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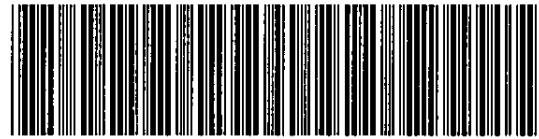
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*Merger*

RECEIVED  
08 AUG 29 AM 10:45  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED  
2008 AUG 29 PM 1:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*AR  
8/29/08*



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 704719 7629438

AUTHORIZATION :

COST LIMIT : \$ 148.75

ORDER DATE : August 29, 2008

ORDER TIME : 9:51 AM

ORDER NO. : 704719-005

CUSTOMER NO: 7629438

PLEASE FILE  
FIRST!!

ARTICLES OF MERGER

CALUSA ISLAND VILLAGE ONE  
CONDOMINIUM ASSOCIATION, INC.  
ET AL

INTO

CALUSA ISLAND VILLAGE PROPERTY  
OWNERS ASSOCIATION, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: \_\_\_\_\_

**FILED**

**ARTICLES OF MERGER**

2008 AUG 29 PM 1:17

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC.  
CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC.  
CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC.  
CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

Pursuant to §617.1105, Florida Statutes, the undersigned corporations affirm and adopt the following:

1. The Plan of Merger of CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC., CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC., CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC. and CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. all Florida corporations not-for-profit, has been duly approved, as follows:
  - (a) By the Board of Directors of CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC., at a meeting held March 4, 2008, and by the membership of that Association at a membership meeting held March 25, 2008.
  - (b) By the Board of Directors of CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC., at a meeting held March 4, 2008, and by the membership of that Association at a membership meeting held March 25, 2008.
  - (c) By the Board of Directors of CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC., at a meeting held March 4, 2008, and by the membership of that Association at a membership meeting held March 25, 2008.
  - (d) By the Board of Directors of CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. on behalf of the Board and the membership at a meeting held March 25, 2008.
2. The surviving corporation shall be CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
3. The Plan of Merger was adopted by at least seventy-five percent (75%) of the votes of which members present at such meeting or represented by proxy were entitled to cast at the membership meeting of the surviving corporations the dates referenced above.
4. The Plan of Merger is attached herewith to these Articles of Merger as Exhibit "1."
5. The Articles of Incorporation of the surviving corporation, are and shall be the Articles of Incorporation of the surviving corporation, except to the extent amended in the Plan Merger.
6. The effective date of the merger shall be the later of April 1, 2008 or date of filing.

Dated this 25<sup>th</sup> day of March, 2008.

By the Board of Directors of CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC.

By: William J. Behring  
WILLIAM J. BEHRING, President

Attest: Barry D. Guinn  
Barry D. Guinn, Secretary

By the Board of Directors of CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC.

By: J. Cleve Smith  
J. Cleve Smith, President

Attest: Paul W. Larsen  
PAUL W. LARSEN, Secretary

By the Board of Directors of CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC.

By: Barry D. Guinn  
Barry D. Guinn, President

Attest: Charles J. Valliere  
Charles J. Valliere, Secretary

By the Board of Directors of CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

By: J. Cleve Smith  
J. Cleve Smith, President

Attest: Barry D. Guinn  
Barry D. Guinn, Secretary

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was executed before me this 25<sup>th</sup> day of March, 2008, by William J Behring President and Barry Guinn, Secretary, of CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. They (choose one) () are personally known to me or () \_\_\_\_\_ for identification and did not take an oath.



[Signature]  
Signature of Notary Public

Print Name of Notary Public (SEAL)  
My Commission Expires: 8/18/2009

STATE OF FLORIDA

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was executed before me this 25<sup>th</sup> day of March, 2008, by J. Cleve Smith, President and Paul W Larson, Secretary, of CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. They (choose one) () are personally known to me or () have provided \_\_\_\_\_ for identification and did not take an oath.

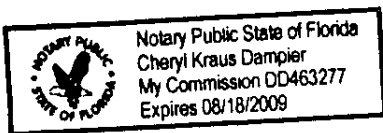


[Signature]  
Signature of Notary Public

CHERYL KRAUS DAMPIER  
Print Name of Notary Public (SEAL)  
My Commission Expires: 8/18/2009

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was executed before me this 25<sup>th</sup> day of March, 2008, by Barry D. Guinn, President and Charles J. Valier Secretary, of CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. They (choose one) () are personally known to me or () have provided \_\_\_\_\_ for identification and did not take an oath.

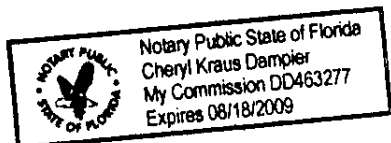


[Signature]  
Signature of Notary Public

CHERYL KRAUS DAMPIER  
Print Name of Notary Public (SEAL)  
My Commission Expires: 8/18/2009

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was executed before me this 25<sup>th</sup> day of March, 2008, by J Cleve Smith, President and Barry D Guinn Secretary, of CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. , a Florida corporation not for profit, on behalf of the Association. They (choose one) () are personally known to me or () have provided \_\_\_\_\_ for identification and did not take an oath.



[Signature]  
Signature of Notary Public

CHERYL KRAUS DAMPIER  
Print Name of Notary Public (SEAL)  
My Commission Expires: 8/18/2009

## **PLAN OF MERGER**

**CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC.  
CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC.  
CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC.  
CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC. is the corporate entity responsible for the operation and management of that certain condominium known as CALUSA ISLAND VILLAGE ONE, a Condominium, as more particularly described in the Declaration of Condominium therefor recorded in O.R. Book 3883, at Page 0007, of the Official Records of Collier County, Florida; and

WHEREAS, CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC. is the corporate entity responsible for the operation and management of that certain condominium known as CALUSA ISLAND VILLAGE TWO, a Condominium, as more particularly described in the Declaration of Condominium therefor recorded in O.R. Book 3936, at Page 0700, of the Official Records of Collier County, Florida; and

WHEREAS, CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC. is the corporate entity responsible for the operation and management of that certain condominium known as CALUSA ISLAND VILLAGE THREE, a Condominium, as more particularly described in the Declaration of Condominium therefor recorded in O.R. Book 3984, at Page 0131, of the Official Records of Collier County, Florida; and

WHEREAS, CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. is the corporate entity responsible for the operation and management of that certain condominium known as CALUSA ISLAND VILLAGE, as more particularly described in the Declaration of Restrictive Covenants and Easements for Calusa Island Village recorded in O.R. Book 3778, at Page 0926, of the Public Records of Collier County, Florida, as amended; and

WHEREAS, the Boards of Directors of the various corporations have met and determined that there is no purpose served by the existence of four separate corporations and that simplicity of operation of the various condominiums and commonly utilized recreational and common facilities may be enhanced by the merger of the aforementioned corporations;

THEREFORE BE IT RESOLVED that pursuant to §617.1103, Florida Statutes, the following plan of merger is hereby adopted.

1. CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC., CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC., and CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC. shall merge into CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC., which shall be the surviving corporation, without prejudice of the right of surviving corporation to later effect a change of corporate name in the manner provided by law.

2. Subsequent to the merger, CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. shall continue to be subject to its Articles of Incorporation and Bylaws as they may be amended from time to time, and as they shall be amended as contemplated in this plan of merger.
3. CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC., shall upon the merger, assume all powers, rights, duties, assets, and liabilities of CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC., CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC., and CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC.
4. This plan of merger shall require each merging corporation to adopt amendments to their Declaration of Condominium, and for the surviving corporation to adopt amendments to its Declaration of Restrictive Covenants and Easements, Articles of Incorporation, and By-Laws, all of which are attached to this plan of merger as Exhibits "A", "B", "C" and "D."
5. Should any of the merging corporations fail to obtain the requisite approval of its Board of Directors and/or membership, then this Plan of Merger and the exhibits hereto shall be ineffective and the merger shall not proceed.
6. The adoption of this plan of merger shall not be construed as a consolidation of the various condominiums or properties operated by the merging corporations.
7. This plan of merger shall become effective on April 1, 2008 with the approval of the Board of Directors and membership of each merging corporation, pursuant to §617.1103, Florida Statutes, and filing of Articles of Merger with the Department of State pursuant to §617.1105, Florida Statutes.
8. Upon the effective date of the plan of merger, the Board of Directors of the surviving corporation shall consist of the Directors of CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. immediately prior to the merger and they shall serve until the next annual meeting of the surviving corporation.

APPROVED:

By Order of the Board of Directors of CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC. dated this 25<sup>th</sup> day of March, 2008

By:

*William J. Behring*

WILLIAM J. BEHRING President

Attest:

*Bobby D. Casin*

Bobby D. Casin, Secretary

By Order of the Board of Directors of CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC. dated this 25<sup>th</sup> day of March, 2008

By: J. Cleve Smith  
J. Cleve Smith, President  
Attest: PAUL W. LARSEN  
PAUL W. LARSEN, Secretary

By Order of the Board of Directors of CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC. dated this 25<sup>th</sup> day of March, 2008

By: Barry D. Gorman  
Barry D. Gorman, President  
Attest: Charles J. Volliere  
Charles J. Volliere, Secretary

By Order of the Board of Directors of CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. dated this 25<sup>th</sup> day of March, 2008

By: J. Cleve Smith  
J. Cleve Smith, President  
Attest: Barry D. Gorman  
Barry D. Gorman, Secretary

APPROVED:

By Order of the Membership of CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC. dated this 25<sup>th</sup> day of March, 2008

By: William J. Behring  
William J. BEHRING, President  
Attest: Barry D. Gorman  
Barry D. Gorman, Secretary



By Order of the Membership of CALUSA ISLAND VILLAGE  
TWO CONDOMINIUM ASSOCIATION, INC. dated this  
25<sup>th</sup> day of March, 2008

By: J. Cleve Smith  
J. Cleve Smith, President  
Attest: Paul W. Larsen  
PAUL W. LARSEN, Secretary

By Order of the Membership of CALUSA ISLAND VILLAGE ~~TWO~~ THREE  
~~TWO~~ CONDOMINIUM ASSOCIATION, INC. dated this  
25<sup>th</sup> day of March, 2008

By: Barry D. Guinn  
Barry D. Guinn, President  
Attest: Carlos J. Valliere  
Carlos J. Valliere, Secretary

By Order of the Membership of CALUSA ISLAND VILLAGE  
PROPERTY OWNERS ASSOCIATION, INC. dated this  
25<sup>th</sup> day of March, 2008

By: J. Cleve Smith  
J. Cleve Smith, President  
Attest: Barry D. Guinn  
Barry D. Guinn, Secretary

**CERTIFICATE OF AMENDMENT**

**DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR  
CALUSA ISLAND VILLAGE  
AND THE  
ARTICLES OF INCORPORATION AND BYLAWS FOR  
CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY that the following amendments to the Declaration of Restrictive Covenants and Easements for Calusa Island Village, which Declaration is recorded at O.R. Book 3778, Page 0926, of the Public Records of Collier County, Florida, and to the Articles of Incorporation and Bylaws of Calusa Island Village Property Owners Association, Inc. were duly proposed by the Board of Directors and adopted by the Association membership at the duly noticed annual member's meeting of the Association on the 25<sup>th</sup> day of March, 2008. Said amendments were passed by the concurrence of at least seventy-five percent (75%) of the unit owners present in person or by proxy and voting at the meeting.

**AMENDMENTS TO DECLARATION OF  
RESTRICTIVE COVENANTS AND EASEMENTS  
FOR CALUSA ISLAND VILLAGE**

**Note: New language is underlined; language being deleted is shown in struck through type.**

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

3.1 Membership. Every Owner of a Unit or Lot Condominium Association in Calusa Island Village (~~and every Owner of a Unit in Calusa Island Village, but only by virtue of his membership in his respective Condominium Association~~), and the Developer shall be members of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to Common Assessment by the Master Association. Members' rights, powers, duties and privileges shall be as set forth in the Articles, By-Laws, this Declaration and any supplement thereto.

3.2 Voting. There shall be appurtenant, and pass with title, to each Unit one (1) vote as a member of the Association, which may be exercised by the owner(s), or the duly constituted proxy of the owner(s), from time to time, of each Unit at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, and the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and Bylaws of the Master Association.

~~The Master Association shall have two classes of membership: (a) Class "A" Members, and (b) Class "B" Members, as follows:~~

~~(a) Class "A". Class "A" Members shall be all of those Condominium Associations created within Calusa Island Village as described in this Declaration.~~

~~(b) Class "B". The Class "B" Member shall be the Developer. Unless the Developer earlier terminates this membership, the Class "B" Membership shall terminate upon Turnover of the Master Association.~~

~~(c) Voting. The voting rights of the two classes of membership are as follows:~~

~~(d) Class "A". Class "A" Members shall be entitled to one (1) vote for each Unit, or Lot, the Class "A" member represents in the Master Association.~~

~~(e) Class "B". The rights of the Class "B" Member, including the right to approve action taken under this Declaration and the By-Laws, are specified throughout this Declaration, the Articles, and the By-Laws. The Class "B" Member shall be entitled to appoint all members of the Board prior to Turnover. The Class "B" Member shall have two (2) times the number of votes held collectively by all Class "A" Members, plus one (1) vote. In the event of a Turnover by the Developer prior to the date specified in Section 3.2 herein, the Developer shall have the right to disapprove actions of the Board and any committee established by the Master Association, as well as those committees which may be established pursuant to the By-Laws, until the Developer no longer owns or holds for sale in the usual course of business any Units within the Properties.~~

~~3.2 Turnover. The Developer shall determine, in its sole and absolute discretion, the time of Turnover, provided, however, that if Turnover has not sooner occurred, it shall occur at the earlier of ninety (90) days after the conveyance by the Developer of ninety percent (90%) of all Units and Lots owned by Developer and to be located within the Property, or twenty (20) years from the date of recordation of this Declaration; or when so required by law. The Master Association shall give notice to all Members of a Turnover meeting, which meeting shall be held not more sixty (60) days after giving such notice. The purpose of the Turnover meeting shall be to install a new Board of Directors, as well as such other business as shall properly come before the meeting.~~

~~3.3 Article 3 Amendment. This Article 3 may not be amended without the express written consent of the Developer, as long as the Developer is a Member of the Master Association.~~

~~3.4 Condominium Association Representative. Each Condominium Association Class A Member shall have the power to vote at Master Association meetings only as described herein. Each Condominium Association Class A Member shall appoint its President or his designee as the representative of the Condominium Association (a "Director"), who shall be a Director of the Master Association and shall attend meetings of the Master Association Board and cast the votes of the Class A Member on Master Association matters. The Director shall cast the Class A Member's votes as a block in the~~

~~manner as the Director may, in his sole and reasonable discretion, deem appropriate, acting on behalf of the Class A Member. However, in the event that at least fifty-one percent (51%) of the voting power in attendance at any duly constituted meeting of the Unit owners of his Condominium Association shall instruct the Director as to the manner in which such Director is to vote on any issue, then such Director shall cast all of the voting power of the Member in the same proportion, as nearly as possible without counting fractional votes, as the Unit Owners shall have voted, in person or by proxy, in favor of or in opposition to such issue. The Director shall have the authority, but not the obligation, in his sole discretion, to call a special meeting of the Class A Member's Unit owners in the manner provided in the Member's By-Laws for the purpose of obtaining instructions as to the manner in which such Director is to vote on any issue to be voted on by the Members of the Master Association. It shall be conclusively presumed for all purposes of Master Association business that the actions of the Director are within the authority and consent of the Member's Unit owners.~~

~~\*\*\*~~

~~5.3 Basis and Maximum Amount of Common Assessments. From the Commencement Date of Common Assessments until the Developer ceases to be in control of the Master Association, the Common Assessments for all Class "A" Members of the Master Association, as defined in the Articles and By-Laws, shall be established by the Board of Directors of the Master Association Developer. Except as hereinafter provided, no assessment shall be payable by Developer, except as to Improved Units owned by it.~~

The Board, in accordance with the requirements for a change of Common Assessments, as provided in this Article 5 and the By-Laws, may change the budget and level of Common Assessments at any annual meeting of the Board. For each 12 month period (hereinafter called the "Assessment Year"), the Common assessments may be adjusted by vote of the Board as set forth later herein.

~~5.4 Special Assessments. In addition to the Common Assessments authorized by Section 5.1, the Board may levy in any Assessment Year one or more Special Assessments, for the purpose of defraying, in whole or in part, the cost of any unexpected construction or reconstruction, repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, shortfalls in the annual budget projection, or for other purposes deemed appropriate by the Master Association. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment. Except as otherwise provided herein, the Developer shall not be obligated to pay Special Assessments levied on any Unit owned by it.~~

~~\*\*\*~~

~~8.11 Additional Rules and Regulations. The Developer, until it conveys the Common Properties, and thereafter the Board of Directors of the Master Association, may establish such additional rules and regulations as may be deemed for the best interests of the Master Association and its Members for purposes of enforcing the provisions and purposes of this Declaration.~~

~~\*\*\*~~

10.1 Common Properties. The Master Association shall keep all buildings, improvements, equipment and fixtures of the Common Properties insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Master Association may deem desirable. The Master Association may also insure any other property whether real or personal, owned by the Master Association, against loss or damage by fire and such other hazards as the Master Association may deem desirable, with the Master Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Properties shall be written in the name of, and the proceeds thereof shall be payable to the Master Association. Insurance proceeds shall be used by the Master Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Master Association are Common Expenses included in the Common Assessments made by the Master Association. If available, the Master Association may procure Insurance for one or more of the privately owned Lots and the Improvements thereon. In that case the Master Association, upon receipt of a written request of the affected owner may procure such insurance in its name for the benefit of the Lot owner(s) and charge the cost of such insurance as a special charge to that owner which charge shall be paid in full prior to commencement of the policy.

\* \* \*

13.5 Amendments. This Declaration may be amended by (i) the affirmative vote or written consent of the Members holding not less than two-thirds (2/3) of the voting power of the Class "A" Membership of the Master Association ~~together with the affirmative vote of the Class "B" Member (so long as the Class "B" Membership exists) or (ii) solely by the unilateral affirmative action of the Class "B" Member; provided, however that no amendment adopted solely by the Class "B" Member shall be permitted which has a material adverse effect upon substantial rights of an Owner or First Mortgagee or the value of any part the Properties subject hereto. Nothing contained herein shall affect the right of the Developer to make such amendments or Supplemental Declarations as may otherwise be permitted herein. No amendments shall alter or abrogate the rights of Developer as set forth in the Declaration, the Articles, or the By-Laws, without the prior written consent of Developer.~~

\* \* \*

13.8 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered when three (3) business days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Master Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Master Association. Such address may be changed from time to time by notice in writing to the Master Association.

\* \* \*

13.10 Withdrawal and Modification. Anything herein to the contrary notwithstanding, the Developer reserves the absolute right to amend this Declaration at any time prior to Turnover, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties that it owns from the provisions of this Declaration. ~~Developer may unilaterally modify and amend this Declaration for the purpose of altering the boundaries of the Common Properties so as to enlarge or reduce the size of and/or change the location of the same:~~

**AMENDMENT AND RESTATEMENT  
OF ARTICLES OF INCORPORATION  
OF CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

The Articles of Incorporation of Calusa Island Village Property Owners Association shall be completely amended and restated in the form attached hereto.

**AMENDMENT AND RESTATEMENT  
OF BYLAWS  
OF CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

The Bylaws of Calusa Island Village Property Owners Association shall be completely amended and restated in the form attached hereto.

Dated this 25<sup>th</sup> day of March, 2008.

Witnesses:

[Signature]  
Signature of Witness  
BARRY D. GWIN  
Print name of Witness

[Signature]  
Signature of Witness  
WILLIAM J. BEHRING  
Print name of Witness

CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]  
J. Cleve Smith President

P.O. Box 1808  
Marco Island, FL 34146

STATE OF FLORIDA  
COUNTY OF Collier

The foregoing instrument was executed before me this 25<sup>th</sup> day of March, 2008, by J. Cleve Smith as President, of CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. She/He (choose one) () is personally known to me or () has provided \_\_\_\_\_ for identification and did not take an oath.



[Signature]  
Signature of Notary Public  
CHERYL KRAUS DAMPIER  
Print Name of Notary Public (SEAL)  
My Commission Expires: 8/18/2009

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

**OF**

**CALUSA ISLAND VILLAGE  
PROPERTY OWNERS ASSOCIATION, INC.  
A Florida Corporation Not For Profit**

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Calusa Island Village Property Owners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on October 16, 2003 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1006 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Calusa Island Village Property Owners Association, Inc., shall henceforth be as follows:

**ARTICLE I**

**NAME:** The name of the corporation, herein called the "Association", is Calusa Island Village Property Owners Association, Inc., and its address is c/o Spinnaker Cay Property Management, P.O. Box 1808, Marco Island, Florida 34146.

**ARTICLE II**

**PURPOSE:** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Calusa Island Village; Calusa Island Village One, a Condominium; Calusa Island Village Two, a Condominium; and Calusa Island Village Two, a Condominium, all of which are located in Collier County, Florida.

### ARTICLE III

**PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME:** The Association shall never have nor issue any shares of stock, nor shall the Association distribute any part of its income, if any, to its members, directors or officers. All monies and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provision of these Articles and the Bylaws of the Association. Nothing herein, however, shall be construed to prohibit the Association from conferring benefits upon its members in accordance with its purposes, or from making any payments or distributions to members of monies or properties permitted by Chapter 617, Florida Statutes, or a statute of similar import. The Association may, however, reimburse its directors, officers and members for expenses authorized and approved by the Board of Directors and incurred for and on behalf of the Master Association and may pay compensation in a reasonable amount to its directors, officers and members for actual services rendered to the Master Association as authorized and approved by the Board of Directors.

### ARTICLE IV

**POWERS:** The Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration of Condominium, the Bylaws or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to said Declaration as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the common areas within Calusa Island Village and the Calusa Island Village One, Calusa Island Village Two and Calusa Island Village Three condominium properties.
- (C) To purchase insurance upon the condominium properties and Association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the condominium property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Restrictions and respective Declarations of Condominium.
- (G) To enforce the provisions of the Condominium Act, the Declaration of Restrictions, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.



- (H) To contract for the management and maintenance of the Common Properties, the condominiums and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Restrictions and/or the Declarations of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Common Properties and the Condominiums.
- (J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Common Properties and the Condominiums, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.
- (K) To borrow money without limit as to amount if necessary to perform its other functions hereunder.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Restrictions, the Declarations of Condominium, these Articles of Incorporation and the Bylaws.

## **ARTICLE V**

### **MEMBERSHIP:**

- (A) The members of the Association shall be the record owners of a fee simple interest in one or more Units or Lots within the Calusa Island Village community, as defined in the Declaration of Restrictions and as further provided in the Bylaws.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit or Lot.
- (C) The owners of each Unit or Lot, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

## **ARTICLE VI**

**TERM:** The term of the Association shall be perpetual.

## ARTICLE VII

**BYLAWS:** The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

## ARTICLE VIII

### DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

## ARTICLE IX

**AMENDMENTS:** Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition, signed by at least one-fourth (1/4) of the voting interests.
- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise provided for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests present in person or by proxy at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a copy of the proposed amendment.
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

## ARTICLE X

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

**CERTIFICATE**

The undersigned, being the duly elected and acting President of Calusa Island Village Property Owners Association, Inc., hereby certifies that the foregoing were duly proposed by at least a majority of the entire membership of the Board of Directors and were approved by at least three-fourths (3/4) of the votes of the entire membership of the Association at the annual meeting held on the 25<sup>th</sup> day of March, 2008, where a quorum was present, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, said vote being sufficient for their amendment. The foregoing both amend and restate the Articles of Incorporation in their entirety.

Executed this 25<sup>th</sup> day of March, 2008.

CALUSA ISLAND VILLAGE  
PROPERTY OWNERS ASSOCIATION, INC.

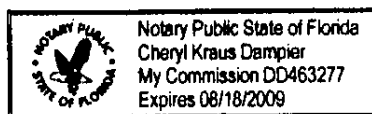
BY: J. Cleve Smith  
J. Cleve Smith President

(SEAL)

STATE OF FLORIDA  
COUNTY OF COLLIER

Subscribed to before me this 25<sup>th</sup> day of March, 2008, by J. Cleve Smith, as President of Calusa Island Village Property Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He/She is (choose one) () is personally known to me or () has produced \_\_\_\_\_ for identification and did not take an oath.

[Signature]  
Notary Public (SEAL)  
Print name: CHERYL KRAUS DAMPIER  
My Commission Expires: 8-18-2009



**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.**

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**CALUSA ISLAND VILLAGE**  
**PROPERTY OWNERS ASSOCIATION, INC.**  
**A Florida Corporation Not For Profit**

**I. THE ASSOCIATION.**

1.1 These are the Amended and Restated Bylaws of **CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC.** (the "Association"), a Florida corporation not-for-profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on October 16, 2003. The Association is organized for the purpose of administering the maintenance, operation and management of **CALUSA ISLAND VILLAGE ONE, A CONDOMINIUM; CALUSA ISLAND VILLAGE TWO, A CONDOMINIUM; CALUSA ISLAND VILLAGE THREE, A CONDOMINIUM;** (the "Condominiums") and **CALUSA ISLAND VILLAGE** ("Common Property"), as a multicondominium association in accordance with the Florida Condominium Act (the "Act") upon land, situated in Collier County, Florida, described in the Declarations of Condominium and the Declaration of Restrictions for the respective properties. All prior Bylaws are hereby revoked and superseded in their entirety.

1.2 The provisions of these Bylaws are subject to the provisions of the Articles. A copy of the Articles and a copy of these Bylaws will be annexed, as Exhibits, to the Declarations of Condominium and the Declaration of Restrictions for the respective properties (the "Declarations") which are recorded in the Public Records of Collier County, Florida. The terms and provisions of the Articles and Declarations shall control wherever the same may conflict herewith.

1.3 All members of the Association and their invitees, including, without limitation, all present or future owners and tenants of units in the Condominiums ("Units") and other persons using the Condominiums, Common Property or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration.

1.4 The office of the Association shall be at c/o Spinnaker Cay Property Management, P.O. Box 1808, Marco Island, Florida 34146, or at such other place as may be established by resolution of the Board of Directors.

1.5 The fiscal year of the Association shall be the calendar year.

1.6 The Association may adopt and use a corporate seal. If adopted, the seal shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.7 It is contemplated that all improved Lots within Calusa Island Village will be subjected to the Condominium form of ownership. As such the Association is to be subject to the Act. Should the owner of a Lot choose not to

## II. MEMBERSHIP, VOTING, QUORUM, AND PROXIES.

2.1 The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

2.2 A quorum at meetings of Members shall consist of persons entitled to cast one-third (1/3) of the Voting Interests of the entire membership.

2.3 The Voting Interest of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (including a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Unit Representative" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (excluding a husband and wife), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall designate one natural person as the Unit Representative, whose name shall be included in the Registry of Owners under the Declaration. The written instrument designating the Representative shall be filed with the Association, and the person so designated shall be and remain the Unit Representative until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by conveyance of the Unit. The Unit Representative shall be the only person entitled to cast or exercise, in person or by proxy, the Voting Interest of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act. In the case of a Unit, title to which is held by a husband and wife, each of them shall be the Representative but only one may cast the vote.

2.4 Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the Voting Interest of such owner if in an Association meeting.

2.5 Except where otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the persons holding a majority of the Voting Interests represented in person and by proxy at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

2.6 Voting Interests may be cast in person or by proxy pursuant to terms of the Act. Proxies may be made by the Unit Representative and shall be effective only for the specific meeting for which given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time by written notice from the Unit Representative.

### **III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.**

3.1 The annual meeting of Members shall be held, at the office of the Association or such other place in Collier County, Florida, at such time and on such date no later than March of each year of each year as may be determined by the Board of Directors and as shall be specified in the notice of the meeting, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members.

3.2 Special meetings of Members shall be held whenever called by the President or Vice president or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units or as otherwise required herein or by law. If the Board of Directors adopts a budget which requires assessments against unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, if within 21 days after adoption of the annual budget, a written request for a special meeting is made from at least 10 percent of all the Voting Interests, the Board shall call a special meeting for the enactment of a budget by the unit owners, which shall be conducted within 60 days of adoption of the budget. Notice of the special meeting shall be hand delivered or mailed to each unit owner at least 14 days prior to such special meeting. A special meeting of the unit owners to recall a member or members of the Board of Directors may also be called by unit owners holding 10 percent or more of the Voting Interests.

3.3 Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. The notice of any meeting to consider assessments shall specifically state that fact and the nature of the assessment. Each notice shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting, and shall be mailed, e-mailed or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be mailed via first class United States mail, addressed to the Member at the Member's Post Office address as it appears on the records of the Association, with postage thereon prepaid. A notarized certificate of mailing shall be retained as proof of such mailing; provided, however, that if Florida law is subsequently changed to eliminate the requirement for a certificate of mailing, such notice shall be deemed properly given when deposited in the United States Mail, postage prepaid, addressed as herein above described, to the Member, and proof of such mailing shall be given by the affidavit of the person giving the notice. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the filing of such notice to such Member. Each notice shall in addition be posted in a conspicuous place in the Condominiums and Common Property at least fourteen (14) continuous days prior to said meeting. The Secretary of the Association shall provide an affidavit to be included in the official records of the Association affirming that notices of such Association meeting were mailed or hand-delivered in accordance with the Bylaws of the Association and applicable law, to each member at the address last furnished to the Association. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, whenever the latter percentage of attendance may be required as set forth in the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is present.

3.4 At meetings of Members, the President of the Association, or in his or her absence, the Vice-President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

3.5 The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (a) Call for ballots not yet cast in the Election of Directors (if necessary).
- (b) Election of Directors (if necessary).
- (c) Call of the roll and determination of quorum.
- (d) Reading or disposal of minutes of previous members' meeting
- (e) Reports of Officers
- (f) Reports of Committees
- (g) Unfinished Business
- (h) New Business
- (i) Adjournment

#### IV. **BOARD OF DIRECTORS.**

4.1 The number of Directors which shall constitute the whole Board of Directors shall be seven (7). In order to provide for a continuity of experience by establishing a system of staggered terms, in the 2009 annual election, the number of Directors to be elected shall be seven (7). The four (4) candidates receiving the highest number of votes shall be elected for two (2) year terms. The three (3) candidates receiving the next highest number of votes shall be elected for one (1) year terms. If there are seven (7) candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in 4.10 below. Directors shall be elected by the members as described in Section 4.2 (a) below, or in the case of a vacancy, as provided in 4.4 (b) below.

4.2 Directors shall be elected in the following manner:

(a) All members of the Board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided under the Florida Condominium Act. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or inclusion in another Association mailing or delivery including regularly published newsletters, to each unit



owner entitled to vote, a first notice of the date of election. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda for the meeting, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates no less than 14 days and no more than 34 days prior to the election. Upon request of the Candidate, the Association shall include an information sheet, no larger than 8 1/2" by 11", which must be furnished by the Candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No unit owner shall permit any other person to cast the unit owner's ballot, and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this Section, election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

(b) If the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(1) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term. In the alternative, the Board may choose to hold an election to fill the vacancy for the unexpired term, which election shall be held in accordance with Section 4.2 (a) above.

(2) A vacancy occurring as a result of a recall in which less than a majority of the Directors are recalled and removed, the vacancy(ies) may be filled by the affirmative vote of a majority of the remaining Directors, even if the remaining Directors constitute less than a quorum. No recalled Director shall be appointed by the Board to fill a vacancy. Alternatively, the Board may, by affirmative vote of a majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, call and conduct an election in the manner prescribed by law to fill the vacancy(ies). Vacancies occurring as a result of a recall in which a majority or more of the Directors are recalled and removed, shall be filled by an election conducted at the special members' recall meeting in the manner prescribed by law.

(3) If for any reason the entire Board is vacant, a special election held in accordance with Section 4.2 (a) above shall be held with at least ten (10) days notice to the owners at which the members shall elect the successors to serve only until the next annual meeting.

(c) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative.

4.3 The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected. Proper notice of said meeting shall be given in accordance with Section 718.112(2)(c), Florida Statutes.

4.4 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or e-mail, at least seven (7) days prior to the day named for such meeting, unless notice is waived; notice shall also be posted in a conspicuous place in the Condominiums and Common Property at least forty-eight (48) continuous hours prior to said meeting. The notice of any Board meeting at which assessments to be made against Unit owners are to be considered shall so state and shall also set forth the nature of the assessment.

4.5 Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in the Condominiums and Common Property at least forty-eight (48) continuous hours prior to said meeting.

4.6 Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because a greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum or the required percentage of attendance if greater than a quorum, is present. Upon adjournment, the Board shall state the time and date the adjourned meeting is to be re-convened, and shall post a notice of such meeting in a conspicuous place in the Condominiums and Common Property at least forty-eight (48) continuous hours prior to said meeting. At any re-convened meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.8 The presiding officer at meetings of the Board shall be the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.9 All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to:

(a) Make, levy and collect assessments against Members and Members' Units to defray the expenses of the Condominiums and Common Property and Common

Property, and to use the proceeds of assessments in the exercise of the powers and duties of the Association;

(b) Maintain, repair, replace, operate and manage the Condominiums and Condominium Property as the same is required to be done and accomplished by the Association for the benefit of Members;

(c) Repair and reconstruct improvements after casualty;

(d) Make and amend regulations governing the use of the Condominiums and Common Property, real and personal; provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declarations;

(e) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominiums, as may be necessary or convenient in the operation and management of the Condominiums, and in accomplishing the purposes set forth in the Declarations, including to grant easements for the benefit of others on, over, or across the Condominiums and Common Property and to accept easements for the use and benefit of the Condominiums and Common Property;

(f) Contract for the management of the Condominiums and Common Property and in connection therewith to delegate such of the powers and duties of the Association as may be deemed appropriate, except those which may be required by the Declaration to have approval by the Board or Members of the Association, or which may not be delegated by law;

(g) Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all regulations governing use of property of and in the Condominiums and Common Property hereafter adopted;

(h) Carry insurance for the protection of the members and the Association against casualty and liability;

(i) Pay all costs of power, water, sewer and other utility services rendered to the Condominiums and Common Property and not billed to the owners of the separate Units;

(j) Employ personnel for reasonable compensation to perform the services required to properly accomplish the purposes of the Association;

(k) Maintain, operate and manage any recreation facilities created for the use of the members of the Association, including to employ personnel and enter into contracts for such management and to assess members for costs associated with such recreation facilities;

(l) Make arrangements and enter into contracts to purchase any services for which a budget exists and which the law permits the Association to provide.

(m) The Association, through the Board of Directors, shall have the power to convey a portion of the common elements to a condemning authority for the purpose of

providing utility easements, rights of ways expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings

4.10 Directors may be removed from office in the manner provided by applicable Florida law.

**V. ADDITIONAL PROVISIONS - MEETINGS OF MEMBERS AND DIRECTORS.**

5.1 Notwithstanding anything contained in these Bylaws to the contrary, any meeting of Members or the Board may be held at any place within Collier County, in the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

5.2 To the extent now or from time to time hereafter permitted by the laws of Florida, Unit Owners may take any action which they might take at a meeting of the Members of the Association by written consent without a meeting; provided, however, that any approval of Unit Owners to be made only at a meeting, called for by the laws of Florida, as from time to time amended, the Declaration or these Bylaws, shall only be made at a duly noticed meeting of Unit Owners.

5.3 Minutes of all Board and membership meetings shall be retained in a secure place, available for review by the membership, for a period of at least ten (10) years from the date of the meeting.

**VI. OFFICERS.**

6.1 The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary properly to manage the affairs of the Association. Officers may be removed from office by the Board.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Board and the Members at which he is present. He shall have such additional powers as the Board may designate.

6.3 The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

6.4 The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the

Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

6.5 The Treasurer shall have custody of all of the monetary properties of the Association, including funds, bank accounts, check books, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties customarily incident to the office of Treasurer.

6.6 The compensation of all employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominiums and Common Property.

## VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

7.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) and mortgagee(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

7.2 The Board shall adopt for, and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. The budget shall be prepared in the form and contain categories, including reserves, as required from time to time by the Florida Condominium Act. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and the due date(s) and amounts of installments thereof. Nothing herein contained shall be construed as a limitation upon any additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

7.3 A copy of the proposed annual budgets of the Association shall be mailed to the Unit owners not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of the meeting. Such meeting of the Board shall be open to Unit owners. If a budget is adopted by the Board which requires aggregate assessments of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, and within 21 days after adoption of the

annual budget, a written request for a special meeting is made from at least 10% of all Voting Interests, a special meeting of the Unit owners shall be held upon not less than fourteen (14) days' written notice to each Unit owner hand delivered or by mail, but within sixty (60) days of the adoption of the budget, at which special meeting Unit owners may consider only and enact only a revision of the budget. Any such revision of the budget shall require a vote of persons holding not less than two-thirds (2/3) of the Voting Interests. The Board may in any event first propose a budget to the Unit owners at any such meeting of members or by writing, and if such budget or proposed budget be approved by persons holding a majority of the Voting Interests at such meeting or in writing, such budget may not thereafter be reexamined by the Unit owners in the manner hereinabove set forth. If a meeting of Unit Owners has been called and a quorum is not attained or a substituted budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall become effective as scheduled.

7.4 In determining whether assessments exceed 115% of assessments in the prior budget year, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair and replacement of the Condominiums and Common Property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments or betterments to the Condominiums and Common Property.

7.5 Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit owner. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and the Articles. The assessments collected by the Association hereunder shall include those of the Master Association pursuant to Article XI of these Bylaws. Assessments shall be levied on an annual basis and installments shall be due and payable not less often than quarterly. Provided, however, that the lien or lien rights of the Association as to assessments shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

7.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by check signed by such persons as are designated by the Board.

7.7 A review and written report of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report together with a financial report in the form required by law shall be furnished to each Member not later than sixty (60) days following the year for which the report is made.

7.8 The Association shall bear the cost of fidelity bonding of all persons who control or disburse funds of the Association, including but not limited to, individuals authorized to sign checks and the president, secretary and treasurer of the Association. The amount of such bonds shall be determined by the Directors, but shall be at least the amount required by law.

#### VIII. **PARLIAMENTARY RULES.**

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these Bylaws or the laws of Florida.

**IX. AMENDMENTS TO BYLAWS.**

Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Amendments to these Bylaws may be proposed by the Board, acting upon vote of a majority of the Directors, or by persons holding a majority of the Voting Interests whether meeting as members or by instrument in writing signed by them.

9.2 Upon any amendment or amendments to these Bylaws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the members.

9.3 In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the Members in person or by proxy holding Voting Interests of Units to which not less fifty-one (51%) percent of the Common Elements are appurtenant and a copy of such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Collier County, Florida, within thirty (30) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

9.4 At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of Unit Representative shall be recognized if such person is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

9.5 Notwithstanding the foregoing provisions of this Article IX, no amendment to these Bylaws which shall abridge, amend, alter or otherwise abrogate any rights of Declarant, may be adopted or become effective without the prior written consent of Declarant.

**X. COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in Section 19 of the Declaration of Condominium, the following provisions shall apply:

10.1 Fines. The Board of Directors may levy fines against units or Lots whose owners commit violations of the Condominium Act, the provisions of the condominium documents or the rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law and no fine may be levied against an unoccupied unit. The procedure for imposing fines shall be as follows:

- (a) Notice. The Association shall notify the owner or person sought to be fined with notice of the fine and notice of the opportunity for an appeals hearing. The notice shall include:

- (1) A specific designation of the provisions of the Declaration, Bylaws or rules which are alleged to have been violated;
- (2) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (3) The amount of any proposed fine.

(b) Appeals Hearing. A hearing, if requested by the Owner or person sought to fined, shall be held after providing the owner with at least fourteen (14) days notice of the hearing date, time and place. The hearing shall be held before a committee of at least three (3) unit owners appointed by the Board, who are not officials, directors or employees of the Association, or the spouse, parent, child, brother or sister of any of the above. The committee, by majority vote, may recommend approval of the fine, dismissal of the fine, or a change in the amount of the fine. At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony by the Association.

(c) Amount Of Fine. The Board of Directors may impose fines in amounts reasonably related to the severity of the offense and deemed adequate to deter future offences, not to exceed \$100 per violation, or such other maximum amount permitted by law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, up to an aggregate of \$1,000 per violation, or such other maximum amount permitted by law.

(d) Collection Of Fines. Fines shall be due to the Association ten (10) days after written notice to the Owner of the imposition of the fine, as provided above. The filing of an appeal as provided above shall postpone the due date until three (3) days after the written decision of the appeals committee is served on the Owner. Outstanding fines, if unpaid after thirty (30) days from the date due, shall bear interest at the highest rate allowed by law. The owner shall also be responsible for the costs of collection of the fine, including but not limited to reasonable attorneys' fees.

(e) Application. All monies received from fines shall become part of the common surplus.

(f) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.



10.2 **Mandatory Non-Binding Arbitration and Mediation.** In the event of any "dispute" as defined in Section 718.1255(1) of the Condominium Act, between a unit owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration and mediation under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration and mediation of disputes related to the levy or collection of fees or assessments, the eviction or other removal of a tenant from a unit, alleged breaches of fiduciary duty by one or more directors, or claims for damages to a unit based upon the alleged failure of the Association to maintain the common elements or the condominium property.

10.3 **Availability of Remedies.** Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

#### **XI. FIRE AND SAFETY.**

The Association may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units to the applicable fire and safety code.

**CERTIFICATE OF AMENDMENT**

**DECLARATION OF CONDOMINIUM  
CALUSA ISLAND VILLAGE ONE, A CONDOMINIUM**

WE HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Calusa Island Village One, a Condominium, which Declaration is recorded at O.R. Book 3883, Page 0007, of the Public Records of Collier County, Florida, were duly proposed by the Board of Directors and adopted by the Association membership at the duly noticed annual member's meeting of the Association on the 25<sup>th</sup> day of March, 2008. Said amendments were passed by the concurrence of at least seventy-five percent (75%) of the unit owners present in person or by proxy and voting at the meeting.

**Note: New language is underlined; language being deleted is shown in struck through type.**

4. **DESCRIPTION OF CONDOMINIUM PROPERTY.** The improvements ~~that may be~~ constructed on the Condominium Property consists of fourteen (14) residential Units located in seven (7) buildings. Each "Unit" is identified by a number designation or a combination of letters and numbers. A graphic description (plot plan) of the building in which the units are to be located is annexed hereto and made a part hereof as Exhibit "B". Exhibit "B", consisting of the Land survey, plot plan, and a description and floor plans of the proposed improvements hereon, together with this Declaration, identify the "Common Elements", "Limited Common Elements", each "Unit" and their relative locations and approximate dimensions. ~~The improvements are further described as:~~

4.1 ~~— The Condominium will initially consist of two (2) buildings, each containing two (2) units (Phases One and Two). The Condominium may, at the election of the Declarant, be expanded by adding an additional five (5) residential phases, for a total of seven (7) residential phases. Each additional phase will contain one (1) building with a maximum of two (2) residential condominium units each for a maximum total of fourteen (14) condominium units. The maximum number of buildings and units on a per phase basis and total number of units is as follows:-~~

PHASE NO:	MAX. NO. OF BLDGS	MIN. & MAX. NO. OF UNITS	TOTAL MAX. NO. OF UNITS
ONE	1	2/2	2
TWO	1	1/2	2
THREE	1	1/2	2
FOUR	1	1/2	2
FIVE	1	1/2	2
SIX	1	1/2	2
SEVEN	1	1/2	2

~~4.2 — Phases. The Declarant intends but is not obligated to develop this condominium in seven (7) phases, Phases 1 through Phase 7, as more particularly described in Section 4.1 of this Declaration. Phases One and Two land is legally described in Exhibits "A-1" and "A-2". Phases One and Two are submitted to the condominium form of ownership by this Declaration. The remainder of the phases may be submitted to the condominium form of ownership at the sole election and discretion of the Declarant, without being under any obligation to do so. That portion of the Land described herein as Phase Three through Seven. Twenty-Two is legally described in Exhibit "A-3" through Exhibit "A-7", respectively. If the Declarant has not submitted all phases to the condominium form of ownership within seven (7) years of recording this Declaration in the Public Records of Collier County, Florida, the right to add additional phases shall expire. Phases may be dedicated in any order, and thus may not be dedicated sequentially. Except as otherwise provided in this Declaration, all restrictions in this Declaration will apply only to phases submitted to the condominium form of ownership. In the event the Declarant does not submit a phase or phases to the condominium form of ownership, the Declarant shall have the right to develop the remainder of the undedicated land in any manner it deems appropriate, including the creation of another condominium or condominiums. No time share units will or may be created with respect to units in any phase.~~

~~4.3 — The Developer reserves the right to choose not to add additional phases to this Condominium. In that event, the Developer may, but is not obligated, make non-material changes to the plot plans and legal descriptions for additional phases to add more space between such buildings as will constitute Calusa Island Village One, over all of the lands described in Exhibits "A-1" through "A-7"; or Developer may utilize such lands that are not dedicated as a portion of property owned by the Master Association, as defined herein, for any other lawful purpose including, but not limited to, a different residential condominium.~~

~~4.4 — Buildings. The Land dedicated as Phase One and Two of the Condominium shall each contain two residential units, as depicted on Exhibit B. Each additional Phase, if and when dedicated, shall consist of one building. Developer anticipates that each building will contain two (2) units, but reserves the right to construct one unit in a building. Developer anticipates that each building, if constructed and dedicated to the Condominium, will either contain the Abaco, Aruba, Bimini II, or Bimini III units, and depicted on Exhibit B. However, Developer reserves the right to modify said floor plans, or dedicate units containing different floor plans, so long as the exterior of the buildings dedicated is aesthetically compatible with the building comprising Phase Fifteen of the Condominium. Developer makes no warranty nor representation as to what floor plans will be located in any building, as the type of floor plan constructed shall primarily be determined by market demand. In no event shall any unit contain less than 1300 square feet of enclosed (air conditioned) living area, nor more than 2500 square feet of enclosed (air conditioned) living area; provided, however, any building containing only one condominium unit may comprise a maximum of 5000 square feet of enclosed (air conditioned) living area.~~

4.1 5 Other Improvements. In addition to and as a part of the building situated thereon, the Condominium Property also includes parking areas, storage areas, walkways, drives, landscaping, underground structures and other improvements which are part of and located within the residential building, such as elevators, wires, cables, drains, pipes, ducts, conduits, valves and fittings.

\*\*\*

7. COMMON EXPENSES AND COMMON SURPLUS. The term "Common Expenses", as used herein, shall mean all expenses for which all the owners of residential Units in the Condominium shall be liable to the Association for expenses related to this Condominium and for expenses related to the operation of the Association and the common properties within Calusa Island Village. The term "Common Surplus", as used herein, shall mean the excess of all receipts of the Association plus that owner's share of the common surplus of funds collected for this Condominium, including, without limitation, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses. All of the owners of Units shall share the Common Expenses and shall own the Common Surplus for this Condominium on an equal undivided basis of one-fourteenth (1/14) per unit, and shall share in the Common Expenses and Common Surplus of the Association relative to the Common Properties in Calusa Island Village in the proportions or percentages set forth in the Declaration of Restrictions schedule annexed hereto and made a part hereof as Exhibit "C".

~~Pursuant to applicable provisions of Florida law, the Declarant has elected to pay the share of Common Expenses due with respect to Units owned by it, and to not guarantee to Unit owners other than the Declarant that assessments for Common Expenses due in respect to the Units will not exceed certain stated amounts.~~

\* \* \*

9. NAME OF ASSOCIATION. The entity responsible for the operation of the Condominium shall be CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit (the "Association" or "Master Association"). A copy of the Articles of Incorporation for the Association is annexed hereto and made a part hereof as Exhibit "D". The Association shall administer and manage the Condominium Property; provided that, the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations.

\* \* \*

11. AMENDMENT OF DECLARATION. ~~Except for amendments which Declarant is authorized and/or obligated elsewhere herein to make, and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:~~

11.1 Notice. Notice of the subject matter of any proposed amendment to this Declaration shall be provided to each owner of a Unit in this Condominium with ~~included in~~ the notice of any meeting at which such proposed amendment is to be considered.

11.2 Proposal. Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors present at any duly noticed regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by the owners of a majority of the Units in this Condominium, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

11.3 Adoption. Any amendment to this Declaration so proposed by the Board or the owners in this Condominium ~~members of the Association~~ shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of members in person or by proxy owning Units to which not less than fifty-one (51%) percent of the Common Elements in this Condominium are appurtenant. Notwithstanding the foregoing, any amendment so proposed may be adopted, without a formal meeting of the members by an instrument executed and acknowledged with the formalities of a deed by members owning Units to which not less than fifty-one (51%) percent of the Common Elements in this Condominium are appurtenant.

11.4 Proviso. No amendment shall:

(1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld, or

(2) ~~Unlawfully~~ ~~discriminate~~ against any Unit owner or against any Unit or building comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld, or

(3) Increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment; provided, however, such consent shall not be unreasonably withheld, or

(4) Make any substantial change in Article 13 hereof, entitled "Insurance", nor in Article 14 hereof, entitled "Reconstruction or Repair After Casualty", unless the record owners of all mortgages held by Institutional Lenders encumbering Units shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld, or

(5) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Surplus, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment; provided, however, such consent shall not be unreasonably withheld, and Declarant shall have the right to record amendments adding additional Phases of development to the Condominium, which necessarily will change each Unit's undivided share of the Common Elements and Common Surplus, without notice to, or the consent of, any third party; or

(i) Increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment; provided, however, such consent shall not be unreasonably withheld; or

(ii) Make any substantial change in Article 13 hereof, entitled "Insurance", nor in Article 14 hereof, entitled "Reconstruction or Repair After Casualty", unless the record owners of all mortgages held by Institutional Lenders encumbering Units shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld; or

(iii) Amend the provisions of Article 21 hereof without Declarant's joinder and consent so long as it holds any Unit for sale in the ordinary course of business.

\* \* \*

#### 11.8 — Amendments by Declarant.

Declarant reserves the right to amend this Declaration, and any exhibits hereto, for any one or more of the following purposes:

(1) To correct any errors or omissions not affecting the rights of Unit owners, lienors or Mortgagees.

(2) For purpose of adding a Certificate of Surveyor as provided in Section 718.104(4)(e) or other sections of the Florida Statutes.

(3) To make reasonable changes to the Condominium Property or Units that do not materially or adversely affect the interest of Mortgagees, nor the Unit owners, nor the Unit owner's share of the Common Elements.

(4) To dedicate additional phases to the condominium form of ownership.

Any such amendment need be executed and acknowledged only by the Declarant and need not be approved by the Association, Unit owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

11.9 — Consent to Amendments by Construction Loan Mortgagee. Notwithstanding contrary provisions of this Declaration, the Articles of Incorporation or the By-Laws, as long as the construction loan mortgage from Declarant is not completely satisfied of record and continues to encumber any portion of the Condominium Property, neither the Declarant nor the Association for as long as the Declarant retains control thereof, shall make amendments to this Declaration, the

~~Articles of Incorporation or the By-Laws without the prior written consent of such mortgagee; nor shall the Declarant exercise any option or privilege provided for in Section 21 of this Declaration without such prior written consent; provided, however, such consent shall not be unreasonably withheld.~~

\* \* \*

13.2 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon request. The owner(s) of each Unit may, at his own expense, obtain insurance coverage against damage to and loss of the contents of the Unit and comprehensive public liability. Any such policies of insurance purchased by a Unit owner shall, where such provision is available, contain a clause providing that the insurer waives its right to subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees. To the extent permitted by law, the Association may obtain a single policy for all condominiums operated by the Association.

\* \* \*

~~15.15 (THIS SECTION IS DELETED.) Development. Until Declarant has completed and conveyed all of the Units, neither Unit owners nor the Association shall interfere with the completion of the proposed improvements and the sale of the Units. Declarant may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales/development office, model apartments, the showing of the Condominium Property and the display of signs showing Units for sale or for rent.~~

\* \* \*

19.2 By Association. There shall be no material alterations or substantial improvements or additions to the Common Elements in this Condominium except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which improvements, together with the costs thereof, have been approved by the owners voting in person or by proxy of Units to which fifty-one (51%) percent of the Common Elements in this Condominium are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units in this Condominium as Common Expenses. Acquisition of additional land shall be made and approved only in accord with the provisions of the Condominium Act.

\* \* \*


21. ~~(THIS SECTION IS DELETED.) ADDITIONAL RIGHTS OF DECLARANT. So long~~

~~as Declarant, or any mortgagees succeeding Declarant in title, shall own any Unit, it shall have the right to use any such unit as a model and/or office, to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests. Declarant additionally reserves the right to add additional recreational facilities or to expand the existing facilities without the necessity of obtaining the consent of the Unit owners or the Association.~~

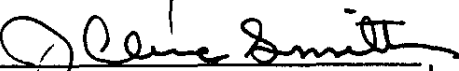
22. CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. The Association shall be operated as multicondominium association as defined in the Condominium Act and as such shall comply with a restrictions therein applicable to multicondominium associations, as may be amended from time to time, will be one of several members of Calusa Island Village Property Owners Association, Inc. (the "Master Association"), a Florida not-for-profit Corporation. In addition to the Association, other members of the Master Association will be such other condominium associations, property owners, or other persons or entities having an ownership or managerial interest in such other real property which is described in the Declaration of Restrictions and subjected to the Declaration of Restrictions in accordance with its terms. Individual Unit owners of GALUSA ISLAND VILLAGE ONE, A CONDOMINIUM, shall not have any proprietary or other rights in the Master Association, except to the extent that the Association receives benefits from the Master Association. The Master Association will make assessments against its members for its expenses, and those members, including the Association, shall be obligated to pay such assessments. Individual Unit owners in CALUSA ISLAND VILLAGE ONE, A CONDOMINIUM, shall be obligated to share in the expense of assessments due to the Master Association by the Association, and such expenses shall be deemed a Common Expense for owners of Units in GALUSA ISLAND VILLAGE ONE, A CONDOMINIUM. The Association, acting through its Board of Directors, shall exercise whatever voting powers accrue to the Association by virtue of membership in the Master Association. Title to the Units created hereunder shall be taken subject to this Declaration and the Declaration of Restrictions, and any amendments thereto. Said Declaration of Restrictions, among other things, imposes a burden and obligation upon the Condominium Property and other properties, for the maintenance and support of the Master Association. Nothing contained in the Declaration of Restrictions shall be construed to conflict with the powers and duties of the Condominium Association or the rights of the Unit owners as provided in the Florida Condominium Act.

Dated this 25<sup>th</sup> day of March, 2008.

Witnesses:

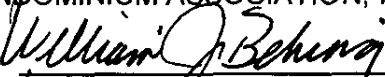
  
Signature of Witness

Beverly D. Gurian  
Print name of Witness

  
Signature of Witness

Cleo Smith  
Print name of Witness

CALUSA ISLAND VILLAGE ONE  
CONDOMINIUM ASSOCIATION, INC.

By:   
WILLIAM J. BERRIAC President

P.O. Box 1808  
Marco Island, FL 34146



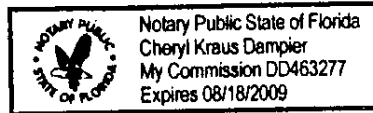
STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was executed before me this 25<sup>th</sup> day of March, 2008, by William S Behring as President, of CALUSA ISLAND VILLAGE ONE CONDOMINIUM ASSOCIATION, INC. , a Florida corporation not for profit, on behalf of the Association. She/He (choose one) () is personally known to me or () has provided \_\_\_\_\_ for identification and did not take an oath.

  
\_\_\_\_\_  
Signature of Notary Public

CHERYL KRAUS DAMPIER  
Print Name of Notary Public (SEAL)

My Commission Expires: 8-18-2009



**CERTIFICATE OF AMENDMENT**

**DECLARATION OF CONDOMINIUM  
CALUSA ISLAND VILLAGE TWO, A CONDOMINIUM**

WE HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Calusa Island Village Two, a Condominium, which Declaration is recorded at O.R. Book 3936, Page 0700, of the Public Records of Collier County, Florida, were duly proposed by the Board of Directors and adopted by the Association membership at the duly noticed annual member's meeting of the Association on the 25<sup>th</sup> day of March, 2008. Said amendments were passed by the concurrence of at least seventy-five percent (75%) of the unit owners present in person or by proxy and voting at the meeting.

**Note: New language is underlined; language being deleted is shown in struck through type.**

4. **DESCRIPTION OF CONDOMINIUM PROPERTY.** The improvements ~~that may be~~ constructed on the Condominium Property consists of fourteen (14) residential Units located in seven (7) buildings. Each "Unit" is identified by a number designation or a combination of letters and numbers. A graphic description (plot plan) of the building in which the units are to be located is annexed hereto and made a part hereof as Exhibit "B". Exhibit "B", consisting of the Land survey, plot plan, and a description and floor plans of the proposed improvements hereon, together with this Declaration, identify the "Common Elements", "Limited Common Elements", each "Unit" and their relative locations and approximate dimensions. ~~The improvements are further described as:~~

~~4.1 — The Condominium will initially consist of one (1) building, containing two (2) units (Phase Eight). The Condominium may, at the election of the Declarant, be expanded by adding an additional six (6) residential phases, for a total of seven (7) residential phases. Each additional phase will contain one (1) building with a maximum of two (2) residential condominium units each for a maximum total of fourteen (14) condominium units. The maximum number of buildings and units on a per phase basis and total number of units is as follows:~~

PHASE NO.	MAX. NO. OF BLDGS	MIN. & MAX. NO. OF UNITS	TOTAL MAX. NO. OF UNITS
EIGHT	1	2/2	2
NINE	1	1/2	2
TEN	1	1/2	2
ELEVEN	1	1/2	2
TWELVE	1	1/2	2
THIRTEEN	1	1/2	2
FOURTEEN	1	1/2	2

~~4.2 — Phases. The Declarant intends but is not obligated to develop this condominium in seven (7) phases, Phases 8 through Phase 14, as more particularly described in Section 4.1 of this Declaration. Phases Eight and is legally described in Exhibit "A-8". Phase Eight is submitted to the condominium form of ownership by this Declaration. The remainder of the phases may be submitted to the condominium form of ownership at the sole election and discretion of the Declarant, without being under any obligation to do so. That portion of the Land described herein as Phase Nine through Fourteen is legally described in Exhibit "A-9" through Exhibit "A-14", respectively. If the Declarant has not submitted all phases to the condominium form of ownership within seven (7) years of recording this Declaration in the Public Records of Collier County, Florida, the right to add additional phases shall expire. Phases may be dedicated in any order, and thus may not be dedicated sequentially. Except as otherwise provided in this Declaration, all restrictions in this Declaration will apply only to phases submitted to the condominium form of ownership. In the event the Declarant does not submit a phase or phases to the condominium form of ownership, the Declarant shall have the right to develop the remainder of the undedicated land in any manner it deems appropriate, including the creation of another condominium or condominiums. No time share units will or may be created with respect to units in any phase.~~

~~4.3 — The Developer reserves the right to choose not to add additional phases to this Condominium. In that event, the Developer may, but is not obligated, make non-material changes to the plot plans and legal descriptions for additional phases to add more space between such buildings as will constitute Calusa Island Village Two, over all of the lands described in Exhibits "A-8" through "A-14", or Developer may utilize such lands that are not dedicated as a portion of property owned by the Master Association, as defined herein, for any other lawful purpose including, but not limited to, a different residential condominium.~~

~~4.4 — Buildings. The Land dedicated as Phase Eight of the Condominium shall contain two residential units known as the Abaco model, as depicted on Exhibit B. Each additional Phase, if and when dedicated, shall consist of one building. Developer anticipates that each building will contain two (2) units, but reserves the right to construct one unit in a building. Developer anticipates that each building, if constructed and dedicated to the Condominium, will either contain the Abaco, Aruba, Bimini II, or Bimini III units, and depicted on Exhibit B. However, Developer reserves the right to modify said floor plans, or dedicate units containing different floor plans, so long as the exterior of the buildings dedicated is aesthetically compatible with the building comprising Phase Fifteen of the Condominium. Developer makes no warranty nor representation as to what floor plans will be located in any building, as the type of floor plan constructed shall primarily be determined by market demand. In no event shall any unit contain less than 1300 square feet of enclosed (air conditioned) living area, nor more than 2500 square feet of enclosed (air conditioned) living area; provided, however, any building containing only one condominium unit may comprise a maximum of 5000 square feet of enclosed (air conditioned) living area.~~

~~4.1 5 Other Improvements. In addition to and as a part of the building situated thereon, the Condominium Property also includes parking areas, storage areas, walkways, drives, landscaping, underground structures and other improvements which are part of and located within the residential building, such as elevators, wires, cables, drains, pipes, ducts, conduits, valves and fittings.~~

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~~7. COMMON EXPENSES AND COMMON SURPLUS. The term "Common Expenses", as used herein, shall mean all expenses for which all the owners of residential Units~~

in the Condominium shall be liable to the Association for expenses related to this Condominium and for expenses related to the operation of the Association and the common properties within Calusa Island Village. The term "Common Surplus", as used herein, shall mean the excess of all receipts of the Association plus that owner's share of the common surplus of funds collected for this Condominium, including, without limitation, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses. All of the owners of Units shall share the Common Expenses and shall own the Common Surplus for this Condominium on an equal undivided basis of one-fourteenth (1/14) per unit, and shall share in the Common Expenses and Common Surplus of the Association relative to the Common Properties in Calusa Island Village in the proportions or percentages set forth in the Declaration of Restrictions schedule annexed hereto and made a part hereof as Exhibit "C".

~~Pursuant to applicable provisions of Florida law, the Declarant has elected to pay the share of Common Expenses due with respect to Units owned by it, and to not guarantee to Unit owners other than the Declarant that assessments for Common Expenses due in respect to the Units will not exceed certain stated amounts.~~

\* \* \*

9. NAME OF ASSOCIATION. The entity responsible for the operation of the Condominium shall be CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. ~~CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC.~~, a Florida Corporation not for profit (the "Association" or "Master Association"). A copy of the Articles of Incorporation for the Association is annexed hereto and made a part hereof as Exhibit "D". The Association shall administer and manage the Condominium Property; provided that, the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations.

\* \* \*

11. AMENDMENT OF DECLARATION. ~~Except for amendments which Declarant is authorized and/or obligated elsewhere herein to make, and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:~~

11.1 Notice. Notice of the subject matter of any proposed amendment to this Declaration shall be provided to each owner of a Unit in this Condominium with ~~included in~~ the notice of any meeting at which such proposed amendment is to be considered.

11.2 Proposal. Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors present at any duly noticed regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by the owners of a majority of the Units in this Condominium, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

11.3 Adoption. Any amendment to this Declaration so proposed by the Board or the owners in this Condominium ~~members of the Association~~ shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may

be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of members in person or by proxy owning Units to which not less than fifty-one (51%) percent of the Common Elements in this Condominium are appurtenant. Notwithstanding the foregoing, any amendment so proposed may be adopted, without a formal meeting of the members by an instrument executed and acknowledged with the formalities of a deed by members owning Units to which not less than fifty-one (51%) percent of the Common Elements in this Condominium are appurtenant.

11.4 Proviso. No amendment shall:

(1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld, or

(2) ~~Unlawfully~~ discriminate against any Unit owner or against any Unit or building comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld, or

(3) Increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment; provided, however, such consent shall not be unreasonably withheld, or

(4) Make any substantial change in Article 13 hereof, entitled "Insurance", nor in Article 14 hereof, entitled "Reconstruction or Repair After Casualty", unless the record owners of all mortgages held by Institutional Lenders encumbering Units shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld, or

(5) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Surplus, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment; provided, however, such consent shall not be unreasonably withheld, and Declarant shall have the right to record amendments adding additional Phases of development to the Condominium, which necessarily will change each Unit's undivided share of the Common Elements and Common Surplus, without notice to, or the consent of, any third party; or

~~(i) Increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment; provided, however, such consent shall not be unreasonably withheld; or~~

~~(ii) Make any substantial change in Article 13 hereof, entitled "Insurance", nor in Article 14 hereof, entitled "Reconstruction or Repair After Casualty", unless the record owners of all mortgages held by Institutional Lenders encumbering Units shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld; or~~

~~(iii) Amend the provisions of Article 21 hereof without Declarant's joinder and consent so long as it holds any Unit for sale in the ordinary course of business.~~

\* \* \*

#### 11.8 — Amendments by Declarant.

Declarant reserves the right to amend this Declaration, and any exhibits hereto, for any one or more of the following purposes:

~~(1) To correct any errors or omissions not affecting the rights of Unit owners, lienors or Mortgagees.~~

~~(2) For purpose of adding a Certificate of Surveyor as provided in Section 718.104(4)(e) or other sections of the Florida Statutes.~~

~~(3) To make reasonable changes to the Condominium Property or Units that do not materially or adversely affect the interest of Mortgagees, nor the Unit owners, nor the Unit owner's share of the Common Elements.~~

~~(4) To dedicate additional phases to the condominium form of ownership.~~

Any such amendment need be executed and acknowledged only by the Declarant and need not be approved by the Association, Unit owners, lienors or Mortgagees, whether or not elsewhere required for amendments:

~~11.9 — Consent to Amendments by Construction Loan Mortgagee. — Notwithstanding contrary provisions of this Declaration, the Articles of Incorporation or the By-Laws, as long as the construction loan mortgage from Declarant is not completely satisfied of record and continues to encumber any portion of the Condominium Property, neither the Declarant nor the Association for as long as the Declarant retains control thereof, shall make amendments to this Declaration, the~~

~~Articles of Incorporation or the By-Laws without the prior written consent of such mortgagee; nor shall the Declarant exercise any option or privilege provided for in Section 21 of this Declaration without such prior written consent; provided, however, such consent shall not be unreasonably withheld.~~

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13.2 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon request. The owner(s) of each Unit may, at his own expense, obtain insurance coverage against damage to and loss of the contents of the Unit and comprehensive public liability. Any such policies of insurance purchased by a Unit owner shall, where such provision is available, contain a clause providing that the insurer waives its right to subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees. To the extent permitted by law, the Association may obtain a single policy for all condominiums operated by the Association.

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15.15 ~~(THIS SECTION IS DELETED.)~~ Development.—~~Until Declarant has completed and conveyed all of the Units, neither Unit owners nor the Association shall interfere with the completion of the proposed improvements and the sale of the Units. Declarant may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales/development office, model apartments, the showing of the Condominium Property and the display of signs showing Units for sale or for rent.~~

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19.2 By Association. There shall be no material alterations or substantial improvements or additions to the Common Elements in this Condominium except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which improvements, together with the costs thereof, have been approved by the owners voting in person or by proxy of Units to which fifty-one (51%) percent of the Common Elements in this Condominium are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units in this Condominium as Common Expenses. Acquisition of additional land shall be made and approved only in accord with the provisions of the Condominium Act.

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21. ~~(THIS SECTION IS DELETED.)~~ ADDITIONAL RIGHTS OF DECLARANT. ~~So long~~

as Declarant, or any mortgagees succeeding Declarant in title, shall own any Unit, it shall have the right to use any such unit as a model and/or office, to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests. Declarant additionally reserves the right to add additional recreational facilities or to expand the existing facilities without the necessity of obtaining the consent of the Unit owners or the Association:

22. CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. The Association shall be operated as multicondominium association as defined in the Condominium Act and as such shall comply with a restrictions therein applicable to multicondominium associations, as may be amended from time to time. will be one of several members of Calusa Island Village Property Owners Association, Inc. (the "Master Association"), a Florida not-for-profit Corporation. In addition to the Association, other members of the Master Association will be such other condominium associations, property owners, or other persons or entities having an ownership or managerial interest in such other real property which is described in the Declaration of Restrictions and subjected to the Declaration of Restrictions in accordance with its terms. Individual Unit owners of CALUSA ISLAND VILLAGE TWO, A CONDOMINIUM, shall not have any proprietary or other rights in the Master Association, except to the extent that the Association receives benefits from the Master Association. The Master Association will make assessments against its members for its expenses, and those members, including the Association, shall be obligated to pay such assessments. Individual Unit owners in CALUSA ISLAND VILLAGE TWO, A CONDOMINIUM, shall be obligated to share in the expense of assessments due to the Master Association by the Association, and such expenses shall be deemed a Common Expense for owners of Units in CALUSA ISLAND VILLAGE TWO, A CONDOMINIUM. The Association, acting through its Board of Directors, shall exercise whatever voting powers accrue to the Association by virtue of membership in the Master Association. Title to the Units created hereunder shall be taken subject to this Declaration and the Declaration of Restrictions, and any amendments thereto. Said Declaration of Restrictions, among other things, imposes a burden and obligation upon the Condominium Property and other properties, for the maintenance and support of the Master Association. Nothing contained in the Declaration of Restrictions shall be construed to conflict with the powers and duties of the Condominium Association or the rights of the Unit owners as provided in the Florida Condominium Act.

Dated this 25<sup>th</sup> day of March, 2008.

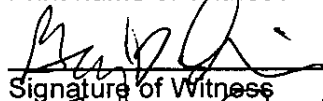
Witnesses:



Signature of Witness

WILLIAM J. BEITRING

Print name of Witness

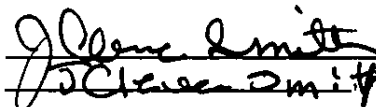


Signature of Witness

Barry D. Curran

Print name of Witness

CALUSA ISLAND VILLAGE TWO  
CONDOMINIUM ASSOCIATION, INC.

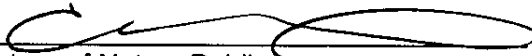
By:   
J. Glenn Smith Resident

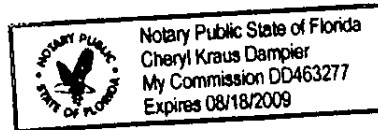
P.O. Box 1808  
Marco Island, FL 34146



STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was executed before me this 25<sup>th</sup> day of March, 2008, by J. Cleve Smith as President, of CALUSA ISLAND VILLAGE TWO CONDOMINIUM ASSOCIATION, INC. , a Florida corporation not for profit, on behalf of the Association. She/He (choose one) () is personally known to me or () has provided \_\_\_\_\_ for identification and did not take an oath.

  
Signature of Notary Public  
CHERYL KRAUS DAMPIER  
Print Name of Notary Public (SEAL)  
My Commission Expires: 8-18-2009



**CERTIFICATE OF AMENDMENT**

**DECLARATION OF CONDOMINIUM  
CALUSA ISLAND VILLAGE THREE, A CONDOMINIUM**

WE HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Calusa Island Village Three, a Condominium, which Declaration is recorded at O.R. Book 3984, Page 0131, of the Public Records of Collier County, Florida, were duly proposed by the Board of Directors and adopted by the Association membership at the duly noticed annual member's meeting of the Association on the 25<sup>th</sup> day of March, 2008. Said amendments were passed by the concurrence of at least seventy-five percent (75%) of the unit owners present in person or by proxy and voting at the meeting.

**Note: New language is underlined; language being deleted is shown in struck through type.**

4. **DESCRIPTION OF CONDOMINIUM PROPERTY.** The improvements that may be constructed on the Condominium Property consists of sixteen (16) residential Units located in eight (8) buildings. Each "Unit" is identified by a number designation or a combination of letters and numbers. A graphic description (plot plan) of the building in which the units are to be located is annexed hereto and made a part hereof as Exhibit "B". Exhibit "B", consisting of the Land survey, plot plan, and a description and floor plans of the proposed improvements hereon, together with this Declaration, identify the "Common Elements", "Limited Common Elements", each "Unit" and their relative locations and approximate dimensions. ~~The improvements are further described as:~~

~~4.1 The Condominium will initially consist of one (1) building containing two (2) units (Phase Fifteen). The Condominium may, at the election of the Declarant, be expanded by adding an additional seven (7) residential phases, for a total of eight (8) residential phases. Each additional phase will contain one (1) building with a maximum of two (2) residential condominium units each for a maximum total of sixteen (16) condominium units. The maximum number of buildings and units on a per phase basis and total number of units is as follows:~~

PHASE NO.	MAX. NO. OF BLDGS	MIN. & MAX. NO. OF UNITS	TOTAL MAX. NO. OF UNITS
FIFTEEN	1	2/2	2
SIXTEEN	1	1/2	2
SEVENTEEN	1	1/2	2
EIGHTEEN	1	1/2	2
NINETEEN	1	1/2	2
TWENTY	1	1/2	2
TWENTY-ONE	1	1/2	2
TWENTY-TWO	1	1/2	2

~~4.2 — Phases. The Declarant intends but is not obligated to develop this condominium in eight (8) phases, Phases 15 through Phase 22, as more particularly described in Section 4.1 of this Declaration. Phase Fifteen land is legally described in Exhibit "A-15". Phase Fifteen is submitted to the condominium form of ownership by this Declaration. The remainder of the phases may be submitted to the condominium form of ownership at the sole election and discretion of the Declarant, without being under any obligation to do so. That portion of the Land described herein as Phase Sixteen through Twenty-Two. Twenty-Two is legally described in Exhibit "A-16" through Exhibit "A-22", respectively. If the Declarant has not submitted all phases to the condominium form of ownership within seven (7) years of recording this Declaration in the Public Records of Collier County, Florida, the right to add additional phases shall expire. Phases may be dedicated in any order, and thus may not be dedicated sequentially. Except as otherwise provided in this Declaration, all restrictions in this Declaration will apply only to phases submitted to the condominium form of ownership. In the event the Declarant does not submit a phase or phases to the condominium form of ownership, the Declarant shall have the right to develop the remainder of the undedicated land in any manner it deems appropriate, including the creation of another condominium or condominiums. No time share units will or may be created with respect to units in any phase.~~

~~4.3 — The Developer reserves the right to choose not to add additional phases to this Condominium. In that event, the Developer may, but is not obligated, make non-material changes to the plot plans and legal descriptions for additional phases to add more space between such buildings as will constitute Calusa Island Village Three, over all of the lands described in Exhibits "A-15" through "A-22"; or Developer may utilize such lands that are not dedicated as a portion of property owned by the Master Association, as defined herein, for any other lawful purpose including, but not limited to, a different residential condominium.~~

~~4.4 — Buildings. The Land dedicated as Phase Fifteen of the Condominium shall contain two residential units known as the Abaco model, as depicted on Exhibit B. Each additional Phase, if and when dedicated, shall consist of one building. Developer anticipates that each building will contain two (2) units, but reserves the right to construct one unit in a building. Developer anticipates that each building, if constructed and dedicated to the Condominium, will either contain the Abaco, Aruba, Bimini II, or Bimini III units, and depicted on Exhibit B. However, Developer reserves the right to modify said floor plans, or dedicate units containing different floor plans, so long as the exterior of the buildings dedicated is aesthetically compatible with the building comprising Phase Fifteen of the Condominium. Developer makes no warranty nor representation as to what floor plans will be located in any building, as the type of floor plan constructed shall primarily be determined by market demand. In no event shall any unit contain less than 1300 square feet of enclosed (air conditioned) living area, nor more than 2500 square feet of enclosed (air conditioned) living area; provided, however, any building containing only one condominium unit may comprise a maximum of 5000 square feet of enclosed (air conditioned) living area.~~

4.15 Other Improvements. In addition to and as a part of the building situated thereon, the Condominium Property also includes parking areas, storage areas, walkways, drives, landscaping, underground structures and other improvements which are part of and located within the residential building, such as elevators, wires, cables, drains, pipes, ducts, conduits, valves and fittings.

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7. COMMON EXPENSES AND COMMON SURPLUS. The term "Common Expenses", as used herein, shall mean all expenses for which all the owners of residential Units in the Condominium shall be liable to the Association for expenses related to this Condominium and for expenses related to the operation of the Association and the common properties within Calusa Island Village. The term "Common Surplus", as used herein, shall mean the excess of all receipts of the Association plus that owner's share of the common surplus of funds collected for this Condominium, including, without limitation, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses. All of the owners of Units shall share the Common Expenses and shall own the Common Surplus for this Condominium on an equal undivided basis of one-sixteenth (1/16) per unit, and shall share in the Common Expenses and Common Surplus of the Association relative to the Common Properties in Calusa Island Village in the proportions or percentages set forth in the Declaration of Restrictions schedule annexed hereto and made a part hereof as Exhibit "C".

~~Pursuant to applicable provisions of Florida law, the Declarant has elected to pay the share of Common Expenses due with respect to Units owned by it, and to not guarantee to Unit owners other than the Declarant that assessments for Common Expenses due in respect to the Units will not exceed certain stated amounts.~~

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9. NAME OF ASSOCIATION. The entity responsible for the operation of the Condominium shall be CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. ~~CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC.~~, a Florida Corporation not for profit (the "Association" or "Master Association"). A copy of the Articles of Incorporation for the Association is annexed hereto and made a part hereof as Exhibit "D". The Association shall administer and manage the Condominium Property; provided that, the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations.

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11. AMENDMENT OF DECLARATION. ~~Except for amendments which Declarant is authorized and/or obligated elsewhere herein to make, and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:~~

11.1 Notice. Notice of the subject matter of any proposed amendment to this Declaration shall be provided to each owner of a Unit in this Condominium with ~~included in the~~ notice of any meeting at which such proposed amendment is to be considered.

11.2 Proposal. Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors present at any duly noticed regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by the owners of a majority of the Units in this Condominium, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

11.3 Adoption. Any amendment to this Declaration so proposed by the Board or the owners in this Condominium ~~members of the Association~~ shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief

executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of members in person or by proxy owning Units to which not less than fifty-one (51%) percent of the Common Elements in this Condominium are appurtenant. Notwithstanding the foregoing, any amendment so proposed may be adopted, without a formal meeting of the members by an instrument executed and acknowledged with the formalities of a deed by members owning Units to which not less than fifty-one (51%) percent of the Common Elements in this Condominium are appurtenant.

11.4 Proviso. No amendment shall:

(1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld, or

(2) ~~Unlawfully~~ discriminate against any Unit owner or against any Unit or building comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld, or

(3) Increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment; provided, however, such consent shall not be unreasonably withheld, or

(4) Make any substantial change in Article 13 hereof, entitled "Insurance", nor in Article 14 hereof, entitled "Reconstruction or Repair After Casualty", unless the record owners of all mortgages held by Institutional Lenders encumbering Units shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld, or

(5) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Surplus, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment; provided, however, such consent shall not be unreasonably withheld, and Declarant shall have the right to record amendments adding additional Phases of development to the Condominium, which necessarily will change each Unit's undivided share of the Common Elements and Common Surplus, without notice to, or the consent of, any third party; or

~~(i) Increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment; provided, however, such consent shall not be unreasonably withheld; or~~

~~(ii) Make any substantial change in Article 13 hereof, entitled "Insurance", nor in Article 14 hereof, entitled "Reconstruction or Repair After Casualty"; unless the record owners of all mortgages held by Institutional Lenders encumbering Units shall join in the execution and acknowledgment of the amendment; provided, however, such consent shall not be unreasonably withheld; or~~

~~(iii) Amend the provisions of Article 21 hereof without Declarant's joinder and consent so long as it holds any Unit for sale in the ordinary course of business.~~

\* \* \*

#### 11.8 — Amendments by Declarant.

Declarant reserves the right to amend this Declaration, and any exhibits hereto, for any one or more of the following purposes:

~~(1) To correct any errors or omissions not affecting the rights of Unit owners, lienors or Mortgagees.~~

~~(2) For purpose of adding a Certificate of Surveyor as provided in Section 718.104(4)(e) or other sections of the Florida Statutes.~~

~~(3) To make reasonable changes to the Condominium Property or Units that do not materially or adversely affect the interest of Mortgagees, nor the Unit owners, nor the Unit owner's share of the Common Elements.~~

~~(4) To dedicate additional phases to the condominium form of ownership.~~

Any such amendment need be executed and acknowledged only by the Declarant and need not be approved by the Association, Unit owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

~~11.9 — Consent to Amendments by Construction Loan Mortgagee. Notwithstanding contrary provisions of this Declaration, the Articles of Incorporation or the By-Laws, as long as the construction loan mortgage from Declarant is not completely satisfied of record and continues to encumber any portion of the Condominium Property, neither the Declarant nor the Association for as long as the Declarant retains control thereof, shall make amendments to this Declaration, the~~

~~Articles of Incorporation or the By-Laws without the prior written consent of such mortgagee; nor shall the Declarant exercise any option or privilege provided for in Section 21 of this Declaration without such prior written consent; provided, however, such consent shall not be unreasonably withheld:~~

\* \* \*

13.2 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon request. The owner(s) of each Unit may, at his own expense, obtain insurance coverage against damage to and loss of the contents of the Unit and comprehensive public liability. Any such policies of insurance purchased by a Unit owner shall, where such provision is available, contain a clause providing that the insurer waives its right to subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees. To the extent permitted by law, the Association may obtain a single policy for all condominiums operated by the Association.

\* \* \*

15.15 ~~(THIS SECTION IS DELETED.)~~ Development. ~~Until Declarant has completed and conveyed all of the Units, neither Unit owners nor the Association shall interfere with the completion of the proposed improvements and the sale of the Units. Declarant may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales/development office, model apartments, the showing of the Condominium Property and the display of signs showing Units for sale or for rent.~~

\* \* \*

19.2 By Association. There shall be no material alterations or substantial improvements or additions to the Common Elements in this Condominium except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which improvements, together with the costs thereof, have been approved by the owners voting in person or by proxy of Units to which fifty-one (51%) percent of the Common Elements in this Condominium are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units in this Condominium as Common Expenses. Acquisition of additional land shall be made and approved only in accord with the provisions of the Condominium Act.

\* \* \*

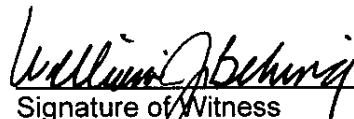
21. ~~(THIS SECTION IS DELETED.)~~ ADDITIONAL RIGHTS OF DECLARANT. ~~So long~~

as Declarant, or any mortgagees succeeding Declarant in title, shall own any Unit, it shall have the right to use any such unit as a model and/or office, to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests. Declarant additionally reserves the right to add additional recreational facilities or to expand the existing facilities without the necessity of obtaining the consent of the Unit owners or the Association.

22. CALUSA ISLAND VILLAGE PROPERTY OWNERS ASSOCIATION, INC. The Association shall be operated as multicondominium association as defined in the Condominium Act and as such shall comply with a restrictions therein applicable to multicondominium associations, as may be amended from time to time, will be one of several members of Calusa Island Village Property Owners Association, Inc. (the "Master Association"), a Florida not-for-profit Corporation. In addition to the Association, other members of the Master Association will be such other condominium associations, property owners, or other persons or entities having an ownership or managerial interest in such other real property which is described in the Declaration of Restrictions and subjected to the Declaration of Restrictions in accordance with its terms. Individual Unit owners of CALUSA ISLAND VILLAGE THREE, A CONDOMINIUM, shall not have any proprietary or other rights in the Master Association, except to the extent that the Association receives benefits from the Master Association. The Master Association will make assessments against its members for its expenses, and those members, including the Association, shall be obligated to pay such assessments. Individual Unit owners in CALUSA ISLAND VILLAGE THREE, A CONDOMINIUM, shall be obligated to share in the expense of assessments due to the Master Association by the Association, and such expenses shall be deemed a Common Expense for owners of Units in CALUSA ISLAND VILLAGE THREE, A CONDOMINIUM. The Association, acting through its Board of Directors, shall exercise whatever voting powers accrue to the Association by virtue of membership in the Master Association. Title to the Units created hereunder shall be taken subject to this Declaration and the Declaration of Restrictions, and any amendments thereto. Said Declaration of Restrictions, among other things, imposes a burden and obligation upon the Condominium Property and other properties, for the maintenance and support of the Master Association. Nothing contained in the Declaration of Restrictions shall be construed to conflict with the powers and duties of the Condominium Association or the rights of the Unit owners as provided in the Florida Condominium Act.

Dated this 25<sup>th</sup> day of March, 2008.

Witnesses:

  
Signature of Witness

WILLIAM J. BEHRING  
Print name of Witness

  
Signature of Witness

J. Cleve Smith  
Print name of Witness

CALUSA ISLAND VILLAGE THREE  
CONDOMINIUM ASSOCIATION, INC.

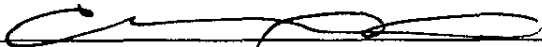
By:   
Borge D. Givins, President

P. O. Box 1808  
Marco Island, FL 34146



STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was executed before me this 25<sup>th</sup> day of March, 2008, by Barry D. Quinn as President, of CALUSA ISLAND VILLAGE THREE CONDOMINIUM ASSOCIATION, INC. , a Florida corporation not for profit, on behalf of the Association. She/He (choose one) () is personally known to me or () has provided \_\_\_\_\_ for identification and did not take an oath.

  
Signature of Notary Public  
CHERYL KRAUS DAMPIER  
Print Name of Notary Public (SEAL)  
My Commission Expires: 8-18-2009

