercise the powers and perform

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the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. SECRETARY - POWERS AND DUTIES - The Secretary shall keep the minutes of all proceedings of the Directors and the members; Shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; Shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; Shall keep and have custody of the records of the Association, except those of the Treasurer; and Shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5. TREASURER - POWERS AND DUTIES - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; Shall keep the assessment rolls and accounts of the members; Shall keep the books of the Association in accordance with good accounting practices; and Shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. EMPLOYEE COMPENSATION - The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

5.7. INDEMNIFICATION - Every Director and every officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director,

officer, or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, officer, or committee member admits or is adjudged guilty of willful malfeasance, misfeasance or nonfeasance in the performance of their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such Director, officer or committee member may be entitled by common law or statute.

5.8. DELEGATION - To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

6. MINUTES AND INSPECTION OF RECORDS - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111, except those which may be exempted by the Condominium Act and/or the Rules of the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time, shall be available for inspection by unit owners and Board members within 5 working days after receipt of a written request by the Board or its designee. This provision shall be deemed to have been complied with by having a copy of the official records available for inspection or copying on the condominium or Association property. Provided, however, that the Directors may adopt, in advance and in written form, reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

7. FISCAL MANAGEMENT - Shall be in accordance with the following provisions:

7.1. BUDGET - A proposed annual budget of common expenses for the Association shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance and management fees, if any, and for all of the unpaid operating expenses previously incurred. The budgets shall contain reserves per F.S. 718.112(2)(F)(2) which may later be waived by the voting interests. The waiver of reserves in an individual condominium budget shall be voted upon only by the voting interests in that Condominium. Reserve funds and any accrued interest on the funds for an individual Condominium shall remain in the reserve accounts for authorized reserve expenditures only, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests in that Condominium present at a duly called meeting of the Association. It will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year.

7.2. MAILING - A copy of the proposed annual budgets shall be mailed or delivered to the unit owners not less than 14 days prior to the meeting of the directors at which the budgets will be adopted together with a notice of the meeting.

7.3. ASSESSMENTS - The shares of the unit owners of the common expenses may be made payable in installments of from one to three months in advance and shall become due on the first day of each such period and which shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses.

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preceding the acquisition of title and for which payment in full has not been received by the Association; or (2) One percent of the original mortgage debt. This partial excusal shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the mortgagee. The person acquiring title shall pay the amount owed to the Association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments. This paragraph shall be deemed amended so as to incorporate the provisions of F.S. 718.116 as amended from time to time.

7.7. LIENS FOR ASSESSMENTS - The unpaid portion of an assessment including an accelerated assessment which is due, together with costs, interest and reasonable attorneys' fees for collection, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116.

7.8. UNPAID CHARGES - Unpaid charges which are due together with costs, interest and reasonable attorney's fees including appeals for collection shall be the basis for an action at law by the Association against the unit owner.

7.9. COLLECTION - INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS - Assessments paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate from time to time (now 18% per annum) from the date

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due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

7.10. COLLECTION - SUIT - The Association, at its option, may enforce collection of delinquent assessments by suit at law, by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the assessment lien 30 days before commencing foreclosure, unless Notice of Contest of Lien has been filed. The lien created by F.S. 718.116(5)(a) shall secure only assessments, interest, costs and attorneys fees and not fines, charges or other fees.

7.11. ACCOUNTS - All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

7.12. ASSOCIATION DEPOSITORY - The depository of the Association shall be a bank or banks or state or federal savings and loan associations or a member firm of the New York Stock Exchange with offices in Florida as shall be designated from time to time by the Directors and in which the monies for the

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Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.13. COMMINGLING OF FUNDS PROHIBITED - All funds shall be maintained separately in the Association's name provided that operating and reserve funds may be commingled for purposes of investment, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431.

7.14. FINANCIAL REPORTS - A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with F.S. 718.111(13) or in lieu thereof (if required by Rule 61B-23.004 Florida Administration Code) a complete set of financial statements which shall be compiled, reviewed or audited depending on the total of the annual receipts as provided for in the Rule. A copy of the report or the financial statements shall be furnished to each member within 30 days after its completion and delivery to the Directors or at the annual meeting.

7.15. FIDELITY BONDING - The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the President, Vice-President, Secretary and Treasurer of the Association in an amount equal to 25 percent of the then current annual budget plus all reserve funds of the Association previously accumulated but in no event less than the minimum required by the Condominium Act from time to time. The Association shall bear the cost of bonding.

8. PARLIAMENTARY RULES - A parliamentary procedure such as Robert's Rules of Order uniformly applied shall govern the conduct of corporate

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proceedings when not in conflict with the Declaration, the Charter or By-Laws of the Association or with the laws of the State of Florida.

9. BY- LAW AMENDMENTS - Amendments to the By-Laws shall be adopted in the following manner:

9.1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which or by which a proposed amendment is considered.

9.2. PROPOSAL OF AMENDMENTS - An amendment may be proposed by either a majority of the Directors or by a written petition signed by at least Twenty-five Percent (25%) of the voting interests specifying the amendments desired.

9.3. ADOPTION OF AMENDMENTS - A resolution or written agreement adopting a proposed amendment must receive approval of fifty percent plus one of the voting interests of the Association.

9.4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

9.5. AUTOMATIC AMENDMENT - These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, the Association Charter, or the Condominium Act as amended from time to time.

9.6. PROPOSED AMENDMENT FORMAT - Proposal to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

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10. MANDATORY ARBITRATION OF DISPUTES - If unresolved, disputes between the Board and unit owners as defined in F.S. 718.1255(1) must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation.

The foregoing were adopted as the Amended and Restated By-Laws of PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC. on this 5th day of JANUARY, 1995.

Norm Haemon

PRESIDENT

PINE RIDGE AT FT. MYERS VILLAGE I - #1, #2, #2A AND #3 CONDOMINIUMS

EXHIBIT "D"

AMENDED AND RESTATED RULES AND REGULATIONS

A. GENERAL RULES

1. Only passenger automobiles, sport/utility vehicles, mini-trucks, vans and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space but not longer than 23.5 feet may be parked in the areas assigned parking spaces. Such vehicles must not have any commercial advertising, signs or writing. Vehicles of owners and tenants existing upon the Pine Ridge property at the time of the adoption of this regulation that do not meet the foregoing qualifications are declared to be grandfathered and may remain. All vehicles must display an Association registration sticker and be registered in the Association office. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers must be parked in garages. Vehicle maintenance, except car washing in the designated area, is not permitted on the Condominium property. Car washing is limited to Saturday, Sunday and Wednesday during daylight hours. Personal hoses must have an automatic shutoff nozzle so that water flow is cut off when not in use. The Association reserves the right to discontinue allowing car washing on the property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on Condominium property. Vehicles (cars, trucks, vans, campers, motorcycles, trailers) cannot be parked as storage on the property. Stored vehicles must be placed in garages. If an Association member is going to leave a vehicle in his authorized parking space for a period of more than one month, then he will be required to advise the Association, in writing, of the

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length of stay and supply the Association with a description of the vehicle and its license number. Protective covers on vehicles must be clean and secure. Commercial vehicles used by vendors of the Association or unit owners while actively engaged in work at Pine Ridge are exempt from this regulation.

2. The speed limited in Pine Ridge is 15 mph.

3. The Association will install bike racks on common elements to provide bike parking at the two and three story buildings. These racks will not be reserved and will be used at the bike owner's risk. If space is not available, go to next rack. This will not be a storage area, it is only for current use. Storage will be inside the unit.

4. Recreational facilities will be used in such a manner as to respect the rights of others, and the Directors may regulate duration of use, hours of opening and closing and schedule their use.

The use times for the Recreation Areas are as follows:

Shuffleboard	8 A.M. to dusk
Tennis Court	8 A.M. to 10 P.M.
Pool Area	8 A.M. to 10 P.M.

5. Exterior radio and television antennas including satellite dishes and poles or towers are prohibited. *OLD*

6. To maintain harmony of exterior appearance no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium or Association property visible from the exterior of the building or from common elements without the prior written consent of the Directors. All curtains, shades, drapes and blinds shall be white, off-white or pastel in color or lined with material of these colors.

7. Name signs, not to exceed 12 inches wide by 24 inches long may be displayed in 2 or 3 story buildings. These signs will be affixed to the unit

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CERTIFICATE OF AMENDMENT

RULES AND REGULATIONS

PINE RIDGE AT FT. MYERS VILLAGE I - #1, #2, #2a AND #3 CONDOMINIUMS

RECORDED 02/16/00 03:36 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK K Cartwright

I HEREBY CERTIFY that the following amendment to the Amended and Restated Rules and Regulations of Pine Ridge at Ft. Myers Village I - #1, #2, #2A and #3 Condominiums was duly adopted by the Board of Directors and ratified by the Association membership at the duly noticed meetings of here on the 9th day of December, 1999. The original Declaration of Condominium I - #1 is recorded at O.R. Book 1809, Page 332, *et seq.*; Condominium #2 is recorded at O.R. Book 1831, page 4635, *et seq.*; Condominium #2A is recorded at O.R. Book 2249, Page 0018, *et seq.*; Condominium #3 is recorded at O.R. Book 1959, Page 1856, *et seq.*; and the Amended and Restated and Combined Declaration Pine Ridge at Ft. Myers Village I - #1, #2, #2A, and #3 Condominium is recorded at O.R. Book 2565, Page 3645, *et seq.*, of the Public Records of Lee County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Amendment: Rule 5, Rules and Regulations (Satellite Dishes)

5. ~~Exterior radio and television antennas including satellite dishes and poles or towers are prohibited.~~ No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on condominium property subject to compliance with the following requirements:

Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

Antennas are only permitted to be installed in exclusive use areas, such as limited common element balconies. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.

All antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal.

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To safeguard the safety of the unit owners, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. The owner shall indemnify the Association from any claim made by any party regarding the installation of the antennae and shall be responsible for any property damage created thereby. The Association may require owners who install an antenna to sign an agreement evidencing these undertakings.

WITNESSES:
(TWO)

PINE RIDGE AT FT. MYERS VILLAGE I
CONDOMINIUM ASSOCIATION, INC.

Thomas J Schaffer
Signature

Thomas J Schaffer
Printed Name

Steph J Schwab
Signature

Steph J Schwab
Printed Name


BY: Kenneth C Houston
Kenneth Houston, President

Date: 1/20/00

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 20th day of January 2000 by Kenneth Houston as President of Pine Ridge at Ft. Myers Village Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) as identification and did take an oath.

 Vanessa Stoecker
My Commission CC893724
Expires December 08, 2003

Vanessa Stoecker
Notary Public
Vanessa Stoecker
Printed Name

My commission expires: Dec. 8, 2003
130805_1.DOC.htm

OR BK 03232 PG 2705

WITNESSES:
(TWO)PINE RIDGE AT FT. MYERS
VILLAGE I CONDOMINIUM
ASSOCIATION, INC.Frank D. Rosa

Signature

Frank D. Rosa
Printed NameJohn F. Butrick

Signature

John F. Butrick
Printed Name

BY

Kenneth C. Houston
Kenneth Houston, PresidentDate: 3/1/00

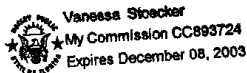
(CORPORATE SEAL)

STATE OF FLORIDA)

) SS:

COUNTY OF)

The foregoing instrument was acknowledged before me this 1st day of March, 2000 by Kenneth Houston as President of Pine Ridge at Ft. Myers Village I Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) as identification and did take an oath.



Notary Public

Vanessa Stoeker
Printed NameMy commission expires: 12/8/03
133190_1.DOC

OR BK 03339 PG 2349

AMENDMENT TO RULE 10 OF THE AMENDED AND RESTATED RULES AND
REGULATIONS OF PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM
ASSOCIATION, INC.

10. One dog or one cat and no more than 2 birds, tropical fish and other customary non-exotic (snakes and rodents are prohibited) quiet and inoffensive household pets not being kept or raised for commercial purposes shall be permitted upon the following conditions:

- a. Dogs and cats must be registered with the Association.
- b. Dogs maintained at Pine Ridge by owners prior to the adoption of these Regulations (January 6, 1995) are grandfathered and may be walked outdoors under hand-held leash. Dogs obtained after ~~that time~~ January 6, 1995 cannot exceed 20 pounds and must be maintained inside the owner's unit, ~~and cannot be walked on the common elements or Association property.~~ However, Trained dogs service animals may be that are maintained to meet the needs of aid and assist disabled persons in the full use and enjoyment of the premises. ~~such as seeing eye dogs are exempt from this Subsection 10.b. and subsection 10.e.~~
- c. Messes made by pets and service animals must be removed by owners or handlers immediately. The Directors shall designate the portions of the property which shall be used to accommodate the reasonable requirements of unit owners who keep pets, as well as those persons requiring the use of a service animal. ~~This latter provision regarding the designation of portions of the property to be used to walk pets, shall not apply to persons requiring the use of a service animal and, as such, those persons shall have the full use and enjoyment of the premises and their dwelling unit.~~

EXHIBIT "A"

OR BK 03339 PG 2350

d. Pets and service animals that are vicious, noisy or otherwise unpleasant will not be permitted at Pine Ridge. In the event that a pet or service animal has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet or service animal and the pet or service animal must be removed from the condominium property within three (3) days.

e. Guests and tenants are not permitted to have pets, but may maintain a service animal with prior Board approval.

This instrument prepared by:
 Michael R. Whitt, Esq.
 Becker & Poliakoff, P.A.
 13515 Bell Tower Dr., #101
 Fort Myers, FL 33907
 (941) 433-7707

INSTR # 5024340
 OR BK 03339 PG 2348

RECORDED 12/15/00 09:00 AM
 CHARLIE GREEN CLERK OF COURT
 LEE COUNTY
 RECORDING FEE 15.00
 DEPUTY CLERK L. Wheat

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED being the President of and Secretary of Pine Ridge at Ft. Myers Village I Condominium Association, Inc., a Florida not-for-profit corporation, do hereby certify that the attached Amendment to Rule 10 of the Amended and Restated Rules and Regulations of the Association, recorded as Exhibit "D" to the Amended, Restated and Combined Declaration of Condominium of Pine Ridge at Ft. Myers Village I recorded at O.R. Book 2565, Page 3645 and following of the Public Records of Lee County, Florida was duly adopted by the Board of Directors of the Association by proper vote on the 19 day of Oct., 2000

Dated this 29 day of Nov., 2000.

PINE RIDGE AT FT. MYERS VILLAGE I
 CONDOMINIUM ASSOCIATION, INC.

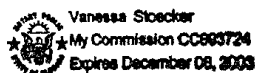
By: Carl Pyatt, President

Attest:

By: Terrie Berlinger, Secretary

STATE OF FLORIDA)
) SS:
 COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 29 day of Nov., 2000 by Carl Pyatt as President of Pine Ridge at Ft. Myers Village I Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.



Vanessa Stoeker
 Notary Public

Vanessa Stoeker
 Printed Name

My commission expires: 12/8/03
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OR2565 PG3717

door, but no holes may be drilled. Other units will place name signs on the courtyard fence or wall. Single family home units without wall or fence will place the name sign on the garage.

8. An American flag may be displayed at an owner's unit from dawn to dusk, but the size may not exceed 3 feet by 5 feet. The location of the flag for units in 2 or 3 story buildings will be behind the screened lanai, not outside the unit. Other units will display flags on the court yard fence or wall. Single family home units, without a wall or fence, will display their flag by their front door in a flag holder, but no in-the-ground flag holders are permitted.

9. All common elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to unit owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Directors, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the common elements caused by themselves, their tenants, guests and family members.

10. One dog or one cat and no more than 2 birds, tropical fish and other customary non-exotic (snakes and rodents are prohibited) quiet and inoffensive household pets not being kept or raised for commercial purposes shall be permitted upon the following conditions:

- a. Dogs and cats must be registered with the Association.
- b. Dogs maintained at Pine Ridge by owners prior to the adoption of these Regulations are grandfathered and may be walked outdoors under hand-held leash. Dogs obtained after that time cannot exceed 20 pounds and must be maintained inside the owner's unit and cannot be walked on the common elements

ENCLOSURE 118

or Association property. Trained dogs that are maintained to aid and assist disabled persons such as seeing eye dogs are exempt from this Subsection 10.b.

c. Messes made by pets must be removed by owners or handlers immediately. The Directors shall designate the portions of the property which shall be used to accommodate the reasonable requirements of unit owners who keep pets.

d. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in Pine Ridge. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the condominium property within three (3) days.

e. Guests and tenants are not permitted to have pets.

11. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of the garbage disposal units.

12. Because Pine Ridge is an "over 55" Community, all leasing and occupancy must comply with the detailed provisions of Paragraph 13 of the Declaration of Condominium which must be consulted. All persons occupying units other than the owners shall be registered with the Manager or other designate of the Association at or before the time of their occupancy of the unit. This includes renters and house guests.

Units may not be rented for periods of less than three (3) consecutive months. Only entire units may be leased. Subleasing and the renting of rooms is prohibited. A copy of these Rules and Regulations must be given to the tenants by the unit owner, or the unit owner's agent. No unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a unit overnight than the number of

OR2565 PG3719

bedrooms times two, plus two. Tenants may not sublease units. Association members may not lease their units if their maintenance fees are not currently paid.

13. The Association shall retain a pass key to the units, and the unit owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the units.

14. Rules for the Recreation Area - Pool, Shuffleboard, Tennis Court:

a. Children under 16 years of age will be accompanied and supervised by an adult (over 18 years).

b. Children under 8 years old will be accompanied and supervised by an adult in the water with the child.

c. No child in diapers will be permitted in the pool without properly sealed rubber pants.

d. Association Members/Tenants will be responsible for the costs related to cleaning, repairing and correcting any damage done to the recreation area.

e. No child under 13 years old, unless accompanied by an adult, will be permitted in the Spa. Persons with health problems may enter at their own risk.

f. Any child less than 18 years old who has children as guests MUST be supervised and accompanied by an adult.

g. No toys, floats, tubes, balls, floating chairs, etc. are permitted in the pool water or on the pool deck. Swimming aids are permitted only for children who cannot swim. No ball playing, running, jumping or diving is permitted.

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- h. All persons MUST shower before entering the pool.
 - i. No food or glass is permitted in the pool area. No drinks are permitted within 4 feet of the pool or Spa.
 - j. Only radios, tape and compact disk players are permitted in the pool area and they must be used with headphones as all residents have the right to enjoy the quiet of the pool area.
 - k. Notice of planned social functions to be held in the pool area will be posted.
15. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others. No vocal or instrumental practice is permitted after 10:00 p.m. or before 9:00 a.m.
16. The occupants of the condominium units shall not permit objectionable noises or noxious odors to emanate from the premises.
17. No unit owner or resident shall commit, nor permit nuisance, immoral or illegal acts in his unit or on the common elements.
18. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Directors.
19. Security for Clubhouse and pool area:
A refundable deposit as established by the Board of Directors must be paid to obtain a pool entry card to allow entrance to the pool area. New residents will fill out the application at the time of screening and the card will be issued by the Association Manager when the new resident moves in.
20. Security gate for front entrance:

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A refundable deposit as established by the Board of Directors must be paid to obtain a remote control to allow entrance to the security gate. New residents will fill out the application at the time of screening and the remote control will be issued by the Association Manager when the new resident moves in.

21. Owners who are not residing in their units must have prior approval from the Association for guests to use the Association's facilities. The Association Manager must be given the names of the guests, length of stay, and the description and license plate numbers of guest vehicles. This is to insure that persons on the property are here with joint permission the owners and the Association member and Association. Guests must be made aware of these rules and regulations and the owners are responsible for the guest's actions. Guest vehicle passes will be issued upon arrival of guests.

22. Only unit owners or their immediate family, (no tenants) may use the Clubhouse for private events and only if no prior Association meeting or function is scheduled. A 24 hour notice to the Association Manager is required to reserve the Clubhouse. The Clubhouse restrooms must remain open for use of other Association members during private events. A \$25.00 refundable deposit is required for cleanup. Cleanup must be performed immediately upon completion of the private event. The pool may not be reserved for private events.

23. The Association, having adopted hurricane shutter specifications, requires unit owners to insure that all specifications are met when having shutters installed, including color, style, other relevant factors and must comply with building codes, as required by F. S. 718, the Condominium Act.

24. When unit owners or tenants will be absent from their unit for extended periods (such as during the summer), water to the unit must be shut off at the main valve to insure that a system failure (such as at a water heater

OR2565 P63722

connection) will not cause a leak resulting in damage to other units or the common elements. Damage caused by failure to comply with this requirement shall be a liability of and charge against the unit owner.

25. Concerns of a resident or unit owner concerning any other residents or owners or the condition or operation of Pine Ridge by the Association will be submitted to the Association Manager in writing. The written information will include the unit number, name, address, telephone number, date and a complete description of the area of concern that requires action. Copies of the written concerns will be maintained by the Association Manager to determine necessary action required by the Association.

26. The Architectural Committee Chairman is granted authority to approve routine requests that comply with specifications that the Board has previously approved. The approval, with instructions, will be presented at the next Board meeting. Other requests will have to be presented to the Board for approval. Requested modifications will be reviewed for compliance by the Architectural Committee.

27. New owners must provide a copy of their Warranty Deed to the Association Manager within two weeks after closing. At that time, the new owner will provide emergency addresses, telephone numbers and vehicle registration information.

28. No boats, floats, toys or personal watercraft of any kind are permitted on the lake nor may it be used for wading, swimming or bathing. It is part of the surface water management system and may be entered for maintenance purposes only and only by maintenance personnel. Hook and line fishing is permitted from the east shoreline but the use of nets for fishing is prohibited.

0R2565 PG3723

29. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the building or contents thereof. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law or building code.
30. Persons moving furniture and other property into and out of units shall do so only Mondays through Saturdays between the hours of 8:00 A. M. and 5:00 P. M. Moving vans and trucks used for this purpose shall only remain on condominium property when actually in use.
31. Repair, construction, decorating or re-modeling work shall only be carried on on Mondays through Saturdays between the hours of 8:00 A. M. and 5:00 P. M. All scraps and debris must be removed from the Pine Ridge property by the owner or his contractor and may not be deposited in the garbage dumpsters.
32. These Rules and Regulations shall apply equally to owners, their families, guests, domestic help and lessees.
33. The Board of Directors of the Association may impose a \$100.00 fine for each violation of these Rules and Regulations or any of the condominium documents.
34. The Board of Directors, the Manager, owners and residents are encouraged to become familiar with and to increase their knowledge of condominium living and condominium law by attending educational meetings and seminars, and in furtherance of this policy the Association maintains membership in the Community Association Institute entitling Condominium Association members to a reduced rate. However Board and Association members must pay their own expenses.
35. No soliciting for any purpose or organization is permitted within Pine Ridge.

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36. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Association property. Reference should be made to the Condominium Declaration, Association Charter and By-laws.

B. RULES FOR INSPECTION AND COPYING OF THE OFFICIAL RECORDS

PREAMBLE: The Board of Directors' policy has been and will continue to be full compliance with Section 718.111(12)(c) of the Florida Condominium Act granting members of the Association and their authorized representatives access to the official records of the Association at all reasonable times. Nevertheless, the Board determines that it is necessary because of the cost of supervision and in order to limit excessive demands upon the time and attention of the Manager and the Board to the detriment of the regular business of the Association, to adopt the following rules regarding the frequency, time, location, notice and manner of record inspections and copying pursuant to the authorization for such action in F.S. 718.111(12)(c).

1. An appointment for a period of less than fifteen minutes to inspect records currently available in the normal course of business may be made by telephone.

2. The records to be inspected must be described, in writing in advance, with reasonable particularity. If the Association cannot reasonably determine from the written request what records are desired, it may require that the request be re-submitted in more detail.

3. The written request for inspection and/or copying must be received by the Association Secretary or the Resident Manager at least five working days (excluding Saturdays, Sundays and Federal Legal Holidays) in

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advance. It must state the amount of time needed to inspect the records and the persons who will be present for the inspection.

4. Records may only be inspected and/or copied in the Association office or other convenient location of the Association's choosing during the normal working hours of the Association Manager and excluding the Manager's lunch hour and must cease in time to permit the records being returned to the record repositories before the office is closed.

5. It shall be the Association's option as to whether it will make and provide the copies or permit the requesting owner or representative to make the copies, and whether the copies will be made and supplied during the inspection or within a reasonable later time, taking into account the other duties of the available personnel. Copies shall be charged for at the rate of 25 cents per page or such higher amount as permitted by law from time to time if made by the Association. The cost of the copies shall be paid to the Association before the copies are made.

6. No inspection or copying shall be permitted unless supervised by an Association representative in the same room. Upon presentation of the records to be inspected, the person(s) inspecting the records shall sign a receipt indicating which records have been provided and the date and times of beginning and concluding the inspection.

7. Records which are bound, stapled or otherwise organized or connected shall not be disconnected or disassembled by the owner or his representative and may not be marked, altered or written upon.

8. No owner nor his representative shall be permitted to open file cabinets, drawers or other record repositories and remove records.

OR2565 PG3726

9. No owner or his representative may inspect or copy records more frequently than is reasonably necessary to accomplish the purpose of the inspection. In particular, since the Association assesses quarterly and prepares financial reports quarterly, financial records may not be inspected or copied during the time that the report is being compiled or prior to the Association's receipt of the finished report.

10. Because all unit owners have equal rights to inspection and copying, no single owner or group of owners shall have the right to monopolize the Association's resources devoted to inspection and copying and no owner or representative shall be permitted time for repeated inspections and copying until other unit owners who have requested to do so have had their turn.

11. Individual inspection and copying periods shall be limited to two hours per month and each owner shall be permitted a maximum of eight hours per calendar year. Inspection and copying by all owners wishing to do so cannot consume more than 8 total hours of the Association's time and resources (including the production, retrieval and replacement of records) per month.

12. There shall be no inspection and copying of records exempted by the Condominium Act and the Florida Administrative Code.

C. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS

I. THE RIGHT TO SPEAK:

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation or the By-laws.

3. Unit owner participation will not be permitted after reports of officers or committees unless a motion is made to act upon the report, or the Chair determines that it is appropriate or is in the best interest of the Association.

4. Anyone wishing to speak must first turn in a 3 inch and 5 inch card to the Secretary before the meeting with the person's name, unit number and the agenda item(s) to which they wish to speak.

5. While a unit owner is speaking he or she must address only the Chair, no one else is permitted to speak at the same time.

6. A unit owner may speak only once for not more than four (4) minutes and only on the subject or motion on the floor.

7. The Chair may, by asking if there be any objection and hearing none, permit a unit owner to speak for longer than four (4) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.

8. The Chair will have the sole authority and responsibility to see to it that all unit owner participation is relevant to the subject or motion on the floor.

II. THE RIGHT TO VIDEO OR AUDIOTAPE:

1. The audio and video equipment and devices which unit owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

95 JAN -6 PM 3:57

2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours advance written notice shall be given to the Board by any unit owner desiring to utilize any audio and/or video equipment to record a meeting.

III. ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH UNIT OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED ON THE BULLETIN BOARD IN THE CLUBHOUSE.

New

PROPOSED AMENDMENTS

**AMENDED, RESTATED AND COMBINED DECLARATION OF CONDOMINIUM
PINE RIDGE AT FT. MYERS VILLAGE I - #1, #2, #2A AND #3 CONDOMINIUMS**

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

**Proposed Amendment No. 1: Article 4.22, Amended, Restated and Combined
Declaration of Condominium**

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

(Sections 4.1 through 4.21 Remain Unchanged)

4.22. LIMITED COMMON ELEMENTS - Those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units. Whenever a portion of the Condominium Property naturally and exclusively services a particular unit, and where the area in question lies outside of the boundaries of the unit, the delegation of maintenance responsibility for the area shall serve to define the area as a limited common element.

(Remainder of Article Unchanged)

**Proposed Amendment No. 2: Articles 6.1 and 6.2, Amended, Restated and Combined
Declaration of Condominium**

6. MAINTENANCE RESPONSIBILITY - The responsibility for maintenance of the Condominium shall be as follows:

6.1. BY THE ASSOCIATION - The Association shall maintain, repair and replace at the Association's expense the common elements and limited common elements exclusive of surface treatments, decorations or other additions by unit owners and also exclusive of the items listed in Paragraph 6.2.1 to be maintained by the unit owner, and:

6.1.1. STRUCTURAL - Those portions of the unit which contribute to the support of the building including, but not limited to, the perimeter walls (excepting drywall and the finishes thereon as provided in Article 6.2.1 hereof), columns, roof and floors. Also, wiring, piping, ductwork and other mechanical, electrical or other installations or equipment serving the common elements or more than one unit.

6.1.2. NEGLIGENCE - Provided that if the maintenance and repair and replacement of any of the common elements, the items in 6.1.1. above or other units shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, it shall be a liability of the unit owner. Such work may be done by the Association at the expense of the unit owner, and the cost shall be secured as a charge.

6.1.3. DAMAGE - All incidental damage caused to a unit by work done or ordered by the Association exclusive of unavoidable damage to surface treatments or decorations, shall be promptly repaired by and at the expense of the Association.

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

6.2.1. SPECIFIC ITEMS - To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained repaired and replaced by the Association. The unit owner's responsibility includes windows and glass panels, hurricane shutters, doors except exterior surface paint or stain, screens, frames, hardware, appliances, fixtures switches, compressors, air handlers, air conditioner refrigerant lines and drains, wiring, piping, ductwork, and plumbing servicing only the particular unit, whether located inside or outside the unit. The unit owner is also responsible for the maintenance, repair, and replacement of "drywall" also known as "sheet rock" or "gypsum board" servicing the unit, whether described as part of the unit or common elements herein, and if described as common elements, such drywall is specified to be a limited common element. The owner's responsibility includes all interior partitions (and the finishes thereon), but does not include any load-bearing columns or similar structural elements. The unit owner's responsibility also includes the drywall serving as the interior side of the exterior boundary walls, and the finishes thereon, and likewise includes the drywall on the unit's ceilings, including all finishes thereon.

(Remainder of Article Unchanged)

169123_1.DOC

Owners Responsibility

42⁰⁰

PREPARED BY:
 RICHARD D. DeBOEST, ESQ.
 ATTORNEY AT LAW
 POST OFFICE BOX 1480
 FORT MYERS, FL 33902
 Tel: (813) 334-1381

3720788

000761110700

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
 • BY: SUSAN THOMPSON •

CERTIFICATE

THE UNDERSIGNED being President and Secretary of PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amendment to the Amended, Restated and Combined Declaration of PINE RIDGE AT FT. MYERS VILLAGE I - #1, #2, #2a AND #3 CONDOMINIUMS, recorded in O. R. Book 2565, Page 3645, Public Records of Lee County, Florida was made by majority vote of the Board of Directors alone.

Dated this 27th day of January, 1995.

WITNESSES:

(Sign) Teresa Michaels

(Print) Teresa Michaels

(Sign) Marjorie S. Baer

(Print) Marjorie S. Baer

PINE RIDGE AT FT. MYERS VILLAGE I
 CONDOMINIUM ASSOCIATION, INC.

By: Nora Harmon
 Nora Harmon, President
 4743 Blackberry Drive
 Fort Myers, FL 33905

ATTEST:

Patricia Conneally
 Patricia Conneally, Secretary
 9611-3 Green Cypress Lane
 Fort Myers, FL 33905

STATE OF FLORIDA

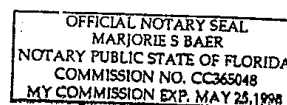
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27th day of January, 1995, by NORA HARMON and PATRICIA CONNEALLY, President and Secretary, respectively, of PINE RIDGE AT FORT MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

NOTARY PUBLIC:

(Sign) Marjorie S. Baer
 (Print) Marjorie S. Baer
 STATE OF FLORIDA AT LARGE (SEAL)

My Commission Expires:



**AMENDMENT TO AMENDED, RESTATED AND COMBINED DECLARATION
OF
PINE RIDGE AT FT. MYERS VILLAGE I - #1, #2, #2A AND #3 CONDOMINIUMS**

The Amended, Restated and Combined Declaration of PINE RIDGE AT FT. MYERS VILLAGE I - #1 #2, #2A AND #3 CONDOMINIUMS, recorded in Official Record Book 2565, Page 3645, Public Records of Lee County, Florida, is hereby amended to include the Amended and Restated Articles of Incorporation, as approved by the Secretary of State, and Certificate of the Secretary of State of the State of Florida filed January 9, 1995, with that office. Pursuant to the Amended, Restated and Combined Declaration, this Correctory Amendment was made by majority vote of the Board of Directors alone.

END OF AMENDMENT.

DONE this 27th day of January, 1995.

WITNESSES:

(Sign) Teresa Michaels

(Print) Teresa Michaels

(Sign) Marjorie S. Baer

(Print) Marjorie S. Baer

**PINE RIDGE AT FT. MYERS VILLAGE I
CONDOMINIUM ASSOCIATION, INC.**

By: Nora Harmon

Nora Harmon, President
4743 Blackberry Drive
Fort Myers, FL 33905

ATTEST:

Patricia Conneally
Patricia Conneally, Secretary
9611-3 Green Cypress Lane
Fort Myers, FL 33905

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27th day of January, 1995, by NORA HARMON and PATRICIA CONNEALLY, President and Secretary, respectively, of PINE RIDGE AT FORT MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

NOTARY PUBLIC:

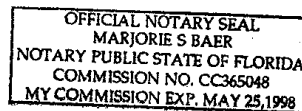
(Sign)

Marjorie S. Baer

(Print)

MARJORIE S. BAER
STATE OF FLORIDA AT LARGE (SEAL)

My Commission Expires:



State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on January 9, 1995, for PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N07707.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of January, 1995



CR2EO22 (1-95)

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC.**

These are the Amended and Restated Articles of Incorporation of Pine Ridge At Ft. Myers Village I Condominium Association, Inc. originally filed with the Florida Department of State on February 19, 1985, under Document #N07707. Amendments included have been adopted pursuant to F.S. 617.1007. There is no discrepancy between the Articles of Incorporation as heretofore amended and the Restated Articles other than the inclusion of these amendments and the omission of matters of historical interest.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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ARTICLE I

The name of this corporation is

PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

PURPOSES:

The purpose for which this corporation is organized is to act as the governing association of the residential condominiums at Pine Ridge At Ft. Myers Village I, located in Fort Myers, Lee County, Florida. The Association's principal address is 4801 Lakeside Club Boulevard, SE, Fort Myers, FL 33905.

ARTICLE III

QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION:

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a Condominium unit in the Condominiums shall by virtue of such ownership be a member of this Corporation; provided however, that the approval requirements contained in the

Declaration of Condominium must have been met before a person's membership commences. No other persons shall be members.

ARTICLE IV

TERM OF EXISTENCE:

The term for which this Corporation is to exist shall be perpetual, unless sooner dissolved pursuant to provisions of Florida Statutes Chapter 617, as amended.

ARTICLE V

DIRECTORS AND OFFICERS:

The affairs of this Corporation shall be managed by a governing Board of from five (5) to nine (9) Directors who shall be members of the Association or the spouses of members and who shall be elected at the time and place the Annual Meeting of the Corporation is scheduled to occur, regardless of whether a quorum is present as provided for in the By-Laws. The officers shall be: a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such other assistant officers as the Directors shall decide. They shall be elected by the Board of Directors. The officers and members of the Board shall perform such duties, hold office for such terms, and take office at such times as shall be provided by the By-Laws of the Corporation.

ARTICLE VI

BY-LAWS:

The By-Laws of this Corporation may be made, altered, amended or repealed by Fifty Percent (50%) plus one of the members' voting interests as provided for in the By-Laws.

ARTICLE VIIAMENDMENT OF ARTICLES OF INCORPORATION:

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

An Amendment may be proposed by either the Board of Directors or by twenty-five percent of the voting interests and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed Amendment, or by written agreement as provided for in the Declaration of Condominium.

The Amendment must be approved by a vote of Fifty Percent (50%) plus one of the members' voting interests.

These Amended and Restated Articles of Incorporation were duly adopted by the required percentage of the membership, which was a sufficient number for approval, on December 15, 1994.

Signed this 5th day of January, A.D. 1995.

PINE RIDGE AT FT. MYERS VILLAGE I
CONDOMINIUM ASSOCIATION, INC.

By: Nora Harmon
NORA HARMON, President

By: Patricia Conneally
PATRICIA CONNEALLY, Secretary

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of January, 1995, by NORA HARMON, as President of PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. She is personally known to me and did not take an oath.

NOTARY PUBLIC:

(Sign) Marjorie S. Baer

(Print) Marjorie S. Baer

STATE OF FLORIDA AT LARGE (SEAL)
My Commission Expires OFFICIAL NOTARY SEAL
MARJORIE S. BAER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC365048
MY COMMISSION

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of January, 1995, by PATRICIA CONNEALLY, as Secretary of PINE RIDGE AT FT. MYERS VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. She is personally known to me and did not take an oath.

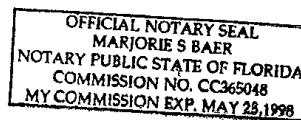
NOTARY PUBLIC:

(Sign) Marjorie S. Baer

(Print) Marjorie S. Baer

STATE OF FLORIDA AT LARGE (SEAL)

My Commission Expires:



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