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CONDOMINIUM DECLARATION

OF

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MARSH LANDING TOWNHOUSE CONDOMINIUM II

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THIS CONDOMINIUM DECLARATION, made and executed by Rottlund Homes of Florida, Inc., a Minnesota corporation, hereinafter called the Developer, for itself, its successors, grantees and assigns, and the said Developer does here submit the condominium ownership upon the terms and conditions hereinafter set forth and makes the following declarations:

I. PURPOSE AND SUBMISSION: The purpose of this Declaration is to submit the lands described and improvements described to be constructed thereon to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date hereof, herein called the "Condominium Act".

A. Name. The name by which this condominium is to be identified is: MARSH LANDING TOWNHOUSE CONDOMINIUM II, and its address is Marsh Landing Drive, Fort Myers, Lee County, Florida.

B. The Land. The lands owned by the developer which are hereby submitted to the condominium form of ownership are all situated in Lee County, Florida, and described in Exhibit "A" attached hereto.

II. DEFINITIONS: The terms used herein and in the Bylaws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires.

A. Apartment. Apartment means unit as defined by the Florida Condominium Act.

B. Apartment Owner. Apartment Owner means unit owner as defined by the Florida Condominium Act.

C. Association. The Association means the entity responsible for the operation of the condominium, to-wit: MARSH LANDING TOWNHOUSE CONDOMINIUM II ASSOCIATION, INC., a Florida nonprofit corporation, and its successors.

D. Board of Directors. Board of Directors shall be synonymous with Board of Administrators.

E. Bylaws. Bylaws mean the Association Bylaws for the government of the condominium as they exist from time to time.

F. Common Elements.

1. The portions of the Condominium Property which are not included within the Units.

2. Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services of Units and the Common Elements.

3. An easement of support in every portion of a Unit which contributes to the support of the Building.

4. The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

5. Any other parts of the Condominium Property designated as Common Elements in this Declaration or in any amendments or exhibits hereto.

RECORDED BY
TRENT VOGES, D.C.

G. Common Expense. Common expense means those expenses for which unit owners are liable to the Association, including but not limited to the expenses of administration, maintenance, and operation, repair and replacement of common elements and such other expenses as may be declared common expenses either by this Declaration or the Association.

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

I. Condominium. Condominium means that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as a part thereof an undivided share in the common elements.

J. Condominium Parcel. Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

K. Condominium Property. Condominium property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

L. Land Mortgagee. Kraus-Anderson, Incorporated, a Minnesota corporation, and its successors and assigns, and any replacement lender, Kraus-Anderson, Incorporated having loaned funds to Rottlund Homes of Florida, Inc., a Minnesota corporation ("Developer") for Developer's acquisition and/or development of the Marsh Landing development, as long as there shall remain outstanding any indebtedness of Developer or its successors secured by a mortgage in favor of Kraus-Anderson, Incorporated or its successors or assigns on all or a portion of the property comprising the Marsh Landing development; provided, however, that notwithstanding anything in this Paragraph or elsewhere in this Declaration to the contrary, the acquisition by such lender of any or all of Developer's rights under the Declaration of Covenants, Conditions and Restrictions for Marsh Landing (by virtue of assignment, pledge, succession or otherwise) shall not alter, waive or impair by reason of "merger" or otherwise, any other rights granted to the Land Mortgagee herein or in any other document (even if the Land Mortgagee becomes the Developer). Land Mortgagee shall enjoy all rights as an institutional mortgagee, provided that the foregoing shall not limit any other rights specifically granted to Land Mortgagee herein or any other documents pertaining to any part of the Marsh Landing development.

M. Limited Common Elements. Limited common elements mean and include those common elements which are reserved for the use of a particular unit or units to the exclusion of other units, which shall include but not be limited to individual heating and cooling units, compressors, entry walkway and entry gate and terrace screening and roof on covering individual units.

N. Record Owner. Record owner means fee simple owner as reflected by the Lee County records or records of the Association.

O. Singular Plural Gender. Whenever the context so permits, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall be deemed to include all genders.

P. Unit. "Unit" shall be synonymous with "Apartment".

Q. Utility Services. As used in the condominium act and construed with reference to this condominium and as used in this declaration and bylaws shall include but not be limited to electric, power, telephone, cable television, gas, hot and cold water, heating, refrigeration, air conditioning, garbage, trash and sewage disposal.

R. Master Association. The Master Association shall be: MARSH LANDING COMMUNITY ASSOCIATION AT ESTERO, INC., a Florida corporation, not-for-profit.

III. DEVELOPMENT PLAN: The condominium is being developed in the following manner:

A. Survey and Plot Plan. The survey and plot plan which are attached hereto as Exhibit "B", shows the Condominium Property and each unit, the common elements and their relative location and approximate dimensions.

B. The estimated date of completion for Marsh Landing Townhouse Condominium II will be approximately the 31st day of December, 1997.

C. Floor Plan and Unit Identification. The Floor plan of the building(s) and units which are identified by letter, name or number, or a combination thereof on such floor plan is attached hereto as Exhibit "B".

D. Alteration of Apartment Plans.

1. No owner of a condominium residence shall make or cause to be made any structural modifications or alterations in his residence, or in the water, electrical, plumbing or air conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a residence owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source. No residence owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, TV antennae or air conditioning units which may protrude through the walls or roof of the building, install hanging plants or lights in balconies or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the residence, without the consent of the Association where its consent is required by this Declaration. No residence owner nor any other person shall install upon the roof or exterior of the building upon the condominium property, or upon the common elements or limited common elements of the condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing without the consent of the Condominium Association.

2. Provisions of Paragraph 1 to the contrary notwithstanding, with the permission of the Condominium Association or of the Developer, abutting condominium residences may be physically combined into a single dwelling, but they shall nevertheless, for all other pertinent purposes including but not limited to assessments, attribution of common elements and voting, be deemed separate residences. Residences which have been or are combined to form one dwelling may be severed into their component parts (separate residences) at any time the owner of the combined residences so desires. Any construction or modification of the interior of such residences as may be required to effectuate the severance of the combined residences into separate residences shall be subject to the approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined residences shall in any and all events be accomplished at the sole expenses of the residence owner or owners of the combined residences and not at the expense of the Condominium Association. Nothing herein shall be deemed to require the Condominium Association or the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load bearing element. Furthermore, nothing herein shall be deemed to require the Condominium Association or the Developer to approve any modification which will alter the exterior appearance of the Condominium Building in which the combined residences being severed into its component parts is located or in which the separate residences being combined are located.

3. Any alteration, as authorized in paragraph D.1, in apartments owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the Condominium Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph 4 may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

E. Amendment of Declaration. The Developer reserves the right to amend the Declaration of Condominium to effect of record the completion of the proposed buildings as well as the description of the apartment units. Such completion may be shown by a certificate of an architect, engineer or surveyor certifying that the contemplated improvements have been constructed

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substantially as herein represented, or if not so constructed, then designating the changes made. Such amendment to this Declaration of Condominium need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners, or lessors, lienors or mortgagees of apartments of the condominium, whether or not elsewhere required for an amendment.

IV. PROPERTY INTERESTS:

A. Easements. Each of the following easements are covenants running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.

1. Utilities. Easements through the apartments and common elements for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to other apartments and the common elements provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed unless approved in writing by the apartment owners.

2. Ingress and Egress. A nonexclusive easement in favor of each Unit Owner and occupant, their respective guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use (if any); and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes (if any). None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

3. General Easements. Easements for ingress, egress, support, maintenance, repair, replacement and utilities.

4. Air Space. An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

5. Perimeter Walls. If any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements or another unit as a result of the construction, reconstruction, repair, shifting, settlement or movement or any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

6. Troughs and Gutters. Easements over overhanging troughs or gutters, downspouts and discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

7. Ingress, Egress and Utilities Easement Future Development. Developer has reserved easement for ingress and egress, drainage and utilities services over and across the property described for such purpose on Exhibit "B" sufficient to provide for the burden of the development of the neighboring property.

B. Apartment - Boundaries. Each Unit shall consist of that part of the building containing such Unit which lies within the boundaries of the Unit, which boundaries are as follows:

1. Upper Boundaries.

(a) The upper boundary of first-floor Units shall be horizontal plane of the lowest surface of the unfinished ceiling slab of the Unit and the horizontal plane of the unfinished horizontal plane of the lowest surface of the unfinished lanai ceiling slab extended to an intersection with the perimetrical boundaries.

(b) The upper boundary of the second story Units shall be the sloped and horizontal planes of the unfinished ceiling extended to an intersection with each other and with the perimetrical boundaries.

(c) The upper boundary of the portion of the Units comprising the lanai

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shall be the plane of the lowest surface of the unfinished lanai ceiling.

2. Lower Boundaries. The lower boundary of all Units shall be horizontal plane of the unfinished floor slab of that Home and the horizontal plane of the unfinished lanai slab extended to an intersection with the perimetrical boundaries.

3. Perimetrical Boundaries. The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with upper and lower boundaries.

(a) Exterior Building Walls. The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and as to the lanai which is part of a Home, such boundaries shall be the intersecting vertical planes which include all of such structures.

(b) Interior Building Walls. The vertical planes of the innermost unfinished surface of the party walls dividing such Units extended to intersections with other perimetrical boundaries.

4. Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be included in the boundaries of the Unit.

5. Air Conditioning Units. The boundaries of each Unit shall also be deemed to include all integral parts of the air conditioning unit located within the Unit.

6. Excluded from Units. The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit, but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained. Such utility services are not Common Elements, but may be the maintenance responsibility of the Association. The Unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements.

7. Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "C" hereto shall control in determining the boundaries of a Unit, except the provisions of Section 3 above shall control unless specifically reflected on such survey.

C. Common Elements. All of the real property heretofore described, less and excepting therefrom the apartments hereinabove referred to, is described and referred to herein as the "common elements" which definition shall include the property on which the apartments are located and specifically includes but is not limited to the land, roof, main walls, slabs, stairways, walkways, lamp posts, gardens, pumps, fire sprinkler system, generators, water tanks, trees and shrubs, utility lines, guest parking facilities, if any such items are a part of the condominium property.

V. UNDIVIDED SHARES:

A. Appurtenances to Each Apartment. For the purpose of this Declaration, the ownership of each apartment shall include as an appurtenance one-twelfth (1/12) of the common elements.

B. Common Expenses and Shares of Common Surplus. Each apartment owner shall be liable for its proportionate share of the common expenses and shall be entitled to its proportionate share of the common surplus on the basis of one (1) share per unit, so that each unit would be entitled to one-twelfth (1/12). The foregoing right to a percentage of the common surplus does not include the right of withdrawal therefrom.

VI. MAINTENANCE ALTERATION AND IMPROVEMENTS:

A. Apartment

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

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(a) Support - All portions of an apartment, except interior surfaces not contributing to the support of the apartment buildings, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls; all glass windows and doors.

(b) Utility - All conduits, ducts, plumbing, wiring and other facilities for the furnishing of the utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(c) Work Damage - All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

2. By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

(a) Maintenance - To maintain, repair and replace at his expense all portions of his apartment (except the portions to be maintained, repaired, and replaced by the Association), which portions shall include but not be limited to individual heating and cooling units including compressors which are hereby designated as limited common elements (see Article I, Section L) together with the roof over each unit, screening, garage doors, entry walkway and gate entrance even if located outside the unit on common element property if it services only one unit; and the repair or replacement of screening and screening supports on owner's individual terrace even if same are not part of the unit but constitute limited common elements unless covered by condominium insurance policy.

(b) Exterior - Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(c) Report - To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

B. Common Elements and Limited Common Elements. The maintenance and operation of the common elements and limited common elements shall be the responsibility and expense of the Association except as provided specifically in A.2.(a) above.

VII. ASSESSMENTS: The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share. Each apartment owners shall be liable for its proportionate share of the common expenses and shall be entitled to its proportionate share of the common surplus according to the percentage listed on Exhibit "D"; however, the apartment owner, by virtue of the above, shall not be deemed to vest or create a right to withdraw or receive distribution of this share of the common surplus.

B. Due. All assessments shall be due and payable by the members upon receipt of notice of same, and shall be paid to the Association. Any assessment more than sixty (60) days past due shall bear interest at the rate of eighteen percent (18%) per annum (or such other highest lawful rate as might exist from time to time) from the due date thereof until paid. Joint owners of an apartment shall be jointly and severally liable for any assessment against any apartment. Should any assessment remain unpaid for sixty (60) days after due notice of same, then the Board of Directors or the Treasurer shall send notice of the default to such delinquent owner(s) by certified mail, return receipt requested, at the last address furnished by such owner(s) to the Association. In the event that such default continues for an additional thirty (30) days, then the Board of Directors shall, without further notice or demand, take such action as it deems necessary to collect the amount so due.

C. Claim of Lien. Each assessment, regular or special made hereunder, together with interest accrued, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interests herein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall be effective from and after the time of recording in the Public Records in the county in which the condominium parcel is located a claim of lien stating the name and address of the Association, the description of the condominium parcel, the name of the record owners, the amount due and the date

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when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. No such lien shall continue and be enforceable for a period exceeding one (1) year from date of recordation of said lien, unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction.

D. Collection. The Board of Directors of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and/or foreclosing said lien and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorney's fees incident to the collection of such lien. In any lien foreclosure, the condominium parcel and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against such bid sums due the Association for assessments, interest and collection costs.

E. Priority. As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the institutional first mortgage, but not to any other mortgages. The Association shall maintain a register of institutional first mortgagees. A copy of all notices given by the Association to the owner for such condominium parcel encumbered by such institutional first mortgage, or a mortgage held by a real estate investment trust shall be sent to the mortgagee.

F. Mortgagee. If a first mortgagee acquires title to the unit by foreclosure or by deed in lieu of foreclosure, it is liable for the unpaid assessments that becomes due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding six (6) months, but in no event shall the first mortgagee's liability exceed 1% of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee receives the last payment of principal or interest. In no event shall the mortgagee be liable for more than six (6) months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less.

G. First Mortgage. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an institutional first mortgage.

The term "institutional mortgagee" as used in this Declaration shall mean the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a union pension fund authorized to do business in the State of Florida, a bank, a savings and loan association, an insurance company, or an agency of the United States Government or the State of Florida, or the holder of any mortgage insured by any agency of the United States Government such as the Federal Housing Authority or the Veterans' Administration, or any other person, whether real or corporate, substantially in the business of lending money regularly and actively upon the security of the mortgages upon real property in the State of Florida and shall also include the Land Mortgagee. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed a first mortgage and an institutional first mortgage and the holder thereof shall be deemed a first mortgagee and an institutional first mortgagee.

H. Mortgage Approval. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, a federal savings and loan association, real estate investment trust, a state chartered savings association, or any other institutional lender. The approval of any other mortgages will be upon conditions determined by the Association and will not be arbitrarily withheld. The provisions of this Paragraph H shall not apply to mortgages granted to or held by the Land Mortgagee.

VIII. THE ASSOCIATION: The operation of the condominium shall be by MARSH LANDING TOWNHOUSE CONDOMINIUM II ASSOCIATION, INC., a Florida non-profit corporation, and shall fulfill its functions pursuant to the following conditions:

A. Name. The name of the Association shall be MARSH LANDING TOWNHOUSE

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CONDOMINIUM II ASSOCIATION, INC.

B. Powers. The Association shall have all of the powers and duties set forth in the Condominium Act and any granted by statutory or common law, and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and the Bylaws as they may be amended from time to time.

C. Members.

1. Qualification. The members of the Association shall consist of all of the record owners of apartments.

2. Change of Membership. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a Deed or other instrument conveyancing the condominium and the delivery to the Association of a copy of such recorded instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

D. Voting Rights. The members of the Association shall be entitled to cast one vote for each apartment owned by them.

1. Designation of Voting Representative. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

2. Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

E. Limitation of Liability. The liability of any member is limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

F. Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's apartment.

G. Board of Directors. The affairs of the Association shall be conducted initially by a board of three (3) members.

H. Indemnification. Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be party, or in which they may become involved, by reason of their being or having been a director or officer of the Association, or any settlement thereof, whether or not they are a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

1. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent

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condition of the property to be maintained and repaired by the Association, or by the elements or other owners or persons.

J. Bylaws. The Bylaws of the Association shall be in the form attached hereto as Exhibit "E".

K. Articles of Incorporation and Agent. The Articles of Incorporation of the Association and the designation and acceptance of the agent for service of process are attached hereto as Exhibit "F".

IX. INSURANCE: In order to adequately protect the condominium complex and its several owners against the elements and other insurable risks, the following provisions shall govern as to insurance:

A. Authority to Purchase Insurance:

1. General - The Board of Directors is hereby required to purchase insurance for the benefit of the Association, each apartment owner and their respective mortgagees, all as their respective interest may appear; and with provisions to issue certificates of insurance as may be required by mortgagees and/or owners;

2. Cost - The cost of all insurance so purchased shall be paid by the Association as a normal operation expense; and

3. Owners - Owners shall obtain any desired insurance on their own personal property; for their personal liability and for additional living costs, all at their own expense; such personal liability insurance should contain a waiver of subrogation as to the Association and other apartment owners.

B. Physical Damage Insurance Coverage.

1. Fire. Fire insurance with extended coverage and vandalism and malicious mischief endorsements shall be obtained by the Board of Directors covering all buildings (as defined in Section 718.111(11), Florida Statutes [1986]) and improvements on the condominium complex including personal property that is part of the common elements, additions and/or alterations installed by the owners) together with all air conditioning and other service machinery and equipment.

2. Coverage. The amount of coverage shall be the full replacement value of the buildings without deduction for depreciation.

3. Insured. The named insured shall be the Association, the owners of all apartments and mortgagees of record, all as their respective interests may appear.

4. Mortgagee. The policy or policies shall contain a standard mortgage clause in favor of each mortgagee of an apartment, providing for payment of loss thereunder to such mortgagee as its interest may appear, subject to loss payment provisions provided elsewhere herein.

5. Machinery. Machinery insurance in the amounts and for the coverage as determined and recommended after a survey of such hazards by an insurance company or other competent engineer.

6. Glass. Plate glass insurance to cover exterior glass.

7. Provisions. All policies of physical damage insurance should preferably contain:

(a) Subrogation. Waiver of subrogation as to the Association, its officers and agents, all owners of apartments and their families, servants and guests.

(b) Co-insurance. Waiver of defense based upon co-insurance.

(c) Act of Insured. Waiver of defense based upon invalidity resulting from any act of the insured.

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(d) Notice. The policy may not be canceled or substantially modified without at least ten days' prior written notice to the insured and all mortgagees.

8. Delivery. The original and duplicate originals of physical damage policies, and all renewals thereof, shall be delivered to the Board of Directors and to each mortgagee at least ten days prior to expiration of the then current policies; when required, proof of payment of premiums may be submitted therewith.

9. Amount. Prior to obtaining any physical damage policy, the Board of Directors shall obtain an appraisal of the full replacement value of the buildings and other land improvements, including all apartments and all common elements, without deduction for depreciation, to determine the amount of insurance to be carried.

C. Liability Casualty and other Insurance. Public liability insurance covering the Association, each member of the Board of Directors, any other employees of the Association, and all owners of apartments (for other than their own personal liabilities) in the amount of not less than \$300,000.00 for bodily injury and property damage, to one person or to more than one person or to property arising out of a single event, such a policy should:

1. Crossclaim. Cover cross liability claims of one insured agent against another.
2. Subrogation. Cover waiver of subrogation as to owners, their families, servants and guests.
3. Water. Cover water damage legal liability.
4. Occurrence. Cover on an "occurrence" basis.
5. Co-Insurance. Stipulate that coverage is not affected or diminished by any person of any insurance carried separately by an owner of any apartment.
6. Other. Provide such other coverage as the Board of Directors may deem advisable.

D. Insurance Loss Proceeds

1. Trustee. The insurance trustee shall be a bank with its principal place of business in Lee County, Florida, to be named by the Board of Directors, and which may be changed from time to time by the Board.

2. Fees. Fees and expenses of such trustee shall be considered a common expense of the Association and paid as such.

3. Duty. The duty of the trustee shall be only to receive the proceeds and to hold and disburse the same for the benefit of the insured, any mortgagees and owner pursuant to the provisions of this paragraph.

4. Proceeds. The proceeds shall first be applied to the Trustee fees and expenses, and then to the cost of reconstruction and repairs. Any remainder shall be paid to the owners and their mortgagees as their respective interests may appear.

5. Adjustment. The Board of Directors is irrevocably appointed as agent for each owner of an apartment and for each mortgagee to adjust all claims and to execute and deliver releases upon payment of claims; this appointment shall not apply to the settlement of claims relative to any owner's personal property or to any additions and/or alterations installed by the owners.

6. Small Loss. In the event any insured loss does not exceed \$5,000.00, then the proceeds in settlement thereof shall be paid directly to the Association for the purpose of repairing, restoring, or rebuilding the damaged areas.

E. Repairs. So long as one-half of the total apartments are habitable after a casualty, the loss shall be deemed partial and shall be repaired. Repairs shall be under the control and supervision of the Board of Directors and shall be such as to restore the building and other improvements as much as possible to their state and condition immediately before the loss; in the case

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of substantial damage the services of a registered architect shall be engaged relative to such repairs.

F. Deficiencies. In the event the insurance proceeds are insufficient to pay the trustee's fees and expenses and to make needed repairs and the Association is obligated to make such repairs, the Board of Directors shall assess each owner his prorata share of such deficiency, with all funds so collected to be deposited with and disbursed by the insurance trustee the same as if they were insurance proceeds.

X. CONDEMNATION:

A. Representation by the Association. The Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements or part thereof and each unit owner hereby appoints the Association as attorney-in-fact for said purposes.

B. Deposit of Awards with Insurance Trustee. The taking of portions of the condominium property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the insurance trustee. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the insurance trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a 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 the sums hereafter made payable to that owner.

C. Determination Whether to Continue the Condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking of eminent domain shall also be deemed to be a casualty.

D. Disbursement of Funds. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the insurance trustee after a casualty, or as elsewhere in this Section X specifically provided.

E. Unit Reduced But Habitable. If the taking reduces the size of a unit and the remaining portion of the unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following changes shall be made to the condominium:

1. Restoration of Unit. The unit shall be made habitable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be charged against the owner of the unit.

2. Distribution of Surplus. The balance of the award in respect of the unit, 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 such mortgagees.

3. Adjustment of Shares in Common Elements. Regardless of the fact that the floor area of a unit is reduced by a taking, the percentage representing the share in the common elements and of the common expense and common surplus appurtenant to the unit shall not be reduced or modified if the unit is reduced but habitable under this subsection E.

F. Unit Made Uninhabitable. If the taking is of the entire unit or so reduces the size of a unit that it cannot be made habitable (in the sole opinion of the Association), 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 made to the condominium:

1. Payment of Award. The awards shall be paid first to the applicable first

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mortgagees in amounts sufficient to pay off their mortgages in connection with each unit which is not so habitable; second, to the Association for any dues and unpaid assessments; third, jointly to the affected unit owners and other mortgagees of their units. In no event shall the total of such distributions in respect of a specific unit exceed the appraised value of such unit immediately prior to the taking as determined by the applicable trier of facts or as agreed upon between the parties. The balance, if any, shall be applied to repairing and replacing the common elements.

2. Addition to Common Elements. The remaining portion of the unit, if any, shall become part of the common elements and shall be placed in a condition allowing, to the extent possible, for use by all of the unit owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere herein required for capital improvements to the common elements.

3. Adjustment of Shares. The shares in the common elements, common expenses and common surplus appurtenant to the units that continue as part of the condominium shall be adjusted to distribute the shares taken in the common elements, common expenses and common surplus equally among the reduced number of unit owners (and among reduced units).

4. Assessments. If the balance of the award (after payments to the unit owner and such owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the unit for use as a part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the applicable percentage shares of those owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

5. Arbitration. If the market value of a unit prior to the taking cannot be determined by agreement between the unit owners and mortgagees of the unit and the Association within 30 days after notice of a dispute by any affected party, value 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 appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all unit owners, including owners who will not continue after the taking, in proportion to the applicable percentage of shares of such owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

G. Taking of Common Elements. Awards for the taking of common elements shall be used to render the remaining portion of the common elements usable in the manner approved by the Board of Directors of the Association; provided, that if the costs of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for betterments, alterations or improvements provided in Section VII-B in the Bylaws of the Association. The balance of the awards for the taking of common elements, if any, shall be distributed to the unit owners in the shares in which they own the common elements. If there is a mortgage on a unit, the distribution shall be paid jointly to the owner and the mortgagees of the unit.

H. Discretion of Board. In circumstances not covered by this Declaration or by law, a two-thirds majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

I. Amendment of Declaration. The changes in units, in the common elements and in the ownership of the common elements and shares in the common expenses and common surplus that are affected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is required to be approved by, and executed upon the direction of at least 67% of the unit owners.

XI. USE RESTRICTIONS: The use of the property of the condominium shall be in accordance with the following provisions so long as the condominium exists upon the land:

A. Apartments. Each of the apartments shall be occupied by a single family, its

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servants and guests, as a residence and for no other purpose. Except as reserved to developer, no apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments. Common walks, stairways, and other common areas shall not be obstructed, littered, defaced or misused in any manner; and balconies, porches, terraces and stairways shall be used only for the purposes intended, and they shall not be used for hanging garments or other objects or for cleaning of rugs or other household items.

C. Pets. Usual household pets are permitted, subject to reasonable limitations as to their use, restraint and conduct as may be further promulgated by the Board of Directors from time to time. Tenants will not be permitted to have pets at any time without express approval of the Board of Directors.

D. Children. Children shall not be allowed to play on the stairways, nor shall children under the age of fourteen (14) years be allowed in any of the common element areas unaccompanied by an adult.

E. Exterior. No exterior curtain, blind, awning or glass, etc., shall be installed on any porch or balcony without the prior approval of the Board of Directors. An owner shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of his apartment. The installation of any individually owned appliance and any addition to the exterior of the building, including but not limited to radio and television antennae, shall first require the approval of the Board of Directors. Repairs, screening and screening supports shall be at owner's expense, unless covered by Association insurance policy.

F. Alterations. No structural changes or alterations shall be made in any apartment without prior approval of the Board of Directors, in writing, and the approval of the institutional first mortgagee of the first mortgage, if any, encumbering said unit, and no change shall be made which would adversely affect the structural soundness of the building in which such apartment is located.

G. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements which will increase the rate of insurance upon the condominium property.

H. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

I. Leasing. By use of an approved lease, entire apartments may be rented provided the occupancy is only by the lessee and his family, their servants and guests. No rooms may be rented except as a part of an apartment or to another apartment owner, and no lease will be permitted for less than thirty (30) days.

J. Taxes. Real estate taxes against any apartment and personal property taxes on the furnishings shall be paid separately by the owner when the same become due and payable.

K. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association, provided, however, that all such regulations and amendments thereto shall be approved by not less than two-thirds of the votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

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L. Developer Provision. Provided, however, that until developer has completed and sold all of the existing apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sales of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sales, including but not limited to maintenance of sales office, the showing of the property and the display of the signs. The developer does not contemplate leasing units. If, however, a leasing program is initiated by the developer, it shall be in accordance with provisions set out in Article XI, Section J of this Declaration.

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

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

B. Notice. In the event the owner of an apartment shall desire to sell, lease or make a gift of the apartment owned by him of any interest therein, he shall give written notice to the president or in his absence, the vice president, or in his absence, the secretary, or in his absence any director of the Association or in their absence the resident agent of the Association, in writing, by United States Mail, attaching thereto an executed copy of such proposed contract.

C. Board Action. Upon such notice, the Board of Directors of the Association shall, within thirty (30) days of such mailing, consider the request for transfer at a meeting open to any member of the Association, at which time the owner proposing to make the transfer herein provided shall have the opportunity to be heard. The Board of Directors, in making its decision, shall consider among other things, but not limited to, the effect of such transfer upon the value of the apartments in the condominium, and the effect that a refusal to grant such request will have upon the owner seeking the transfer. The request for transfer shall not be unreasonably delayed.

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

E. Disapproval. In the event the Board of Directors or the Association shall fail to approve any proposed sale or transfer, the Association shall, upon written request by the owner, provide the owner with a purchaser within ninety (90) days thereof, from the date of such final disapproval, which purchaser shall purchase the same terms as the purchaser proposed by the owner desiring to sell.

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

G. Duration. The option granted to the Association shall not extend beyond twenty (20) years from the date of the recording of this Declaration.

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

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

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

3. Corporation. The transfer by an owner to a corporation in which he and/or the members of his immediate family have a majority or controlling interest, or from such a corporation to the individual, all without any change in occupancy, shall be considered a transfer to an approved purchaser. In the event of transfer to a corporation, the corporation shall furnish the names and addresses of the persons who will be occupants of the apartment who shall each be subject to approval by the Board of Directors; the sale of an apartment through sale of stock of the corporate owner thereof shall not authorize any change in occupants, and any change in occupancy resulting from such sales shall be first approved by the Board of Directors.

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

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

6. Consent to Transfer. The Association through its President or Vice President may waive formal compliance with this provision by executing a Consent to Transfer on behalf of the Association. The consent shall be binding on the Association and its members.

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

XIII. COMPLIANCE AND DEFAULT: Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Bylaws and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his other guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

B. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, Bylaws and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

C. No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XIV. TERMINATION: The condominium created hereby shall cease to exist as a condominium when:

A. Major Damage. There is a destruction of improvements by fire or other casualty in such manner that the apartment building shall not be reconstructed because of major damage as elsewhere herein provided.

B. Election. All the apartment owners together with the holders of all recorded liens elect to terminate the condominium. Evidence of such termination shall be by resolution of the Association recorded in the public records of Lee County, Florida, and at such time each owner of an apartment shall deliver to the Association his deed of conveyance for his apartment in which the Association is named as Grantee; the Board of Directors shall then proceed to dispose of all the property of the Association, upon terms satisfactory to the owners and recorded lienholders and the proceeds remaining after such disposition shall be paid to the owners and recorded lienholders in accordance with each owner's interest; any lienholder shall be paid in full before any payment is made to the owner of the encumbered apartment; should any owner fail for any reason to execute and deliver the required deed of conveyance, the Board of Directors shall have the authority to compel compliance in a court of equity. Except as to matters contained in the Bylaws of the Association, this Declaration shall not be revoked nor any of the provisions herein amended unless all of the owners of the apartments and all of the mortgagees holding mortgages covering the apartment unanimously agree to such revocation or amendment by duly recorded instrument. Each and every owner of an apartment shall comply with the provisions of this Declaration and of the Bylaws of the Association, which are attached as Exhibit "E", and by this reference incorporated herein, including any amendments to such Bylaws lawfully adopted; and failure to comply with the same shall be grounds for an action to recover such sums due for damages or for injunctive relief.

XV. AMENDMENTS: This Declaration of Condominium and the Bylaws may be amended in the following manner as well as in the manner elsewhere provided:

A. By The Developer. The Developer, during the time it is in control of the Board of Directors of the Association, may with the prior written consent of the Land Mortgagee amend this Declaration, the Articles or the Bylaws to correct an omission or error, or to effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Unit Owners unless the affected Unit Owners consent in writing. The execution and recording of any amendment by the Developer pursuant hereto shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

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

C. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Administrators and members not present at the meetings considering the amendment may express their approval in writing, providing that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

D. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of the apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Lee County, Florida.

E. Limitations. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance", unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment.

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F. Execution. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment is to be recorded in the Public Records of Lee County, Florida.

XVI. SEVERABILITY: The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Bylaws and regulations of the Association shall not affect the validity of the remaining portion thereon.

XVII. MANDATORY MEMBERSHIP IN THE MARSH LANDING OWNERS ASSOCIATION, INC.: For the purpose of maintaining roads, traffic control, security services, general surface water management and all common community services, of every kind and nature required or desired within the Marsh Landing development (except those specifically identified herein as services exclusive to the condominium property) for the general use and benefit of all owners, each condominium unit owner, in accepting a deed for any condominium unit, agrees to be a member of; maintain an active membership and be subject to the obligations and duly enacted Bylaws, Declaration of Covenants and Restrictions for the development. There is a lien or lien right against each unit to secure the payment of assessments or other exactions coming due for the use, maintenance, or operation of this association.

XVIII. PROVISIONS PERTAINING TO DEVELOPER: For so long as the Developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect:

A. Reserved Rights.

1. Construction; Maintenance. The Developer (including its designees and contractors) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit Owners of the Condominium Property.

2. Sales Activity. For as long as there are any unclosed units, the Developer and its designees shall have the right to use any such units and the Common Elements (including, but not limited to, all recreational facilities) in order to establish, modify, maintain and utilize, as it and they deem appropriate, model apartments and sales offices. Without limiting the generality of the foregoing, the Developer and its designees may show model apartments and the Common Elements to prospective purchasers and tenants of units, erect on the Condominium Property signs and other promotional material to advertise units for sale or lease and take all other action helpful for sales, leases, and promotion of the condominium.

B. Control. When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business or when some of the units have been conveyed to the purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business or seven (7) years after recordation of the Declaration of Condominium, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

C. Notice. Within seventy-five (75) days after the unit owners other than the Developer are entitled to elect a member of the Board of Directors of the Association, the Association shall call and give not less than sixty (60) days notice of a meeting of the unit owners for

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this purpose.

D. Guarantee of Assessment. The Developer pursuant to Section 718.116(9)(a), Florida Statutes (1995), guarantees that the condominium association's monthly maintenance fee from recording of the Declaration until December 31, 1998 will not exceed \$180.93 per unit per month. During the period from recording until that date, Developer is obligated to make up the difference between the guaranteed level of assessments and any expense which exceed these amounts. The Developer is excused from the payment of common expenses assessed on units that the Developer owns and that because of this guarantee, it is obligated to pay any expenses that exceed the amounts collected from the other unit owners at the guaranteed level of assessments.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 24th day of February, 1998.

WITNESS:

ROTTLUND HOMES OF FLORIDA, INC.
a Minnesota corporation

Beth Kitlees
Witness

By: J. L. McMILLIN
J. WES McMILLIN, Vice President

Carol S. Walker
Witness

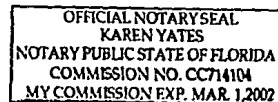
STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared J. WES McMILLIN, Vice President of ROTTLUND HOMES OF FLORIDA, INC., a Minnesota corporation, to me known and known to me to be the person who made and subscribed to the foregoing Declaration of Condominium, and certifies and acknowledges that he made and executed said instrument for the use and purposes therein expressed, and that he is further authorized to execute said instrument on behalf of said corporation.

WITNESS MY hand and official seal this 24th day of February, 1998.

Karen Yates
Notary Public
Print Name KAREN YATES
My Commission Expires:

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LEGAL DESCRIPTION **EXHIBIT "A"**
MARSH LANDING TOWNHOUSE CONDOMINIUM II

COMMENCE at the northeast corner of Tract C of the plat of Marsh Landing as recorded at Plat Book 58, Page 42 of the Public Records of Lee County, Florida; thence S59°27'28"W a distance of 344.76 feet to the POINT OF BEGINNING; thence S64°52'02"W a distance of 134.79 feet; thence N85°50'01"W a distance of 6.69 feet; thence N4°09'59"E a distance of 150.59 feet to the Point of Curvature of a tangent circular curve concave to the east; thence northerly along the arc of said curve, having for its elements a radius of 470.00 feet, a central angle of 10°10'54", a chord distance of 83.41 feet, a chord bearing of N09°15'26"E, an arc distance of 83.52 feet; thence N14°20'53"E a distance of 76.13 feet; thence S75°39'07"E a distance of 219.71 feet; thence S03°36'43"W a distance of 111.17 feet; thence N76°24'01"W a distance of 68.28 feet to a point of curvature of a tangent circular curve concave to the southeast; thence southwesterly along the arc of said curve having for its elements a radius of 46.00 feet, a central angle of 94°00'00", a chord distance of 67.28 feet, a chord bearing of S56°35'58"W, an arc distance of 75.47 feet; thence S09°35'58"W a distance of 21.44 feet to a point of curvature of a tangent circular curve concave to the east; thence southerly along the arc of said curve, having for its elements a radius of 71.00 feet, a central angle of 34°43'56", a chord distance of 42.38 feet, a chord bearing of S07°46'00"E, an arc distance of 43.04 feet to the POINT OF BEGINNING.

Said parcel contains 1.029 Ac. more or less.

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LEGAL DESCRIPTION
MARSH LANDING TOWNHOUSE CONDOMINIUM II

COMMENCE at the northeast corner of Tract C of the plat of Marsh Landing as recorded at Plat Book 58, Page 42 of the Public Records of Lee County, Florida; thence S59°27'28"W a distance of 344.76 feet to the POINT OF BEGINNING; thence S64°52'02"W a distance of 134.79 feet; thence N85°50'01"W a distance of 6.69 feet; thence N4°09'59"E a distance of 150.59 feet to the Point of Curvature of a tangent circular curve concave to the east; thence northerly along the arc of said curve, having for its elements a radius of 470.00 feet, a central angle of 10°10'54", a chord distance of 83.41 feet, a chord bearing of N09°15'26"E, an arc distance of 83.52 feet; thence N14°20'53"E a distance of 76.13 feet; thence S75°39'07"E a distance of 219.71 feet; thence S03°36'43"W a distance of 111.17 feet; thence N76°24'01"W a distance of 68.28 feet to a point of curvature of a tangent circular curve concave to the southeast; thence southwesterly along the arc of said curve having for its elements a radius of 46.00 feet, a central angle of 94°00'00", a chord distance of 67.28 feet, a chord bearing of S56°35'58"W, an arc distance of 75.47 feet; thence S09°35'58"W a distance of 21.44 feet to a point of curvature of a tangent circular curve concave to the east; thence southerly along the arc of said curve, having for its elements a radius of 71.00 feet, a central angle of 34°43'56", a chord distance of 42.38 feet, a chord bearing of S07°46'00"E, an arc distance of 43.04 feet to the POINT OF BEGINNING.

Said parcel contains 1.029 Ac. more or less.

082927 PG2441

**MARSH LANDING TOWNHOUSE
CONDOMINIUM II**

SURVEY CERTIFICATION

We hereby certify pursuant to Section 718.104(4)(e) F.S. as amended that the construction of Building 6, and the common element facilities serving Building 6 including, but not limited to, landscaping, utility services and access to the unit are substantially complete; so that such material together with the provisions of the Declaration of Condominium of Marsh Landing Townhouse Condominium describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each home can be determined from these materials.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.



Mark D. Haines
Professional Surveyor and Mapper #LS5312
State of Florida

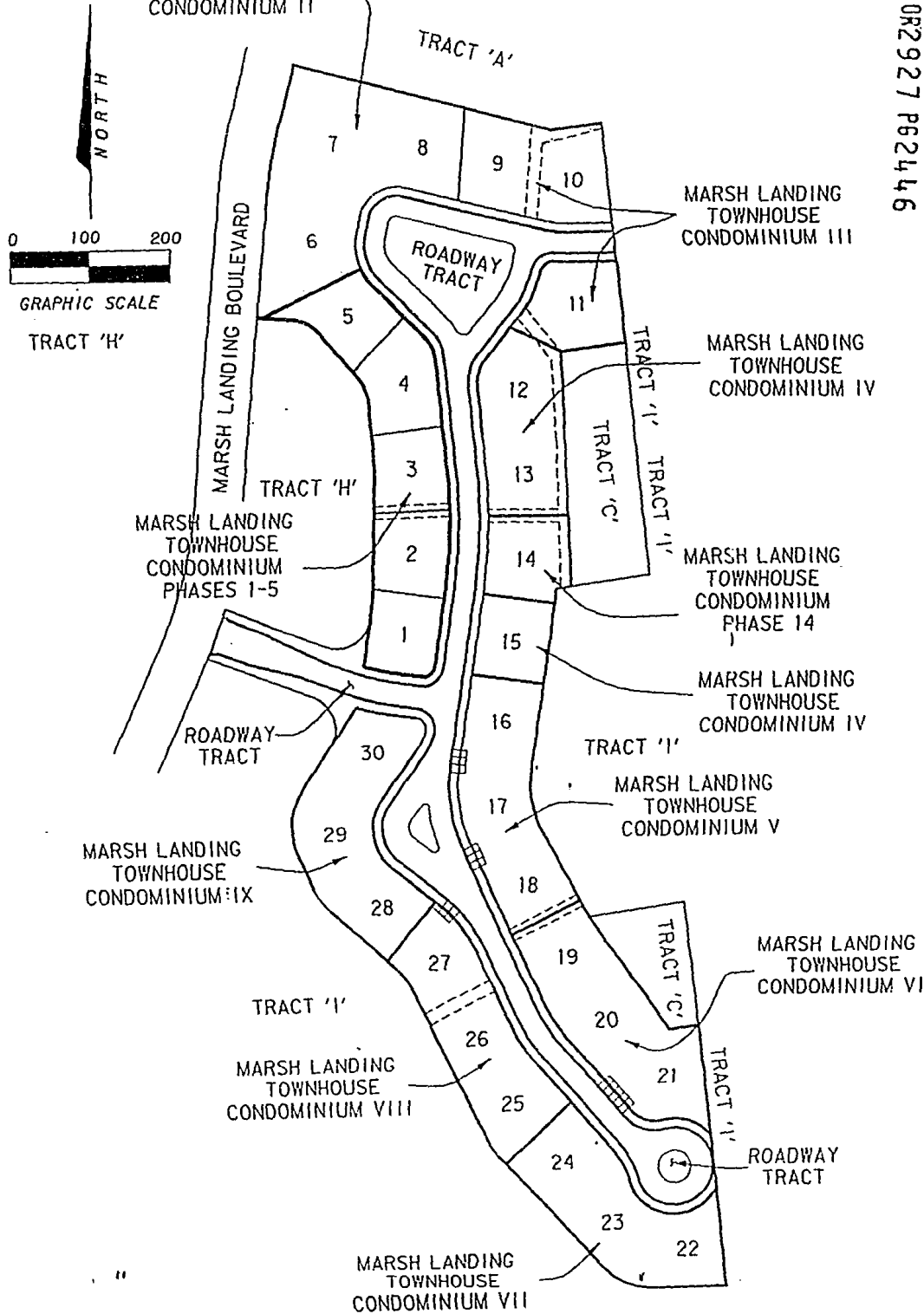
0R2927 P62445

MARSH LANDING TOWNHOUSE CONDOMINIUM

JUNE 1997

EXHIBIT B
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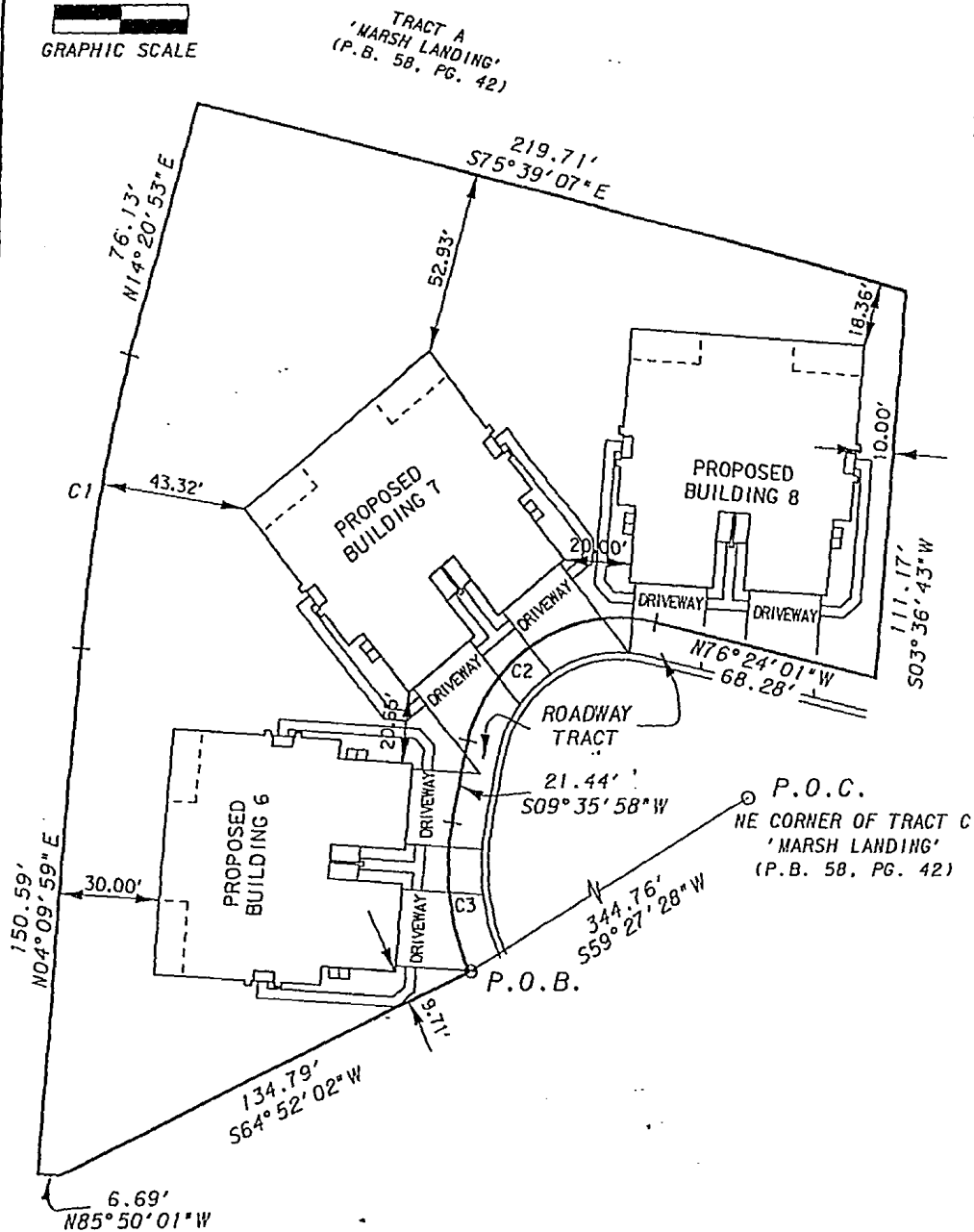
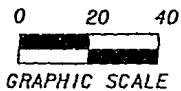
LOCATION MAP

SHEET OF

MARSH LANDING TOWNHOUSE CONDOMINIUM II

JUNE 1997

EXHIBIT B
Page 4 of 12



NO.	RADIUS	Δ	ARC	CHORD	CHORD BEARING
C1	470.00'	10°10'54"	83.52'	83.41'	N09°15'26"E
C2	46.00'	94°00'00"	75.47'	67.28'	S56°35'58"W
C3	71.00'	34°43'56"	43.04'	42.38'	S07°46'00"E



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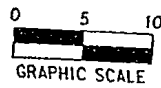
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0R2927 P62447

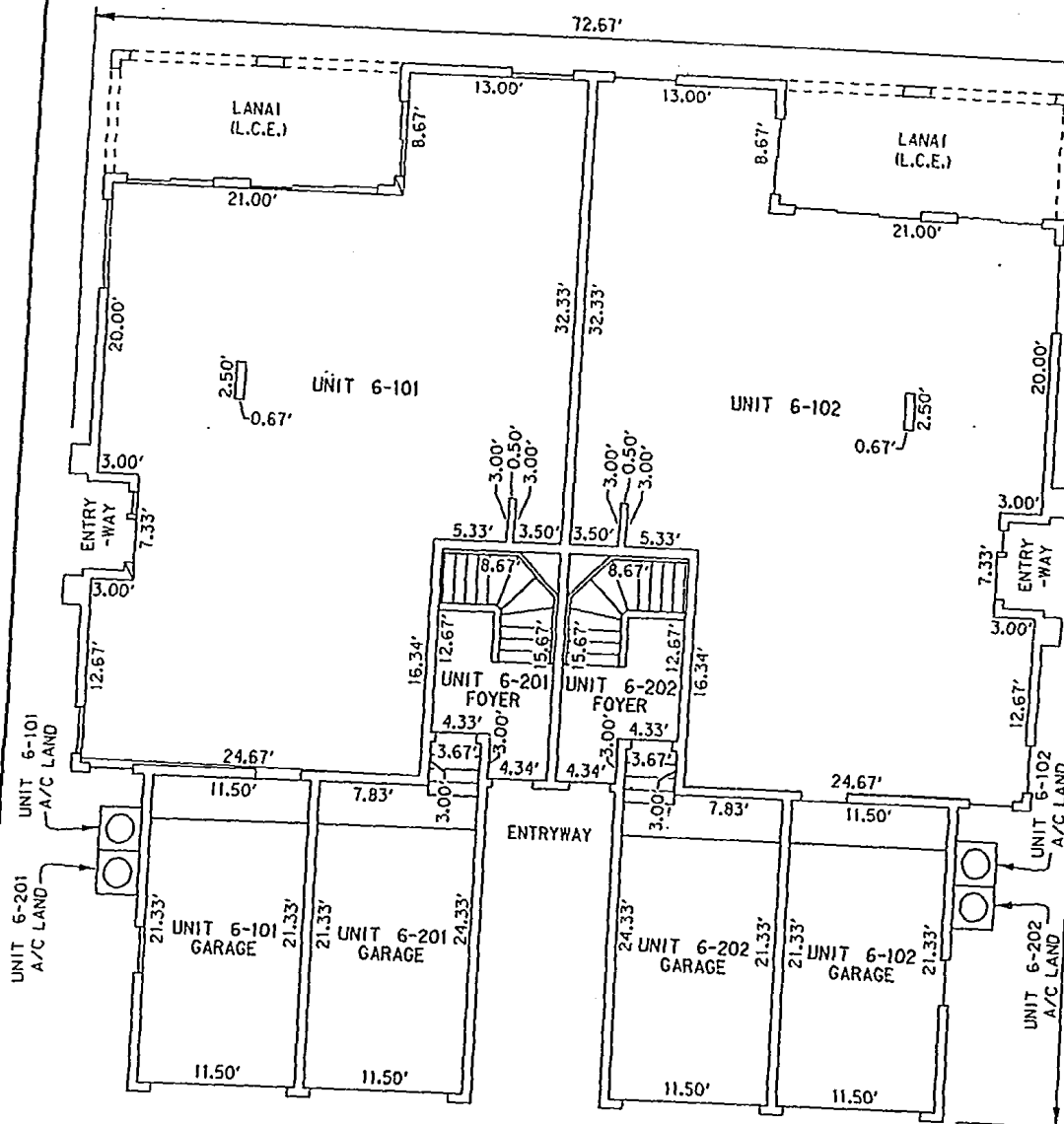
MARSH LANDING TOWNHOUSE CONDOMINIUM II

JUNE 1997

EXHIBIT B
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082927 P62448



BUILDING 6 FIRST FLOOR

	UNIT 6-101	UNIT 6-101 GARAGE	UNIT 6-102	UNIT 6-102 GARAGE	UNIT 6-201 GARAGE	UNIT 6-202 GARAGE	UNIT 6-201 FOYER	UNIT 6-202 FOYER
UPPER LIMITS:	24.83	24.83	24.83	24.83	24.83	24.83	35.00	35.00
LOWER LIMITS:	15.50	15.00	15.50	15.00	15.00	15.00	18.50	18.50



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MARSH LANDING TOWNHOUSE CONDOMINIUM II

JUNE 1997

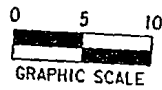
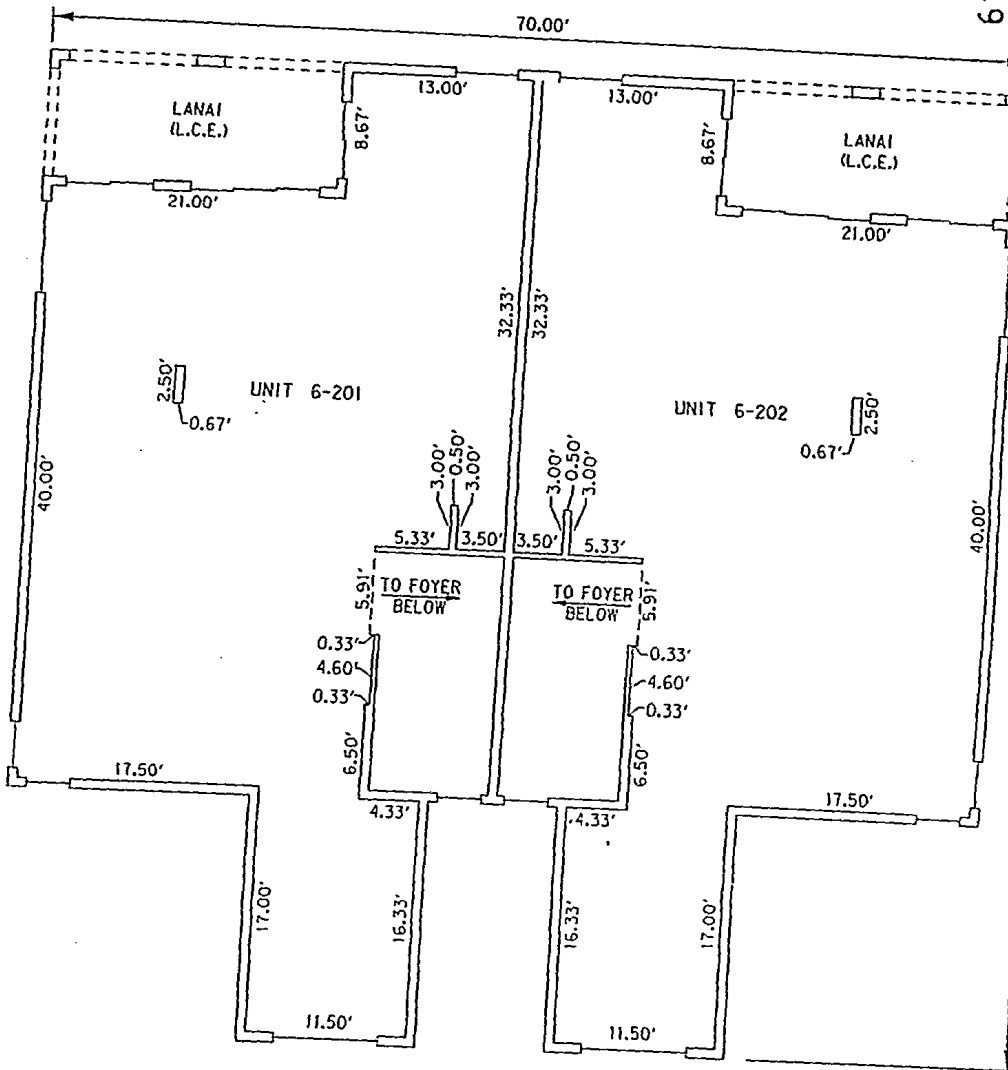


EXHIBIT B

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0R2927 P62449



BUILDING 6 SECOND FLOOR

	UNIT 6-201	UNIT 6-202
UPPER LIMITS:	36.67	36.67
LOWER LIMITS:	25.67	25.67



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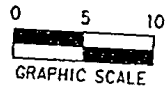
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MARSH LANDING TOWNHOUSE CONDOMINIUM II

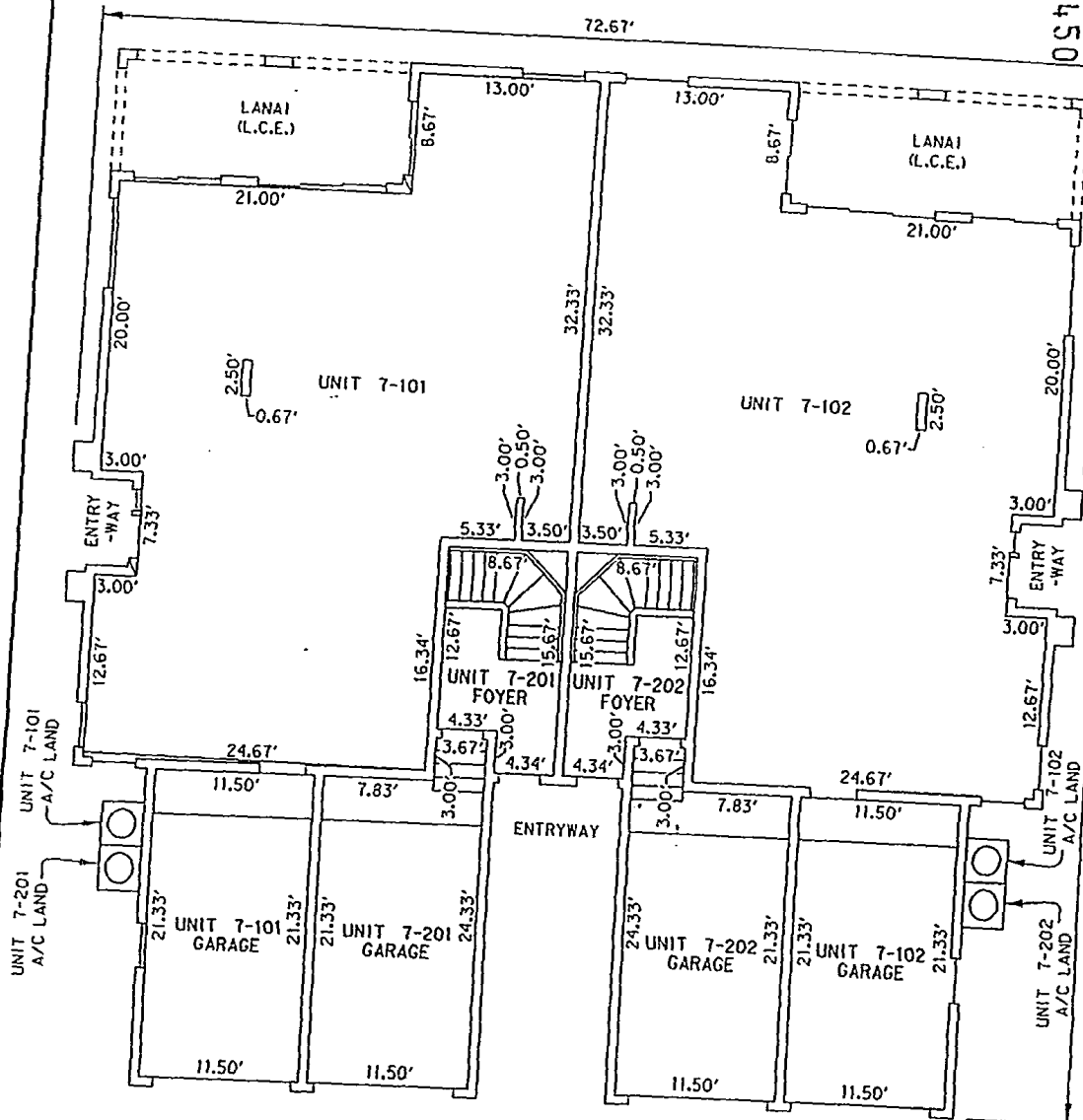
JUNE 1997

EXHIBIT B

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0R2927 P62450



BUILDING 7
FIRST FLOOR

	UNIT 7-101	UNIT 7-101 GARAGE	UNIT 7-102	UNIT 7-102 GARAGE	UNIT 7-201 GARAGE	UNIT 7-201 FOYER	UNIT 7-202 FOYER
UPPER LIMITS:	24.83	24.83	24.83	24.83	24.83	35.00	35.00
LOWER LIMITS:	15.50	15.00	15.50	15.00	15.00	18.50	18.50

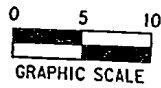


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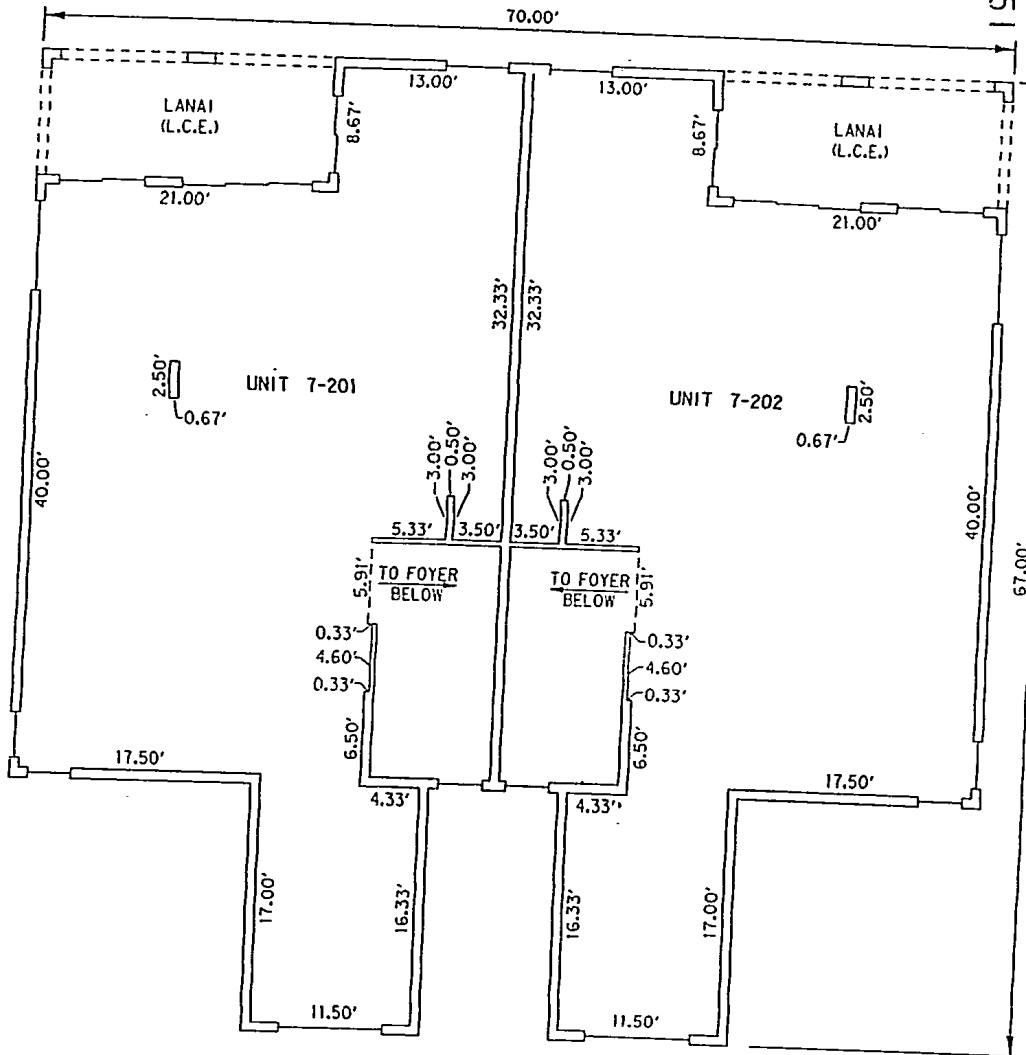
MARSH LANDING TOWNHOUSE CONDOMINIUM II

EXHIBIT B
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JUNE 1997



062927 P62451



BUILDING 7 SECOND FLOOR

	UNIT 7-201	UNIT 7-202
UPPER LIMITS:	36.67	36.67
LOWER LIMITS:	25.67	25.67



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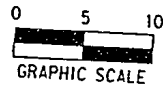
SHEET 06

MARSH LANDING TOWNHOUSE CONDOMINIUM II

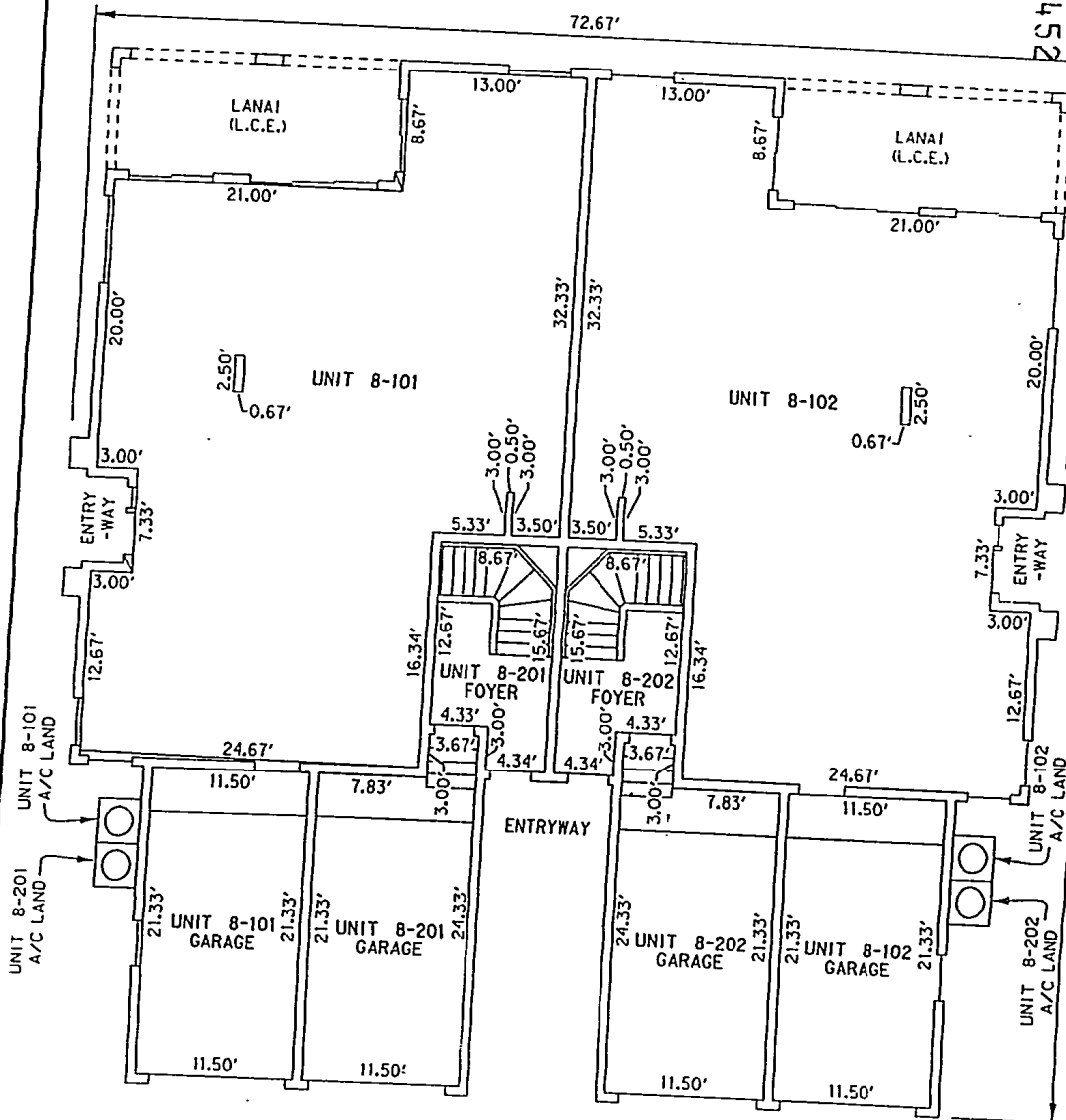
JUNE 1997

EXHIBIT B

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0R2927 P62452



BUILDING 8 FIRST FLOOR

	UNIT 8-101	UNIT 8-101 GARAGE	UNIT 8-102	UNIT 8-102 GARAGE	UNIT 8-201 GARAGE	UNIT 8-202 GARAGE	UNIT 8-201 FOYER	UNIT 8-202 FOYER
UPPER LIMITS:	24.83	24.83	24.83	24.83	24.83	24.83	35.00	35.00
LOWER LIMITS:	15.50	15.00	15.50	15.00	15.00	15.00	18.50	18.50

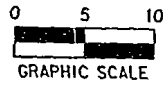


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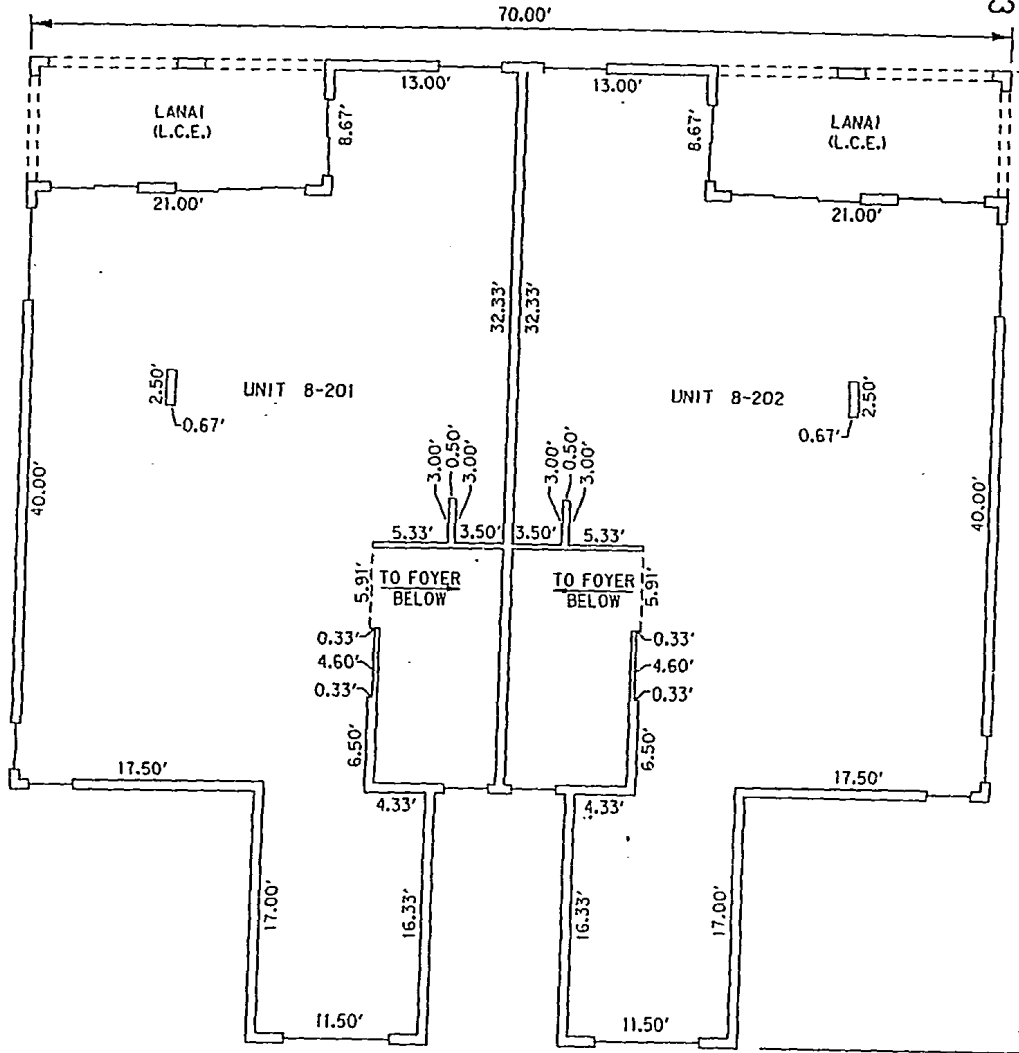
MARSH LANDING TOWNHOUSE CONDOMINIUM II

JUNE 1997

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BUILDING 8 SECOND FLOOR

	UNIT 8-201	UNIT 8-202
UPPER LIMITS:	36.67	36.67
LOWER LIMITS:	25.67	25.67



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SHEET OF

**MARSH LANDING TOWNHOUSE
CONDOMINIUM II
SURVEY NOTES**

082927 PG 2451

1. DESCRIPTION OF UNITS

Each Unit shall consist of that part of the building containing such Unit which lies within the boundaries of the Unit, which boundaries are as follows:

A. Upper Boundaries

1. The upper boundary of first-floor Units shall be horizontal plane of the lowest surface of the unfinished ceiling slab of the Unit and the horizontal plane of the unfinished horizontal plane of the lowest surface of the unfinished lanai ceiling slab extended to an intersection with the perimetrical boundaries.
2. The upper boundary of the second story Units shall be the sloped and horizontal planes of the unfinished ceiling extended to an intersection with each other and with the perimetrical boundaries.
3. The upper boundary of the portion of the Units comprising the lanai shall be the plane of the lowest surface of the unfinished lanai ceiling.

B. Lower Boundaries

The lower boundary of all Units shall be horizontal plane of the unfinished floor slab of that Unit and the horizontal plane of the unfinished lanai slab extended to an intersection with the perimetrical boundaries.

C. Perimetrical Boundaries

The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with upper and lower boundaries:

1. EXTERIOR BUILDING WALLS:

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and as to the lanai which is part of a Unit, such boundaries shall be the intersecting vertical planes which include all of such structures.

2. INTERIOR BUILDING WALLS:

The vertical planes of the innermost unfinished surface of the party walls dividing such Units extended to intersections with other perimetrical boundaries.

D. Apertures

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors or any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be included in the boundaries of the Unit.

EXHIBIT B
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**MARSH LANDING TOWNHOUSE
CONDOMINIUM II**

082927 Pg2455

E. Air Conditioning Units

The boundaries of each Unit shall also be deemed to include all integral parts of the air conditioning unit located within the Unit.

F. Excluded from Units

The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit, but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained. Such utility services are not Common Elements, but may be the maintenance responsibility of the Association. The Unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements.

2. DESCRIPTION OF COMMON ELEMENTS

- A. All land and all portions of the Condominium Property not within a Unit or Units are parts of the Common Elements.
- B. All bearing walls to the unfinished surface of said walls located within a Unit and all columns or partitions contributing to support of the Building constitute parts of the Common Elements.

3. GENERAL

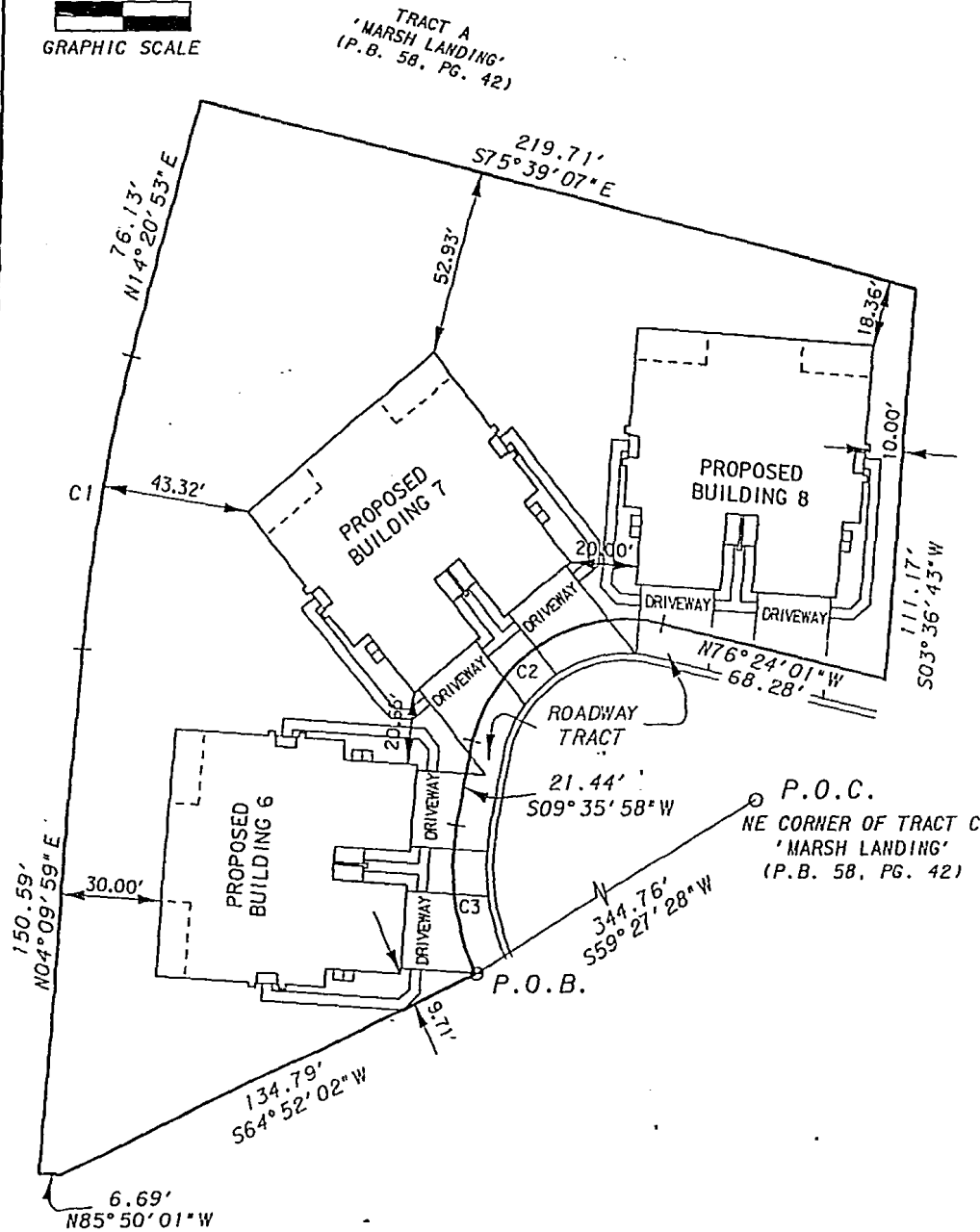
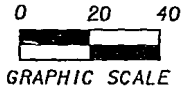
- A. Improvement shown hereon are proposed unless noted otherwise hereon.
- B. Dimensions shown illustrating unit boundaries are subject to normal construction tolerances.
- C. Bearings shown hereon are based upon the plat of Marsh Landing fixing the easterly line of the southwest one-quarter of Section 4, Township 47 south, Range 25 east, Lee County, Florida as N00°22'28"W.
- D. Improvements within the condominium property which are not units or limited common elements are common elements.
- E. P.O.C. denotes Point of Commencement.
- F. P.O.B. denoted Point of Beginning.

MARSH LANDING TOWNHOUSE CONDOMINIUM II

JUNE 1997

EXHIBIT C

0R2927 P62456



NO.	RADIUS	Δ	ARC	CHORD	CHORD BEARING
C1	470.00'	10°10'54"	83.52'	83.41'	N09°15'26"E
C2	46.00'	94°00'00"	75.47'	67.28'	S56°35'58"W
C3	71.00'	34°43'56"	43.04'	42.38'	S07°46'00"E



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SHEET OF

There is no Exhibit "D" to the Condominium Declaration of Marsh Landing Townhouse
Condominium II.

0R2927 P62457

BYLAWS
OF
MARSH LANDING TOWNHOUSE CONDOMINIUM II ASSOCIATION, INC.

1. IDENTITY - These are the Bylaws of Marsh Landing Townhouse Condominium II Association, Inc., a non profit Florida corporation formed for the purpose of administering Marsh Landing Condominium which is located in Fort Myers, Lee County, Florida, upon the lands described in the Declaration of Condominium.

1.1. OFFICE - The office of the Association shall be at the Condominium 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 unless otherwise determined by the Board of Directors.

1.3. SEAL - The seal of the Association shall be circular in shape, bear the abbreviated name of the Association, the word "Florida."

2. MEMBERS' MEETINGS

2.1. ANNUAL MEETINGS - Annual members' meetings shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, no later than the last Monday in March of each year, in conjunction with the election of Directors and for transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEETINGS - Special member's meetings shall also be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written petition signed and dated from at least 25% of the Association voting interests. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of the meeting. In the event that the Board of Directors adopts a budget requiring assessments exceeding 115% of the assessments for the preceding year, the Board upon written application of 10% of the voting interests shall call a special meeting of the unit owners 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 a recall meeting and 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. An officer of the Association 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

0R2927 P62458

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.

2.4. BOARD ELECTION MEETINGS - NOTICE AND PROCEDURE - The regular or general election shall occur at the time and place at which 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. It must contain the name and correct mailing address of the Association. 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. Together with the written notice and agenda, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information on both sides of the paper. The division shall by rule establish voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballot cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the board of administration. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in F.S.101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the Association in accordance with F.S.718.303. The regular election shall occur on the date of the annual meeting. The provisions of this subparagraph shall not apply to timeshare condominium associations. Notwithstanding the provisions of this subparagraph, 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.

2.4.2. 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 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 adopted in advance and in written form. Any unit owner may tape record or videotape a meeting of the unit owners subject to and pursuant to Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes.

2.9. **INDIVISIBLE VOTE** - Each unit shall have one indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted. Voting certificates are not authorized.

2.10. **PROXIES** - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Secretary before or at the voter registration immediately preceding the meeting. A photographic, photostatic or equivalent reproduction of a proxy is a sufficient proxy pursuant to F.S. 607.0722. Except as specifically otherwise provided in this paragraph, or by the Condominium Act from time to time, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form 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. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial

statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which F.S. 718 requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

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 then 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.
- (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 not less than three (3) persons. 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 so as to be eligible for Board 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. Members of the Board shall be elected for three (3) years. 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; and further provided that during the time that both the Developer and unit owners other than the Developer have representation on the Board, the filling of vacancies shall be in compliance with the provisions of Rule 61B-23.001(12), Florida Administrative Code. A Director elected or appointed to fill a vacancy shall be elected or appointed until the next regularly scheduled election.

3.4. 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.

3.5. 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 day's 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.

3.6. 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.

3.7. 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. The bulletin board located in the Gate House shall constitute a conspicuous place for posting of this notice. 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.

3.8. OWNER PARTICIPATION - Meetings of the Board of Directors at which a quorum of the members 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 the Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association's budget are subject to the provisions of this paragraph.

3.9. BOARD MEETINGS, QUORUM AND VOTING - A quorum for 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 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.

3.10. 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.

3.11. 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 Bylaws 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. Operating and maintaining the Common Elements.
- 4.2. Determining the expenses required for the operation of the Condominium and the Association.
- 4.3. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- 4.4. Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property.
- 4.5. Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.
- 4.6. Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- 4.7. Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- 4.8. Selling, leasing, mortgaging or otherwise dealing with Units or property acquired, and subleasing Units leased, by the Association, or its designee.
- 4.9. Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- 4.10. Obtaining and reviewing insurance for the Condominium Property.

4.11. Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

4.12. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

4.13. Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed the highest amount permitted under the Act (as it may be amended from time to time) nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit, unless permitted by the Act (as it may be amended from time to time). The Association must provide notice and an opportunity for hearing in front of a committee of other units owners which must agree with the fine or the fine may not be levied, before levying the fine against the owner of a unit or its occupant, licensee or invitee. The Association shall A) provide the party against whom the fine is sought to be levied 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 Bylaws or Association rules which have allegedly been violated; and 3. A short and plain statement of the matters asserted by the Association; B) the party against whom the fine may be levied shall have an opportunity to respond to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

4.14. Purchasing or leasing Units for use by resident superintendents and other similar persons.

4.15. Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action

authorized in this paragraph without the prior written consent of the developer as long as the Developer owns any Unit.

4.16. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

4.17. At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use (to the extent permitted by the Act).

4.18. Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

4.19. Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law from time to time in any one case.

4.20. Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

5.1. HURRICANE SHUTTERS - The Board of Directors shall adopt hurricane shutter specifications for each building within each condominium operated by the Association which 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.

5.2. EMERGENCY POWERS - The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

5.2.1. In anticipation of or during any emergency defined in Section 5.2.6. 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,

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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.

5.2.2. During any emergency defined in Section 5.2.6. 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.

5.2.3. 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.

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

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

5.2.6. 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.

6. OFFICERS

6.1. 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. The executive officers shall be elected annually by the Board of Directors and may be preemptorily removed and replaced by a majority vote of the Board at any meeting. The President, Secretary and Treasurer must be members of the Board. Any person may hold two or more offices except that the President shall not also be the Secretary.

6.2. 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.

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

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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 by a court with jurisdiction of 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.

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

7. 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 five (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.

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

8.1. BUDGET - A proposed annual budget of common expenses 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. It shall accrue reserves per F.S. 718.112(2)(F)(2) which may later be waived by the owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests voting in person or by limited proxy 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.

8.2. MAILING - A copy of the proposed annual budget shall be mailed or hand delivered, together with a meeting notice, to the unit owners not less than fourteen (14) days prior to the meeting of the directors at which the budget will be considered.

8.3. 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 ten (10) days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed in the Public Records of Lee County, Florida, and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4. SPECIAL ASSESSMENTS AND CHARGES - Assessments and charges for expenses which are not provided for and funded in the Budget shall be made by the Board of Directors, and the time of payment shall likewise be determined by them.

8.5. ASSESSMENT ROLL - The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of

or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

8.6. 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.

8.7. 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 and as shall be designated from time to time by the Directors and in which the monies for the 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.

8.8. COMMINGLING OF FUNDS PROHIBITED - All funds shall be maintained separately in the Association's name. Reserve and operating funds may not be commingled for any purposes. 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.

8.9. 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 Administrative Code) a complete set of financial statements. A copy of the report or the financial statements shall be furnished to each member within 60 days after following the end of the fiscal or calendar year.

8.10. FIDELITY BONDING - The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the President, Secretary and Treasurer of the Association in an amount not less than \$10,000.00 for each person, but in no event less than the minimum required by the Condominium Act from time to time based upon the total of the Association annual budget, including reserves. The Association shall bear the cost of bonding.

9. PARLIAMENTARY RULES - A parliamentary procedure such as Robert's Rules of Order uniformly applied shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation or By-Laws of the Association or with the laws of the State of Florida.

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

10.1. 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.

10.2. PROPOSAL OF AMENDMENTS - An amendment may be proposed by either a majority of the Directors or by Twenty-five Percent (25%) of the voting interests.

10.3. ADOPTION OF AMENDMENTS - A resolution or written agreement adopting a proposed amendment must receive approval of a majority of the voting interests of the Association.

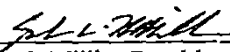
10.4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

10.5. 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 Articles of Incorporation, or the Condominium Act as amended from time to time.

10.6. PROPOSED AMENDMENT 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 to be deleted shall be 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."

11. 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 By-Laws of MARSH LANDING TOWNHOUSE CONDOMINIUM II ASSOCIATION, INC. on this 25th day of June, 1997.



J. Wes McMillin, President

Robert Gleason, Secretary

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ARTICLES OF INCORPORATION
OF
MARSH LANDING TOWNHOUSE CONDOMINIUM II ASSOCIATION, INC.

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the laws of the State of Florida, pursuant to Florida Statute 617, and hereby certify as follows:

ARTICLE I

The name of this corporation shall be: MARSH LANDING TOWNHOUSE CONDOMINIUM II ASSOCIATION, INC. The mailing address of the corporation shall be: 17595 South Tamiami Trail, #106, Fort Myers, Florida, 33908.

ARTICLE II

The general purpose of this non-profit corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, F.S. 718), for the operation of Marsh Landing, a Condominium, located at 17595 South Tamiami Trail, #106, Fort Myers, Florida, 33908, to be created pursuant to the provisions of the Condominium Act, and as such Association, to operate and administer said condominium and carry out the functions and duties of said condominium, as set forth in the Declaration of Condominium establishing said condominium and exhibits annexed thereto.

ARTICLE III

All persons who are owners of condominium parcels within said condominium shall automatically be members of this corporation. Such membership shall automatically terminate when such person is no longer the owner of a condominium parcel. Membership in the corporation shall be limited to such condominium parcel owners.

Admission to and termination of membership shall be governed by the Declaration of Condominium that shall be filed for said condominium among the Public Records of Lee County, Florida.

ARTICLE IV

This corporation shall have perpetual existence.

ARTICLE V

The name and residence of the subscribers to these Articles of Incorporation are as follows:

J. Wes McMillin

17595 S. Tamiami Trail, Ste. 106
Fort Myers, FL 33908

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ARTICLE VI

Section 1. The affairs of the corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified in the bylaws. The directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one (1) year, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of directors and for filling vacancies shall be established by the bylaws.

Section 2. The principal officers of the corporation shall be:

J. Wes McMillin/President	17595 S. Tamiami Trail, Ste. 106 Fort Myers, FL 33908
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Robert Gleason/Vice-President/ Secretary/Treasurer	17595 S. Tamiami Trail, Ste. 106 Fort Myers, FL 33908
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(the last two officers may be combined), who shall be elected from time to time, in the manner set forth in the bylaws adopted by the corporation.

ARTICLE VII

The name of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Condominium and bylaws, are as follows:

J. Wes McMillin/President	17595 S. Tamiami Trail, Ste. 106 Fort Myers, FL 33908
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Robert Gleason/Vice-President/ Secretary/Treasurer	17595 S. Tamiami Trail, Ste. 106 Fort Myers, FL 33908
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ARTICLE VIII

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership.

J. Wes McMillin	17595 S. Tamiami Trail, Ste. 106 Fort Myers, FL 33908
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Robert Gleason	17595 S. Tamiami Trail, Ste. 106 Fort Myers, FL 33908
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Larry Shapiro	2681 Long Lake Road Roseville, MN 55113
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ARTICLE IX

The bylaws of the corporation shall initially be made and adopted by its first Board of Directors.

Prior to the time the property described in Article II hereinabove has been submitted to condominium ownership by the filing of the Declaration of Condominium, the bylaws may be amended, altered, supplemented or modified by the membership at the annual meeting, or at a duly convened special meeting of the membership by a vote of unit owners entitled to exercise sixty-seven percent (67%) or more of the total voting power of the Association.

ARTICLE X

Amendments to these Articles of Incorporation may be proposed by one third of the members or any two (2) directors and shall be adopted in the same manner as is provided for the amendment of the bylaws as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the Corporate Seal, signed by the secretary or an assistant secretary, and executed and acknowledged by the president or vice president, has been filed with the Secretary of State, and all filing fees paid.

ARTICLE XI

This corporation shall have all of the powers set forth in Florida Statute 617.021, all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and exhibits annexed thereto, including the power to contract for the management of the condominium and recreational facilities.

ARTICLE XII

There shall be no dividends paid to any of the members, nor shall any part of the income of the corporation be distributed to its Board of Directors or officers.

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceed the sum of (1) total common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his interest in the common elements of the condominium.

This corporation shall issue no shares of stock of any kind or nature whatsoever. Membership

in the corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and bylaws. The voting rights of the owners of parcels in said condominium property shall be as set forth in the Declaration of Condominium and bylaws.

ARTICLE XIII

The name and post office address of the incorporator of this corporation is as follows:

J. Wes McMillin

17595 S. Tamiami Trail, Ste. #106
Fort Myers, FL 33908

ARTICLE XIV

The street address of the initial registered office of this corporation is 17595 S. Tamiami Trail, Suite #106, Fort Myers, Florida 33908, and the name of the initial registered agent of this corporation at that address is J. Wes McMillin.

IN WITNESS WHEREOF, I the undersigned being the sole incorporator of the corporation do certify the facts stated herein are true and accordingly hereto have hereunto set my hand and seal this 25th day of June, 1997.

Signed, sealed and delivered
in the presence of:

Julie A. Daus
Witness
[Signature]
Witness

J. L. McMillin
J. WES MCMILLIN

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of June, 1997, by J. WES MCMILLIN, who is personally known to me or who has produced _____ as identification and who did not take an oath.

(Notary Seal)

Julie A. Daus
Signature of Notary Public

My Commission:

Julie A. Daus
(Print, type or stamp commissioned name of Notary Public)

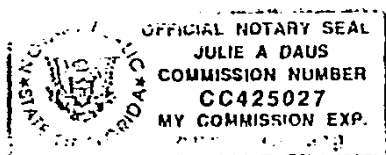


EXHIBIT F
Page 5 of 5

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance, with said Act:

First--That MARSH LANDING TOWNHOUSE CONDOMINIUM II ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at City of Fort Myers, County of Lee, State of Florida, has named J. Wes McMillin, located at 17595 S. Tamiami Trail, Suite #106, City of Fort Myers, County of Lee, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGEMENTS:

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By: J. Wes McMillin
J. Wes McMillin, Registered Agent

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CLERK OF COURT
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CONSENT AND JOINDER TO FILING
OF DECLARATION OF CONDOMINIUM

WHEREAS, U.S. Bank National Association f/k/a First Bank National Association, assignee of those certain mortgage liens created by three Mortgages each dated the 21st day of June, 1996, and recorded among the Public Records of Lee County, Florida in Official Record Book 2719, Page 4136; Official Record Book 2719, Page 4065; and Official Record Book 2719, Page 3959, in which Rottlund Homes of Florida, Inc. is Mortgagor; and

WHEREAS, a portion of the real property subject to the aforementioned Mortgages is to be submitted to the condominium form of ownership as the Marsh Landing Townhouse Condominium II; and

WHEREAS, U.S. Bank National Association f/k/a First Bank National Association desires to evidence its consent to the filing of the Declaration of Condominium attached hereto;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration to it in hand paid, U.S. Bank National Association f/k/a First Bank National Association, by and through its authorized officer does consent to the attached Declaration of Condominium for Marsh Landing Townhouse Condominium II, and does likewise consent to the establishment of the condominium form of ownership for the condominium property described therein in accordance with the provisions of the aforementioned Declaration of Condominium in accordance with the laws of the State of Florida. It being the intention of U.S. Bank National Association f/k/a First Bank National Association to fully consent thereto in all respects required by Sec. 718.104(3), Florida Statutes, in force on the date of the execution of these presents.

IN WITNESS WHEREOF, U.S. Bank National Association f/k/a First Bank National Association has caused these presents to be duly executed by its duly authorized officer this 29th day of December, 1997.

WITNESS:

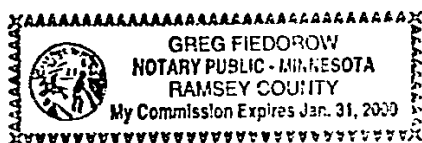
[Signature]
[Signature]

U.S. BANK NATIONAL ASSOCIATION f/k/a
FIRST BANK NATIONAL ASSOCIATION

By [Signature]
Its AVP

STATE OF MINNESOTA
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 29th day of December, 1997, by Mark Midtdahl, as Asst Vice President of U S Bank National Association f/k/a First Bank National Association, who is personally known to me or who has produced _____ as identification and who did not take an oath.



[Signature]
Notary Public
Print Name: Greg Fiedorow
My Commission: _____

11/14/97 17:57:11

CONSENT AND JOINDER TO FILING
OF DECLARATION OF CONDOMINIUM

WHEREAS, Kraus-Anderson, Incorporated, a Minnesota corporation, is the owner and holder of those certain mortgage liens created by three Mortgages each dated the 21st day of June, 1996, and recorded among the Public Records of Lee County, Florida in Official Record Book 2719, Page 4136; Official Record Book 2719, Page 4065; and Official Record Book 2719, Page 3959, in which Rottlund Homes of Florida, Inc. is Mortgagor; and

WHEREAS, a portion of the real property subject to the aforementioned Mortgages is to be submitted to the condominium form of ownership as the Marsh Landing Townhouse Condominium II; and

WHEREAS, Kraus-Anderson Incorporated desires to evidence its consent to the filing of the Declaration of Condominium attached hereto ~~adding such phase;~~

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration to it in hand paid, Kraus-Anderson, Incorporated, by and through its authorized officer does consent to the attached Declaration of Condominium for Marsh Landing Townhouse Condominium II, and does likewise consent to the establishment of the condominium form of ownership for the condominium property described therein in accordance with the provisions of the aforementioned Declaration of Condominium in accordance with the laws of the State of Florida. It being the intention of Kraus-Anderson, Incorporated to fully consent thereto in all respects required by Sec. 718.104(3), Florida Statutes, in force on the date of the execution of these presents.

IN WITNESS WHEREOF, Kraus-Anderson, Incorporated has caused these presents to be duly executed by its duly authorized officer this 17th day of December, 1997.

WITNESS:

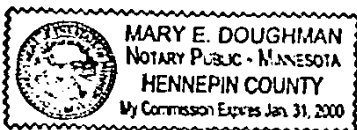
KRAUS-ANDERSON, INCORPORATED

Victoria J. Pease
Victoria J. Pease
Anne M. Connors
Anne M. Connors

By Daniel Engelsma
Its Vice President

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 17th day of December, 1997, by Daniel Engelsma, as Vice President of Kraus-Anderson, Incorporated, who is personally known to me ~~or who has produced~~ as identification and who did not take an oath.



Mary E. Doughman
Notary Public
Print Name: Mary E. Doughman
My Commission: Expires January 31, 2000

DR2927 PG2478

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CHARLIE GREEN LEE CTY, FL
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