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CONDOMINIUM DECLARATION

OF

PELICAN POINT CONDOMINIUM

THIS CONDOMINIUM DECLARATION, made and executed by A. JOSEPH EICHER, TRUSTEE, hereinafter called the Developer, for himself, his successors, grantees and assigns, and the said Developer does here submit the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth and makes the following declarations:

I. PURPOSE

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 in Chapter 718 of the Florida Statutes herein called the "Condominium Act."

A. Name

The name by which this condominium is to be identified is: PELICAN POINT CONDOMINIUM, and its address is 4924 Viceroy St., Cape Coral, 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: PELICAN POINT CONDOMINIUM ASSOCIATION, INC., a Florida corporation, and its successors.

D. Bylaws

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

E. Common Elements

Common elements shall include the tangible or intangible personal property required for the maintenance and operation of the condominium together with all other elements as designated in the Florida Condominium Act.

F. 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.

RECORD VERIFIED - SAL GERRARD - CLERK
BY LINDA EDWARDS D.A.

G. 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.

H. Condominium

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

I. Condominium Parcel

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

J. 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.

K. 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.

L. Record Owner

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

M. 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.

N. Unit

"Unit" shall be synonymous with "Apartment".

O. 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.

III. DEVELOPMENT PLAN

The condominium is being developed in the following manner:

A. Survey

The survey, which is attached hereto as Exhibit "B" shows four (4) existing apartment buildings and no proposed apartment buildings.

B. Plans

The improvements on the land will consist of four two-story buildings, as shown on Exhibit "B". The improvements presently existing upon the land are constructed substantially in accordance with plans prepared by ROLAND V. STOUT. The floor plan of the existing buildings is attached hereto as Exhibit "C".

C. Alteration of Apartment Plans

Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

D. 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 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 INTERESTSA. Easements

Each of the following easements is a covenant 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 other common areas 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. Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

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. Easements or encroachments by the perimeter walls, ceiling and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

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

B. Apartment - Boundaries

Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:

1. Horizontal Boundaries. The upper and lower boundaries of the apartment shall be:

a. Upper boundary - apartments next to roof:
The plane of the underside of the roof slab above.

b. Upper boundary - other apartments: The plane of the under surfaces of the slab of floor above.

c. Lower boundaries - upper floor apartments:
The plane of the under surface of the concrete slabs.

d. Lower boundaries - ground floor apartments:
The under surface of the concrete floor slabs.

2. Vertical Boundaries. The vertical boundaries of the apartment shall be:

a. Exterior building walls - the exterior of the outside walls of the apartment building bounding an apartment and where there is attached to the building a balcony, porch, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereon.

b. Interior building walls - the center line of walls bounding the apartment.

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 multi-family structures and the property on which they are located and specifically includes but is not limited to the land, roof, main walls, slabs, stairways and staircases, walkways, gardens, pumps, generators, water tanks, trees and shrubs, utility lines, guest parking facilities, unassigned dock spaces, swimming pool and equipment.

D. Parking Spaces and Storage Lockers

The covered parking spaces and storage lockers may be assigned by the Association and upon assignment shall be "Limited Common Elements".

E. Boat Docks

The boat dock spaces may be assigned by the Association and upon assignment shall be "Limited Common Elements".

1. Assignment. Dock spaces will be assigned by the Board based upon the date of receipt of the letter requesting such space. Such unassigned requests shall be held pending future vacancies.

2. Transferability. Dock spaces may not be transferred by unit owners, but revert back to the Board for assignment.

V. UNDIVIDED SHARES

A. Appurtenances to Each Apartment

For the purpose of this Declaration, the ownership of each apartment shall include as an appurtenance the percentage of common elements as listed on the attached Exhibit "D".

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 according to the percentage listed on Exhibit "D". The foregoing right to a percentage of the common surplus does not include the right of withdrawal therefrom.

VI. MAINTENANCE, ALTERATION AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

A. Apartments

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

a. Support: All portions of an apartment, except interior surfaces 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, doors, all air conditioning compressors.

b. Utility: All conduits, ducts, plumbing, wiring and other facilities for the furnishing of 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 in the apartments; and the repair or replacement of screening and screening supports on owner's individual porch 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 apartment 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 the expense of the Association.

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 owner 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 percentages listed on Exhibit "D"; however, the apartment owner, by virtue of the above, shall not be deemed vesting or creating 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 60 days past due shall bear interest at the rate of ten percent (10%) per annum 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 60 days after due notice of same, then the Board of Administrators 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 30 days, then the Board of Administrators 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, 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 by a claim of lien stating the description of the condominium parcel, the name

of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid.

D. Collection

The Board of Administrators 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 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 foreclosed mortgage, but not to any other mortgage. The Association shall maintain a register of institutional first mortgages. A copy of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage, or a mortgage held by a real estate investment trust shall be sent to mortgagee.

F. Mortgagee

If the mortgagee of a first mortgage of record, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of the condominium parcels, including such acquirer, his successors and assigns.

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.

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, or real estate investment trust. The approval of any other mortgages will be upon conditions determined by the Association and will not be arbitrarily withheld.

VIII. THE ASSOCIATION

The operation of the condominium shall be by the PELICAN POINT CONDOMINIUM ASSOCIATION, INC., a Florida corporation, and shall fulfill its functions pursuant to the following provisions:

A. Name

The name of the Association shall be the PELICAN POINT CONDOMINIUM 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, (except as limited by this Declaration and the Bylaws) 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 establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such 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 Right

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 Administrators

The affairs of the Association shall be conducted by a board of five (5) administrators who shall be designated in the manner provided in the Bylaws.

H. Indemnification

Every administrator and every 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 a party, or in which they may become involved, by reason of their being or having been an administrator or officer of the Association, or any settlement thereof, whether or not they are an administrator or officer at the time such expenses are incurred, except in such cases wherein the administrator or officer is adjudged guilty of wilful 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 administrators 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 administrator or officer may be entitled.

I. 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 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 Administrators is hereby authorized to purchase insurance for the benefit of the Association, each apartment owner and their respective mortgages, 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 Administrators covering all buildings and improvements on the condominium complex including personal property that is a part of the common elements, (but excluding personal property, 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. 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.

d. Notice: The policy may not be canceled or substantially modified without at least 10 days' prior written notice to the insured and all mortgagees.

6. Delivery. The original and duplicate originals of physical damage policies, and all renewals thereof, shall be delivered to the Board of Administrators and to each mortgagee at least 10 days prior to expiration of the then current policies; when required, proof of payment of premiums may be submitted therewith.

7. Amount. Prior to obtaining any physical damage policy, the Board of Administrators 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 appreciation, to determine the amount of insurance to be carried.

8. Other. Such other coverage as the Board of Administrators may deem advisable.

C. Liability, Casualty and other Insurance

Public liability insurance covering the Association, each member of the Board of Administrators, the caretaker and 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. Cross Claims. Cover cross liability claims of one insured 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 reason of any insurance carried separately by an owner of any apartment.

6. Other. Provide such other coverage as the Board of Administrators 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 Administrators, 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 Administrators 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 in any one building 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 Administrators 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 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 Administrators shall assess each owner his pro-rata 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. 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 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, hallways, 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 in the possession of the original owner at the time of purchase, not to exceed one of a kind and weighing not more than 25 lbs., are permitted, subject to reasonable limitations as to their use, restraint and conduct as may be further promulgated by the Board of Administrators from time to time. Owners will be permitted to replace pets who have died or otherwise been disposed of. Tenants will not be permitted to have pets at any time without express approval of the Board of Administrators.

D. Children

No minor under the age of sixteen (16) years shall be allowed to remain as a permanent resident in the condominium without the prior written approval of the Board of Administrators. Visitors shall not allow children to play in public halls, or stairways, nor shall children under the age of sixteen (16) years be allowed in any of the common element areas unaccompanied by an adult.

E. Exterior

No awning shall be installed on any window without the prior approval of the Board of Administrators. 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, other than TV and/or radio antenna, shall first require the approval of the Board of Administrators. 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 Administrators, 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 Administrators 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.

L. Developer Proviso

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 a sales office, the showing of the property and the display of signs.

XI. LIMITATION UPON CONVEYANCE OF OWNERSHIP

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

A. Right of First Refusal

No apartment owner may convey, sell, lease, give, encumber, or transfer title to an apartment owned by him, except as otherwise herein provided, without approval of the Board of Administrators of the Association. The Association reserves the right to 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 or any interest therein, he shall give written notice to the president or in his absence, the vice president, or in his absence the secretary, or in his absence any administrator of the Association or in their absence the resident agent of the Association, in writing, by United States Mail, attaching thereto an executed copy of such proposed contract.

C. Board Action

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

D. Appeal

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

E. Disapproval

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

F. Fair Market Value

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

G. 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 restriction upon resale shall not apply to any insurance company, bank, federal savings and loan association, corporate mortgagee, or real estate investment trust in the event of a sale to such mortgagees, sales by mortgagees after quieting title or at 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.

1. 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 Administrators; the sale of an apartment through sale of stock of the corporate owner thereof shall not authorize any change in occupants, and any change in occupancy resulting from such sales shall be first approved by the Board of Administrators.

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 the decedent owner's family shall have succeeded to the ownership of the apartment, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his apartment to some designated person or persons other than his surviving spouse or member of his family, or if some other person is designated by such decedent's legal representative to receive the ownership of the apartment, the Board of Administrators of the Association shall within 30 days after written request so to do, 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.

I. Interval Ownership

No ownership interest in any unit, or share of the common elements assigned to that unit, shall be conveyed in any manner or by any method which would result in the granting of an ownership interest having the exclusive right to occupancy for a period of time less than twelve consecutive months.

J. 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 Administrators in dealing with the apartment involved. The failure by the Association or any apartment owner to enforce any rights contained in the Declaration or Bylaws, shall not constitute a waiver of the right to do so thereafter.

XII. 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 or their 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.

XIII. TERMINATION

PELICAN POINT CONDOMINIUM 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 Administrators 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 Administrators 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.

XIV. AMENDMENTS

This Declaration of Condominium and the Bylaws of the PELICAN POINT CONDOMINIUM ASSOCIATION, INC. may be amended in the following manner as well as in the manner elsewhere provided:

A. 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.

B. Resolution

A resolution adopting a proposed amendment may be proposed by either the Board of Administrators 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.

C. 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.

D. 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.

E. 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.

XV. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or work, 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.

XVI. 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

Developer shall have the following rights:

1. Common elements. To use the common elements and unsold apartments in promoting the sale of such unsold apartments;
2. Supervision. Original sale and/or any re-sale of any previously sold apartment shall be subject to the supervision and control of A. JOSEPH EICHER, TRUSTEE, the Developer;
3. Employees. To control the resident caretaker and his duties, as such, and all other employees of the Association.

B. Appointment

For so long as the Developer owns more than 85% of the total of twenty (20) apartments, the Developer shall reserve the right to appoint all of the members of the Board of Administrators of PELICAN POINT CONDOMINIUM ASSOCIATION, INC. and such members need not be residents of the condominium.

C. 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 Administrators 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 Administrators 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, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Administrators of the Association as long as the Developer holds for sale in the ordinary course of business any units in the condominium operated by the Association.

D. Notice

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member of the Board of Administrators of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose.

E. Assessments

Developer shall be excused from the payment of the share of the common expenses and assessments related to unsold units in exchange for assuming the obligation to pay any amount of common expenses incurred during such period not produced by the assessments from other unit owners.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 2nd day of April, 1979.

Signed, Sealed & Delivered
in the Presence of:

Carol A. Butler

A. Joseph Eichler (SEAL)
A. JOSEPH EICHER, TRUSTEE

Philip L. Brughman

A. Joseph Eichler (SEAL)
A. JOSEPH EICHER, INDIVIDUALLY

STATE OF FLORIDA

S

COUNTY OF LEE

I HEREBY CERTIFY that on this 2nd day of April, 1979, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared A. JOSEPH EICHER, as Trustee and individually, to me known to be the person described in and who executed the foregoing Declaration of Condominium and acknowledged before me that he executed same.

Carol A. Butler
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 12 1982
EDWARD DEAN GENERAL INS. UNDERWRITERS

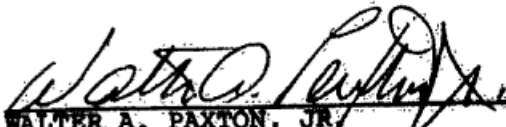
SURVEYOR'S CERTIFICATE

I, WALTER A. PAXTON, JR., certify as follows:

1. I am a registered land surveyor authorized to practice in the State of Florida.
2. This certificate is made as to PELICAN POINT CONDOMINIUM, a Condominium located at 4924 Viceroy St., Cape Coral, Lee County, Florida, and in compliance with Section 718.104(4)(e), Florida Statutes.
3. The construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

<u>Exhibit</u>	<u>Title</u>
A	Legal Description
B	Survey
C	Floor Plans

DATED this 30 day of MARCH, 1979.


 WALTER A. PAXTON, JR.
 Registered Land Surveyor
 State of Florida - No. 2654

(SEAL)



JOINDER OF MORTGAGEE

CAPE CORAL BANK & TRUST, Cape Coral, Florida, a banking institution organized under the laws of the State of Florida, called the Mortgagee, the owner and holder of a mortgage upon the following lands in Lee County, Florida:

Lots 23 thru 30 inclusive, Block 53, Unit 6, Part 3, CAPE CORAL, according to plat thereof recorded in Plat Book 11, Pages 70 thru 79 inclusive, Public Records of Lee County, Florida

which mortgage is dated June 12, 1978, and is recorded in Official Records Book 1279, Page 2173, of the Public Records of Lee County, Florida, consents in the making of the foregoing Declaration of Condominium.

Dated this 3rd day of April, 1979.

CAPE CORAL BANK & TRUST

(Corporate Seal)

By

David W. Gomer

Signed, sealed & delivered in the presence of:

James H. Cottrell
Marilyn K. Brughman

STATE OF FLORIDA

S

COUNTY OF LEE

BEFORE ME, personally appeared David W. Gomer to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of CAPE CORAL BANK & TRUST, Cape Coral, Florida, a banking institution organized under the laws of the State of Florida, and duly acknowledged to and before me that he executed such instrument as President of CAPE CORAL BANK & TRUST, and that the seal affixed to the foregoing instrument is the seal of the said banking institution, and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act of said banking institution.

WITNESS my hand and official seal the 3rd day of April, 1979.

Marilyn K. Brughman
Notary Public

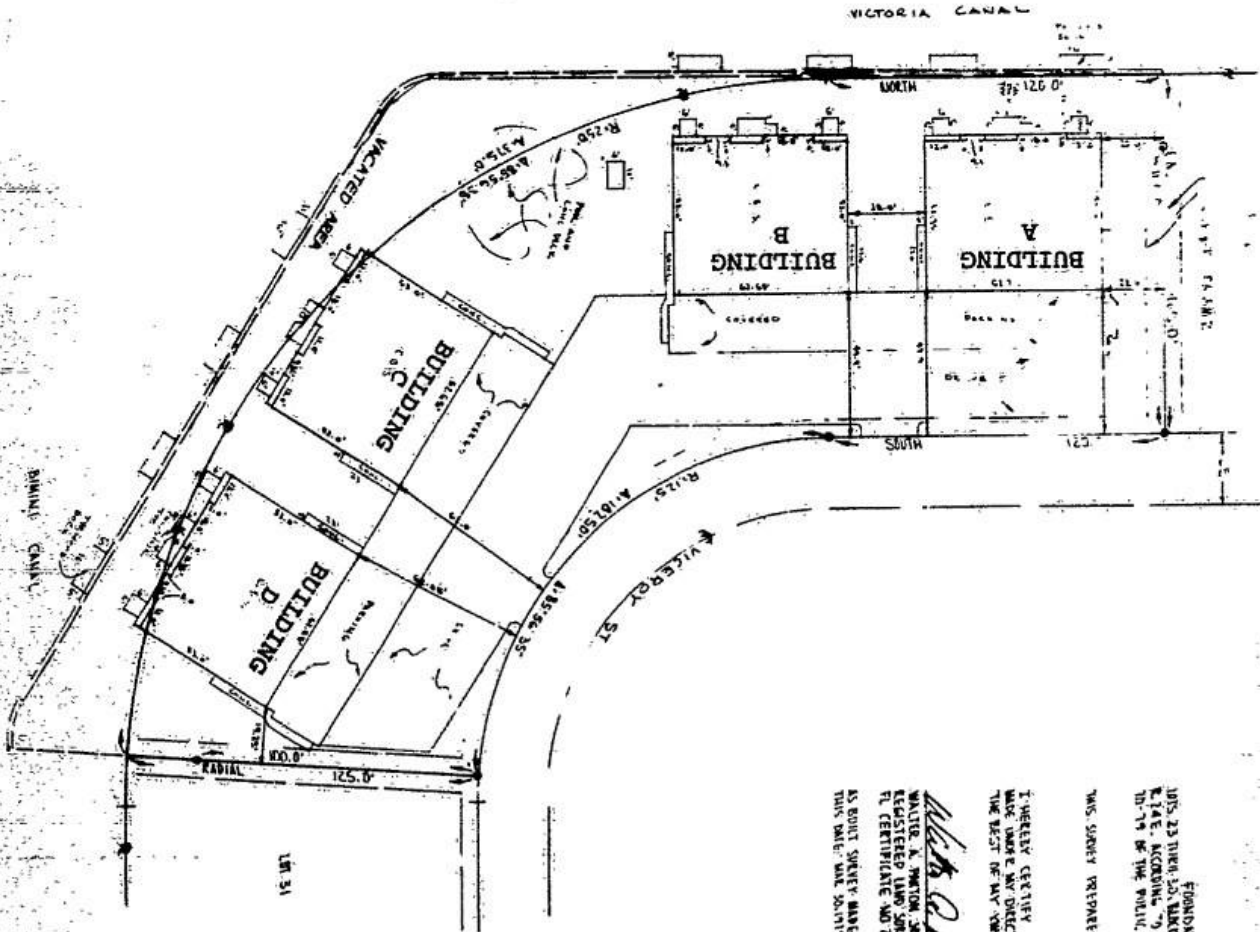
My Commission Expires:

LEGAL DESCRIPTION

Lots 23 thru 30 inclusive, Block 53, Unit 6,
Part 3, CAPE CORAL, according to plat thereof
recorded in Plat Book 11, Pages 70 thru 79
inclusive, Public Records of Lee County,
Florida.

SCALE: 1" = 20'

OFF. REC. 1340 PG 754



FOUNDATION SURVEY OF
LOTS 23 THRU 30, BLOCK 55, LONE OAK UNIT'S, P.L.S. SEC. 10, T.45S.,
R.14E. ACCORDING TO THE RECORDS OF THE PUBLIC RECORDS IN THE
70-79 OF THE PUBLIC RECORDS OF THE COUNTY OF FLORIDA

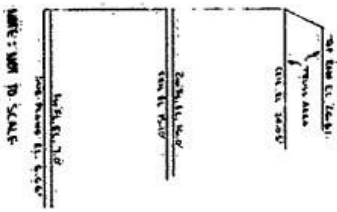
THIS SURVEY PREPARED FOR: MRS. MURKELL

THESEY CERTIFY THAT THE SURVEY EXTENDED HEREON,
MADE UNDER MY DIRECTION ON MAY 1, 1978, IS TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF

WALTER A. PATTON, JR.
REGISTERED LAND SURVEYOR
FL. CERTIFICATE NO. 1254
JUNE 10, 1978
AS BOUND SURVEY MADE AND PARTIAL CERTIFICATION EFFECTIVE
THIS DATE: MAY 20, 1978



Walter A. Patton, Jr.

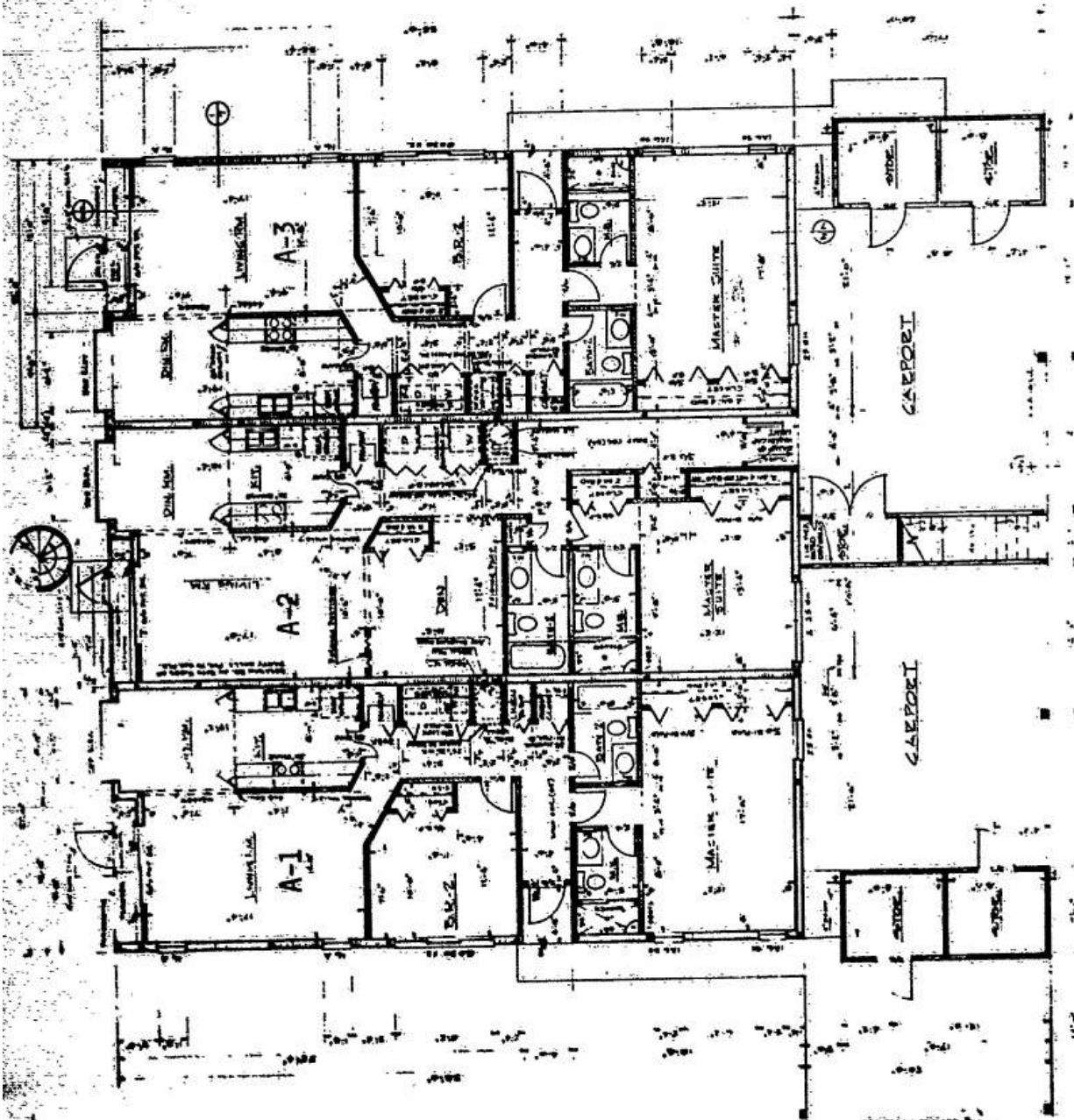


PELICAN POINT CONDOMINIUM

**PELICAN POINT CONDOMINIUM
BLOCK 53 - LOTS 23-30
VICEROY STREET**

*REVISED 4-28-76
S.W. ADDED TO KITCHENS

PELICAN POINT CONDO.			
DATE	BY	APP'D	DATE
4-28-76	W. J. B.	W. J. B.	4-28-76
ROLAND V. SMITH - ARCHITECT			
1115 E. 23rd, N. Miami Beach, Florida			
3-1013			



BLDG. A

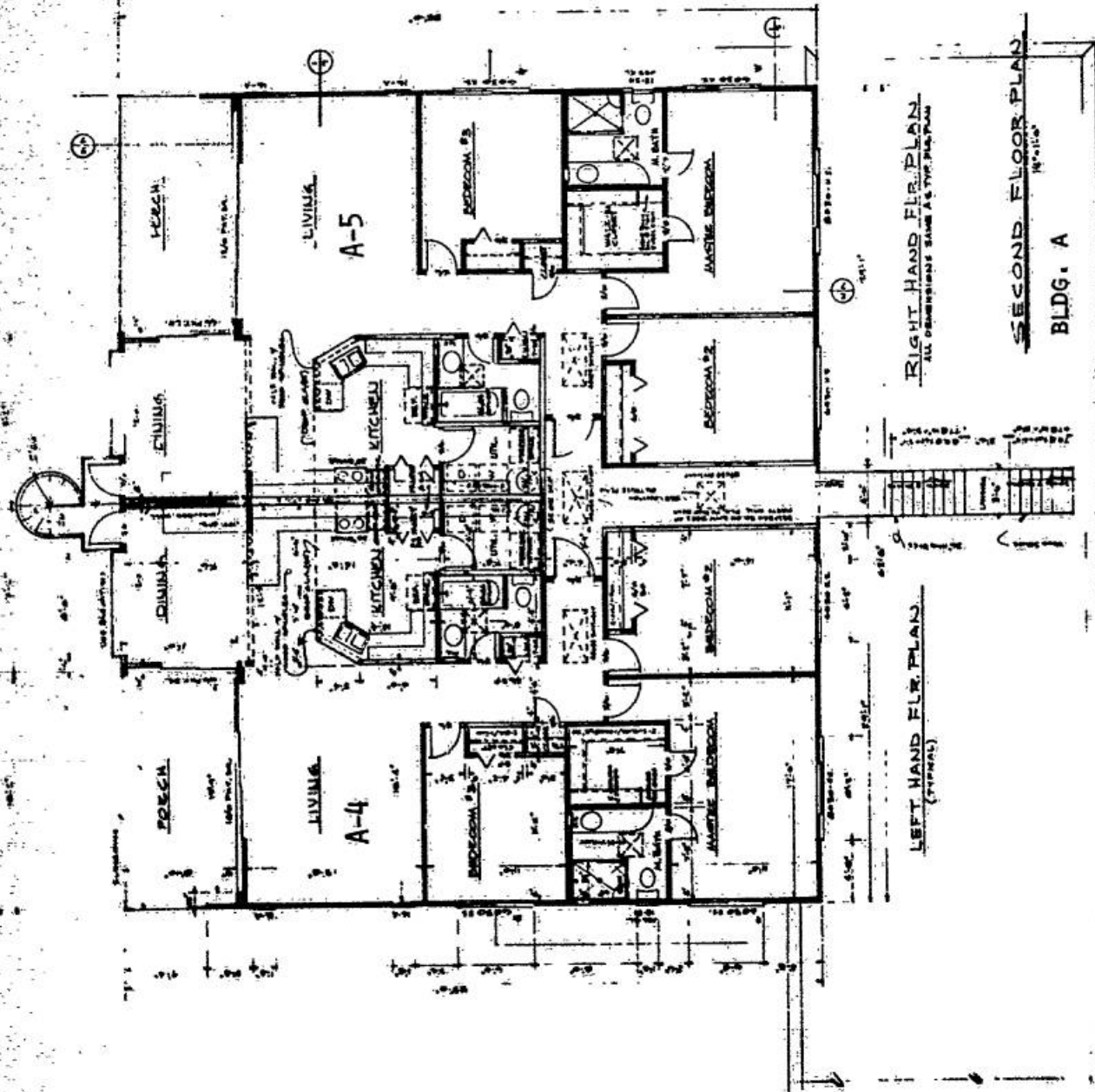
--- 1/4" = 1'-0" --- 1/8" = 1'-0" --- 1/16" = 1'-0"

**Bldg. A
Ground Floor**

PELICAN POINT CONDOMINIUM
BLOCK 53 - LOTS 23-30
VICEROY STREET

RE REVISED 4-18-76
WINDOWS IN M.S.S. 4-2-76

PELICAN POINT CONDO.	
CONTRACT NO.	100-100000
DATE	4-18-76
BY	W. J. V. STOUT
FOR	ALL S.S. 4-2-76



RIGHT HAND FLR. PLAN
ALL DIMENSIONS SAME AS THIS PLAN

LEFT HAND FLR. PLAN
(TYPICAL)

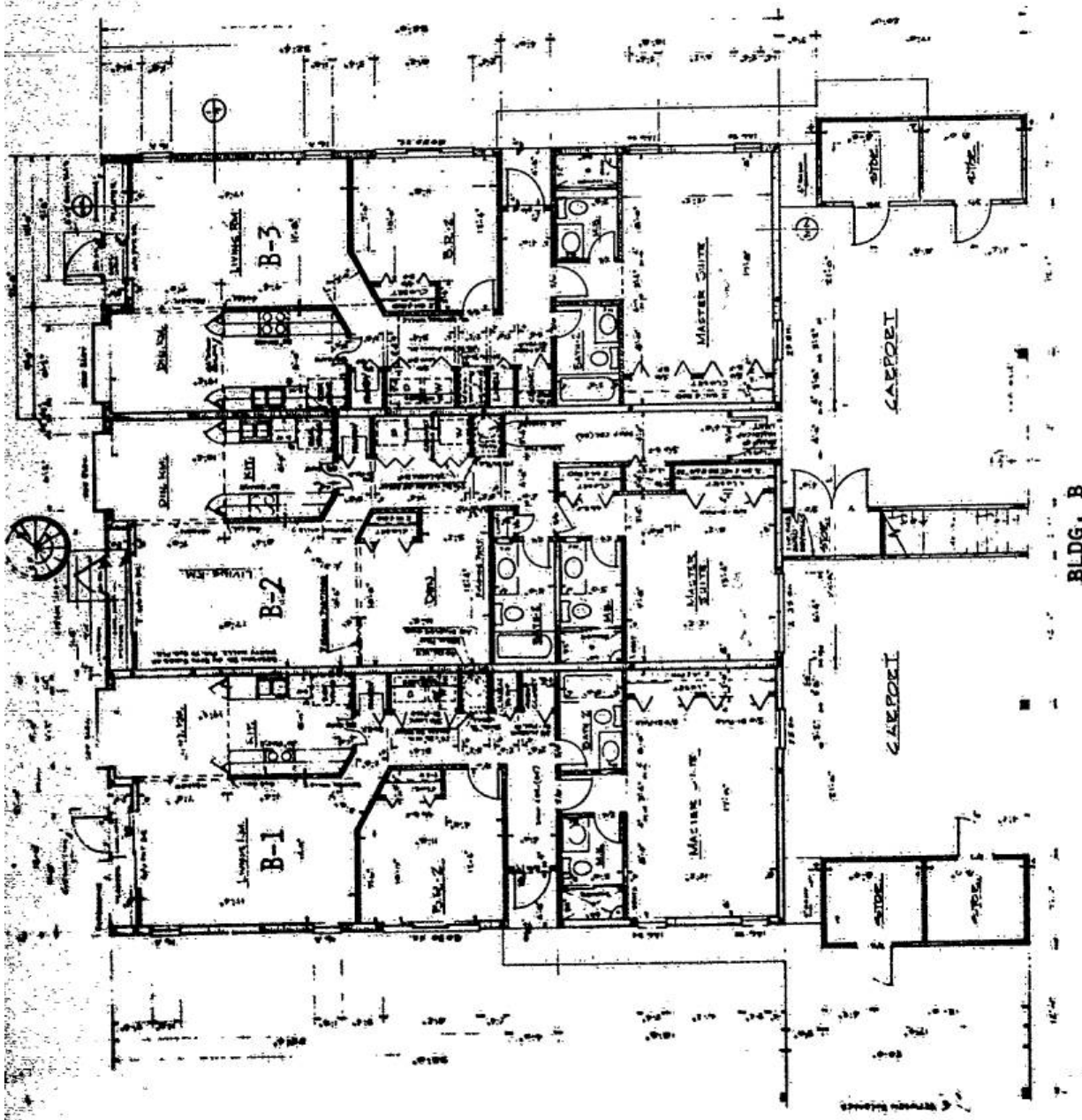
SECOND FLOOR PLAN
BLDG. A

Bldg. A
Second Floor

PELICAN POINT CONDOMINIUM
BLOCK 53 - LOTS 23-30
VICEROY STREET

* REVISED 4-28-78
 S.W. ADDED TO KITCHENS

PELICAN POINT CONDO.			
UNIT	OWNER	DATE	REMARKS
23-1	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-2	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-3	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-4	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-5	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-6	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-7	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-8	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-9	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-10	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-11	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-12	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-13	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-14	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-15	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-16	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-17	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-18	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-19	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-20	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-21	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-22	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-23	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-24	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-25	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-26	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-27	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-28	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-29	JOHN V. STANT	10-1-78	ADDED TO KITCHEN
23-30	JOHN V. STANT	10-1-78	ADDED TO KITCHEN



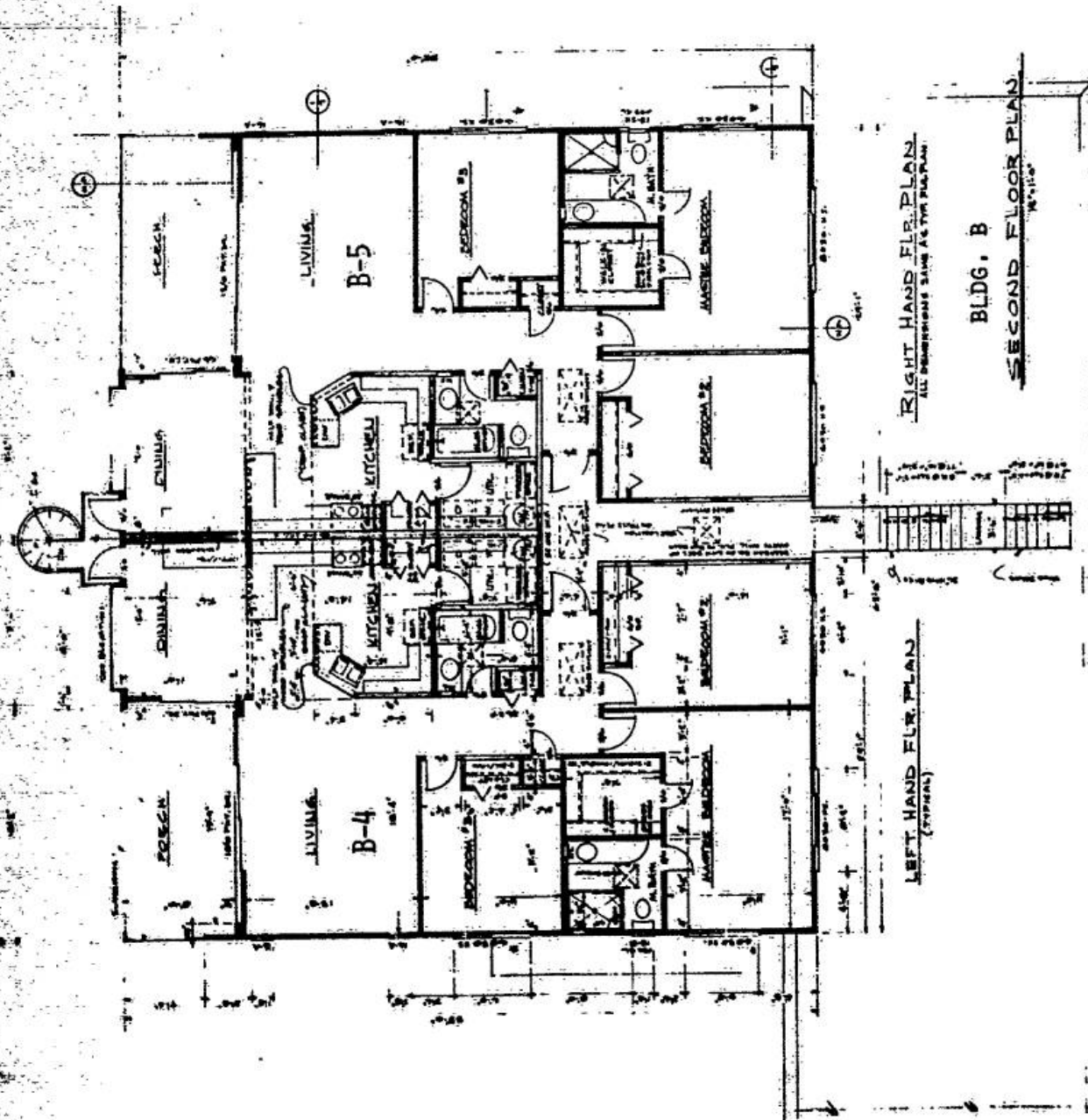
Bldg. B

Bldg. B
 Ground Floor

PELICAN POINT CONDOMINIUM
BLOCK 53 - LOTS 23-30
VICEROY STREET

REvised 4-18-76
WIDENED IN MARCH 1976

PELICAN POINT CONDO.	
DATE	4-18-76
BY	W. J. G. G. G.
FOR	W. J. G. G. G.
REVISION	WIDENED IN MARCH 1976



RIGHT HAND FLE PLAN
ALL DIMENSIONS SAME AS FIVE PLAN

BLDG. B

SECOND FLOOR PLAN

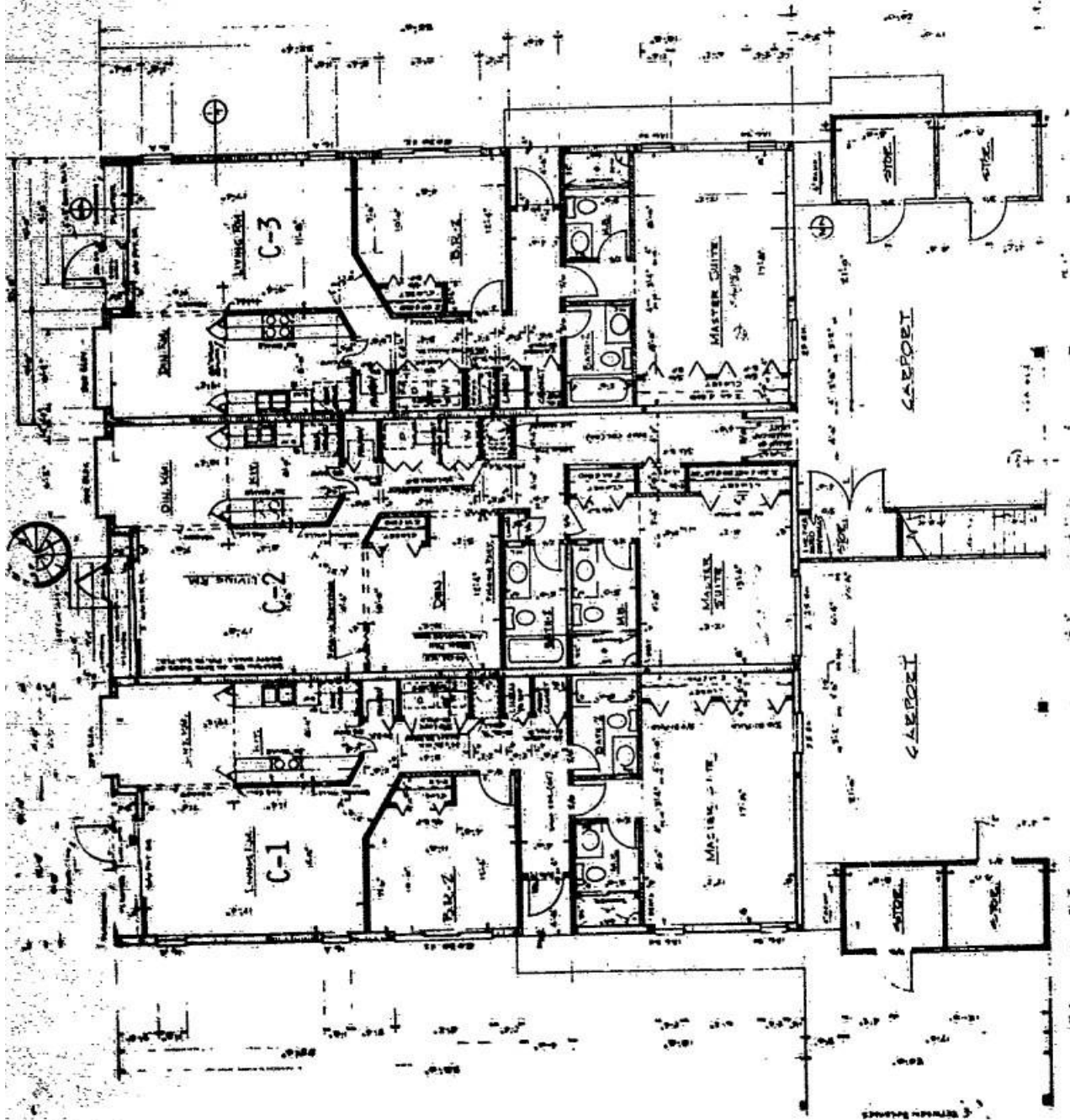
LEFT HAND FLE PLAN
(TYPICAL)

Bldg. B
Second Floor

PELICAN POINT CONDOMINIUM
BLOCK 53 - LOTS 23-30
VICEROY STREET

* REVISED 4-26-78
 D.W. Added to Kitchen

PELICAN POINT CONDO.			
UNIT	OWNER	DATE	REMARKS
101	W. J. B. B.	4-26-78	Added to Kitchen
102	W. J. B. B.	4-26-78	Added to Kitchen
103	W. J. B. B.	4-26-78	Added to Kitchen
104	W. J. B. B.	4-26-78	Added to Kitchen
105	W. J. B. B.	4-26-78	Added to Kitchen
106	W. J. B. B.	4-26-78	Added to Kitchen
107	W. J. B. B.	4-26-78	Added to Kitchen
108	W. J. B. B.	4-26-78	Added to Kitchen
109	W. J. B. B.	4-26-78	Added to Kitchen
110	W. J. B. B.	4-26-78	Added to Kitchen



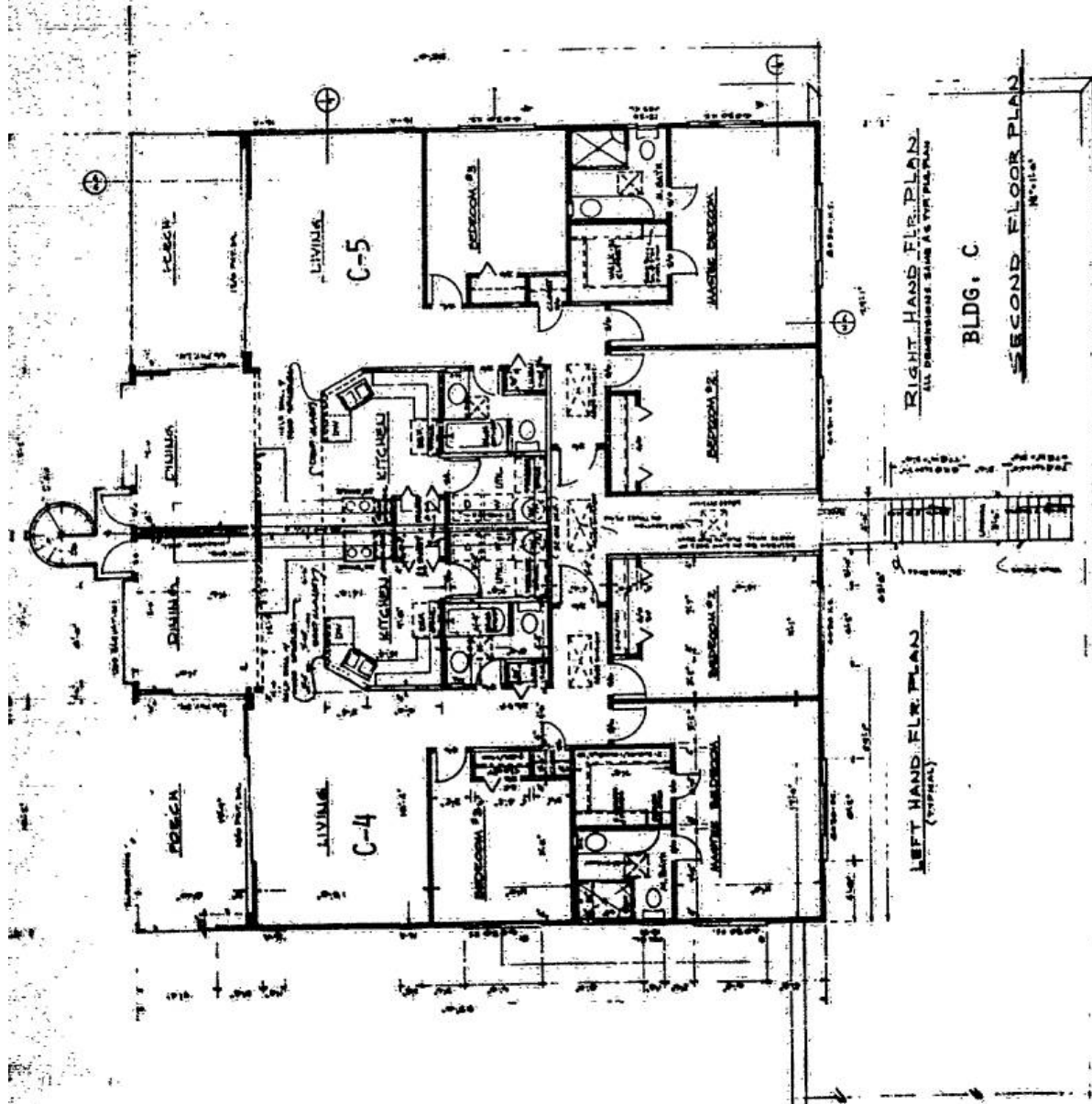
Bldg. C
Ground Floor

Bldg. C
Ground Floor

**PELICAN POINT CONDOMINIUM
BLOCK 53 - LOTS 23-30
VICEROY STREET**

REPLACES 4-18-76
WORKED IN JUNE 6-8-76

PELICAN POINT CONDO.	
NO. 1	NO. 2
NO. 3	NO. 4
NO. 5	NO. 6
NO. 7	NO. 8
NO. 9	NO. 10
NO. 11	NO. 12
NO. 13	NO. 14
NO. 15	NO. 16
NO. 17	NO. 18
NO. 19	NO. 20
NO. 21	NO. 22
NO. 23	NO. 24
NO. 25	NO. 26
NO. 27	NO. 28
NO. 29	NO. 30



RIGHT HAND FLOOR PLAN
ALL DIMENSIONS SHOWN AS PER PLAN

BLDG. C

SECOND FLOOR PLAN
N=114'

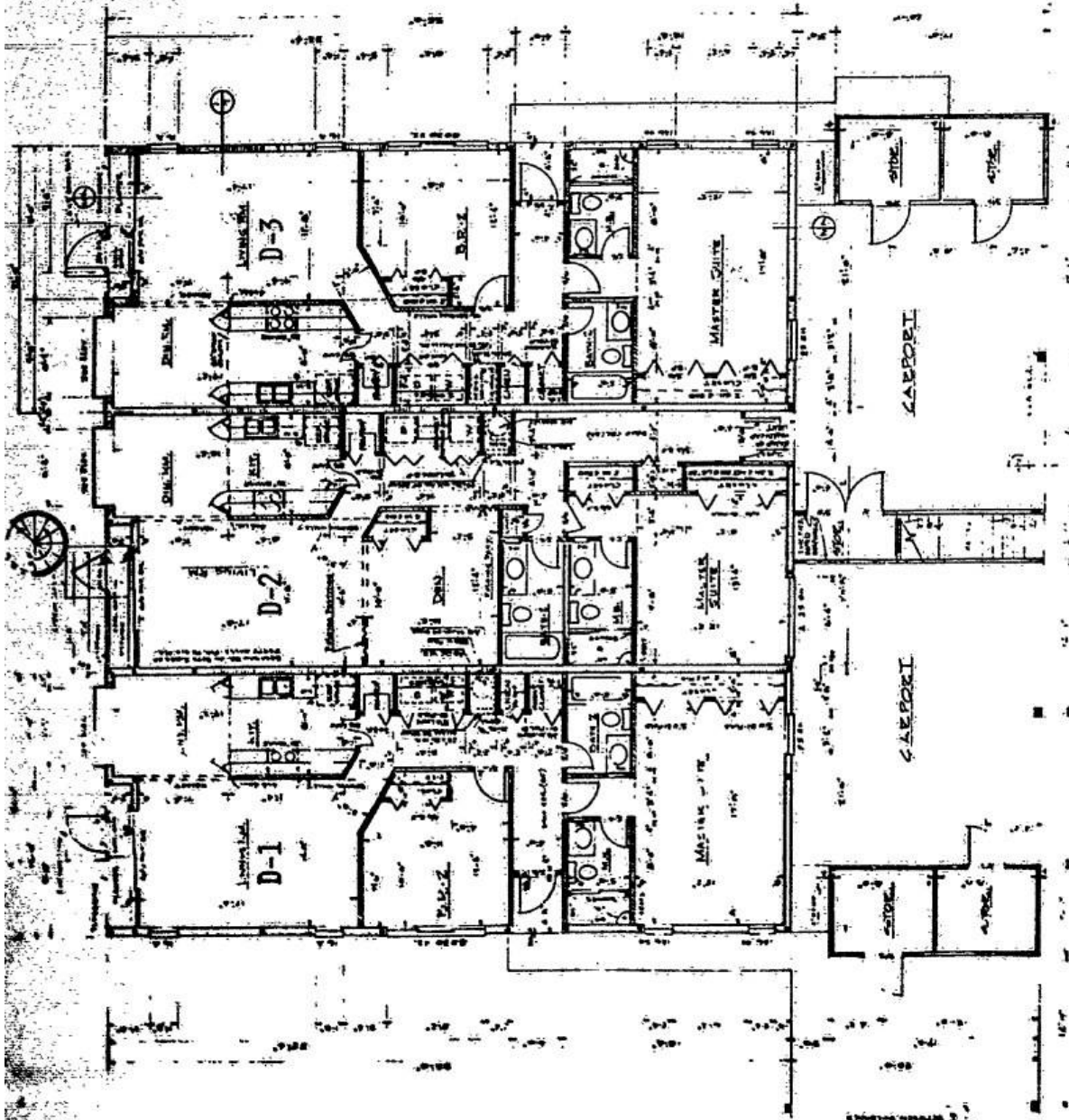
LEFT HAND FLOOR PLAN
(TYPICAL)

Bldg. C
Second Floor

PELICAN POINT CONDOMINIUM
BLOCK 53 - LOTS 23-30
VICEROY STREET

REVISED 4-28-78
S.W. Adams to N.Y.C. 100-100

PELICAN POINT CONDO.	
CITY OF NEW YORK	
PLANNING DEPT.	
FILE NO.	100-100
APPROVED BY	ROLAND V. SCHULTZ, ARCHITECT
DATE	10/23/78
SCALE	1/8" = 1'-0"



BLDG. D

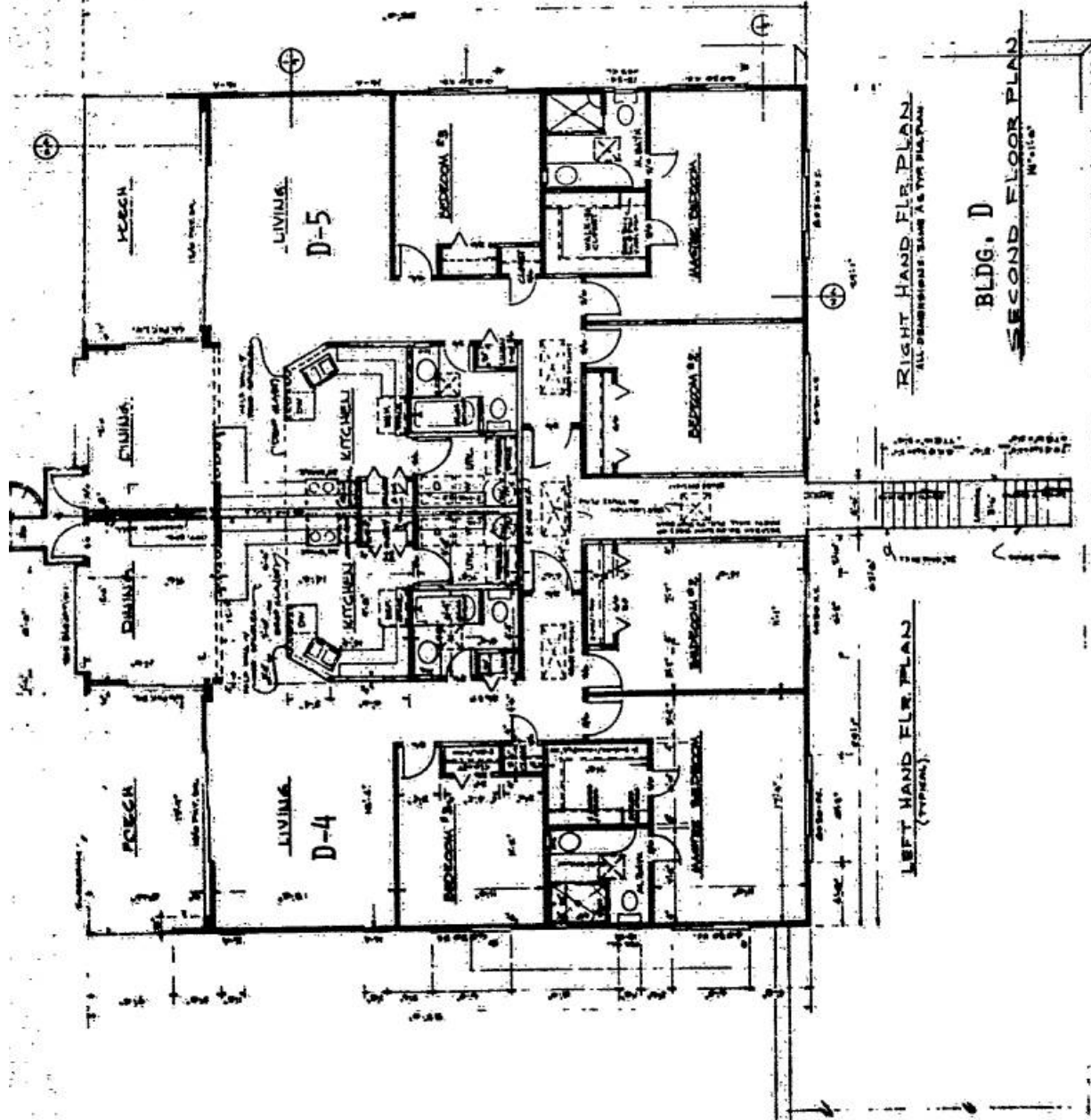
1/8" = 1'-0" EXCLUDED W/ 200' PLAN

Bldg. D
Ground Floor

PELICAN POINT CONDOMINIUM
BLOCK 53 - LOTS 23-30
VICEROY STREET

RE REVISED 4-26-76
 WINDOWS IN MASS. CASES

PELICAN POINT CONDO.	
DATE	4-26-76
BY	W. J. V. S.
FOR	W. J. V. S.
NO.	100
REV.	1



Bldg. D
Second Floor

SCHEDULE OF PERCENTAGE
OF OWNERSHIP BY EACH UNIT OF THE
COMMON ELEMENTS

The condominium shall contain twenty (20) living units located in four (4) - two-story buildings known as PELICAN POINT CONDOMINIUM. The ownership of the common elements is hereby allocated as follows:

<u>Apartment No.</u>	<u>Percentage of Ownership</u>
1-A	4.3%
2-A	4.2%
3-A	4.3%
4-A	6.1%
5-A	6.1%
1-B	4.3%
2-B	4.2%
3-B	4.3%
4-B	6.1%
5-B	6.1%
1-C	4.3%
2-C	4.2%
3-C	4.3%
4-C	6.1%
5-C	6.1%
1-D	4.3%
2-D	4.2%
3-D	4.3%
4-D	6.1%
5-D	6.1%
	<u>100%</u>

BYLAWS

OF

PELICAN POINT CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY:

These are the Bylaws of PELICAN POINT CONDOMINIUM ASSOCIATION, INC., an Association organized pursuant to Chapter 718, Florida Statutes, 1976, herein called the Condominium Act, for the purpose of administering a condominium located upon lands in Lee County, Florida, as described in the Declaration of Condominium on file in the Lee County Public Records.

II. OFFICE:

The office of the Association shall be at

III. MEMBERS' MEETINGS:

A. Annual. The annual members' meeting shall be held on the first Monday of December each and every year commencing in 1979, unless called earlier by the president of the Association, on 15 days' notice to members. If such date is a legal holiday, then the meeting shall be held on the next regular business day at the same hour. At each annual meeting, the members shall elect a Board of Administrators, adopt a budget for the next ensuing year, and transact any other business which may properly come before it. Such meeting may be held at the principal office of the Association or any any other such place as is stated in the notice of such annual meeting.

B. Special. Special meetings of the members may be called at any time by the president, or the vice-president, or by a majority of the Board of Administrators; it shall also be the duty of the president, vice-president, or board to call such a meeting when requested to do so in writing by a majority of the members. Such meetings shall be held at the principal office of the Association or at such other place as is stated in the notice of such special meeting.

C. Notice. Notice of the time and place of all meetings shall be mailed by certified mail by the secretary to each member not less than 15 days before the date of the special meeting or 30 days before the date of the annual meeting.

D. Voting. At every such meeting the owners of each apartment shall be entitled to cast one vote for each apartment owned. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the secretary and by him entered into the record of the minutes of the meeting. A proxy may be given only to another member of the Association; however, no one person shall be designated to hold more than five proxies for any purpose. Voting rights shall be as provided in the Declaration.

E. Quorum. A quorum for the transaction of business at any such meeting shall consist of a majority of the membership interests of the Association, but the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of Florida Law, the Declaration of Condominium, or by the Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

F. Voter's List. A complete list of the members entitled to vote at each meeting of the membership shall be furnished and certified by the secretary of the Association, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

G. Order of Business. The order of business at all meetings of unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of governing board.
- (f) Reports of committees.
- (g) Election of inspectors of election (when appropriate).
- (h) Election of members of governing board (when required).
- (i) Unfinished business.
- (j) New business.

IV. BOARD OF ADMINISTRATORS:

A. Number. The business and property of the Association shall be managed by a board of five (5) administrators.

B. Term. The administrators shall be elected by the members at the annual meeting of members. In the event of a vacancy on the Board of Administrators, the Board shall appoint a replacement until the next regular election.

C. Annual Meeting. The annual meeting of the administrators may be held at the same place as the members' meeting, and immediately after the adjournment of same.

D. Special Meetings. Special meetings of the administrators may be held at such time and place as the administrators may designate. Such meetings may be called by the president, or by the vice-president in the absence of the president, or by any two members of the Board.

E. Notice. Notice for any regular or special meeting, except as provided above, shall be given to each administrator by the secretary at least five (5) days prior to the time fixed for such meeting. Meetings shall be open to all unit owners, and notices of meetings shall be posted conspicuously at least 48 hours in advance for the attention of unit owners, except in an emergency.

F. Quorum. A quorum for the transaction of business at any regular or special meeting of the administrators shall consist of a majority of the members of the Board; but a majority of those present at any regular or special meeting shall have power to adjourn the meeting to a future time.

G. Elections. The administrators shall elect the officers of the Association at the administrators' meeting following each annual meeting of the members of the Association. All officers shall be elected by the administrators from their own members. An officer may be removed at any time by a 3/5 vote of the full Board of Administrators. An officer or administrator may be removed by a 2/3 vote of the members present at a special meeting of the members called for the purpose of considering such removal.

H. Compensation. Administrators or officers shall receive no compensation for their services in such capacity.

I. Budget. The Board of Administrators, by the first day of October of each year (beginning with the year 1979) shall prepare a proposed budget for the fiscal year beginning the following January, showing anticipated income and income and operating expenses (including reasonable reserves), a copy of which proposed budget shall be mailed to each member at least one month prior to such next ensuing annual meeting.

J. Seal. The Board shall adopt a seal for the Association.

K. Other. The administrators shall have whatever other powers and authority as are granted to them by the Declaration of Condominium and the Laws of Florida.

V. OFFICERS:

The officers of this Association shall be a president, a vice-president, second vice-president, a treasurer and a secretary, all of whom shall be elected by the Board of Administrators, and shall hold office until their successors are duly elected and qualified. One person may hold simultaneously two offices, except that the offices of president and secretary shall be held by different persons.

A. President. The president shall preside at all administrators' and members' meetings, and shall have general supervision over other officers. He shall execute all contracts, agreements, and obligations of the Association; except however, as such authority may be otherwise delegated by resolution of the Board of Administrators, and he shall perform all other duties as are incident to his office. In case of the absence or disability of the president, his duties shall be performed by the vice-president or if he is unable to act, by the second vice-president.

B. Secretary. The secretary shall issue notices of all administrators' and members' meetings, and shall attend and keep the minutes of the same; shall attend to the giving and serving of all notices to the members and administrators, and other notices required by law; shall have charge of all of the association's books, records and papers; shall be custodian of the seal; and shall perform all such other duties as are incident to his office.

C. Treasurer. The treasurer shall have custody of all money and securities of the corporation and shall give bond in such sum and with sureties as the administrators may require. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records, and other papers, to the administrators for their examination and approval as often as they may require; he shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association, in such depositories as may be designated by the Board of Administrators, and shall disburse the funds of the Association as ordered by the Board and shall perform all such other duties as are incident to his office.

VI. INSPECTION OF BOOKS AND ACCOUNTS:

The books, accounts and records of the Association shall be open to inspection by any member of the Board of Administrators or members of the Association at all reasonable times.

VII. MANAGEMENT, OPERATION AND MAINTENANCE:

A. Authority. The Board of Administrators shall maintain, operate and manage the condominium in accordance with the provisions of the Bylaws and the Declaration of Condominium; and in furtherance of such duty, the Board shall have the following authority:

1. Control. To exercise complete and exclusive control and management of the apartments and common areas located on the aforementioned real estate, including the ownership, use, occupancy and transfer of such apartment;

2. Insurance. To make payment of insurance premiums, repairs, management expenses and all other necessary or proper operating expenses of the condominium complex;

3. Assessment. To make and collect charges or assessments against each apartment for its pro-rata share of such operating expenses (including reasonable reserves); such charges or assessments to be paid by the members on a monthly basis;

4. Maintenance. To care for and preserve the improvements located on the aforementioned real estate (other than the interior of any apartment and the equipment therein, which are to be maintained by the individual apartment owner);

5. Supplies. To purchase any supplies, equipment or other property needed for such maintenance of the improvements located on the aforementioned real estate (excluding interiors of apartment);

6. Access. To enter any apartment when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation of the condominium property;

7. File Suit. To collect delinquent assessments by suit or otherwise; to abate nuisances, and to enjoin or seek damages for violation of these Bylaws, and the Declaration of Condominium;

8. Employ. To employ, if and when deemed desirable, a resident caretaker, who shall manage the condominium property on such terms and conditions as the Board of Administrators shall deem appropriate, and to delegate to such caretaker such powers as may be necessary in connection with the operation of the condominium complex; to employ janitors, maids, workmen, and gardeners and other persons needed for the proper operation of the condominium complex;

9. Other. To do any other act or thing necessary or proper to carry out the purposes of the Bylaws and Declaration of Condominium.

B. Expenditure Limit. Any assessment for betterments, alterations or improvements involving the expenditure of \$300.00 or less may be made by a majority vote of the full Board of Administrators alone; any such assessment for an expenditure more than \$300.00 shall first require the approval of 2/3 of the members.

VIII. ASSESSMENTS:

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 60 days past due shall bear interest at the rate of ten percent (10%) per annum 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 60 days after due notice of same, then the Board of Administrators 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 30 days, then the Board of Administrators shall, without further notice or demand, take such action as it deems necessary to collect the amount so due.

IX. FORECLOSURE:

It shall be the right and duty of the governing board to attempt to recover unpaid common charges, together with interest thereon, and expenses of the proceedings, including reasonable attorneys' fees, in an action brought against any unit owner in default on his obligation to pay the same, or by foreclosure of the lien on any condominium parcel in respect to which such default has occurred provided for by law. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the unit for the period beginning with the initial default and ending with satisfaction of amounts secured by such lien from the proceeds of the foreclosure sale. Any unpaid common expenses remaining uncollectible for more than 30 days after such foreclosure sale may be assessed by the governing board as common expenses to be collected from all unit owners including the purchaser who acquires title at the sale, his successors and assigns. The governing board, acting on behalf of all unit owners, shall have power to bid on and purchase any unit offered for sale at a foreclosure sale, and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of a suit to recover a money judgment.

X. USES OF UNITS, RULES AND REGULATIONS:

The use of units and the common elements shall be subject to restrictions set forth in rules and regulations to be promulgated and amended from time to time by the Board of

Administrators with the approval of a majority of the unit owners. Such restrictions shall include, without limitation, the following:

USE AND OCCUPANCY RESTRICTIONS

A. Each unit of the condominium property shall be used only for residential purposes, and as a single-family private dwelling for the unit owner or tenant and the members of his family and social guests and for no other purposes.

B. Unit owners shall not permit or suffer anything to be done or kept in their units which will increase the rate of insurance or the insurance premiums on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owners permit any nuisance or commotion, immoral or illegal act in or about the condominium property.

C. The use of the unit shall be consistent, and in compliance with, existing laws, the provisions of the Declaration and these rules and regulations.

D. Units may not be used for business use or for any commercial use whatsoever except they may be leased for residential purposes.

E. Common elements shall not be obstructed, littered or defaced or misused in any manner.

F. No structural changes or alterations shall be made in any apartment without prior approval of the Board of Administrators, 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. Usual household pets in the possession of the original owner at the time of purchase not to exceed one of a kind and weighing not more than 25 lbs., are permitted, subject to reasonable limitations as to their use, restraint and conduct as may be further promulgated by the Board of Administrators from time to time. Owners will be permitted to replace pets who have died or otherwise been disposed of. Tenants will not be permitted to have pets at any time without express approval of the Board of Administrators.

H. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside wall, or any common area of the premises, except as authorized, in writing, by a majority of the Board of Administrators.

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

J. No awning shall be installed on any window without the prior approval of the Board of Administrators. 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, other than radio and/or television antennae, shall first require the approval of the Board of Administrators. Repairs, screening and screening supports shall be at owner's expense, unless covered by Association insurance policy.

K. No baby carriages, velocipedes, bicycles or similar item shall be allowed to stand on the terraces, in the passageways or common areas of the condominium property.

L. No trash cans, supplies, milk bottles or other articles shall be placed on the sidewalks, staircase landings, stairs or other common area except where specifically designated. Nothing shall hang from the windows, or be placed upon the exterior window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.

M. No unit owner shall make or permit any disturbing noises in the building made by himself, his family, servants, employees, agents, visitors, etc., or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners.

N. No minor under the age of sixteen (16) years shall be allowed to remain as a permanent resident in the condominium without the prior written approval of the Board of Administrators. Visitors shall not allow children to play in public halls, or stairways, nor shall children under the age of sixteen (16) years be allowed in any of the common element areas unaccompanied by an adult.

O. House guests of unit owners may not maintain residence for a continuous period exceeding three (3) months and all such house guests shall be registered by the apartment owner with the Association.

P. Each unit owner and the occupants of a unit shall maintain in good condition and repair his unit and all interior surfaces within or surrounding said unit (such as the surfaces of the walls, ceilings, floors, etc.), whether or not part of the unit or common elements, and to maintain and repair the fixtures therein and pay for such utilities as are separately metered to his unit.

Q. After approval by the Association as elsewhere required, entire units may be rented provided the occupancy is only by the lessee, his family and guests, provided that all of the provisions of the Declaration and Bylaws of the Association, and the rules and regulations of the Association pertaining to the use and occupancy of the leased unit shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as are applicable to the owner of a unit; and the provisions herein contained shall constitute a covenant and agreement by such tenant occupying a unit to abide by the Rules and Regulations of the Association and the terms and Bylaws of the Association as they may exist from time to time. The Association is and will be designated as the agent of the owner of the unit for the purpose of and with the authority to terminate any lease covering the unit upon the violation by the tenant of the provisions herein contained.

R. Amendments. Copies of all such rules and regulations shall be furnished by the Board of Administrators to each unit owner prior to their effective date. The foregoing sections shall be the initial rules and regulations, which shall be effective until amended by the Board of Administrators with the approval of a majority of the unit owners.

XI. AMENDMENTS:

These Bylaws may be amended or supplemented by the vote of unit owners entitled to exercise sixty-seven percent (67%) or more of the total voting power of the Association at a meeting of unit owners duly called and held for such purpose.

XII. CONFLICTS:

These Bylaws are intended to comply with the requirements of, and are promulgated pursuant to Chapter 718 of the Florida Statutes. If these Bylaws or any provisions hereof are so construed as to be in conflict with the provisions of such statute, or of the Declaration to which they are attached, the provisions of such statute or of the Declaration, as the case may be, shall control.

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of PELICAN POINT CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 18, 1978, as shown by the records of this office.

The charter number for this corporation is 744294.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 20th day of September, 1978.



James M. [Signature]
SECRETARY OF STATE

ARTICLES OF INCORPORATION

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:

PELICAN POINT CONDOMINIUM ASSOCIATION, INC.

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 the Pelican Point Condominium, located at Cape Coral, Florida, 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 names and residences of the subscribers to these Articles of Incorporation are as follows:

- | | |
|-----------------------|---|
| (1) JOHN MITCHELL | 1411 Cape Coral Parkway
Cape Coral, FL 33904 |
| (2) A. JOSEPH EICHER | 1961 S.E. 36th St.
Cape Coral, FL 33904 |
| (3) MADELINE MITCHELL | 1411 Cape Coral Parkway
Cape Coral, FL 33904 |

ARTICLE VI

Section 1. The affairs of the corporation shall be managed and governed by a Board of Administrators composed of not less than five (5) nor more than the number specified in the bylaws. The administrators, subsequent to the first Board of Administrators, 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 administrators and for filling vacancies shall be established by the bylaws.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

President
Vice President
Second Vice President
Secretary
Treasurer

(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 names 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:

JOHN MITCHELL	President
A. JOSEPH EICHER	Vice President
MARILYN K. BAUGHMAN	Second Vice President
VIRGINIA EICHER	Secretary
MADELINE MITCHELL	Treasurer

ARTICLE VIII

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

(1) JOHN MITCHELL	1411 Cape Coral Pkwy. Cape Coral, FL 33904
(2) A. JOSEPH EICHER	1961 S.E. 36th St. Cape Coral, FL 33904
(3) MARILYN K. BAUGHMAN	5310 Cocoa Ct. Cape Coral, FL 33904
(4) VIRGINIA EICHER	1961 S.E. 36th St. Cape Coral, FL 33904
(5) MADELINE MITCHELL	1411 Cape Coral Pkwy. Cape Coral, FL 33904

ARTICLE IX

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

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 three administrators 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 Administrators 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 street address of the initial registered office of this corporation is 1612 Cape Coral Parkway, Suite 204, Cape Coral, Florida 33904, and the name of the initial registered agent of this corporation at that address is JAMES L. COTTRELL.

IN WITNESS WHEREOF, the subscribers hereto have hereunto set their hands and seals this 8th day of September, 1978.

Signed, sealed and delivered
in the presence of

Marjorie K. Baughman
Betty J. Krieb

John Mitchell (SEAL)
JOHN MITCHELL

A. Joseph Eicher (SEAL)
A. JOSEPH EICHER

Madeline A. Mitchell (SEAL)
MADELINE MITCHELL

STATE OF FLORIDA)
COUNTY OF LEE) SS.

BEFORE ME, the undersigned authority, personally appeared JOHN MITCHELL, A. JOSEPH EICHER and MADELINE MITCHELL, who after being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of PELICAN POINT CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal, at the state and county aforesaid, this 8th day of September, 1978.

Betty J. Krieb
Notary Public

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted, in compliance, with said Act:

First-- that PELICAN POINT CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with the location of its condominium, as indicated in the Articles of Incorporation at City of Cape Coral, County of Lee, State of Florida, has named JAMES L. COTTRELL, located at Suite 204, Cape Coral Bank & Trust Building, 1612 Cape Coral Parkway, City of Cape Coral, County of Lee, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENTS:

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 provisions of said Act relative to keeping open said office.

By James L. Cottrell
Registered Agent

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORD VENDOR

APR 4 3 44 PM '79

CLERK OF COURT
LEE COUNTY, FLORIDA

42.00

FOR CLERK'S USE ONLY

4000011

CERTIFICATE OF RECORDATION

RULES AND REGULATIONS
PELICAN POINT CONDOMINIUM ASSOCIATION, INC.

At a special meeting of the members of Pelican Point Condominium Association, Inc. on the 12th day of June, 1996, various amendments to the Declaration of Condominium, the By-Laws and Rules and Regulations were duly adopted. The original Declaration of Condominium for Pelican Point Condominium was recorded at O.R. Book 1340, Page 735 of the Public Records of Lee County, Florida.

Attached hereto as Exhibit "A" are the amendments to the Declaration of Condominium and the By-Laws.

Attached hereto as Exhibit "B" are the Rules and Regulations consisting of four (4) pages. Future amendments to the Rules and Regulations need not (but may) be recorded in the Public Records.

IN WITNESS WHEREOF, I have affixed my hand and seal this 9th day of June, 1996, at Lee County, Florida.

WITNESSES:

PELICAN POINT CONDOMINIUM
ASSOCIATION, INC.

Elizabeth Stuart
Signature
ELIZABETH SUART
Printed Name
Elaine Fitzgerald
Signature
ELAINE FITZGERALD
Printed Name

By: James McTeague
James McTeague, President

OR2726 PG3996

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: LEE WHEAT, D.C.

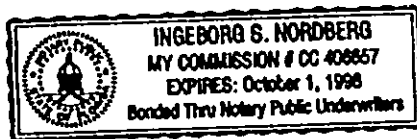
FOR CLERK'S USE ONLY



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STATE OF FLORIDA :
: ss
COUNTY OF LEE :

The foregoing instrument was acknowledged before me this 26th day of June, 1996, by James McTeague, as President of Pelican Point Condominium Association, Inc., who is personally known to me, or produced known to me as identification, and did not take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known by me.



Ingeborg S. Nordberg
Notary Public

INGEBORG S. NORDBERG
Printed Name of Notary

My Commission Expires: 10/1/98

AMENDMENTS TO
DECLARATION OF CONDOMINIUM
PELICAN POINT CONDOMINIUM

BY-LAWS
PELICAN POINT CONDOMINIUM ASSOCIATION, INC.

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

Amendment No. 1 - Article X, Declaration of Condominium

X. 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:

(Sections A through B Unchanged)

C. Pets.

~~Usual household pets in the possession of the original owner at the time of purchase, not to exceed one of a kind and weighing not more than 25 lbs., are permitted, subject to reasonable limitations as to their use, restraint and conduct as may be further promulgated by the Board of Administrators from time to time. Owners will be permitted to replace pets who have died or otherwise been disposed of. Tenants will not be permitted to have pets at any time without express approval of the Board of Administrators. No pets of any kind are permitted for Lessees. Original owners' existing pets are permitted.~~

D. Children.

~~No minor under the age of sixteen (16) years shall be allowed to remain as a permanent resident in the condominium without the prior written approval of the Board of Administrators. Visitors shall not allow children to play in public halls, or stairways, nor shall children under the age of sixteen (16) years be allowed in any of the common element areas unaccompanied by an adult. Children may become a source of annoyance to adults, particularly young children. For this reason, the activities and behavior of all children when entering upon the condominium property shall be regulated by an adult including physical supervision where necessary. The Board of Directors or their designated representative shall at all times have the authority to reasonably require the owner, lessee, guest or other adult who is responsible for a~~

particular child to remove him/her from any common areas if the child's conduct is such that they believe this is necessary.

(Sections E through H Unchanged)

I. Leasing.

~~By use of an approved lease, the entire apartments may be rented provided the occupancy is only by the lessee and his family, their servants and guests and as specified on the rental application. 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 three (3) months.~~

Amendment No. 2 - Article X, By-Laws

X. USES OF UNITS; RULES AND REGULATIONS.

The use of units and the common elements shall be subject to restrictions set forth in rules and regulations to be promulgated and amended from time to time by the Board of Administrators with the approval of a majority of the unit owners. Such restrictions shall include, without limitation, the following.

(Sections A through F Unchanged)

~~G. Usual household pets in the possession of the original owner at the time of purchase not to exceed one of a kind and weighing not more than 25 lbs., are permitted, subject to reasonable limitations as to their use, restraint and conduct as may be further promulgated by the Board of Administrators from time to time. Owners will be permitted to replace pets who have died or otherwise been disposed of. Tenants will not be permitted to have pets at any time without express approval of the Board of Administrators. No pets of any kind are permitted for Lessees. Original owners' existing pets are permitted.~~

(Sections H through M Unchanged)

~~N. No minor under the age of sixteen (16) years shall be allowed to remain as a permanent resident in the condominium without the prior written approval of the Board of Administrators. Visitors shall not allow children to play in public halls, or stairways, nor shall children under the age of sixteen (16) years be allowed in any of the common element areas unaccompanied by an adult. Children may become a source of annoyance to adults, particularly young children. For this reason, the activities and behavior of all children when entering upon the condominium property shall be regulated by an adult including physical supervision where necessary. The Board of Directors or their~~

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

(Remainder of Article X Unchanged)

0R2726 PG4000



Coral Property

Management Group

a division of Coral Realty of Lee, Inc.

RULES AND REGULATIONS

OWNERS, TENANTS & GUESTS

ON WATER

Rentals:

Annual

Seasonal

Condominiums

Single-Family

Multi-Family

Commercial

Industrial

Dated: June 12, 1996

Name of Condominium Pelician Point Condominium

Address: 4924 Viceroy Street, Cape Coral, Florida 33904

1. Entire apartments may be rented provided the occupancy is only by the Lessees and as specified on rental application) and NOT LESS than three (3) months.
2. Owner of the unit must provide the Lessee with a copy of all Condominium Documents and Rules and Regulations.
3. Applicants must make themselves available for a personal interview with the Board of Directors if so requested.
4. Use of this unit is for single family residence only as specified in application. Commercial activities are prohibited.
5. Only one (1) assigned parking space is available per unit in the parking area. No commercial vehicles, trucks, boats, trailers, motor homes, campers, recreational vehicles, motorcycles, mopeds, etc. are permitted to park on the premises overnight. No bicycles shall be allowed to stand on common areas.
6. Use of the recreational facilities will be in such manner as to respect the rights of other unit owners.
7. Service items shall be reported to Lessee's landlord first, then they will notify the proper people for service.
8. No radio, television antenna or any wiring for any purpose may be installed on the exterior of the building without the written consent of the Association.

Exhibit "B"

Page 1 of 4

082726 P64001

Page 2.
RULES AND REGULATIONS
OWNERS, TENANTS & GUESTS
ON WATER

9. Caution should be used when using appliance cart on stairs to avoid causing damage to carpet.
10. No sign, advertisement, notice or other lettering shall be exhibited, painted or affixed by any unit owner on any part of the condominium property visible from the exterior or common areas without the prior written consent of the Association. Real estate signs may be displayed, however, only one (1) sign per real estate office.
11. No clotheslines will be erected outside any units. No unit owner shall discard or permit any items to fall from the windows.
12. No waterbeds or fish tanks are allowed unless insurance to cover personal injury and property damage has been taken out naming the Condominium Association as the loss payee.
13. No pets of any kind are permitted for Lessees. Original owners' existing pets are permitted.
14. All common areas will be used for their intended purpose and no article belonging to unit owners shall be kept there and such areas shall be kept free of obstruction.
15. Disposition of trash and garbage shall be only by use of garbage disposal units or by use of receptacles approved by the Board of Directors.
16. No owner may make or permit any disturbing noises, improper, immoral or offensive use of the premises whether made by himself/herself, his family, friends, servants or lessees, nor may they do or permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of other owners. No owner may play or allow to be played any musical instruments, phonograph, radio or television set in his/her unit between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the condominium.
17. Children may become a source of annoyance to adults, particularly young children. For this reason, the activities and behavior of all children when upon the condominium property shall be regulated by an adult including physical supervision where necessary. The Board of Directors or their designated representative shall at all times have the authority to reasonably require the owner, lessee, guest or other adult who is responsible for a particular child to remove him/her from any common areas if the child's conduct is such that they believe this is necessary.

Page 3.
RULES AND REGULATIONS
OWNERS, TENANTS & GUESTS
ON WATER

18. Each condominium owner shall be responsible for the actions of himself/herself, his/her family, his/her guest, or any one to whom he/she leases his/her apartment.
19. Nothing shall be hung from the windows or balconies or placed upon the window sills. Neither shall any rag or mop be shaken out from any of the windows or doors.
20. No awning or other projections shall be attached to the outside walls or roof of the building.
21. Balconies and sun decks may not be constructed without the permission of the Condominium Association.
22. Boat docks will be assigned by the Board of Directors.
23. Pool
- a. Swimming shall not be permitted in the pool after 10:00 PM.
 - b. Prior to entering the pool, if applicable, remove cover (wind slowly) and recover when finished.
 - c. All persons using pool do so at your own risk. Owners and Management Company are not responsible for accidents or injuries. No children under the age of 12 to be left unsupervised in pool area.
 - d. Pool is for the private use of owners, tenants and guests only.
 - e. No dogs or cats allowed in or around the pool.
 - f. No glass items for drinks or food may be used.
 - g. No inflatable items other than life saving devices may be used in the pool.
 - h. If sun tan lotion was used, you must shower before entering the pool.
 - i. After using pool, slippers and towels must be used when returning to the building.
 - j. Bathing caps are required for long hair.
 - k. The Board of Directors or the Management Company reserves the right to deny use of pool to anyone at any time.
24. These Rules and Regulations shall apply equally to owners, their families, guests and Lessees.
25. A copy of these Rules and Regulations shall be posted in each condominium unit. Each unit owner shall provide a copy of these Rules and Regulations to his/her tenants or rental broker or sales agent. If you do not have a copy of these Rules and Regulations at the time of sale or lease, they can be acquired through the Management Company.

0R2726 P64003

96 JUL 18 AM 10:37

Page 4.
RULES AND REGULATIONS
OWNERS, TENANTS & GUESTS
ON WATER

The Rules and Regulations are made part of a Rental Application or Transfer of Ownership form which needs to be read, signed and returned for the applicable application. OCCUPANCY prior to BOARD APPROVAL is prohibited and subject to litigation.

We the undersigned hereby state we have received and read the Rules and Regulations of this Association and agree to abide by all restrictions contained herein.

IN WITNESS HEREOF: the parties hereto have affixed or caused to be affixed their respective signatures this _____ day of _____ 19 ____.

WITNESS

SIGNATURE OF TENANT/PURCHASER

PRINT NAME HERE

WITNESS

SIGNATURE OF TENANT/PURCHASER

PRINT NAME HERE

0R2726 P64004

1050R

4629810

OR3115 PG2541

RECORDED BY
BETTY CRUZ, D.C.

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM PELICAN POINT CONDOMINIUM

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of Pelican Point Condominium was duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 24th day of March, 1999. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 1340, Pages 735, et seq., of the Public Records of Lee County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Article X, Declaration of Condominium

X. 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:

(Sections A through C Unchanged)

D. Children/Age Restrictions/Provision of Housing for Older Persons.

~~No minor under the age of sixteen (16) years shall be allowed to remain as a permanent resident in the condominium without prior written approval of the Board of Administration. Visitors shall not allow children to play in public halls, or stairways, nor shall children under the age of sixteen (16) years be allowed in any of the common element areas unaccompanied by an adult. In accordance with the Fair Housing Amendments Act of 1988, as amended by the Housing for Older Persons Act of 1995 at least one person fifty-five (55) years of age or older must be the permanent occupant of each unit while any other person occupies said unit. Any additional permanent occupant of the unit, who is under the age of fifty-five (55) and age eighteen (18) or older may occupy and reside in the unit as long as one of the permanent occupants is age fifty-five (55) or older. Guests under the age of eighteen (18) shall be allowed~~

LAW OFFICES

BECKER & POLIAKOFF, P.A. • THE COLONNADES • 13515 BELL TOWER DRIVE, SUITE 101 • FORT MYERS, FL 33907
TELEPHONE (941) 433-7707 • TOLL FREE (800) 462-7780 • FAX (941) 433-5933

to occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year and only then, if the permanent occupant is in residence. This Section does not affect whatever rental rights a unit owner may have, as provided elsewhere in the Condominium Documents. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exception shall be limited to a surviving co-habitant or heir of a member and shall not be permitted in situations where the granting of a hardship exception will result in violating applicable fair housing law standards. It is the intent of this provision that the community comply with the Fair Housing Amendments Act of 1988, as amended by the Housing for Older Persons Act of 1995 as the same may be amended from time to time and comparable laws adopted by the State of Florida. The Board of Directors shall establish policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the required percentages of occupancy by persons over age fifty-five (55).

WITNESSES:
(TWO)

Mona Albor

Signature

MONA ALBOR

Printed Name

June Gahn

Signature

JUNE GAHN

Printed Name

PELICAN POINT CONDOMINIUM
ASSOCIATION, INC.

BY: John Silva

John Silva, President

Date: 4/9/99

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 9th day of April, 1999 by John Silva as President of Pelican Point Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Alice Haycook

Notary Public

Alice Haycook

Printed Name

My commission expires:



ALICE HAYCOOK

COMMISSION # CC 710528

EXPIRES FEB 28, 2002

BONDED THRU
ATLANTIC BONDING CO., INC.

LAW OFFICES

BECKER & POLIAKOFF, P.A. • THE COLONNADES • 13515 BELL TOWER DRIVE, SUITE 101 • FORT MYERS, FL 33907
TELEPHONE (941) 433-7707 • TOLL FREE (800) 462-7780 • FAX (941) 433-5933

0R3115 P62545

CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 MAY 10 PM 3:39

INSTR # 5099036

OR BK 03387 PG 4367

CERTIFICATE OF AMENDMENT

RECORDED 04/04/01 08:59 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY

DECLARATION OF CONDOMINIUM
PELICAN POINT CONDOMINIUM ASSOCIATION
RECORDING FEE 10.50
DEPUTY CLERK P Johnston

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of Pelican Point Condominium was duly adopted by the Association membership at the duly notice to owners of the Association on the 1st of March, 2001. Said Declaration of Condominium is recorded at O.R. Book 1340, 735, et seq., of the public Records of Lee County, Florida.

Additions indicated by underlining
Deletions indicated by striking through.

ARTICLE VI. (A-1(a)) MAINTENANCE, ALTERATION AND IMPROVEMENTS

A 1.(a) Support: All portions of an apartment, except interior surfaces 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, doors, all air conditioning compressors.

ARTICLE VI. 2(a) By the Apartment Owner:

Shall now read:

"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 unit in the apartments; All maintenance replacement on air conditioning compressors shall be the responsibility of the owners. this would include other equipment associated with air conditioning compressors such as air handlers or equipment for moving the air in the ducts of the apartment."

ARTICLE VII. ASSESSMENTS B. Due.

~~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 60 days past due shall bear interest at the rate of ten percent (10%) per annum 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 60 days after due notice of same, then the Board of Administrators 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 30 days, then the Board of Administrators shall, without further notice or demand, take such action as it deems necessary to collect the amount so due.~~

All assessments, including maintenance fees which are due on the first day of the month and paid quarterly, commencing January 1 of each year shall now include interest on late payments as follows:

1-14 days - no penalty
15-30 days - 5% per month
31 days to date payment received, 10% per month, 60 days legal action will be taken to recover the amount outstanding plus interest, legal fees and all other costs incurred.

WITNESSES:
 (TWO)

Signature

Printed Name

Signature

Printed Name

STATE OF FLORIDA)

) SS:

COUNTY OF LEE)

PELICAN POINT CONDOMINIUM
 ASSOCIATION, INC.

BY:

Ron Clausen, President

Date:

3/27/01

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2001 by Ron Clausen as President of Pelican Point Condominium Association, Inc., a Florida Corporation, on behalf of the corporation.

Notary Public

Printed Name

My commission expires: July 15, 2003.



Paola B Zunino

My Commission CC855287

Expires July 15 2003

PREPARED BY: AUGUST ZUNINO
 CENTURY 21 SUNBELT REALTY, INC.
 506 SW 47TH TERRACE
 CAPE CORAL, FLORIDA 33914

INSTR # 5128252
OR BK 03408 PG 2967

RECORDED 05/07/01 04:08 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 6.00
DEPUTY CLERK S Cohowcz

A M E N D M E N T

PELICAN POINT CONDOMINIUM ASSOCIATION
CONDOMINIUM DECLARATION

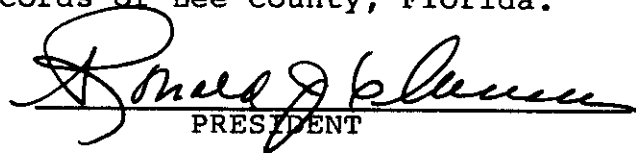
I HERBY CERTIFY that the following amendment to the Declaration of Condominiums of Pelican Point Condominiums was duly adopted by the Association membership at the duly sent notice to owners of the Association on the 1st of March, 2001. Said Declaration of Condominiums is recorded at O.R. Book 1340, 735, et seq., of the public Records of Lee County, Florida.

Additions indicated by underlining
Deletions indicated by striking through.

ARTICLE VI. (A-1.(a) MAINTENANCE, ALTERATION AND IMPROVEMENTS

A 1.(a) Support: All portions of an apartment, except interior surfaces 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, doors, ~~all air conditioning compressors~~.

Lots 23 thru 30 inclusive, Block 53, Unit 6, Part 3, CAPE CORAL, according to plat thereof recorded in Plat Book 11, Pages 70 thru 79 inclusive, Public Records of Lee County, Florida.


PRESIDENT

Known to me and no oath given and SWORN to and subscribed before me this 1st day of May 2001.

BY: Paola B Zunino

My Commission Expires:



Paola B Zunino
My Commission CC855287
Expires July 15 2003

CERTIFICATE OF AMENDMENT

CONDOMINIUM DECLARATION

PELICAN POINT CONDOMINIUM

I HEREBY CERTIFY that the following amendment to the Condominium Declaration of Pelican Point Condominium was duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 27th day of July, 2006. Said amendment was approved by a proper percentage of voting interests of the Association. The Condominium Declaration is recorded at O.R. Book 1340, Pages 735, et seq., of the Public Records of Lee County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Amendment No. 1: Article X, Section M., Condominium Declaration (NEW)

X. 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:

(Sections A through L Remain Unchanged)

M. Maximum Number of Units Owned

No natural person, or artificial entity (including, but not limited to, corporations, limited liability companies, partnerships, or trusts), or any officer, director, member, shareholder, general partner, limited partner, beneficiary, trustee, or principal thereof, may hold a legal, equitable or contractual interest in more than two (2) units within the Condominium at the same time. Neither shall any artificial entity which has officers, directors, shareholders, members, beneficiaries, trustees, etc., in common with any other artificial entity, or individual unit owner hold an interest in more than two (2) units within the Condominium at the same time. Further, no person who is related to a unit owner (by blood, marriage, or adoption) or who has contractual relationships with another unit owner involving unit ownership issues, shall be permitted to own a unit, unless said person acquires and actually uses said unit as a bona fide residence for said person. It is the intention of this clause that owners shall only own a maximum of two (2) units and that groups of units shall not be owned by individuals, families, or artificial entities for investment/rental purposes. Any unit owner who owns more than two (2) units as of the effective date of this provision (recordation in the public records of Lee County, Florida, after approval by the membership of the Association) are "grandfathered," as to those units owned on said date.

WITNESSES:
(TWO)PELICAN POINT CONDOMINIUM
ASSOCIATION, INC.

Paola Zunino
Signature

BY: Milo Bailey
Milo Bailey, President

Paola Zunino
Printed Name

Date: 9-15-2006

Susan E Taylor
Signature

(CORPORATE SEAL)

Susan E Taylor
Printed Name

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15 day of September 2006 by Milo Bailey as President of Pelican Point Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Paola Zunino
Notary Public

PAOLA ZUNINO
Printed Name

My commission expires: July 20, 2007

FTM_DB: 319098_1



PAOLA ZUNINO
MY COMMISSION # DD 233291
EXPIRES: July 20, 2007
Bonded Thru Budget Notary Services

PREPARED BY:
SILVERCRESTED MANAGEMENT, LLC
P.O. Box 1848
Fort Myers, FL 33902

CERTIFICATE OF AMENDMENT OF BYLAWS
OF
PELICAN POINT CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED being an Officer of PELICAN POINT CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amended and Restated Bylaws of Pelican Point Condominium Association, Inc. originally recorded in Official Record Book 1340, 735, et seq., of the Public Records of Lee County Florida and the Bylaws of Pelican Point Condominium Association, Inc., were duly approved adopted and enacted by the affirmative vote of the proper percentage of voting interest in the Condominium at a members meeting called for that purpose at which a quorum was present held on the 5th day of January, 2015. Dated the 5th day of January 2015.

III. **MEMBERS' MEETINGS:**

A. **Annual.**

The annual members' meeting shall be held on the ~~first Monday~~ second week of ~~December~~ January each and every year commencing in 1979, unless called earlier by the president of the Association, on 15 days' notice to members. If such date is a legal holiday, then the meeting shall be held on the next regular business day at the same hour. At each annual meeting, the members shall elect a Board of Administrators, adopt a budget for the next ensuing year, and transact any other business which may properly come before it. Such meeting may be held at the principle office of the Association or any other such place as is stated in the notice of such annual meeting.

WITNESSES:

(Sign) John E. Maiden
(Print) John E. Maiden

PELICAN POINT CONDOMINIUM
ASSOCIATION, INC.

(Sign) Dr. Almeda M. Lahr-Well
(Print) Almeda M. Lahr-Well

BY: Evel Bruneau
Officer of the Association

PREPARED BY:
SILVERCRESTED MANAGEMENT, LLC
P.O. Box 1848
Fort Myers, FL 33902

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of January, 2015 by Evera Guimond, as an Officer of PELICAN POINT CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has provided _____ as identification and did take an oath.

NOTARY PUBLIC:

Amy Pankow
STATE OF FLORIDA (SEAL)
My Commission Expires: 2/23/17





RULES AND REGULATIONS
OWNERS, TENANTS & GUESTS
ON WATER

Dated: June 12, 1996

Name of Condominium: Pelican Point Condominium

Address: 4924 Viceroy Street, Cape Coral, Florida 33904

1. Entire apartments may be rented provided the occupancy is only by the Lessees and as specified on rental application and NOT LESS than three (3) months.
2. Owner of the unit must provide the Lessee with a copy of all Condominium Documents and Rules and Regulations.
3. Applications must make themselves available for a personal interview with the Board of Directors if so requested.
4. Use of this unit for single family residence only as specified in application. Commercial activities are prohibited.
5. Only one (1) assigned parking space is available per unit in the parking area. No commercial vehicles, trucks, boats, trailers, motor homes, campers, recreational vehicles, motorcycles, mopeds, etc. are permitted to park on the premises overnight. No bicycles shall be allowed to stand on common areas.
6. Use of the recreational facilities will be in such manner as to respect the rights of other unit owners.
7. Service items shall be reported to Lessee's landlord first, then they will notify the proper people for service.

8. No radio, television antenna or any wiring for any purpose may be installed on the exterior of the building without the written consent of the Association.
9. Caution should be used when using appliance cart on stairs to avoid causing damage to carpet.
10. No sign, advertisement, notice or other lettering shall be exhibited, painted or affixed by any unit owner on any part of the condominium property visible from the exterior or common areas without the prior written consent of the Association. Real estate signs may be displayed, however, only one (1) sign per real estate office.
11. No clotheslines will be erected outside any units. No unit owner shall discard or permit any items to fall from the windows.
12. No waterbeds or fish tanks are allowed unless insurance to cover personal injury and property damage has been taken out naming the Condominium Association as the loss payee.
13. No pets of any kind are permitted for Lessees. Original owners' existing pets are permitted.
14. All common areas will be used for their intended purpose and no article belonging to unit owners shall be kept there and such area shall be kept free of obstruction.
15. Disposition of trash and garbage shall be only by use of garbage disposal units or by use of receptacles approved by the Board of Directors.
16. No owner may make or permit any disturbing noises, improper, immoral or offensive use of the premises whether made by himself/herself, his family, friends, servants or lessees, nor may they do or permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of other owners. No owner may play or allow to be played any musical instruments, phonograph, radio or television set in his/her unit between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the condominium.
17. Children may become a source of annoyance to adults, particularly young children. For this reason, the activities and behavior of all children when upon the condominium property shall be regulated by an adult including physical supervision where necessary. The Board of Directors or their designated representative shall at all times have the authority to reasonably require the owner, lessee, guest or other adult who is responsible for a particular child to remove him/her from any common areas if the child's conduct is such that they believe this is necessary.

18. Each condominium owner shall be responsible for the actions of himself/herself, his/her family, his/her guest, or any one to whom he/she leases his/her apartment.
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20. No awning or other projections shall be attached to the outside walls or roof of the building.
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22. Boat docks will be assigned by the Board of Directors.
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 - a. Swimming shall not be permitted in the pool after 10:00 PM.
 - b. Prior to entering the pool, if applicable, remove cover (wind slowly) and recover when finished.
 - c. All persons using pool do so at your own risk. Owners and Management Company are not responsible for accidents or injuries. No children under the age of 12 to be left unsupervised in pool area.
 - d. Pool is for the private use of owners, tenants and guests only.
 - e. No dogs or cats allowed in or around the pool.
 - f. No glass items for drinks or food may be used.
 - g. No inflatable items other than life saving devices may be used in the pool.
 - h. If sun tan lotion was used, you must shower before entering the pool.
 - i. After using pool, slippers and towels must be used when returning to the building.
 - j. Bathing caps are required for long hair.
 - k. The Board of Directors or the Management Company reserves the right to deny use of pool to anyone at any time.
24. These Rules and Regulations shall apply equally to owners, their families, guests and Lessees.
25. A copy of these Rules and Regulations shall be posted in each condominium unit. Each unit owner shall provide a copy of these Rules and Regulations to his/her tenants or rental broker or sales agent. If you do not have a copy of these Rules and Regulation at the time of sale or lease, they can be acquired through the Management Company.