



INST # 6730774 OR BK 04675 Pgs 3088 - 3121; (34pgs) RECORDED 04/21/2005 02:58:14 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY, FLORIDA
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DECLARATION OF COMMERCIAL CONDOMINIUM FOR
NORMARK PLAZA COMMERCIAL CONDOMINIUM

290.60

THIS CONDOMINIUM DECLARATION made on this 21 day of April, 2005 pursuant to Florida Statute § 718.104, by NORMARK INVESTMENTS, INC., a New Mexico Corporation authorized to transact business under the laws of Florida, having its principal offices at 21421 Widgeon Terrace, Fort Myers Beach, Florida 33931 (referred to herein as "Developer").

1. Submission of Property. Developer, who is owner in fee simple absolute of certain lands, building, and other improvements constructed or to be constructed thereon, together with all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it, as described below and collectively referred to as the "Property," declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property, intending to submit the Property to the provisions of Chapter 718 of the Florida Statutes (referred to hereinafter as the "Condominium Act"), and further intending to create covenants running with the land and binding Developer and its successors and assigns forever.

2. Name of Condominium. The name by which the property shall be known is "NORMARK PLAZA COMMERCIAL CONDOMINIUM".

3. Description of Land. The land on which the building and improvements constituting the Property are to be located, consists of that certain real property described on Exhibit "A" and incorporated herein by reference.

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4. Description of Building. The building currently constructed on the land, designated "Building" on the Condominium Plat attached as Exhibit "B" and incorporated herein by reference (the "Condominium Plat"), is constructed principally of concrete block and consists of one (1) floor, being 25,796± square feet (under air conditioning) of commercial units, common elements, and parking area, some of which is designated "Limited Common Element".

5. Units. As depicted on the Condominium Plat, there are thirteen (13) units, which will be numbered consecutively from one (1) to thirteen (13) (the "Units"). Each Unit will be equipped with: two (2) bathrooms containing one (1) toilet and one (1) sink; finished ceiling (in office area only); roll-up (warehouse type) and metal entrance door in rear of unit; aluminum glass entrance door in front; carpeted area in office portion only (remainder is concrete floor); and one (1) exterior air conditioning unit, which is deemed to be part of the Unit which it serves. Developer makes no warranties, expressed or implied, as to the condition of the foregoing improvements.

6. Unit Boundaries: As shown on the Condominium Plat, each Unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the Building; or by permissible repairs reconstruction or alterations.

A. Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to meet the upper and lower boundaries:

(i) Upper Boundary: The planes of the underside of the engineered truss of the Unit.

- (ii) Lower Boundary: The planes of the upper side of the finished concrete, undecorated and uncovered surface of the floors of the Unit.

B. Perimetrical Boundaries: The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with horizontal boundaries:

- (i) Exterior Building Walls: The intersecting vertical plan(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit.
- (ii) Interior Walls: The vertical planes of the centerline of the party walls dividing such Units (Party Walls).

C. Apertures: Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with the exterior surfaces made of glass or other transparent materials.

D. Exceptions: In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as part of the Condominium Plat shall control in determining the boundaries of a Unit.

E. Interpretation: When interpreting deeds, mortgages and other instruments of any representation of any Unit contained in the Condominium Plat, the existing physical boundaries of such Unit or any Unit reconstructed in substantial accordance with the original plans of such Unit shall be conclusively presumed to be the to be the boundaries regardless of any settling, rising, or lateral shifting of the building.

7. General Common Elements. The general common elements shall consist of the following:

- A. The parcel of land described on Exhibit "A", less any described Unit;
- B. Parking facilities for approximately 71 vehicles (exclusive of Limited Common Element Spaces), which shall be reserved for Unit Owners and their respective tenants, employees and business invitees.
- C. The foundations, columns, girders, beams, supports, exterior walls (not including portions thereof on unit sides of such walls), walls and partitions separating units from mechanical equipment spaces and other common areas (not including portions on unit sides of such walls), all walls separating unit, (not including the surfaces of such walls), and all roofs;
- D. All pavements, signage, entrances and exits to the building;
- E. Central and appurtenant installations for services such as power, telephone and potable water if any. Individual air conditioning units located outside each unit shall be deemed to be a part of that Unit and not common element.
- F. All water and sewer pipes, except those lying within the boundaries of any Unit.

G. All other elements of the Property desirable or rationally of common use, necessary to the existence, upkeep, and safety of the condominium regime, or designated common elements by the Condominium Act as that Act may be from time to time amended.

(All of the foregoing are hereinafter referred to as the "Common Elements".)

8. Limited Common Elements. The parking spaces designated as "A" through "J", respectively, on the Condominium Plat as "LCE" shall be deemed "Limited Common Elements", and are designated for the exclusive use of the particular Unit owner to whom they may be assigned. Any LCE space may be subsequently re-assigned by the Unit Owner who possesses such use rights (or by the Association should such use rights revert to the Association); however, the same may be transferred or re-assigned only to an existing Unit Owner.

9. Ownership of Common Elements. Each owner of a Unit will own in fee simple absolute a one-thirteenth (1/13th) undivided interest in the Common Elements listed in Section 7.

10. Proportionate Representation; Participation in Common Profits and Expenses. Each Unit owner will share in the common profits and expenses (except as set forth in sub-Section (C) hereof), as defined, and in the total voting power of the Association (as hereafter defined) of Unit Owners, in accordance with such Unit Owner's interest in the Common Elements as set forth above.

A. For purposes of this Declaration, "Common Profits" means the excess of all receipts over all disbursements of the association.

B. For purposes of this Declaration, "Common Expenses" means expenses for the administration, maintenance, and repair of the Property, and all sums that may be designated common expenses by this Declaration or the By-Laws of the Association.

C. All Common Expenses shall be shared by the Unit Owner on an equal 1/13th basis, regardless of unit size. However, notwithstanding the foregoing sentence, all Common Expenses which shall be characterized as "capital expenses" (examples: painting, repaving, roof repair or replacement) shall be apportioned on a prorata basis, based on unit size.

11. Covenants and Agreements. Developer, its successors and assigns, by this Declaration, and all future owners of Units, by acceptance of their respective deeds, covenant and agree as follows:

A. The Common Elements will remain undivided, and no right will exist to partition or divide any of them, except when termination of the Condominium and its removal from the provisions of the Condominium Act is authorized by unanimous agreement of all of the owners of the Condominium and all creditors in whose behalf the encumbrances are recorded against the Condominium. On such authorization, all Unit Owners, mortgagees, and lienors shall execute and file for record in the Clerk's Office where this Declaration is filed, an instrument of revocation of this Declaration. On the filing of such instrument of revocation, the owners shall become tenants in common of the Property, and each shall own an undivided interest therein equal to the percentage of his or her undivided interest in the Common Elements before the filing of such instrument. On the filing of such instrument of revocation, all liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority. Termination of the Condominium shall not bar subsequent resubmission to the provisions of the Condominium Act in accordance with the terms thereof.

B. Each Unit owner shall be deemed to have an easement in common with all other Unit owners for the use and maintenance of all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his or her Unit, and each Unit will be subject to such easement in favor of owners of all other Units. Subject to reasonable regulation as may be provided in the By-Laws, the Association's Board of Directors shall be deemed to have a right of access to each Unit to inspect it, and to maintain, repair, or replace all Common Elements located within it.

C. Units will be occupied and used by the respective owners only for office or commercial purposes, which may include industrial purposes, and for no other purpose. All residential uses are expressly prohibited.

D. Each owner of a Unit or Units will, automatically on becoming owner of the Unit or Units, become a member of the Condominium Association, referred to in Section 20 hereof (the "Association") and will remain a member until his or her ownership ceases, at which time membership in the Association will also cease.

E. Each Unit owner shall, immediately on becoming an owner, be deemed to have granted to the Board of Directors on behalf of all Unit owners, an irrevocable power of attorney coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell, or lease it, or that may be the subject of a foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, or otherwise deal with any Unit so acquired.

F. Any Unit leased or acquired by the Board of Directors in any manner will be held by the Board on behalf of all Unit owners, in proportion to the respective common interests of the owners as set forth above.

G. Administration of the Condominium will be in accordance with the provisions of this Declaration, Articles of Incorporation and the By-Laws of the Association ("By-Laws"), attached hereto as composite Exhibit "C", as those documents may be amended from time to time.

H. Each Unit owner, and all tenants who may be occupants of any Unit will comply with the provisions of this Declaration, and the By-Laws, decisions, and resolutions of the Association, as lawfully amended from time to time. Failure to comply with these provisions, decisions, or resolutions will be grounds for an action to recover sum due for damages or injunctive relief, or both, maintainable by the Association or by any Unit owner or by a person who holds a blanket mortgage or Unit mortgage and is aggrieved by any such noncompliance.

I. No Unit owner may exempt himself or herself from liability for his or her proportionate share of the common expenses by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of his or her Unit.

12. Assessment liens. All sums assessed by the Association for common charges applicable to any Unit remaining unpaid will constitute a lien on the unit prior to all other liens except: (a) assessments, liens, and charges in favor of the state of Florida or any political subdivision thereof for taxes past due and unpaid on the Unit; and (b) amounts unpaid under mortgage and trust deed instruments duly recorded. This lien may be foreclosed by suit of the Board of Directors, acting on behalf of all Unit owners, in like manner as a mortgage of real property. In any such foreclosure, the defaulting Unit owner will be required to pay a reasonable rental for the Unit for the period beginning on the date notice of default is first served and ending on the date of sale of the Unit, and the Board of Directors will be entitled to a receiver to collect the same. The Board of Directors, acting on behalf of all Unit owners, will have the power to bid on Units at foreclosure, and to acquire, hold, lease,

mortgage, deed in trust, and convey the Units. Suit to recover a money judgment for unpaid common charges may also be maintained by the Board without foreclosing or waiving the lien securing the payment of such expenses.

13. Acquisition of Unit at Foreclosure or Other Sale. Where the mortgagee or trust deed beneficiary under a duly recorded instrument, or any other purchaser, obtains title to a Unit as a result of foreclosure or exercise of a power of sale, such purchaser, his or her heirs, successors, and assigns, will not be liable for the share of Common Expenses or assessments by the Association chargeable to the Unit for any period prior to the acquisition of title to the Unit by the purchaser. Any such unpaid share of Common Expenses or assessments will be deemed common expenses collectible from all Units including the Unit acquired by the purchaser, his or her heirs, successors and assigns.

14. Rental of Units. Units shall not be rented for any period less than one hundred eighty (180) consecutive days. With the exception of rentals for less than 180 days, Unit owners will have the absolute right to lease their Units, provided these leases are made subject to the Covenants and Restrictions contained in this Declaration and in the By-Laws, as such documents may from time to time be amended. Provided, however, if the Association finds during the term of any such lease that the lessee has violated the terms and provisions of the Declaration of Condominium or that the lessee has otherwise become or been the cause of a nuisance or annoyance to the other Unit owners, then the Association may so notify lessor of its disapproval of that lessee in writing and lessor shall be precluded from extending any lease to that lessee without the written approval of the Association.

15. Destruction of or Damage to Property. In the event the Property is damaged or destroyed, the repair, reconstruction, or disposition of the Property shall be as provided in the Florida Statutes. In the event the Property is not repaired, reconstructed, or rebuilt within a reasonable time, any Unit owner is entitled to equitable relief as provided in Florida Statute § 718.118.

16. Eminent Domain. If all or any part of the Common Elements shall be taken, injured, or destroyed by eminent domain, each Unit owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among Unit owners in proportion to their respective undivided interests in the Common Elements or Limited Common Elements so taken, injured, or destroyed, except that such funds as are deemed by the Association necessary or appropriate to be applied to the repair or restoration of Property so injured or destroyed may be so applied.

17. Conveyance of units; Unpaid Assessments. On the voluntary sale or conveyance of a Unit, all unpaid assessments against the Unit will first be paid by the Unit owner from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except: (a) assessments, liens, and charges in favor of the state for taxes past due and unpaid on the Unit; and (b) amounts due under a duly recorded mortgage. Any payment by purchaser will be without prejudice to the right of the purchaser to recover from his or her seller any amounts for which he or she was not liable under his or her contract of sale. Additionally, any purchaser, mortgagee, or trust deed beneficiary will be entitled to a statement from the Board of Directors setting forth the amount of unpaid common charges due the Association from any seller.

18. Insurance. The Board of Directors of the Association, or the managing agent, will obtain and continue in effect insurance against loss by fire or other casualties in form and amounts satisfactory to mortgagees holding first mortgages covering a majority of Units, but without prejudice to the right of each Unit owner to obtain individual Unit insurance as he or she may see fit. The Board of Directors, or the managing agent, shall also obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the Common Elements and Limited Common

Elements in such form and amounts, satisfactory to mortgagees holding first mortgages on the Units, as shall be determined by the Board of Directors. Insurance premiums for such insurance coverage will be a common expense to be paid by monthly assessments levied by the Association. These payments will be held in a separate escrow account of the Association, and will be used solely for the payment of the insurance premiums as those premiums become due.

19. Duties and Liabilities of Developer. So long as Developer, its successors and assigns, owns one or more of the Units established and described herein, Developer, its successors and assigns, will be subject to the provisions of this Declaration and of all attached exhibits. Developer further covenants to take no action that would materially adversely affect the right of the Association with respect to assurances against latent defects in the Property, or other rights assigned to the Association by reason of the establishment of the Condominium.

20. Unit Owners' Association. The administration and management of the Condominium shall be vested in an Association, to be known as NORWALK PLAZA COMMERCIAL CONDOMINIUM ASSOCIATION, INC. The Association shall be organized as a Florida not-for-profit corporation and shall be governed by its Board of Directors (the "Board of Directors") in accordance with its duly enacted By-Laws. The Articles of Incorporation creating the Association are annexed hereto as Exhibit "D".

21. Unit Owners' Membership and Voting Rights in Association. The Unit owners' membership and voting rights in the Association shall be as provided in the By-Laws. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the By-Laws shall be binding on all Unit owners, their heirs, successors, and assigns.

22. Additions, Alterations or Improvements by Unit Owners. No Unit owner shall make any addition, alteration or improvement in or to the Common Elements or any Unit, including but not limited to, the installation of window boxes, screens, sliding glass doors, enclosure of balcony, awnings, hot tubs, trellises, or any other change to the physical appearance of the building without the prior written consent of the Board of Directors. The Board of Directors, where applicable, shall have the obligation to answer, in writing, any written request by a Unit owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the consent of the Board of Directors. No Unit owner shall make any addition, alteration or improvement in or to the interior of his or her Unit without obtaining all appropriate governmental permits which are necessary for such work and provided that the alteration, addition or improvement will not adversely affect the structural integrity or aesthetic appeal of the building or cause any damage to or adversely affect the Common Elements, other Units, or the condominium Property. The proposed additions, alterations and improvements by the Unit owner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. Further, no alteration, addition or modification may in any manner affect any other Unit without the prior written consent of the Unit owner, which consent may be withheld in his or her sole discretion. A Unit owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for that Unit owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer, and all other Unit owners harmless from and to indemnify them for any liability or damage to the condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof. Neither the Developer nor the Association, nor any of their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Unit owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans pursuant to this Section by the submission of the plans, and any Unit owner, by

acquiring title to same, agrees not to seek damages from the Developer or the Association arising out of the review of plans by the Developer or the Association. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Unit owner (including his or her successors and assigns) agrees to indemnify and hold the developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans under this Section 22. Subject to the provisions of Section 25 relating to Developer amendments, this Section shall not be amended without an affirmative vote of not less than 75% of the Unit owners.

23. Developer's Rights to Make Additions, Alterations or Improvements. The Developer, including its agents, assignees and employees, shall have the right, without the consent or approval of the Board of Directors or other Unit owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, including Units, ordinary and extraordinary, in, to and upon any Unit owned by it, including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements; however, there shall be no change to the configuration or size of any Unit in any material fashion, material alteration or modification of the appurtenances to any Unit or change to the percentage interest in the Common Elements and share of common surplus and common expenses of any Unit unless the record owner of the affected Unit(s) and all record owners of mortgages or other liens on the affected Unit(s) shall join in the execution of the amendment and unless a majority of the record owners of all other Units approve the amendment.

24. Unit Owners' Liability for Negligence. Each unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the owner's negligence. In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of this Declaration of Condominium, the prevailing party shall be entitled to recover the costs of the proceeding and any reasonable attorney's fees as may be awarded by the court.

25. Amendment of Declaration. This Declaration may only be amended at a meeting of the Unit owners at which the amendment is approved by the holders of at least two-thirds (2/3rds) of the ownership interest in the Condominium. Any amendment of this Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the owners affected and first lien mortgagees holding mortgages on majority of the Units. No such amendment shall be effective until recorded in the Office of the Clerk of the Circuit Court of the County of Lee County, State of Florida. Notwithstanding the foregoing paragraph, the Developer may unilaterally amend this Declaration, provided that it still owns at least one (1) Unit in the Condominium, and further provided that such amendment does not materially adversely affect the value of any Unit not owned by Developer.

26. Invalidity. If one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this declaration.

27. Waiver. No provision contained in this Declaration will be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of the failure of enforcement.

28. Captions. Captions are inserted in this declaration for convenience and reference only, and will not be taken in any way to limit or describe the scope of this declaration or any of its provisions.

IN WITNESS WHEREOF, Developer has executed this Declaration on April 21, 2005.

JAB
Witness
Jay A Brett
Printed Name of Notary

NORMARK INVESTMENTS, INC.

By: [Signature]
Mark Scarola, President

[Signature]
Witness
Melinda Hodashek
Printed Name of Notary

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this 21ST day of April, 2005, by MARK SCAROLA, as President of NORMARK INVESTMENTS, INC., who is () personally known to me or who has () produced _____ as identification.

JAB
Signature of Notary Public
Jay A Brett
Printed Name of Notary Public

(SEAL)

Comm. No:
Comm. Exp:



THIS INSTRUMENT PREPARED BY:
JAY A. BRETT
SHEPPARD, BRETT, STEWART, HERSCH & KINSEY, P.A.
9100 COLLEGE POINTE COURT
FORT MYERS, FL 33919

EXHIBIT "A"

Lots 34, 35, 36 & 37, Billy Creek Commerce Center, Unit One, a subdivision according to the plat thereof, as recorded in Plat Book 33 at Page 116, Public Records of Lee County, Florida.

1. THE CONDOMINIUM UNIT IS SHOWN BY A THICK BOUNDARY LINE.
2. THE COMMON AREAS ARE SHOWN BY A THIN BOUNDARY LINE.
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UNIT BOUNDARIES:

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DESCRIPTION: See attached plat for description of unit and common areas.

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2. THE BOUNDARY OF THE COMMON AREAS IS SHOWN BY A THIN BOUNDARY LINE.

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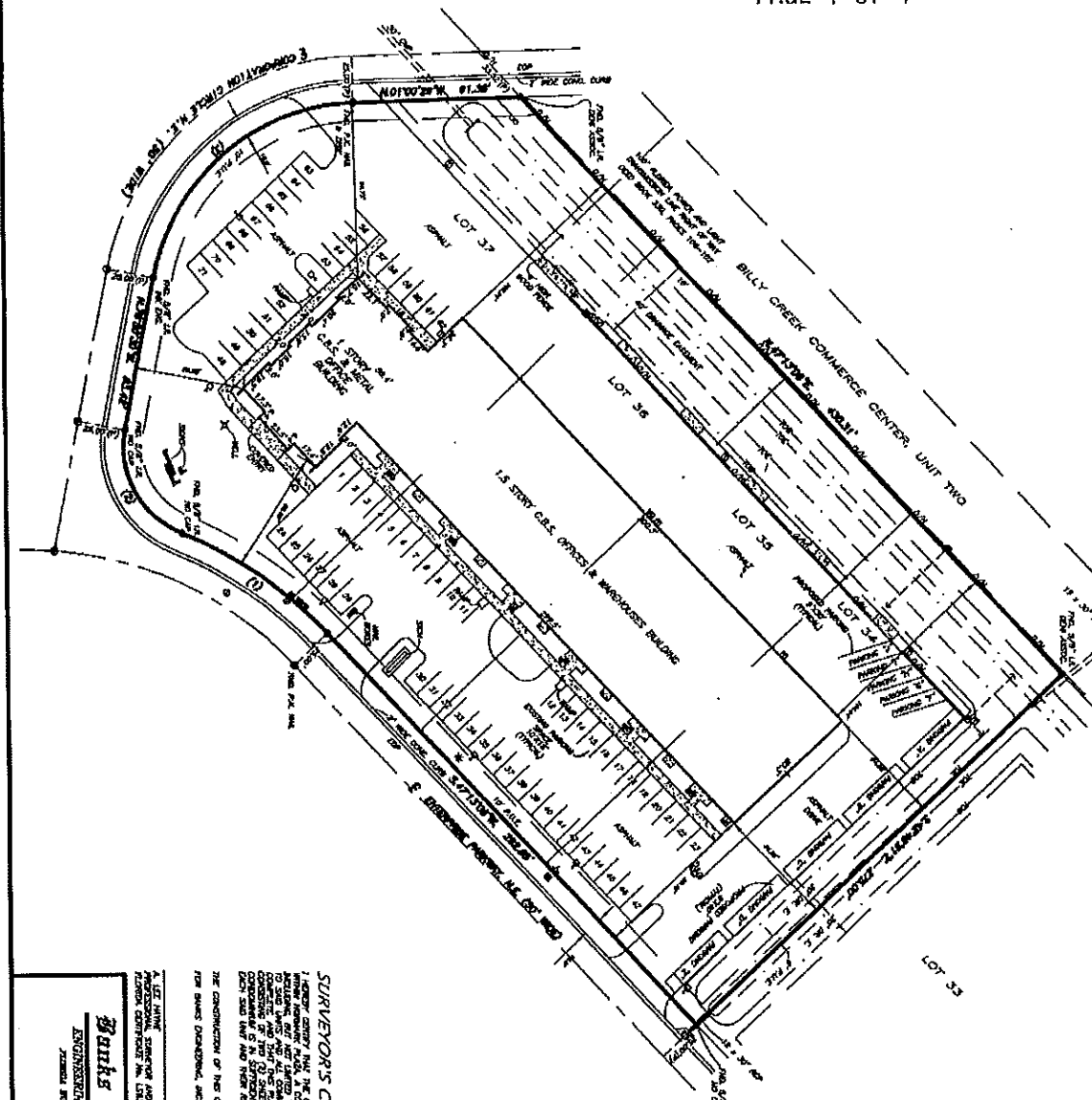
20. THE BOUNDARY OF THE COMMON AREAS IS SHOWN BY A THIN BOUNDARY LINE.

LEGEND:

1	BOUNDARY OF UNIT
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3	BOUNDARY OF UNIT
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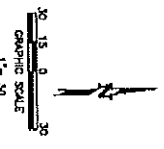
EXHIBIT "B"
PAGE 1 of 4

**NORMARK PLAZA
A CONDOMINIUM
LYING IN
SECTION 10, TOWNSHIP 44 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA**



CONDOMINIUM PLAT BOOK PAGE
SHEET 1 OF 2

THIS INSTRUMENT PREPARED BY:
A LEE HANE SURVEYOR AND MAPPER
PROFESSIONAL CERTIFICATE NO. 128308
FLORIDA CERTIFICATE NO. 128308



REDUCED
NOT TO SCALE

DATE: 12-20-2024	BY: A. LEE HANE
DATE: 12-20-2024	BY: A. LEE HANE
DATE: 12-20-2024	BY: A. LEE HANE
DATE: 12-20-2024	BY: A. LEE HANE
DATE: 12-20-2024	BY: A. LEE HANE
DATE: 12-20-2024	BY: A. LEE HANE
DATE: 12-20-2024	BY: A. LEE HANE
DATE: 12-20-2024	BY: A. LEE HANE
DATE: 12-20-2024	BY: A. LEE HANE
DATE: 12-20-2024	BY: A. LEE HANE

SURVEYOR'S CERTIFICATE:

I, A. LEE HANE, SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT THE CONSTRUCTION OF THIS CONDOMINIUM UNIT AND COMMON AREAS IS IN ACCORDANCE WITH THE PLANNING AND ZONING ORDINANCES OF LEE COUNTY, FLORIDA, AND THAT THE CONDOMINIUM UNIT AND COMMON AREAS ARE SHOWN BY A THICK BOUNDARY LINE AND A THIN BOUNDARY LINE, RESPECTIVELY, ON THIS PLAT.

THE CONDOMINIUM UNIT AND COMMON AREAS ARE SHOWN BY A THICK BOUNDARY LINE AND A THIN BOUNDARY LINE, RESPECTIVELY, ON THIS PLAT.

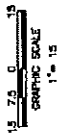
THE CONDOMINIUM UNIT AND COMMON AREAS ARE SHOWN BY A THICK BOUNDARY LINE AND A THIN BOUNDARY LINE, RESPECTIVELY, ON THIS PLAT.

Banks Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
2700 W. UNIVERSITY BLVD., SUITE 200
TALLAHASSEE, FLORIDA 32310
(904) 833-8888

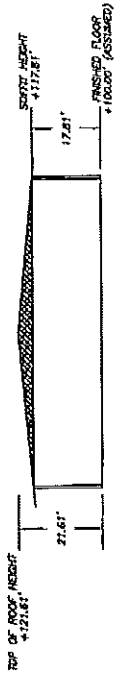
NORMARK PLAZA A CONDOMINIUM

LYING IN
SECTION 10, TOWNSHIP 44 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

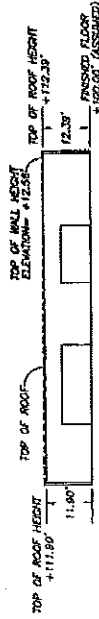
THIS INSTRUMENT PREPARED BY:
A. LEE HYATT
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 158008



THIS DRAWING HAS
BEEN REDUCED AND
IS NOT TO SCALE

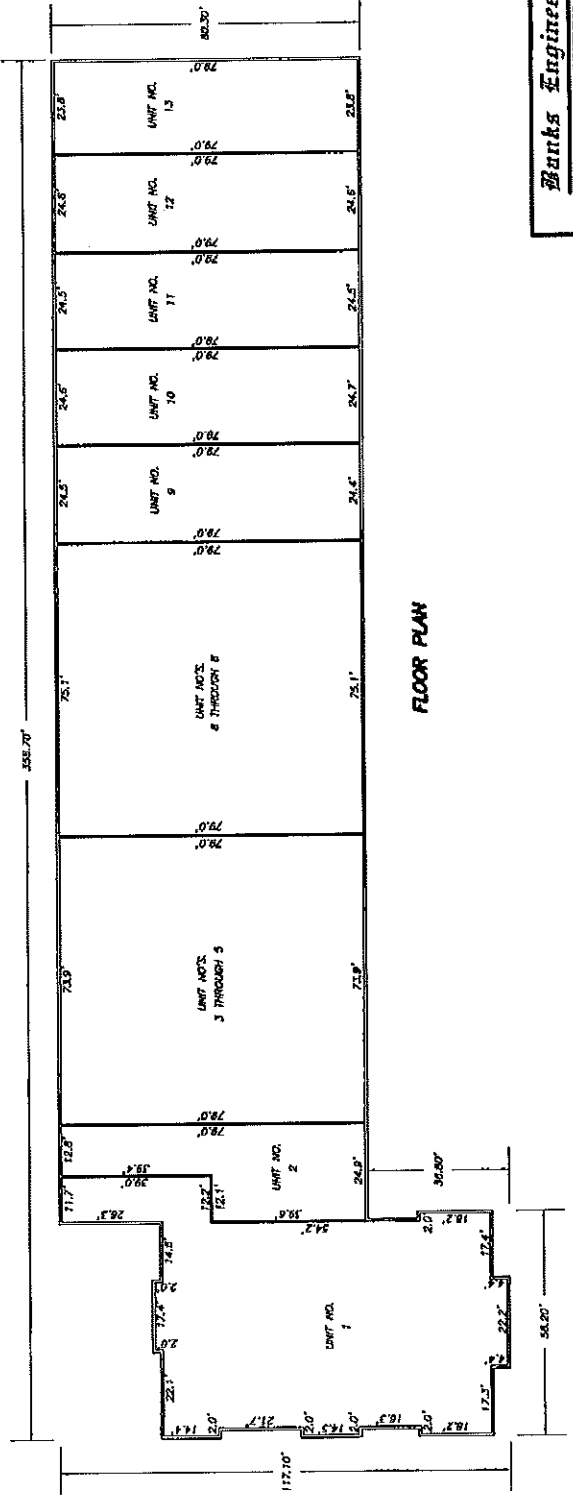


BUILDING ELEVATION



BUILDING ELEVATION

EXHIBIT "B"
PAGE 2 of 4



FLOOR PLAN

Banks Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
FLORIDA LICENSED PROFESSIONAL ENGINEER IN CIVIL
11645 CALHOUN ROAD
FORT WORTH, TEXAS 76116
P.O. BOX 400000

DATE 12-20-2004 JOB NO. 2068

UNIT BOUNDARIES:

DEFINITIONS OF UNIT BOUNDARIES: EACH UNIT WILL HAVE BOUNDARIES AS DEFINED BELOW. THE BOUNDARIES MAY EXIST NOW OR MAY BE CREATED BY CONSTRUCTION, SETTLEMENT, OR MOVEMENT OF THE BUILDING; OR BY PERMISSIBLE REPAIRS RECONSTRUCTION OR ALTERATIONS.

- (a) **HORIZONTAL BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO MEET THE UPPER AND LOWER BOUNDARIES.**
 - I. **UPPER BOUNDARY: THE PLANES OF THE UNDERSIDE OF THE ENGINEERED TRUSS OF THE UNIT.**
 - II. **LOWER BOUNDARY: THE PLANES OF THE UPPER SIDE OF THE FINISHED CONCRETE, UNDECORATED AND UNCOVERED SURFACE OF THE FLOORS OF THE UNIT.**

- (b) **PERIMETRICAL BOUNDARIES: THE PERIMETRICAL BOUNDARIES OF A UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH HORIZONTAL BOUNDARIES.**
 - I. **EXTERIOR BUILDING WALLS: THE INTERSECTING VERTICAL PLANE(S) OF THE INNERMOST UNFINISHED SURFACES OF THE EXTERIOR WALL OF THE BUILDING BOUNDING SUCH UNIT.**
 - II. **INTERIOR WALLS: PARTY WALLS: THE VERTICAL PLANES OF THE CENTERLINE OF THE PARTY WALLS DIVIDING SUCH UNITS.**

- (c) **APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING, BUT NOT LIMITED TO, WINDOWS AND DOORS, SUCH BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE WINDOWS, DOORS AND OTHER FIXTURES LOCATED IN SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF, TOGETHER WITH THE EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIALS.**

- (d) **EXCEPTIONS: IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SET FORTH AS PART OF THE CONDOMINIUM PLAT SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT.**

NOTES:

1. DESCRIPTION OF COMMON ELEMENTS:
 - A) THE LAND ENCOMPASSED BY THE PROPERTY DESCRIPTION WHICH IS NOT IN THE UNIT BOUNDARY OR THAT IS NOT PART OF THE UNITED COMMON ELEMENTS.
 - B) ALL PARTS OF THE IMPROVEMENTS NOT INCLUDED WITHIN THIS UNIT
 - C) THE PROPERTY AND INSTALLATIONS FOR FURNISHING UTILITY SERVICE TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
 - D) THE TANGIBLE PERSONAL PROPERTY REQUIRED FOR MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY.
 - E) SUCH OTHER PROPERTY AS MAY BE PROVIDED FOR IN THE DECLARATION OF CONDOMINIUM.
2. AN EASEMENT IS HEREBY GRANTED AND RESERVED UPON AND APPLICABLE TO ALL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AND OTHER PROPERTY DESCRIBED HEREIN FOR THE CONSTRUCTION, USE AND MAINTENANCE OF ALL UTILITIES WHETHER PUBLIC OR PRIVATE (INCLUDING CABLE TELEVISION), FOR DRAINAGE AND THE MAINTENANCE AND CARE OF THE DRAINAGE OF THE DRAINAGE SYSTEM, FOR OR ASSOCIATED WITH THE MAINTENANCE, REPAIR AND OPERATION OF THE CONDOMINIUM PROPERTY AND ROADWAYS ADJACENT THERETO; THE PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS; FOR CONSTRUCTION, MAINTENANCE AND OPERATION IN GENERAL, AND FOR ALL OTHER PURPOSES AS MORE SPECIFICALLY SET FORTH IN THE DECLARATION OF CONDOMINIUM FOR THE CONDOMINIUM TO WHICH THE DRAWINGS PERTAIN.
3. THIS DRAWING PREPARED AS A CONDOMINIUM SURVEY.
4. BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY LINE OF ENTERPRISE PARKWAY N.E. AS BEARING N.47°13'09"E. PER SAID RECORD PLAT, AS RECORDED IN PLAT BOOK 31, PAGE 116.
5. UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED UNLESS NOTED OTHERWISE.
6. THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS, OR JURISDICTIONAL LINE OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY, UNLESS NOTED OTHERWISE.
7. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
8. THIS IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES.
9. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
10. FORMER INTERIOR AND VACATED PARCEL LINES ARE NOT SHOWN FOR CLARITY.
11. INTERIOR SITE IMPROVEMENTS OTHER THAN SHOWN WERE NOT LOCATED.
12. ELEVATIONS ARE BASED ON ASSUMED DATUM.
13. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND RAISED, EMBOSSED SURVEYOR'S SEAL.
14. PARCEL LIES IN FLOOD ZONE X. THIS INFORMATION TAKEN FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 125124 0225 C. EFFECTIVE DATE 3-15-94.
15. SURVEY BASED ON THE RECORD PLAT OF BILLY CREEK COMMERCE CENTER, UNIT ONE, PLAT BOOK 31, PAGE 116 SAID PUBLIC RECORDS AND EXISTING MONUMENTATION.
16. PARCEL CONTAINS 137,004 SQUARE FEET OR 3.15 ACRES, MORE OR LESS.
17. DATE OF LAST FIELD WORK: DECEMBER 16, 2004.

EXHIBIT "C"
BY-LAWS OF
NORMARK PLAZA COMMERCIAL
CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY. These are the By-Laws of NORMARK PLAZA COMMERCIAL CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (the "Association"), organized for the purpose of operating that certain commercial condominium located in Lee County, Florida, and known as "NORMARK PLAZA COMMERCIAL CONDOMINIUM ASSOCIATION, INC."

1.1 – Principal Office. The principal office of the Association shall be at 21421 Widgeon Terrace, Fort Myers Beach, Florida 33931, or at such other place as may be designated 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 name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

1.4 – Definitions. For convenience, these By-Laws shall be referred to as "the By-Laws"; the Articles of Incorporation of the Association as "Articles"; and the Declaration of Condominium for the Condominium as "the Declaration". The other terms used in these By-Laws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act (the "Act"), as well as those in the Declaration and the Articles, unless otherwise provided in these By-Laws or unless the context otherwise requires.

II. MEETINGS OF MEMBERS AND VOTING.

2.1 – Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 – Special Meeting. Special meetings of the members shall be held at such places as provided for annual meeting and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from any Unit Owner of the Association. Requests for a meeting by the members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting. The provisions of this Section, as applicable, shall be modified by the provisions of F. S. 718.112(2)(e) concerning budget meetings; F.S. 718.112(2)(j), concerning recall; and F.S. 718.112(2)(f), concerning budget reserves.

2.3 – Notice of Annual Meeting. Written notice of the annual meeting, including the order of business for such meeting, shall be mailed or hand delivered to each Unit Owner at least fourteen (14) days and not more than sixty (60) days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 – Notice of Special Meetings. Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these By-Laws, notice of special meetings generally shall be in writing, state the place, day and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 – Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the Association a notice and a copy of the proposed annual budget, not less than fourteen (14) days before the meeting at which the Board will consider the budget.

2.6 – Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owner for any calendar year exceeding 115% of the assessment for the preceding year (less any lawfully excluded items), the Board, on written application any Unit Owner, shall call a special meeting of the Unit Owners within thirty (30) days, or no less than ten (10) days' written notice to each Unit Owner.

2.7 – Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the board of Directors may be called by any Unit Owner giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least twenty-five (25%) percent of the Unit Owners. The meeting shall be held not less than ten (10) days nor more than sixty (60) days from the date the notice of the meeting is given.

2.8 – Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.9 – Voting.

A. Number of Votes. In any meeting of members, each Unit shall have a one (1) voting interest. The vote of a Unit is not divisible.

B. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these By-Laws require a larger percentage, in which case that larger percentage shall control.

2.10 - Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

2.11 – Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, LLC, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the Chief Executive Officer of the artificial entity and filed with the Secretary of the Association in its official records.

2.12 – Proxies, Powers of Attorney. Voting interests may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than ninety (90) days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in Section 2.11, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.

2.13 – Adjourned Meetings. 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; except that when meetings have

been called to consider the enactment of a budget to replace a proposed budget that exceeds 115% of the assessments for the preceding year, the meetings may not be adjourned for lack of a quorum and if a quorum is not present, the excessive budget shall go into effect as scheduled. The item and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be given as described in paragraph 2.4 of these By-Laws as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14 – Waiver of Notice. Unit Owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at or after the meeting for which the waiver is given.

2.15 – Action by Members Without a Meeting. Unit Owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these By-Laws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these By-Laws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles or these By-Laws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

2.16 – Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven (7) years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

2.17 – Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

- A. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.
- B. Merger of two (2) or more independent condominiums of a single complex to form a single condominium.
- C. Purchase of land or recreation lease.
- D. Exercise of option to purchase recreational or other commonly used facilities lease.

- E. Providing no reserves, or less than adequate reserves.
- F. Recall of members of Board of Directors.
- G. Other matters contained in the Declaration, the Articles, or these By-Laws that specifically require a vote of the members.

III. DIRECTORS.

3.1 – Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three (3) Directors. The number of Directors may be changed by the Unit Owners; however, there shall never be less than three (3) Directors or more than seven (7) Directors. Directors must be either Unit Owners, officers of a corporate Unit Owner, or managers/authorized partners of a partnership or LLC Unit Owner. No Director shall continue to serve on the Board after ceasing to meet those requirements.

3.2 – Election of Directors. Directors shall be elected at the annual meeting in the following manner:

- A. The Board of Directors shall be elected by written ballot.
- B. Proxies shall not be used to elect the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless the unit owners by affirmative vote approve the use of proxies for that purpose.
- C. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than sixty (60) days before the scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the Association a second notice of the election, ballot, and any information sheets timely submitted by the candidates no less than thirty (30) days prior to the scheduled election. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate.

3.3 – Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in Section 3.5

3.4 – Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected shall fill a vacancy shall hold office only until the next election of Directors by the members.

3.5 – Removal. Any Director may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners may be called for this purpose by any Unit Owner on giving notice of the meeting as required in these By-Laws. The notice shall state the purpose of the special meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. No Director shall continue to serve on the Board, if, during the Board member's term of office, the Board member's membership in the Association is terminated for any reason.

3.6 – Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

3.7 – Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, at least three (3) days before the day named for the meeting.

3.8 – Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of any member of the Board of Directors. Notice of the meeting shall be given personally or by mail. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days before the meeting.

3.9 – Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.10 – Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration, the Articles or these By-Laws.

3.11 – Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

3.12 – No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

3.13 – Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting because of an asserted conflict of interest.

3.14 – Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.15 – Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.16 – Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.17 – Presiding Officer. The presiding Officer at Board meetings shall be the President, or in his or her absence, the Vice President, and in his or her absence, the Directors present shall designate any one of their number to preside.

3.18 – Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

3.19 – Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.20 – Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the Circuit Court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles 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 that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 – Maintenance, Management and Operation of Condominium Property.

4.2 – Contract, Sue or Be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities.

4.3 – Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

4.4 – Make and Collect Assessments.

4.5 – Lease, Maintain, Repair, and Replace the Common Elements.

4.6 – Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

4.7 – Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage and convey them.

4.8 – Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify or move any easement if the easement constitutes part of or crosses common elements.

4.9 – Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of 100% of the voting interests of the Association.

4.10 – Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.11 – Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

4.12 – Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas, and recreational facilities serving the Condominium.

4.13 – Maintain Official Records. The Association shall maintain all of its records, which shall constitute the official records of the Association.

4.14 – Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property.

4.15 – Furnish Annual Financial Reports to Members.

4.16 – Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.17 – Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium parcel.

4.18 – Contract for Operation, Maintenance, and Management of the Condominium.

4.19 – Pay Taxes or Assessments Against the Common Elements or Association Property.

4.20 – Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.21 – Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

4.22 – Impose Fines. The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, for violations of the rules and regulations by Owners, their guests, invitees, or tenants as described in Section 20(C) of the Declaration.

4.23 – Repair or Reconstruct Improvements After Casualties.

4.24 – Any other act permitted or required under Florida Statutes Chapter 718.

V. OFFICERS.

5.1 – Executive Officers. The Executive Officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall also be Directors. The Officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one (1) office. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 – President. The President shall be the Chief Executive Officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.

5.3 – Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 – Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed., He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President.

5.5 – Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 – Compensation. Officers shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

VI. FISCAL MANAGEMENT.

6.1 – Board Adoption of Budget. The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year.

6.2 – Budget Requirements. The proposed budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes, and reserve accounts for capital expenditures and deferred maintenance as described in Section 718.112(2)(f)(2).

6.3 – Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than fourteen (14) days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 – Member Rejection of Excessive Budget. If a budget adopted by the Board of Directors requires assessments against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of any Unit Owner, shall call a special meeting of the Unit Owners within thirty (30) days. The special meeting shall be called on not less than ten (10) days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and adopt a budget, which adoption requires an affirmative vote of not less than a majority of all voting interests. If, at the special meeting, a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium property, nonrecurring expenses and assessments for betterment to the Condominium property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

6.5 – Alternative Budget Adoption by Members. At its option, for any fiscal year, the Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

6.6 – Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

A. Accurate, itemized, and detailed records of all receipts and expenditures.

B. A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

C. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

D. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.7 - Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

6.8 - Fidelity Bonding or Insurance of Persons Controlling or Disbursing Funds. Each Officer and Director of the Association who controls or disburses its funds may be bonded by a fidelity bond or insurance policy in such amounts as may be determined by the Board of Directors.

VII. ASSESSMENTS AND COLLECTION

7.1 - Assessments, Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 - Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered common surplus.

7.3 – Charges for Other than Common Expenses. Charges by the Association against individual members for other than common expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

7.4 – Liability for Assessments. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. The Unit Owner and grantee are jointly and severally liable for all unpaid assessments that came due up to the time of transfer of title. A first mortgagee or its successor or assignee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

A. The Unit's unpaid common expenses and regular periodic assessments that accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or,

B. One (1%) percent of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined by 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 that was known to or reasonably discoverable by the mortgagee.

A Unit Owner's liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the Unit for which the assessments are made.

7.5 – Assessments; Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 – Collection; Interest, Application of Payment. Assessments and installments on them, if not paid within ten (10) days after the date they become due, shall bear interest at the rate of eighteen (18%) percent per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 – Lien for Assessment. The Association has a lien on each Condominium parcel to secure the payment of assessments. The lien is effective for one (1) year after the claim of lien is recorded in the Public Records of Lee County unless, within that time, an action to enforce the lien is commenced. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the recording of the claim of lie and before the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

7.8 – Collection: Suit, Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by deliver of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.

VIII. OBLIGATIONS OF OWNERS.

8.1 – Violations, Notice, Actions. In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these By-Laws, or any lawfully adopted rules and regulations, the Association, by direction of its Board of Directors, may transmit to the Unit Owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of thirty (30) days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

A. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.

B. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.

C. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association or any Director for damages, injunctive relief, or both, if the Association or a Director willfully and knowingly fails to comply with the provisions of the Act, the Declaration, the Articles, these By-Laws, or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under Section 4.22 of these By-Laws.

8.2 – Attorney's Fees. In any action brought under the provisions of Section 8.1, the prevailing party is entitled to recover reasonable attorneys' fees.

8.3 – No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Board members may waive notice of specific meetings in writing.

IX. ARBITRATION OF INTERNAL DISPUTES. All issues or disputes that are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through the alternative dispute resolution procedures instead of civil litigation.

X. LIABILITY SURVIVES MEMBERSHIP TERMINATION. Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership nor impair any rights or remedies that the Association may have against the former member arising out of membership and his or her covenants and obligations incident to that membership.

XI. PARLIAMENTARY RULES. ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws.

XII. RULES AND REGULATIONS.

12.1 – Board May Adopt. The Board of Directors from time to time may adopt and amend reasonable rules and regulations governing the details of the use and operation of the Common Elements, Association property, and recreational facilities, if any, serving the Condominium.

12.2 – Posting and Furnishing Copies. A copy of the Rules and Regulations adopted from time to time by the Board of Directors, and any amendments to existing Rules and Regulations, shall be furnished to each Unit Owner. No rule, regulation or amendment shall become effective until thirty (30) days after it is furnished to the Unit Owners, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on posting.

12.3 – Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or to invite public officers or candidates for public office to appear and speak in Common Elements, Association property, common areas, and recreational facilities, if any. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

XIII. PRIORITIES IN CASE OF CONFLICT. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest: (a) the Act, as it existed on the date of recording the Declaration; (b) the Declaration; (c) the Articles; (d) these By-Laws; or (e) the rules and regulations.

XIV. AMENDMENTS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

14.1 – Notice. Notice of the subject matter of a proposed Amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

14.2 – Adoption. An Amendment may be any Unit Owner. The amendment shall be adopted if it is approved by not less than two-thirds (2/3rds) of the voting interests of the Association.

14.3 – Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter, or amend the rights of the mortgagees of Units without their consent.

14.4 – Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws. The certificate, which shall identify the first page of the book and page of the Public Records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a Deed. The Amendment shall be effective when the certificate and copy of the Amendment are recorded in the public records of the County where the Declaration is recorded.

14.5 – Format. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and 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 notice must be inserted immediately preceding the proposed Amendment saying. . . “SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT”.


XV. CONSTRUCTION. Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Adopted this 22 day of March, 2005.

By: _____

Association Secretary

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of NORMARK PLAZA COMMERCIAL CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on March 22, 2005, as shown by the records of this office.

The document number of this corporation is N05000003210.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-ninth day of March, 2005



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

ARTICLES OF INCORPORATION
OF

NORMARK PLAZA COMMERCIAL
CONDOMINIUM ASSOCIATION, INC.
A Florida Corporation Not for Profit

05 MAR 22 PM 3:31

The undersigned Incorporator, files these Articles for the purpose of forming a corporation not for profit under the laws of the State of Florida, and adopt the following Articles of Incorporation:

ARTICLE I – NAME AND ADDRESS

The name of this Corporation is NORMARK PLAZA COMMERCIAL CONDOMINIUM ASSOCIATION, INC. For convenience, the Corporation shall be referred to in this instrument as the “Association”, these Articles of Incorporation as the “Articles, and the By-Laws of the Association as the “By-Laws”.

The street address of the initial principal office of the Association is: 21421 Widgeon Terrace, Fort Myers Beach, Florida 33931.

ARTICLE II – TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE III – PURPOSE

This Association is organized for the purpose of providing an entity under the Florida Condominium Act (“the Act”) for the operation of a commercial condominium located in Lee County, Florida, known as “NORMARK PLAZA COMMERCIAL CONDOMINIUM” (the “Condominium”), to be created under the Declaration of Condominium (the “Declaration”).

ITEM IV – MEMBERS

The qualification of members and the manner of their admission shall be as regulated by the By-Laws.

ITEM V – INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this Association is: 21421 Widgeon Terrace, Fort Myers Beach, Florida. 33931, and the name of the initial registered agent of this Association at that address is: MARK SCAROLA.

ITEM VI – BOARD OF DIRECTORS

The number of persons constituting the first Board of Directors shall be three (3), and their names and addresses are as follows:

<u>NAME</u>	<u>ADDRESS</u>
MARK SCAROLA	21421 Widgeon Terrace Fort Myers Beach, Florida 33931
NOREEN SCAROLA	21421 Widgeon Terrace Fort Myers Beach, Florida 33931
ROBERT PEZZINO	4236 Pine Hollow Circle Greenacres, Florida 33463

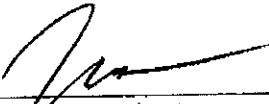
The method of election of Directors is provided in the By-Laws.

ARTICLE VII – INCORPORATORS

The names and addresses of the Incorporator to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
MARK SCAROLA	21421 Widgeon Terrace Fort Myers, Florida 33931

IN WITNESS WHEREOF, the undersigned incorporators have executed these Articles of Incorporation on March 21, 2005.

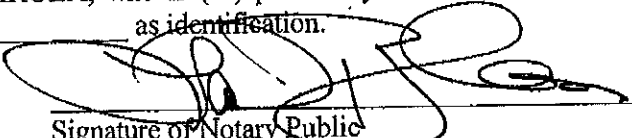


MARK SCAROLA

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this 21st day of March, 2005 by MARK SCAROLA, who is () personally known to me or who has () produced _____ as identification.



Signature of Notary Public

LAUREN D. TAYLOR

Printed Name of Notary Public

(SEAL)
Comm. No:
Comm. Exp. Date:

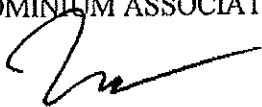


CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

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

FIRST -- THAT NORMARK PLAZA COMMERCIAL CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN THE CITY OF FORT MYERS, COUNTY OF LEE, STATE OF FLORIDA, HAS NAMED MARK SCAROLA, LOCATED AT 21421 WIDGEON TERRACE, CITY OF FORT MYERS BEACH, COUNTY OF LEE, STATE OF FLORIDA 33931, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

NORMARK PLAZA COMMERCIAL
CONDOMINIUM ASSOCIATION, INC.

Signature: 
(Corporate Officer)

Title: President

Date: 3/21/05

05 MAR 22 PM 3:31
11:17:00

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

Signature: 
Resident Agent

Date: 3/21/05



Fort Myers, Fla.
October 21, 1957

In commemoration of the 78th. Anniversary of Thomas A. Edison's first incandescent lamp, the Edison Estate was presented with a 50,000 Watt light bulb at 3 p.m. by Mr. D. J. Faulkner, district manager of the General Electric Lamp division.

This bulb, one of the largest in the world, stands 36 inches high and is five feet 3 inches in circumference.

It was made by General Electric over a long period of time and at a cost of \$2,000. and is the first one ever to be donated.

Mayor Heard M. Edwards, Mrs. Clarence J. Zimmerman, Chairman of the Edison Board, and Manager Robert C. Halgrim received the 50,000 watt bulb in the name of the City and Edison Home.

A brief talk on Edison and electricity was given by Mr. R. B. Roberts, director of Economic Research, Florida Power and Light Co. Miami, who was introduced by Mr. J. L. Sanders, Florida Power and Light Co. Fort Myers.

L. to Rt. Mayor Heard M. Edwards, Mr. M. L. Harkey, Tampa, Mrs. Clarence J. Zimmerman, Mr. R. B. Roberts (back of Mrs. Zimmerman) Mr. D. J. Faulkner, Mr. Halgrim and Mr. Sanders (shaking hands)



see 103

GE DONATES 50,000 WATT BULB

In observance of the 78th anniversary of Thomas A. Edison's first incandescent lamp, D. J. Faulkner, third from right, district manager of GE's lamp division, Monday presented the Edison Estate at Fort Myers a 50,000 watt bulb which stand 36 inches high, is five feet, three inches in circumference and cost the company \$2,000.

Mayor Heard M. Edwards, left; Mrs. Clarence J. Zimmerman, chairman of the Edison Board, and Robert C. Halgrim, second from right, manager of the board, received the bulb for the City and Edison home. Others are: M. L. Harkey, Tampa, second from left; R. B. Roberts, director of economic research, Florida Power and Light Co., Miami, third from left, rear, and J. L. Sanders, right, Florida Power and Light Co., Fort Myers.

OCT 23 1957

Fort Myers, Fla.
October 21, 1957

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OCT 23 1957

Normark
Plaza/Smoot

MINUTES FOR NORMARK PLAZA CONDO

FEBRUARY 24TH 2016

NORMARK PLAZA CONDO MEETING CALLED TO ORDER AT 4:37PM

IN ATTENDANCE:

MCNUTT, PROCTOR, SMOOT, ROCKSOLID

BY PROXY:

TJL & MITCHELL

NOT IN ATTENDANCE:

BACK 9 MOVERS, EB PROPERTIES, ALENU INVESTMENTS

OLD BUSINESS:

2015 YEARLY SPENDING BREAKDOWN PROVIDED FOR EVERYONE TO LOOK OVER

WHO HAS NOT PAID THEIR 1ST QUARTER DUES FOR 2016-PROCTOR, MITCHELL AND TJL PROPERTIES

MOTION TO KEEP DUES THE SAME AS LAST YEAR

VOTE: AYE

PARKING ISSUE..... WHICH LEAD TO NEW BUSINESS

MOTION TO CLOSE OLD BUSINESS AND START NEW BUSINESS

VOTE: AYE

MOTION TO HAVE A MEETING EVERY 6 MONTHS

VOTE: AYE

MOTION TO HAVE QUARTERLY SPENDING REPORT EMAILED

VOTE: AYE

MOTION FOR ENFORCEMENT OF LATE FEES/INTEREST FOR THOSE WHO PAY LATE

VOTE: AYE

REQUEST FOR ALL TO CONSIDER FUTURE VOTE ON CHANGING ASSOCIATION COST FROM EACH UNIT DOOR TO EACH UNIT SQUARE FOOTAGE PER UNIT.

STRIPPING ISSUE TO BE FIXED DUE TO ONE OF THE UNITS TENETS TAKING IT UPON THEIR SELVES TO STRIPE OFF THEIR SPACES. THEY ASSUMED IT WOULD BE OK TO CLAIM WHAT SPOTS THEY WANTED IN FRONT OF THE PLAZA

MOTION TO HAVE THE FRONT PARKING LOT RESURFACED AND STRIPING REDONE. EACH UNIT WILL HAVE A SPECIAL ASSESSMENT OF \$260.00 DUE BY APRIL 1ST OR NO LATER THEN APRIL 10TH, 2016 .
VOTE:AYE

ASPHALT PROPOSAL (ATTACHED)

MOTION TO SWITCH LAWN SERVICE COMPANY
VOTE:AYE

LAWN SERVICE PROPOSAL (ATTACHED)

MOTION TO HAVE FRONT AND BACK OF BUILDING PAINTED AND REIMBURSE MCNUFF OF ADVANCED PURCHASE OF EXTERIOR PAINT. EACH UNIT WILL HAVE A SPECIAL ASSESSMENT OF \$500 DUE BY APRIL 1ST OR NO LATER THEN APRIL 10TH, 2016
VOTE:AYE

PAINTING PROPOSAL (ATTACHED)

MARQUEE OUT FRONT TO BE DISCUSSED AT NEXT MEETING
VOTE:AYE

LIGHTING ISSUE ABOUT SOME UNITS HAVING DIFFERENT NEW LIGHTS ABOVE FRONT DOORS. NEW LIGHTS CAN BE DONE AT THE UNIT OWNERS EXPENSE. NEW LIGHT INFORMATION CAN BE PROVIDED TO ANYONE INTERESTED IN GETTING ONE. PLEASE FEEL FREE TO GET IN TOUCH WITH RHONDA
VOTE:AYE

RECAP CLARIFICATION ON SPECIAL ASSESSMENTS THAT HAD BEEN VOTED ON DURING THIS MEETING AND HAS BEEN APPROVED: EACH UNIT WILL BE INVOICED A SPECIAL ASSESSMENT FEES INVOICE OF \$ 760.00 DUE BY APRIL 1ST OR NO LATER THEN APRIL 10TH, 2016.

MEETING DECLARED ADJOURNED.

