

DECLARATION

OF

CONDOMINIUM

**NOTE: SUBSTANTIAL AMENDMENT OF DECLARATION OF CONDOMINIUM,
BY-LAWS, AND ARTICLES OF INCORPORATION: FOR PRESENT TEXT
SEE EXISTING DECLARATION OF CONDOMINIUM; BYLAWS, AND
ARTICLES OF INCORPORATION**

TURTLE LAKE GOLF COLONY CONDOMINIUM APARTMENTS NO. ONE, INC.

RECITALS

WHEREAS, heretofore the developer of Turtle Lake Golf Colony recorded thirteen (13) separate Declarations of Condominium One for each of the thirteen (13) buildings in the Public Records of Collier County, Florida as follows:

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. A at Official Records Book 860, Page 1939;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. One at Official Records Book 583, Page 652;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Two at Official Records Book 595, Page 116;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Three at Official Records Book 700, Page 830;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Four at Official Records Book 776, Page 335;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Five at Official Records Book 790, Page 1544;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Six at Official Records Book 803, Page 1390;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Seven at Official Records Book 747, Page 1532;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Eight at Official Records Book 654, Page 1316;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Nine at Official Records Book 855, Page 350;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Ten at Official Book 566, Page 365;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Eleven at Official Records Book 835, Page 479;

Declaration of Condominium, Turtle Lake Golf Colony Condominium
Apartments, Building No. Twelve at Official Records Book 820, Page 197;

DECLARATION OF CONDOMINIUM
OF
FLORIDA NON-PROFIT CORPORATION

Originally a separate Declaration of Condominium was filed for each of the thirteen (13) buildings at Turtle Lake Golf Colony Condominium. These thirteen Declarations of Condominium have herein been substantially revised and combined into one Declaration of Condominium plus Exhibits "A", 1, 2, and 3 which will hereinafter serve the needs of all thirteen (13) buildings. Exhibit 4 Long Term Lease and Exhibit 5 Management Firm are hereby dropped as they terminated December 31, 1983. Also, heretofore Turtle Lake Golf Colony consisted of two (2) separate Condominium Associations. Turtle Lake Golf Colony Condominium Apartments Number One (1), Inc., managed and operated buildings numbered 1, 2, and 10. Turtle Lake Golf Colony Condominium Apartments Number Two (2), Inc., managed and operated buildings numbered 3, 4, 5, 6, 7, 8, 9, 11, 12, and A. Both of the Condominium Associations had it's own Board of Directors. Also, both of the Condominium Associations were not-for-profit corporations.

The members of Turtle Lake Golf Colony Condominium Apartments Number One (1), Inc., and the members of Turtle Lake Golf Colony Condominium Apartments Number Two (2), Inc., voted to merge the two (2) Associations into one single survivor corporation, Turtle Lake Golf Colony Condominium Apartments Number One (1), Inc., to manage the sole surviving corporation pursuant to the Articles of Merger of Turtle Lake Golf Colony Condominium Apartments Number Two (2), into Turtle Lake Golf Colony Condominium Apartments Number One (1). Said merger was dated November 3, 1992, and recorded at Official Records Book 1784, page 2281, of the Public Records of Collier County, Florida.

Turtle Lake Golf Colony Condominium Apartments Number One (1), Inc., the surviving corporation amends and restates its Declaration of Condominium plus Exhibits as set forth herein.

These Amended and Restated Declaration of Condominium and Exhibits thereto are made by Turtle Lake Golf Colony Apartments Number One (1), Inc., the surviving corporation, a not-for-profit corporation (hereinafter referred to as the Association) organized under the laws of the State of Florida to manage and operate a residential condominium pursuant to the Florida Condominium Act. This document revokes and supersedes all prior Declarations of the thirteen buildings in their entirety.

TURTLE LAKE COLONY CONDOMINIUM ASSOCIATION

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DECLARATION OF CONDOMINIUM

TURTLE LAKE GOLF COLONY CONDOMINIUM APTS., INC. NO. 1 BUILDINGS A, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

ARTICLE I SUBMISSION STATEMENT

The Corporation whose name appears at the end of this Declaration as Developer, being the owner of record of the fee simple title to the real property situate, lying and being in Collier County, Florida, as more particularly described and set forth as the Condominium property in the Survey Exhibits attached hereto as "Exhibit No. 1", which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by unit owners), hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 718 Et. Seq (hereinafter referred to as the "Condominium Act"), and the provisions of said act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

Definitions: As used in this Declaration of Condominium and By-Laws and other Exhibits attached hereto, and all Amendments thereof, Unless the context otherwise requires, the following definitions shall prevail.

A. Declaration: or Declaration of Condominium, or Enabling declaration, means this instrument, as it may be from time to time amended.

B. Association: means the Florida non-profit Corporation whose name appears at the end of this Declaration as "Association", said Association being the entity responsible for the operation of the Condominium.

C. By-Laws: means the By-Laws of the Association specified above as they exist from time to time.

D. Common Elements: means the portions of the Condominium property not included in the Units.

E. Limited Common Elements: means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units as specified in this Declaration of Condominium.

F. Condominium: means that form of ownership of real property which is created pursuant to the provisions of Chapter 718, Florida Statutes, and which is comprised of units that may be owned by one or more persons, and there is appurtenant to each unit an undivided share in the common elements.

G. Condominium Act: means and refers to the Condominium Act of the State of Florida (F.S. 718 Et. Seq.)

H. Common Expenses: means all expenses and assessments properly incurred by the Association for the condominium for which the unit owners are liable to the Association.

I. Common Surplus: means the excess of all receipts of the association from this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses of this Condominium.

J. Condominium Property: means and includes the lands and Lease-holds and personal property that are subjected to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto for use in connection with the condominium.

K. Assessment: means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the unit owner.

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

M. Condominium Unit: or Unit, is a Unit as defined in the Condominium Act, referring herein to each of the separate and identified units delineated in the Survey attached to the Declaration as Exhibit No. 1, and when the context permits, the Condominium parcel includes such unit, including its share of the common elements appurtenant thereto, The physical boundaries of each unit are as delineated in the Survey aforescribed, and are as more particularly described in Article III and Article XVIII-B or this Declaration.

N. Unit Owner, or owner of a Unit: means a record owner of a legal title to a Condominium parcel.

O. Institutional Mortgagee: means a Bank, Savings and Loan association, Insurance Company, or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a Real Estate or Mortgage Investment Trust, or a lender generally recognized as an Institutional type lender.

The mortgage may be placed through a Mortgage Title Company.

P. Occupant: means the person or persons, other than the unit owner, in possession of a unit.

Q. Condominium Documents: means this Declaration, the By-Laws, and all Exhibits annexed hereto, as the same may be amended from time to time. The term Condominium Documents may also mean, where applicable, Rules and Regulations. Prospectus or Offering Circular and the applicable required items under Chapter 718, Florida Statutes unless the context otherwise requires, and notwithstanding that some or all of said documents or items may or may not be Exhibits to the Declaration of Condominium and/or recorded in the Public Records of the County wherein the Condominium property is located.

R. Unless the context otherwise requires, all other terms used in this Declaration and Exhibits thereto shall be assumed to have the meaning attributed to said term by Part I of the Condominium Act as of the date of this Declaration.

S. The Turtle Lake Golf Colony Pool and Facilities means and refers to the initial and basic facilities, i.e., Parcel R-4, R-5, and R-6, as more particularly described and set forth in the Survey Exhibits attached hereto as Exhibit No. 1 and in Article XVII of this Declaration of Condominium. There may be additional recreation areas, i.e., satellite facilities and areas in the Turtle Lake Golf Colony Apts. Complex as more particularly set forth in Article XVII of this Declaration of Condominium.

T. The terms "Turtle Lake Golf Colony Condominium Apts. Complex" and "Turtle Lake Golf Colony Complex" and Complex where used throughout this Declaration and Exhibits attached thereto, shall mean the same.

U. The terms "percentage", "fraction", "proportion" and "share", where used throughout this Declaration and Exhibits attached thereto, shall mean the same unless the context shall otherwise provide or require.

V. See F.S. 718.103 for additional definitions.

ARTICLE II NAME

The name by which this' Condominium is to be identified is as specified at the top of page 1 of this Declaration.

ARTICLE III
IDENTIFICATION OF UNITS

The Condominium property consists essentially of units in the building(s) located on said Condominium property and all units are given identifying numbers and delineated on the Survey exhibits, collectively identified as "Exhibit No, 1, hereto attached and made a part of this Declaration. In buildings one through twelve the twelve units on the first floor are numbered 101-112, second floor 201 through 212, third floor 301 through 312 for each building. Building A has unit numbers 101 through 105 on the first floor and 201 through 205 on the second floor. There are only ten units in building A and there are 36 units in each of buildings 1 through 12. The unit numbers are prefixed by the building numbers (01-12) and (A-) as appropriate constituting a completely different identity for each of the 442 units. The aforesaid identifying numbers as to the units are also the identifying number as to the parcel. The said Exhibit No.1 also contains a survey of the land, graphic description of the improvements in which the units are located, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the common elements and each unit and provide accurate representations of their locations and dimensions. There shall be included in said Exhibit No.1, a Certificate or Certificates pursuant to and as required by F.S. 718,104(4)(e). The legend and notes contained within the said Exhibit are incorporated herein and made a part hereof by reference.

Where the provisions of F.S.718.104(3) and F.S. 718.104 (4)(m) are applicable to this Condominium, the party or parties required thereunder shall join in this Declaration or consent to same or execute a subordination or similar instrument or an appropriate non-disturbance agreement for the purpose of granting unit owners use rights for exclusive or non-exclusive easements for ingress and egress of such streets, walks and other rights-of-way etc. as required under F.S.718.104(3) and (4)(m).

ARTICLE IV
OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements, and the undivided interest, stated as percentages or fractions of such ownership in the said common elements and limited common elements, is set forth on Exhibit A which is annexed to this Declaration and made a part hereof.

The fee title to each Condominium parcel shall include both the Condominium unit and the above respective undivided interest

in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "common elements" when used throughout this Declaration, shall mean both common elements and limited common elements unless the context otherwise specifically requires.

ARTICLE V VOTING RIGHTS

There shall be one person with respect to each unit ownership who, shall be entitled to vote at any meeting of the Association and such person shall be known (and is hereinafter referred to) as a "Voting Member" If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a Corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

Each owner or group of owners shall be entitled to the number of votes equal to the number of units owned. The vote of a Condominium unit is not divisible.

ARTICLE VI COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium shall be shared by the unit owners, as specified and set forth in this Declaration and Exhibit A. The rules of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the use or non-use of any and all of the common elements.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as the percentage used to determine their monthly maintenance fee and special assessments as established in Exhibit A, Any common surplus being the excess of all receipts of the Association from this Condominium, including but not limited to, assessments, profits and revenues over the amount of the expenses of this Condominium.

ARTICLE VII
METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accord with the By-Laws. The amendment to be passed requires the affirmative vote of not less than two thirds of the unit owners per F.S.718.110(1)(a). When the Board of Directors unanimously approves the amendment/revision, only a majority of the voting interests is required. All amendments shall be recorded and certified as required by the Condominium Act. No amendment may change a Condominium unit's ownership interest in the common elements, expenses and ownership of the common surplus, nor the voting rights appurtenant to a unit. The configuration, size, or appurtenances may not be modified in any material fashion unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution of the amendment. Any holders of a mortgage of said affected unit must also provide written approval.

ARTICLE VIII
BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association which are set forth in Exhibit 2 which is annexed to this Declaration and made a part hereof.

No modification of or Amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would impair the validity or priority of any mortgage covering any Condominium parcel(s), or which would change the provisions of the By-Laws with respect to Institutional Mortgagees of record. Any Amendment to the By-Laws, as provided herein, shall be executed by the parties required in this Article and in Article VII above and said Amendment shall be recorded in the Public Records of Collier County, Florida.

ARTICLE IX
OPERATING ENTITY

The operating entity of the Condominium shall be the Florida non-profit Corporation whose name appears at the end of this Declaration, which is responsible for the operation of the Condominium specified in Article II above, said Association being organized and existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties

set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, a copy of said Articles of Incorporation being annexed hereto as Exhibit 3 and made a part hereof, and all the powers and duties necessary to operate the Condominium, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

Every owner of a Condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the said Association and the provisions of this Declaration. Membership in the Florida non-profit Corporation whose name appears at the end of this Declaration terminates upon the termination of ownership of a Condominium parcel in this Condominium.

ARTICLE X ASSESSMENTS

A. The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the common expenses of the Condominium property and such other assessments as are specifically provided for in this Declaration and Exhibits attached hereto. The Board of Directors may adopt a budget for the common expenses of the Condominium for the coming fiscal or calendar year in such amount as the Board of Directors deems necessary, and during a fiscal or calendar year, said Board of Directors may increase the assessments for common expenses of the Condominium and/or levy a special assessment for common expenses in such amount as the Board deems necessary.

B. The common expense shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration.

C. Assessments and installments that are unpaid for over (10)ten days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00 shall be due and payable. Regular assessments shall be due and payable monthly on the first day of the month.

D. The Association shall have a lien on each Condominium parcel for unpaid assessments, together with interest thereon, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal

property shall be subordinate to prior bona fide liens of record. Reasonable attorneys fees incurred by the Association incident to the collection of such assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have all the priorities established by said Act. The Association shall have the right to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through, or under said unit owners, the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant. The provisions of Article XVII herein as to liens for common expenses for the Turtle Lake Golf Colony Pool and Facilities shall be deemed included in this Article X.D. and the applicable terms and provisions of this Article X and all the paragraphs thereunder shall be deemed to include the applicable terms and provisions of Article XVII herein, unless the context otherwise requires.

E. Where the Mortgagee of a First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of a foreclosure of the First Mortgage, or when a First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of common expenses or assessments by the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel which became due prior to acquisition or title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or the unforeclosed mortgage where a Deed in lieu of foreclosure is obtained. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

F. Any person who acquires an interest in a unit except through foreclosure of a First Mortgage of record or by virtue of a Deed given in lieu of foreclosure, as specifically provided hereinabove, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any unit owner or group of unit owners, or to any third party. The provisions of F.S. 718.116(6) which are set forth in Paragraph E of this Article X are paramount to the applicable provisions of this paragraph.

ARTICLE XI

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR RENTAL OF UNITS--Association to have Right of Refusal

In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee. At least one member of the intended purchaser's or renter's or lessee's intended occupant must be at least fifty-five (55) years of age or older. A unit owner, before accepting any offer to sell, rent or lease his unit must deliver to the Association a written notice containing the terms of the offer he wishes to accept. The prospective buyer, renter, lessee must submit an application with authorization to review and fee of up to \$100 to the Association containing the names of references as to character, financial condition etc. Only after approval by the Association can an offer be consummated. The Association shall not unreasonably withhold its consent to the prospective sale, rental or lease. This approval action should take ten (10) days or less.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent to the Board of Directors of the intended rental, sale or lease within which to make a binding offer to rent, buy or lease, upon the same terms and conditions specified in the unit owner's notice. Thereupon the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his

notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease, or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two (2) Officers of the Association and shall be delivered to the purchaser or lessee, Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatever shall be deemed valid without the consent of the Board of Directors as herein set forth.

The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sub-lease be used or, in the alternative the Board of Directors' approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated. In no case shall a unit parcel be rented or Leased for less than one (1) month.

Where a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of Section A of this Article XI, The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration.

The Association may impose a Security Deposit to cover any possible damage to the common elements from each renter and lessee caused by said renter, lessee, their fellow occupants, and guests. Said Security Deposit shall not exceed the lessor of \$500.00 or a sum equal to one month's rent, & kept in escrow per part II of F.S.chapter 83, and F.S.718.112(2)(i).

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except to an Institutional Mortgagee, as herein before defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association, and said approval, if granted, shall be in recordable form executed by two (2) Officers of the Association. Where a unit owner sells his unit and takes back a mortgage, the approval of the Association shall not be required.

2. No judicial sale of a unit, nor any interest therein, shall be valid unless:-

a) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two (2) Officers of the Association and delivered to the purchaser; or,

b) The sale is a result of a public sale with open bidding.

3. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Directors of the Association, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI shall also apply to transfers by a unit owner to any member of his immediate family (viz: - spouse, children, or parents).

The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise, or involuntary or judicial sale.

In the event a unit owner dies and his unit is conveyed or bequeathed to some person, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons, the Board of Directors of the Association may, within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association, or within thirty (30) days from

the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium parcel. If the Board of Directors of the Association shall consent, ownership of the Condominium parcel may be transferred to the person or persons so designated who shall, thereupon, become the owner(s) of the Condominium parcel, subject to the provisions of the Enabling Declaration and the Exhibits attached thereto.

If, however, the Board of Directors of the Association shall refuse to consent then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash, the said Condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Senior judge of the Circuit Court in and for the area wherein the Condominium is located upon ten (10) days' notice on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel, or, such person or persons, or the legal representative of the deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Enabling Declaration and Exhibits attached hereto.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented, or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take possession subject to this Declaration, the By-Laws and Articles of Incorporation of the Association, as well as the provisions of the Condominium Act.

6. Special provision regarding Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees.

An Institutional First Mortgagee holding a mortgage on a Condominium parcel, upon becoming the owner of a Condominium parcel through foreclosure, or by deed in lieu of foreclosure or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses shall have the unqualified right to sell,

lease or otherwise transfer said unit including the fee ownership thereof, and, or to mortgage said parcel without prior offer to the Board of Directors of the Association, and without the prior approval of the Board of Directors.

ARTICLE XII:
INSURANCE PROVISIONS

A. LIABILITY INSURANCE:-

The Board of Directors of the Association shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the Condominium. The Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Premiums for the payment of such insurance shall be paid by the Board of Directors of the Association, and such premiums shall be charged as a common expense.

B. CASUALTY INSURANCE:-

1. Purchase of Insurance:- The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable personal property owned by the Association or included in the common elements in and for the interests of the Association, all Unit owners, and their Mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value of the improvements without deduction for depreciation but exclusive of excavation and foundation costs and in an amount equal to the value of the personal property owned by the Association or included in the common elements, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with insurance shall be paid by the Association, and shall be charged as a common expense.

The Institutional First Mortgagees owning and holding a first mortgage encumbering Condominium units in the Condominium property having an unpaid dollar indebtedness to \$100,000.00 or more shall have the right to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided and the amount thereof, and the further right to approve the Insurance Trustee. In the absence of the action of said mortgagees, the Association shall have the right without qualification.

2. Loss payable Provisions- Insurance Trustee: All policies purchased by the Association shall be for the benefit of and made payable to the Association and all unit owners and their

mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee which may be any bank in the State of Florida with trust powers as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". Mortgage Endorsements shall be issued as to said policies. All Institutional First Mortgagees who own and hold a First Mortgage on a Condominium unit shall have a right to receive a certified copy of the Insurance policy(s) which are obtained pursuant to this Article XII.B and the party responsible for obtaining said policy(s) shall cause certified copies of said policy(s) to be delivered to such Institutional First Mortgagees immediately upon written request by said Mortgagees, The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purpose elsewhere stated herein and for the benefit of the Association and the unit owners and their respective mortgagees in the following shares, but such shares need not be set forth upon the records of the Insurance Trustees.

(a) Common Elements: Proceeds on account of damage to common elements-an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Proceeds on account of Condominium units shall be in the following undivided shares.

(i) Partial Destruction- when units are to be repaired and restored-for the owners of the damaged units, in proportion to the cost of repairing the damage suffered by each unit owner.

(ii) Total Destruction- of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article, for the owners of all Condominium units-each owner's share being in proportion to his share in the common elements appurtenant to his Condominium unit.

(c) Mortgages: In the event a Mortgagee Endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the Mortgagee and the unit owners as their interests may appear, provided, however, that no mortgagee shall

have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

3. Distribution of Proceeds: Proceeds of Insurance Policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner :

(a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners- all remittance to unit owners and their mortgagee's being payable jointly to them.

This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

(c) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association, as to the names of the unit owners and their respective shares of the distribution, approved in writing by an Attorney authorized to practice law in the State of Florida, a Title Insurance Company, or Abstract Company authorized to do business in the State of Florida. Upon request of the Insurance

Trustee the Association, forthwith shall deliver such Certificate.

4. If loss shall occur within a single unit or units without damage to the common elements and/or the party wall between units, the provisions of Article XII.B.5 below shall apply.

5. Loss less than "Very Substantial": Where a loss or damage occurs within a unit or units or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial", (as hereinafter defined), it shall be obligatory upon the Association and the Unit owner(s) to repair, restore, and rebuild the damage caused by said loss. Where such loss is less than "very substantive":-

(a) The Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by Institutional First Mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but it is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association provided, however, that upon the request of an Institutional First Mortgagee, the written approval shall also be required of the Institutional First Mortgagee(s) owning and holding mortgages encumbering Condominium units in this Condominium where the unpaid balances due on said mortgages to said Institutional First Mortgagees are equal to \$300,000.00 or more. Should written approval be required, as aforesaid, it shall be said Mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the Certificate of the Association and the aforesaid Institutional First Mortgagee's written approval, if said Institutional First Mortgagee's approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee and execute any Affidavit required by law or by the Association, the aforesaid Institutional First Mortgagees and the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagees whose approval may be required, as aforescribed, shall have the right to require the Association to obtain a completion.

(d) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done) the Association shall promptly, upon the determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owner's share in the common elements, and against the individual owner for the portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors of the Association finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the Board of Directors of the Association shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

(e) No mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

6. "Very Substantial" Damage: As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per Article XII.B.1) becomes payable. Should such "very substantial" damage occur, then:-

(a) The Association shall promptly obtain reliable and detailed estimates of the cost and repair and restoration thereof.

(b) The Board of Directors of the Association shall ascertain as promptly as possible, the net amount of insurance proceeds available for restoration and repair. No mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

(c) Thereupon, a membership meeting shall be called by the Board of Directors of the Association to be held not later than sixty (60) days after the casualty to determine the wishes of the membership with reference to the termination of the Condominium, subject to the following:-

(i) If the net insurance proceeds available for restoration and repair are sufficient to cover the cost thereof so that no special assessment is required, then the Condominium property shall be restored and repaired unless two-thirds (2/3rds) of the total votes of the members of the Association shall vote

to terminate this Condominium, in which case the Condominium property shall be removed from the provisions of the law by the recording of an instrument terminating this Condominium in the Public Records of the County in which the Condominium is located, which said instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its president and secretary. The termination of the Condominium shall become effective upon the recording of said instrument and the unit owners shall thereupon become owners as tenants in common in the property, i.e., the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium and their undivided interests in the property shall be the same as their undivided interests in the common elements of this Condominium prior to its termination, and the mortgages and liens upon Condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common with the same priority as existed prior to the termination of the Condominium.

(ii) If the net available proceeds from insurance for restoration and repair are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the total votes of the members of the Association shall vote against such special assessment and to terminate this Condominium, then it shall be so terminated and the Condominium property removed from the provisions of the law as set forth in Paragraph 6(c)(i) above, and the unit owners shall be tenants in common in the property in such undivided interests-and all mortgages and liens upon the Condominium parcels shall encumber the undivided interests of such tenants in common, as is provided in said Paragraph 6(c)(i) above. In the event the majority of the total votes of the members of the Association vote in favor of special assessments, the Association shall immediately levy such assessments and, thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 5(c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration, as provided in Paragraph 5(c) above.

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

7. Surplus: It shall be presumed that the first moneys disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all

costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere provided herein.

8. Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee the Association shall forthwith deliver such Certificate.

9. Plans and Specifications: Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original applicable improvement or improvements, or as the improvement or improvements were last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

10. Association's Power to Compromise Claim: The Association is hereby irrevocably appointed Agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver Releases therefor upon the payment of claims.

11. Institutional Mortgagee's Right to Advance Premiums: Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Institutional Mortgagee holding the greatest dollar volume of unit mortgages, shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

12. Flood Insurance: If applicable, on behalf of its members, the Association may obtain Flood Insurance under the provisions of the Flood Disaster Protection Act, and Amendment and Regulations applicable thereto. The provisions of Article XII.B, and the paragraphs thereunder, including Paragraph 11, shall apply hereto.

C. WORKMEN'S COMPENSATION POLICY- to meet the requirements of law.

D. Such other insurance as the board of Directors of the Association shall determine from time to time to be desirable.

The Board of Directors of the Association may obtain insurance policies as provided under this Article XII which contain such deductible clauses and amounts as the Board of Directors determines.

E. Each individual unit owner shall be responsible for purchasing at his own expense, liability insurance to cover accidents occurring within his own unit and for purchasing insurance upon his own personal property.

F. If available, and where applicable the Association shall endeavor to obtain policies which provide that the Insurer waives its rights of subrogation as to any claims against unit owners, the Association, their respective servants, agents and guests. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Board of Directors of the Association shall not be responsible for the quality or financial responsibility of the insurance companies, provided same are licensed to do business in the State of Florida.

G. The applicable terms and provisions of this Article XII shall be deemed to apply to the Turtle Lake Golf Colony Pool and Facilities. All insurance determinations and expenses for insurance as to the Turtle Lake Golf Colony Pool and Facilities shall be determined, assessed and paid, as the case may be, as provided in Article XVII of this Declaration of Condominium.

ARTICLE XIII USE AND OCCUPANCY

(55+ & 18 YEAR REQUIREMENTS VOID UNTIL OWNERS APPROVAL VOTE!)

Each unit must be intended or operated for occupancy by at least one person fifty-five (55) years of age or older. No less than 80% of the units must satisfy this requirement. No children under eighteen (18) years of age shall be permitted to reside in any of the units in this Condominium except that children may be permitted to visit and temporarily reside for periods not exceeding sixty (60) days in total in any calendar year. One of the following documents as proof of age for each owner or intended occupant shall be retained in the Association's unit files.

(1) Driver's licenses; (2) Birth certificates; (3) Passports; (4) Immigration card; (5) Military identification; (6) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or (7) a certification in a lease, application, affidavit, or other document signed by an adult member of the household asserting

that at least one person in the unit is at least 55 years of age and that no owner/occupant is under 18 years of age.

Notwithstanding the foregoing, occupancy of a unit on a permanent basis is limited to three (3) individuals for all one (1) bedroom units, and four (4) individuals for all two (2) bedroom units, however, individuals in excess of this number may be permitted to visit and temporarily reside in a unit in this Condominium for periods not to exceed sixty (60) days in toto in any calendar year, with the prior written consent of the Association.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance in the Condominium property (personal property such as jewelry which may cause the unit owner to pay more for insurance is, naturally not the concern of the Association), or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral, or illegal acts in or about the Condominium property.

No animals or pets of any kind, including but not limited to cats, dogs, rabbits, hamsters, rats, mice, birds, iguanas, snakes, etc., shall be kept in any unit or on any property of the Condominium. Pets are not permitted to visit or traverse the Condominium property including the Turtle Lake Golf Colony Pool and Facilities. Seeing eye dogs will be permitted but must be restrained, and cleaned-up after by their owners.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls doors, or windows of the unit(s) and building(s), nor the limited common elements nor the common elements; nor shall they place any furniture or equipment outside their unit; nor shall they cause awnings and/or storm shutters, screens, enclosures and the like to be affixed or attached to any unit's limited common elements or common elements, except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere outside the unit or on the lanai if visible from outside the unit. No laundry facilities or equipment shall be permitted in any unit or elsewhere without the written consent of the Board of Directors of the Association. The unit owner may not enclose the exterior terrace which abuts the unit without the prior written consent of the Association.

No person shall use the common elements or any part thereof, or a Condominium unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

ARTICLE XIV
MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation, or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium property(s) and other type properties, and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium property(s) and other type properties, and may delegate to the Contractor or Manager all the powers and duties of the Association, except as specifically required by this Declaration, or by the By-Laws to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the budget, make assessments for common expenses and collect assessments, as provided by this Declaration, By-Laws, and Exhibits to this Declaration.

B. There shall be no alterations or additions to the common elements or limited common elements of this Condominium where the cost thereof is in excess of ten (10) percent of the annual budget of this Condominium for common expenses, except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) of the total vote of the unit owners of this Condominium; provided the aforesaid alterations or additions do not prejudice the right of any unit owner, unless his written consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or-addition, as aforescribed i.e., as to the common elements or limited common elements of this Condominium, are exclusively, or substantially exclusively, for the benefit of the unit owner(s) requesting same, then the cost of such alteration or addition shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be deemed fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owner(s) requesting same, said alterations or additions shall only be made when authorized by the Board of Directors, and approved by not less than seventy-five percent (75%) of the total vote of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are

ten (10) or less, the approval of all but one) shall be required.

C. Each Unit Owner Agrees As Follows:-

(1) To maintain in good condition and repair his unit and all interior surfaces within his unit and the entire inside of his unit, and to maintain and repair all fixtures and equipment therein, which includes but is not limited to the following, where applicable- air-conditioning and heating unit, including condenser and all appurtenances thereto wherever situated, hot water heater, refrigerator, range and oven, cabinets, window treatments, floor coverings, all appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water lines within the unit, electric panels, electric wiring, switches and outlets, fixtures within the unit, interior doors, windows, screening and glass, all exterior doors (except the painting of the exterior of exterior doors which shall be a common expense of the Condominium); and pay for his electricity and telephone. Water, sewage, and garbage collection fees shall be part of the common expense. All costs aforementioned are to be borne by the unit owner. Each unit owner shall maintain, care for and preserve portions of the limited common elements, as provided in Article XV of this Declaration.

(2) Not to make or cause to be made any structural addition or alteration to his unit or to the limited common elements or common elements. Alterations within a unit may be made with the prior written consent of the Association, and any First Mortgagee holding a mortgage on his unit.

(3) To make no alterations, decoration, repair, replacement, or change of the common elements, limited common elements or to any outside or exterior portion of the building whether within a unit or part of the limited common elements or common elements without the prior written consent of the Association, Unit owners may use such contractors or sub-contractors as are approved by the Association, and said parties shall comply with all Rules and Regulations adopted by the Board of Directors.

The unit owner shall be responsible for all damages to another unit, the common elements of the Condominium property caused by the unit owner's contractor, sub-contractor, or employee, whether said damages are caused by negligence, accident or otherwise except those falling within the States "No Fault" Insurance Rules.

(4) To allow the Board of Directors, or the agents or employees of the Association, to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or common elements,

or to determine in case of emergency, circumstances threatening units, limited common elements or common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(5) To show no signs, advertisements or notices of any type on the common elements, limited common elements, or his unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association in writing.

D. In the event the unit owner fails to maintain the said unit and limited common elements, as required herein or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto the Association shall have the right to levy an assessment against the owner of the unit, and the unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Association shall have the further right to have its agents or employees, or any contractors or sub-contractor appointed by it to enter a unit in all reasonable hours/times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

E. The Association shall determine the exterior color scheme of the buildings and all exteriors, the interior color scheme of the common elements, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto without the written consent of the Association. This includes Lanai's which are "Limited Common" elements.

F. The Association shall be responsible for the maintenance repair, and replacement of the common elements, and all portions of the Condominium property not required to be maintained, repaired, and/or replaced by the unit owner(s). Notwithstanding the unit owner's duty of maintenance, repair, replacement, and the other responsibilities as to his unit, as is herein before provided in this Declaration the Association may enter into an agreement with such firms or companies as it may determine to provide certain services and/or maintenance for and on behalf of the unit owners in the Condominium whereby maintenance and service are provided on a regularly scheduled basis for exterminating services and other types of maintenance and services including CATV or other allied or similar type use, as the

Association deems advisable and for such period of time and on such basis as it determines. Said agreements shall be on behalf of all unit owners and the monthly assessment due from each unit owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each unit owner shall be deemed a party to said agreement with the same force and effect as though said unit owner had executed said agreement and it is understood and agreed that the Association shall execute said agreements as the agent for the unit owners. The aforementioned assessment shall be deemed to be an assessment under the provisions of Article X of this Declaration. The Board of Directors of the Association shall have the right to enter into agreements of the type herein before set forth in this Paragraph F, provided the cost of all such agreements does not exceed ten percent (10%) of the annual budget of this Condominium's common expenses. The term "annual budget" means the budget for the applicable year, Where the expenses exceed the amount set forth herein before, said expenses may only be incurred with the authorization of a majority of the votes of the members of the Association present at a duly called meeting at which a quorum is present, pursuant to the Association's By-Laws.

ARTICLE XV
LIMITED COMMON ELEMENTS

Those areas reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are designated as "limited common elements", and are shown and located on the Surveys annexed hereto as Exhibit No. 1. Any expense for the maintenance, repair, or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association unless otherwise specifically provided in this Declaration and Exhibits attached hereto, (i.e. Lanai's are Limited Common Elements).

Should such maintenance, repair, or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants, and invitees, he shall be responsible therefor and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. Where the limited common element consists of a lanai, the unit owner who has the right to the exclusive use of said lanai shall be responsible for the maintenance, care, and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said exterior terrace, and screening

thereon, and the fixed and/or sliding glass door(s) in the entrance way(s) to said lanai, and the wiring, electrical outlet and fixtures thereon, if any, and the replacement of light bulbs, if any. There is a lanai adjacent to each Condominium unit in buildings 1,2,3,4,5,6,7,8,9,10,11,and 12 within this Condominium and said lanai adjoining and adjacent to each unit is a limited common element of said unit and for said unit's exclusive use. There are none in building A.

The Board of Directors of the Association shall assign specific parking spaces to the unit owners in this Condominium. All parking spaces are located within the limited common element parking area shown and designated on Exhibit No. 1 hereto; however, such assignment shall not be recorded in the Public Records of Collier County, Florida. The Board of Directors of the Association shall have the right to change the assignment of such specific parking spaces from time to time as to the unit owners in this Condominium as it deems advisable in its sole discretion. Each Condominium unit shall be entitled to one (1) parking space. However, a portion of the parking spaces may be for the use of guest parking as determined by and pursuant to the Rules and Regulations adopted by the Board of Directors of the Association. Each parking space is numbered. Building A is numbered 1 through 10. All other buildings are numbered 1 through 36. Additional parking spaces are either marked "GUEST" or are designated for the handicapped. These assignments are not set forth on the Survey Exhibit attached hereto as Exhibit No. 1. All parking spaces are contained within the parking areas which are designated as limited common elements on Exhibit 1 for each building. Where a unit owner or occupant thereof is not using said unit's designated parking space for any period of time it shall so advise the Association. The Association shall have the right to authorize the use of said parking space during such period of time to such party and under such terms and conditions as it determines, and said unit owner shall not be entitled to any compensation thereof.

ARTICLE XVI TERMINATION

The Condominium may be voluntarily terminated in the manner provided for in Florida Statutes 718.117 at any time. When there has been substantial damage or "very substantial" damage, as defined in Article XII.B.6 above, this Condominium shall be subject to termination as provided in Article XII.B.6. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by seventy-five percent (75%) of the total vote of the members of the Association, and by the Institutional Mortgagees then the Association and the approving owners, if

they desire, shall have an option to purchase all of the parcels of the other owners within a period expiring one-hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option:- An agreement to Purchase, executed by the Association and/or the record owners of the Condominium parcels who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified or Registered mail to each of the record owners of the Condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which Condominium Parcels will be purchased by each participating owner and/or the Association and shall require the purchase of all Condominium parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between the seller and purchaser.

B. Price:- The sale price for each Condominium parcel shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement: and in the absence of agreement as to price, it shall be determined by Appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located on the Petition of the seller. The expenses of appraisal shall be paid by the Puchaser.

C. Payment:- The purchase price shall be paid in cash.

D. Closing:- The sale shall be closed within thirty (30) days following the determination or the sale price.

ARTICLE XVII

TURTLE LAKE GOLF COLONY POOL AND FACILITIES

The Turtle Lake Golf Colony Pool and Facilities means and refers to Parcels R-4, R-5, and R-6 as described in the Survey Exhibit attached as Exhibit No. 1. All the Condominium unit owners and occupants shall be entitled to the use and enjoyment of the Turtle Lake Golf Colony Pool and Facilities and they jointly and severally shall have the duty and obligation to maintain same, and said Condominium unit owners shall pay for all of the costs and expenses of any type or nature as to same, including without limitation expenses, taxes, assessments, insurance premiums, cost of maintenance and repair and replacements and undertakings, and all other costs applicable thereto, which said sum shall be due and payable as all other common expenses

are due and payable under this Condominium's Declaration of Condominium and attachments hereto, and such sums shall be a lien upon the Condominium's units with the same force and effect as all other sums are a lien against the Condominium unit for common expenses.

Each unit owner, his heirs, successors, and assigns, agrees to make payment to the Condominium Association of his share of the moneys due pursuant to and in the amount or proportion as specified herein. It shall be mandatory for the unit owner to make said payments regardless of whether or not said unit owner or the occupants of his unit uses the Turtle Lake Golf Colony Pool and/or Facilities.

The Rules and Regulations and all amendments thereof and revisions thereof shall be posted in a conspicuous place in the Turtle Lake Golf Colony Pool and Facilities area. The unit owners hereby covenant and agree to be bound by all of such Rules and Regulations and said parties shall obey same and be responsible for their being obeyed by the said owner's family, guests, invitees, servants, and renters and lessees of their unit. Should a unit owner fail to pay an assessment for common expenses, as required under the terms of this Declaration of Condominium for the period of time specified herein whereby said assessment becomes delinquent, the Association may deny the unit owner and/or any authorized user of the Turtle Lake Golf Colony Pool and Facilities the use and enjoyment of same until such time as all assessments are paid. The Association shall further have the right in its sole discretion to suspend any unit owner and/or authorized user of said Pool and Facilities from the use of same for a period not to exceed thirty (30) days for any infraction of the promulgated Rules and Regulations pertaining to said Pool and Facilities. Should the unit owner or the authorized user of said Facilities rights to use be suspended, there shall be no reduction in the assessments due and payable by said unit owner or authorized user. Any person who is the owner of a Condominium parcel in this Condominium, together with spouse and other members of said parcel owner's immediate family who are in residence in the Condominium parcel, as provided herein, may use the Turtle Lake Golf Colony Pool and Facilities. Where a corporation is a parcel owner, the use of said Facilities shall be limited at any one time to such officer, director or employee of said corporation who is in actual residence and such individual shall be deemed to be the Condominium parcel owner for the purposes of this paragraph. All unit owners' children and children of guests or invitees who are under such age as determined by the Association must be accompanied by an adult to such portions of the Turtle Lake Golf Colony Pool and Facilities as the Association determines. Guests and invitees of a unit owner, whether in temporary residence in the Condominium unit or not, may only be permitted to use the

Turtle Lake Golf Colony Pool and Facilities area, if at all, with the permission of the Association and subject to the terms and conditions as the Association may determine in its sole discretion, including the payment of additional compensation therefor, it being understood and agreed that said Facilities are primarily designed for the use and enjoyment of said unit owners and others within the property described in the first Paragraph of this Article, and the use by others may be required to be limited or not permitted at all during certain times of a day, certain weeks or months of a year, and the Association shall determine the foregoing in its sole discretion, including the manner and method in which the Facilities are to be used and under what circumstances. Notwithstanding the foregoing, where children in residence in a Condominium unit are the sons and/or daughters of the parcel owner, such parent shall not be required to pay additional compensation for use by said children of said Facilities. Where a unit owner owns more than one unit, the family in residence in each unit shall be entitled to the use of the Turtle Lake Golf Colony Pool and Facilities, whether said family in residence be a lessee of said unit or otherwise. Where a party owns one Condominium unit and leases same, the lessee shall be entitled to the use of the Facilities and said lessee's right thereto shall be the same as though said Lessee were the unit owner and during the term of said lease, the unit owner and his family shall not be entitled to the use of the Facilities.

The Turtle Lake Golf Colony Pool and Facilities area are subject to the terms and provisions stated in this Declaration, its attachments and the Rules and Regulations developed by the Association.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

A. Each unit owner, future unit owner, lessee, sub-lessee, heir or occupant must obtain the approval of the Association as to matters specified in Article XI hereof, and as provided herein. The approval shall not be unreasonably withheld.

B. The owners of the respective Condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective Condominium units, nor shall the unit owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective Condominium units which are utilized for or serve more than one Condominium unit, which items are by the presents hereby made a part of the common elements. Said unit owner, however, shall be deemed to own the walls and partitions which are contained in said unit owner's

Condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.: however, all load bearing walls located within the Condominium unit are a part of the common elements to the unfinished surface of said walls.

C. The owners of the respective Condominium units agree that if any portion of a Condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium building is partially or totally destroyed and then rebuilt, the owner of the Condominium parcels agree that encroachments on parts of the common elements or limited common elements or Condominium units, as aforescribed, due to construction, shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

D. No owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreation areas or facilities, or by the abandonment of his Condominium unit.

E. The owners of each and every Condominium parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situate, or for such other future legally authorized governmental officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any unit owner the right to contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium parcel.

For the purpose of ad valorem taxation, the owner of the Condominium parcel in his Condominium unit and in the common elements shall be considered a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all said percentages equals 100% of the value of all of the land and improvements thereon.

F. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof shall be construed as covenants running with the land, and of every part thereof and interest therein, including but not limited to every unit and the

appurtenances thereto, and every unit owner and occupant of the property or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all or the provisions of said Declaration and Exhibits annexed hereto and any Amendments thereof,

G. If any of the provisions of this Declaration or of the By-Laws, the Articles of Incorporation of the Association or of the Condominium Act or any section, clause, phrase, word or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-Laws, Articles of Incorporation or the Condominium Act and the application of any such provision, action, sentence, clause, phrase, or word, in other circumstances, shall not be affected thereby.

H. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence per the Association records. Proof of such mailing or personal delivery by the Association shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association's Board of Directors at the Secretary's residence of record, or in the absence of the Secretary, then the President of the Association at his address of record. In the absence of the President, the notice shall be sent to the Vice President or Treasurer. The change of address of any above named person shall not require an amendment to this Declaration.

All notices shall be deemed and considered sent when mailed. Any unit owner shall notify the Condominium Office in writing if their legal residence address changes.

Notices required to be given to personal representatives of a deceased owner or devisee, when there is no personal representative, may be personally delivered or by mail to such party at his or its address appearing in the records of the Court wherein the Estate of such deceased owner is being administered, The change of the mailing address of any party, as specified herein, shall not require an amendment to this Declaration.

I. Nothing herein above set forth in this Declaration shall be construed as prohibiting the Board of Directors of the Association from authorizing the removal of or removing any party wall between any Condominium units in order that the said units might be used together as one integral unit. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, not

with-standing the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

J. Subsequent to the filing of this Declaration of Condominium, the Condominium Association-when authorized by a vote of the majority of the total vote of the members of the Association, and approved by the owners and holders of institutional First Mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against this Condominium, may, together with other Condominium Associations and others, purchase and or acquire and enter into agreements from time to time, whereby it acquires Leaseholds, memberships and other possessory or use interests in lands facilities, included but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses. the provisions of this Paragraph J are paramount to and superior to Article VII of this Declaration as to the matters set forth in this Paragraph.

K. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural and plural shall include the singular.

The Provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

L. The captions used in this Declaration of Condominium and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

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

N. If any item, covenant, provision, phrase or other element of these Condominium documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever,

any other term, provision, covenant or element or the Condominium documents.

O. The Condominium Association, by its execution of this Declaration of Condominium approves all covenants, terms and conditions duties and obligations of this Declaration of Condominium and Exhibits attached hereto. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties by virtue of their occupancy of units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached hereto.

P. The Board of Directors of the Association shall establish in a local national or state bank or a Federal or State Savings and Loan Association, which is protected by Federal Deposit Insurance Company (FDIC), savings and deposit accounts, in order to accumulate sufficient moneys for the payment of taxes, insurance, and all common expenses, and to accumulate moneys for reserves as voted on by the Condominium unit owners.

Q. No Condominium parcel owner shall bring, or have any right to bring any action for partition or division of the Condominium property, or the Turtle Lake Golf Colony Pool and Facilities.

R. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein thereby, the provisions of this Declaration and Exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where variances are approved in writing, otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein unless the context otherwise specifies.

ARTICLE XIX CONDEMNATION-EMINENT DOMAIN

In the event of a taking by condemnation or eminent domain of all or part of the Condominium regardless of the amount of such taking, this Condominium may only be terminated in the manner provided in Article XVI of this Declaration as to voluntary termination, Subject to the foregoing, the applicable provisions under Article XII.B of this Declaration shall apply to the foregoing including without limitation, provisions affecting receipt and disbursement of the Condominium award, responsibilities of the Insurance Trustee, the disbursement of moneys by the Insurance Trustee toward the cost of repair or restoration and, where applicable, to the unit owners. All

awards under the provisions of this Article shall be paid to the Insurance Trustee and all moneys held by the Insurance Trustee shall be disbursed for repair and restoration; however, where applicable, moneys held by the Insurance Trustee for unit owners shall be disbursed to the unit owner and holder of a First Mortgage on a unit in place of the unit owner, pursuant to the applicable provisions under Article XII.B of this Declaration. Where the award is not sufficient to cover the cost of repair or restoration and this Condominium is not terminated pursuant to the applicable provisions for voluntary termination, as provided in Article XVI of this Declaration, the Association shall immediately determine and levy such assessment against the applicable units in this Condominium as are deemed necessary to cover the cost of such repair or restoration, pursuant to the applicable provisions of Article XII.B.2. The Condominium property and units and improvements thereon remaining after a taking by condemnation or eminent domain must be repaired or restored, as the case may be as herein provided, unless this Condominium is voluntarily terminated pursuant to Article XVI of this Declaration. Such taking by condemnation or eminent domain shall not disturb the first lien priority of a first mortgage encumbering a Condominium unit except to the extent as is specifically provided herein. The provisions of this Article shall also be deemed to apply to the Turtle Lake Golf Colony Pool and Facilities, as set forth in Article XVII of this Declaration.

APPROVED AND DECLARED as the Revised "Declaration of Condominium" of the Association named below.

DATED this _____ day of _____, 19____.

TURTLE LAKE GOLF COLONY CONDOMINIUM APT. INC., NO. 1

By: _____ (SEAL)

President

Vice-President

Treasurer

ASSOCIATION .

Attest: _____ (SEAL)

Secretary

EXHIBIT A
TO
Declaration of Condominium

Condominium
Unit and
Parcel Number

Percentage of
Undivided Interest
in Common
Elements & Unit
Owner's Share of
Common Expenses
including share of
recreation facilities
PER UNIT

For Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12

101	2 BR - 2 Bath	.24396%
102	2 BR - 2 Bath	.24396%
103	2 BR - 2 Bath	.24396%
104	2 BR - 2 Bath	.24396%
105	1 BR - 1 Bath	.18758%
106	1 BR - 1 Bath	.18758%
107	1 BR - 1 Bath	.18758%
108	1 BR - 1 Bath	.18758%
109	2 BR - 2 Bath	.24396%
110	2 BR - 2 Bath	.24396%
111	2 BR - 2 Bath	.24396%
112	2 BR - 2 Bath	.24396%
201	2 BR - 2 Bath	.24396%
202	2 BR - 2 Bath	.24396%
203	2 BR - 2 Bath	.24396%
204	2 BR - 2 Bath	.24396%
205	1 BR - 1 Bath	.18758%
206	1 BR - 1 Bath	.18758%
207	1 BR - 1 Bath	.18758%
208	1 BR - 1 Bath	.18758%
209	2 BR - 2 Bath	.24396%
210	2 BR - 2 Bath	.24396%
211	2 BR - 2 Bath	.24396%
212	2 BR - 2 Bath	.24396%
301	2 BR - 2 Bath	.24396%
302	2 BR - 2 Bath	.24396%
303	2 BR - 2 Bath	.24396%
304	2 BR - 2 Bath	.24396%
305	1 BR - 1 Bath	.18758%
306	1 BR - 1 Bath	.18758%
307	1 BR - 1 Bath	.18758%
308	1 BR - 1 Bath	.18758%
309	2 BR - 2 Bath	.24396%
310	2 BR - 2 Bath	.24396%
311	2 BR - 2 Bath	.24396%
312	2 BR - 2 Bath	.24396%

For Building "A"

101	2 BR - 2 Bath	.27271%
102	2 BR - 2 Bath	.27271%
103	2 BR - 2 Bath	.27271%
104	2 BR - 2 Bath	.27271%
105	2 BR - 2 Bath	.27271%
201	2 BR - 2 Bath	.27271%
202	2 BR - 2 Bath	.27271%
203	2 BR - 2 Bath	.27271%
204	2 BR - 2 Bath	.27271%
205	2 BR - 2 Bath	.27271%

The total common expenses shall be shared by each unit based on the percentages above which are computed using the "Square Footage" method.

Each unit will pay an equal share for cable TV.

The annual assessment per unit by the Bureau of Condominium will be added to the monthly assessments.

The percentage as shown above represents the undivided interest in common elements.

OUR CONTROLLING DOCUMENTS

A condominium is created by recording a "Declaration of Condominium" in the public records of the county where the land is located, executed and acknowledged with the requirements for a deed. The "Declaration of Condominium" shall provide:

1. The name by which the condominium property is to be identified which shall include the word "condominium" or be followed by the words "a condominium".
2. An identification of each unit by number and the individual share in the common elements stated as percentages is provided in Exhibit "A" to the Declaration of Condominium which consists of two (2) parts. The first identifies the ten (10) units in Building A by a number. When preceded by "A-", it becomes the full identification of each unit different one from the other, i.e. A-101, A-102, etc.. The second identifies the thirty-six (36) units in each of the twelve (12) other buildings. When each unit number is preceded by its respective building number, separate identity is achieved for each unit, i.e. 01-101, 01-102 etc., 02-101, 02-102, etc..
3. The legal description and a survey of the land which meets the minimum technical standards set forth by the Board of Professional Surveyors and Mappers pursuant to s 472.027. Exhibit "1" to the "Declaration of Condominium" provides these requirements.
4. The operation of the Association shall be governed by the "Articles of Incorporation" and the "By-Laws" which are included as Exhibit "2" for the "By-Laws" and Exhibit "3" for the "Articles of Incorporation" and recorded as exhibits to the "Declaration of Condominium".

NOTE: The "M" section Exhibit 5 attached to the Declaration is hereby dropped as it became obsolete and terminated December 31, 1983 per "Articles of Incorporation" Article Number IX. The section "L" Exhibit 4 attached to the Declaration being in conjunction with the Management Firm also is herein terminated and dropped as an exhibit to the Declaration of Condominium.

EXHIBIT "A"

**UNIT PERCENTAGE
OF
INTEREST**

EXHIBIT A
TO
Declaration of Condominium

Condominium
Unit and
Parcel Number

Percentage of
Undivided Interest
in Common
Elements & Unit
Owner's Share of
Common Expenses
including share of
recreation facilities
PER UNIT

For Buildings, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12

101	2 BR - 2 Bath	3.009-2/3%
102	2 BR - 2 Bath	3.009-2/3%
103	2 BR - 2 Bath	3.009-2/3%
104	2 BR - 2 Bath	3.009-2/3%
105	1 BR - 1 Bath	2.314%
106	1 BR - 1 Bath	2.314%
107	1 BR - 1 Bath	2.314%
108	1 BR - 1 Bath	2.314%
109	2 BR - 2 Bath	3.009-2/3%
110	2 BR - 2 Bath	3.009-2/3%
111	2 BR - 2 Bath	3.009-2/3%
112	2 BR - 2 Bath	3.009-2/3%
201	2 BR - 2 Bath	3.009-2/3%
202	2 BR - 2 Bath	3.009-2/3%
203	2 BR - 2 Bath	3.009-2/3%
204	2 BR - 2 Bath	3.009-2/3%
205	1 BR - 1 Bath	2.314%
206	1 BR - 1 Bath	2.314%
207	1 BR - 1 Bath	2.314%
208	1 BR - 1 Bath	2.314%
209	2 BR - 2 Bath	3.009-2/3%
210	2 BR - 2 Bath	3.009-2/3%
211	2 BR - 2 Bath	3.009-2/3%
212	2 BR - 2 Bath	3.009-2/3%
301	2 BR - 2 Bath	3.009-2/3%
302	2 BR - 2 Bath	3.009-2/3%
303	2 BR - 2 Bath	3.009-2/3%
304	2 BR - 2 Bath	3.009-2/3%
305	1 BR - 1 Bath	2.314%
306	1 BR - 1 Bath	2.314%
307	1 BR - 1 Bath	2.314%
308	1 BR - 1 Bath	2.314%
309	2 BR - 2 Bath	3.009-2/3%
310	2 BR - 2 Bath	3.009-2/3%
311	2 BR - 2 Bath	3.009-2/3%
312	2 BR - 2 Bath	3.009-2/3%

For Building "A"

101	2 BR - 2 Bath	10%
102	2 BR - 2 Bath	10%
103	2 BR - 2 Bath	10%
104	2 BR - 2 Bath	10%
105	2 BR - 2 Bath	10%
201	2 BR - 2 Bath	10%
202	2 BR - 2 Bath	10%
203	2 BR - 2 Bath	10%
204	2 BR - 2 Bath	10%
205	2 BR - 2 Bath	10%

The total common expenses for the Turtle Lake Golf Colony Pool and Facilities shall be shared by each unit in this Condominium, and each unit which is entitled to use same pursuant to Article XVII of the Declaration of Condominium to which this Exhibit A is attached. The total common expenses for the Turtle Lake Golf Colony Pool and Facilities will be weighted and computed in such manner so that the following ratio will prevail, and each unit entitled to use said pool and facilities will pay its share determined thereby, i.e.

The 1-bedroom, 1- bathroom units will be used as the base of each proration and the base shall be 1; 2-bedroom, 2 -bathroom units shall be 130% of the base.

Notwithstanding the formula used above to determine each unit's share of common expenses as to the Turtle Lake Golf Colony Pool and Facilities, said formula is used only to determine the total common expenses as to the Turtle Lake Golf Colony Pool and Facilities for which units will be responsible, and such sum as is determined by using said formula shall be allocated among the units in this Condominium as a common expense according to the particular unit's percentage of undivided interest in the common elements, as set forth above.

EXHIBIT #1

SURVEYS

EXHIBIT 1

The floor plans, plot plans, site plans, recreation area, survey sheets etc. for Turtle Lake Golf Colony Condominium Apts. Inc. No. 1 and formerly Turtle Lake Golf Colony Condominium Apts. Inc. No. 2 presently merged into Turtle Lake Golf Colony Condominium Apts. Inc. No. 1 are recorded in Official Records books as follows:

Building No. A at Official Records Book 860, Page 1939

Building No. 1 at Official Records Book 583, Page 652

Building No. 2 at Official Records Book 595, Page 116

Building No. 3 at Official Records Book 700, Page 830

Building No. 4 at Official Records Book 776, page 335

Building No. 5 at Official Records Book 790, Page 1544

Building No. 6 at Official Records Book 803, Page 1390

Building No. 7 at Official Records Book 747, Page 1532

Building No. 8 at Official Records Book 654, Page 1316

Building No. 9 at Official Records Book 855, Page 350

Building No. 10 at Official Records Book 566, Page 365

Building No. 11 at Official Records Book 835, Page 479

Building No. 12 at Official Records Book 820, Page 197

EXHIBIT #2

BY- LAWS

TURTLE LAKE GOLF COLONY CONDOMINIUM APTS. NO. 1 (ONE), INC.

BY-LAWS

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EXHIBIT 2

BY-LAWS OF TURTLE LAKE GOLF COLONY CONDOMINIUM APTS. NO. ONE INC.

ARTICLE I Identity

These By-Laws shall govern the operation of the Condominium Association created by the Declaration of Condominium to which they are attached.

The Association whose name appears at the end of this instrument is a Florida Corporation not-for-profit, organized and existing under the laws of the State of Florida for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation) the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

Section 1. The office of the Association shall be at the Condominium property, or at such place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words, "Corporation not-for-profit", and the year of incorporation. This seal shall be used impressing it upon any writing where a seal is required.

Section 3. As used herein, the word, "Corporation", shall be the equivalent of Association, as defined in the Declaration of Condominium to which these By-Laws are attached. All other words, as used herein, shall have the same definition as attributed to them in the Declaration of Condominium to which these By-Laws are attached. Whenever the masculine or singular form of a pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Condominium units in the Condominium which these By-Laws represent, Turtle Lake Golf Colony Condominium Apartments Number One (1), Inc.. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and such membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "Voting Member". If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "Voting Member".

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium parcel, where the approval of the Board of Directors of the Association is required as set forth in these By-Laws and the Declaration of Condominium to which they are attached shall be accompanied by an application fee in an amount set by the Board of Directors of the Association, to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred.

Section 2. Voting

- (a) The owner(s) of each Condominium unit shall be entitled to one vote. When the owner(s) own more than one unit they are entitled to one vote per unit. The vote of a Condominium unit shall not be divisible no matter how many persons own it.
- (b) A majority of the members' total votes shall decide any question, unless the Declaration of Condominium, By-Laws, or Articles of Incorporation of the Association provide otherwise, in which event the voting percentage required in the said Declaration of Condominium, By-Laws, or Articles of Incorporation shall control.
- (c) Convicted felons whose voting rights have not been restored can not vote.

Section 3. Quorum

The quorum required for an official meeting or vote depends upon the type of meeting, the type of subject voted on etc. as further delineated hereinafter.

Section 4. Proxies

Votes may be cast in person or by proxy, however, the use of proxies is dependent upon the type of vote being taken as hereinafter set forth (proxies can not be used in the election of Directors of the Board). All proxies shall be in writing and signed by the person entitled to vote (as set forth in Section 5 below), and shall be filed with the Secretary not less than three (3) days prior to the meeting in which they shall be used, and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband and wife, and if they have not designated one of them as the voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member

If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one (1) person, the person entitled to vote for the unit shall be designated in a Certificate, signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a corporation, the officer or employee thereof entitled to vote of the unit for the Corporation shall be designated in a certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association, for a unit owned by more than one person, or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a Condominium unit is owned jointly by a husband and wife, the following provisions are applicable thereto: -

- (a) They may, but they shall not need to designate a voting member.
- (b) If they do not designate a voting member, and if both are present at a meeting and are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
- (c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent member.

When a unit is owned by a partnership, the vote may be cast by any general partner. If, however, the partners do not agree among themselves as to how their vote shall be cast on any issue, that vote shall not be counted. (As previously provided, the vote of a unit shall not be divisible).

ARTICLE III MEETING OF THE MEMBERSHIP

There are two main categories of meetings (other than Committee Meetings) Board of Directors Meetings and Members Meetings. Within each category there are several types of meetings governed by specific rules and activities.

- A. Board of Directors Meetings are held by the Directors to administer the affairs of the Association.

B. Members Meetings such as the "Annual Meeting" held by the members to elect Directors and to receive a complete report of the previous years accomplishments, financial condition etc.. Another would be a "Recall Meeting" held by the members to recall one or more of the Directors.

The meetings and requirements peculiar to each are hereinafter delineated.

Section 1. Place

All meetings shall be held on the Condominium property, or at such other place as shall be designated by the Board of Directors of the Association and stated in the "Notice" for the meeting.

Section 2. Notices

The type of meeting determines the requirements for the timing, contents, placement and distribution of the notice of said meeting. "Member Meetings" require that notices must be mailed or hand delivered to the members as set forth herein. Mailed notices must be sent to each member entitled to vote at the address of record in the Association records. Notices may be hand delivered provided that each owner signs a receipt for same.

Notices for each type of meeting have specific requirements, these requirements are as specified with the following details of varied meetings in Section 3 herein.

Section 3. Meetings

- (a) Annual Meeting - A member's meeting, shall be held in Collier County, Florida, each year during the Month of March at a day, place and time designated by the Board of Directors of the Association. The election of Directors shall be held at this meeting. Two notices are required, the first notice is to be sent to all eligible voters at least sixty (60) days prior to the scheduled meeting, the second notice is to be sent between thirty-four (34) and thirty (30) days prior to the scheduled meeting. (See Election of Directors, Article IV, for more details). Also, See Florida Administrative Code 23.0021(8)**
- (b) Special Members Meetings - Such as meeting to recall one or more Directors. These meetings require that a notice be sent to all eligible voters as aforesated in Section 2, this Article. These meetings must be conducted in accord with Florida Administrative Code, Rule number 61B-23.0027 as may be revised from time to time.**

- (c) **Regular Meetings** - The Board of Directors may establish a schedule of Regular Meetings to be held at such time and place as the Board of Directors may designate. Notice of such Regular Meetings shall, nevertheless, be given to each Director personally or by mail, telephone, telegraph, or fax, or, when the Director is residing at Turtle Lake Golf Colony his notice may be placed in his file folder in the Association office, at least five (5) days prior to the day named for such meeting, Notice of such meeting with an agenda shall be posted for the owners on the bulletin boards designated by the Board of Directors at least forty-eight (48) hours prior to the scheduled meeting. Regular Meetings will usually be scheduled for the months when the Directors are in residence. Special Conference Call meetings will be called during "Off-season times in order that all Directors are afforded the opportunity to participate. (see Conference Call Meetings Below).
- (d) **Special Board Meetings** - Special Meetings of the Board of Directors may be called by the President, or in his absence, by the Vice President, or by a majority of the Board of Directors. A five (5) day written notice of said meeting must be given to all members of the Board of Directors. This notice shall provide the time and place of said meeting. The notice must state the purpose of said meeting.
- (e) **Conference Call Meetings** - This Special Board Meeting will be held usually only during the "off-season" when many of the members of the Board of Directors are residing in their Northern residences. All Directors must be notified and afforded this opportunity to attend by a minimum five (5) day notice. When some or all of the members of the Board of Directors, and any committee members as may be deemed necessary to provide input, are attending by telephone only the members of the Board of Directors shall count towards obtaining a quorum and may vote by telephone. A telephone speaker shall be utilized so that the conversation of those board and committee members, and any owners present, may be heard by all, so that an interchange of pertinent information, ideas, pros and cons can be exchanged.
- (f) **Budget Meeting** - The Association shall mail or hand deliver, as heretofore covered, a notice of said meeting and include time and place of said meeting plus a copy of the proposed annual budget of common expenses, to all unit owners. This package shall be delivered not less than fourteen (14) days prior to the scheduled meeting at which the budget is to be considered. Evidence of compliance with this 14-day notice must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of said meeting and filed among the official records of the Association for a period of time promulgated in Florida Statutes 718. A vote concerning the extent of Reserves and whether or not to have a CPA audit will also take place at this meeting.
- (g) **Committee Meetings** - Any gathering of a group consisting of board members, unit owners and others as appointed by the Board of Directors to study and analyze certain

concerns as directed by the Board of Directors. These committees make recommendations to the Board of Directors, who in turn will vote on item of concern. These committees do not take actions which commit the Association in any way.

- (h) **Waiver of Notice Requirement** - The requirements stated for the delivery of notice to meet is waived if the Director is present at said meeting. When a Director expects to be at a place other than his residence(s) of record in the Association office he shall provide the office with the information necessary whereby he may be contacted or waive his right to receive notices of meetings.
- (i) **Adjourned Meeting** - If any meeting cannot be an official meeting because a quorum is not present, either in person or by proxy (when permissible), the meeting may be adjourned as may be necessary until a quorum is obtained.
- (j) **Workshop Meeting** - Held to discuss possible actions to be discussed at the Regular Board Meetings. The agenda for the Regular Board Meetings may be herein developed. When a quorum of directors is present, it must be an open meeting. No motions may be made or passed therefore no minutes are required. A five (5) day notice is to be provided to directors. A two (2) day notice shall be posted.

ARTICLE IV **DIRECTORS**

Section 1. Number, Term, and Qualifications

The affairs of the Association shall be governed by a Board of Directors composed of not less than five (5), nor more than twenty-three (23) Directors. The number of Directors is officially set at nine (9), however, the number of Directors may vary from time to time that are, in fact, actually on the Board. The quorum requirements are determined by the number of Directors officially set not the number actually on the Board at any time, therefore, since nine (9) members must be present in person and/or on a conference call hookup to conduct any Association business or to vote on any issue. There must be five (5) affirmative votes in order to approve any motion by the Board. A simple majority of the Board is sufficient to dismiss or elect an officer or appoint a director. The specified, or set, number of Directors may be changed at any Regular or Special meeting of the Board of Directors. The minimum requirement, by law, is five (5) Directors, this absolute. To avoid deadlock, the officially set number shall be an odd number such as five (5), seven (7), nine (9), eleven (11), etc.. Should five (5) become the set number then three (3) would become a quorum; should seven (7) become the set number then four (4) would become a quorum; with, nine, five (5) represents a quorum; should eleven (11) become a set number then six (6) would become the number of Directors for a quorum.

A quorum must exist at a meeting, as aforesaid, to make the meeting official and it requires the same number of Directors as is the quorum to vote in the affirmative in order to pass any motion made by the Board regarding the affairs of the Association. The set number of Directors shall not be changed more frequently than once in any calendar year.

When nine (9) is the set number of Directors for the Board, they shall serve staggered three (3) year terms. Therefore there will be three vacancies each year. In the event that the Board of Directors of the Association changes the set number of Directors that are required, they, the Board, shall determine the number of vacancies for each of three successive years.

In order to qualify to be a Director, a person must be an owner of a unit at Turtle Lake Golf Colony Association. When the unit is owned by a corporation a partnership the person designated to vote for that unit is qualified to be a Director.

A qualified person may serve more than one term.

A Director shall step down upon the election of his replacement.

Section 2. Vacancies on Directorate

When the office of any Director(s) becomes vacant by reason of death, resignation, retirement or any reason other than recall, a majority of the remaining Directors, though less than a quorum may choose a successor who shall hold office for the remaining unexpired term.

Section 3. Disqualification and Resignation of Director(s).

Any Director may resign at any time by submitting a written notice, signed, of such resignation to the office of the Association, delivered to the Secretary. Unless specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the Annual Meeting of the members of the Association, more than three (3) consecutive absences from Regular Board Meetings, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. When a Director transfers the ownership of his unit he automatically resigns from the Board of Directors.

No Director shall continue to serve on the Board of Directors should he be more than thirty (30) days delinquent in the payment of any special assessment or the monthly assessment, and such delinquency shall automatically constitute a resignation from the Board of Directors.

Section 4. Compensation

The Director's fee, if any, shall be determined by the voting members.

Section 5. Powers and Duties

The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association, and may perform all such actions and things as are not by law, or by the Declaration of Condominium, Articles of Incorporation, or these By-Laws, directed to be exercised and done by the unit owners. These powers shall specifically include, but shall not be limited to the following:

- (a) To exercise all powers specifically set forth in the Declaration of Condominium, Articles of Incorporation, these By-Laws, and Condominium Act, and all powers incidental thereto.
- (b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.
- (c) To employ, dismiss and control the personnel necessary for the maintenance and operation of Turtle Lake Golf Colony buildings, grounds and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.
- (d) To make and amend regulations concerning the operation and use of the common elements and Condominium property and facilities, and the use and maintenance of the Condominium units therein, and the recreational area and facilities.
- (e) To contract for the management of the Condominium and to delegate the authority and duties required to perform the job, except those which are required by the Declaration of Condominium to be accomplished by either the Board of Directors or by the membership of the Association.
- (f) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall make recommendations to the Board of Directors in the management and affairs and business of the Association. Such committee(s) shall consist of at least three (3) members.

Each committee shall have such name as assigned by the Board of Directors and only when requested by the Board, shall keep regular Minutes of their proceedings and report the same to the Board of Directors.

Section 6. Election of Directorate

The election of Directors shall be held at the Annual Meeting. All actions concerning the election of Directors shall fully comply with the requirements specified in Florida Statute 718.112 and Florida Administrative Code 61B-23.0021 as may be revised from time to time.

ARTICLE V. OFFICERS

Section 1. Elective Officers

The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board of Directors.

Section 2. Election

The officers of the Association designated in Section 1 above, shall be elected annually immediately following the Annual Meeting at which the new Directors are elected by the membership. Said election shall be held in secret and may be by closed ballot. This is only one of two meetings to which the general membership shall be excluded per s718.111(1)(b) & s718.112(2)(c).

Section 3. Appointive Officers

The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other Officers as the Board deems necessary.

Section 4. Term

The Officers of the Association shall hold office for a period of one year and/or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by the Board of Directors' affirmative vote of a majority of all the Directors. When the office of any officer becomes vacant shall be filled by the Board.

Section 5. The President

He shall be the chief executive officer of the Association, he shall preside at meetings of the Board of Directors and the Annual Members Meeting and may or may not preside at any Special Meeting of the members such as a Recall Meeting as determined by the members calling such meeting. He shall order the manager to carry out those decisions made by the Board. He shall make unilateral decisions only in extreme emergencies whereas there is probable damage to property or personnel. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign written contracts which have been approved by the Board at a duly held Board of Directors Meeting. He shall not legally bind the Association in any manner without formal approval by the Board at a Regular or Special Meeting of the Board of Directors as recorded in the minutes of said meeting.

Section 6. The Vice-President

He shall perform all of the duties, and be bound by the same restrictions, of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary

He shall issue notices of all Board of Directors Meetings and all meetings of the unit owners; he shall attend and keep minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer.

Section 8. The Treasurer

- (a) He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of

and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. All records shall be kept in the manner required by the Condominium Act.

- (b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accord with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.
- (c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.
- (d) He shall cosign with the President all contracts which have been approved by the Board of Directors at an official meeting and so recorded in minutes of said meeting.
- (e) He shall give status reports to potential transferees on which the transferees may rely.
- (f) The Assistant Treasurer, when existent, shall perform the duties of the Treasurer when the Treasurer is absent.

ARTICLE VI. FINANCES AND ASSESSMENTS

Section 1. Depositories

The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association.

Section 2. Fidelity Bonds

The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the maximum amount of funds in the custody of the Association or its management agent at any one time.

Section 3. Fiscal Year

The fiscal year for the Association shall begin on the first day of January of each year, provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accord with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments

- (a) The Board of Directors of the Association shall fix and determine from time to time, the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments, and to maintain, repair and replace the common elements and limited common elements of the Association and recreation facilities. Funds for the payment of common assessments, shall be payable monthly in advance, and shall be due and payable on the first day of each month, unless ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.
- (b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner a statement of said owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.
- (c) The Board of Directors retains the authority to make assessments as to the following:
- (1) Special assessments for additional recreation or social activities.
 - (2) Acquisition of unit(s), as provided in Article IX of these By-Laws, and pursuant to Article XVIII J. of the Declaration of Condominium to which these By-Laws are attached, subject to the written approval of such parties as specified therein.

(d) The Board of Directors shall adopt an operating budget for each fiscal year.

Section 5. Application of Payments and Co-Mingling of Funds

All sums collected by the Association from assessments, may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment-payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances as provided herein and in the Declaration of Condominium, and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 6. Acceleration of Assessment - Installments Upon Default

When a unit owner is in default in the payment of an installment upon any assessment the Board of Directors may accelerate the remaining monthly installments for the fiscal year, upon notice to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of, or the mailing of, such notice to the unit owner.

Section 7.

An audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such Accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association, in the office of said Association, and with the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made. The unit owners may vote for a compilation in place of an audit at the Budget Meeting each year.

Section 8.

For financial matters including budgets, assessments, accounting, record keeping etc. The Association may operate as a single condominium per 718.111(6). FS 1998 Legislative Amendments.

ARTICLE VII ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements or limited common elements of the condominium except as specifically provided for in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE VIII COMPLIANCE AND DEFAULT

Section 1. Violations

In the event of a violation (other than the non-payment of the monthly assessment or a special assessment) by the unit owner, occupant or guest of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations or applicable portion(s) of the Condominium Act, the Association, by direction of its Board of Directors, shall notify the unit owner by written notice of such breach, transmitted by mail, and when such violation shall either be repeated within thirty (30) days or continue for thirty (30) days from date of the notice, the Association, through its' Board of Directors shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration of Condominium, these By-Laws, the Rules and Regulations, or applicable portion(s) of the Condominium Act, and the Association may then at its option, have the following elections: -

- (a) An action at law to recover for its damage, or on behalf of the unit owners.
- (b) An action in equity to enforce performance on the part of the unit owner; or -
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunction relief.

Upon finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owner, etc.

All unit owners shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 3. Costs and Attorney Fees

In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be deemed by the court.

Section 4. No Waiver of Rights

The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

Section 5. Election of Remedies

All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising the same from exercising such other and additional right, remedies, or privileges as may be granted to such other party by Condominium Documents, or at law in equity.

ARTICLE IX ACQUISITION OF UNITS

Section 1 Voluntary Sale or Transfer

Upon receipt of a unit owner's written notice of intention to sell or lease, as described in Article XI of the Declaration of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to consent to the transaction, as

specified in said Notice, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XI without having to obtain the consent of the membership thereto.

The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent", upon the proposed terms, upon adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership, but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease, except upon the authorization and approval of the affirmative vote of voting members casting not less than sixty (60) percent of the total votes of the members present at any Regular or Special Meeting wherein said matter is voted upon.

Section 2 Acquisition on Foreclosure

At any foreclosure sale of a unit, the Board of Directors may, with the authority and approval by the affirmative vote of voting members casting not less than sixty (60) percent of the total votes of the members present at any Regular or Special Meeting wherein said matter is voted on, acquired in the name of the Association or its designee, a Condominium parcel being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of a unit, due to the foreclosure of the Associations lien for assessments under the provisions of Article X of the Declaration of Condominium to which these By-Laws are attached notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

ARTICLE X. AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided: -

- (1) Notice of the meeting shall contain a statement of the proposed Amendment, alteration, or addition.
- (2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

- (3) If the Amendment was approved by less than a unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the members of the Association; and ,
- (4) Said Amendment shall be recorded and certified as required by the Condominium Act.
- (5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VIII of the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XI.

NOTICES

When notices are required to be sent hereunder they shall be delivered or sent in accord with the applicable provisions for notices as set forth in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XII.

INDEMNIFICATIONS

The Association shall indemnify every Director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Director or Officer of the Association, including reasonable attorney fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights which such Director or Officer shall be entitled.

ARTICLE XIII.

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV.

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property and where applicable the recreation facilities, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by other owners or persons.

ARTICLE XV.

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium, or these By-Laws. When an item has been tabled at a meeting, it can only be removed from table and discussed at a Regular meeting which action has been on the agenda notice of that meeting.

ARTICLE XVI.

LIENS

Section 1. Protection of Property

All liens against a Condominium , other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien

A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes, and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit

Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to Comply

Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register

The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgage. If a Register is maintained, the Board of Directors of the Association, may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XVIII. RULES AND REGULATIONS

Section 1.

The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements, the limited common elements, and any facilities or services made available to the unit owners, a copy of the Rules and Regulations adopted from time to time, as herein provided, shall from time to time be posted in a conspicuous place.

Section 2. As to Condominium Units

The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium unit(s), provided, however, that copies of such Rules and Regulations, prior to the time the same became effective, shall be posted in a conspicuous place on the Condominium's property, and/or copies of same shall be furnished to each unit owner.

Section 3. As to Recreation Area and Facilities

The recreation area and facilities shall be used only by the unit owners, their lessees, guests and others as may be permitted from time to time by the Association. All children who are such age as the Association determines must be accompanied by a responsible adult unit owner, lessee or other person as approved from time to time by the Association, when utilizing the recreation areas and/or facilities.

Any damage caused by a unit owner, his family, servants, guests, etc., shall be paid for by the unit owner responsible therefore, and the cost thereof shall be a charge and lien upon the associated unit owner's parcel as a special assessment.

Section 4. Conflict

In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Condominium documents, the latter shall prevail. In the event of any conflict between the Condominium documents and the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereinafter arise with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of said Declaration of Condominium shall prevail. In the event of any conflict between the Condominium Documents and the Condominium Act exists which may seem legally questionable, the Bureau of Condominiums shall be contacted and any decision by them shall be in writing and attached to the Condominium Documents. When a Lawyer renders any decision in regards to differences between the Condominium Documents and the Condominium Act, said decision shall be in writing and attached to the Condominium Documents. The Bureau of Condominiums for the State of Florida provides State Statutes 718 and Administrative codes 61B-15 through 61B-24 which shall control the operation of Turtle Lake Golf Colony Condominium Association.

APPROVED AND DECLARED as the By-Laws of the Association named below.

DATED this _____ day of _____, 19__.

TURTLE LAKE GOLF COLONY CONDOMINIUM APT. INC., NO. ONE

By: _____ (Seal)
President

Vice- President

Treasurer

ASSOCIATION

Attest: _____ (SEAL)
Secretary

EXPLANATION OF CHANGES TO EXHIBIT "3"

CHANGES (C)

ADDITIONS (A)

REMOVAL (R)

(C) Article II F.S. 718.103(2)

(A) Article II added Building Nos. A, 3, 4, 5, 6, 7, 8, 9, 11, 12 to existing Building Nos. 1, 2, 10. Buildings formerly in Association 2 which was legally merged into Association 1 on November 3, 1992.

(R) Article II - The Corporation may.....above specified condominium. (Note the statement as singular "condominium" when referring to the above buildings 1, 2, 10. Both places claim all three buildings as one condominium)

ARTICLE VI

(C) less than three (3) to less than five (5) to conform to F.S. 718.112(2)(A)1. Also, revised remainder of paragraph to conform to By-Laws.

ARTICLE IX B

(C) was three-fourths (3/4ths) to two-thirds (2/3rds) - to comply with F.S. 718.112(2)(h).

(R) After the property.....Developer and Management firm. Removed entire paragraph, terminated December 3, 1983.

EXHIBIT #3

**ARTICLES
OF
INCORPORATION**

EXPLANATION OF CHANGES TO EXHIBIT "3"

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TURTLE LAKE GOLF COLONY CONDOMINIUM COMPLEX

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EXHIBIT "3"

ARTICLES OF INCORPORATION

We, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit Corporation under the laws of the State of Florida, pursuant to Florida Statutes 617 Et. Seq., and hereby certify as follows:

ARTICLE I.

The name of this Corporation shall be: -
TURTLE LAKE GOLF COLONY CONDOMINIUM APTS., INC. NO. I

ARTICLE II.

The general purpose of this non-profit Corporation shall be as follows: - To be the "Association" (as defined in the Condominium Act of the State of Florida. F.S. 718.103(2) for the operation of TURTLE LAKE GOLF COLONY CONDOMINIUM APTS., INC., BUILDING NOS. A, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12, a Condominium, to be created pursuant to the provisions of the Condominium Act, and as such Association, to operate and administer said Condominium and carry out the functions and duties of said Condominium Association, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto. The Board of Directors shall have the authority in their sole discretion to designate the above Corporation as the Association for such additional condominiums (as defined in F.S. 718.103(10) and in such instance(s), the provisions hereafter in these Articles of Incorporation shall be interpreted in such a manner as to include such additional condominium(s).

ARTICLE III.

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

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium that shall be filed for said Condominium among the Public Records of Collier County, Florida.

ARTICLE IV.

This Corporation shall have perpetual existence.

EXHIBIT "3"

ARTICLE V.

The names and residences of the Subscribers to these Articles of Incorporation are as follows:

LANNY M. KALIK
IRVING FISHMAN
MICHAEL L. MAYER

ARTICLE VI.

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than five (5) nor more than the number specified in the By-Laws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership as specified in the By-Laws. Provision for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies of the Directorate, shall be established by the By-Laws.

Section 2. The principal Officers of the Corporation shall be:

President
Vice President
Secretary
Treasurer

(the last two officers may be combined) who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VII.

The names of the Officers who are to serve until the first election of Officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

MITCHELL L. MAYER	President
LANNY M. KALIK	Vice President
IRVING FISHMAN	Secretary

ARTICLE VIII.

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

LANNY M. KALIK	2514 Hollywood Boulevard, Hollywood, Florida
IRVING FISHMAN	2514 Hollywood Boulevard, Hollywood, Florida
MITCHELL L. MAYER	2514 Hollywood Boulevard, Hollywood, Florida

EXHIBIT "3"

ARTICLE IX.

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors.

Prior to the time the property described in Article II herein above has been submitted to Condominium ownership by the filing of the Declaration of Condominium, said first Board of Directors shall have full power to amend, alter or rescind said By-Laws by a majority vote.

After the property described in Article II herein above has been submitted to Condominium ownership by the filing of the Declaration of Condominium, the By-Laws may be amended, altered, supplemented or modified by the membership at the Annual Meeting, or at a duly convened special meeting of the membership attended by a majority of the membership, by vote as follows:

A. If the proposed change has been approved by the unanimous approval of the Board of Directors, then it shall require only a majority vote of the total membership to be adopted.

B. If the proposed change has not been approved by the unanimous vote of the Board of Directors, then the proposed change must be approved by two-thirds (2/3rds) of the total vote of the membership.

ARTICLE X:

Amendments to these Articles of Incorporation may be proposed by any member or director and shall be adopted in the same manner as is provided for the amendment of the By-Laws as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice-President, has been filed with the Secretary of State, and all filing fees paid.

ARTICLE XI.

This Corporation shall have all of the powers set forth in Florida Statute 617.021, all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and Exhibits annexed thereto.

EXHIBIT "3"

ARTICLE XII.

There shall be no dividends paid to any of the members, nor shall any part of the income of the Corporation be distributed to its' Board of Directors or Officers. In the event there are any excess receipts over disbursements, as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, directors and officers, for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

ARTICLE XIII.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the numbers of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws. The voting rights of the owners of parcels in said Condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

EXHIBIT "3"

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals,
this _____ day of _____, 199__.

Signed, sealed and delivered
in the presence of:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF FLORIDA)
 SS:
COUNTY OF COLLIER)

BEFORE ME, the undersigned authority, personally appeared

who after being by me first duly sworn acknowledged that they executed the foregoing Articles of
Incorporation of TURTLE LAKE GOLF COLONY CONDOMINIUM APTS., INC. NO. _____
A Florida Corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this _____ day of
_____, 199__.

_____ (SEAL)
Notary Public, State of Florida at Large

My Commission expires: