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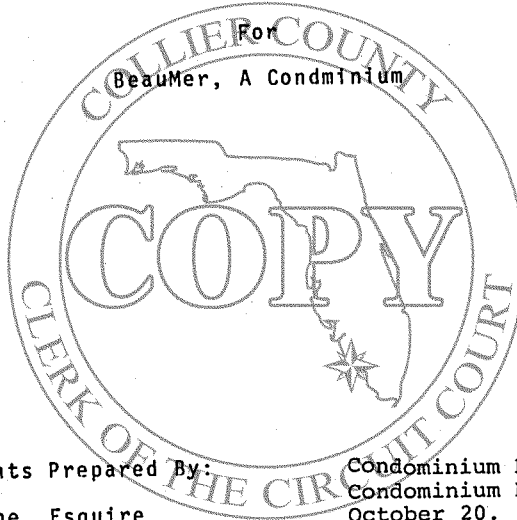
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Declaration of Condominium



For
Beaumer, A Condominium

These Instruments Prepared By:

Michael E. Crane, Esquire
MALONEY & CRANE, CHARTERED
6300 Trail Boulevard North
Naples, Florida 33940

Condominium Exhibits filed in
Condominium Book 21, pages 76-82,
October 20, 1982.

William J. Reagan, Clerk

by: Laura Prokop DC

BeauMer, A Condominium

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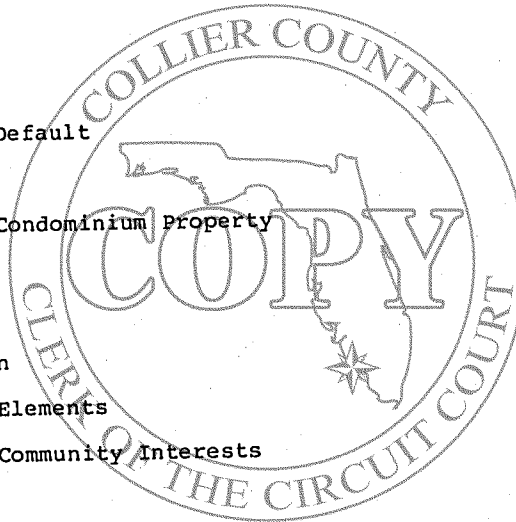
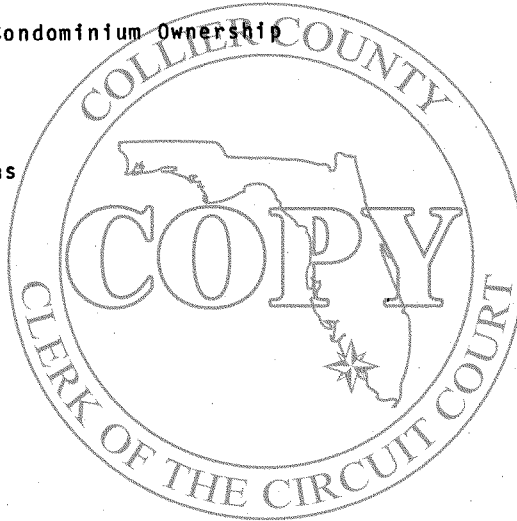


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DECLARATION OF CONDOMINIUM

FOR

BeauMer , A Condominium

On this 20th day of October, 1982, The BEAUMER OF NAPLES, a Florida General Partnership, called Developer, the owner of the fee simple title to the land described herein, for itself, its heirs, grantees and assigns, hereby makes the following declarations:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The Developer hereby submits to the Condominium form of ownership in the manner provided for by Chapter 718, Florida Statutes, as amended to the date hereof, (The Condominium Act) the land described in paragraph 3. hereof, together with all improvements now and later situated thereon and all rights appurtenant thereto with all such property hereinafter collectively referred to as the condominium property.

2. NAME AND ADDRESS. The name by which this condominium is to be identified is BeauMer, A Condominium, sometimes hereinafter called the "Condominium". The street address for this condominium is 801 River Point Drive, Naples, Florida 33940.

3. THE LAND. The land submitted to the condominium form of ownership by this instrument is located in Collier County, Florida, and is described on attached Exhibit DC-1.

This property is sometimes hereinafter referred to as the "Land."

A survey of this land is contained in the exhibits attached to this instrument.

4. DESCRIPTION OF CONDOMINIUM PROPERTY. The improvements comprising the condominium property are described as follows:

4.1 Four (4) residential buildings designated as building "A", "B", "C" and "D". These buildings contain a total of eighty eight (88) condominium dwelling units as defined by the Condominium Act. Each of the units has been individually identified by number. A list of the individual unit numbers is set forth on attached Exhibit DC-8.

4.2 Building "A" contains a ground floor plus three (3) upper floors. There are a total of twenty three (23) condominium units in this building, plus a manager's apartment #202-A, which is a part of the common elements.

Eight (8) of the units occupy a portion of the first and second floors.

Seven (7) of the units plus the manager's apartment occupy the third floor.

Eight (8) of the units occupy the fourth floor.

There are eight (8) garages on the ground or first floor. Seven of them accomodate two (2) vehicles and one (1) accomodates one vehicle.

4.3 Building "B" contains a ground floor or first floor plus three (3) upper floors. There are a total of twenty one (21) units in this building.

Seven (7) of the units occupy a portion of the first and second floors.

There are seven (7) units on each of the third and fourth floors.

There are seven (7) garages on the ground or first floor and each of them accomodates two (2) vehicles.

4.4 Building "C" contains a ground or first floor plus three (3) upper floors. There are a total of twenty four (24) units in this building.

Eight (8) of the units occupy a portion of the first and second floors.

There are eight (8) units on each of the third and fourth floors.

There are seven (7) garages on the ground or first floor and each of them accomodates two (2) vehicles. There is an additional garage that accomodates two (2) vehicles and contains a storage area of approximately 240 square feet, which is a part of the common elements.

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4.5 Building "D" contains a ground or first floor plus four (4) upper floors. There are a total of twenty (20) units in this building.

Five (5) of the units occupy a portion of the first and second floors.

There are five (5) units on each of the third, fourth and fifth floors.

There are five (5) garages on the ground or first floor and each of them accomodates two (2) vehicles.

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4.6 Garages. The right, as a limited common element, to the use and occupancy of one half (1/2) of one of the individual garages will be assigned to fifty five (55) condominium units with the right of such assignment originally resting with the Developer. Once the use and occupancy has been deeded to a unit owner, such shall thereafter become an appurtenances to the unit.

4.7 A survey of the condominium property is attached as Exhibit DC-2.

4.8 Graphic descriptions of the various buildings and typical building floor plans are set forth on attached Exhibit DC-4.

4.9 Typical floor plans of the individual dwelling units are set forth on Exhibit DC-6.

4.10 The common elements include all areas not forming a part of an individual unit and includes but are not limited to the following:

- a) The swimming pool.
- b) The whirlpool bath.
- c) The recreation building.
- d) The manager's apartment located in building "A", and designated as apartment 202-A, together with the manager's office also located in building "A".
- e) The storage area in Building "C" contains approximately 240 square feet of floor area.

In addition, the common elements include condominium property such as but not limited to landscaping, wires, cables, drains, pipes, ducts, conduits, valves and fittings.

4.11 The limited common elements of this condominium include areas designated as such herein and on attached Exhibits including but not limited to balconies or terraces, outside dwelling units and parking spaces.

5. DEFINITIONS. In addition to the definitions set out in the Condominium Act the following is the meaning of terms used in this document:

5.1 Units. The term units, as used herein, shall mean and comprise the separate dwelling units. Each unit, sometimes hereinafter referred to as an apartment, shall include that part of the building that lies within the following boundaries:

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

(a) Upper and lower boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundary - the horizontal plane of the undecorated finished ceiling.

(2) Lower boundary - the horizontal plane of the undecorated finished floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

Included in the units are all glass and other transparent material in the walls of the unit, insect screens and screening in windows and doors and the materials covering other openings in the exterior of the units.

Not included in the units are all pipes, ducts, vents, wires, conduits, and other facilities, equipment or fixtures running through any interior wall, or horizontal or vertical portion of a unit for the furnishing of utility services, heating, cooling or ventilation to units, common elements or limited common elements.

5.2 Common Elements. The term "Common Elements," as used herein, shall mean and comprise all of the real property of the Condominium except units including, without limitation: (1) easements through units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to units and common elements; and (2) easements of support in every portion of a unit which contributes to the support of other units and/or common elements; and (3) installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of units in the Condominium.

5.3 Limited Common Elements. "Limited Common Elements" as the term is used herein, shall mean and comprise the common elements which are reserved herein, or assigned or granted separately herefrom for the use of a certain unit or units to the exclusion or other units.

5.4 Association. Association means BeauMer CONDOMINIUM ASSOCIATION, INC..

5.5 Common Expenses. Common expenses include:

(a) Expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the common elements and of the portions of the units to be maintained by the Association.

(b) Expenses declared to be common expenses by the Declaration or by the Bylaws of the Association, and any valid charge against the property as a whole.

5.6 Common Surplus. Common Surplus means the excess of all receipts of the Association, including assessments, rents, profits or other revenue of the account of the common elements over the total common expenses for a given period.

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

5.8 Utility Services. Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

6. APPURTENANCES: There shall pass with a unit as appurtenances thereto the following:

6.1 An undivided 1/88th share in the common elements and common surplus, as set forth in attached Schedule DC-8.

6.2 A garage space or a specifically assigned automobile parking space with the right of selection and assignment originally vesting in the Developer but subsequently with the Association after the Developer has relinquished control of the Association to the unit owners.

6.3 The right to use exclusively, or in common with certain other units where so specified, those portions of the common elements designated and/or reserved herein and/or granted elsewhere to a certain unit or units as limited common elements.

6.4 An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated.

6.5 Non-exclusive easements, to be used and enjoyed in common with the owners of all units in the Condominium, for use of those common elements not designated elsewhere herein as limited common elements, including without limitation, easements for:

The furnishing and maintenance of public utility services to all parts of the real property of the Condominium over, across, in and through the land, buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated.

6.6 The non-exclusive right of ingress and egress over streets, walks, rights-of-way serving the units of the Condominium as part of the common elements necessary to provide reasonable access to the public ways.

6.7 An exclusive easement for the unintentional and non-negligent encroachment by any unit upon any other unit or common

element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching unit or other improvement, to the extent of such encroachment.

6.8 An exclusive easement for the use of the area of Land and air space occupied by the air conditioning compressor, and the equipment and fixtures appurtenant thereto, situated in and/or on common elements of the Condominium but exclusively serving and individually owned by the owner of the Units, as the same exist in exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

6.9 The right to membership in the "Association", upon the terms and conditions set forth elsewhere herein.

7. ASSOCIATION. The operation of the Condominium shall be by BeauMer CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit DC-9 and incorporated by reference herein.

7.2 Bylaws. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached as Exhibit DC-10 and incorporated by reference herein.

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to the unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4 Restraint Upon Assignment of Shares in Assets. The share of each member in the funds and assets of the Association cannot be

assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

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

7.6 Membership in Association. All of the record owners of units in the condominium shall be members of the Association.

7.7 Voting Rights in Association. The owner of each unit shall be entitled to one vote. Where a unit is owned by more than one person, by a corporation, or some other entity, the vote for such unit shall be cast by a person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

8. ASSESSMENTS. To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

8.1 Determination of Assessments. Assessments by the Association against each owner of a unit, and his unit shall be the pro rata share of the total assessments to be made against all owners of units and their units as is set forth in the Schedule annexed hereto and made a part hereof as Exhibit DC-8. Should the Association become the owner of any unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such unit(s), reduced by an amount of income which may be derived from the leasing of such unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among the owners of all units which are not owned by the Association, based upon their proportionate interests in the common elements exclusive of the interests therein appurtenant to any unit or units owned by the Association.

8.2 Time for Payment. The assessment levied against the owner of each unit for his unit shall be payable quarterly on such dates as shall from time to time be fixed by the Board.

8.3 Annual Budget. The Board shall, in accordance with the Bylaws of the Association, establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expense for the forthcoming year required for the proper operation, management and maintenance of the Condominium including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each unit owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a unit owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

8.4 Reserve Fund. The Board, in establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as reserve fund for the replacement of common elements and personal property held for the joint use and benefit of the owners of all units.

8.5 General Operating Reserve. The Board, when establishing each annual budget may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of units, as a result of emergencies or for other reason placing financial stress upon the Association. The annual amount allocated to such operating reserve and collected therefor shall not exceed ten percent (10%) of the current annual assessment levied against the owners of all units. Upon accrual in the operating reserve of an amount equal to twenty-five percent (25%) of the current annual assessment, no further payments shall be collected from the owners of units as a contribution to such operating reserve, unless it shall be reduced below the twenty-five percent (25%) level, in which event the annual assessment against

each owner and/or unit shall be increased to restore the operating reserve to an amount which will equal twenty-five percent (25%) of the current annual amount of said assessment.

8.6 Use of Association Funds. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles and Bylaws. As the monies for annual assessments are paid to the Association by the unit owner, the same may be co-mingled with monies paid to the Association by the other owners of units. Although all funds and other assets of the Association, and any increments thereto, or profits derived therefrom or from the leasing or use of common elements, including without limitation, common surplus, shall be held for the benefit of the members of the Association. No member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his unit.

8.7 Delinquency or Default. The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the rate of ten (10%) percent per annum until the same, and all interest due thereon, has been paid in full.

8.8 Personal Liability of Unit Owner. The owner(s) of each unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a unit.

8.9 Liability not Subject to Waiver. No owner of a unit may exempt himself from liability for any assessment levied against such owner and his unit by waiver of the use or enjoyment of any of the common elements, or by abandonment of the unit, or in any other manner.

8.10 Lien for Assessment. The Association is hereby granted a lien upon each unit and its appurtenant undivided interest in common elements and upon any exclusive right to use a parking space

constituting limited common elements appurtenant to any such unit, which lien shall and does secure the monies due for all: (1) assessments levied against the unit and the owner(s) thereof; and (2) interest, if any, which may become due on delinquent assessments owing to Association; and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Collier County, Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver for said unit. The rental required to be paid shall be equal to the rental charged on comparable types of units in the area. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the rate of ten (10%) percent per annum on all such advances made for such purpose.

8.11 Recording of Priority of Lien. The lien of the Association shall be effective from and after recording in the Public Records of Collier County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien.

8.12 Effect of Foreclosure or Judicial Sale. In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure or judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable

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for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety. In the event of the acquisition of title to a Unit by foreclosure or judicial sale, any assessment or assessments for the period prior to such acquisition, as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all units as a part of the Common expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Notwithstanding the foregoing, a mortgagee or other party acquiring title to a unit by foreclosure shall not during the period of such ownership, whether or not the unit is occupied, be excused from the payment of all normal and special assessments against the unit owners during the period of such ownership.

8.13 Effect of Voluntary Transfer. When the owner of any unit proposes to sell the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such unit, shall furnish to the proposed purchaser a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such unit. Such statement shall be executed by any officer or Agent of the Association and any purchaser may rely upon such statement in concluding the proposed purchase transaction, and the Association shall be bound by such statement.

In the event that a unit is to be sold at the time when payment of any assessment against the owner of the unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the proceeds of such sale shall be applied by the purchaser first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such proceeds to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

8.14 Maintenance Assessments on Unsold Units. Anything contained in this Declaration of Condominium to the contrary notwithstanding, until all of the units have been sold and title transferred to the owners, the Developer shall not be liable or obligated to pay its pro rata share of the common expenses on any unsold units. Until all the units have been sold or the Developer has turned over the operation of the Condominium to the Association, whichever first occurs, the Developer shall be responsible for and control the maintenance and repair of the condominium property. During this period the Developer agrees to keep the Condominium property maintained in the proper manner and guarantees that the assessment for common expenses imposed on a Unit owner shall not exceed per month. Any amount of common expenses incurred during the period prior to the Developer turning over control of the Association in excess of the assessments at the guaranteed level shall be paid by the Developer. The Developer further agrees that the maintenance assessments shall not be increased more than fifteen percent (15%) in any one fiscal year. The fiscal year is the same as the calendar year.

9. USE RESTRICTIONS. Use of the Condominium property shall be in accordance with the following provisions:

9.1 Units. Each of the Units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. No unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred.

9.2 Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit owners.

9.3 Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by residents.

All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium property.

9.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium property shall be that of those responsible for the maintenance and repair of the property concerned.

9.5 Pets. Owners may have small domesticated pets in their units, so long as they do not exceed 16 inches in height measured at the shoulder or 20 pounds in weight; however, in the case of dogs, owners are limited to one small dog. All four legged pets shall be kept on a leash while outside the owner's unit, and no dog under the age of one year may be kept on the premises. In the event that any pet kept on the premises, including a dog, shall constitute a nuisance in the opinion of a majority of the Board of Directors, then the owner, when so notified in writing, shall be required to immediately remove said pet or dog from the premises.

9.6 Nothing to be Erected Upon Building or Common Elements. No signs, advertisements or notices of any type, and no exterior antennas or aerials shall be erected upon the common elements, and no screen or glassing shall be added to the porches of the units; provided, however, the Board Directors in their regulations may vary this restriction.

9.7 Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendment shall be furnished by the Association to all unit owners and residents of the Condominium upon request. Each unit owner shall abide by the regulations so promulgated.

9.8 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the Condominium, neither the unit owners nor the Association, nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and sale of the units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

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

10.1 Negligence. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. The responsible unit owner shall reimburse the association for any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements.

10.2 Costs and Attorney Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

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

11. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each apartment owner covenants to observe:

11.1 Transfers Subject to Approval.

(a) Sale. No apartment owner may dispose of an apartment or any interest in any apartment by sale without approval of the Association except to an apartment owner.

(b) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(c) Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(d) Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such apartment shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Gift, Devise or Inheritance; other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(3) Failure To Give Notice. If the above required notice to the Association is not given, then at any time after

receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the public records of Collier County, Florida, at the expense of the purchaser.

(2) Gift, Devise or Inheritance; other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the public records of Collier County, Florida, at the expense of the apartment owner.

(c) Approval of Corporate Owner or Purchaser.

Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

11.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase the apartment

concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the apartment owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Collier County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded at the public records of Collier County, Florida, at the expense of the purchaser.

(b) Gifts, Devise or Inheritance; other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the apartment owner, who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Collier County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Collier County, Florida, at the expense of the apartment owner.

11.4 Mortgage. No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of community interests" shall not apply to a transfer or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so

whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Unauthorized Transactions. Any sale or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. MAINTENANCE. Maintenance, alteration and improvement. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvement, shall be as follows:

12.1 Apartment.

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

(1) All portions of an apartment contributing to the support of the apartment building, except interior surfaces, which portions shall include but not be limited to load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the Condominium other than the apartment within which contained; and

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

(b) By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association, and to install carpeting over all floor areas within his apartment except the kitchen and

bathroom areas which shall be covered with either carpeting or a high quality vinyl. Such shall be done without disturbing the rights of other apartment owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

12.2 Common Elements.

By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

12.3 Limited Common Elements. The maintenance of the limited common elements shall be the responsibility of the Association and a common expense.

13. INSURANCE. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

13.1 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees. The named insured shall be the Association, individually, and as agent for the unit owners without naming them and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements or memorandum of insurance for such mortgagees. The owner(s) of each Unit may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided that all such insurance purchased by Unit owners shall be obtained from the insurer from which the Association purchases coverage against the same risk, liability or peril, if the Association has such coverage, if the same is required by the Association's insurer; and provided that each policy of such insurance purchased by a Unit owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit owners, the

Association, and their respective employees, agents, guests and invitees.

13.2 Required Coverage. The Association shall purchase and carry insurance coverage as follows:

(1) Casualty Insurance. Casualty insurance covering all of the buildings and other improvements of the Condominium, including without limitation Units and Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against:

(a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement.

(b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the building and other improvements of the Condominium, including without limitation vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

(2) Public Liability Insurance. Public Liability insurance in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all Units, including without limitation, hired automobile, nonowned automobile, offpremises employee coverage, water damage and legal liability, with crossliability endorsements to cover liability of all Unit owners as a group to each Unit owner.

(3) Workmen's Compensation Insurance. Workmen's Compensation insurance to meet the requirements of law.

(4) Flood Insurance. Flood Insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on units.

13.3 Optional Coverage. The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and unit owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any unit.

13.4 Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from the unit owners as common expenses.

13.5 Assured. All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee", as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit Owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property, subject only to the restrictions contained in subparagraph 13.9 below.

13.6 Insurer. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

13.7 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the BEAUMER CONDOMINIUM ASSOCIATION, INC., as Trustee. The duty of the trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees, in the following shares, but which shares need not be set forth on the records of the trustee:

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such

share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner 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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

13.8 Distribution of Proceeds. Proceeds of insurance policies received by the trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the trustee shall be paid first of provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any apartment and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds

are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgage.

13.9 Association as Agent. The association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the Condominium property to adjust all claims for property damage less than \$10,000 arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims. The Association is likewise irrevocably appointed agent for each apartment owner and for each owner of any other interest in the Condominium property to adjust all claims for property damage in excess of \$10,000 arising under insurance policies purchased by the Association. However, for all such claims in excess of \$10,000, the Association shall be authorized to execute and deliver releases and to settle claims for the apartment owners and for the owners of any other interest in the Condominium property only when the Association has the consent of all approved mortgagees. This provision shall not be construed to confer upon the Association any authority with regard to any claims which an apartment owner may have for personal injury.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

14.1 Whether or not Condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is any of the common elements, the damaged common element shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Apartment Building.

(1) Lesser Damage. If the damaged improvements are to an apartment building and if apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

(2) Major Damage. If the damaged improvements are to an apartment building and if apartments to which more than 50% of

the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 2/3rds of the common elements agree in writing to such reconstruction or repair.

14.2 Plans and Specification. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Administration of the Association, and if the damaged property is the apartment building, by the owners of not less than 2/3rds of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

14.3 Responsibility. If the damage is only to those parts of an apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

14.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

14.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

15. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS. Neither a unit owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

15.1 Apartments. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by majority vote shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture or equipment in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any screens or glass, or any storm or hurricane shutter or awning or any protective or decorative panel, panelling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Unit or portion of the building.

15.2 Common Elements. After the completion of the improvements included in the common elements contemplated by this Declaration there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than two-thirds (2/3rds) of the common elements except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

15.3 Notwithstanding any provision hereinabove set forth to the contrary, the Board of Directors of the Association may adopt a basic approved plan for screening and/or glassing of balconies and for enclosing balconies in Units of the Condominium. Owners of Units in the Condominium may screen or enclose the balconies of their Units in accordance with said approved basic plan therefor without specific consent from the Board of Directors of the Association, provided that such screening or enclosure conforms in all respects to the approved basic plans therefor.

15.4 Notwithstanding any provision set forth hereinabove to the contrary, the Board of Directors of the Association may adopt and approve a model, style and color of storm shutter as a standard storm shutter for use in the Condominium. Such storm shutter shall be of the type and design which is affixed directly over a door or window opening. No storm shutter except of the standard model, color and style adopted by the Board of Directors shall be used in or upon the Condominium. The periods of use of storm shutters shall be subject to regulation by the Board of Directors of the Condominium.

16. RIGHTS OF DEVELOPERS. So long as Developer, or any mortgagee succeeding Developer in title, shall own any unit, it shall have the absolute right to lease or sell any such unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease or sale of such unit, the right of first refusal, prior approval, or any right of redemption herein granted to the Association shall not be operative or effective in any manner. The Developer reserves the right, until all units presently held by it are sold, to execute, on behalf of the Association, Certificates of Approval approving persons for membership in the Association, provided due care and diligence is exercised in granting such approvals.

17. AMENDMENTS. Except as elsewhere provided otherwise, this Declaration of Condominium and the Bylaws of Beaumer CONDOMINIUM ASSOCIATION, INC., may be amended in the following manner:

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

17.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such

approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than two-thirds (2/3rds) of the entire membership of the Board of Administration, and by not less than two-thirds (2/3rds) of the votes of the entire membership of the Association; or

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(c) Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

17.3 Proviso. Provided no amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other units approve the amendment. Neither shall an amendment make any change in the section entitled "insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

17.4 Secret Ballot. Provided further that any vote to amend the Declaration of Condominium relating to a change in percentage of ownership in the Common Elements or sharing of the Common Expenses shall be conducted by secret ballot.

17.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Collier County, Florida.

18. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

18.1 Destruction. In the event it is determined in the manner elsewhere herein provided that the improvements shall not be

reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

18.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all of the owners of Units in the Condominium, and by all mortgagees who have recorded their mortgages. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives thirty (30) days notice of the proposed termination, and if the approval of the owners of Units to which not less than 75 percent of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased of an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and 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 arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) Payment. The purchase price shall be paid in cash.

(4) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

18.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Collier County, Florida.

18.4 Shares of Owners After Termination. After termination of the Condominium, the Unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares of the Unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' Units prior to the termination.

18.5 Amendment. This section concerning termination shall not be amended without consent of all Unit owners and of all owners of mortgages required to approve termination by agreement.

19. MISCELLANEOUS.

19.1 Severability. The invalidity in whole or in part of any covenant or restriction, or any article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

19.2 Applicability of Declaration of Condominium. All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any unit, or the mere act of occupancy of any unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

19.3 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The Florida Condominium Act, as the same may be amended from time to time hereafter, is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

19.4 Parties Bound. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute

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covenants running with the land, and shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officers on the date set forth above.

THE BEAUMER OF NAPLES, A FLORIDA
GENERAL PARTNERSHIP
BY: LONDON OF NAPLES, INC., A FLORIDA
CORPORATION, THE MANAGING GENERAL
PARTNER OF THE BEAUMER OF NAPLES,
A FLORIDA GENERAL PARTNERSHIP

WITNESSES:

Michael E. Evans
Susan J. Adams

By: *William T. Higgs*
William T. Higgs, President
of London of Naples, Inc.

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared WILLIAM T. HIGGS, President of London of Naples, A Florida Corporation, The Managing General Partner of THE BEAUMER OF NAPLES, A Florida General Partnership, and who acknowledged before me he did, in such capacity, execute the foregoing Declaration of Condominium as the act and deed of said Corporation and Partnership and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 20th day of October, 19 82.

Susan Adams Schutt
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 31 1985
BONDED INTO GENERAL INS & UNDERWRITERS

IN DECLARATION OF CONDOMINIUM

OLGA HIRSHHORN, Personal Representative of The Estate of Joseph H. Hirshhorn, residing in Naples, Florida, as the holder of a Note and Mortgage encumbering the land and improvements dedicated by the foregoing instrument to the condominium form of ownership under a Condominium known as THE BeauMer OF NAPLES, a Condominium, hereby consents to said Declaration of Condominium and any other document normally and reasonably required to be approved by the mortgagee in connection with the submission of land to the condominium form of ownership and grants its consent to the recording of said Declaration of Condominium and the above-described other documents in the Public Records of Collier County, Florida.

OLGA HIRSHHORN by the execution of this consent is not, nor does she intend to become, a Developer of the herein referenced project for purposes of representations and/or warranties in the event the lender is required to foreclose its mortgage.

WITNESSES

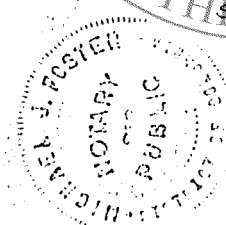
Charles E. [Signature]
N. Rendell [Signature]

BY: *Olga Hirshhorn*
 Olga Hirshhorn, Personal
 Representative of the Estate
 of Joseph H. Hirshhorn

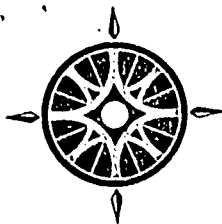
STATE OF *WASHINGTON*COUNTY OF *W.C.*

BEFORE ME, the undersigned authority, personally appeared OLGA HIRSHHORN, Personal Representative of the Estate of Joseph H. Hirshhorn and who acknowledged before me that she executed the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
 on this *17th* day of *August*, 19*82*.



Michael J. Foster
 Notary Public
 State of
 My Commission Expires: 4-14-86



WILSON, MILLER, BARTON, SOLL & PEEK, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

000991
OR BOOK

Description of Beaumer, a proposed
Condominium of Part of Lots 1, 3, 4
and 5 of Beaumaris Subdivision (Plat
Book 4, page 63), Collier County,
Florida and of part of Lots 6 & 7 of
Beaumaris Replat (Plat Book 4, page 107),
Collier County, Florida

001452
PAGE

Beginning at the southwest corner of Lot 7 of Beaumaris Replat,
according to the replat thereof as recorded in Plat Book 4, page
107, Public Records of Collier County, Collier County, Florida;
thence along the westerly line of said Lot 7 of Beaumaris Replat,
North 0°-07'-40" East 51.00 feet;
thence South 89°-52'-20" East 26.00 feet;
thence North 0°-07'-40" East 150.00 feet;
thence North 89°-52'-20" West 26.00 feet to a point on the westerly
line of Lot 6 at said Beaumaris Replat;
thence along said westerly line of said Lot 6 of Beaumaris Replat,
North 0°-07'-40" East 17.00 feet to the southwest corner of Lot 5
of Beaumaris Subdivision according to the plat thereof as recorded
in Plat Book 4, page 63, Public Records of Collier County, Collier
County, Florida;
thence along the westerly line of said Lot 5 of Beaumaris
Subdivision, North 0°-07'-40" East 104.09 feet to an angle point on
the westerly line of said Lot 5 of Beaumaris Subdivision;
thence along the westerly line of Lots 3, 4 and 5 of said
Beaumaris Subdivision, North 33°-48'-20" East 214.94 feet;
thence South 58°-18'-42" East 106.37 feet;
thence South 31°-40'-59" West 204.36 feet;
thence South 58°-09'-24" East 298.80 feet to a point on the
easterly line of said Lot 5 of Beaumaris Subdivision;
thence along the easterly line of said Lot 5 of Beaumaris
Subdivision and along the easterly line of Lots 6 and 7 of said
Beaumaris Replat, South 32°-41'-40" West 287.07 feet to the
southeast corner of Lot 7 of said Beaumaris Replat;
thence along the southerly line of Lot 7 of said Beaumaris Replat,
North 57°-36'-20" West 239.53 feet to the Point of Beginning of the
parcel herein described;
being a part of Lots 1, 3, 4 and 5 of Beaumaris Subdivision, (P.B.
4, pg. 63), Collier County, Florida and a part of Lots 6 and 7 of
Beaumaris Replat (P.B. 4, page 107), Collier County, Florida;
containing 2.59 acres more or less;
subject to easements and restrictions of record;
and being subject to a non-exclusive easement for ingress and
egress over and across the following described easement parcel;

continued on page 2



Description of Beaumar, a proposed Condominium of Parts of Lots 1, 3, 4 & 5 of Beaumaris Subdivision (Plat Book 4, page 63), Collier County, Florida and part of Lots 6 & 7 of Beaumaris Replat (Plat Book 4, page 107), Collier County, Florida.

page 2 of 2

Commencing at the southwest corner of Lot 7 of Beaumaris Replat, according to the replat thereof as recorded in P.B. 4, page 107, Public Records of Collier County, Collier County, Florida; thence along the westerly line of said Lot 7 of Beaumaris Replat, North 0°-07'-40" East 51.00 feet; thence South 89°-52'-20" East 26.00 feet for the POINT OF BEGINNING of the easement parcel herein described;

- thence North 0°-07'-40" East 150.00 feet;
- thence North 89°-52'-20" West 26.00 feet to a point on the westerly line of Lot 6 at said Beaumaris Replat;
- thence along said westerly line of said Lot 6 of Beaumaris Replat, North 0°-07'-40" East 17.00 feet to the southwest corner of Lot 5 of Beaumaris Subdivision according to the plat thereof as recorded in Plat Book 4, page 63, Public Records of Collier County, Collier County, Florida;
- thence along the westerly line of said Lot 5 of Beaumaris Subdivision North 0°-07'-40" East 22.00 feet;
- thence South 89°-52'-20" East 17.00 feet;
- thence South 73°-30'-00" East 29.00 feet;
- thence North 60°-00'-00" East 90.00 feet;
- thence South 30°-00'-00" East 6.00 feet;
- thence South 60°-00'-00" West 87.50 feet;
- thence South 0°-07'-40" West 176.89 feet;
- thence North 89°-52'-20" West 24.00 feet to the Point of Beginning of the easement parcel herein described;

being a non-exclusive easement for ingress and egress over and across a part of Lot 5 and proposed marine anchorage basin of Beaumaris Subdivision (P.B. 4, pg. 63), and part of Lots 6 and 7 of Beaumaris Replat (P.B. 4, pg. 104), Collier County, Florida.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY

Carl H. Soll, P.L.S. #1962

P.L.S.

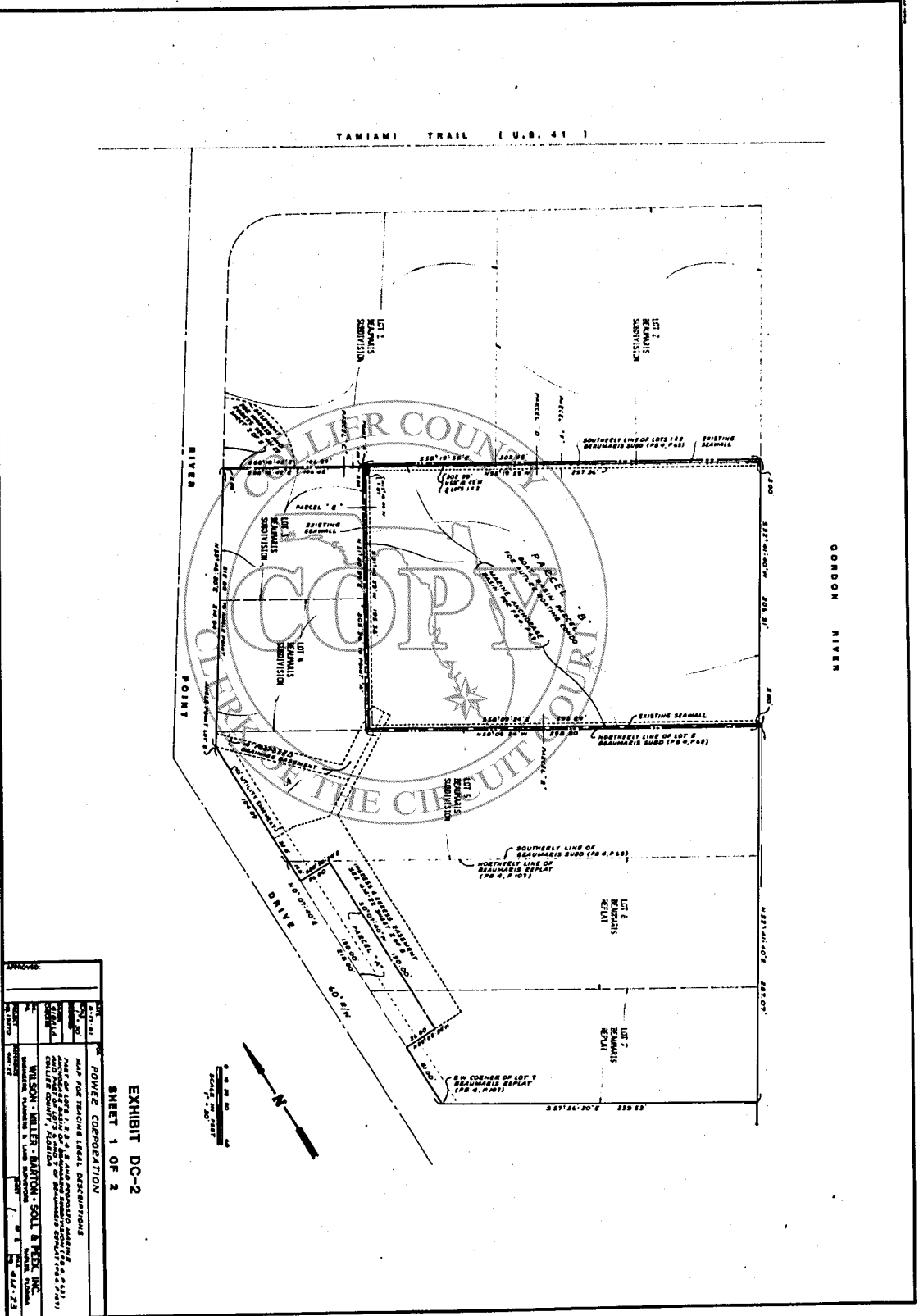
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August 13, 1981

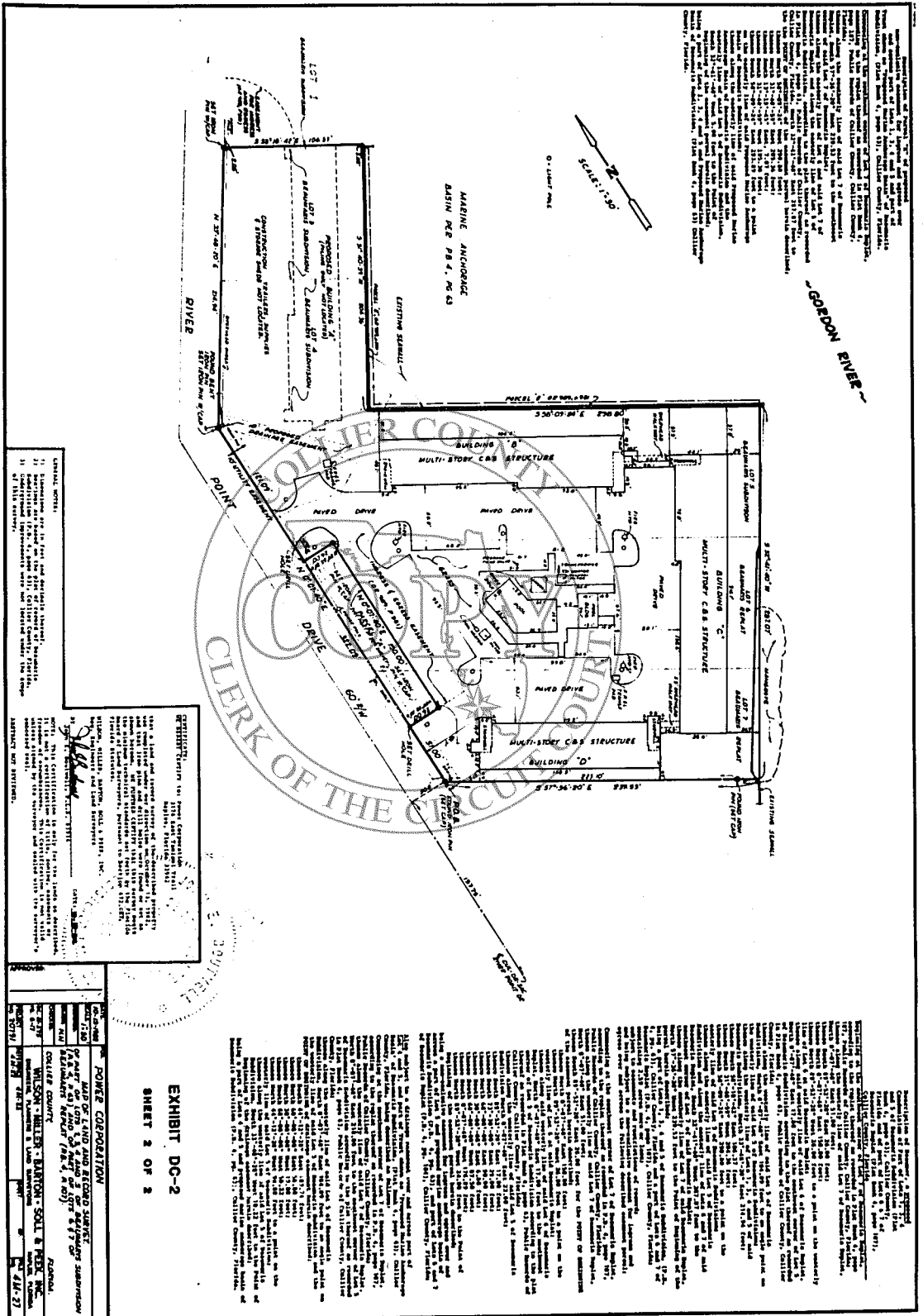
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Exhibit DC-1
Sheet 2 of 2

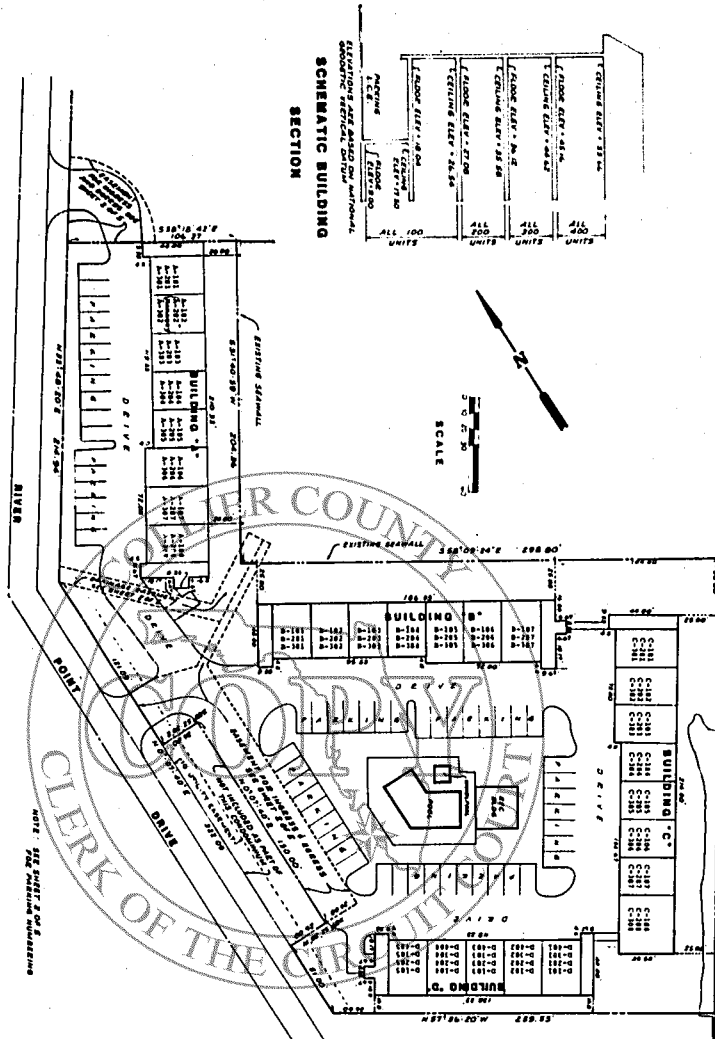
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GORDON, RIVERN

UNIT SCHEDULE									
UNIT	BUILDING	FLOOR	UNIT TYPE	PERIOD					
B-101	A	1st	1	On Street					
B-102	A	1st	2	Typical					
B-103	A	1st	3	Typical					
B-104	A	1st	4	Typical					
B-105	A	1st	5	Typical					
B-106	A	1st	6	Typical					
B-107	A	1st	7	Typical					
B-108	A	1st	8	Typical					
B-109	A	1st	9	Typical					
B-110	A	1st	10	Typical					
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B-113	A	1st	13	Typical					
B-114	A	1st	14	Typical					
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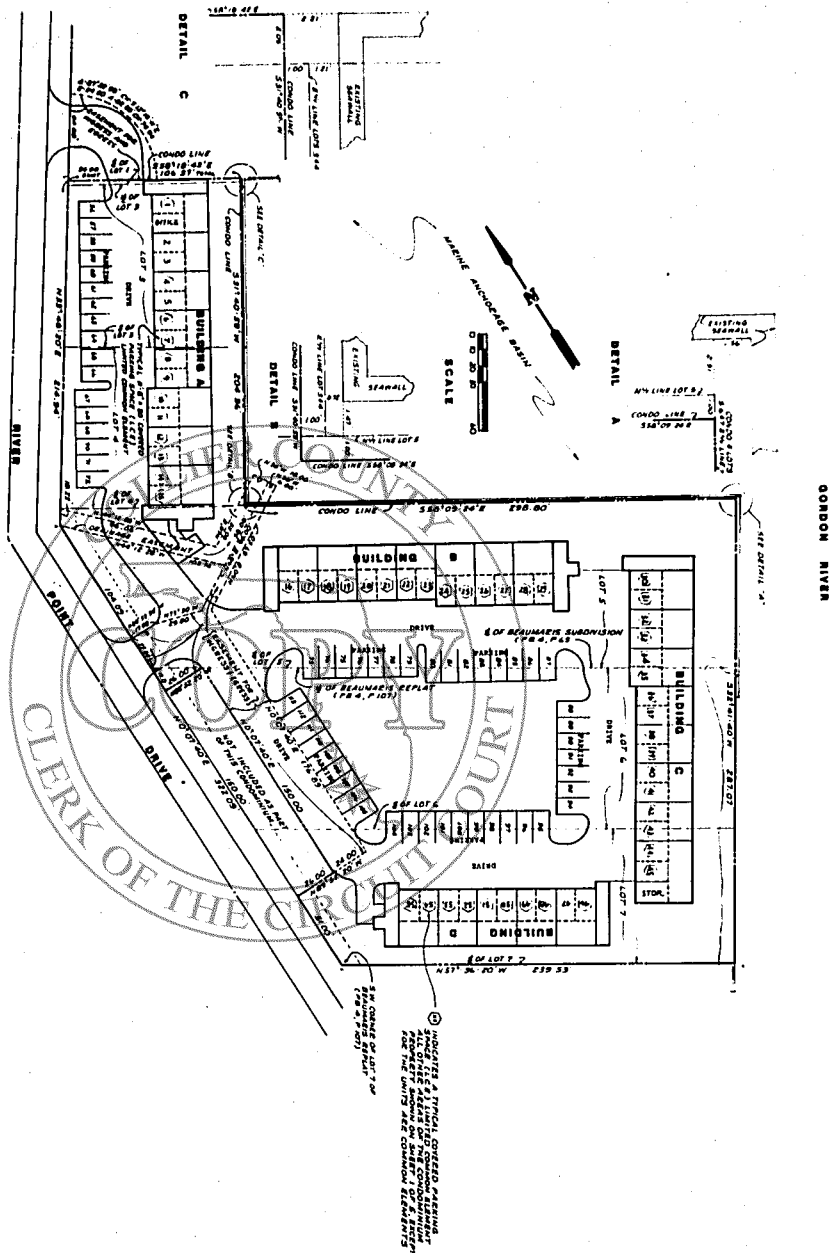
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INDEX

SHEET 1	BUILDING SITE PLAN & BUILDING SECTION
SHEET 2	PARKING SITE PLAN
SHEET 3	TYPICAL FLOOR PLANS
SHEET 4	TYPICAL FLOOR PLANS
SHEET 5	TYPICAL FLOOR PLANS

EXHIBIT DC-3
PROPOSED
BEAUMER, A CONDOMINIUM
BUILDING SITE PLAN & SCHEMATIC BUILDING SECTION
FILE: 4M-22 SHEET 1 OF 5

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BRUSH • BELLIS • BARTON • BOLL & PECK, INC.
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EXHIBIT DC-3

PROPOSED

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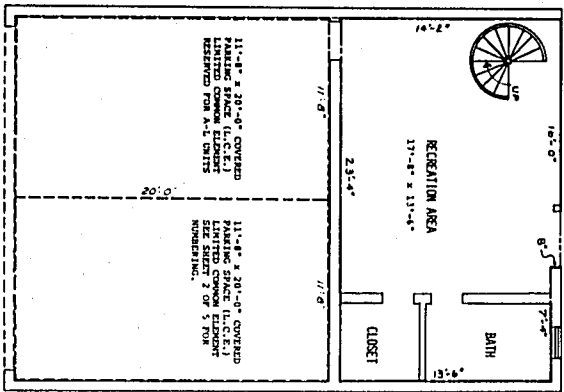
PARKING SITE PLAN

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SHEET 2 OF 2

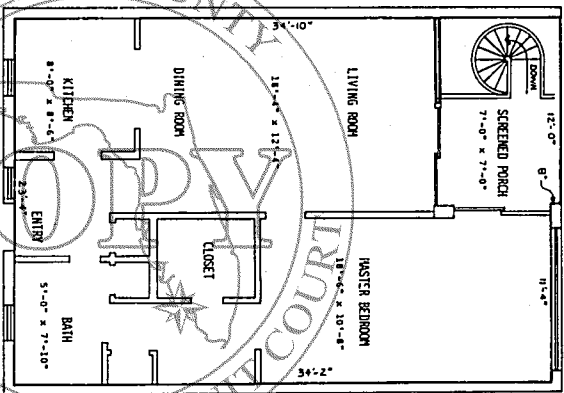
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GROUND FLOOR



TYPE A-L

SECOND FLOOR



TYPE A



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DESIGNERS & ARCHITECTS
NORTH FLORIDA

BEAUMER, A CONDOMINIUM

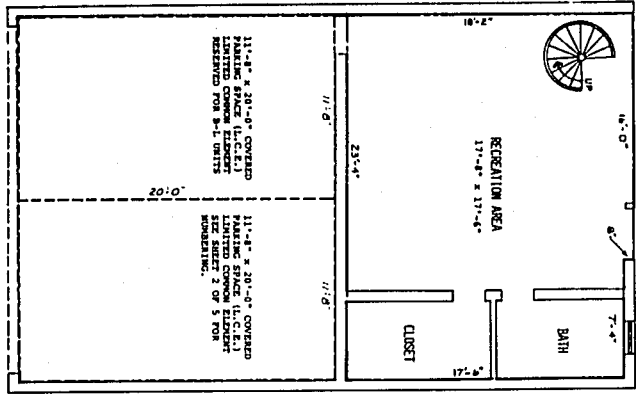
TYPICAL FLOOR PLAN

FILE: 4M-22 SHEET 3 OF 5

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GROUND FLOOR

TYPE B-1



SECOND FLOOR



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ENGINEERS & ARCHITECTS
MIAMI, FLORIDA

TYPE B

EXHIBIT DC-3

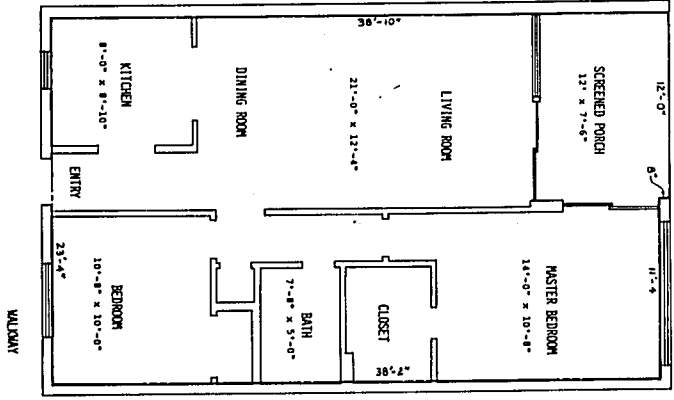
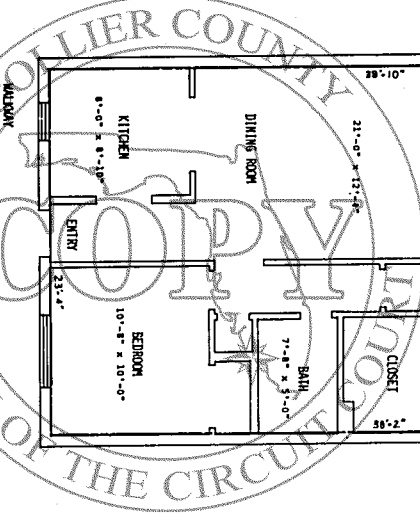
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BEAUMER, A CONDOMINIUM

TYPICAL FLOOR PLAN

FILE: 4M-22

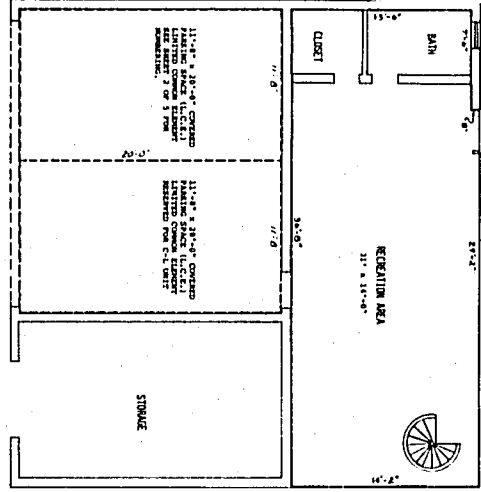
SHEET 4 OF 6



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GROUND FLOOR

TYPE C-1



SECOND FLOOR

SCALE
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TYPE C

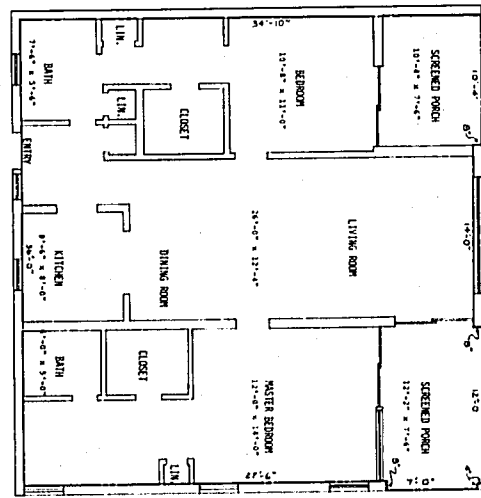
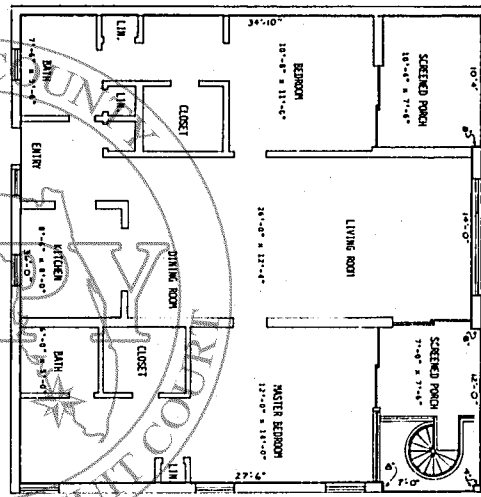
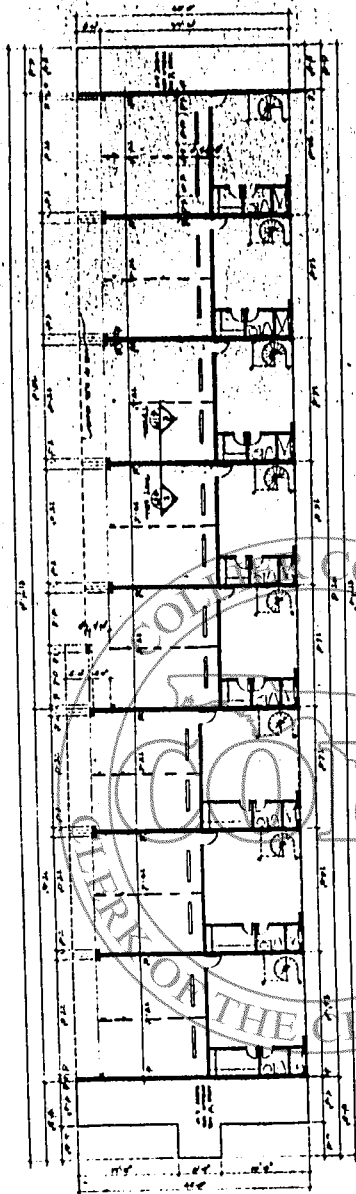


EXHIBIT DC-3
PROPOSED
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TYPICAL FLOOR PLAN
SHEET 5 OF 5
FILE: 4M-22

WILSON - MILLER - BARTON - SOUL & PYLE, INC.
ARCHITECTS & PLANNERS
NORTH LAKES, ILLINOIS

GROUND FLOOR PLAN - BUILDING NO. 1



TYPICAL FLOOR PLAN - BUILDING NO. 1

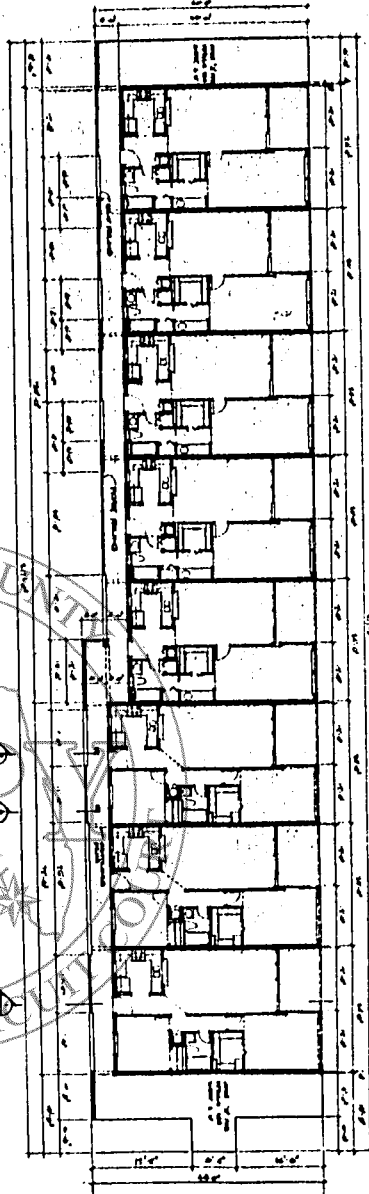


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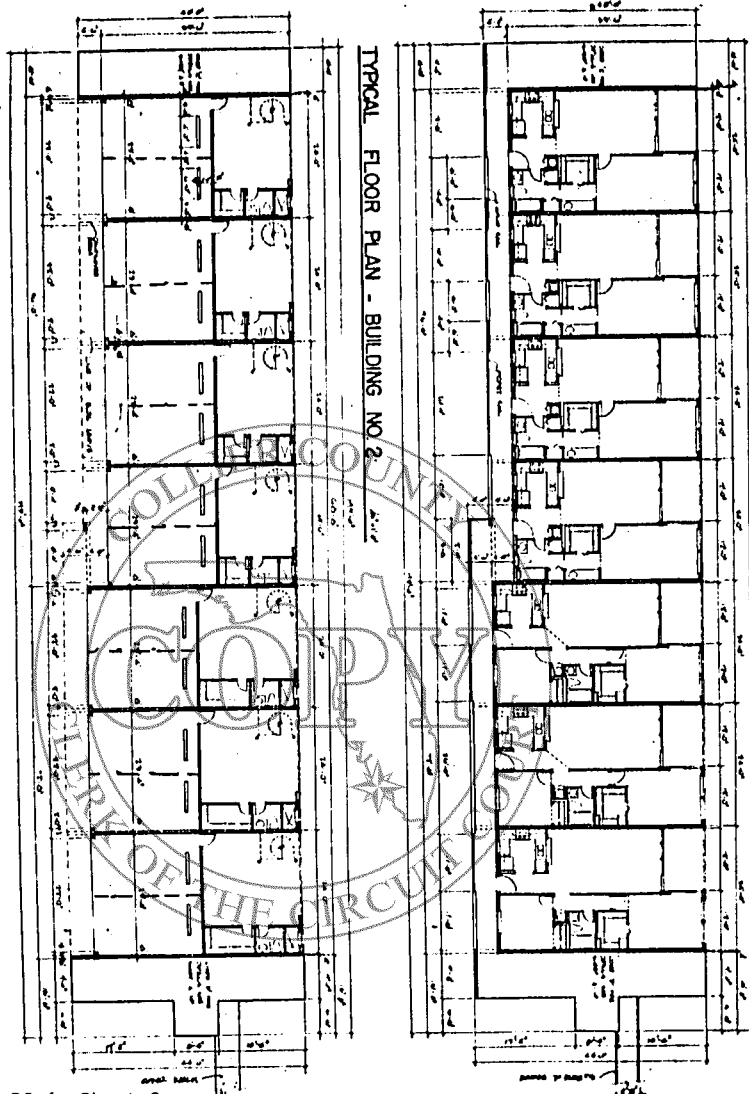
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OCAMPO
FERNANDEZ
RENAUD, INC. ARCHITECTS & PLANNERS

SEALER CONSTRUCTION FOR THE
POWER CORPORATION

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GROUND FLOOR PLAN - BUILDING NO. 2



TYPICAL FLOOR PLAN - BUILDING NO. 2

EXHIBIT DC-4 Sheet 2

A-7

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ARCHITECTS & PLANNERSSEANER CORPORAING FOR THE
POWER CORPORATION

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GROUND FLOOR PLAN - BUILDING NO. 3

TYPICAL FLOOR PLAN - BUILDING NO. 3

EXHIBIT DC-4 Sheet 3

A-8
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FERNANDEZ
RENAUD, INC., ARCHITECTS & PLANNERS
Miami & Fort Lauderdale, Florida

ENGINEER CORRESPONDENCE FOR THE
POWER CORPORATION
MIAMI FLORIDA

GROUND FLOOR PLAN - BUILDING NO. 4

TYPICAL FLOOR PLAN - BUILDING NO. 4

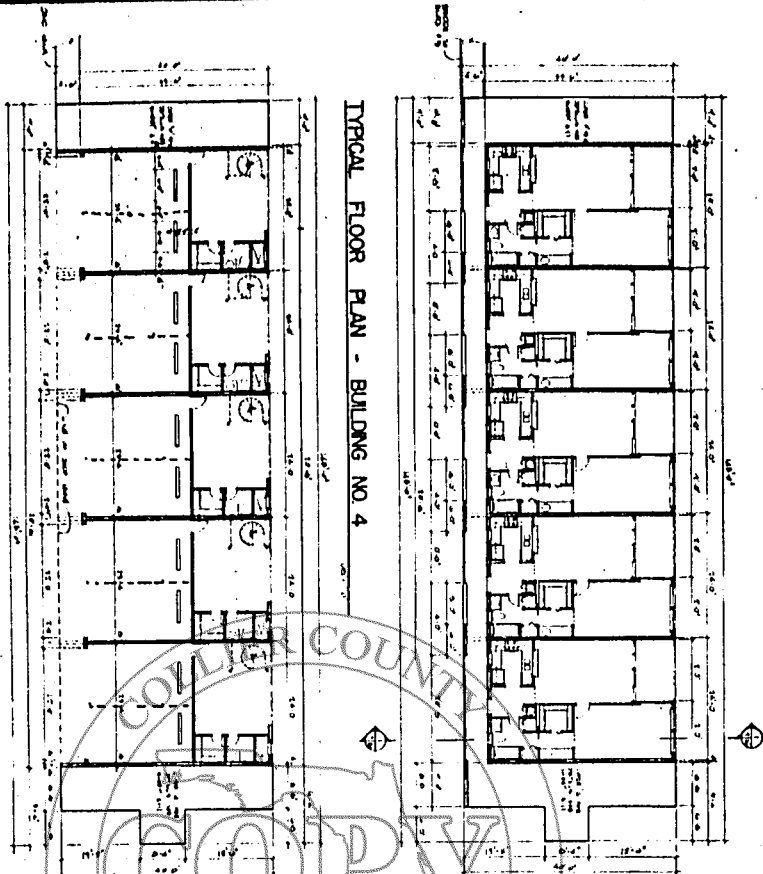


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FERNANDEZ
RENAUD, INC. ARCHITECTS & PLANNERS
Miami & Fort Lauderdale, Florida

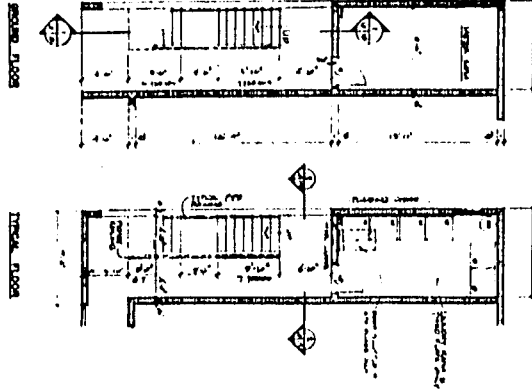
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SEANER CONDOMINIUMS FOR THE
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NAPLES FLORIDA

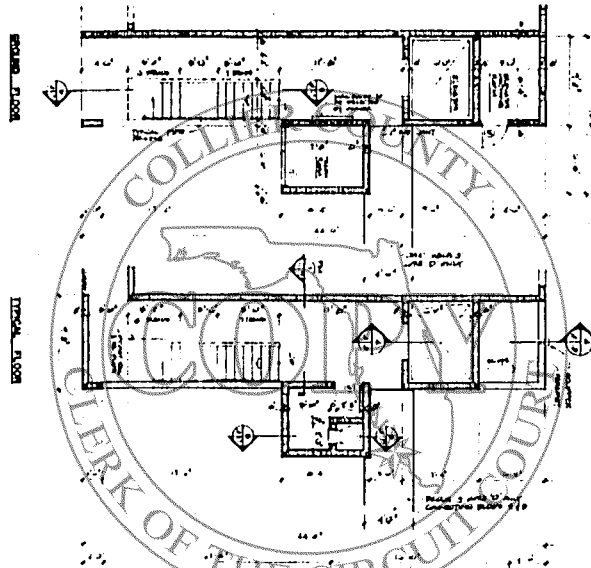
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FLOOR PLAN - CORES A & C



FLOOR PLAN - CORES B & D



FLOOR PLAN - CORE E

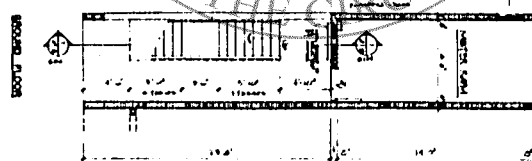


EXHIBIT DC-4 Sheet 5

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5/1/80

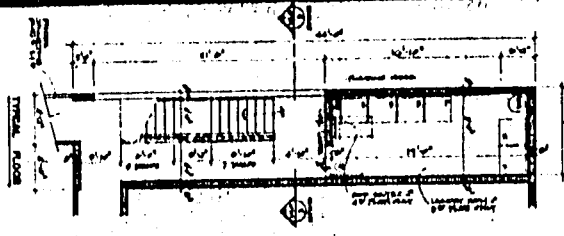
OCAMPO
FERNANDEZ
RENAUD, INC. ARCHITECTS & PLANNERS
Miami & Fort Lauderdale, Florida

SEALER CONDOMINIUM FOR THE
POWER CORPORATION
MIAMI
FLORIDA

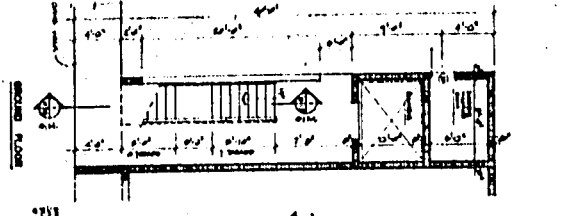
REVISION

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FLOOR PLAN - CORE E



FLOOR PLAN - CORE F



FLOOR PLAN - CORE G

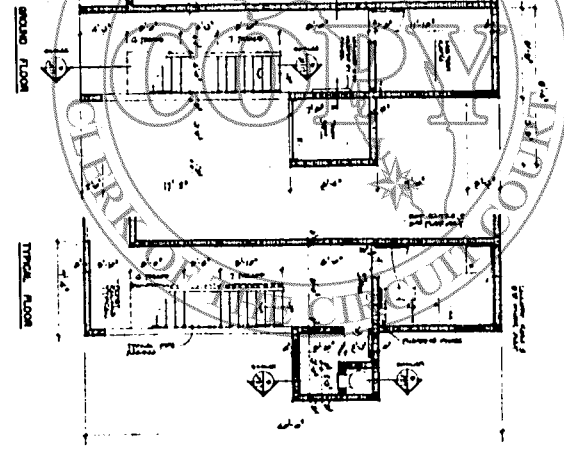
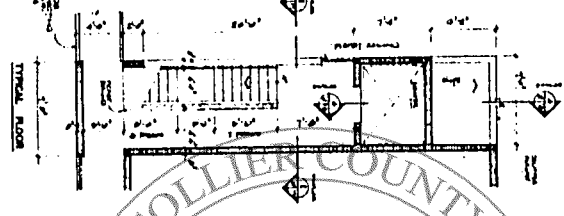


EXHIBIT DC-4 Sheet 6

A-11
10/17/80

OCAMPO
FERNANDEZ
RENAUD INC ARCHITECTS & PLANNERS
Miami & Fort Lauderdale, Florida

SEALED

SEALING CONCERNING FOR THE
POWER CORPORATION
MIAMI
FLORIDA

RECEIVED
10/17/80

RECORDER'S MEMO: Legibility
of writing, Typing or Printing
unsatisfactory in this document
when received.

LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION

BUILDING NO. 1

REAR ELEVATION

FRONT ELEVATION

EXHIBIT DC-5 Sheet 1

A-12

OCAMPO
FERNANDEZ
RENAUD, INC. ARCHITECTS & PLANNERS
Miami & Fort Lauderdale, Florida

BEALMER CONDOMINIUMS FOR THE
POWER CORPORATION
MIAMI
FLORIDA

RECORDER'S MEMO: Legibility
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when received.

LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION

BUILDING NO.2

REAR ELEVATION

FRONT ELEVATION

EXHIBIT DC-5 Sheet 2

5780
A-15

OCAMPO
FERNANDEZ
RENAUD INC ARCHITECTS & PLANNERS
Miami & Fort Lauderdale, Florida

SEA

BEAUMER CONDOMINIUMS FOR THE
POWER CORPORATION
MIAMI FLORIDA

REVISIONS

RECORDER'S MEMO: Legibility
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when received.

BUILDING NO.3

LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION

REAR ELEVATION

FRONT ELEVATION

EXHIBIT DC-5 Sheet 3

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A-14

OZAMPO
FERNANDEZ
RENAUD, INC. ARCHITECTS & PLANNERS
Miami & Fort Lauderdale, Florida

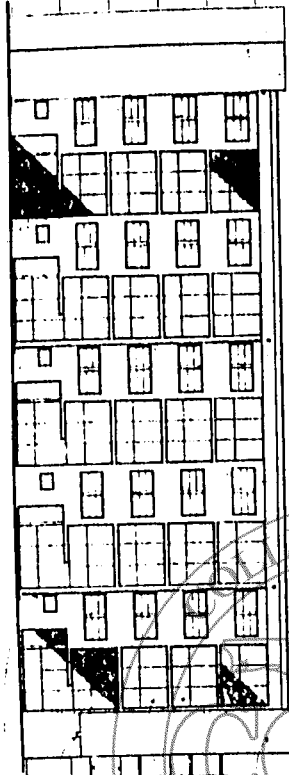
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DEALER CONCERNING FOR THE
POWER CORPORATION
MIAMI FLORIDA

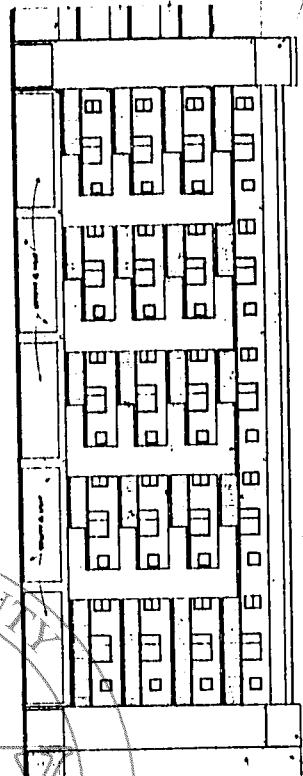
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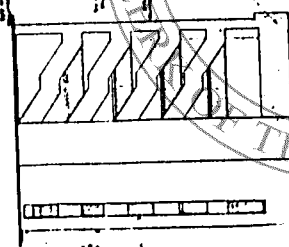
REAR ELEVATION



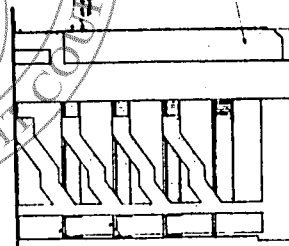
FRONT ELEVATION



RIGHT SIDE ELEVATION



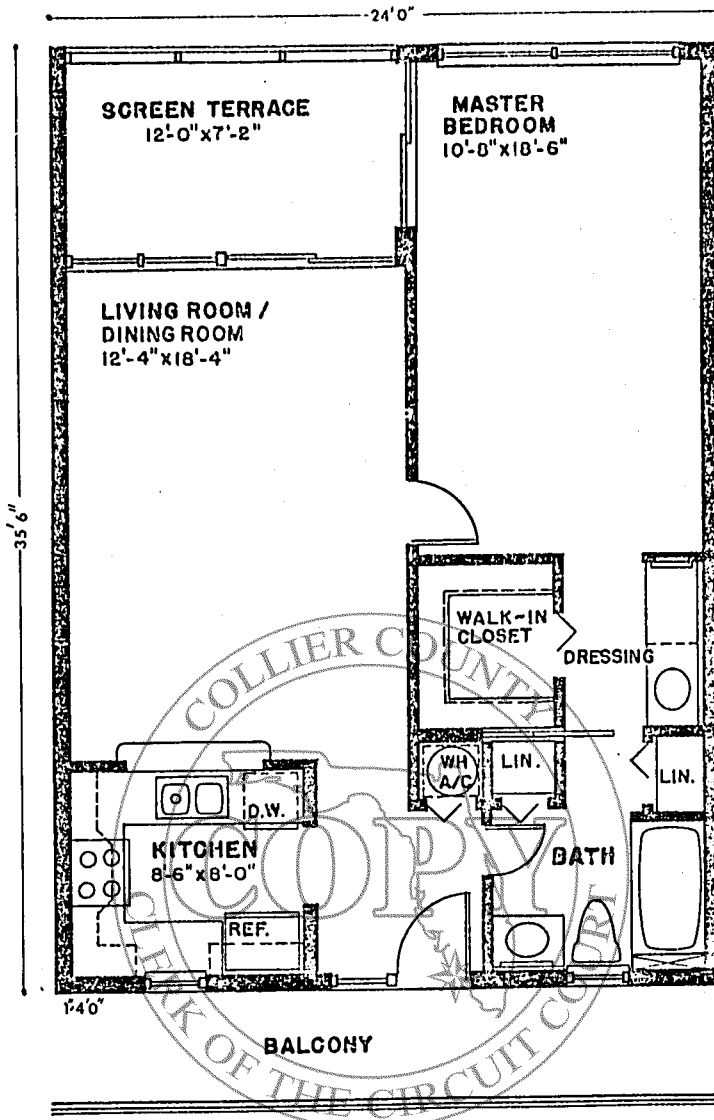
LEFT SIDE ELEVATION



BUILDING NO. 4

EXHIBIT DC-5 Sheet 4

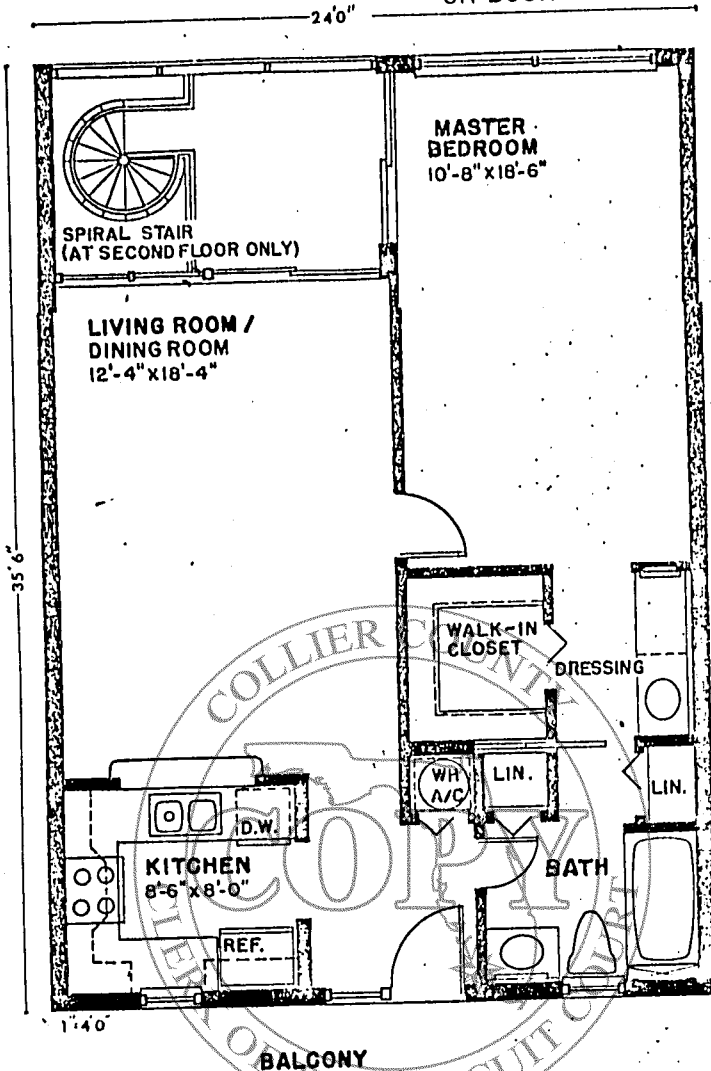
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TYPICAL FLOOR PLAN

TYPE "A" UNIT

EXHIBIT DC-6 Sheet 1



PLAN AT SECOND FLOOR ONLY

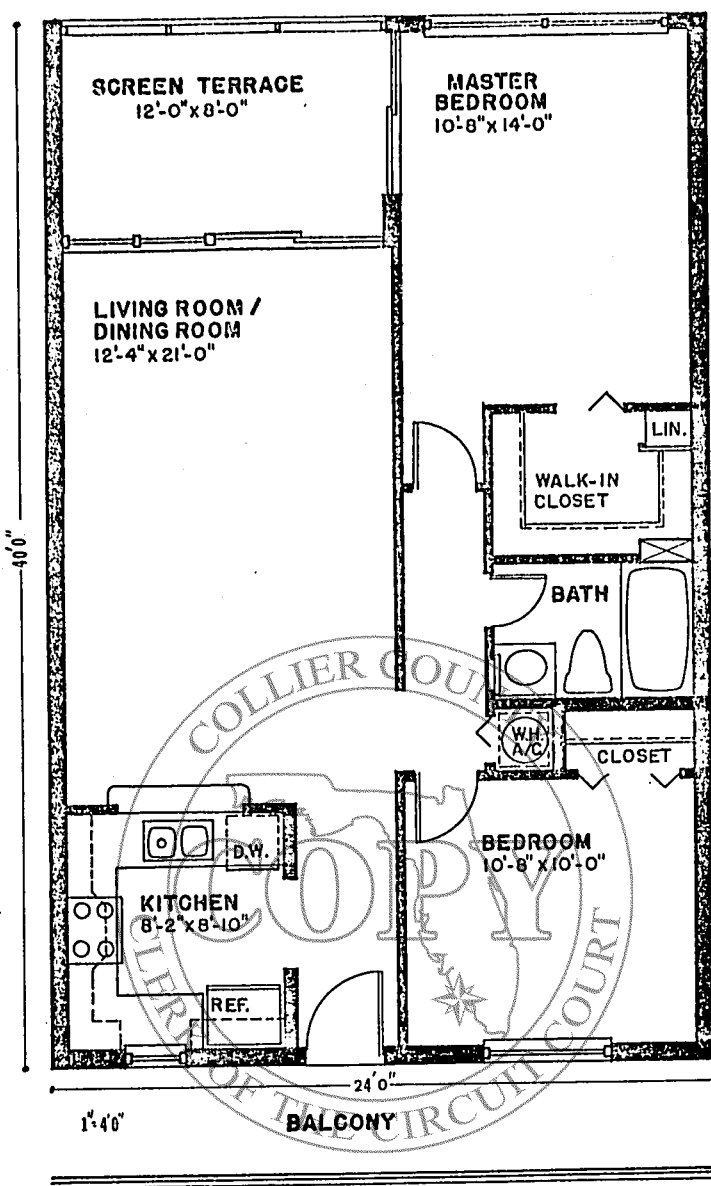
TYPICAL FLOOR PLAN

TYPE "AL" UNIT

EXHIBIT DC-6 Sheet 2

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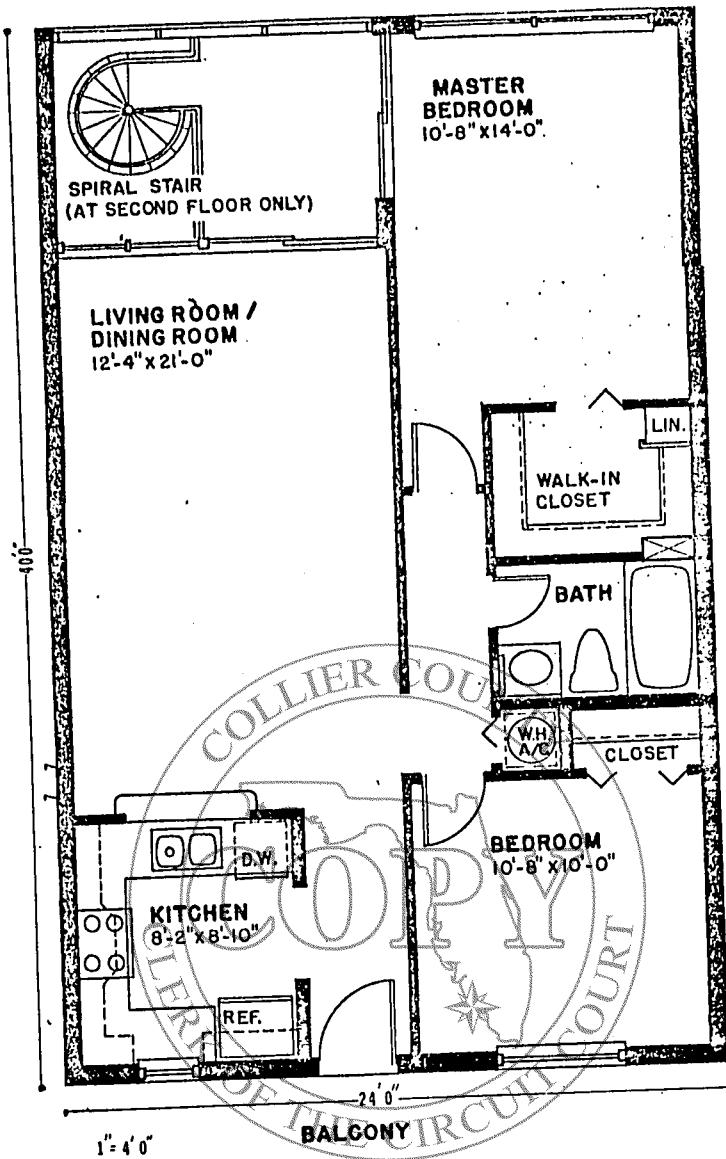
TYPICAL FLOOR PLAN

TYPE "B" UNIT

EXHIBIT DC-6 Sheet 3

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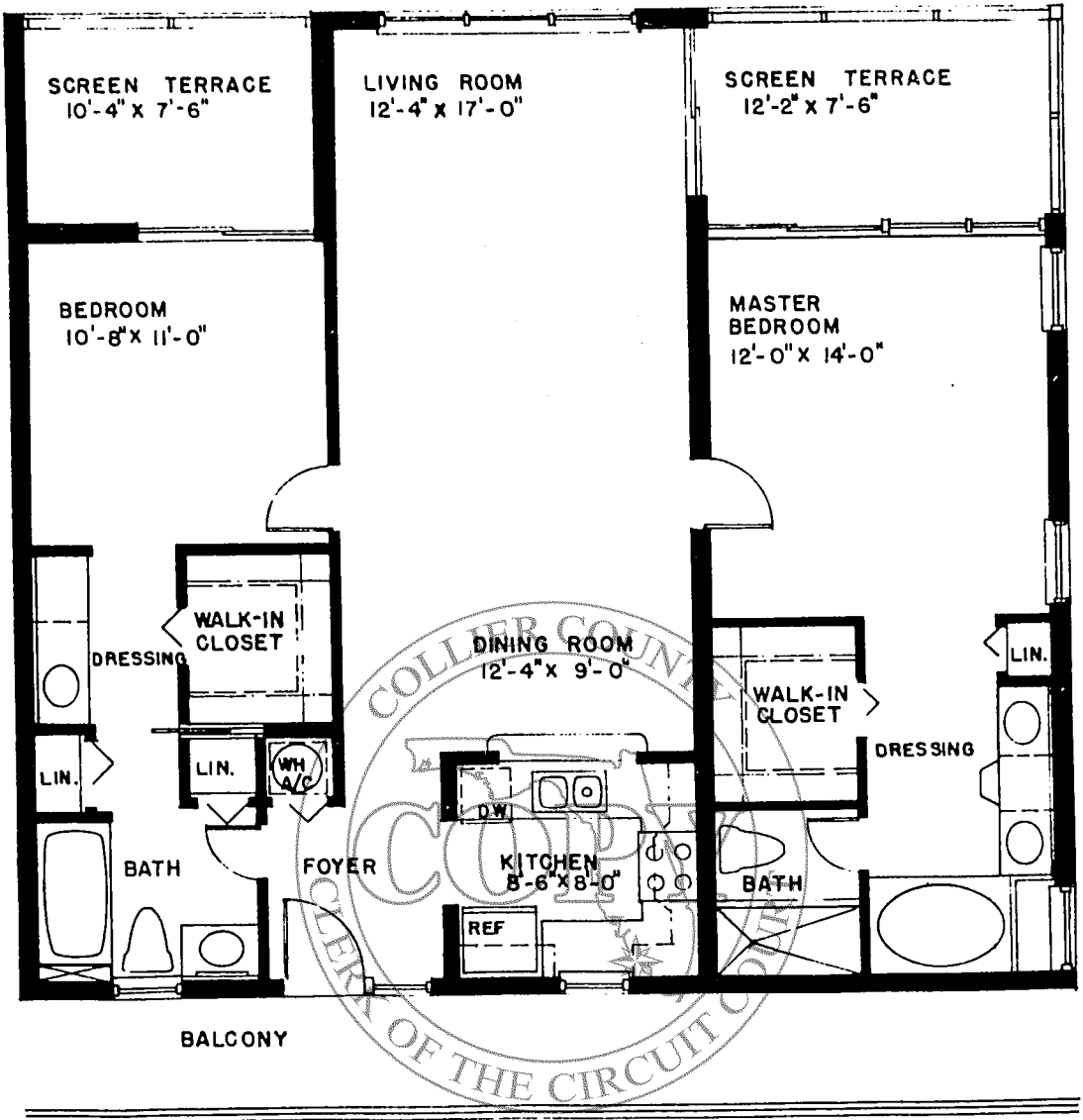


PLAN AT SECOND FLOOR ONLY

TYPICAL FLOOR PLAN

TYPE "BL" UNIT

EXHIBIT DC-6 Sheet 4



TYPICAL FLOOR PLAN

TYPE "C" UNIT

EXHIBIT DC-6 SHEET 5

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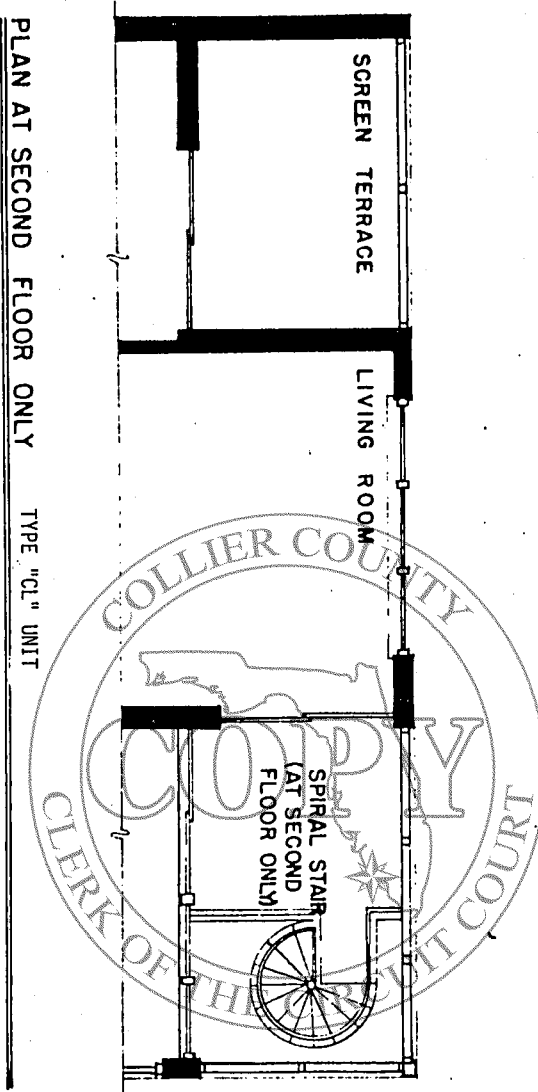
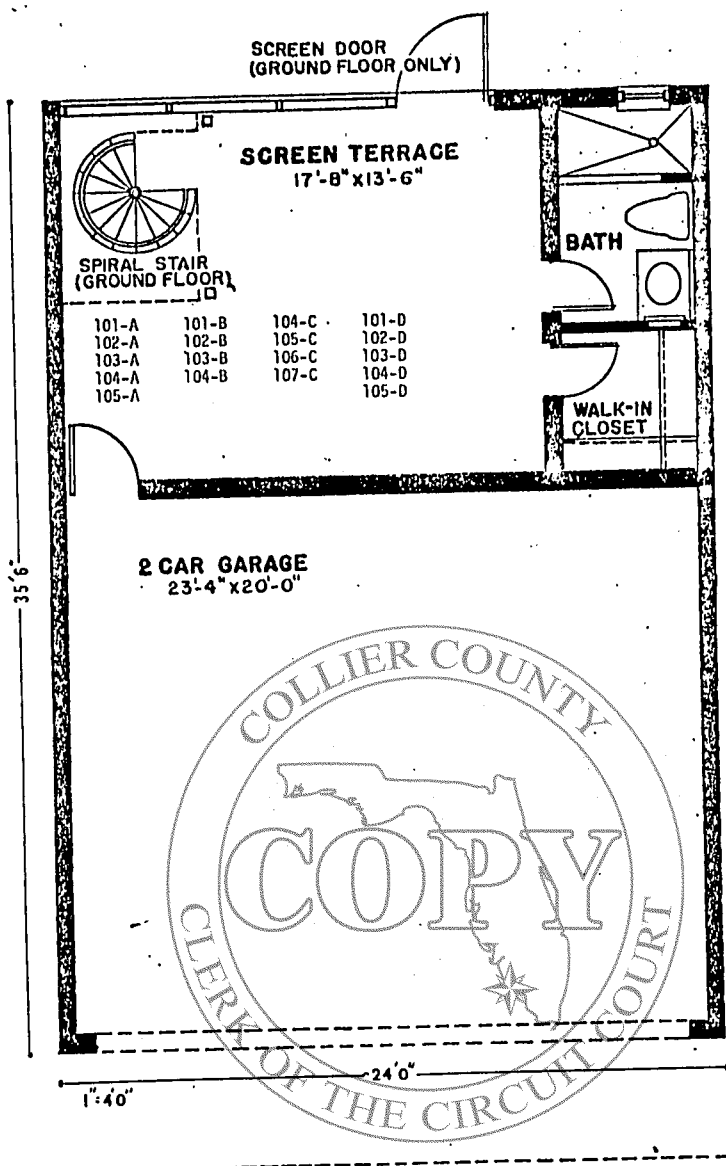


EXHIBIT DC-6 SHEET 6



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GROUND FLOOR PLAN TYPE "AL"

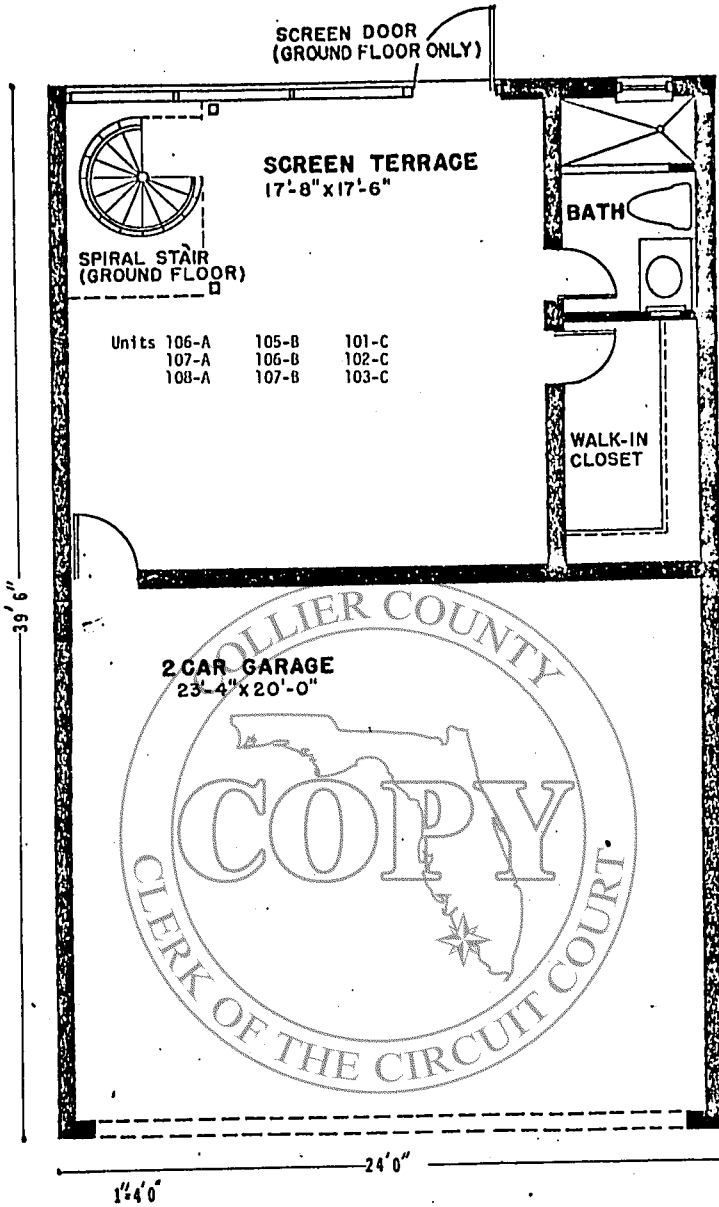


EXHIBIT DC-7 Sheet 2

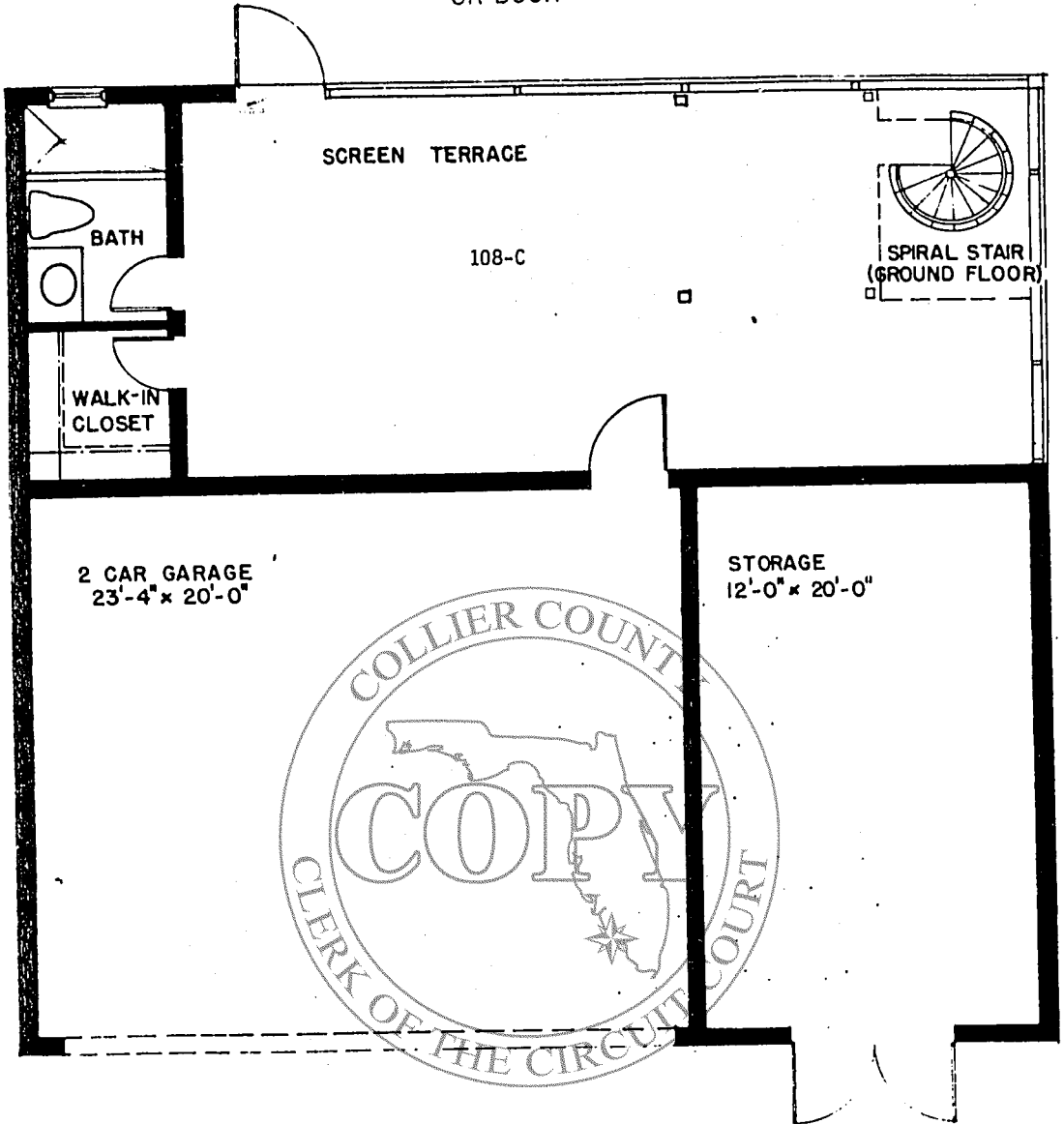
GROUND FLOOR PLAN TYPE "BL"

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GROUND FLOOR PLAN TYPE CL

EXHIBIT DC-7 SHEET 3

EXHIBIT DC-8BeauMer, A CondominiumUNIT IDENTIFICATION AND ASSESSMENT SCHEDULE

The following is a list of the individual units, the type of floor and a schedule plans, and a schedule of the undivided interest that each of the units has in the Common Elements and Common Surplus of BeauMer, A Condominium, and upon ownership of the units by individuals or entities other than the Developer, each unit shall be assessed a proportion of the expenses of the Common Elements in the same fractional share:

Note: The suffix "L" indicates that a screened terrace on the ground floor is included as part of the unit.

Unit Number	Type	Fractional Undivided Share	Unit Number	Type	Fractional Undivided Share
101-A....A-L		1/88th	101-B....A-L		1/88th
102-A....A-L		1/88th	102-B....A-L		1/88th
103-A....A-L		1/88th	103-B....A-L		1/88th
104-A....A-L		1/88th	104-B....A-L		1/88th
105-A....A-L		1/88th	105-B....B-L		1/88th
106-A....B-L		1/88th	106-B....B-L		1/88th
107-A....B-L		1/88th	107-B....B-L		1/88th
108-A....B-L		1/88th	201-B....A		1/88th
201-A....A		1/88th	202-B....A		1/88th
203-A....A		1/88th	203-B....A		1/88th
204-A....A		1/88th	204-B....A		1/88th
205-A....A		1/88th	205-B....B		1/88th
206-A....B		1/88th	206-B....B		1/88th
207-A....B		1/88th	207-B....B		1/88th
208-A....B		1/88th	301-B....A		1/88th
301-A....A		1/88th	302-B....A		1/88th
302-A....A		1/88th	303-B....A		1/88th
303-A....A		1/88th	304-B....A		1/88th
304-A....A		1/88th	305-B....B		1/88th
305-A....A		1/88th	306-B....B		1/88th
306-A....B		1/88th	307-B....B		1/88th
307-A....B		1/88th			
308-A....B		1/88th			

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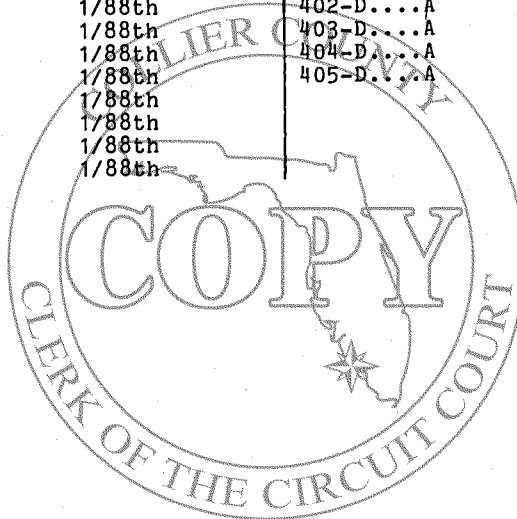
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OR BOOK

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EXHIBIT DC-8
(continued)

Unit Number	Type	Fractional Undivided Share	Unit Number	Type	Fractional Undivided Share
101-C....B-L		1/88th	101-D....A-L		1/88th
102-C....B-L		1/88th	102-D....A-L		1/88th
103-C....B-L		1/88th	103-D....A-L		1/88th
104-C....A-L		1/88th	104-D....A-L		1/88th
105-C....A-L		1/88th	105-D....A-L		1/88th
106-C....A-L		1/88th	201-D....A		1/88th
107-C....A-L		1/88th	202-D....A		1/88th
108-C....C-L		1/88th	203-D....A		1/88th
201-C....B		1/88th	204-D....A		1/88th
202-C....B		1/88th	205-D....A		1/88th
203-C....B		1/88th	301-D....A		1/88th
204-C....A		1/88th	302-D....A		1/88th
205-C....A		1/88th	303-D....A		1/88th
206-C....A		1/88th	304-D....A		1/88th
207-C....A		1/88th	305-D....A		1/88th
208-C....C		1/88th	401-D....A		1/88th
301-C....B		1/88th	402-D....A		1/88th
302-C....B		1/88th	403-D....A		1/88th
303-C....B		1/88th	404-D....A		1/88th
304-C....A		1/88th	405-D....A		1/88th
305-C....A		1/88th			
306-C....A		1/88th			
307-C....A		1/88th			
308-C....C		1/88th			



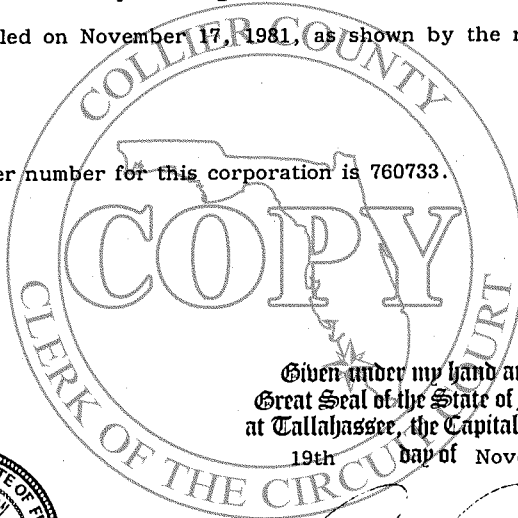
State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BeauMer CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on November 17, 1981, as shown by the records of this office.

The charter number for this corporation is 760733.



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
19th day of November, 1981.



CER 101 Rev. 12-80

George Firestone
Secretary of State

EXHIBIT DC9

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OR BOOK

PAGE

ARTICLES OF INCORPORATION
OF

BeauMer CONDOMINIUM ASSOCIATION, INC.

FILED
Nov 17 12 12 PM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under chapter 617, Florida Statutes and certify as follows:

ARTICLE I

NAME

1. The name of the corporation shall be:

BeauMer CONDOMINIUM ASSOCIATION, INC., whose address is 801 River Point Drive, Naples, Florida 33940. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

PURPOSE

2. The purpose for which the Corporation is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes for the operation of:

BeauMer, a Condominium, located upon the following lands in Collier County, Florida:

Lots 1, 2, 3, 4, 5, 6 and 7, BEAUMARIS SUBDIVISION, Plat Book 4, Page 63, and the proposed Marine Anchorage Basin, as shown on same plat, Public Records of Collier County, Florida.

- 2.1 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

3. The Powers of the Association shall include and be governed by the following provisions:

- 3.1. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2. The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

- a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. The maintenance, repair, replacement and operation of the Condominium property.
- d. The purchase of insurance upon the Condominium property and insurance for the protection of the Association and its members as apartment owners.
- e. The reconstruction of improvements after casualty and the future improvement of the property.
- f. To make and amend reasonable regulations respecting the use of the property in the Condominium.
- g. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the Bylaws.
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the Condominium.
- i. To contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.
- j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

3.3 The Association shall have no power to purchase an apartment of the Condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its liens. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the Condominium.

3.4 All funds and titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5 The Powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.6 If the Developer of the Condominium holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

a. Assessment of the Developer as a unit owner for capital improvement.

b. Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

ARTICLE IV

MEMBERS

4. The members of the Association shall consist of all of the record owners of units in the Condominium, and after termination of the condominium, shall consist of those who are members at the time of such termination and their successor and assigns.

4.1 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument establishing a record title to a unit in the Condominium and the delivery to the Association of proof of such recordation. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.2 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4.3 The owner of each unit shall be entitled to at least one vote as a member of the Association. The exact number of votes

to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V

BOARD OF ADMINISTRATION

5. The affairs of the Association will be managed by a Board of Administration whose members shall be designated as Directors of the Association. The number of Directors shall be determined by the Bylaws but in no case shall be less than three and in the absence of a specific number being designated by the Bylaws, the number of Directors on the Board of Administration shall be three. The Directors need not be members of the Association.

5.1 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Administration shall be filled in the manner provided by the Bylaws.

5.2 The members of the Board of Administration, and any vacancies in their number shall be filled by the remaining members of the Board. The election of members of the Board of Administration prior to the first annual meeting, or until the Developer elects to terminate control of the Condominium, shall be held pursuant to the provisions of Florida Statute 718.301. The non-developer unit owners must, at the time set for their right to do so, elect a majority of the members of the Board of Administration.

5.3 Prior to, or not more than 60 days after, the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under the provisions of the Florida Condominium Act 1977.

5.4 The names and addresses of the members of the first Board of Administration, also sometimes referred to as Directors, who shall hold office until their successors are elected and have qualified or until removed, are as follows:

NAMES

WILLIAM T. HIGGS

ADDRESSES

3174 Tamiami Trail East
Naples, Florida 33942

MICHAEL E. CRANE

6300 Trail Boulevard, North
Naples, Florida 33940

ALESSANDRA HIGGS

3174 Tamiami Trail East
Naples, Florida 33942ARTICLE VIOFFICERS

6. The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT:

WILLIAM T. HIGGS
3174 Tamiami Trail East
Naples, Florida 33942

SECRETARY:

MICHAEL E. CRANE
6300 Trail Boulevard, North
Naples, Florida 33940

TREASURER:

ALESSANDRA HIGGS
3174 Tamiami Trail East
Naples, Florida 33942ARTICLE VIIINDEMNIFICATION

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

ARTICLE VIIIBYLAWS

8. The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors or the members in the manner provided by the Bylaws.

ARTICLE IXAMENDMENTS

9. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

9.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than two-thirds (2/3rds) of the entire membership of the Board of Administration, and by not less than two-thirds (2/3rds) of the votes of the entire membership of the Association; or

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(c) Until the first election of directors, only by all of the initial directors.

ARTICLE XTERM

10. The term of the Association shall be perpetual.

ARTICLE XIREGISTERED AGENT


11. The initial registered agent of this corporation is MICHAEL E. CRANE with offices at 6300 Trail Boulevard, North, Naples, Florida 33940.

ARTICLE XIISUBSCRIBERS

12. The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM T. HIGGS	3174 Tamiami Trail East Naples, Florida 33942
MICHAEL E. CRANE	6300 Trail Boulevard, North Naples, Florida 33940
ALESSANDRA HIGGS	3174 Tamiami Trail East Naples, Florida 33942

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 27th day of October, 1981.


WILLIAM T. HIGGS


MICHAEL E. CRANE


ALESSANDRA HIGGS

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared WILLIAM T. HIGGS, MICHAEL E. CRANE and ALESSANDRA HIGGS, the foregoing subscribers, and upon being sworn stated that they signed and executed the foregoing Articles of Incorporation for the uses and purposes therein set forth.

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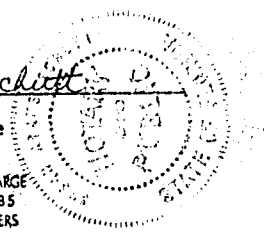
OR BOOK

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WITNESS my hand and official seal at Naples, Florida, on
this the 27th day of October, 1981.

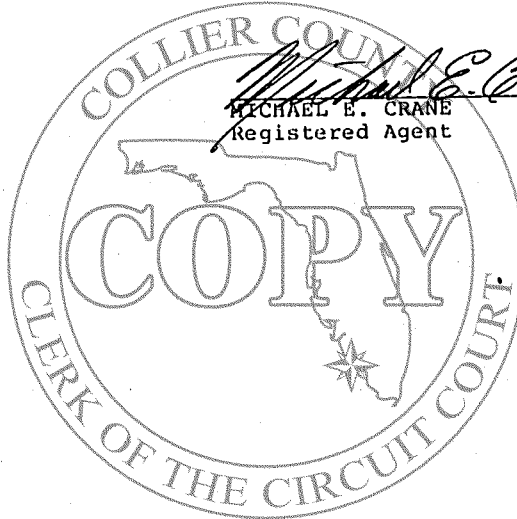
Auson Adams Schitt
Notary Public
State of Florida at Large
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 31 1985
BONDED THRU GENERAL INS. UNDERWRITERS



ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent for the BeauMer
CONDOMINIUM ASSOCIATION, INC., at place designated in the Articles
of Incorporation, I hereby accept to act in this capacity, and agree
to comply with the provision of said Act relative to keeping open
said office.



Michael E. Crane
MICHAEL E. CRANE
Registered Agent

BYLAWS

OF

BeauMer CONDOMINIUM ASSOCIATION, INC.

ARTICLE IIDENTIFYING DATA

Section 1. Name of Association. The name of this corporation shall be BeauMer CONDOMINIUM ASSOCIATION, INC. and hereinafter the corporation shall be referred to as the Association.

Section 2. Address of Association. The principal office of the Association shall ultimately be at the condominium complex known as BeauMer, a Condominium, 801 River Point Drive, Naples, Florida. Until facilities are available at that address the Association will have its principal office at 6300 Trail Boulevard, North, Naples, Florida 33940.

ARTICLE IITERMS AND MEANINGS

The terms used herein shall have the meanings as defined in the Florida Condominium Act which comprises Chapter 718 of the Florida Statutes and is herein referred to as the Condominium Act.

ARTICLE IIIMEMBERSHIP IN THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be limited to unit owners of condominium units in BeauMer, a Condominium, and transfer of such membership shall be made only as a part of and incident to the transfer of ownership of such condominium unit, with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium.

Section 2. Roster of Membership. The Secretary of the Association shall maintain a roster of the membership entitled to vote at the meetings as hereinafter provided.

ARTICLE IVMEETINGS OF THE MEMBERSHIP

Section 1. Location. All meetings of the Association, unless otherwise provided for in the notice of such meetings, will take place at the office of the Association.

EXHIBIT DC-10

-B1-

Section 2. Annual Meeting.

A. The first annual meeting of the membership shall be held within 60 days after the unit owners, other than the Developer, are entitled to elect a Director, at a time within that period designated by the First Board of Directors.

B. Thereafter the regular annual meetings shall be held at a date, time and place to be set by the Board of Directors.

C. At the annual meeting, except as heretofore set forth and as otherwise provided in the Articles of Incorporation, a Board of Directors shall be elected which shall also be known as the Board of Administration, and such other business shall be transacted as may properly come before the meeting.

D. Written notice of the annual meeting and a copy of the proposed next year's budget shall be served upon or mailed by the Secretary to each member entitled to vote thereat, at such address as appears on the books of the corporation at least thirty (30) days prior to the meeting. Unless a member waives in writing the right to receive such notice, the Post Office certificate of mailing shall be retained as proof of mailing the notice. Notice of the meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days before the annual meeting.

E. Order of Business. The order of business at the annual members meeting and as far as practical at other meetings, shall be:

- 1.) Call to order by temporary Chairman.
- 2.) Election of Chairman at meeting.
- 3.) Calling of roll and certifying of proxies.
- 4.) Proof of Notice of Meeting or Waiver of Notice.
- 5.) Reading and Disposal of any unapproved Minutes.
- 6.) Reports of Officers.
- 7.) Reports of Committees.
- 8.) Election of Inspectors of Election.
- 9.) Determination of number of Directors.
- 10.) Election of Directors.
- 11.) Unfinished Business.
- 12.) New Business.
- 13.) Adjournment.

Section 3. Membership List. At least thirty (30) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by unit with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for the said thirty (30) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 4. Voting Members. The owner of each unit shall be entitled to one vote. Where a unit is owned by more than one person, by a corporation, or some other entity, the vote for such

unit shall be cast by a person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

Section 5. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the President and shall be called by the President or Secretary, at the request in writing of twelve (12) members. Such requests shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members stating the time, place and object thereof shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least fourteen (14) days before such meeting.

C. Business transacted at all special meetings shall be confined to the object stated in the notice thereof.

Section 6. Right to Vote and Proxies. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxies shall only be valid for such meeting or subsequent adjourned meeting thereof, unless the proxy states expressly to the contrary.

Section 7. Quorum. Members entitled to vote and representing owners of fifty-one percent (51%) of the units present in person or by written proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the statutes, by the Certificate of Incorporation, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the voting members present in person or represented by written proxy, shall decide any question brought before the meeting unless the question is one upon which a definite percentage of the vote is required by express provision of the statutes, the Certificate of Incorporation, the Declaration of Condominium or these Bylaws, in which case such expressed provision shall govern and control the decision of such question.

Section 9. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, the Certificate of Incorporation, Declaration of Condominium or these Bylaws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote if such meeting were held, shall consent in writing to such action being taken.

Section 10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

ARTICLE V

MEMBERS OF THE BOARD OF ADMINISTRATION AND DIRECTORS

Section 1. Titles. The Directors of the Association shall be members of the Board of Administration with the titles being interchangeable within the meaning of these Bylaws and the other related condominium documents.

Section 2. Number. The number of Directors which shall constitute the entire Board of Administration shall be not less than three (3) nor more than five (5). Until changed by a vote of the majority of unit owners then entitled to vote at a duly called annual meeting of the members, the number of Directors shall be three (3).

Section 3. Term. The term of the Directors shall be for the period from the date of their election or appointment until their successors have been elected at the next annual meeting.

Section 4. First Board of Directors. WILLIAM T. HIGGS, MICHAEL E. CRANE and ALESSANDRA HIGGS shall constitute the first Board of Directors and shall hold office and exercise all powers of the Board of Directors until the first election, anything herein to the contrary notwithstanding. Any or all of said Directors shall be subject to replacement by the remaining directors in the event of resignation or death.

Section 5. Subsequent Members of Board of Directors.

A. When unit owners other than the developer own 15 percent or more of the units in the condominium that will be operated ultimately by the Association, the unit owners other than the developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors of the Association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of an Association:

(a) Three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(b) Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business,

whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

Within 60 days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than 30 days' or more than 40 days' notice of, a meeting of a unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

B. If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(a) Assessment of the Developer as a unit owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

C. Prior to, or not more than 60 days after, the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under the provisions of the Florida Condominium Act.

Section 6. Election of Directors. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting.

(b) A nominating committee of five members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by the removal of Directors by members, vacancies in the Board of Administration occurring between annual meetings of members shall be filled by the remaining Directors.

(e) Any Director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Administration so created shall be filled by the members of the Association at the same meeting.

Section 7. Vacancy and Removal. If, except as hereinafter provided through removal by a vote of the unit members the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification or otherwise, a successor or successors shall be chosen at a special meeting of the remaining Directors through majority vote provided no less than a quorum is present at the meeting. The successor or successors so chosen shall hold office for the unexpired term of the Director or Directors being replaced.

Section 8. Removal. The original Directors, or any Director appointed to fill a vacancy arising prior to the first meeting of the membership as hereinabove set forth, shall not be capable of being removed by vote of the membership. After the initial election of Directors by the membership, Directors may be removed with or without cause by an affirmative vote of a majority of the members. No Director shall continue to serve on the Board if, except as heretofore set forth, during his term of office his membership in the Association shall be terminated for any reason whatsoever.

Section 9. Salaries or Fees. The salaries or fees, if any, to be paid to Directors, after the unit owners have elected all members of the Board of Directors, shall be determined by a majority vote of the members at the general membership meetings.

Section 10. Powers. The property and business of the corporation shall be managed by the Board of Directors, which may

exercise all corporate powers specifically set out in the Condominium Act, the Certificate of Incorporation, or the Declaration to which these Bylaws are attached, which powers may be delegated to its agents, contractors or employees, subject only to approval by the unit owners when that is specifically required.

Section 11. Meetings of Board of Directors.

A. The annual meeting of each Board of Directors newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting;

B. Special meetings of the Board of Directors shall be held whenever called by the President or a majority of the Board of Directors. The meetings shall be open to any unit owner and adequate notice shall be posted on the Condominium property at least 48 hours in advance except in an emergency.

C. A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors.

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

E. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes of that meeting shall constitute the presence of that Director for the purpose of determining a quorum.

F. Presiding Officer. The Presiding officer of Directors meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

G. The order of business at all meetings of the Board of Directors shall be as follows:

- (1) Roll call.
- (2) Reading of Minutes of the last meeting.
- (3) Consideration of communications.
- (4) Resignations and elections.
- (5) Reports of officers and employees.
- (6) Reports of committees.

- (7) Unfinished business.
- (8) Original resolutions and new business.
- (9) Adjournment.

H. The Minutes of all meetings shall be kept in a book available for inspection by unit owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these Minutes for a period of not less than seven years.

Section 12. Financial Statement. The Board of Directors shall, within 60 days of the end of the fiscal year, mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications as set forth below. Copies of the proposed budget shall be furnished to the members as provided for in Article IV, Section 2(D) of the Bylaws.

The financial report and proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, the following items which shall be stated either as an Association expense, collectible by assessments, or as unit owners' expenses, payable to persons other than the Association.

- A. Administration of the Association.
- B. Management fees.
- C. Maintenance.
- D. Rent for recreational and other commonly used facilities.
- E. Taxes upon Association property.
- F. Taxes upon leased areas.
- G. Insurance.
- H. Security provisions.
- I. Other Expenses.
- J. Operating Capital.
- K. Reserves.
- L. Fees payable to Florida Division of Land Sales and Condominiums.

If a proposed budget requires assessment against the unit owners for any fiscal year exceeding 115% of the assessment for the

preceding year, the Board, upon written application of 10% of the unit owners to the Board, shall call a special meeting of the unit owners to consider the budget. The meeting shall be called within 30 days of such application, upon not less than 10 days' written notice to each unit owner. At such special meeting the unit owners shall consider and enact a budget.

Unless the Bylaws require a larger vote, the adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The Board of Directors may propose a budget to the unit owners at a meeting of members in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted.

In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors the Board shall not impose an assessment for any year greater than 115% of the prior fiscal (calendar) year's assessment without approval of a majority of all unit owners.

ARTICLE VI

OFFICERS

Section 1. Executive Officers. The executive officers of this corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said Board of Directors. Any two of said offices may be united in one person except that the President shall not also be the Secretary, or an Assistant Secretary of the corporation. If the Board of Directors so determines, there may be more than one Vice President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause at any time by action of the Board of Directors. The Board of Directors may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. President.

A. The President shall preside at all meetings of the members and Directors; he shall have general and active management

of the business of the corporation. He shall see that all orders and resolutions of the Board of Directors are carried into effect.

B. He shall have general superintendence and direction of all the other officers of the corporation and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors whenever called for by them and to the members at the annual meeting, and from time to time shall report to the Board of Directors all matters within his knowledge which the interest of the corporation may be required to be brought to their notice; and

D. He shall be an ex officio member of all of the committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. Secretary.

A. The Secretary shall keep the Minutes of the meetings of the members and of the Board of Directors.

B. He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws.

D. He shall keep the register of the Post Office addresses of each unit owner which shall be furnished to the Secretary by such unit owner.

E. In general he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer.

A. The Treasurer shall keep full, accurate accounts of receipts and disbursements, and shall keep all books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as ordered by the Board, get proper vouchers for such disbursements, shall render to the President and Directors at the regular meeting of the Board or whenever they may require an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. The treasurer shall, in accordance with Article XV, be bonded for the faithful performance of the duties of his office and the restoration to the corporation, in the case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies. If the office of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these Bylaws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date; provided that the acceptance of a resignation shall be required to make it effective.

Section 10. Salaries Fees. The salaries or fees, if any, to be paid to officers shall be determined by the Directors and subject to approval by a majority of the members.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The Fiscal year shall be the calendar year.

Section 2. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements.

b. Capital surplus for

(1) Deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(2) Replacements, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(3) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

B. Budget. The Board of Administration shall adopt a budget for each calendar year as provided for in Article V, Section 12, of these Bylaws.

C. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the Board of Administration for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into four equal assessments, one of which shall be due on the first day of each calendar quarter of the year for which the assessments are made, or thirty days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the Board of Administration to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the Board of Administration shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these Bylaws.

D. Assessments for Charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expense. Charges for other than common expense may be made only after approval by the member, to be charged, and may include but shall not be limited to charges for the use of Condominium property when authorized by the Declaration of Condominium, maintenance services

E. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice is given to the unit owners concerned, and shall be paid in such manner as the Board of Administration may require in the notice of assessment.

F. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be only by checks signed by such persons as are authorized by the Directors.

ARTICLE VIII

SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization and the words "non profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

DEFAULT

In the event a unit owner does not pay any sums, charges or assessments required to be paid to the corporation by the due date, the corporation acting on its own behalf or through its Board of Directors, may enforce its lien for assessment or take such other action to recover the sums, charges or assessments to which it is entitled in accordance with the Declaration of Condominium and the statutes made and provided. If an action of foreclosure is brought against the owner of a unit for non payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the unit is sold, then at the time of such sale, the unit owner's membership shall be cancelled and the purchaser at the foreclosure sale shall become a member.

If the corporation becomes the owner of a unit by reason of a foreclosure, it shall offer said unit for sale and at such time as the sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments, interest, and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for repairing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the unit in question.

In the event of violation of the provisions of the Declaration, Corporate Charter or Bylaws, as the same are or may be hereafter constituted, the corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of such documents, or may sue for damages, or take such other course of action, or other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against the unit owner, the losing party shall pay the winning party the winning party's reasonable attorney's fees and court costs, with such reasonable attorney's fees to be set by the court.

Each owner of a unit, for himself, his heirs, successors, and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of units to give to the corporation a procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from owners of units and to preserve each unit owner's right to enjoy his unit free from unreasonable restraint and nuisance.

ARTICLE X

SURRENDER

In the event of legal termination of an individual interest in the Condominium parcel or the occupancy rights thereunder in favor of the corporation, the member or any other person or persons in possession by or through the right of the member, shall promptly quiet and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to enter and to possess the unit, after complying with applicable Florida law.

ARTICLE XI

NOTICES

Section 1. Notice. Whenever, under the provisions of the statutes, the Certificate of Incorporation or these Bylaws, notice is required to be given to any Director or member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or member as his name appears on the books of the corporation.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Certificate of Incorporation, Declaration of Condominium or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

ARTICLE XIIDEFINITIONS

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, whenever the context so requires.

ARTICLE XIIIAMENDMENTS

These Bylaws may only be altered amended or added to in accordance with the following terms, conditions and procedures:

A. Proposed amendments shall contain the full text of the Bylaws with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. If the proposed change is so extensive the use of underlining and hyphens as indications of words added or deleted will not be necessary. However, in such cases a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw (giving identifying data) for present text."

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

C. A resolution adopting a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. All the members of Board of Administration and by not less than two-thirds (2/3rds) of the votes of the entire membership of the Association; or

b. By not less than 80% of the votes of the entire membership of the Association; or

c. Until a majority of the Directors are elected by members other than the Developer of the Condominium, only by all of the Directors.

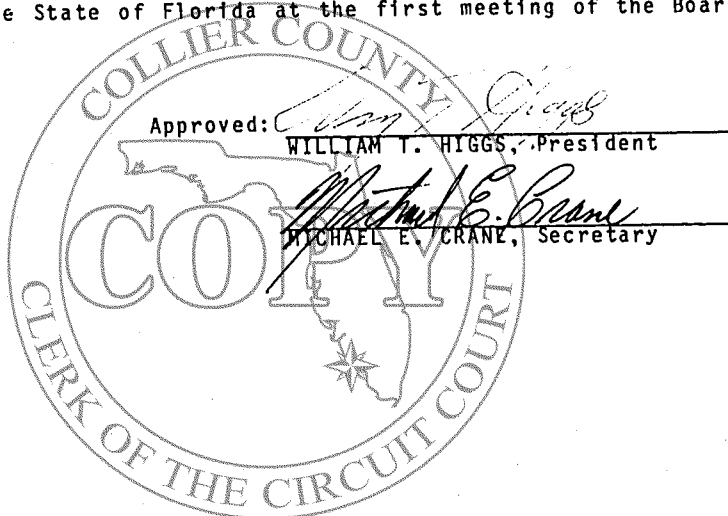
ARTICLE XIVADMINISTRATIVE RULES AND REGULATIONS

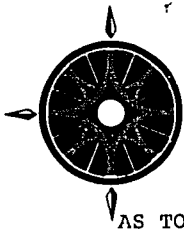
Except for the restrictions and regulations specifically set out in the Declaration of Condominium or elsewhere in these Bylaws, the Board of Administration shall have the power to pass, alter or amend Rules and Regulations governing the details of the operation and use of the common elements.

ARTICLE XVBONDING OF OFFICERS AND DIRECTORS

Every Officer or Director of the Association who has the authority to control or disburse funds of the Association shall be bonded by a licensed fidelity bonding company in the principal sum of not less than Ten Thousand Dollars (\$10,000.00) for each such officer or director with such bond providing for indemnification of the Association for any loss sustained because of such Officer's or Director's failure to faithfully perform his or her duties. The premium for such bond or bonds shall be paid by the Association.

The foregoing were adopted as the Bylaws of BeauMer CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida at the first meeting of the Board of Directors.





WILSON, MILLER, BARTON, SOLL & PEEK, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

000991
OR BOOK

CERTIFICATE OF SURVEYOR

AS TO: All 24 Units in Building "C" and all 20 Units
in Building "D", of BEAUMER, a Condominium,
Naples, Florida.

I, CARL H. SOLL, of Naples, Collier County, Florida, hereby
certify as follows:

1. That I am a Professional Land Surveyor authorized
to practice in the State of Florida;
2. That this Certificate is made as to Building "C"
and Building "D" of Beaumer, a Condominium of part
of Lots 1, 3, 4 and 5 of Beaumaris Subdivision
(Plat Book 4, page 63); and of part of Lots 6 and 7
of Beaumaris Replat (Plat Book 4, page 107), Collier
County, Florida, and in compliance with Section 718.104,
Florida Statutes;
3. That the construction of the improvements to the
24 units in said Building "C" and the 20 Units in
said Building "D" is substantially complete so that
the material, together with the provisions of the
declaration describing the condominium property,
is an accurate representation of the location and
dimensions of the improvements, and so that the
identification, location and dimensions of the common
elements and of each of the 24 Units in said Building
"C" and the 20 Units in said Building "D" can be
determined from these materials; and
4. That as to said Building "C" and said Building
"D", all planned improvements, including, but not
limited to landscaping, utility services, access
to the Units and common element facilities serving
said Building "C" and said Building "D" have been
substantially completed.

001507
PAGE

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By Carl H. Soll
Carl H. Soll, P.L.S. No. 1962

Date: Oct. 18, 1982

Not valid unless embossed with the Professional's Seal.

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared CARL H. SOLL to me well known
and known to me to be the person described in and who
executed the foregoing instrument and acknowledged to and
before me that he executed said instrument for the purpose
therein expressed.

W.O. 19370

Carl Lee Russell
NOTARY PUBLIC

My Commission expires:

Ref: File 4M-22, 4M-23, M-595, page 5

My Commission expires Jan. 15, 1986
Notary Public for Florida, Inc.

EXHIBIT DC-11

Recorded and Verified
in Office Records of
COLLIER COUNTY, FLORIDA
JULY 1, 1983
JULIA A. HARRIS, C.C.