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PREPARED BY:
CHARLES BRYAN CAPPS, ESQUIRE
PAVESE LAW FIRM
1833 HENDRY STREET
FORT MYERS, FL 33901
239-336-6219
239-332-2243 (FAX)

DECLARATION OF CONDOMINIUM FOR TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

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DECLARATION OF CONDOMINIUM FOR TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LENNAR HOMES, LLC, a Florida limited liability company ("**Developer**"), does hereby declare as follows:

1 Introduction and Submission.

1.1. The Land. Developer owns the fee simple title to that certain land located in Charlotte County, Florida, as more particularly described in **Exhibit 1** attached hereto (the "**Land**").

1.2. Submission Statement. Developer hereby submits Phase I of the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (the "**Act**") as it exists on the date hereof.

1.3. Name. The name by which this condominium is to be identified is Terrace II at Babcock National, a Phase Condominium (the "**Condominium**").

2 Definitions. The following terms used in this Declaration and the exhibits hereto shall have the following meanings, unless the context in which they are used clearly requires a different meaning:

"**Act**" means the Florida Condominium Act (currently Chapter 718 of the Florida Statutes). Unless provided otherwise, the provisions of the Act, as amended from time to time, shall govern the Condominium.

"**Articles**" means the Articles of Incorporation of Association as amended from time to time, a copy of which is attached hereto as **Exhibit 3**.

"**Assessment(s)**" means a share of the funds which are required for the payment of Common Expenses which, from time to time, is assessed against the Unit Owner.

"**Association**" means Terrace II at Babcock National Condominium Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.

"**Association Property**" means that property, real and personal, in which title or ownership is vested in Association for the use and benefit of its members. Association, upon approval by a majority of the Board may purchase or lease computer or similar equipment at any time if required or deemed beneficial for operation of the Condominium. Association shall have the right, but not the obligation, to acquire Association Property in its own name. Association may sell or transfer its interest in such Association Property.

"**Board**" means the Board of Directors of Association.

"**Building**" means a structure in which the Units are located on the Condominium Property. The Condominium shall contain two (2) Buildings, with each Building consisting of a separate Phase.

"**By-Laws**" means the By-Laws of Association, as they exist from time to time, a copy of which is attached hereto as **Exhibit 4**.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Units including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"**Common Elements**" shall have the meaning set forth in Section 3.13 hereof.

"**Common Expenses**" means all expenses and assessments properly incurred by Association for the Condominium, including but not limited to any item designated as a common expense by the Act, this Declaration, or the By-Laws. Without limiting any other provision hereof, Common Expenses may include, at the Board's option, any one or more of the following: (a) the costs of on-site managers, secretaries, concierges and/or other employees to provide services designated or requested by the Board; and (b) the costs of purchasing or leasing computer equipment for Association.

"**Common Surplus**" means the excess of all receipts of Association collected on behalf of the Condominium including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

"**Community Association**" shall mean the Babcock Ranch Residential Association, Inc, its successors and assigns.

"**Condominium**" shall have the meaning set forth in Section 1.3 hereof.

"**Condominium Documents**" means this Declaration and all of the exhibits hereto, as they may be amended from time to time.

"**Condominium Parcel**" means a Unit together with the undivided share in the Common Elements which is appurtenant to such Unit.

"**Condominium Property**" means the Land and the personal property that are subject to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

"**Construction Matters**" shall have the meaning set forth in Section 36 hereof.

"**County**" shall mean Charlotte County, Florida.

"**Data Transmission Services**" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"**Declaration**" means this instrument as it is amended from time to time.

"**Defendant**" shall have the meaning set forth in Section 36 hereof.

"**Developer**" means Lennar Homes, LLC, a Florida limited liability company, and its respective successors and such of its respective assigns as to which the rights of Developer hereunder are specifically assigned; provided however, a Unit Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to, or assignee of, the rights of Developer under this Declaration unless such Unit Owner is specifically so designated as such successor to, or assignee of, such rights in the respective instrument of conveyance or any other instrument executed by Developer. Developer may also assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"**Directors**" shall mean the members of the Board.

"**District**" shall mean Babcock Ranch Community Independent Special District.

"**District Debt Service Assessments**" shall have the meaning set forth in Section 6.2 hereof and the Master Declaration.

"**District Maintenance Special Assessments**" shall have the meaning set forth in Section 6.2 hereof and the Master Declaration.

"**Division**" means the Division of Florida Condominiums, Timeshares and Mobile Homes.

"**Families**" shall have the meaning set forth in Section 18.17 hereof.

"Founder" means Babcock Property Holdings, LLC, a Delaware limited liability company, its successors, grantees or assigns, the developer of Babcock Ranch pursuant to the Residential Charter.

"**Golf Club**", "**the Golf Club**" means Babcock National Golf Club, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Golf Club Common Areas within Bonita National, as described in the Governing Documents.

"**Golf Club Common Areas**" means the real property and all improvements thereon owned or to be owned by the Club for the use and benefit of the members of the Babcock National Golf Club.

"**Golf Club Declaration**" means the Declaration of Covenants, Conditions and Restrictions for Babcock National Golf Club, as recorded in the Official Records of Charlotte County, Florida in Book 4533 at Page 1037as the same is amended from time to time.

"Governing Documents" means this Declaration, and the Articles of Incorporation, Bylaws, Rules and Regulations of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order or priority listed.

"**Improvements**" mean all structures and artificial changes to the natural environment on the Condominium Property including, but not limited to, the Building.

"Initial Capital Contribution" shall have the meaning set forth in Section 13.6 hereof.

"**Institutional First Mortgagee**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Unit or Condominium Parcel or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Unit or Condominium Parcel initially or by assignment of an existing mortgage.

"**Insurance Trustee**" shall have the meaning set forth in Section 15.1 hereof.

"**Insured Property**" shall have the meaning set forth in Section 1.1.15.3.115.3.1 hereof.

"**Land**" shall have the meaning set forth in Section 1.1 hereof.

"**Landscaping**" shall mean all landscaping within the Condominium.

"**Limited Common Elements**" means those Common Elements which are designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of other Units as set forth in Section 3.14 hereof.

"**Mailbox**" shall have the meaning set forth in Section 8.3.4. hereof.

"**Master**" or "**Master Community**" shall mean Babcock National, which is operated by the Community Association and governed by the Master Declaration. The size of the Master Community may change from time to time as property is added and/or withdrawn by the developer of the Master Declaration.

"**Master Declaration**" shall mean the Declaration of Covenants,Conditions and Restrictions for Babcock National, recorded in Official Records Book 4533 at Page 958 of the Public Records of Charlotte County, Florida, or as may be amended from time to time.

"**Monitoring System**" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Condominium. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Units, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE CONDOMINIUM. DEVELOPER, ASSOCIATION AND MASTER ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY UNIT OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION AND MASTER ASSOCIATION COMMUNITY ASSOCIATION, THEIR RESPECTIVE EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF UNIT OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DEVELOPER, ASSOCIATION AMD MASTER ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Residential Charter" shall mean the Amended and Restated Community Charter for Babcock Ranch Residential Properties, recorded in Official Records Book 4377 at Page 1001 of the Public Records of Charlotte County, Florida, or as may be amended from time to time.

"**Rules**" means any rules and regulations duly promulgated from time to time by the Board pursuant to its powers under any of the Condominium Documents.

"**Special Assessment**" means any Assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

"**Telecommunications Provider**" shall mean any party contracting with Association to provide Unit Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"**Telecommunications Services**" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"**Telecommunications Systems**" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominium. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (*e.g.*, individual adjustable digital units).

"**Telephone Services**" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"**Title Documents**" shall have the meaning given to such term in Section 46 herein.

"**Toll Calls**" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"**Turnover Date**" shall have the meaning given such term in the By-Laws which are attached hereto as **Exhibit 4**. Without limiting the foregoing, Developer shall never be obligated to turnover Association prior to the date currently required by law.

"**Unit**" means a part of the Condominium Property which is subject to exclusive ownership and which is further described in Section 3.12 hereof.

"**Unit Owner**" or "**Owner**" means the record owner(s) of legal title to a Condominium Parcel.

"**Use Fees**" shall have the meaning set forth in Section 13.7 hereof.

"**Utilities**" shall include, but not be limited to, Telecommunication Services, gas, electricity, water and sewage and garbage and trash disposal. The inclusion of any of the foregoing in the description of Utilities is for illustration purposes only, and not a guaranty that any of such services will be available to the Condominium.

"**Voting Interest**" shall mean the voting rights appurtenant to each Unit, which is one (1) vote per Unit regardless of the number of Unit Owners with respect to such Unit.

Any initially capitalized term used herein not defined above shall have the meaning set forth in the Master Declaration.

3 Phase Condominium. The Condominium is being developed in two (2) phases (individually a "Phase) pursuant to Section 718.403 of the Act. Phases I and II will each contain one (1) Building, containing a miniumum of thirty (30) Units and a maximum of thirty (30) Units. The Phases are not consecutively numbered because the Building numbers used for the Phases of the Condominium are part of an overall numbering system which includes buildings that may or may not be built in this Condominium and other condominiums within Babcock National. The first Phase, known as "Phase I" described in Exhibit 1 hereto shall consist of the Land that is initially affected by this Declaration. Additional Phases may be added to the Condominium. Such Phases, if constructed will be located within the real property described in Exhibit 1. The Plot Plans and Building Plans for each Phase are attached as Exhibit 2. Exhibit 1 contains the legal description of the land upon which the entire Condominium will be constructed if all Phases are submitted. Developer may make nonmaterial changes in the legal description of each Phase. This Declaration shall only affect the Land described in Phase I on Exhibit 1 attached hereto, and shall have no effect on any other portion of the real property described in Exhibit 1 (other than Phase I) until such real property is made subject to this Declaration by an amendment adding a Phase.

3.1. Description of Phase Condominium.

Phase Number	Building Number	Minimum/Maximum Number of Units	Minimum/Maximum Size of Units (Air Conditioned Living Space in Square Feet)
Phase I	Building 1	30/30	1120/1301
Phase I	Building 1	30/30	1120/1301

3.2. Percentage Ownership in Common Elements. As, and if one or more of the additional Phases are added to the Condominium, each Unit Owner's undivided share in the Common Elements, and the corresponding share of expenses and surplus, will be adjusted to reflect the increase in the number of Units in the Condominium caused by the addition of the Phase or Phases. If one or more Phases are not added to the Condominium, the Units within the Condominium are entitled to one hundred percent (100%) of all Common Elements within the Phases actually developed and added as part of the Condominium. In other words, the aggregate of the existing Unit Owners in the Condominium will at all times have one hundred percent (100%) ownership in all of the Common Elements, subject to dilution as the percentage share of each Unit Owner in the event a subsequent Phase or Phases are actually developed and added to the Condominium. Each Unit's undivided share in the Common Elements in determined by dividing the number one (1) by the total number of Units comprising the Condominium. If all Phases are submitted as part of the Condominium, then the undivided share in the Common Elements appurtenant to each Unit in the Condominium is $1/60^{th}$.

3.3. Voting. Sections 5.1 and 5.2 of this Declaration provide that there will be one (1) vote per Unit. Accordingly, in the event any Phase is added, the membership in the Association will be increased by the number of additional Unit Owners in the added Phase or Phases, and each Unit in the Condominium will have one (1) vote. If any Phases are not added, then the membership vote in the Association will be one (1) vote per Unit for each Unit within the Condominium, including any Phases which were previously or subsequently added to the Condominium.

3.4. Method for Adding Phases. Each Phase will be added to the Condominium by an appropriate amendment to this Declaration. Notwithstanding the provisions of Section 718.110, Florida Statutes, or any other provisions of this Declaration, amendments to the Declaration adding one or more Phases to this Condominium shall not require the execution of such amendments or consents thereto by Unit Owners, mortgagees, lienors, or Association, or any other person or entity, other than Developer. Taxes and other Assessments relating to the property in any Phases added to this Condominium covering any period prior to the addition of such Phase, shall be the responsibility of Developer. All intended improvements in any Phase must be substantially completed prior to the time the Phase is added to the Condominium.

3.5. Time Period. All Phases must be added to the Condominium within seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Florida Stautes section 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, unless the unit owners vote to approve an amendment extending the 7-year period pursuant Florida Statues section 718.403(1)(b).

3.6. Impact of Subsequent Phases: The impact which the addition of any Phase will have upon the Condominium is as follows:

3.6.1 The Land within the Condominium will be increased.

3.6.2 The number of Units within the Condominium will be increased.

3.6.3 The Common Elements will be increased.

3.6.4 The Association will be responsible for the repair, maintenance and operation of the Common Elements as increased by the addition of the Phase.

3.6.5 The Association will incur additional expenses in connection with the maintenance, repair, and operation of the Condominium as increased by the addition of the Phase; however, expenses incurred by Association in connection with the Common Elements of additional Phases will be a Common Expense to be assessed against a larger number of Units in proportion to their respective shares of the Common Elements.

3.6.6 The ownership interest in the Common Elements and proportionate share of the Common Expenses of each Unit will be reduced pursuant to Section 5.1 of this Declaration.

3.7. Reservation of Rights. Developer reserves the right not to add any Phase to the Condominium, and to add Phases in an order determined by Developer. Developer reserves the right to change the types of Buildings and Units which may be added to the Condominium in any Phase, and specifically reserves the right within any Phase to construct either one, two, three or four story buildings, with Units consisting of one story and if the Units consist of one story, the Units may be built above or below another Unit. Such Units may be placed side-by-side within any Building, or back-to-back, or both. To the extent Developer modifies the types of Buildings and Units added within any Phase, Developer reserves the right to modify the plot plans attached hereto as Exhibit 2 and construct Buildings and improvements differently than as shown on the plot plans, as may be necessary or desirable in connection with the construction of such Buildings and improvements; provided, however, than any amendment adding any Phase shall contain a plot plan showing the actual location of all Buildings and improvements actually constructed within the Phase. Developer further reserves the right to change the location of the parking areas and other common element improvements as may be reasonably required to serve the Buildings and Units actually constructed within any Phase, and to make changes in the legal description and/or plot plan of the Phase required to accommodate such changes or to comply with the applicable governmental requirements, such as parking, density, and set-back or to correct errors, prior to the time the Phase is added to the Condominium. In any event, all Buildings added to the Condominium in any Phase will be of comparable quality of construction to the Buildings initially included in the Condominium. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, DEVELOPER SHALL HAVE NO DUTY, OBLIGATON OR RESPONSIBILITY TO CAUSE ANY PHASE OR ITS IMPROVEMENTS TO BE CONSTRUCTED AND ADDED TO THE CONDOMINIUM AND NOTHING CONTAINED HEREIN SHALL BE DEEMED A REPRESENTATION OR WARRANTY THAT ANY ADDITIONAL PHASE WILL IN FACT BE ADDED TO THE CONDOMINIUM

3.8. Recreation Areas and Facilities. In the event that any or all of the additional Phases are added to this Condominium, there shall be included in each Phase the assigned parking areas and Buildings depicted on Exhibit 2. None of the Phases shall include any recreational facilities or personal property.

3.9. Phase I. The improvements in Phase I of the Condominium include one (1) Building containing, in addition to the Common Elements therein, an aggregate of thirty (30) Units, all of which are more particularly described. Each Unit is identified by a combination of numeric numbers. Other improvements included in the condominium are landscaping and all underground structures and improvements which are not part of or located within the Building, such as wires, cables, drains, pipes, ducts, conduits, valves and fitting.

3.10. Survey and Graphic Description. Exhibit 2 to this Declaration contains the plot plans, building plans, Surveyor's Certificate for Phase I of the Condominium Property. Exhibit 1, Exhibit 2 and this Declaration identify the common Elements and each Unit in Phase I of the Condominium and their relative size and location.

3.11. No Timeshares. No timeshare estates will or may be created with respect to Units in this Condominium.

3.12. Units. The Condominium will contain a total minimum/maximum of sixty (60) Units if all Phases are submitted, which are located and individually described in **Exhibit 2** hereto. The boundaries of each Unit are as follows:

3.12.1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

3.12.1.1 Upper Boundaries. The horizontal plane of the lowest surface of the unfinished ceiling slab.

3.12.1.2 Lower Boundaries. The horizontal plane of the highest surface of unfinished floor slab.

3.12.2. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the boundary lines defined and depicted in Exhibit "2" hereto, extended to an intersection with each other and with the upper and lower boundaries. Any non-loadbearing portion of a perimeter wall inside the perimetrical boundary of a unit shall be deemed a part of the unit.

3.12.3. Covered Screened Lanais. Covered screened lanais shall not form a part of a Unit as such areas are Limited Common Elements.

3.12.4. Certain Items Exclusively Serving A Unit. In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air handling equipment (located on the land adjacent to the building) exclusively serving the Unit and all foyer doors, screen doors, screens, windows, glass and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively; provided, however screening within the boundaries of a limited common element forming a part of a screened patio shall be deemed a limited common element and shall not form a part of a Unit.

3.12.5. Exceptions. Any piping or other fixtures which are located within one Unit but which service another Unit or Units and the reinforced concrete portions of any load-bearing columns or walls within a Unit shall be Common Elements.

3.13. Common Elements. The Common Elements include:

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

3.13.2 A mailbox for each unit, all of which are centrally located.

3.13.3 Easements through Units for conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utilities and other services to Units and Common Elements.

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

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

3.13.6 Limited Common Elements; provided, however, Limited Common Elements are not accessible by all Unit Owners.

3.13.7 Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners in the Condominium.

3.13.8 Meter rooms, electrical rooms and mechanical rooms, if any.

3.14. Limited Common Elements. Each Unit shall have certain Limited Common Elements appurtenant thereto as follows:

3.14.1 Covered Screened Lanais. Covered screened lanais which are accessible from a unit shall be for the exclusive use of the unit owner owning such unit. The unit owner shall be responsible for maintenance and care of the screened lanai, including, without limitation, all wiring, electric outlets, lighting fixtures, screening or screened doors. A unit owner may install floor coverings (e.g. tile) within a lanai after obtaining the prior written approval of the Board. The Board shall be responsible for approving the design, structural integrity, aesthetic appeal and construction details, or otherwise, which approval may be unreasonably withheld. There is no guarantee that any Unit shall have any specific view.

3.14.2 Covered Parking. Each Unit shall be entitled to the exclusive use of one (1) one (1)-car Covered Parking Space that is assigned to that Unit. These covered parking spaces are (LCE) and are number "P" with the corresponding Unit number to which they are assigned. After exclusive use of any such covered parking space is assigned by Developer to a Unit, it may not be conveyed, assigned or encumbered except as an appurtenance to the Unit to which it is assigned. Each Unit Owner is responsible for keeping the pavement surface clean, and free from dirt, debris and grime. All other maintenance, repair and replacement responsibilities relating

to the covered parking spaces and the pavement surface shall be the responsibility of the Association as a common expense.

3.14.3 Air Space and Area for Air Handling Compressor Equipment. The right of exclusive use of the air space and area of the land adjacent to the Building occupied by the air handling equipment constituting a part of and serving a Unit, all as more particularly set forth in Exhibit 2. Such Air Handling Equipment may be placed on a single pad, which pad may be shared by more than one (1) unit.

3.14.4 Storage Rooms. Each unit shall be entitled to the exclusive use of one (1) storage room which will be assigned to the Unit. These storage units are (LCE) and numbered "S" with the corresponding Unit number to which they are assigned.

3.14.5 Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one (1) Unit or more than one (1) Unit, shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by such Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board and shall be binding and conclusive when so made.

3.15. Easements. The following easements are hereby created (in addition to any easements created under the Act and any easement affecting the Condominium Property and recorded in the Public Records of County).

3.15.1 Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

3.15.2 Utilities and Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Utilities, other services, and drainage in order to serve the Condominium and/or members of Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utilities, other services or drainage facilities or the use of these easements.

3.15.3 Encroachments. An 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 any Unit Owner, 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. Encroachments may result from (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of Association, and/or (iv) any repair or restoration of the Improvements (or any portion thereof) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements.

3.15.4 Ingress and Egress. Non-exclusive easements in favor of each Unit Owner and resident, their guests and invitees, and the unit owners, residents, guests and invitees of the Other Condominiums shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. Each Unit Owner shall have reasonable access to the public roads from the Condominium. None of the easements specified in this Section shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Notwithstanding the foregoing, Unit Owners, residents, guests and invitees of the Other Condominiums shall have no right to access the hallways and other portions of the Common Elements unless such access is necessary for use and enjoyment of the Common Areas of the Master Community.

3.15.5 Construction; Maintenance. Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, of any Improvements or Unit located or to be located thereon.

3.15.6 Use of the Condominium. As long as Developer, its successors, assigns or nominees owns any portion of the property that comprises or may comprise part of the Master Community, Developer its agents, nominees, designees, successors, and assigns, shall have the right to use portions of the Master Community owned by Developer, its successors, assigns or nominees and the Common Elements of the Condominium for marketing and sales purposes. By way of example, and not as a limitation, Developer, its successors, assigns or nominees may maintain model units and sales offices within any portion of the Master Community, including the Condominium, show model units and the Common Elements to prospective purchasers and tenants of the Units or other property within the Master Community offered for sale or lease by Developer, and erect on the Condominium Property signs and other promotional material to advertise Units within this Condominium being offered for sale or lease by Developer. Developer reserves the right to use any Units not conveyed as temporary accommodations for, but not limited to, prospective purchasers. Such temporary accommodations shall not be considered leasing of the Unit and shall not be subject to Section 18.9 hereof. These rights shall expire when the Developer no longer holds a unit for sale in the ordinary course of business.

3.15.7 Additional Easements. Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints Developer and Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other Utilities or service easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as Developer or Association shall deem necessary or desirable for the proper operations and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the ongoing development of the Condominium, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement in and about the Common Elements.

3.15.8 Paved Driveways and Roads. Other condominiums are expected to be constructed within the Master Community. Some of the other condominiums within the Master Community may need vehicular and pedestrian ingress and egress access over the paved driveways and roads within the Condominium Property. To the extent the paved driveways and roads within the Master Community provide access to other homes in the Master Community, Developer and Association hereby grant non-exclusive easements, at no charge, for vehicular and pedestrian ingress and egress over the paved driveways and roads within the Condominium Property in favor of (1) the unit owners and residents, (2) their guests and invitees, and (3) the associations that will operate the condominiums of the Master Community. Further, Developer hereby agrees to provide a similar access easement, at no charge, in favor of Unit Owners and residents, their guests and invitees over the paved driveways and roads of the other condominiums within the Master Community.

3.15.9 Water Transmission and Distribution Facilities Easement and Repair. To the extent that any water and sewer facilities are to be provided or maintained by the City or County, Developer hereby grants and conveys to City and/or County (as applicable), their respective successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within the Condominium Property (excluding such facilities located inside a Unit) in accordance with plans approved by Developer or Association.

3.15.10 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations above, across, and under the Condominium.

3.15.11 Easement in Favor of Golf Club, Master Association, and Community Association. Developer and Association hereby grant a non-exclusive pedestrian and vehicular easement in favor of the Golf Club, Master, and Community Association over all of the Condominium Property with the exception of the Buildings.

3.15.12 Public Easements. Police, fire, sanitation, school transportation, health, water, sewer and other public service and utility company personnel and vehicles shall have a non-exclusive easement for ingress and egress over and across the Common Elements. The City shall also have a non-exclusive easement for ingress and egress over and across the Common Elements.

3.15.13 Reservation of Right for Developer to Grant Additional Easements. For as long as the Master Community is being developed and prior to the turnover of control of the Association to the members, Developer shall have the right to grant any additional easements over the Condominium Property that Developer determines are necessary for the continued development and operation of the Master Community. Developer may grant such easements, without the joinder of Unit Owners, Association, Other Condominium Association, Master Association or any lender. By way of example and not as a limitation, Developer may grant easements to itself or others for pedestrian or vehicular ingress and egress across the roads within the Condominium Property. This Section may not be amended without the consent of the Developer, unless this reserved right is inconsistent with F.S. 718.110(1)(a).

4 Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, membership in Association designated in this Declaration, with the full voting rights appertaining thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these aforedescribed appurtenances to a Unit, except as elsewhere provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5 Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

5.1. Percentage Ownership and Shares. Each Unit, regardless of size, has an equal undivided percentage interest in the Common Elements and Common Surplus, and shall share equally in the Common Expenses. Each Unit's undivided share in the Common Elements is determined by dividing the number one (1) by the total number of Units comprising the Condominium. Accordingly, the undivided share in the Common Elements appurtenant to each Unit in the Condominium if all Phases are submitted is $1/60^{th}$, and each Unit Owner

will be responsible for a proportionate share of the Common Expenses and will own a proportionate share of the Common Surplus equal to such undivided share in the Common Elements.

5.2. Voting. Each Unit shall be entitled to one (1) vote to be cast by its Unit Owner(s) in accordance with the provisions of the By-Laws and Articles. Each Unit Owner shall be a member of the Association.

6 Babcock Ranch Community Independent Special District.

6.1. Establishment: Powers. Babcock National lies within the boundaries of the Babcock Ranch Community Independent Special District (the "District"). The District may provide and operate certain infrastructure facilities and community services and has the authority to levy and collect fees, rates, charges, taxes and assessments ("District Levies") to pay for, finance and provide such facilities and services. These District Levies pay for the principal and debt service, acquisition, construction, operation, and/or maintenance costs of certain public facilities within the District. These District Levies are in addition to county and all other taxes and assessments provided for by law. These District Levies will either appear on the annual real estate tax bill for each property Owner in which case they will be payable directly to the Charlotte County Tax Collector or they will appear on a separate bill issued to each Owner by the District. All District Levies constitute a lien upon those portions of the Property owned by any Owner.

6.2. Taxes and Assessments. THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT, AND ARE SET ANNUALLY BY THE BOARD OF SUPERVISORS OF THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS WILL EITHER APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX AND WILL BE PAYABLE DIRECTLY TO THE CHARLOTTE COUNTY TAX COLLECTOR, OR WILL APPEAR ON A SEPARATE BILL ISSUED TO EACH OWNER BY THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT. THE TAXES AND ASSESSMENTS OF THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT.

BY ACCEPTANCE OF A DEED TO A LIVING UNIT AND/OR LOT, OR ANY INTEREST THEREIN, EACH OWNER HEREBY AGREES (I) TO PAY ANY AND ALL FEES, CHARGES, TAXES AND ASSESSMENTS IMPOSED BY THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT WITH RESPECT TO THE OWNER'S UNIT, (II) TO ABIDE BY ALL OF THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT'S REGULATIONS, AS THEY MAY BE AMENDED FROM TIME TO TIME, AND (III) TO DISCLOSE IN WRITING TO ANY SUBSEQUENT PURCHASER OF THE OWNER'S UNIT THAT SUCH PROPERTY IS WITHIN THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT, THE FUNCTION OF THE L BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT AND THAT SUCH PURCHASER SHALL BE SUBJECT TO BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT ASSESSMENTS.

6.3. District Property Becoming Common Elements. If Developer determines that it is in the best interest of the Properties for any of the District property to become Common Elements, and if Developer, the Association and the District all determine that such property should be conveyed to the Association, the District shall convey to the Association fee simple title to those portions of the District property which are to become Common Elements. However, any such areas conveyed to the Master Association may still include use rights held by the general public.

6.4. Common Elements Becoming District Property. If Developer determines, subject to any governmental requirements, that it is in the best interests of the Properties for any portion(s) of the Common Elements to be owned and/or administered by the District, rather than by the Master Association, such portions of the Common Elements shall cease to be Common Elements, even if they have already been conveyed to the Master Association, and shall thereafter be considered District property, even if legal title has not been deeded to the District. When a part of the Property becomes District property, the expenses of administration and maintenance shall cease to be Association Expenses. If required by law, or if deemed by Developer to be in the best interests of the Properties, the Master Association shall convey to the District the legal title to any Common Elements which becomes District property.

7 Amendments.

7.1. Amendment by Association.

7.1.1 Proposal. Amendments to this Declaration may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or by the Owners of twenty percent (20%) of the Units, whether by vote of such Owners as members of Association at a special or regular meeting of the members or by written instrument signed by them. Any amendment to this Declaration so proposed by the Board or members of Association shall be transmitted to the

President of Association, or, in the absence of the President, to a Vice President or other acting chief executive officer.

7.1.2 Notice. Notice of the subject matter of the proposed amendment to this Declaration shall be included in the notice of any regular or special meeting of Association at which such proposed amendment is to be considered.

7.1.3 Adoption. Except as elsewhere provided, approval of an amendment must be by affirmative vote of:

7.1.3.1 Unit Owners owning in excess of fifty percent (50%) of the Voting Interests represented at any meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board; or,

7.1.3.2 Unit Owners owning not less than eighty percent (80%) of the Voting Interests represented at any meeting at which a quorum has been attained; or,

7.1.3.3 Unless otherwise provided under Chapter 718 and specifically Section 718.110, Florida Statutes, prior to the date upon which Unit Owners other than Developer control the Board, one hundred percent (100%) of the Board. Notwithstanding the foregoing, if the Act requires Unit Owner approval for the amendment being considered, then the amount of Unit Owner approval required under the Act will also be necessary for the approval of the amendment.

7.1.4 Not Present. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

7.2. By Developer. For so long as Developer holds any Units in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of Unit Owners, lienors or mortgagees. Without in any way limiting the generality of the foregoing, and except as prohibited by the Act as it exists on the date hereof (e.g., those actions governed by Section 718.110(4) and (8) of the Florida Statutes (2021), as long as Developer owns one or more Units for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to this Declaration, including, without limitation, any amendments that are requested or required by any Institutional First Mortgagee or prospective Institutional First Mortgagee or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units or to insure the payment of one or more such mortgages to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

7.3. Execution and Recording. An amendment, other than amendments made by Developer pursuant to the Act or this Declaration, shall be evidenced by a certificate of Association which shall include recording information identifying this Declaration and shall be executed in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of Association is not required. An amendment of this Declaration is effective when properly recorded in the Public Records of County.

7.4. Procedure. The procedure for adopting amendments and the form of all amendments shall be in conformance with the requirements of the Act.

7.5. Restrictions on Amendments.

7.5.1 No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Unit Owner shares the Common Expenses and owns the Common Elements and Common Surplus, unless sixty-seven percent (67%) of the total Voting Interests of Association, including all of the record owners of Units affected by such amendment and all record owners of liens on the Unit and all the record owners of all other Units in the same condominium join in the execution of the amendment; provided, however, no approval shall be required by Unit Owners if such amendment is required by any governmental entity having jurisdiction over the Condominium.

7.5.2 No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer, without the written consent of Developer.

7.5.3 No amendment shall materially affect the rights or interests of Institutional First Mortgagees without their prior consent, which shall be evidenced as provided in the Act and which shall not be unreasonably withheld. It shall be presumed that, except as to those matters set forth in Sections 718.110(4) and (8) of the Florida Statutes, amendments to the Declaration do not affect the rights or interests of Institutional First Mortgagees.

7.5.4 No amendment to any of the Governing Documents shall be effective without (i) prior written notice to Founder during the "Development and Sale Period" as defined in the Residential Charter, or to the Master Association, thereafter, at the address of its principal office in the State of Florida, with a copy to its registered agent as shown on the records of the Secretary of State of the State of Florida, accompanied by a copy of

the proposed amendment; and (ii) execution of such amendment by the Founder during such Development and Sale Period or by the Community Association, thereafter, evidencing its approval thereof, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the approval of the Founder or the Community Association shall not be required for amendments solely for the purposes of submitting additional property to the Declaration or adding or modifying use restrictions or Rules and Regulations, provided such use restrictions or Rules and Regulations are not inconsistent with the Residential Charter and Community Association rules (the fact that the use restrictions or rules may be more restrictive shall not make them inconsistent).

8 Maintenance and Repairs. Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

8.1. Units. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all portions of his Unit, including but not limited to fixtures, entrances, screens, both sides of windows accessible from the Unit (*e.g.*, windows accessible from a balcony or patio, if any, are the responsibility of Unit Owner), all screen doors, and all other doors and door hardware within or affording access to a Unit, that portion of the mechanical, electrical (including all wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (including the air handling equipment exclusively serving a Unit) within the Limited Common Elements of such Unit), thermostats, fixtures and outlets, smoke alarms, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces including interior partitions (and, in general, the entire interior of the Unit) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Windows which are not accessible to Unit Owners (by way of example, the exterior of any window that cannot be reached from the balcony) shall be washed by Association and the cost thereof shall be a Common Expense. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by Association for loss of or damage to or within Units (if any such insurance is available) shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. All maintenance, repairs and/or replacements for which Unit Owner is responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Unless inconsistent with F.S. 718.111(5), the Association shall be entitled to, but not obligated to, perform the necessary work at the cost of the Unit Owner and shall be entitled to access the Unit for that purpose. Association reserves the right to, but is not obligated to, enter into a service contract with an entity that will be available to provide minor maintenance or repair services to the electrical, plumbing, and heating and air-conditioning equipment. The service contract may also provide for minor maintenance and repair services to all appliances originally provided by Developer. There is no guarantee that the service contract will be in place or that all of the items listed will be covered under the service contract. The Unit Owner will continue to be responsible for the maintenance and repair of any item not covered under a service contract. The cost of a service contract, if in place, will be a Common Expense of Association.

8.2. Air Conditioning Air Handling Equipment. As provided in Section 3.12.4 hereof, the air conditioner air handling equipment is deemed to be included as part of the Unit it exclusively serves; accordingly, the maintenance obligations set forth in Section 8.1 above apply to air conditioner air handling equipment. The obligation to maintain and repair any heating and air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owner(s), individually, and not Association, without regard to whether such items are included within the boundaries of the Unit(s).

8.3. Limited Common Elements.

8.3.1 General Maintenance Requirements. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all non-structural portions of Limited Common Elements exclusively (or non-exclusively in the case of a fence) serving his or her Unit, excluding Parking Areas and Mailboxes including, but not limited to fixtures, light bulbs, ceiling fans, screen doors and screening, all garden items and the grass, plants, shrubs and flowers within such Limited Common Element, if enclosed by a fence or a wall, if applicable, and all other doors and gates, if applicable, within or affording access to a Limited Common Element, that portion of the electrical (including wiring), plumbing, if any (including fixtures and connections), fixtures and outlets, appliances, floor covering lying within the boundaries of the Limited Common Element, all interior surfaces (and, in general, the entire interior of the Limited Common Element) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to the Limited Common Element for that purpose or for the repair, replacement, and maintenance of the Limited Common Element and other facilities.

8.3.2 Balconies, Patios, Terraces and Lanais. The Units may have access to a patio, balcony, terrace or lanai. The Unit Owner shall be responsible for maintenance and care of the balconies, patios, terraces and lanais, including, without limitation, all wiring, electric outlets, lighting fixtures, flooring, and screening, if applicable. A Unit Owner may install floor coverings (*e.g.*, tile) within a balcony and/or patio after obtaining the prior written approval of the Board as more particularly explained in Section 18.19 hereof. The Board shall be responsible for approving the design, structural integrity, aesthetic appeal and construction details, or otherwise. No changes whatsoever can be made to these areas without the permission of Association, which may be withheld for any reason. Although these balconies, patios, terraces and lanais may appear to be part of the applicable Unit, such

Balconies, Patios, Terraces and Lanais must be accessible at all times to Association, maintenance persons such as window washers, police, fire rescue workers and such other persons as Association may allow access for the safety, welfare or health of the Unit Owners and/or Association. There is no guarantee that the balconies, patios, terraces and lanais will be free from noise or private. Unless damage is caused due to the Unit Owner's negligence, Association shall be responsible for maintaining all structural components of the balconies, patios, terraces and lanais, including, without limitation, any rebar running through or underneath such facilities, the post and the below ground footers that stabilize the posts that support the overhang, if any.

8.3.3 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies located within the Common Elements of the Condominium in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of the Common Expenses of Association.

8.3.4 Mailboxes, and other Limited Common Elements. Unless otherwise provided in this Declaration, Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, Mailboxes, or other facilities, if any, designated herein as Limited Common Elements, and the cost of the same shall be treated as Common Expenses assessed against all Unit Owners.

8.3.5 Failure to Perform Responsibilities. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to all Limited Common Elements for that purpose or for the repair, replacement or maintenance of all Limited Common Element screening and other facilities.

8.3.6 Areas Outside Buildings. All exterior Condominium Property not within the boundaries of the Buildings hereof shall be operated, maintained, replaced and repaired by the Association. Such operation and maintenance shall include, but not be limited to, the cost for insurance, landscaping, pavement replacement, directional signs, and shrubbery. The items to be maintained by Association shall include, but not be limited to, items such as the parking areas, driveways, roads, fences, and mailboxes if located outside the boundaries of the Buildings, if any.

8.4. Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) if proceeds of insurance are made available therefor, or (iii) except as provided in the Master Declaration, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements (other than certain of the Limited Common Elements as provided above, and otherwise as provided in this Declaration) shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. Association is bound to comply with all maintenance standards set forth in the Master Declaration. In order to operate the Condominium, it is possible that holes may be cut in walls to facilitate the placement of equipment benefiting the Condominium. Further, due to the location of these areas, it is possible that noise or vibration of equipment may be heard or felt inside the Units. The Condominium may be designed with a roof membrane. The roof may contain hooks or other apparatus in the floor or walls that will allow equipment to be used to clean windows of the Condominium. When windows are cleaned, there may be drops or swings placed on the roof. Trellises, if any, forming part of the roof shall be maintained, along with the rest of the roof by Association.

8.5. Association's Right of Access to Units. Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

8.6. Light Fixtures. Prior to completion of the last Unit to be constructed in the Master Community, Developer or its designee, shall have the right but not the obligation, to cause those electric light fixtures which may be attached to the front exterior of the Building between Units, if any, plus those electric street lights adjoined or adjacent to each Building, if any, to be turned on and off via an automatic device. Association shall be responsible for the cost of the electricity, maintenance, repair and replacement of all parts of the electric light fixtures, the street lights and the automatic device. The light fixtures that are placed on the Building immediately outside the front exterior of each Unit, if any, will be manually operated by each Unit Owner from within the respective Unit. The replacement and maintenance of these fixtures, as well as the cost of electricity, shall be an expense to the Unit Owner.

8.7. Requirements. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by entities and/or individuals duly insured, licensed, if applicable, and qualified to perform such services.

8.8. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Elements or Limited Common Elements are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Elements or Limited Common Elements

and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times as provided by Florida law including, but not limited to, F.S. Chapter 558.

9 Architectural Control Provisions of Golf Club Declaration, Master Declaration, and Residential Charter. Each Unit and Unit Owner is subject to the architectural restrictions set forth in the Golf Club Declaration, Master Declaration, and Residential Charter, if any.

10 Provisions of Golf Club Declaration, Master Declaration, Residential Charter and The District. Each Unit Owner is subject to all of the terms and conditions set forth in the Golf Club Declaration, Master Declaration, and Residential Charter, all of which, to the extent appropriate and to the extent the same do not conflict with the powers and duties of Association or the rights of Unit Owners as contained in the Act, are incorporated herein by reference. The Golf Club and Master Association shall have all rights of pedestrian and vehicular access, ingress and egress over and upon the Condominium Property necessary to exercise its rights and privileges under the Golf Club Declatation and the Master Declaration. Each Unit Owner is subject to the Neighborhood Standards of the Master Community, as established under the Master Declaration. In addition to the foregoing, there are facilities constructed within the Condominium which serve the Other Condominiums. Each Owner acknowledges the existence of the District and the obligation to pay District Debt Service Assessments and District Maintenance Special Assessments as provided in the Master Declaration and Section 6 hereof. This Declaration is subject and subordinate to the Golf Club Declaration, Master Declaration, and Residential Charter.

10.1 Reservation of Rights to the Community Association. The following rights, restrictions, covenants, and easemets are granted to the Community Association:

10.1.1 the Land is contained within Babcock Ranch and are subject to the Residential Charter and the Supplement to the Residential Charter. If there are any conflicts between the Governing Documents and the Residential Charter or the Supplement to the Residential Charter, the Residential Charter and the Supplement to the Residential Charter shall control; provided however, if there is a conflict between the Governing Documents and the Residential Charter, any additional provisions set forth in the Supplement to the Residential Charter shall control over such conflicting provision; and

10.1.2 the right and all necessary easements to perform any of the responsibilities of the Association, if the Association fails to do so within fourteen (14) days after receipt of written notice from the Community Association of the need for such action; and

10.1.3 the right to enforce this Declaration and the Neighborhood Design Guidelines of the Community Association by all means available under this Declaration and the Bylaws and otherwise at law or in equity; and

10.1.4 the right to recover any costs incurred in exercising its rights under 10.1.2 and 10.1.3 above from the Association and the right to exercise the Association's assessment power and lien rights under this Declaration to recover from each Member of the Association its share of any such costs if the Association fails to reimburse the Community Association within thirty (30) days after receipt of an invoice for the same.

11 Architectural Control by Association. Any alterations, additions and improvements to the Condominium Property shall comply with the following:

11.1. Alterations by Unit Owners Other than Developer. No Unit Owner other than Developer, provided Developer shall own at least one (1) Unit in the Condominium for sale in the ordinary course of business, shall, without first having obtained the written consent of the Board and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition in or to the Common Elements (including any Limited Common Element appurtenant to a Unit) or the Unit. Without limiting the generality of the foregoing, no Unit Owner other than Developer, provided Developer shall hold at least one (1) Unit in the Condominium for sale in the ordinary course of business, without having first obtained the prior consent of the Board, shall:

11.1.1 change, modify and remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or

11.1.2 change, modify or otherwise affect in any manner any mechanical, Utilities, electrical, plumbing, Telecommunication Services, architectural or structural system or element of the Building; or

11.1.3 remove, or change the style, pattern, material, texture or outside color of any door, window, fixture or equipment in or on an exterior of a Unit or Building wall; or

11.1.4 cover, from the inside or outside, the glass or other transparent 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, any and all of which shall conform to building standards and Rules from time to time promulgated by the Board; or

11.1.5 affix to or cover any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any storm or hurricane shutter which has not been approved by Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

11.1.6 change, modify or otherwise affect in any manner the impact resistant glass windows and sliding glass doors; or

11.1.7 otherwise change, modify or alter the exterior of any Unit or the Building so that it thereby differs in appearance from any other Units of the same type.

11.2. Requests for Approval. All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board in writing together with (a) two (2) copies of such plans and specifications as the Board shall require to evaluate the request, and (b) such reasonable fee as from time to time may be fixed by the Board to defray the expenses of reviewing such requests. The Board shall have a period of forty-five (45) days after the date of its receipt of any such request within which to approve or disapprove the same, and if not approved within such forty-five (45) day period, such request shall be deemed disapproved. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration or improvement.

11.3. Alterations by Association. Whenever, in the judgment of the Board, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of Fifty Thousand Dollars ($50,000.00) in the aggregate in any calendar year, Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Voting Interests represented at a meeting at which a quorum is attained. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of Fifty Thousand Dollars ($50,000.00) or less in a calendar year may be made by Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. The dollar cap provided in this Section shall be adjusted annually to take into account changes in the cost of living as reflected in any nationally available Consumer Price Index selected by the Board.

11.4. Alterations by Developer. As long as Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right, without the vote or consent of Association to:

11.4.1 Make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units; and

11.4.2 Change the size and/or number of Developer owned Units by combining all or part of two (2) or more Developer owned Units or by subdividing one (1) or more Developer owned Units (including any Units resulting from the prior combination of two (2) or more of Developer owned Units) or otherwise, and to reapportion among the affected Developer-owned Units their appurtenant undivided interest in the Common Elements, all only to the extent permitted by and according to the procedures provided in the Act. Any change in the number or size of Developer-owned Units and any reapportionment of that appurtenant undivided interest in the Common Elements shall be reflected by an amendment to this Declaration which shall contain a survey reflecting the change.

12 Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of Association. Association shall be the entity responsible for the operation of the Condominium. The powers and duties of Association shall include those set forth in the Articles and By-Laws. Notwithstanding the duty of Association to maintain and repair parts of the Condominium Property, Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair caused by any condition of the Condominium Property.

13 Assessments. Association has been granted the right to make, levy and collect Assessments against the Unit Owners to provide the funds necessary for the proper operation and management of the Condominium. The following provisions shall govern the making, levying and collecting of such Assessments for Common Expenses, and the payment of the costs and expenses of operating and managing the Condominium by Association.

13.1. Determination of Assessments. The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be liable for his or her share of all Common Expenses which shall be in the same percentage as his or her ownership of the Common Elements.

13.2. Association as Unit Owner. Should Association become the Unit Owner of a Unit, the Assessment which would otherwise be due and payable to Association by the Unit Owner of such Unit, reduced by the amount of income which may be derived from the leasing of such Unit by Association, shall be apportioned and the Assessment therefor levied ratably among the Owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to the Unit owned by Association.

13.3. Time for Payment. The Assessment for Common Expenses levied against each Unit Owner shall be payable in quarterly or monthly installments and shall be due on the first day of said period. The Unit

Owner is responsible for the payment of Assessments as of the date that such Unit Owner closes on the purchase of the Condominium Parcel.

13.4. Annual Budget. The Board shall, in accordance with the By-Laws of Association, establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium and all property owned by Association, if not an expense of another association, including, to the extent required by law and, in addition, 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; provided, however, that failure to deliver a copy of the budget to a Unit Owner shall not affect the liability of such Unit Owner for the Assessments. 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 necessary. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. Additionally, the charges for Telecommunication Services, if any, to be provided to all of the Units of the Condominium, shall be deemed to be a Common Expense if not an expense of another association (*i.e.* Master Association). The Board in determining the amount of the Assessments payable by the Unit Owners shall be authorized to include such charges in the estimated operating budget for the Condominium. Accordingly, the provisions contained in Section 14 of this Declaration with respect to the collection of Assessments shall be applicable to the charges for Telecommunication Services if the same are not expenses of and paid by the Master Association.

13.5. Reserve Funds. The Board, in establishing each annual budget, shall include therein sums to be collected and maintained as reserve funds for the repair and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units as required by the Act. Developer may vote to waive reserves or reduce the funding of reserves in accordance with the rights and obligations set forth in the Act.

13.6. Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, Articles, or By-Laws shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus. Capital expenditures, other than for repair or replacement of pre-existing improvements, which exceed twenty (20%) percent of the annual budget, must be approved by a majority of the entire voting interests of the Association.

13.7. Use Fees. The Board has the right, but not an obligation, to establish use fees ("**Use Fees**") from time to time for the exclusive use of any portion of the Common Elements. Alternatively, the Board may elect not to charge Use Fees and include the costs of all or any of the foregoing in Common Expenses, which will then be shared by all Unit Owners in accordance with their percentage interest in the Common Elements.

14 Collection of Assessments.

14.1. Delinquency or Default. The payment of any Assessment or installment thereof due to Association shall be in default if not paid to Association on or before the date due. When in default, the delinquent charges, Assessments or installments thereof shall bear interest at the highest rate permissible by law until the same, and all interest due thereon, have been paid in full. The interest rate of the assessment lien may not exceed 18 percent per year and in addition to the interest fee charge, the association may charge an administrative late fee up to the greatr of $25.00 or 5 percent of each delinquent installment for which the payment is late. Any payment received by an association must ve applied first to any interest accrued by the association, then to any administrative late fee, then to any costs and reasonable atto4rney fees incurred n collection, and then to the delinquent assessment.

14.2. Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all Assessments for Common Expenses, 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 reasonable attorneys' fees, paraprofessionals' fees and costs (pre-trial and at the trial and appellate levels), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

14.3. Liability not Subject to Waiver. No Unit Owner may exempt himself from liability for any Assessment levied against such Unit Owner and his or her Unit by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements, or property owned by Association, or by abandonment of the Unit, or in any other manner.

14.4. Lien for Assessment. Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (2) Assessments levied against the Unit and the Unit Owner(s), thereof, and (3) interest, if any, which may become due on delinquent Assessments owing to Association, and (4) reasonable costs and expenses, including actual attorneys' fees, paraprofessionals' fees and costs (pre-trial and at the trial and appellate levels) which may be incurred by Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to Association may be established and foreclosed in the Circuit Court in and for Charlotte County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (ii) collect rent from the Unit Owner if the Unit Owner remains in possession of the Unit

after a judgment of foreclosure is entered and (iii) obtain the appointment of a receiver for such Unit to collect the rent if the Unit is leased or rented during the pendency of the foreclosure action. The lien of Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose, and the priority of the lien shall relate back to the date upon which this Declaration was recorded, except as otherwise provided in the Act. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees, paraprofessional fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

14.5. Recording and Priority of Lien. The lien of Association shall be effective from and after recording in the Public Records of County a claim of lien stating the name and address of Association, the description of the Unit encumbered thereby, the name of the record Unit Owner, the amount and the date when due, and shall continue for one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until such action is brought to completion. Such claims of lien shall include Assessments which are due and which accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, costs, attorney's fees, paraprofessional 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 Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording Association's claim of lien except that the lien of Association for tax or Special Assessment advances made by Association where any taxing authority having jurisdiction levies any tax or Special Assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to Association's claim of lien therefor, and Association's claim of lien for collection of such portion of any tax or Special Assessment shall specifically designate that the same secures an Assessment levied pursuant to this Declaration.

14.6. Effect of Foreclosure or Judicial Sale. Subject to the provisions of Section 14.9 hereof, a Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Unit Owner, and is also jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the current Unit Owner may have to recover from the previous Unit Owner the amounts paid by the current Unit Owner.

14.7. Effect of Voluntary Transfer. When a Unit Owner proposes to lease, sell or mortgage the Condominium Parcel in compliance with other provisions of this Declaration, Association, upon written request of Unit Owner, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any Assessment or charge which shall be due and payable to Association by the Unit Owner. Such statement shall be executed by any officer of Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement. With any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments that came due up to the time of transfer of title without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

14.8. No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment or charge shall not be deemed to be an election by Association which shall prevent it from 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.

14.9. Institutional First Mortgagee.

14.9.1 The liability of an Institutional First Mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title shall be governed by the Condominium Act, as it may be amended from time to time. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

14.9.2 The Institutional First Mortgagee or its successor or assignees acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle Association to record a claim of lien against the Unit and proceed in the same manner as provided for the collection of unpaid Assessments.

14.9.3 The provisions of this subsection shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

14.9.4 In the event of the acquisition of title to a Unit by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Unit Owners as a part of the Common Expenses, 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.

14.10. Developer's Liability for Assessments.

14.10.1 The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2020 or the date the control of the Condominium is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit for the common expense for the condominium association will not exceed $707.88. If the turnover date has not occurred by December 31, 2020, the Developer further guarantees that from January 1, 2021 until the first to occur of December 31, 2021 or the turnover date, quarterly assessments against each unit for common expenses for the condominium association will not exceed $814.06. If the turnover date has not occurred by December 31, 2021, the Developer further guarantees that from January 1, 2022 until December 31, 2022, or the turnover date, quarterly assessments against each unit for common expense for the condominium association will not exceed $936.17. During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for common expenses, instead, the Developer will fund the difference, if any between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from the unit owners other that the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting, and fund any outstanding deficits

14.10.2 No funds receivable from Unit purchasers or Unit Owners payable to Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget for the first twelve (12) months of operation contained in the Offering Circular (Prospectus) delivered to Unit purchasers or Unit Owners when Unit purchasers or Unit Owners contracted to purchase a Unit, if applicable, shall be used for payment of Common Expenses during the Guarantee Period. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits or start-up funds collected from Unit purchasers at closing. If an audit of the Association's financial records performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

14.11. Possession of Unit. Subject to Association's rights under this Declaration and under law, any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy of the Unit and enjoyment of the Common Elements in accordance with the purposes for which they are intended, provided that such occupancy and enjoyment do not hinder or encroach upon the lawful rights of other Unit Owners.

14.12. Certificate of Unpaid Assessments. Association shall provide a certificate stating all Assessments, Special Assessments and other moneys owed to Association by the Unit Owner with respect to the Condominium Parcel, within fifteen (15) days after request by a Unit Owner or Institutional First Mortgagee. Notwithstanding any limitation on transfer fees contained in Section 718.112(2)(i), Florida Statutes, the Association or its authorized agent may charge a reasonable fee for the preparation of the certificate. The amount of the fee must be included on the certificate.

14.13. Attachment of Rental Income: Suspension of Use and Voting Rights. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws or applicable law, the Association shall have the following options when payment of assessments or charges are in default (more than ten days in arrears):

14.13.1 The Association may, without order of the Court, direct rental income (by written notice to the tenant with copy to Unit Owner) from units in default to be paid directly to the Association until all outstanding assessments, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct.

14.13.2 If a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use common elements, common facilities or any other Association property until the monetary obligation is paid. However, this subsection does not apply to limited common elements intended to be used only by that Unit, common elements that must be used to access the Unit, utility services provided to the Unit, parking spaces, or elevators.

14.13.3 The Association may also suspend the voting rights of a member due to nonpayment of any monetary obligation to the Association which is more than ninety (90) days delinquent for so long as the member remains delinquent.

The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

15 Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

15.1. Insurance Trustee. At any time the Board shall have the option to appoint a bank or trust company in Florida with trust powers to act as its insurance trustee ("**Insurance Trustee**") hereunder. Insurance Trustee and Association shall enter into a written agreement outlining the duties and obligations of Insurance Trustee and Association with respect to the requirements of this Declaration. Insurance Trustee (if appointed) shall not be liable for payment of insurance premiums, nor for the renewal or the sufficiency of insurance policies nor for the failure to collect any insurance proceeds. If Association does not appoint an Insurance Trustee, Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The sole duty of Insurance Trustee shall be to receive such proceeds of property insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. Association shall pay a reasonable fee to Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. Insurance Trustee shall be liable only for its willful misconduct or gross negligence, and then only for such money as may come into the possession of Insurance Trustee.

15.2. Named Insured. The named insured shall be Association, individually, and as agent for Unit Owners covered by the policy, without naming them and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds. Named as an insured may also be Association's authorized representative, on behalf of Association, including Insurance Trustee or any successor to Insurance Trustee.

15.2.1 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to Insurance Trustee (if appointed), or to Association (if no Insurance Trustee is appointed), and all policies and endorsements thereto shall be deposited with Insurance Trustee (if appointed) or otherwise with Association.

15.2.2 Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.

15.3. Coverage. Association shall use its best efforts to obtain and maintain adequate insurance issued by insurance carriers generally acceptable to FNMA or FHLMC (see FNMA Conventional Home Mortgage Seller's Contract Supplement and the FHLMC Seller's Guide) covering the following:

15.3.1 Property Insurance. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as it existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, built-in cabinets or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "**Insured Property**"), shall be insured in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, as determined by an independent insurance appraisal or update of a prior insurance appraisal determined at least once every thirty-six (36) months, excluding foundation and excavation costs so that there will be no co-insurance applicable. The insurance policy shall provide a replacement cost valuation. Such policies may contain deductible provisions as determined by the Board. Such coverage shall afford protection against loss or damage by fire and other hazards covered on an all-risk basis.

15.3.2 Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property. The limits required herein can be satisfied by using an umbrella liability policy, which would serve to indemnify the Association for loss in excess of the total applicable limits of liability stated in the schedule of underlying primary insurance policies. Each policy shall have a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

15.3.3 Workers' Compensation Insurance. Workers' compensation including employer's liability in an amount determined by the Board and other mandatory insurance, when applicable.

15.3.4 Flood Insurance. Flood insurance if Association so elects. FidelityInsurance. Fidelity insurance covering all Directors, officers and employees of Association and managing agents who handle Association funds in an amount equal to the maximum funds that will be in the custody of the Association or its management agent at any one time.

15.3.5 FidelityInsurance. Fidelity insurance covering all Directors, officers and employees of Association and managing agents who handle Association funds in an amount equal to the maximum funds that will be in the custody of the Association or its management agent at any one time

15.3.6 Directors and Officers Insurance. Directors and officers insurance, if desired and/or required under the provisions of the Act, covering all Directors, officers and employees of Association, for claims arising out of their alleged "wrongful acts."

15.3.7 Windstorm Coverage. Windstorm coverage if Association so elects

15.3.8 Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable.

15.3.9 Waiver of Subrogation. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right of subrogation against Association and against the Unit Owners individually and as a group.

15.4. Premiums. Premiums upon insurance policies purchased by Association shall be paid by Association as a Common Expense. Premiums may be financed in such manner as the Board deems appropriate.

15.5. Proceeds. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.

15.6. Mortgagees. 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 for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

15.7. Distribution of Proceeds. Proceeds of insurance policies received by Insurance Trustee (if appointed) or Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

15.7.1 Expenses of the Trust. All expenses of Insurance Trustee (if appointed) shall be first paid or provisions shall be made therefor.

15.7.2 Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. Regardless of any delay in disbursement, only Unit Owners holding title at the time of any disbursement of insurance proceeds shall have any rights to the same.

15.7.3 Failure to Reconstruct or Repair. If elsewhere it is determined in the manner provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 15.7.2 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners. This is a covenant for the benefit of any Institutional First Mortgagee of a Unit and may be enforced by them.

15.7.4 Certificate. In making the distributions to Unit Owners and their mortgagees, Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice President or Association's attorney as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution. Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice-President or Association's attorney to determine whether or not the damaged property is to be reconstructed or repaired.

15.8. Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to purchase and maintain insurance policies, adjust all claims arising under insurance policies purchased by Association, collect and appropriately distribute the proceeds of insurance policies, execute and deliver releases upon the payment of claims and execute any document necessary for the performance of any of the insurance provisions of the Condominium Documents. Association may designate Insurance Trustee to act as the attorney-in-fact.

15.9. Unit Owners Personal Coverage. Unit Owners are required to obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, parking space(s) and storage space(s), if applicable, including, but not limited to, their personal property, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, air conditioner air handling equipment, water heaters and built-in cabinets which are located within the unit and serve only such unit, and which are required to be repaired or replaced by the Unit Owner, as well as any other items enumerated by the Florida Condominium Act as the insurance responsibilities of the Unit Owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title.. Unit Owners should also obtain personal liability and living expense insurance. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against Association. Unless Association elects otherwise, the insurance purchased by Association shall not cover claims against a Unit Owner due to accidents occurring within his or her Unit, parking space(s) or storage space(s), if any, nor casualty or theft loss to the contents of such Unit, parking space(s) or storage

space(s), if any. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by Association. Each insurance policy issued to an individual Unit Owner providing such coverage shall be without rights of subrogation against the Association and shall include special assessment coverage of not less than $2,000.00 per occurrence. Unit Owners are responsible for the cost of reconstruction of any portions of the condominium property for which the Unit Owner is required to carry property insurance, and any such reconstruction work undertaken by the Association shall be chargeable to the Unit Owner and enforceable as an assessment pursuant to Section 718.116, Florida Statutes.

16 Reconstruction or Repair After Fire, Acts of Terrorism or Other Casualty.

16.1. Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property, the Board shall arrange for the prompt repair and restoration of the Insured Property; provided, however if seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements vote not to proceed with the repair or restoration thereof, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of Association; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such funds all mortgages and liens on his or her Unit in the order or priority of such mortgages and liens. Notwithstanding anything herein to the contrary, the condominium form of ownership may be terminated by a plan of termination approved by the lesser of the lowest percentage of voting interests necessary to amend this Declaration for approval of termination when (a) the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all units in the Condominium after completion of the repairs; or (b) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

16.2. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board, and if the damaged property which is to be altered is a Building, by a majority of Unit Owners of that Building. Notwithstanding the foregoing, each mortgagee of a Unit which will be altered shall have the right to approve the plans for the alteration, which approval shall not be unreasonably withheld.

16.3. Unit Owner Responsibility. If there is damage to those parts of the Condominium for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair. In all other instances, the responsibility for all necessary reconstruction and repair shall be that of Association.

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

16.5. Special Assessments and Additional Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments on account of damage to the Insured Property shall be in proportion to all of the Unit Owners' respective shares in the Common Elements.

16.6. Disbursement of Construction Funds. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

16.6.1 Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is less than One Hundred Thousand Dollars ($100,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to Association by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage as set forth in Section 16.6.2 below.

16.6.2 Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is equal to or more than One Hundred Thousand Dollars ($100,000), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 16.6.1 above, but then only upon the further approval of an architect qualified to practice in Florida and employed by Association to supervise the work.

16.6.3 Surplus. It shall be presumed that the first moneys disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that part of a

distribution to a Unit Owner which is not in excess of Assessments paid by such Unit Owner into the construction fund shall not be made payable to any mortgagee.

16.6.4 Certificate. Notwithstanding the provisions herein, Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Special Assessments shall be deposited by Association with Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Special Assessments paid by Unit Owners, nor to determine the payees nor the amounts to be paid. Insurance Trustee (if appointed) may rely upon a certificate of Association, made by its President or Vice President or Association's attorney, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

17 Condemnation.

17.1. Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with Insurance Trustee (if appointed).

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

17.3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 17 specifically provided.

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

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

17.4.2 Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.

17.5. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

17.5.1 Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagee in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to Association for any due and unpaid Assessments and Special Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

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

17.5.3 Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus equally among the reduced number of Unit Owners (and among reduced Units).

17.5.4 Special Assessments. If the balance of the award (after payments to the Unit Owner and such Unit Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium affected by the taking. The Special Assessments shall be made in proportion to the applicable

percentage shares of those Unit Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

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

17.6. Taking of Common Elements. Awards for the taking of Common Elements or Limited Common Elements shall be used to render the remaining portion of the Common Elements or Limited Common Elements usable in the manner approved by the Board; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

17.7. Discretion of Board. In circumstances not covered by this Declaration or by law, a two-thirds (2/3) majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

17.8. Amendment of Declaration. The changes in Units, in the Common Elements, in the Limited Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by and executed upon the direction of a majority of the Board.

18 Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

18.1. Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of the Common Elements accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Elements including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees, shrubbery, or other buildings (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Condominium, and (e) design of any portion of the Condominium. Each person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or relating to the person's use of the Common Elements including, without limitation, attorneys' fees, paraprofessional fees and costs, pre-trial, at trial and upon appeal. Without limiting the foregoing, all persons using the Common Elements do so at their own risk. BY ACCEPTANCE OF A DEED, EACH UNIT OWNER ACKNOWLEDGES THAT THE COMMON ELEMENTS OR SURROUNDING AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING UNIT OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH UNIT OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

18.2. Awnings, Canopies and Shutters. No awning, canopy or shutter shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board in writing. The Board has the absolute discretion to approve or disapprove any awning, canopy or shutters; provided, however, the Board must approve the installation or replacement of hurricane shutters conforming to the hurricane shutter specifications adopted by the Board.

18.3. Barbecue Grills. Barbecue grills are prohibited on any portion of the Condominium.

18.4. Bicycles. Bicycles may not be stored in the balconies, patios, terraces or in any place that causes the bicycle to be visible from the exterior of the Buildings. Bicycles are not permitted in the lobby, any corridor or hallway of the Condominium, if any.

18.5. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

18.6. Effect on Developer; Association. The restrictions and limitations set forth in this Section 18 shall not apply to Developer or to Units owned by Developer unless the Rules of the Act as it currently exists require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 18 for good cause shown.

18.7. Exterior Improvements; Landscaping. Without limiting the other provisions hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, furniture, fixtures, and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Board; provided, however, a unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Independence Day, Flag Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard regardless of any declaration rules or requirements dealing with flags. The Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three (3) inches wide, six (6) inches high and one and a half (1.5) inches deep, all as permitted by the Act. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval. Due to the restrictions set forth in Section 18.14.4 relative to affixing satellite dishes or antennas, Association will in no way consent to satellite dishes or antennas being affixed in a way that penetrates the post tension concrete slab system.

18.8. 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 the same as is elsewhere herein specified.

18.9. Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing and on forms approved by Association and shall provide (or, if it does not provide, shall be automatically deemed to provide) that (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any rules and regulations adopted by the Association from time to time (before or after the execution of the lease) and (ii) Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, applicable Rules or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by Association. Unit Owners are responsible for providing to their tenants copies of all such documents or instruments. Each lease must be for a minimum period of thirty (30) days. No subleasing or assignment of lease rights by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on tenant. As a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by the Act) be deposited into an account maintained by Association as permitted by the Act. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 18.9 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 18.9 hereof.

18.10. Litter. No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except closed containers deposited in chutes or placed for pick-up in accordance with Rules promulgated by the Board.

18.11. 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. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

18.12. Parking.

18.12.1 Exterior Parking is solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than forty-eight (48) hours. No Unit Owner may park any vehicle in guest parking spaces.

18.12.2 No commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property, provided, however, the Board shall have the right to permit service vehicles or vans to be parked for specified periods of time in designated service parking areas. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos™, Blazers™, Explorers™, etc.) no longer than 19' or clean "non-working" vehicles such as pick-up trucks and vans not in excess of 3/4 ton or cars, if they are used by the Unit Owner on a daily basis for normal transportation. The term commercial vehicle shall also not be deemed to include law enforcement vehicles. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction or maintenance vehicles in connection with the construction, improvement, installation, or repair by Developer of any part of the Condominium Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services. In addition, this parking prohibition shall not apply to Developer's vehicles when engaged in any activity relating to construction, maintenance or marketing of Units.

18.12.3 No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

18.13. Pets. Each Unit may house up to (three) 3 animals which may only be domestic dogs or cats and no more than two (2) of the animals may be domestic dogs. No animals may be of a breed prohibited by County, City or any other ordinance. The Association may prohibit other breeds of dogs that the Board considers dangerous in its sole discretion. Further, each Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the balcony, patio or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or in any way causes any damage to the property. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Unit and pets permanently housed in a Unit.

18.14. Post Tension Concrete Slab System. The Condominium may be constructed using a post tension concrete slab system. Nothing can be allowed to penetrate the slabs of the Buildings without the permission of the Board, which may be withheld for any reason.

18.14.1 This means that there can be no penetration into the top or underside of a slab. By way of example, the Units are not designed to allow the installation of a ceiling fan, soffits or lighting in the ceiling unless the same are part of the original construction. No penetration into the surface is permitted in structural walls, columns and floors. Each Unit Owner indemnifies and holds harmless Association and every other Unit Owner from any and all damages, liabilities and costs including, without limitation, attorneys' and paraprofessional fees and costs (pre-trial and at all levels including trial and appellate levels), resulting from such Unit Owner's improper penetration of any slab within the Condominium.

18.14.2 Trellis work and lattice work are not permitted if penetration that will in any way affect the post tension concrete slab system is required.

18.14.3 The installation of hurricane shutters may be restricted. There may be restrictions as to the types of installation permitted and the method of fastening the hurricane shutters to the Buildings.

18.14.4 Satellite dishes and antennas shall not be affixed in a way that penetrates the post tension concrete slab system.

18.15. Rules and Regulations. Reasonable Rules concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board. Copies of such Rules and amendments thereto shall be furnished by Association to all Unit Owners and residents of the Condominium upon request.

18.16. Signs. No signs, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved by the Board in its sole discretion.

18.17. Units. Each Unit shall be used as a residence only, except as otherwise herein expressly provided and no commercial occupation or activity may be carried on in any Unit except as such occupation or activity is permitted to be carried on by Developer under this Declaration. Notwithstanding the foregoing, a Unit may contain a home office so long as no business invitees visit the Unit and the home business activities do not pose a nuisance to other Unit Owners and residents. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, in addition to such persons' families and guests: (ii) the individual Unit Owner, (iii) an officer, director, stockholder or employee of such corporation, (iv) a partner of or employee of such partnership, (v) the fiduciary or beneficiary of such trust or other fiduciary, or (vi) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, in addition to such person's families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "**Families**" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

18.18. Utility Addition. No additional utility fixture or improvement including, without limitation, any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire shall be added to service any Unit without the prior written consent thereto by the Board.

18.19. Weight and Sound Restrictions.

18.19.1 Unless installed by Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms. Installation of hard surfaced floor coverings (other than by Developer) in any other areas must have sound absorbent padding approved by the Board, or a less dense floor covering, such as carpeting, must be used in such areas. Use of a hard and/or heavy surface floor covering in a location other than the foyer or the bathrooms must be submitted to and approved by the Board and also meet applicable structural requirements. The restrictions on installation of hard surfaced floor coverings do not apply to the Units located on the ground floor.

18.19.2 Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building.

18.19.3 The installation of a waterbed is strictly prohibited.

18.19.4 The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies and patios. Any use guidelines set forth by Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements.

18.19.5 Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. By way of example, certain fans in the Condominium may run continuously, causing noise and vibration. Noise from stairwells and elevator operation is normal for this type of building. Flushing toilets, generators, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Unit Owners. These sounds are normal, and to be expected. Volumes and pitches may vary, and are not guaranteed. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases Developer from any such warranty and claim for loss or damages resulting from sound transmission.

18.20. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Unit shall be of a type and color as approved in writing by the Board. The Association will specify the type and color of all hurricane shutters. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise, and if not so opened or removed by a Unit Owner, such shutters may be opened or removed by the Association at the expense of such Unit Owner. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval of the Board shall not be deemed an endorsement of the effectiveness of hurricane shutters.

19 Compliance and Default. Each Unit Owner and every occupant of a Unit and Association shall be governed by and shall comply with the terms of this Declaration, all exhibits attached hereto, and the Rules. Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or by that of any member of his or her family or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected with respect to such negligence by Association.

19.2. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the Articles, the By-Laws, applicable Rules or any other agreement, document or instrument affecting the Condominium Property or administered by Association, in the manner required, Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to the extent permitted by, and in accordance with, the Act, and to sue in a court of law for damages. In addition, Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

19.3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or Association to comply with the requirements of the Act, this Declaration, the exhibits attached hereto or the Rules, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, paraprofessional fees and costs (pre-trial and at all levels, including trial and appellate levels) as may be awarded by the court.

19.4. No Waiver of Rights. The failure of Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration and the exhibits shall not constitute a waiver of their right to do so thereafter.

20 Merger of Condominium and/or Association. When the Board intends to merge the Condominium, or merge Association, the Board shall so notify the Division before taking any action to merge the Condominium or Association. The Condominium may be merged with one or more condominiums within the Master Community to form a single condominium upon (i) the approval of such Voting Interests of each condominium as is required by each declaration for modifying the appurtenances to the Units or changing the proportion or percentages by which the owners of the Condominium Parcels share the Common Expenses and own the Common Surplus, and (ii) the recording of new or amended Articles of Incorporation, Declaration(s) of Condominium and/or By-Laws.

21 Termination of Condominium and/or Dissolution of Association. The Act as amended from time to time, may provide a method and methodology for termination of the Condominium and the rights of all parties shall be bound by the Act as amended from time to time.

22 Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right to:

22.1. Examine Association's books and records and require copies of the annual reports and other financial data;

22.2. Receive notice of Association's meetings and attend such meetings;

22.3. Receive notice of an alleged default by any Unit Owner, for whom such Institutional First Mortgagee holds a mortgage, which is not cured within sixty (60) days of notice of default to such Unit Owner;

22.4. Receive notice of any substantial damage or loss arising from a casualty or a condemnation to any portion of the Condominium Property;

22.5. Receive notice of any amendment to this Declaration affecting Unit boundaries or changes in Common Elements or terminating the Condominium; and

22.6. Receive notice of the lapse, cancellation or other material modification of any insurance policy maintained by Association; and

22.7. Receive notice of any proposed action that requires the consent of a specified percentage of Institutional Mortgagees.

23 Covenant Running With The Land. All provisions of this Declaration, the Articles, By-Laws and applicable Rules shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, By-Laws and applicable Rules by such Unit Owner, tenant or occupant.

24 Developer's and Association's Additional Rights.

24.1. Marketing Items. Developer, its agents, affiliates, or assignees, and any other person or entity designated by Developer, shall have the right to market Units and other property within the Master Community in advertisements and other media by making reference to the Condominium, including, but not limited to, pictures or drawings of the Buildings and the Common Elements. All logos, trademarks, and designs used in connection with the Condominium are the property of Developer, and Association shall have no right to use the same after the Turnover Date (as such term is defined in the By-Laws) except with the express written permission of Developer.

24.2. Builder's Fee. All purchasers of a Unit in the Condominium acquiring title from Developer shall pay a builder's fee in the amount of Two Thousand Dollars ($2,000.00) (the "Builder's Fee"). The Builder's Fee is imposed in connection with all Unit sales in the Condominium regardless of whether the Unit Owner finances the purchase of the Property. The Builder's Fee represents additional compensation to Developer and principally is intended to cover various out-of-pocket and internal costs and expenses associated with the development of the Condominium. This fee is due at Closing and is separate from any and all Closing Costs (as defined in the Purchase and Sale Agreement").

24.3. Initial Capital Contribution. All purchasers of a Unit in the Condominium shall pay to the Master Association an initial capital contribution of One Thousand Five Hundred Dollars ($1,500.00). This fee is due at Closing and is separate from any and all Closing Costs (as defined in the Purchase and Sale Agreement). All purchasers of a Unit in the Condominium shall pay to the Golf Club an initial capital contribution of One Thousand Five Hundred Dollars ($1,500.00). This fee is due at Closing and is separate from any and all Closing Costs (as defined in the Purchase and Sale Agreement). All purchasers of a Unit in the Condominium shall pay to the Community Association an initial working capital contribution of Two Hundred Seventy-four Dollars ($274.00). This fee is due at Closing and is separate from any and all Closing Costs (as defined in the Purchase and Sale Agreement).

24.4. Developer's Limited Right of Entry. Developer shall have the perpetual right to access and enter the Common Elements and Limited Common Elements at any time, even after the Turnover Date, for the purposes of inspection and testing of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Unit Owner shall give Developer unfettered access, ingress and egress to the Common Elements and Limited Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. At no time shall Association and/or a Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements and Limited Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

24.5. Telecommunications Services.

24.5.1 Right to Contract for Telecommunications Services. Master Association has the paramount right to enter into one or more contracts for the provision of a Telecommunications Service for the Condominium and Other Condominiums so long as such contracts would not necessitate assessment of the Developer as a Unit Owner for capital improvements or be detrimental to the sale of Units by the Developer. In the event that the Master Association does not enter into one or more contracts for the provision of a particular Telecommunications Service for the Condominium within one hundred twenty (120) days after Association has given written notice to Master Association, as applicable, of Association's desire to enter into contracts for the provision of a particular Telecommunications Service for the Condominium, Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for the Condominium. Prior to the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

24.5.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon the Condominium Property for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Condominium Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of the Condominium Property, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of the Common Expenses of Association and shall be assessed as a part of the Assessments. Notwithstanding the foregoing, from and after the Turnover Date, such easements shall be cancelable by Association in accordance with the terms of the Act.

24.5.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Elements and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Elements and/or any Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Elements and/or any Unit immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia Bank N.A. on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

24.5.4 Developer's Rights. Each Unit Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

24.6. Monitoring System.

24.6.1 Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Unit within the Condominium and for the Condominium, so long as such contracts would not necessitate assessment of the Developer as a Unit Owner for capital improvements,

or be detrimental to the sales of Units by the Developer. In that event, prior to the Turnover Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Turnover Date. In addition, all Unit Owners specifically acknowledge that the Condominium may, but is not obligated to, have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

24.6.2 Components. The Monitoring System, if installed, may include a central alarm system, wireless communication to Units, one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Turnover Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Unit Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Turnover Date without the prior written consent of Developer.

24.6.3 Part of Common Expenses. If furnished and installed within any Unit, the cost of operating and monitoring any Monitoring System may be included in the Common Expenses of Association and may be payable as a portion of the Assessments against Unit Owners. The purpose of the Monitoring System will be to control access to the Condominium. Each Unit Owner understands that the expense of the Monitoring System may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners in County that are not subject to a homeowners association or condominium association.

24.6.4 Unit Owner's Responsibility. All Unit Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association is responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Unit Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Unit Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

25 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONDOMINIUM DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

25.1. IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM AND THE VALUE THEREOF;

25.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

25.3. THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH,

SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS). NOTHING IN THIS SECTION 25 SHALL LIMIT THE RIGHT OF ANY UNIT OWNER TO SUE THE ASSOCIATION FOR ITS OWN NEGLIGENCE OR ITS WILLFUL ACTS OR OMISSIONS OR FOR ANY LIABILITY PROVIDED IN THE ACT ON THE DAY THIS DECLARATION IS RECORDED AMONG THE PUBLIC RECORDS OF COUNTY.

26 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE CONDOMINIUM DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO CONDOMINIUM DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD FIRST BE SUBMITTED TO MEDIATION AND, IF NOT SETTLED BY MEDIATION, SHALL THEREAFTER BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 ET SEQ.) AND NOT BY A COURT OF LAW. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT. THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE PURCHASER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(A) , FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE PURCHASER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.

26.1 EACH OWNER AND THE DEVELOPER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASES AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THIS ARBITRATION. NOTHING IN THE FOREGOING PREVENTS DEVELOPER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION, DEVELOPER'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS CONTRACTORS, SUB-CONTRACTORS, SUPPLIERS OR WARRANTY COMPANY.

27 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY (AS DEFINED IN SECTION 1 OF THIS DECLARATION). DEVELOPER HAS AN OFFICE IN COUNTY AND EACH UNIT IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

28 Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH UNIT OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE PROVISIONS OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH UNIT OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH UNIT OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE CONDOMINIUM PROPERTY TO THIS

DECLARATION. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

29 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE LAND ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE LAND. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE LAND, EACH SUCH UNIT OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES, OR ANY NOISES RESULTING THEREFROM, SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE LAND WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LAND HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

30 Notices. All notices to Association required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) or by professional courier with receipt to Association at its office at the Condominium, or to such other address as Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to Association. All notices are effective upon receipt or refusal to accept receipt.

31 Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

32 Mortgagees. Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by Association.

33 Exhibits. All exhibits attached to this Declaration shall form a part of this Declaration as if set forth herein.

34 Blocked View; Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (1) maturation of trees and shrubbery, (2) construction of other condominiums, or (3) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Developer shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements or Limited Common Elements.

35 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or applicable Rules, such dispute or litigation shall be governed by the laws of the State of Florida.

36 Construction Matters. All Units and their appurtenant Common Elements have been or will be sold without any Developer warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "**Construction Matters**"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that (i) the party or parties bringing same shall have first given notice to Developer or other party against whom which relief or recovery is sought (the "**Defendant**") of the specific Construction Matters complained of and what actions are necessary to cure or correct same and (ii) the Defendant shall have been given at least one hundred twenty (120) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable Construction Matter(s) and the time necessary to cure or correct same) in which to cure or correct the applicable Construction Matter(s) and shall have materially failed to do so. If any Construction Matter is not cured or corrected as aforesaid, all applicable parties shall be bound to submit the disputes or claims regarding the Construction Matters at issue solely to binding arbitration in accordance with the Florida Arbitration Code and the rules of the American Arbitration Association and the parties and their successors and assigns shall be bound by the results of such arbitration. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the

conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 36, as shall Association.

THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE PURCHASER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(a) , FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE PURCHASER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES, HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.

37 Eligibility Requirements for Board Membership. Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners. Co-owners of a Unit may not serve as members of the Board of Directors at the same time. A person who has been suspended or removed by the Division under Chapter 718, Florida Statutes, or who is delinquent in the payment of any fee or assessment as provided herein, is not eligible for Board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this state is not eligible for membership on the Board. Unless such felon's civil rights have been restored for a period of no less than five (5) years as of the date on which such person seeks election to the Board.

38 Concierge and/or Manager. Association may, but is not obligated to, retain a concierge and/or manager to assist the Board in connection with the operation of the Association. Without limiting any other provision hereof, Association may hire a concierge who will perform services for individual Unit Owners for which a Use Fee may or may not be charged.

39 Execution of Documents; Attorney-in-Fact. Wherever the signature of the President of Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of Association in two separate capacities. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Unit Owner's Unit, hereby agrees to execute, at the request of Developer and its affiliates, in order to complete the plan of development of the Master Community, any and all amendments to the existing documents and as they may be hereafter amended; and each such Unit Owner further appoints hereby and thereby Developer as such Unit Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Unit Owner, any and all of such documents or consents that may be required from time to time by the City, County or applicable governmental subdivisions or agencies where the Condominium is located. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer.

40 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

41 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

42 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, By-Laws, and the Rules are fair and reasonable in all material respects.

43 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

44 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

45 Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

46 Title Documents. Each Unit Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which may include among other items, the documents recorded or to be recorded in the Public Records of County (collectively, the "**Title Documents**"). Developer's plan of development for the Condominium may necessitate from time to time the further amendment,

modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Unit Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Unit Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Unit Owner agrees, by its acceptance of a deed to a Unit: (b) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (c) that such Unit Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Turnover Date, Association shall assume all of the obligations of Developer under the Title Documents which affect the Condominium unless otherwise provided in the Master Declaration, declarations for Other Condominiums, this Declaration or by amendment to this Declaration recorded by Developer in the Public Records of County, from time to time, and in the sole and absolute discretion of Developer.

47 No Contribution. There will be no contribution from the Other Condominium Associations or Owners of units in the Other Condominiums for the use of Common Elements within the Condominium which are necessary for the use, enjoyment and maintenance of the Common Elements of the Condominium that are to be used by others in the Master Community.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 8 day of July, 2021.

WITNESSES

Print Name: Brianne Lindeberg

Print Name: Donna Rider

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Print Name: Darin McMurray
Title: Vice President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 8 day of July, 2021, by Darin McMurray, Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

NOTARY SEAL

Amy Renee Hofschneider
NOTARY PUBLIC

Notary Public State of Florida
Amy Renee Hofschneider
My Commission GG 280374
Expires 11/29/2022

EXHIBIT 1

LEGAL DESCRIPTION AND SKETCH

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA

DESCRIPTION
OF
A PARCEL OF LAND LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTEE COUNTY, FLORIDA

TERRACE II AT BABCOCK NATIONAL,
A PHASE CONDOMINIUM

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, BEING A PORTION OF TRACT "F-8", BABCOCK NATIONAL, RECORDED IN PLAT BOOK 23, PAGES 14A THROUGH 14Z-16, PUBLIC RECORDS OF SAID CHARLOTTE COUNTY, LYING IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PHASE I, PARCEL 1:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "F-8"; THENCE S 01°25'56" W ALONG THE WESTERNMOST LINE OF SAID TRACT FOR FOR 224.95 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID TRACT; THENCE S 70°13'36" E ALONG SAID WESTERLY LINE FOR 464.24 FEET; THENCE S 60°07'13" E ALONG SAID WESTERLY LINE FOR 19.88 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 30°02'38" E FOR 108.84 FEET; THENCE N 37°11'10" E FOR 13.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 176.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 30°16'30" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°05'10" FOR 40.20 FEET; THENCE N 43°58'23" E FOR 24.00 FEET TO **POINT "A"** AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 43°26'04" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°32'19" FOR 1.88 FEET; THENCE S 46°01'37" E FOR 204.12 FEET TO **POINT "B"**; THENCE S 43°58'23" W FOR 24.10 FEET; THENCE S 46°01'37" E FOR 2.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 226.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'51" FOR 35.36 FEET; THENCE S 59°06'11" W FOR 11.37 FEET; THENCE S 53°09'17" W FOR 97.44 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE; THENCE N 46°01'37" W ALONG SAID WESTERLY LINE FOR 182.69 FEET; THENCE N 60°07'13" W ALONG SAID WESTERLY LINE FOR 56.00 FEET TO THE **POINT OF BEGINNING.**

AND

PHASE I, PARCEL 2:

COMMENCING AT AFORESAID POINT "A"; THENCE S 71°54'18" E FOR 59.59 FEET TO THE **POINT OF BEGINNING**; THENCE N 43°58'23" E FOR 19.10 FEET; THENCE S 46°01'37" E FOR 99.00 FEET; THENCE S 43°58'23" W FOR 19.10 FEET; THENCE N 46°01'37" W FOR 99.00 FEET TO THE **POINT OF BEGINNING.**

AND

PHASE I, PARCEL 3:

COMMENCING AT AFORESAID POINT "B"; THENCE N 66°38'19" E FOR 28.03 FEET TO THE **POINT OF BEGINNING**; THENCE N 01°01'37" W FOR 11.07 FEET; THENCE N 18°24'48" E FOR 12.02 FEET; THENCE N 88°58'23" E FOR 19.33 FEET; THENCE S 01°01'37" E FOR 8.67 FEET; THENCE S 88°58'23" W FOR 1.67 FEET; THENCE S 01°01'37" E FOR 39.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 276.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 52°47'15" E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'41" FOR 33.94 FEET TO THE **POINT OF BEGINNING.**

AND

PHASE II, PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "F-8"; THENCE S 01°25'56" W ALONG THE WESTERNMOST LINE OF SAID TRACT FOR FOR 224.95 FEET TO THE AN INTERSECTION WITH THE WESTERLY LINE OF SAID TRACT; THENCE S 70°13'36" E ALONG SAID WESTERLY LINE FOR

(SEE SHEET 6 OF 18 FOR LEGAL DESCRIPTION CONTINUED)

SEE SHEET 1 OF 18 FOR SURVEYORS CERTIFICATION AND NOTES.
SEE SHEET 3 AND 4 OF 18 FOR CONDOMINIUM SURVEY & OVERALL PLOT PLAN.

TERRACE II LEGAL DESCRIPTION

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FT. MYERS, FLORIDA 33966
PHONE (239)939-5490 FAX (239)939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

TERRACE II LEGAL DESCRIPTION
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	N/A	5	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA

(LEGAL DESCRIPTION CONTINUED)

464.24 FEET; THENCE S 60°07'13" E ALONG SAID WESTERLY LINE FOR 75.89 FEET; THENCE S 46°01'37" E ALONG SAID WESTERLY LINE FOR 182.69 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 53°09'17" E FOR 97.44 FEET; THENCE N 59°06'11" E FOR 11.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 226.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 52°56'14" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°44'11" FOR 34.46 FEET; THENCE N 62°20'11" E FOR 24.10 FEET TO **POINT "C"** AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 61°44'26" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°35'45" FOR 2.60 FEET; THENCE S 27°39'49" E FOR 203.40 FEET TO **POINT "D"**; THENCE S 62°20'11" W FOR 24.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225.90 FEET, TO WHICH POINT A RADIAL LINE BEARS N 61°55'11" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°26'03" FOR 33.25 FEET; THENCE S 66°07'08" W FOR 17.10 FEET; THENCE S 70°14'46" W FOR 92.72 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE; THENCE N 15°52'28" W ALONG SAID WESTERLY LINE FOR 5.77 FEET; THENCE N 27°39'49" W ALONG SAID WESTERLY LINE FOR 235.76 FEET; THENCE N 46°01'37" W ALONG SAID WESTERLY LINY FOR 2.06 FEET TO THE **POINT OF BEGINNING.**

AND

PHASE II, PARCEL 2

COMMENCING AT AFORESAID **POINT "C"**; THENCE N 60°14'37" E FOR 26.01 FEET TO THE **POINT OF BEGINNING;** THENCE N 01°01'37" W FOR 64.54 FEET; THENCE N 20°28'01" W FOR 12.02 FEET; THENCE S 88°58'23" W FOR 18.33 FEET; THENCE S 01°01'37" E FOR 39.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 276.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 52°47'15" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'43" FOR 42.45 FEET TO THE **POINT OF BEGINNING.**

AND

PHASE II, PARCEL 3

COMMENCING AT AFORESAID **POINT "D"**; THENCE N 01°41'46" W FOR 59.38 FEET TO THE **POINT OF BEGINNING;** THENCE N 27°39'49" W FOR 99.00 FEET; THENCE N 62°20'11" E FOR 19.10 FEET; THENCE S 27°39'49" E FOR 99.00 FEET; THENCE S 62°20'11" W FOR 19.10 FEET TO THE **POINT OF BEGINNING.**

COMBINED PARCELS CONTAIN 73,407 SQUARE FEET OR 1.69 ACRES, MORE OR LESS

SEE SHEET 1 OF 18 FOR SURVEYORS CERTIFICATION AND NOTES.
SEE SHEET 3 AND 4 OF 18 FOR CONDOMINIUM SURVEY & OVERALL PLOT PLAN.

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01-15-19	8298	8298-T2-BN		AMV	AMV	N/A	6	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM-PHASE I

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA

DESCRIPTION
OF
A PARCEL OF LAND LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTEE COUNTY, FLORIDA

TERRACE II AT BABCOCK NATIONAL,
A PHASE CONDOMINIUM, PHASE I

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, BEING A PORTION OF TRACT "F-8", BABCOCK NATIONAL, RECORDED IN PLAT BOOK 23, PAGES 14A THROUGH 14Z-16, PUBLIC RECORDS OF SAID CHARLOTTE COUNTY, LYING IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PHASE I, PARCEL 1:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "F-8"; THENCE S 01°25'56" W ALONG THE WESTERNMOST LINE OF SAID TRACT FOR FOR 224.95 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID TRACT; THENCE S 70°13'36" E ALONG SAID WESTERLY LINE FOR 464.24 FEET; THENCE S 60°07'13" E ALONG SAID WESTERLY LINE FOR 19.88 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 30°02'38" E FOR 108.84 FEET; THENCE N 37°11'10" E FOR 13.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 176.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 30°16'30" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°05'10" FOR 40.20 FEET; THENCE N 43°58'23" E FOR 24.00 FEET TO **POINT "A"** AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 43°26'04" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°32'19" FOR 1.88 FEET; THENCE S 46°01'37" E FOR 204.12 FEET TO **POINT "B"**; THENCE S 43°58'23" W FOR 24.10 FEET; THENCE S 46°01'37" E FOR 2.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 226.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'51" FOR 35.36 FEET; THENCE S 59°06'11" W FOR 11.37 FEET; THENCE S 53°09'17" W FOR 97.44 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE; THENCE N 46°01'37" W ALONG SAID WESTERLY LINE FOR 182.69 FEET; THENCE N 60°07'13" W ALONG SAID WESTERLY LINE FOR 56.00 FEET TO THE **POINT OF BEGINNING.**

AND

PHASE I, PARCEL 2:

COMMENCING AT AFORESAID POINT "A"; THENCE S 71°54'18" E FOR 59.59 FEET TO THE **POINT OF BEGINNING**; THENCE N 43°58'23" E FOR 19.10 FEET; THENCE S 46°01'37" E FOR 99.00 FEET; THENCE S 43°58'23" W FOR 19.10 FEET; THENCE N 46°01'37" W FOR 99.00 FEET TO THE **POINT OF BEGINNING.**

AND

PHASE I, PARCEL 3:

COMMENCING AT AFORESAID POINT "B"; THENCE N 66°38'19" E FOR 28.03 FEET TO THE **POINT OF BEGINNING**; THENCE N 01°01'37" W FOR 11.07 FEET; THENCE N 18°24'48" E FOR 12.02 FEET; THENCE N 88°58'23" E FOR 19.33 FEET; THENCE S 01°01'37" E FOR 8.67 FEET; THENCE S 88°58'23" W FOR 1.67 FEET; THENCE S 01°01'37" E FOR 39.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 276.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 52°47'15" E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'41" FOR 33.94 FEET TO THE **POINT OF BEGINNING.**

COMBINED PARCEL CONTAIN: 36,787 SQUARE FEET OR 0.85 ACRES, MORE OR LESS

SEE SHEET 1 OF 18 FOR SURVEYORS CERTIFICATION AND NOTES.
SEE SHEET 7 OF 18 FOR THE PHASE I, CONDOMINIUM SURVEY & PLOT PLAN.

PHASE I LEGAL DESCRIPTION

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FT. MYERS, FLORIDA 33966
PHONE (239)939-5490 FAX (239)939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

PHASE I LEGAL DESCRIPTION
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM-PHASE I
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	N/A	8	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM–PHASE II

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA

DESCRIPTION
OF
A PARCEL OF LAND LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTEE COUNTY, FLORIDA

TERRACE II AT BABCOCK NATIONAL,
A PHASE CONDOMINIUM, PHASE II

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, BEING A PORTION OF TRACT "F–8", BABCOCK NATIONAL, RECORDED IN PLAT BOOK 23, PAGES 14A THROUGH 14Z–16, PUBLIC RECORDS OF SAID CHARLOTTE COUNTY, LYING IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PHASE II, PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "F–8"; THENCE S 01°25'56" W ALONG THE WESTERNMOST LINE OF SAID TRACT FOR FOR 224.95 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID TRACT; THENCE S 70°13'36" E ALONG SAID WESTERLY LINE FOR 464.24 FEET; THENCE S 60°07'13" E ALONG SAID WESTERLY LINE FOR 75.89 FEET; THENCE S 46°01'37" E ALONG SAID WESTERLY LINE FOR 182.69 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 53°09'17" E FOR 97.44 FEET; THENCE N 59°06'11" E FOR 11.37 FEET TO THE BEGINNING OF A NON–TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 226.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 52°56'14" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°44'11" FOR 34.46 FEET; THENCE N 62°20'11" E FOR 24.10 FEET TO **POINT "C"** AND THE BEGINNING OF A NON–TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 61°44'26" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°35'45" FOR 2.60 FEET; THENCE S 27°39'49" E FOR 203.40 FEET TO **POINT "D"**; THENCE S 62°20'11" W FOR 24.11 FEET TO THE BEGINNING OF A NON–TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225.90 FEET, TO WHICH POINT A RADIAL LINE BEARS N 61°55'11" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°26'03" FOR 33.25 FEET; THENCE S 66°07'08" W FOR 17.10 FEET; THENCE S 70°14'46" W FOR 92.72 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE; THENCE N 15°52'28" W ALONG SAID WESTERLY LINE FOR 5.77 FEET; THENCE N 27°39'49" W ALONG SAID WESTERLY LINE FOR 235.76 FEET; THENCE N 46°01'37" W ALONG SAID WESTERLY LINY FOR 2.06 FEET TO THE **POINT OF BEGINNING.**

AND

PHASE II, PARCEL 2

COMMENCING AT AFORESAID **POINT "C"**; THENCE N 60°14'37" E FOR 26.01 FEET TO THE **POINT OF BEGINNING;** THENCE N 01°01'37" W FOR 64.54 FEET; THENCE N 20°28'01" W FOR 12.02 FEET; THENCE S 88°58'23" W FOR 18.33 FEET; THENCE S 01°01'37" E FOR 39.82 FEET TO THE BEGINNING OF A NON–TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 276.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N 52°47'15" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'43" FOR 42.45 FEET TO THE **POINT OF BEGINNING.**

AND

PHASE II, PARCEL 3

COMMENCING AT AFORESAID **POINT "D"**; THENCE N 01°41'46" W FOR 59.38 FEET TO THE **POINT OF BEGINNING;** THENCE N 27°39'49" W FOR 99.00 FEET; THENCE N 62°20'11" E FOR 19.10 FEET; THENCE S 27°39'49" E FOR 99.00 FEET; THENCE S 62°20'11" W FOR 19.10 FEET TO THE **POINT OF BEGINNING.**

COMBINED PARCELS CONTAIN 36,620 SQUARE FEET OR 0.84 ACRES, MORE OR LESS

SEE SHEET 1 OF 18 FOR SURVEYORS CERTIFICATION AND NOTES.
SEE SHEET 9 OF 18 FOR THE PHASE II, CONDOMINIUM SURVEY AND PLOT PLAN.

PHASE II LEGAL DESCRIPTION

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FT. MYERS, FLORIDA 33966
PHONE (239)939–5490 FAX (239)939–2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

PHASE II LEGAL DESCRIPTION
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM–PHASE II
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S–T–R)
01–15–19	8298	8298–T2–BN		AMV	AMV	N/A	10	18	29–42–26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA

SURVEYOR'S NOTES:

THIS PLAT PREPARED AS A CONDOMINIUM SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL, OR LOCAL AGENCY, BOARD, COMMISSION, OR OTHER ENTITY, UNLESS NOTED OTHERWISE.

ALL IMPROVEMENTS ARE PROPOSED AS OF JULY 01, 2020, UNLESS NOTED OTHERWISE.

ALL PORTIONS OF THE CONDOMINIUM NOT INCLUDED WITHIN THE LIMITS OF THE UNITS ARE COMMON ELEMENTS (C.E.), UNLESS NOTED OTHERWISE.

THIS SURVEY IS BASED ON THE RECORD PLAT OF BABCOCK NATIONAL, RECORDED IN PLAT BOOK 23, PAGES 14A THROUGH 14Z-16, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND AND EXISTING MONUMENTATION.

BEARINGS ARE BASED ON THE WESTERNMOST LINE OF TRACT F-8, BABCOCK NATIONAL, RECORDED IN PLAT BOOK 23, PAGES 14A - 14Z-16, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, AS BEARING S 01°25'56" W.

THE SUBJECT PARCEL AS SHOWN HEREON IS LOCATED IN ZONE X PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S LETTER OF MAP REVISION BASED ON FILL (LOMR-F), CASE NUMBER 18-04-3990P, DATED DECEMBER 31, 2019.

ABOVEGROUND AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED UNLESS OTHERWISE SHOWN.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL THEREOF.

COORDINATES SHOWN HEREON ARE BASED ON AN ASSUMED DATUM.

COMBINED PARCELS CONTAIN: 73,407 SQUARE FEET OR 1.69 ACRES, MORE OR LESS.

DATE OF LAST FIELD WORK: 01-25-2019 (BOUNDARY SURVEY).

NOTE: ALL TRACTS AND EASEMENTS SHOWN HEREON ARE PART OF THE RECORD PLAT OF BABCOCK NATIONAL, RECORDED IN PLAT BOOK 23, PAGES 14A THROUGH 14Z-16, PUBLIC RECORDS OF CHARLOTTE COUNTY, UNLESS NOTED OTHERWISE.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, THAT THIS PLAT OF THE HEREON DESCRIBED PROPERTY IS A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER: 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ALLEN M. JOSE III, P.S.M.
FLORIDA CERTIFICATION NO. 7191
DATE SIGNED: 07-08-2021

- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON.
- IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OF TITLE.
- ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

SEE SHEET 2 OF 18 FOR KEY SHEET.
SEE SHEETS 3 AND 4 OF 18 FOR THE CONDOMINIUM SURVEY AND OVERALL PLOT PLAN.
SEE SHEETS 5 AND 6 OF 18 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

NOTES AND CERTIFICATION

BANKS ENGINEERING
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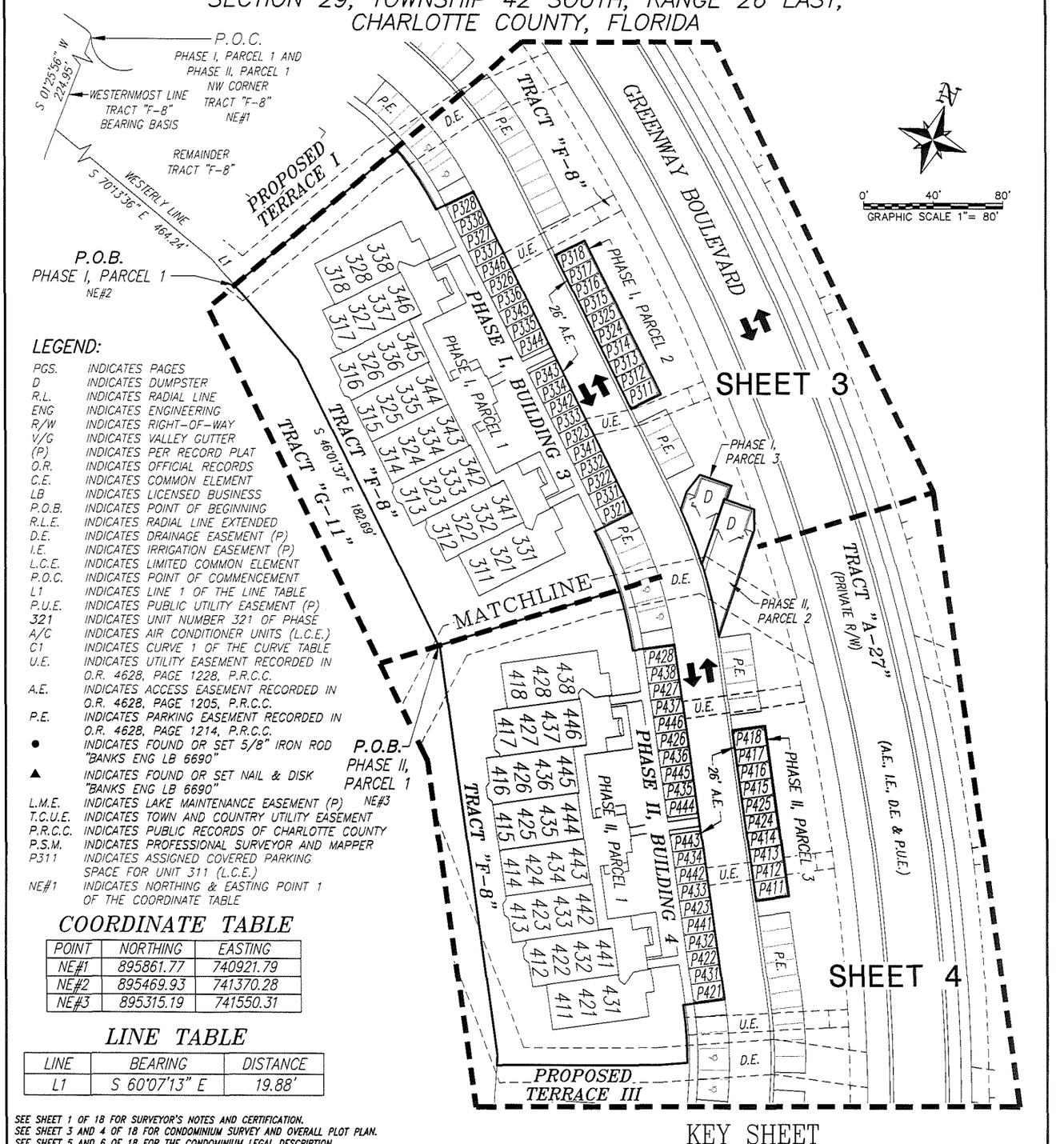
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

NOTES AND CERTIFICATION
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV		1	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA



LEGEND:

PGS.	INDICATES PAGES
D	INDICATES DUMPSTER
R.L.	INDICATES RADIAL LINE
ENG	INDICATES ENGINEERING
R/W	INDICATES RIGHT-OF-WAY
V/G	INDICATES VALLEY GUTTER
(P)	INDICATES PER RECORD PLAT
O.R.	INDICATES OFFICIAL RECORDS
C.E.	INDICATES COMMON ELEMENT
LB	INDICATES LICENSED BUSINESS
P.O.B.	INDICATES POINT OF BEGINNING
R.L.E.	INDICATES RADIAL LINE EXTENDED
D.E.	INDICATES DRAINAGE EASEMENT (P)
I.E.	INDICATES IRRIGATION EASEMENT (P)
L.C.E.	INDICATES LIMITED COMMON ELEMENT
P.O.C.	INDICATES POINT OF COMMENCEMENT
L1	INDICATES LINE 1 OF THE LINE TABLE
P.U.E.	INDICATES PUBLIC UTILITY EASEMENT (P)
321	INDICATES UNIT NUMBER 321 OF PHASE
A/C	INDICATES AIR CONDITIONER UNITS (L.C.E.)
C1	INDICATES CURVE 1 OF THE CURVE TABLE
U.E.	INDICATES UTILITY EASEMENT RECORDED IN O.R. 4628, PAGE 1228, P.R.C.C.
A.E.	INDICATES ACCESS EASEMENT RECORDED IN O.R. 4628, PAGE 1205, P.R.C.C.
P.E.	INDICATES PARKING EASEMENT RECORDED IN O.R. 4628, PAGE 1214, P.R.C.C.
●	INDICATES FOUND OR SET 5/8" IRON ROD "BANKS ENG LB 6690"
▲	INDICATES FOUND OR SET NAIL & DISK "BANKS ENG LB 6690"
L.M.E.	INDICATES LAKE MAINTENANCE EASEMENT (P)
T.C.U.E.	INDICATES TOWN AND COUNTRY UTILITY EASEMENT
P.R.C.C.	INDICATES PUBLIC RECORDS OF CHARLOTTE COUNTY
P.S.M.	INDICATES PROFESSIONAL SURVEYOR AND MAPPER
P311	INDICATES ASSIGNED COVERED PARKING SPACE FOR UNIT 311 (L.C.E.)
NE#1	INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

COORDINATE TABLE

POINT	NORTHING	EASTING
NE#1	895861.77	740921.79
NE#2	895469.93	741370.28
NE#3	895315.19	741550.31

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 60°07'13" E	19.88'

SEE SHEET 1 OF 18 FOR SURVEYOR'S NOTES AND CERTIFICATION.
SEE SHEET 3 AND 4 OF 18 FOR CONDOMINIUM SURVEY AND OVERALL PLOT PLAN.
SEE SHEET 5 AND 6 OF 18 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

KEY SHEET

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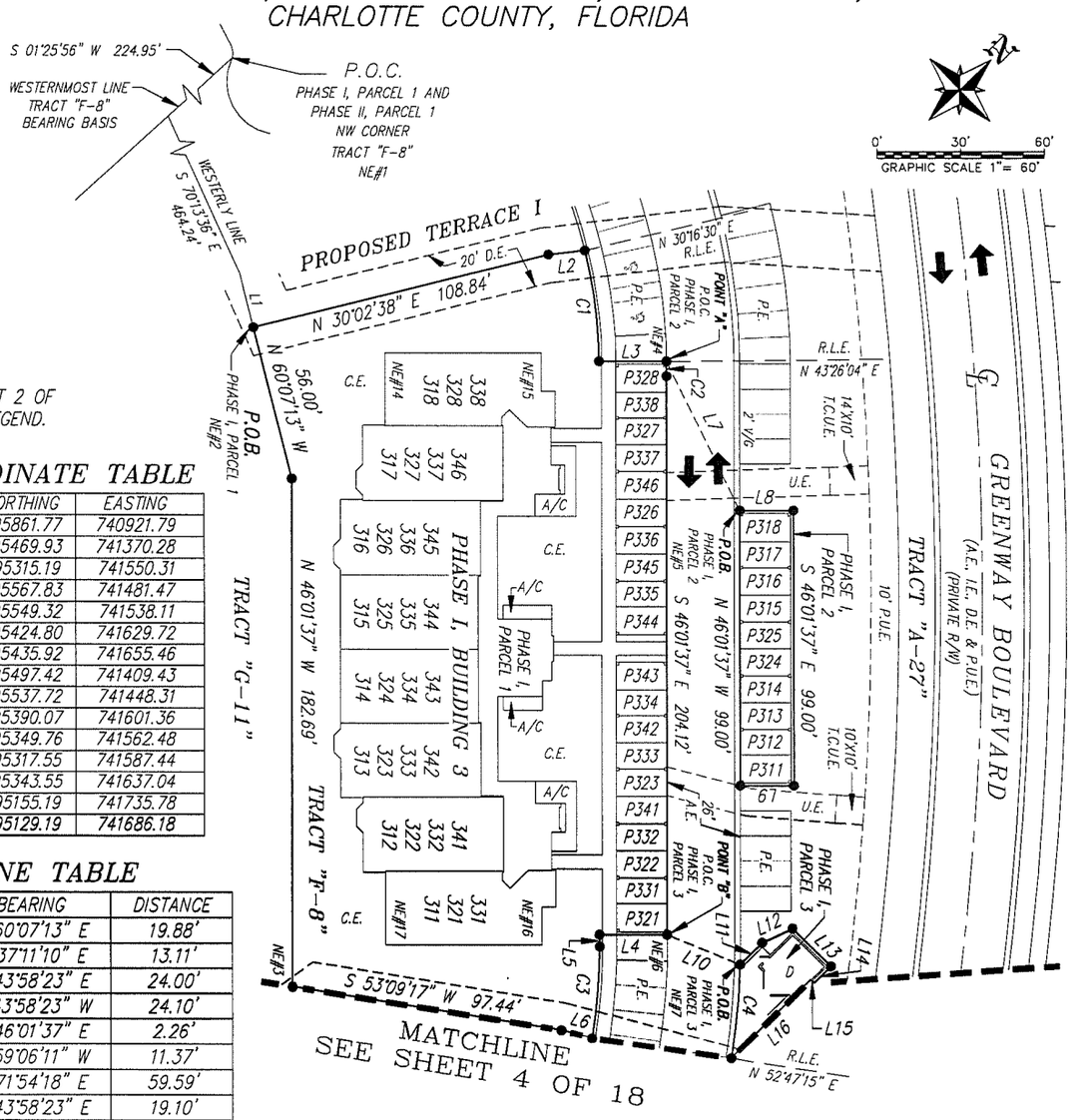
KEY SHEET
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1"=80'	2	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA



COORDINATE TABLE

POINT	NORTHING	EASTING
NE#1	895861.77	740921.79
NE#2	895469.93	741370.28
NE#3	895315.19	741550.31
NE#4	895567.83	741481.47
NE#5	895549.32	741538.11
NE#6	895424.80	741629.72
NE#7	895435.92	741655.46
NE#14	895497.42	741409.43
NE#15	895537.72	741448.31
NE#16	895390.07	741601.36
NE#17	895349.76	741562.48
NE#18	895317.55	741587.44
NE#19	895343.55	741637.04
NE#20	895155.19	741735.78
NE#21	895129.19	741686.18

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 60°07'13" E	19.88'
L2	N 37°11'10" E	13.11'
L3	N 43°58'23" E	24.00'
L4	S 43°58'23" W	24.10'
L5	S 46°01'37" E	2.26'
L6	S 59°06'11" W	11.37'
L7	S 71°54'18" E	59.59'
L8	N 43°58'23" E	19.10'
L9	S 43°58'23" W	19.10'
L10	N 66°38'19" E	28.03'
L11	N 01°01'37" W	11.07'
L12	N 18°24'48" E	12.02'
L13	N 88°58'23" E	19.33'
L14	S 01°01'37" E	8.67'
L15	S 88°58'23" W	1.67'
L16	S 01°01'37" E	39.82'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	176.00'	13°05'10"	40.20'	40.11'	S 53°10'55" E
C2	200.00'	00°32'19"	1.88'	1.88'	S 46°17'46" E
C3	226.00'	08°57'51"	35.36'	35.32'	S 41°32'41" E
C4	276.00'	07°02'41"	33.94'	33.91'	N 40°44'05" W

SEE SHEET 1 OF 18 FOR SURVEYORS CERTIFICATION AND NOTES.
SEE SHEET 5 AND 6 OF 18 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

CONDOMINIUM SURVEY & OVERALL PLOT PLAN

BANKS ENGINEERING
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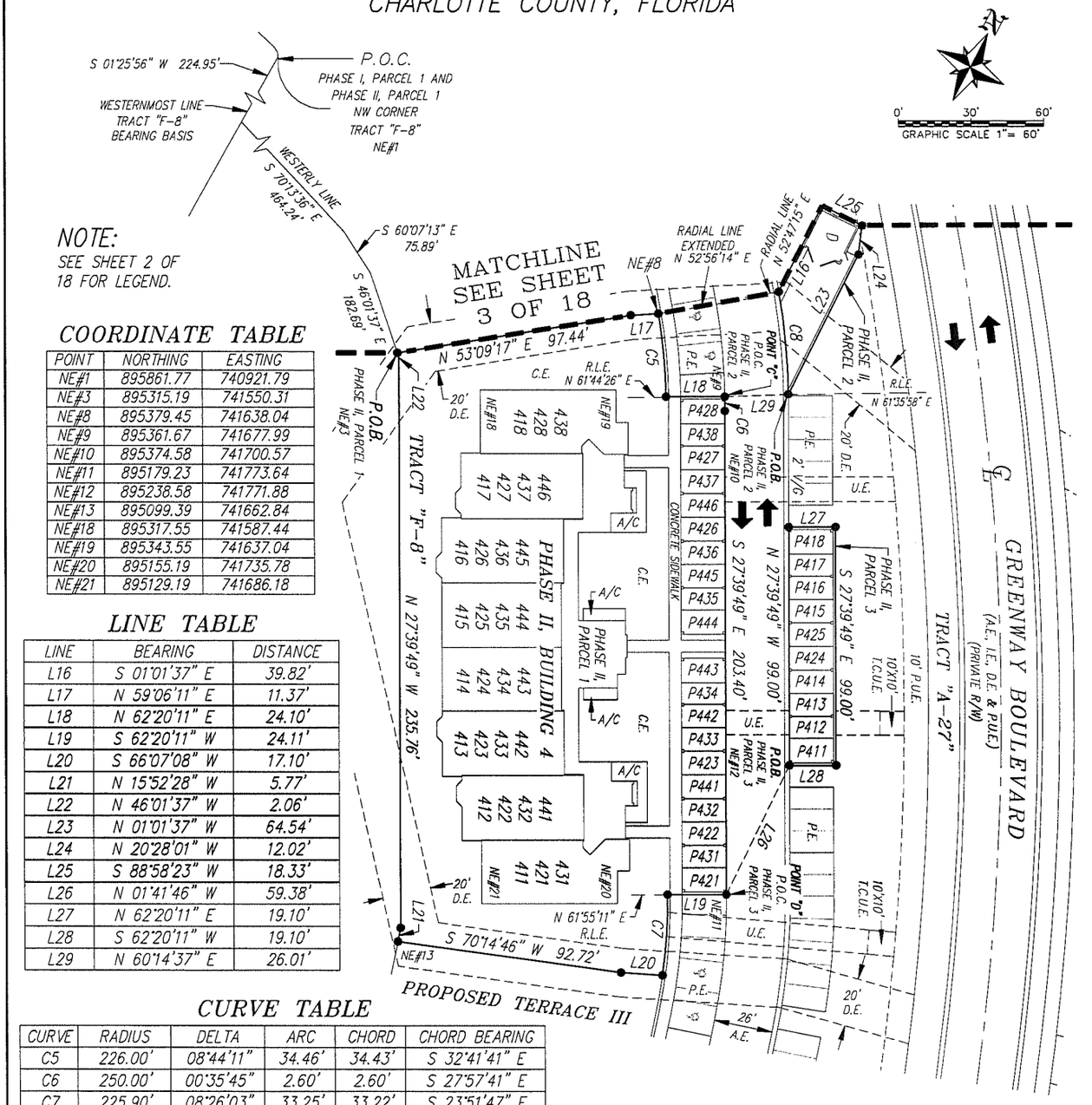
CONDOMINIUM SURVEY & OVERALL PLOT PLAN
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1" = 60'	3	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA



COORDINATE TABLE

POINT	NORTHING	EASTING
NE#1	895861.77	740921.79
NE#3	895315.19	741550.31
NE#8	895379.45	741638.04
NE#9	895361.67	741677.99
NE#10	895374.58	741700.57
NE#11	895179.23	741773.64
NE#12	895238.58	741771.88
NE#13	895099.39	741662.84
NE#18	895317.55	741587.44
NE#19	895343.55	741637.04
NE#20	895155.19	741735.78
NE#21	895129.19	741686.18

LINE TABLE

LINE	BEARING	DISTANCE
L16	S 01°01'37" E	39.82'
L17	N 59°06'11" E	11.37'
L18	N 62°20'11" E	24.10'
L19	S 62°20'11" W	24.11'
L20	S 66°07'08" W	17.10'
L21	N 15°52'28" W	5.77'
L22	N 46°01'37" W	2.06'
L23	N 01°01'37" W	64.54'
L24	N 20°28'01" W	12.02'
L25	S 88°58'23" W	18.33'
L26	N 01°41'46" W	59.38'
L27	N 62°20'11" E	19.10'
L28	S 62°20'11" W	19.10'
L29	N 60°14'37" E	26.01'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C5	226.00'	08°44'11"	34.46'	34.43'	S 32°41'41" E
C6	250.00'	00°35'45"	2.60'	2.60'	S 27°57'41" E
C7	225.90'	08°26'03"	33.25'	33.22'	S 23°51'47" E
C8	276.00'	08°48'43"	42.45'	42.41'	S 32°48'23" E

SEE SHEET 1 OF 18 FOR SURVEYORS CERTIFICATION AND NOTES.
SEE SHEET 5 AND 6 OF 18 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

CONDOMINIUM SURVEY & OVERALL PLOT PLAN

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CONDOMINIUM SURVEY & OVERALL PLOT PLAN
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

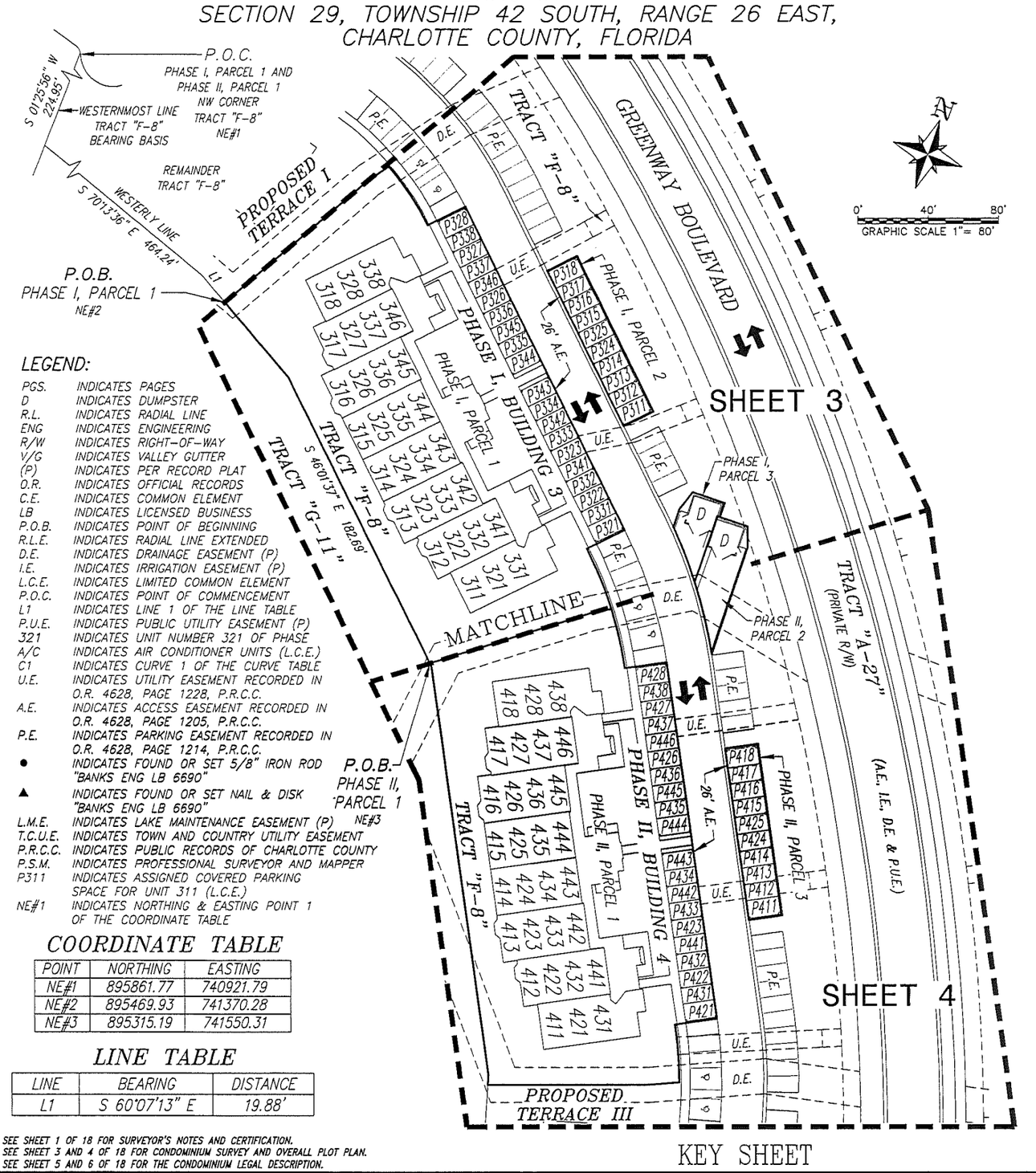
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1" = 60'	4	18	29-42-26

EXHIBIT 2

PLOT PLAN, BUILDING PLANS AND FLOOR PLANS WITH SURVEYOR'S CERTIFICATE

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA



LEGEND:

PGS.	INDICATES PAGES
D	INDICATES DUMPSTER
R.L.	INDICATES RADIAL LINE
ENG	INDICATES ENGINEERING
R/W	INDICATES RIGHT-OF-WAY
V/G	INDICATES VALLEY GUTTER
(P)	INDICATES PER RECORD PLAT
O.R.	INDICATES OFFICIAL RECORDS
C.E.	INDICATES COMMON ELEMENT
LB	INDICATES LICENSED BUSINESS
P.O.B.	INDICATES POINT OF BEGINNING
R.L.E.	INDICATES RADIAL LINE EXTENDED
D.E.	INDICATES DRAINAGE EASEMENT (P)
I.E.	INDICATES IRRIGATION EASEMENT (P)
L.C.E.	INDICATES LIMITED COMMON ELEMENT
P.O.C.	INDICATES POINT OF COMMENCEMENT
L1	INDICATES LINE 1 OF THE LINE TABLE
P.U.E.	INDICATES PUBLIC UTILITY EASEMENT (P)
321	INDICATES UNIT NUMBER 321 OF PHASE
A/C	INDICATES AIR CONDITIONER UNITS (L.C.E.)
C1	INDICATES CURVE 1 OF THE CURVE TABLE
U.E.	INDICATES UTILITY EASEMENT RECORDED IN O.R. 4628, PAGE 1228, P.R.C.C.
A.E.	INDICATES ACCESS EASEMENT RECORDED IN O.R. 4628, PAGE 1205, P.R.C.C.
P.E.	INDICATES PARKING EASEMENT RECORDED IN O.R. 4628, PAGE 1214, P.R.C.C.
●	INDICATES FOUND OR SET 5/8" IRON ROD "BANKS ENG LB 6690"
▲	INDICATES FOUND OR SET NAIL & DISK "BANKS ENG LB 6690"
L.M.E.	INDICATES LAKE MAINTENANCE EASEMENT (P)
T.C.U.E.	INDICATES TOWN AND COUNTRY UTILITY EASEMENT
P.R.C.C.	INDICATES PUBLIC RECORDS OF CHARLOTTE COUNTY
P.S.M.	INDICATES PROFESSIONAL SURVEYOR AND MAPPER
P311	INDICATES ASSIGNED COVERED PARKING SPACE FOR UNIT 311 (L.C.E.)
NE#1	INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

COORDINATE TABLE

POINT	NORTHING	EASTING
NE#1	895861.77	740921.79
NE#2	895469.93	741370.28
NE#3	895315.19	741550.31

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 60°07'13" E	19.88'

SEE SHEET 1 OF 18 FOR SURVEYOR'S NOTES AND CERTIFICATION.
SEE SHEET 3 AND 4 OF 18 FOR CONDOMINIUM SURVEY AND OVERALL PLOT PLAN.
SEE SHEET 5 AND 6 OF 18 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

KEY SHEET

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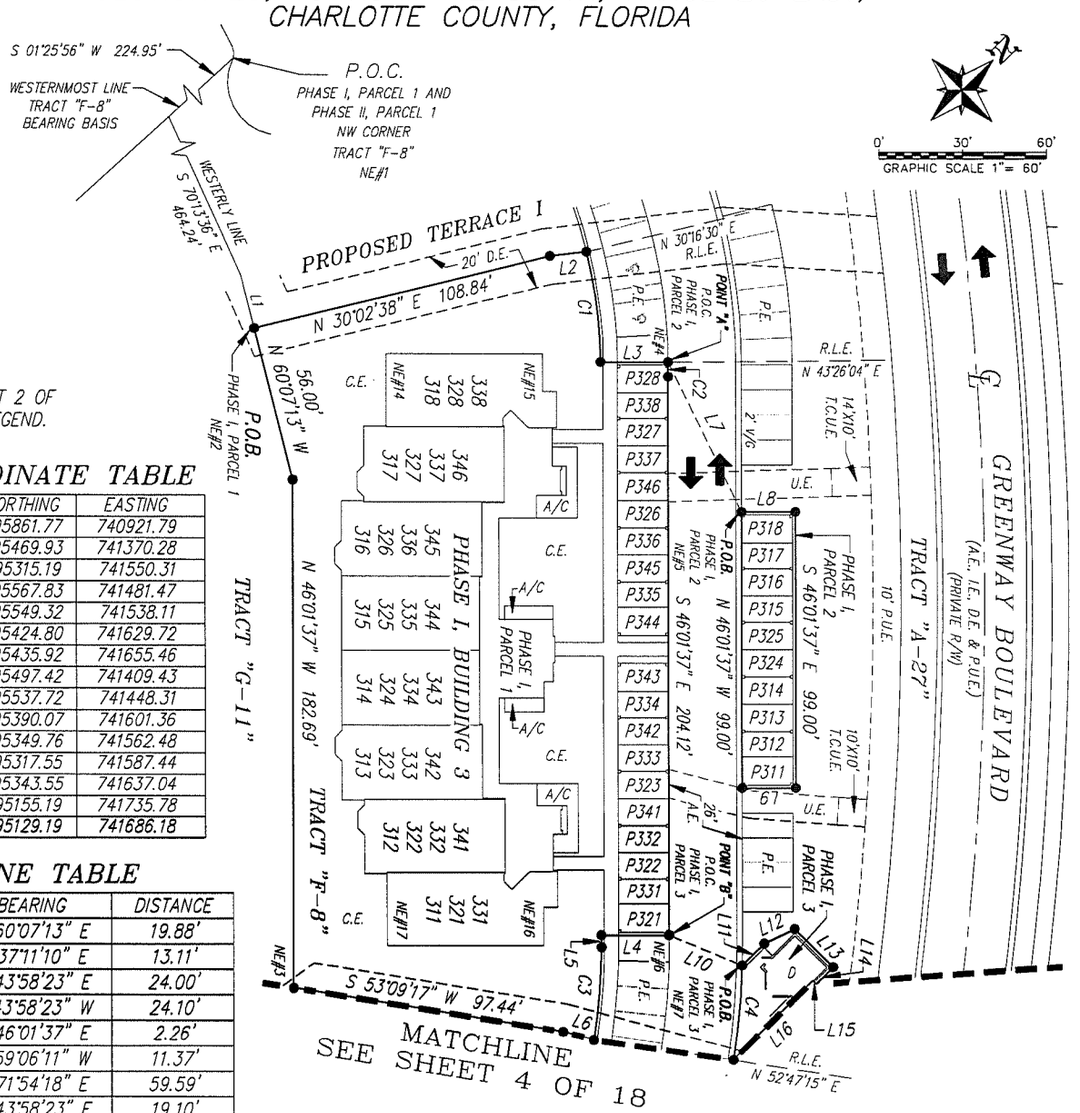
KEY SHEET
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1"=80'	2	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM-PHASE I

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA



NOTE:
SEE SHEET 2 OF 18 FOR LEGEND.

COORDINATE TABLE

POINT	NORTHING	EASTING
NE#1	895861.77	740921.79
NE#2	895469.93	741370.28
NE#3	895315.19	741550.31
NE#4	895567.83	741481.47
NE#5	895549.32	741538.11
NE#6	895424.80	741629.72
NE#7	895435.92	741655.46
NE#14	895497.42	741409.43
NE#15	895537.72	741448.31
NE#16	895390.07	741601.36
NE#17	895349.76	741562.48
NE#18	895317.55	741587.44
NE#19	895343.55	741637.04
NE#20	895155.19	741735.78
NE#21	895129.19	741686.18

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 60°07'13" E	19.88'
L2	N 37°11'10" E	13.11'
L3	N 43°58'23" E	24.00'
L4	S 43°58'23" W	24.10'
L5	S 46°01'37" E	2.26'
L6	S 59°06'11" W	11.37'
L7	S 71°54'18" E	59.59'
L8	N 43°58'23" E	19.10'
L9	S 43°58'23" W	19.10'
L10	N 66°38'19" E	28.03'
L11	N 01°01'37" W	11.07'
L12	N 18°24'48" E	12.02'
L13	N 88°58'23" E	19.33'
L14	S 01°01'37" E	8.67'
L15	S 88°58'23" W	1.67'
L16	S 01°01'37" E	39.82'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	176.00'	13°05'10"	40.20'	40.11'	S 53°10'55" E
C2	200.00'	00°32'19"	1.88'	1.88'	S 46°17'46" E
C3	226.00'	08°57'51"	35.36'	35.32'	S 41°32'41" E
C4	276.00'	07°02'41"	33.94'	33.91'	N 40°44'05" W

SEE SHEET 1 OF 18 FOR SURVEYORS CERTIFICATION AND NOTES.
SEE SHEET 8 OF 18 FOR THE PHASE I LEGAL DESCRIPTION.

CONDOMINIUM SURVEY & PLOT PLAN

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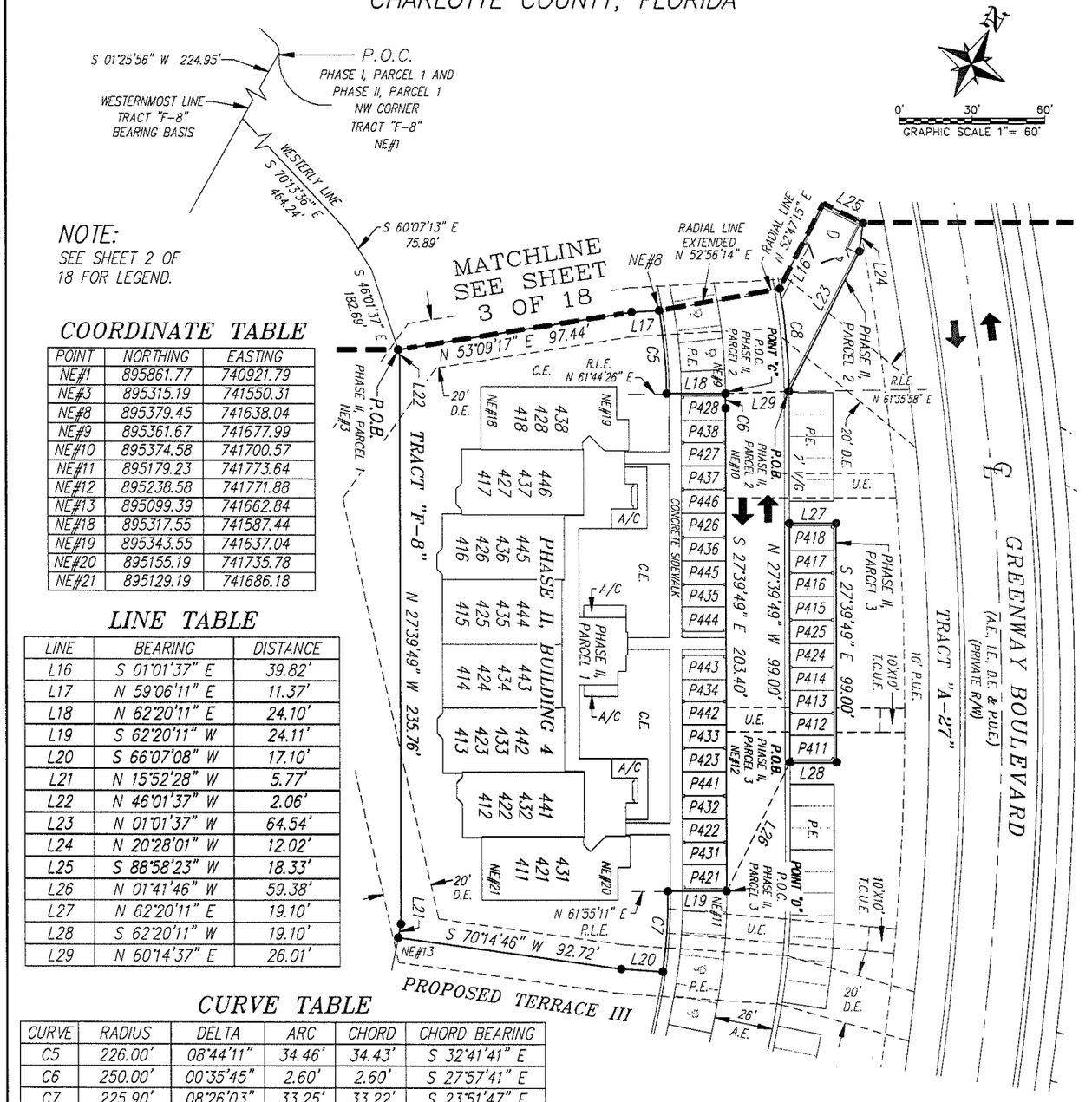
CONDOMINIUM SURVEY & PLOT PLAN
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM-PHASE I
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1" = 60'	7	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM–PHASE II

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA



COORDINATE TABLE

POINT	NORTHING	EASTING
NE#1	895861.77	740921.79
NE#3	895315.19	741550.31
NE#8	895379.45	741638.04
NE#9	895361.67	741677.99
NE#10	895374.58	741700.57
NE#11	895179.23	741773.64
NE#12	895238.58	741771.88
NE#13	895099.39	741662.84
NE#18	895317.55	741587.44
NE#19	895343.55	741637.04
NE#20	895155.19	741735.78
NE#21	895129.19	741686.18

LINE TABLE

LINE	BEARING	DISTANCE
L16	S 01°01'37" E	39.82'
L17	N 59°06'11" E	11.37'
L18	N 62°20'11" E	24.10'
L19	S 62°20'11" W	24.11'
L20	S 66°07'08" W	17.10'
L21	N 15°52'28" W	5.77'
L22	N 46°01'37" W	2.06'
L23	N 01°01'37" W	64.54'
L24	N 20°28'01" W	12.02'
L25	S 88°58'23" W	18.33'
L26	N 01°41'46" W	59.38'
L27	N 62°20'11" E	19.10'
L28	S 62°20'11" W	19.10'
L29	N 60°14'37" E	26.01'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C5	226.00'	08°44'11"	34.46'	34.43'	S 32°41'41" E
C6	250.00'	00°35'45"	2.60'	2.60'	S 27°57'41" E
C7	225.90'	08°26'03"	33.25'	33.22'	S 23°51'47" E
C8	276.00'	08°48'43"	42.45'	42.41'	S 32°48'23" E

SEE SHEET 1 OF 18 FOR SURVEYORS CERTIFICATION AND NOTES.
SEE SHEET 10 OF 18 FOR THE PHASE II LEGAL DESCRIPTION.

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CONDOMINIUM SURVEY & PLOT PLAN
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM–PHASE II
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1" = 60'	9	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA

1. UNITS. THE CONDOMINIUM WILL CONTAIN A TOTAL OF SIXTY (60) UNITS, IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. NO TIME SHARE ESTATES WILL BE CREATED WITH RESPECT TO ANY UNIT IN THIS CONDOMINIUM. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:

A. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:

1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.

2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB.

B. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED IN EXHIBIT 2, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

C. COVERED SCREENED LANAIS. COVERED SCREENED LANAIS SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.

D. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREENS, WINDOWS, GLASS, AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED, HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.

E. EXCEPTIONS. ANY PIPING OR OTHER FIXTURES WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE ANOTHER UNIT OR UNITS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.

2. COMMON ELEMENTS. THE COMMON ELEMENTS INCLUDE:

A. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.

B. A MAILBOX FOR EACH UNIT, ALL OF WHICH ARE CENTRALLY LOCATED.

C. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.

D. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.

E. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.

F. LIMITED COMMON ELEMENTS; PROVIDED, HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL OWNERS.

G. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.

3. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO.

A. COVERED SCREENED LANAIS. COVERED SCREENED LANAIS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THE UNIT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE AND CARE OF THE SCREENED LANAI, INCLUDING, WITHOUT LIMITATION, ALL WIRING, ELECTRIC OUTLETS, LIGHTING FIXTURES, SCREENING, OR SCREENED DOORS. A UNIT OWNER MAY INSTALL FLOOR COVERINGS (E.G. TILE) WITHIN A LANAI AFTER OBTAINING THE PRIOR WRITTEN APPROVAL OF THE BOARD. THE BOARD SHALL BE RESPONSIBLE FOR APPROVING THE DESIGN, STRUCTURAL INTEGRITY, AESTHETIC APPEAL AND CONSTRUCTION DETAILS, OR OTHERWISE, WHICH APPROVAL MAY BE UNREASONABLY WITHHELD.

B. COVERED PARKING. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE COVERED PARKING SPACE WHICH WILL BE ASSIGNED TO THE UNIT. THESE COVERED PARKING SPACES (L.C.E.) ARE NUMBERED "P" WITH THE CORRESPONDING UNIT NUMBER TO WHICH THEY ARE ASSIGNED.

C. AIR SPACE AND LAND AREA FOR AIR HANDLING EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO THE BUILDING OCCUPIED BY THE AIR HANDLING EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT, ALL AS MORE PARTICULARLY SET FORTH IN EXHIBIT 2. SUCH AIR HANDLING EQUIPMENT MAY BE PLACED ON A SINGLE PAD, WHICH PAD MAY BE SHARED BY MORE THAN ONE (1) UNIT.

D. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE STORAGE ROOM WHICH WILL BE ASSIGNED TO THE UNIT. THESE STORAGE UNITS ARE (L.C.E.) AND NUMBERED "S" WITH THE CORRESPONDING UNIT NUMBER TO WHICH THEY ARE ASSIGNED.

ALL DISTANCES SHOWN HEREON ARE APPROXIMATE & IN DECIMAL FORM.

GENERAL NOTES
BUILDING 3 AND 4

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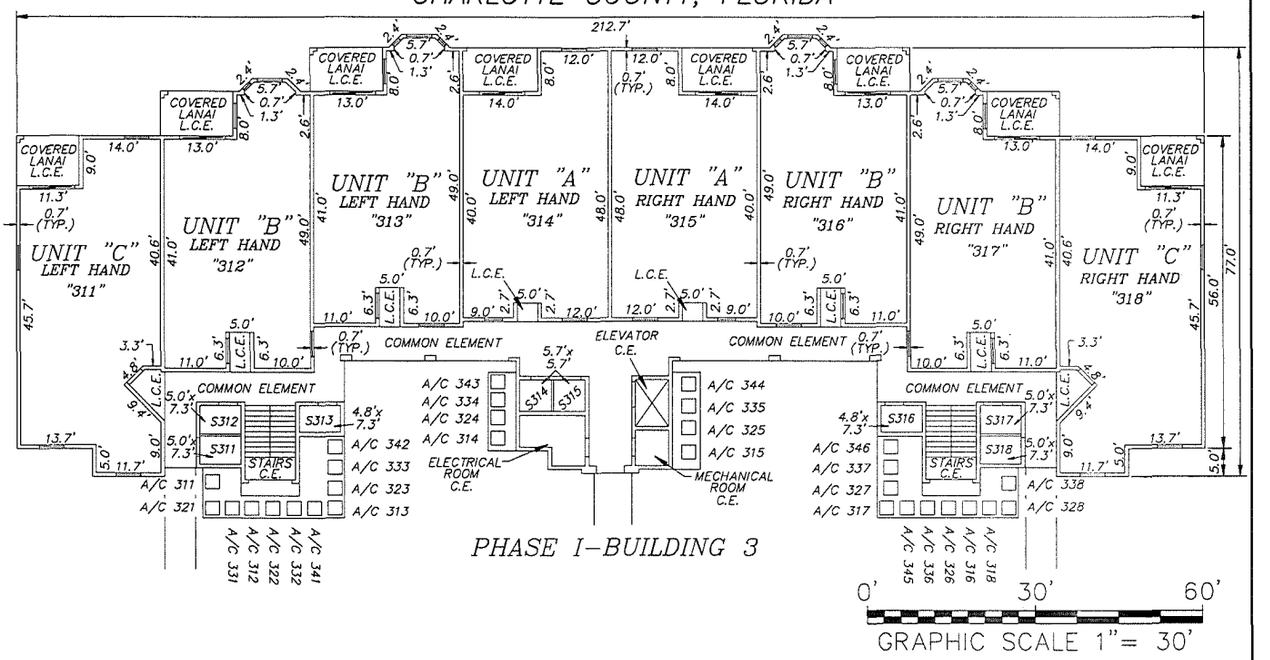
GENERAL NOTES
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	N/A	11	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

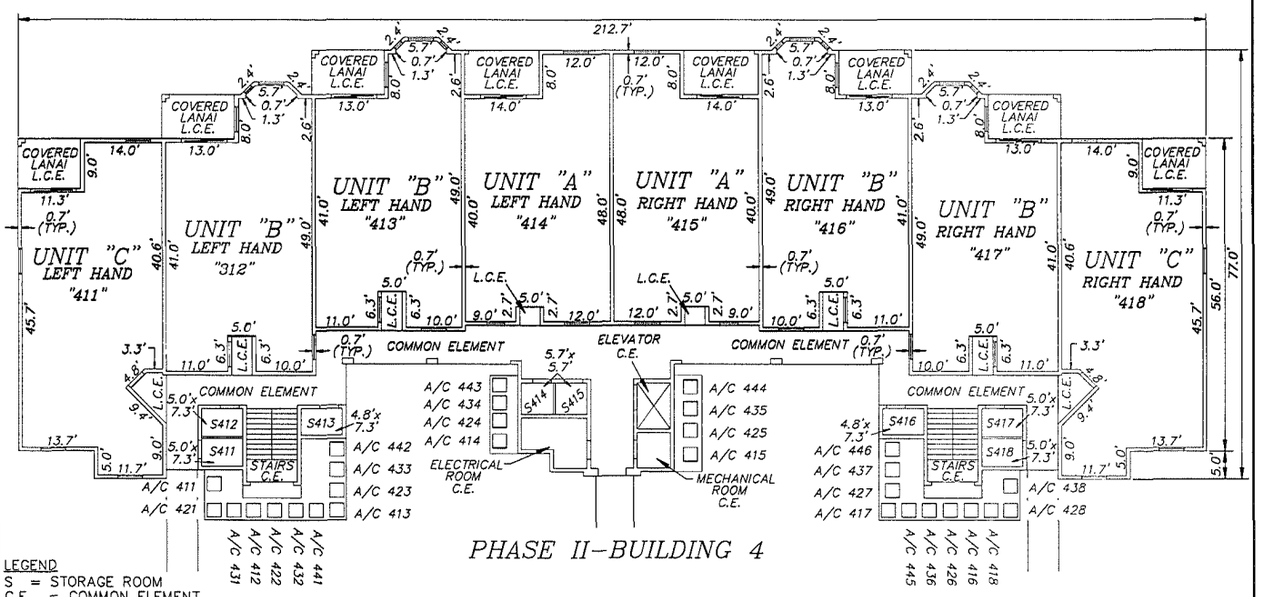
LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA



PHASE I–BUILDING 3

0' 30' 60'

GRAPHIC SCALE 1"= 30'



PHASE II–BUILDING 4

LEGEND
S = STORAGE ROOM
C.E. = COMMON ELEMENT
A/C = AIR-CONDITION UNIT
L.C.E. = LIMITED COMMON ELEMENT

NOTE:
EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE STORAGE ROOM WHICH WILL BE ASSIGNED TO THE UNIT. THESE STORAGE UNITS ARE (L.C.E.) AND NUMBERED "S" WITH THE CORRESPONDING UNIT NUMBER TO WHICH THEY ARE ASSIGNED.

FIRST FLOOR UNIT BOUNDARIES
BUILDINGS 3 AND 4

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FIRST FLOOR UNIT BOUNDARIES
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
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TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

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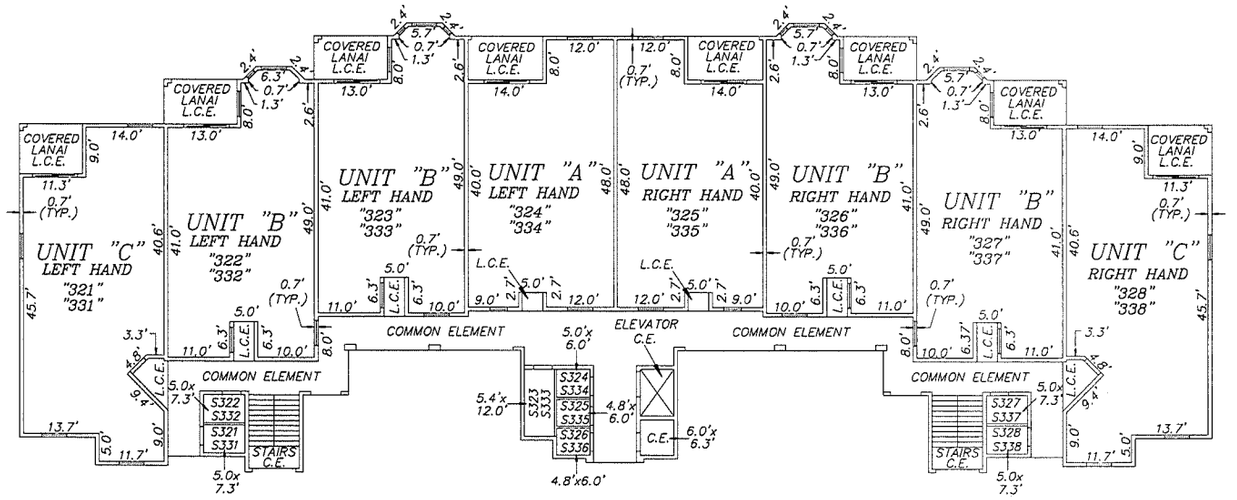
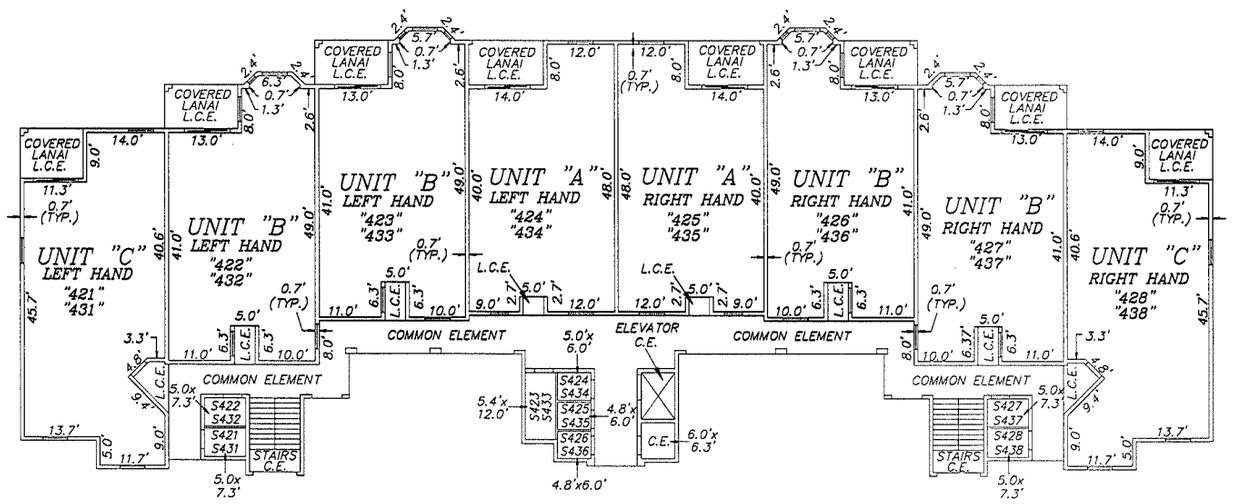
CHARLOTTE COUNTY, FLORIDA



PHASE I–BUILDING 3

0' 30' 60'
GRAPHIC SCALE 1"= 30'



PHASE II–BUILDING 4

LEGEND
S = STORAGE ROOM
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

NOTE:
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SECOND AND THIRD FLOOR UNIT BOUNDARIES
BUILDINGS 3 AND 4

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SECOND AND THIRD FLOOR UNIT BOUNDARIES
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
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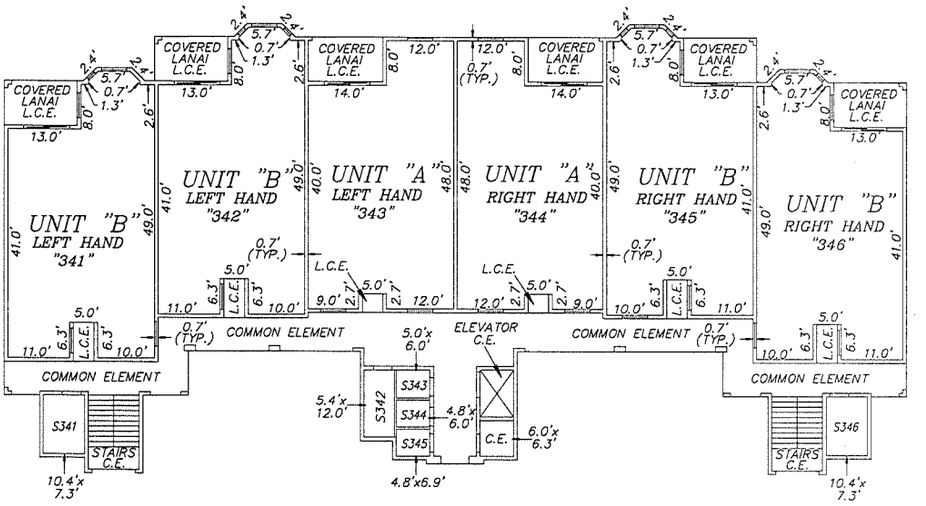
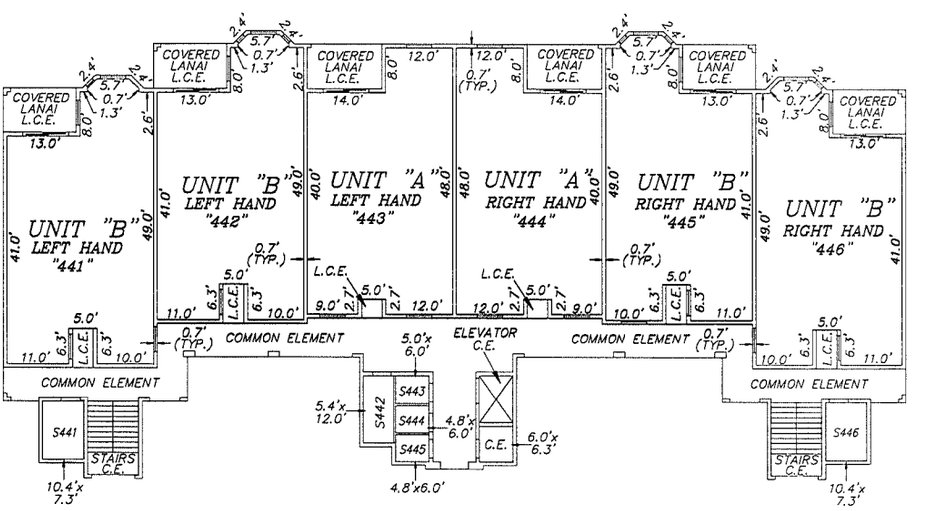
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA



PHASE I–BUILDING 3

0' 30' 60'
GRAPHIC SCALE 1"= 30'



PHASE II–BUILDING 4

LEGEND
S = STORAGE ROOM
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

NOTE:
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FOURTH FLOOR UNIT BOUNDARIES
BUILDINGS 3 AND 4

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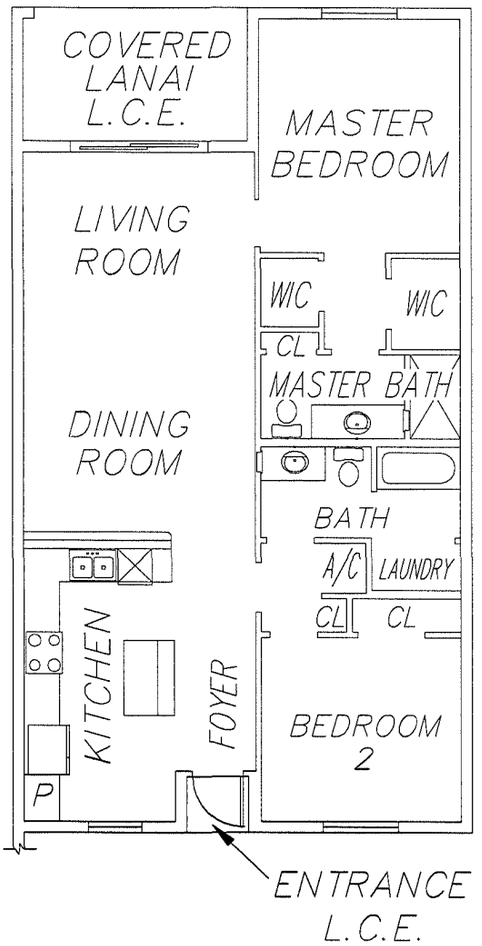
FORTH FLOOR UNIT BOUNDARIES
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1"=30'	15	18	29-42-26

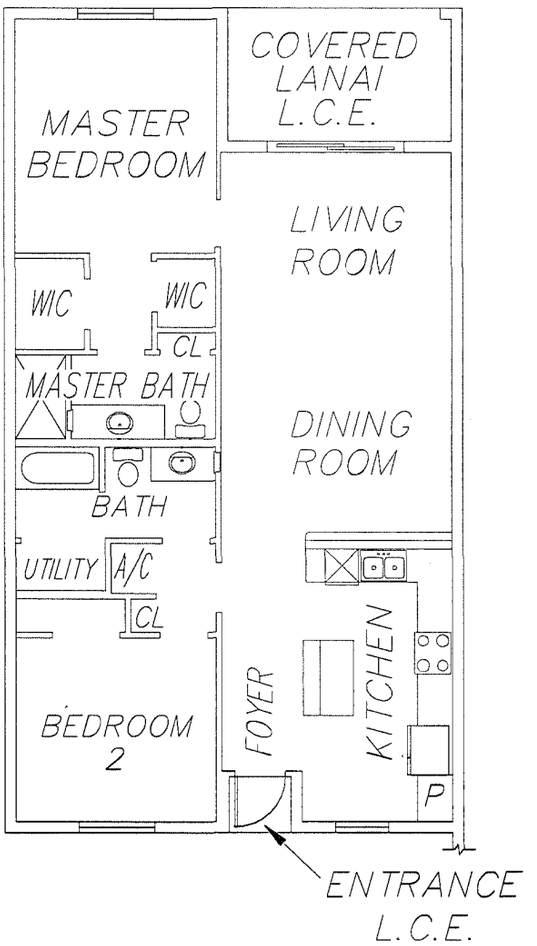
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA

LEFT HAND



RIGHT HAND





ROOM SIZE UNIT "A"

ALL ROOM SIZES ARE APPROXIMATE

MASTER BEDROOM	12.0'X14.0'
LIVING ROOM	13.0'X14.0'
DINING ROOM	10.0'X14.0'
BEDROOM-2	11.0'X12.0'
LANAI	8.0'X13.0'

LEGEND:
A/C = AIR-CONDITIONING EQUIPMENT
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT
WIC = WALK IN CLOSET
CL = CLOSET
P = PANTRY

UNIT "A" FLOOR PLAN
FIRST THROUGH FOURTH FLOOR

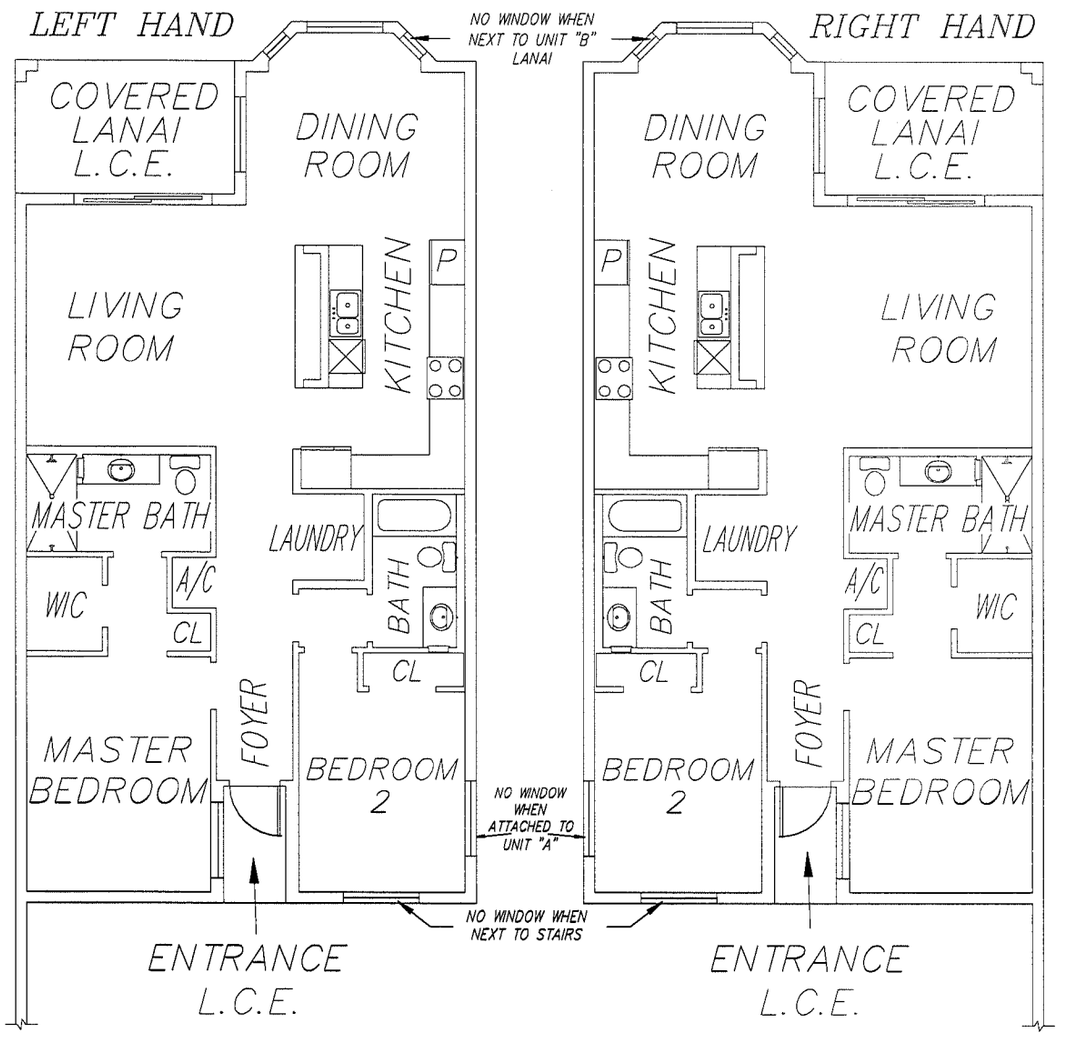
BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FT. MYERS, FLORIDA 33966
PHONE (239)939-5490 FAX (239)939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

FLOOR PLAN
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1"=10'	16	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA



0' 10' 20'
GRAPHIC SCALE 1"= 10'

ROOM SIZE UNIT "B"

ALL ROOM SIZES ARE APPROXIMATE

MASTER BEDROOM	11.0'X14.0'
LIVING ROOM	14.0'X16.0'
DINING ROOM	12.0'X13.0'
BEDROOM-2	10.0'X12.0'
LANAI	8.0'X12.0'

LEGEND:
A/C = AIR-CONDITIONING EQUIPMENT
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT
WIC = WALK IN CLOSET
CL = CLOSET
P = PANTRY

UNIT "B" FLOOR PLAN
FIRST THROUGH FOURTH FLOOR

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FT. MYERS, FLORIDA 33966
PHONE (239)939-5490 FAX (239)939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

FLOOR PLAN
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1"=10'	17	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

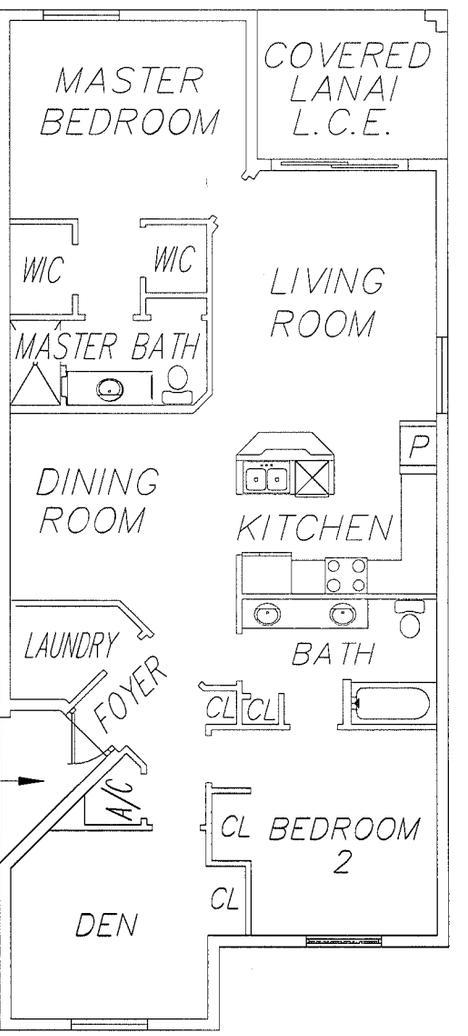
LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA

LEFT HAND



ENTRANCE
L.C.E.

RIGHT HAND



FIRST, SECOND & THIRD FLOOR ONLY

0' 10' 20'
GRAPHIC SCALE 1"= 10'

LEGEND:
A/C = AIR-CONDITIONING EQUIPMENT
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT
WIC = WALK IN CLOSET
CL = CLOSET
P = PANTRY

ROOM SIZE UNIT "C"

ALL ROOM SIZES ARE APPROXIMATE

MASTER BEDROOM	12.0'X14.0'
LIVING ROOM	13.0'X16.0'
DINING ROOM	11.0'X12.0'
BEDROOM-2	11.0'X12.0'
LANAI	9.0'X11.0'
DEN	11.0'X12.0'

UNIT "C" FLOOR PLAN
FIRST THROUGH THIRD FLOOR

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FT. MYERS, FLORIDA 33966
PHONE (239)939-5490 FAX (239)939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

FLOOR PLAN
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

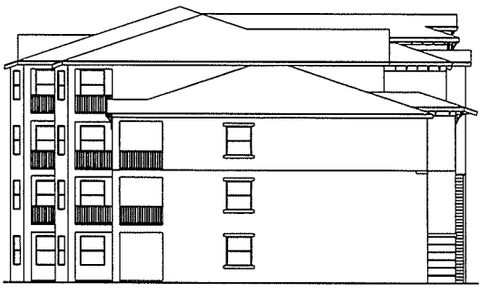
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1"=10'	18	18	29-42-26

TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

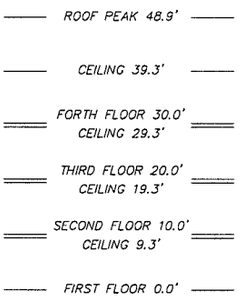
LYING IN
SECTION 29, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA

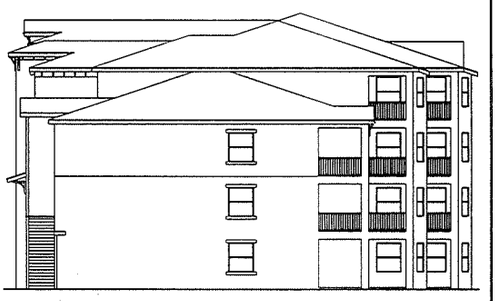


FRONT ELEVATION



LEFT ELEVATION





RIGHT ELEVATION



REAR ELEVATION

0' 30' 60'
GRAPHIC SCALE 1"= 30'

ELEVATION PLAN
BUILDINGS 3 AND 4

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FT. MYERS, FLORIDA 33966
PHONE (239)939-5490 FAX (239)939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

ELEVATION PLAN
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-15-19	8298	8298-T2-BN		AMV	AMV	1"=30'	12	18	29-42-26

EXHIBIT 3

ARTICLES OF INCORPORATION

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TERRACE II AT BABCOCK NATIONAL CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on June 16, 2020, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H20000183141. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N20000006424.

Authentication Code: 820A00011993-061720-N20000006424-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Seventeenth day of June, 2020

Secretary of State

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ARTICLES OF INCORPORATION
FOR
TERRACE II AT BABCOCK NATIONAL CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
FOR
TERRACE II AT BABCOCK NATIONAL CONDOMINIUM ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "**Articles**").

1. Name. The name of the corporation shall be Terrace II at Babcock National Condominium Association, Inc. (the "**Association**").

2. Principal Office. The principal office of the Association is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1833 Hendry Street, Fort Myers, Florida, 33901. The name of the Registered Agent of the Association is:

PLF REGISTERED AGENT, L.L.C.

4. Definitions. A declaration entitled Declaration of Condominium for Terrace II at Babcock National, a Phase Condominium (the "**Declaration**") will be recorded in the Public Records of Charlotte County, Florida, and shall govern all of the operations of a Condominium to be known as Terrace II at Babcock National, a Phase Condominium (the "**Condominium**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "**Act**") for the operation of the Condominium to be developed on property located in Charlotte County, Florida within the residential project known as Terrace II at Babcock National, a Phase Condominium, which is part of Babcock National. The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members ("**Members**") of the Association.

6. Powers and Duties. The powers of the Association shall include and be governed by the following:

6.1. General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.

6.2. Enumeration. Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws including, but not limited to, the following:

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6.2.1. Assessments and Special Assessments. To make and collect Assessments, Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use the proceeds thereof in the exercise of its powers and duties.

6.2.2. Real and Personal Property. To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium, and to maintain, repair, replace, reconstruct, add to and operate any Condominium Property, and other property acquired or leased by the Association for use by Unit Owners in the Condominium.

6.2.3. Insurance. To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners of the Condominium. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of Article 12.

6.2.4. Rules and Regulations. To make and amend reasonable rules and regulations (the **"Rules and Regulations"**) for the maintenance, conservation and use of any Condominium Property and for the health, comfort and welfare of the Unit Owners in the Condominium.

6.2.5. Enforcement. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

6.2.6. Management and Employees. To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws, and the Act.

6.2.7. Approval of Transfers. Approve or disapprove the leasing, transfer, ownership, and possession of Units as may be provided by the Declaration.

6.2.8. Surface Water Management System. The obligation to operate and maintain the Surface Water Management System within Terrace II at Babcock National, a Phase Condominium (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable South Florida Water Management District ("SFWMD") Permit requirements and applicable SFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within Terrace II at Babcock National, a Phase Condominium.

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7. Unit Owners and Membership.

7.1. Membership. The Members of the Association shall consist of all of the record owners of Units in the Condominium from time to time.

7.2. Assignment. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held. The funds and assets of the Association shall be expended, held or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration, and in the Bylaws.

7.3. Voting. On all matters upon which the Unit Owners shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

7.4. Prior to Recordation of Declaration. Until such time as the real property comprising the Condominium, and the improvements now and/or to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Charlotte County, Florida, the membership of the Association (the "**Membership**") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

8. Term of Existence. The Association shall have perpetual existence.

9. Directors.

9.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "**Board**") consisting initially of three (3) directors, but subject to change as provided by the Bylaws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Condominium. All other directors must be Unit Owners.

9.2. Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration or the Act.

9.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the Bylaws.

9.4. Current Directors. The names and addresses of the members of the current Board who shall hold office until their successors are appointed and/or elected, are as follows:

Matthew Koratich
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

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Gregory Roughgarden
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

David Negip
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

10. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT: Matthew Koratich
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

VICE PRESIDENT: Gregory Roughgarden
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

SECY/TREAS: David Negip
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

11. Incorporator. The name and address of the Incorporator is as follows:

PLF Registered Agent, L.L.C.
1833 Hendry Street
Fort Myers, FL 33901

12. Indemnification.

12.1. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

12.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the

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performance of his duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

12.3. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.4. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

12.5. Approval. Any indemnification under Section 12.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 12.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.

12.6. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 12.

12.7. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Bylaws, agreement, vote of Unit Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

13. Bylaws. The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Unit Owners, and/or the Developer as provided in the Bylaws.

14. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

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H20000183413

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

14.2. Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Unit Owners holding one-third (1/3) of the voting interests in the Association.

14.3. Approval. An amendment shall be approved once it is approved:

14.3.1. by Unit Owners holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two thirds percent (66-2/3%) of the entire Board; or

14.3.2. by Unit Owners holding eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or

14.3.3. prior to the date upon which Unit Owners other than Developer control the Board, by not less than a majority vote of the Board

14.4. Attendance Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

14.5. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Act, the Declaration, or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer herein or in the Declaration unless the Developer shall join in the execution of the amendment.

14.6. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Charlotte County, Florida.

14.7. Developer. The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone. This paragraph may not be amended.

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For the purpose of forming this Association under the Laws of the State of Florida, the undersigned, Pavese Law Firm, its Authorized Member of PLF Registered Agent, L.L.C., being the incorporator of this Association, has executed these Articles of Incorporation as of the 16th day of June, 2020.

By:_____
CHARLES BRYAN CAPPS, Partner

STATE OF FLORIDA)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 16th day of June, 2020, by Charles Bryan Capps, who is personally known to me.

_____
NOTARY PUBLIC

Notary Public State of Florida
Christina L Carlson
My Commission GG 204731
Expires 04/08/2022

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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 16th day of June, 2020.

PLF REGISTERED AGENT, L.L.C

By: Pavese Law Firm, its Authorized Member

By: _____
Charles Bryan Capps, Partner

H20000183413

EXHIBIT 4

BY-LAWS WITH RULES AND REGULATIONS

EXHIBIT "3" continued

BY-LAWS

OF

TERRACE II AT BABCOCK NATIONAL CONDOMINIUM ASSOCIATION, INC.

EXHIBIT "3" continued

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EXHIBIT "3" continued

BY-LAWS
OF
TERRACE II AT BABCOCK NATIONAL CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the By-Laws of TERRACE II AT BABCOCK NATIONAL CONDOMINIUM ASSOCIATION, INC. (the "**Association**"), a corporation not-for-profit, incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Charlotte County, Florida, and known as TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM (the "**Condominium**").

2. Definitions. All of the initially capitalized terms used herein shall have the meanings set forth in the Declaration of Condominium for TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM (the "**Declaration**"), unless defined otherwise herein. In addition, the following terms shall have the following meanings:

"**Act**" shall mean the Florida Condominium Act as it is amended from time to time; provided, however, the Act shall not be incorporated in these By-Laws or in any other document governing the Condominium except as specifically set forth herein.

"**Articles**" shall mean the Articles of Incorporation for the Association, as the same may be amended from time to time.

"**Board**" shall mean the Board of Directors of the Association.

"**Committee**" shall mean any committee created by the Board.

"**Condominium Documents**" shall mean the Declaration, the Articles, these By-Laws, and the Rules, as the same may be amended from time to time.

"**Division**" shall mean the Division of Florida Condominiums, Timeshares and Mobile Homes.

"**Members Meeting**" shall mean any meeting of the Unit Owners held in accordance with these By-Laws and the Act.

3. Members.

3.1 Annual Members Meeting.

3.1.1 Date. The Annual Members Meeting shall be held on the date, at the place, and at the time determined by the Board from time to time. Unless changed by the Board, the Annual Members Meeting shall be in March of each calendar year. In all events, the annual meeting shall be held within forty-five (45) miles of the condominium.

3.1.2 Purpose and Notice. The purpose of the Annual Members Meeting shall be stated in the notice of the meeting, which shall include an agenda. Advance notice shall be mailed to Unit Owners at least fourteen (14) days prior to the Annual Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Annual Members Meeting, all as specifically provided in the Act.

3.1.3 Agenda. The Agenda for an Annual Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: ballots not cast shall be collected; call to order; appointment of a chairman of the Annual Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; appointment of inspectors of election; election of Director(s); reports of committees, unfinished business, new business, and adjournment.

3.2 Special Members Meetings.

3.2.1 How Called. A Special Members Meeting may be called by the President or by a majority of the Board of the Association, and must be called by the President or Secretary upon receipt of a written request from Unit Owners holding twenty percent (20%) of the Voting Interests of the Association. Additionally, a Special Members Meeting may be called by Unit Owners holding ten percent (10%) of the Voting Interests of the Association to recall a Director or Directors of the Board as permitted by the Act (currently Section 718.112(2)(j) of the Florida Statutes).

3.2.2 Purpose and Notice. Special Members Meetings may be called for any purpose permitted by law. The business conducted at a Special Members Meeting shall be limited to that stated in the notice of the Special Members Meeting, which shall include an agenda. Advance notice shall be mailed to Unit Owners at least fourteen (14) continuous days, or twenty-five (25) continuous days if the proposed amendments are material and extraordinary as defined in the Declaration, prior to the Special Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Special Members Meeting, all as specifically provided in the Act.

3.2.3 Agenda. The Agenda for a Special Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: call to order; collection of votes not

yet cast, appointment of a chairman of the Special Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; special items of business, and adjournment.

3.3 Waiver of Notice. Notice of a Members' Meeting may be waived by a Unit Owner unless prohibited by the Act.

3.4 Affidavit or Certificate of Mailing. The Association shall include in the official records of the Association an affidavit or certificate of mailing conforming with the requirements of the Act, which are incorporated herein by reference (currently Section 718.112(2)(d)3 of the Florida Statutes).

3.5 Quorum. A quorum at a Members' Meeting shall be attained by the presence, either in person or by proxy, of Unit Owners entitled to cast thirty percent (30%) of the Voting Interests of the Unit Owners; provided, however, quorum requirements (or lack thereof) and requirements that a minimum number of ballots be cast for the election of Directors shall be as provided in the Act.

3.6 Voting by Members.

3.6.1 Majority Vote. The acts approved by Unit Owners holding a majority of the Voting Interests of the Association present in person or by proxy at a Members Meeting at which a quorum is present shall be binding upon all Unit Owners except where otherwise provided by law or in the Condominium Documents.

3.6.2 Voting Interests. Each Unit Owner shall be a Member of the Association. No person who holds an interest in a Unit only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. There shall be one vote appurtenant to each Unit. For the purposes of determining who may exercise the Voting Interest associated with each Unit, the following rules shall govern:

3.6.2.1 Unit Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the voting interest with respect to a Unit. In the event the husband and wife cannot agree, neither may exercise the voting interest.

3.6.2.2 Trusts. In the event that any trust owns a Unit, the Association shall have no obligation to review the trust agreement with respect to such trust. If the Unit is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Unit Owner of the Unit for all Association purposes. If the Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Unit for all Association purposes. If the Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Unit for all Association purposes. If the Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its voting interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Unit for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Unit, either trustee may exercise the voting interest associated with such Unit. In the event of a conflict between trustees, the voting interest for the Unit in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the voting interest with respect to any Unit shall be final. The Association shall have **no** obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.6.2.3 Corporations. If a Unit is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the voting interest associated with such Unit. If the corporation fails to designate a person to vote, then the President or Vice-President may exercise the voting interest associated with such Unit. In the event of a conflict among the officers entitled to exercise a voting interest, the voting interest for such Unit cannot be exercised.

3.6.2.4 Partnerships. If a Unit is owned by a limited partnership, any one of the general partners may exercise the voting interest associated with such Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Unit is owned by a general partnership, any one of the general partners may exercise the voting interest associated with such Unit. In the event of a conflict among general partners entitled to exercise a voting interest, the voting interest for such Unit cannot be exercised.

3.6.2.5 Multiple Individuals. If a Unit is owned by more than one individual, any one of such individuals may exercise the voting interest with respect to such Unit. In the event that there is a conflict among such individuals, the voting interest for such Unit cannot be exercised.

3.6.2.6 Voting Certificate. If a Unit is owned by more than one individual, a corporation, a partnership or a trust, the Board will require the use of a Voting Certificate identifying the Member with authority to vote on behalf of each such Unit.

3.6.3 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be

invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a voting interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (*e.g.*, the execution of a Voting Certificate).

3.7 Proxies. Votes may be cast in person or by use of a limited proxy complying with the requirements of the Act. All of the provisions of the Act regarding general and limited proxies are incorporated into these By-Laws by reference (currently Section 718.112(2)(b)2 of the Florida Statutes). A proxy holder need not be a Unit Owner.

3.8 Adjourned Members Meetings. If any proposed Members Meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the Members Meeting from time to time until a quorum is present, provided notice of the newly scheduled Members Meeting is given in the manner required for the giving of notice of a Members Meeting.

3.9 Action Without a Members Meeting. Prior to the Turnover Date and unless prohibited by law, any action required to be taken or which may be taken at any Members Meeting may be taken without a Members Meeting, without prior notice, and without a vote of the Members if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) holding not less than the minimum number of Voting Interests that would be necessary to approve such action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Unit Owners who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board with a minimum of three (3) Directors. Notwithstanding the foregoing, the number of Directors may be increased and decreased to any odd number (so long as there are at least three (3) Directors) from time to time by the Developer prior to the Turnover Date, and after the Turnover Date upon the vote of Unit Owners holding a majority of the Voting Interests of the Association present in person or proxy at a Members Meeting at which a quorum is obtained. Any change in the number of Directors shall not become effective until the next Annual Members Meeting (*e.g.*, prior to the mailing of any notice required for an election of Directors). Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners or the spouse of a Unit Owner. Co-Owners of a Unit are not eligible to serve on the Board at the same time unless they own more than one (1) Unit or unless there are not enough eligible candidates to fill the vacancies on the Board. A person who has been suspended by the Association and persons who are convicted felons, who have not had their civil rights restored for at least five (5) years, or who are more than ninety (90) days delinquent in the payment of regular assessments, special assessments, or fines are not eligible to serve on the Board. A director or officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

4.2 Developer's Right to Appoint. The Developer shall have the right to appoint all of the Directors comprising the Board until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the Members of the Board. The Developer may, in the Developer's sole discretion, elect to turnover control of the Association to Unit Owners other than the Developer, by causing all of the Developer's appointed Directors to resign.

4.2.1 If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

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

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

(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;

(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;

(e) When the developer files a petition seeking protection in bankruptcy;

(f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or

(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

4.2.2 Turnover Meeting

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect one or more Directors to the Board, or if the Developer has elected to accelerate such events aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election in the manner provided in Section 718.112(2)(d) of the Florida Statutes. Notwithstanding any statements contained herein to the contrary, the initial notice period shall be sixty (60) days if the turnover meeting is being scheduled in accordance with Section 4.2.1. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. The election shall proceed as provided in Section 718.112(2)(d) of the Florida Statutes. At the time that Unit Owners other than the Developer elect a majority of the Directors comprising the Board (or not more than ninety (90) days after such election with respect to the audited financial records of the Association), the Developer shall relinquish control of the Association and, at the Developer's expense, deliver to the Association all property of the Association held by or controlled by the Developer, and all items required to be turned over by the Act. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division the name and mailing address of the Unit Owner.

4.3 Election of Directors. All of the provisions regarding the election of Directors in the Act and in the Florida Administrative Code are incorporated herein by reference. The Act contains detailed and specific provisions, which may be changed by the Florida legislature from time to time. In general, the Act requires the election of Directors shall be held at the Annual Members Meeting. The regular annual elections, as well as elections to fill vacancies, shall be by written ballot or voting machine, and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. Notwithstanding the provisions of this subsection, an election and balloting are not required unless more candidates file notices of intent to run or are "nominated" than vacancies exist on the Board. The Act and the Florida Administrative Code contain detailed and specific provisions on the manner in which notices must be sent to Unit Owners and the manner in which the elections must actually be held.

4.4 Vacancies and Removal.

4.4.1 Vacancies Generally. Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board occurring between Annual Members Meetings shall be filled by the remaining Directors even if less than a quorum (e.g., one Director remains), provided that only Developer may vote, in person or by limited proxy, to fill a vacancy on the Board previously occupied by a Board Member elected by Developer.

4.4.2 Recall of a Director. Directors may be removed from office in the manner provided for the removal of Directors in the Act. As stated in Section 718.112(2)(j) of the Florida Statutes, as it may be renumbered from time to time, a Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Unit Owners. A Special Members Meeting for recall may be called by Unit Owners holding ten percent (10%) of the Voting Interests in the Association. Directors elected or appointed by Unit Owners other than the Developer shall be subject to recall only by the Unit Owners other than the Developer. Voting Interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. Directors appointed by the Developer shall not be subject to recall or removal by the Unit Owners.

4.5 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual Members Meeting when his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.6 Regular Board Meetings. Regular Board Meetings may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

4.7 Special Board Meetings. Special Board Meetings may be called by the President and must be called by the President or Secretary at the written request of twenty percent (20%) of the Directors. In addition to the foregoing, if twenty percent (20%) of the Voting Interests petition the Board to address an item of business, the

Board, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular Board Meeting or at a special meeting called for that purpose.

Notice Requirements for Board Meetings.

4.7.1 Generally. Notice of Board Meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least two (2) days prior to the meeting. Notice of Board Meetings shall be posted conspicuously on the Condominium Property for at least forty-eight (48) continuous hours in advance for the attention of the Unit Owners except in the event of an emergency. Upon notice given by mail or personally to each Unit Owner, the Board shall adopt a rule designating a specific location on the Condominium Property upon which all notices of Board meetings, both regular and special, shall be posted.

4.7.2 Agenda. All notices for Board Meetings must specifically incorporate an agenda. Any item not included on the notice may be taken up on an emergency basis by a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular Board Meeting. Notice of Board Meetings at which Assessments shall be considered shall contain a statement that Assessments will be considered and describe the nature of such Assessments.

4.7.3 Additional Notice Requirements for Assessments and Other Special Items. Notwithstanding the above, at any Board Meeting at which there will be proposed, discussed or approved (i) non-emergency Special Assessments, or (ii) amendments to Rules regarding Unit use, additional notice must be mailed or hand delivered to each Unit Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) days prior to the Board Meeting. Evidence of compliance with the fourteen (14) day notice requirement shall be in the form of an affidavit executed by the person providing notice, which shall be placed in the official records of the Association.

4.8 Waiver of Notice. Any Director may waive notice of a Board Meeting before or after the Board Meeting and that waiver shall be deemed equivalent to be due receipt by such Director of notice. Attendance by any Director at a Board Meeting shall constitute a waiver of notice of such Board Meeting, except when his attendance is for the express purpose of objecting at the beginning of the Board Meeting to the transaction of business because the Board Meeting is not lawfully called.

4.9 Quorum. A quorum at Board Meetings shall consist of a majority of the Board. The acts approved by a majority of those present at a Board Meeting at which a quorum is present shall constitute the acts of the Board except when approval by a greater number of Directors is specifically required by the Condominium Documents.

4.10 Adjourned Board Meetings. If at any proposed Board Meeting there is less than a quorum present, the majority of those present may adjourn the Board Meeting from time to time until a quorum is present, provided notice of such newly scheduled Board Meeting is given as required herein. At any newly scheduled Board Meeting, any business that might have been transacted at the Board Meeting as originally called may be transacted.

4.11 No Joinder in Board Meeting by Approval of Minutes. The joinder of a Director in the action of a Board Meeting by signing and concurring in the minutes of that Board Meeting shall not constitute the approval of that Director of the business conducted at the Board Meeting. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum

4.12 Presiding Officer. The presiding officer at the Board Meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

4.13 Committees. The Board may create one or more Committees, appoint Board Members and/or Unit Owners to such Committees, and invest in such Committees such powers and responsibilities as the Board shall deem advisable to make recommendations to the Board regarding the Association or the Condominium. To the extent required by the Act, notice of Committee Meetings shall be given in the same manner as for Board Meetings.

4.14 Attendance. A Director who is present at any Director's meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting. A Board member who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Board members may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. A vote or abstention for each member present shall be recorded in the minutes.

4.15 Voting. A Director may not vote by proxy and there shall be no secret ballot voting by Directors at a Board meeting, except that officers may be elected by secret ballot. The minutes of the meeting must reflect each Director's vote or abstention.

5. Minutes of Board and Members Meetings. The minutes of all Board Meetings and Members Meetings shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. The records of the association shall be made available to a unit owner within 45 miles of the condominium property or within the county in which the condominium property is located within 10 working days after receipt of a written

request by the board or its designee. However, this paragraph may be complied with by having a copy of the official records of the association available for inspection or copying on the condominium property or association property, or the association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

6. Unit Owners' Right to Participation at Members Meetings, Board Meetings, and Committee Meetings. All Members Meetings, Board Meetings, and Committee Meetings shall be open to Unit Owners. Unit Owners shall have a right to participate at all Members Meetings and Board Meetings as to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation. Unit Owners shall have the right to tape record or videotape Members Meetings and Board Meetings subject to the reasonable rules adopted by the Division.

7. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those powers and duties existing under the laws of Florida and the Condominium Documents. Such powers and duties shall be exercised in accordance with the Condominium Documents and the Act, and shall include, without limitation, the right, power and authority to:

7.1 Operate and maintain all portions of the Condominium Property other than the Units.

7.2 Convey a portion of the Common Elements to a condemning authority, governmental entity, or a public utility for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7.3 Employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements.

7.4 Adopt and amend Rules concerning the details of the operation and use of the Condominium Property.

7.5 Maintain bank accounts on behalf of the Association and designate the signatories required therefor. The duty to maintain accounting records shall be according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

7.6 Purchase (at a foreclosure sale or otherwise), lease, hold, mortgage, or otherwise acquire Units or other property in the name of the Association or its designee for the use and benefit of the Unit Owners or for use by a resident manager or concierge. Without limiting the foregoing, the Association, when authorized by a majority of the Voting Interests of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the use or benefit of the Unit Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

7.7 Obtain and maintain adequate insurance to protect the Association and the Condominium Property.

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

7.9 Enforce obligations of the Unit Owners.

7.10 Levy fines where appropriate against Units for the failure of the Unit Owner, or its occupant, licensee or invitee, to comply with any provision of the Declaration, these By-Laws or the reasonable rules of Association. Fine may not exceed $100.00 per violation or $1,000.00 in the aggregate.

7.11 Borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep, and/or maintenance of the Condominium Property, and to execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board and a majority of the Voting Interests of the Unit Owners represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Voting Interests of the Unit Owners as may be specified in these By-Laws with respect to certain borrowing.

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

EXHIBIT "3" continued

7.13 At its discretion, authorize Unit Owners or other persons to use portions of the Common Elements for private parties, gatherings, and other purposes and impose reasonable charges for such private use.

7.14 Grant, modify or move any easement, subject to the provisions of the easement, without the joinder of any Unit Owners, if the easement constitutes part of or crosses the Common Elements.

7.15 Levy Assessments and Special Assessments against Unit Owners and perform all other fiscal obligations of the Association.

7.16 The irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

7.17 Charge a Use Fee against a Unit Owner for the exclusive use of all or a portion of the Common Elements or Condominium Property or as otherwise provided by the Declaration.

8. Officers. Officers elected by the Directors appointed by the Developer need not be Unit Owners. All other officers must be Unit Owners. The Board shall elect the officers listed below. Prior to the Turnover Date, any person may hold two (2) or more offices except that the President shall not also serve as the Secretary of the Association at the same time. Prior to the Turnover Date, the Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to properly manage the affairs of the Association.

8.1 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

8.2 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as shall otherwise be prescribed by the Directors.

8.3 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

8.4 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall perform all other duties incident to the office of the treasurer of an association and as may be required by the Directors or the President.

9. Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for any service or item to be supplied by such Director or officer; provided, however, management of the Condominium shall be through a company in the business of providing professional management services to associations. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. This provision may only be amended by Unit Owners holding a majority of the Voting Interests in the Association.

10. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

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

11.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

11.2 Adoption of Budget by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Condominium complying with Section 718.112(2)(f) of the Florida Statutes, which is incorporated herein by reference.

11.3 Notice of Budget Meeting. A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the Board Meeting at which the budget will be considered, together with a notice of that Board Meeting indicating the time and place of such meeting.

11.4 Special Membership Meeting on Budget. If a budget is adopted by the Board which requires Assessments against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments (as determined by the Act) for the preceding year, as hereinafter defined, upon written application of Unit Owners holding ten percent (10%) of the Voting Interests to the Board, a Special Members Meeting shall be

held as provided in the Act (currently Section 718.112(2)(e) of the Florida Statutes, which is incorporated herein by reference).

11.5 Limitation on Developer Approved Budget Increases. As long as the Developer is in control of the Board, the Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior year's Assessment (as determined pursuant to the Act), without the approval of Unit Owners owning a majority of the Voting Interests (including the Voting Interests of the Developer).

11.6 Collection of Assessments. Assessments shall be collected quarterly from the Unit Owners. Assessments may be accelerated as provided in the Declaration and as permitted by the Act. In the event the budgeted annual Assessments prove to be insufficient, the budget and Assessments may be amended and increased at any time by the Board upon compliance with the notice and other requirements of the Act.

11.7 Depository. The depository of the Association shall be such bank or banks in the County 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 these accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.

11.8 Reserve Funds. The provision of the Act respecting reserve funds are incorporated herein.

11.9 Acceleration of Assessment. If a Unit Owner shall be delinquent in the payment of an Assessment, the Board may accelerate the remaining installments of the Assessment as permitted by the Declaration and the Act.

11.10 Fidelity Bonds. To the extent required by law, fidelity bonds shall be required for those persons who control or disburse funds of the Association in the amount(s) required by the Act. The premiums on such bonds shall be paid by the Association as a Common Expense.

11.11 Financial Reports. Within ninety (90) days (or as otherwise provided in the Act from time to time) following the end of the fiscal year, or annually on such date as is otherwise provided herein, the Board shall mail, or furnish by personal delivery, to each Unit Owner financial reports complying with the requirements of the Act.

12. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all notice purposes until notified in writing of changes therein as provided above.

13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

14. Amendments. Amendments to these By-Laws shall be proposed and adopted in the following manner:

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

14.2 Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Unit Owners holding not less than one-third (1/3) of the Voting Interests of the Association.

14.3 Approval. An amendment shall be approved as follows:

14.3.1 by Unit Owners holding not less than a majority of the Voting Interests in the Association in person or by proxy at a Members Meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

14.3.2 by Unit Owners holding eighty percent (80%) of the Voting Interests of the Association in person or by proxy at a Members Meeting at which a quorum has been attained; or

14.3.3 prior to the date that Unit Owners other than Developer control the Board, by not less than a majority of the Board.

14.4 Developer's Consent. Notwithstanding Section 14.3, so long as Developer is offering any Units in the Condominium for sale in the ordinary course of business, an amendment of these By-Laws which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer regarding the sale of Units by Developer shall not be effective without the written consent of Developer. Developer shall have an absolute right to consent to such an amendment or withhold consent for any reason or no reason whatsoever.

14.5 Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

14.6 No Amendments Adverse to the Developer. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of the Developer. No Amendment shall be made that is in conflict with the Articles or Declaration.

14.7 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice President with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Charlotte County.

14.8 Procedure. The Act contains certain procedural requirements for amendments to By-Laws, all of which are incorporated herein by reference.

15. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to the Rules. Copies of such modified, amended or additional Rules shall be furnished by the Board to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any Rules be adopted which would prejudice the rights reserved to the Developer. The initial Rules adopted by the Board together with these Bylaws, are attached hereto as Schedule A.

16. Mandatory Nonbinding Arbitration. The provisions of the Section 718.1255 of the Florida Statutes (as it may be renumbered or amended) respecting mandatory nonbinding arbitration are incorporated into and made part of these By-Laws.

17. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

18. Transfer Fees. The Association may charge up to the maximum transfer fees permitted by the Act. The Association may require that a prospective lessee place a security deposit in the amount permitted by the Act into an escrow account with the Association, subject to the requirements of the Act.

19. Construction and Conflicts. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. In the event that these By-Laws conflict with the Articles and/or the Declaration, the Articles and By-Laws shall control. In the event that the Articles and the Declaration shall these By-Laws conflict with the Declaration, the Declaration shall control. This provision may not be amended.

20. Written Inquiries from Unit Owners. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

21. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws of the intent of any provision hereof.

The foregoing constitutes the first Bylaws of TERRACE II AT BABCOCK NATIONAL CONDOMINIUM ASSOCIATION, INC., and were duly adopted at a meeting of the Board of Directors held on the 8 day of July, 2021

Date: July 8, 2021.

TERRACE II AT BABCOCK NATIONAL CONDOMINIUM ASSOCIATION, INC.

David Negip, Secretary

Attest:

(SEAL)

Gregory Roughgarden, President

RULES AND REGULATIONS FOR TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

RULES AND REGULATIONS FOR
TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM

The following Rules and Regulations govern TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration of Condominium for TERRACE II AT BABCOCK NATIONAL, A PHASE CONDOMINIUM. These Rules and Regulations have been promulgated by the Board, and are subject to change from time to time.

1. The entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.

2. The personal property of Unit Owners must be stored in their respective Units.

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the patios and terraces, or on any Common Elements except for designated trash areas, if any. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, patios, terraces, if any, or other portions of the Condominium Property.

4. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the patios, terraces or upon the Common Elements.

5. All refuse must be deposited in tied plastic bags and placed in areas designated for refuse disposal.

6. No Unit Owner, tenant, visitor, licensee or invitee shall park any type of motor vehicle other than in marked parking spaces.

7. No Unit Owner shall make or permit any disturbing noises in his Unit by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.

9. No sign, advertisement, notice, lettering or descriptive design shall be exhibited, posted, displayed, inscribed or affixed to the exterior of a Unit or in, on or upon any part of the Condominium Property, except signs used or approved by Association..

10. Association shall have the right to retain a pass key to all Units for the purpose of access to such Units during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. If a lock is altered or a new lock installed the Unit Owner shall provide Association with an additional key and security code, if applicable.

11. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

12. Employees of Association are not to be sent out by Unit Owners for personal errands. The Board shall be solely responsible for directing and supervising employees of Association.

13. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to install and remove hurricane shutters, if any, and care for his Unit should the Unit suffer hurricane damage, and furnish Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of Association.

14. Food and beverages may not be consumed outside of a Unit except on terraces or patios which are Limited Common Elements appurtenant to the Unit.

15. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces, patios, or windows of the Building; provided, however, a unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Independence Day, Flag Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard regardless of any declaration rules or requirements dealing with flags. The Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three (3) inches wide, six (6) inches high and one and a half (1.5) inches deep, all as permitted by the Act. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items. No Unit Owner shall install a screen enclosure, glass enclosure, or the like, to or upon the outside walls of the Building or on the Common Elements or Limited Common Elements without the prior written consent of the Board. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval. Association will in no way consent to satellite dishes or antennas being affixed in a way that penetrates the post tension concrete slab system.

16. Unit Owners and occupants of Units shall park their bicycles and tricycles only within the Unit.

17. Unit Owners must seek the approval of the Board for the installation of hurricane shutters. The Board may approve or deny the request in its sole discretion. Notwithstanding the foregoing, the Board may not deny the installation of hurricane shutters conforming to specifications adopted by the Board. These Rules and Regulations, along with the hurricane shutter specifications set forth in the Declaration, have been adopted by the Board in accordance with applicable local building code. Unit Owners are responsible for the maintenance, repair and replacement of the hurricane shutters. Subject to the applicable building codes, in the event that the hurricane shutters need to be replaced, a Unit Owner shall replace the hurricane shutters with the same color and type of shutters conforming to specifications adopted by the Board.

18. These Rules and Regulations shall not apply to the Developer, nor its agents or employees, and contractors, nor to Institutional First Mortgagees, nor to the Units owned by either the Developer or such Institutional First Mortgagees, unless the Rules of the Florida Department of Business and Professional Regulation or the Act require otherwise. All of these Rules and Regulations shall apply, however, to all other Unit Owners and occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.