Prepared by:
Susan M. McLaughlin, Esq.
CONDO & HOA LAW GROUP, LLC
2030 McGregor Boulevard
Fort Myers, Florida 33901
Telephone: 239-333-2992

CERTIFICATE OF AMENDMENTS

THE UNDERSIGNED, being the President of DEAUVILLE OF NAPLES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendment to the Amended and Restated Declaration of Condominium of Deauville Lake Club, a Condominium, the original of which is recorded in O.R. Book 4237, Page 3285, *et seq.*, of the Public Records of Collier County County, Florida, were duly approved, adopted, and ratified by two-thirds (2/3) of the voting interests present in person or by proxy and voting at a Special Members Meeting called for that purpose with proper notice and at which a quorum was present held on the April 9, 2009.

Dated this 20th day of May, 2009.

COLLIER COUNTY
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CLERK OF THE CIRCUIT COURT

Witnesses:

DEAUVILLE OF NAPLES CONDOMINIUM ASSOCIATION, INC.

Sign: James E Lavinski
Print: JAMES E LAVINSKI

Sign: Dorothea J. Seber
Print: DOROTHEA J. SEBER

Sign: Robert R Ierardi
Robert Ierardi, President

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of May, 2009, by **Robert R. Ierardi**, as **President** of **Deauville of Naples Condominium Association, Inc.**, who is (check one):

✓ personally known to me OR
____ produced _____ as identification.

(SEAL/STAMP)

SHIRLEY C. HINGSTON
Comm# DD0776296
Expires 6/7/2012
Florida Notary Assn., Inc

Signed: Shirley Hingston
Print: Shirley Hingston
Notary Public – State of Florida
Serial Number: DD0776296
My Commission Expires: 6-7-2012

AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM

OF

DEAUVILLE LAKE CLUB, A CONDOMINIUM

Amendment No. 1 – The Declaration of Condominium shall be amended as follows:

Note: Words ~~stricken~~ are deletions; Words underlined are additions.

13.6 Use of Common Elements and Association Property. As provided in the Condominium Act, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term. The foregoing notwithstanding, if a Unit Owner who has leased his or her Unit has also leased his or her automobile to the lessee then, with the written permission of the Board of Directors, the Unit Owner's automobile may be kept on the Condominium property for use by the lessee during the lease term. The vehicle lease must be in writing and a copy of the vehicle lease must be provided to the Board. The Board is authorized to create forms and enforce additional procedures for the use of approving the transaction. The Board may cancel any such approval if in the Board's sole and exclusive discretion the vehicle leasing transaction is not bona fide and is merely a subterfuge to allow a Unit Owner to store his or her vehicle on the Condominium property during the lease term or if the Board determines that the excess vehicles are a detriment to other residents' or their guests' ability to find adequate available parking.

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PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
1415 HENDRY ST.
FORT MYERS, FL 33901
Tel: (239) 334-1381

Rec:
ANCHOR ASSOCIATES
3940 RADIO RD #111
NAPLES FL 34104

4026881 OR: 4237 PG: 3185
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
06/04/2007 at 08:11AM DWIGHT B. BROCK, CLERK
REC FEE 528.50

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED being the President and Secretary of DEAUVILLE OF NAPLES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amended and Restated Declaration of Condominium of Deauville Lake Club, a Condominium, the original of which is recorded in O.R. Book 1523, Page 2104 et seq. of the Public Records of Collier County County, Florida, and Amended and Restated Articles of Incorporation and Bylaws of Deauville of Naples Condominium Association, Inc., were duly approved, adopted and ratified by more than three-fourths (3/4) of the voting interests present in person or by proxy and voting at a special members meeting called for that purpose with proper notice and at which a quorum was present held on the 9th day of April, 2007.

Dated this 18th day of May, 2007.

COLLIER COUNTY
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CLERK OF THE CIRCUIT COURT

WITNESSES:

(Sign) Shirley Hingston

(Print) Shirley Hingston

(Sign) James E Lavinski

(Print) JAMES E. LAVINSKI

DEAUVILLE OF NAPLES CONDOMINIUM ASSOCIATION, INC.

BY: _____
Ronald J. Francis as President of the Association

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 18th day of May, 2007 by Ronald J. Francis, as President of DEAUVILLE OF NAPLES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced N/A as identification and did (did not) take an oath.

SHIRLEY C. HINGSTON
Notary Public - State of Florida
My Commission Expires Jun 7, 2008
Commission # DD 323144
Bonded by National Notary Assn.

NOTARY PUBLIC: Shirley Hingston

STATE OF FLORIDA (SEAL)
My Commission Expires:

WITNESSES:

(Sign) Loretta A. Hall

(Print) LORETTA A. HALL

(Sign) Francis O'Connell

(SEAL)

(Print) Steven P. Spangler

DEAUVILLE OF NAPLES CONDOMINIUM ASSOCIATION, INC.

BY: George M Hall

George Hall
as Secretary of the Association

STATE OF ~~FLORIDA~~ Massachusetts
COUNTY OF ~~COLLIER~~ Middlesex

The foregoing instrument was acknowledged before me this 22nd day of May, 2007 by George Hall, as Secretary of DEAUVILLE OF NAPLES CONDOMINIUM ASSOCIATION, INC., a Florida ~~non-profit~~ corporation, on behalf of said corporation. Said person is personally ~~known to me or has produced~~ Drivers License as identification and did (did not) take an oath.

NOTARY PUBLIC: Steven P. Spangler

STATE OF ~~FLORIDA~~ MASSACHUSETTS (SEAL)
My Commission 4/19/2012

COLLIER COUNTY FLORIDA
COPY
CLERK OF THE CIRCUIT COURT

OR: 4237 PG: 3186

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

DEAUVILLE LAKE CLUB, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the original Declaration of Condominium of Deauville Lake Club, a Condominium, (hereinafter the "Condominium") was recorded in Official Record Book 1523, at Page 2104, et. seq., of the Public Records of Collier County, Florida. That Declaration of Condominium, as it has previously been amended, is hereby further amended and is restated in its entirety.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: This Amended and Restated Declaration of Condominium is made by Deauville of Naples Condominium Association, Inc., a Florida Corporation not for profit, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit or any other interest in the condominium property, or the lease, occupancy, or use of any portion of a unit or the condominium property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

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2. NAME AND ADDRESS: The name of this Condominium is Deauville Lake Club, a Condominium, and its street address is 5700 Deauville Circle, Naples, Florida 34112.

3. DESCRIPTION OF CONDOMINIUM PROPERTY: The land submitted to the condominium form of ownership by the original Declaration as amended and all improvement thereon (hereinafter the "Land") legally described in the original Declaration, as Exhibit "A". Those legal descriptions are hereby incorporated by reference as though set forth at length herein and re-designated Exhibit "A".

4. DEFINITIONS: The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, (The "Condominium Act"), unless the context otherwise requires.

4.1 "Apartment" has the same meaning as the term "unit" as defined in the Condominium Act.

4.2 "Apartment Owner" or "Owner" has the same meaning as the term "unit owner" as defined in the Condominium Act, except that for the purpose of interpreting use and occupancy restrictions related to units, in cases where a primary occupant has been designated for a unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner.

4.3 "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

4.4 "Association" means Deauville of Naples Condominium Association, Inc., a Florida Corporation not for profit, the entity responsible for the operation of this Condominium.

4.5 "Association Property" means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

4.6 "Board of Directors" or "Board" means the representative body that is responsible for the administration of the Association's affairs, and is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration".

4.7 "Charge" or "Fee" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than assessments for common expenses. Said obligation may arise by oral or written contract, by law or equity, or may be created by the governing documents.

4.8 "Condominium Documents" means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

4.9 "Family" or "Single Family" shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons meeting the requirements of (B) above, except that there is among them a person or persons who are not related to some or all of the others.

(D) Two or more natural persons who commonly reside together as a housekeeping unit who are not related to each of the others by blood, adoption or marriage.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

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4.10 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.11 "Guest" means any person who is not the unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

4.12 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal

Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.13 "Lease" means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

4.14 "Limited Common Elements" means and includes those common elements that are reserved for the use of a certain unit or units to the exclusion of other units.

4.15 "Occupy" when used in connection with a unit, means the act of staying overnight in a unit. "Occupant" is a person who occupies a unit.

4.16 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of units encumbered, and not by the dollar amount of such mortgages.

4.17 "Primary Occupant" means a natural person approved for occupancy of a unit when title to the unit is held by a trustee or a corporation or other entity that is not a natural person.

4.18 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements and limited common elements, subject to any limits set forth in the Declaration of Condominium.

4.19 "Voting Interest" means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are two hundred forty (240) units, so the total number of voting interests is two hundred forty (240) votes.

4.20 "Adult" means a person who is at least 18 years of age.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declaration as Exhibit "B" as amended, and herein designated as Exhibit "B", and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units including their identification numbers, locations and approximate dimensions and the common elements and limited common elements.

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5.2 Boundaries of Individual Units.

A. Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to their planar intersections with perimetrical boundaries:

(1) Upper Boundaries. In all units located on the floors below the top floor of a building, the upper boundary shall be the horizontal plane of the unfinished lower surface of the ceiling. In all units located on the top floor, the upper boundary shall follow the contour of the interior unfinished surface of the drywall attached to the underside of the roof trusses.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.

B. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the unit as shown on Exhibit "B" hereto, extended to their planar intersections with each other and with the upper and lower boundaries.

C. Interior Walls. No part of the non-structural interior partition walls within an apartment shall be considered part of the boundary of a unit.

D. Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, the perimetrical boundaries shall extend to the interior unfinished surfaces of such apertures, and the frameworks thereof. Exterior surfaces made of glass or other transparent material and all framing, casings and hardware therefore, shall be excluded from the unit.

In cases not specifically covered in this Section 5.2 or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "B", hereto shall control in determining the boundaries of a unit, except the provisions of 5.2(D) above shall control over exhibit "B".

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership. The Condominium contains two hundred forty (240) units. The owner of each unit shall also own a one-two hundred fortieth (1/240th) undivided share in the common elements and the common surplus.

6.2 Appurtenances to Each Unit. The owner of each unit shall have certain rights and own a certain interest in the condominium property, including without limitation the following:

(A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.

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(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.

(C) The exclusive right to use the limited common elements reserved for the unit, and the non-exclusive right to use the common elements.

(D) 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. An easement in airspace which is vacated shall be terminated automatically.

(E) The exclusive right to use the limited common element or area parking space assigned to the unit and the non-exclusive right to use the properties and facilities owned by the Association.

(F) Other appurtenances as may be provided in this Declaration and its exhibits.

Each unit and its appurtenances constitutes a "condominium parcel".

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use, occupancy, transfer and outward appearance of the units, common elements and limited common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Board of Directors.

7. COMMON ELEMENTS; EASEMENTS:

7.1 Definition. The term "common elements" means all of the property submitted to condominium ownership that is not within the unit boundaries set forth in Section 5 above. The common elements include without limitation the following:

(A) The Land.

(B) All portions of the building and other improvements outside the units, including all limited common elements.

(C) Easements through each unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other units or the common elements.

(D) An easement of support in every portion of the Condominium which contributes to the support of a building.

(E) The fixtures and installations required for access and utility services to more than one unit or to the common elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

(A) Utility and other Easements. The Association has the power, without the joinder of any unit owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements or association property, and to grant easements or relocate any existing easements in any portion of the common elements or association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

(B) Encroachments. If any unit encroaches upon any of the common elements or upon any other unit for any reason other than the intentional act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, tenants, licensees and invitees 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 or intended for such purposes, and for purposes of ingress and egress to the public ways.

(D Natural Growth and Overhanging Troughs and Gutters. There shall be easements for overhanging natural growth of trees and shrubbery over the Units, Common Elements and Limited Common Elements. There shall be easements for overhanging troughs and gutters, downspouts and the discharge there from of rainwater and the subsequent flow thereof over the Units, Common Elements and Limited Common Elements

(E) Access to Units. The Association has the irrevocable right of access during reasonable hours to each unit when necessary for the maintenance, repair, replacement or protection of any common elements or for making emergency repairs which are necessary at any time to prevent damage to the common elements or to another unit or units.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or separately described. As long as

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the Condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the units.

8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain common elements have been reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements and the units to which their exclusive use is appurtenant, are as described in this Declaration and its recorded exhibits. The following common elements are hereby designated as limited common elements:

(A) Parking Spaces. Each unit shall always have the exclusive use of at least one assigned covered parking space. The spaces assigned to each unit are identified on Exhibit "E" attached hereto. Maintenance, repair and replacement of all parking spaces and carports shall be the responsibility of the Association and the cost shall be a common expense of the Association. However, if it shall be determined in the sole and exclusive discretion of the Board that a parking space has been damaged beyond what it considers normal wear and tear by fluids leaking from an owner's vehicle then the owner shall be presumed to be negligent and the cost of all maintenance, repair or replacement attributed thereto shall be charged against the owner as a special charge as provided in Section 10.11 below.

(B) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit.

(C) Lanais. Any lanai that is attached to and serves exclusively a unit shall be a limited common element. The unit owner shall be responsible for day-to-day cleaning and care, and all painting and maintenance of walls, but the repair and maintenance of railings shall be the responsibility of the Association and shall be a common expense. Maintenance and replacement of shutters, screens and sliding glass doors shall be the responsibility of the owner. No lanai flooring may be carpeted, tiled, or covered in any way without the prior written approval of the Board of Directors. No lanai shall be enclosed except in accordance with the Hurricane Shutter specifications adopted by the Board. The Board is authorized to approve all material alterations to the common elements associated with the installation of lanai hurricane shutter enclosures without further approval of the members. The maintenance, repair, replacement and insurance of any lanai improvements shall be the responsibility of the unit owner. If any improvement must be removed in order for the Association to perform any of its maintenance, repair or replacement responsibilities the Association shall not be responsible for any damage caused thereto or the cost of reinstallation or replacement thereof.

(D) Others. Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited

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common element appurtenant to that unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware therefore.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the unit or units to which it is designated or assigned. The right of exclusive use of each limited common element passes with the unit to which it is assigned, whether or not separately described, and cannot be separated from it.

9. ASSOCIATION: The operation of the Condominium is by Deauville of Naples Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following as amended from time to time:

9.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "C".

9.2 Declaration of Condominium as amended from time to time.

9.3 Bylaws. A copy of the Amended and Restated Bylaws is attached as Exhibit "D".

9.4 Delegation of Management. The Association may contract for the management and maintenance of the Condominium and Association property or employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Condominium Act.

9.5 Membership. The membership of the Association shall be the record owners of legal title to the units, as further provided in the Bylaws.

9.6 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act or these condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

9.7 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the condominium documents. The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose fees for the use of common elements or association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the

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unit owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the units.

9.8 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

9.9 Purchase of Units. The Association has the power to purchase one or more units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

9.10 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.9 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the total voting interests.

9.11 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, excepting units in the Condominium, may only be mortgaged, leased or otherwise encumbered by the affirmative vote of a majority of the entire membership. Any real property owned by the Association may be conveyed by the Board of Directors, but, except for units in the Condominium, only after approval by at least a majority of the total voting interests. The Board of Directors shall have the authority to convey Units in the Condominium and personal property without the need for authorization by the unit owners.

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9.12 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available to any member upon request.

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

9.14 **DISCLAIMER, WAIVER AND RELEASE OF CLAIMS REGARDING MOLD AND MILDEW.** Mold occurs naturally in almost all indoor environments. Mold spores may also enter the condominium unit through open doorways, windows or a variety of other sources. The unit owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the unit, including, but not limited to, wall cavities, windows, and /or on the exterior surfaces of the unit or any part thereof.

DISCLAIMER AND RELEASE OF CLAIMS. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE PREVENTION OF MOLD AND/OR MILDEW OR

ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY SPECIAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGES, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF INCOME DIMINUTION OR LOSS OF VALUE OF THE UNIT, ECONOMIC DAMAGES, AND ADVERSE HEALTH EFFECTS RELATING TO, ARISING FROM OR CAUSED BY MOLD AND/OR MILDEW ACCUMULATION REGARDLESS OF THE CAUSE OF SAID MOLD/MILDEW. EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments and charges shall be levied and payment enforced as provided in the Bylaws, and as follows:

10.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement, protection and insurance of the common elements and association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense. If the Association contracts for pest control within units or cable or master antennae television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense, unless otherwise provided by the Florida Condominium Act.

10.2 Share of Common Expenses. The owner of each unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as set forth in Section 6.1 above.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a condominium parcel is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. Assessments shall be deemed paid when received by the Association. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments made to the Association by or on behalf of a Unit Owner shall be applied first to interest, then to late payment fees, then to court costs, then to attorney's fees, then to charges and finally to the oldest outstanding unpaid assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a unit becomes past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure

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suit. Except as otherwise provided by Section 718.116 F.S., the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records of Collier County, Florida. The Claim of Lien must state the description of the condominium parcel, the name of the record owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and charges which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

10.11 Lien for Charges. There is hereby created a common law and contractual lien to secure payment of any charge for any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for common expenses. By way of example, but not limitation, a lien for charges exists to secure repayment to the Association when it must remove or reinstall unit owner installed alterations, repair damage to the common elements caused by the owner or perform unit owner maintenance responsibilities, or address emergency situations on behalf of a unit owner, such as water extraction from a unit. The lien for charges shall be of equal priority to a common expense lien and shall be foreclosed in the same manner. The lien shall also secure interest, late charges, attorney's fees and costs.

10.12 Certificate as to Assessments. Within 15 days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium have been paid.

11. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include without limitation:

(A) Electrical wiring up to the circuit breaker panel in each unit.

(B) Water pipes, up to but not including the individual cut-off valve serving the unit.

(C) All installations, fixtures and equipment located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

(D) The Association shall paint the exterior of the main entrance door to the unit when the building is repainted from time to time and shall replace the door when it has been determined by the Board in its sole and exclusive discretion that the door can no longer be reasonably maintained and repaired.

(E) Master Fire alarm system installed in and/or serving the Common Elements and the portion of the system (the horn) located in each unit. The master fire alarm system consists of a pull station located on the exterior of the wall on each walkway floor of the buildings, the fire alarm horn located inside each unit and all wiring associated therewith.

(F) All exterior building walls and concrete slabs.

(G) Railings on lanais and building walkways.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, fire/smoke alarms, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. Except as otherwise provided in Section 11.3(E) below, all incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense except the Association shall not be responsible for the damage caused to any modification, installation, alteration or addition made by a unit owner or his or her predecessor in title.

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11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

(A) Maintenance, repair and replacement of screens, windows, window frames and window glass.

(B) Maintenance and repair of entrance door to the unit, except that the Association shall paint the exterior of the door when the building is repainted from time to time and shall replace the door when it has been determined by the Board in its sole and exclusive discretion that the door can no longer be reasonably maintained and repaired.

(C) All other doors within or affording access to the unit.

(D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving only the unit.

(E) The circuit breaker panel and all electrical wiring going into the unit from the panel.

(F) Appliances, water heaters, fire/smoke alarms and vent fans serving only his or her unit.

(G) All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively.

(H) Carpeting and other floor coverings.

(I) Door and window hardware, locks and weather stripping.

(J) Shower pans.

(K) Other facilities or fixtures which are located or contained entirely within the unit and serve only the unit.

(L) All interior, partition walls which do not form part of the boundary of the unit.

(M) Maintenance of mail box keys and locks.

11.3 Other Unit Owners Responsibilities. The unit owner shall have the following responsibilities:

(A) Screened Porches or Lanais. Where a limited common element consists of a screened porch or lanai area, the unit owner who has the right to exclusive use of the area shall be responsible for the day-to-day cleaning and care and painting of the interior surfaces of the walls, floor and ceiling bounding said area. The owner shall also be responsible for any fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The unit owner shall be responsible for maintenance and repair of screens.

(B) Interior Decorating; Floor Coverings. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding. Notwithstanding the foregoing, in kitchens, bathrooms, porches or lanais and foyers, substitute floor coverings (e.g. wood, or tile) with substantially equivalent sound-deadening qualities, may be used if approved by the Board of Directors prior to installation and installed in accordance with the flooring specifications adopted by the Board of Directors. If any floor covering must be removed in order for the Association to perform any of its maintenance, repair or replacement responsibilities the Association shall not be responsible for any damage caused thereto or cost of reinstallation or replacement thereof.

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(C) Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association and shall be white or off-white in color.

(D) Modifications and Alterations. If a unit owner makes any modifications, alterations, installations or additions to his unit or the common elements, the unit owner and his successors in title shall be financially responsible for the maintenance, repair and replacement of the modifications, installations, alterations or additions, as well as the cost of repairing any damage to the common elements or other units resulting from same, and any insurance that the owner obtains, in his discretion. Material alterations, modifications, installations and additions to the unit and common elements (including any limited common elements) must be approved by the Board of Directors. The unit owner and his or her successor in title shall be responsible for the costs of removing and replacing or reinstalling such modifications, installations, alterations or additions if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the condominium property. In the event of conflict, the provisions of this paragraph shall control over the general provisions of Section 11.1 above.

(E) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured and that the owner will be financially responsible for any resulting damage to persons or property. The unit owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its members from any construction liens which may attach to common elements and which are attributable to work performed by or for the benefit of the unit owner. The Board may establish rules regarding contractor access to the condominium property including rules regarding work hours and may require a unit owner to post a damage/cleaning deposit in advance of commencing any work.

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11.4 Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations that may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval. The painting of lanai walls and ceiling may be white or off-white in color in lieu of the existing building color. No stripes, designs, logos, or other types of markings shall be allowed.

11.5 Alterations and Additions to Common Elements and Association Property by Association. The protection, maintenance, repair, and replacement of the common elements and Association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or association property without prior approval of at least a majority of the voting interests. However, if work reasonably necessary to protect, insure, maintain, repair or replace the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

11.6 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required in this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents or which has a material adverse effect on the appearance of the Condominium. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses or collection, if any, which expense shall be secured by a lien against the unit and may be foreclosed in the same manner as common expenses.

11.7 Negligence: Damage Caused by Condition in Unit or Common Elements. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be liable for the damage. Neither the Association nor any unit owner shall be liable for any damage to the real or personal property and any improvements or betterments thereof or any injury to any person caused by water intrusion into a unit from another unit or the common elements resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source unless the Association or unit owner is guilty of negligence or willful or wanton misconduct. The Board of Directors shall establish a list of precautionary duties that each unit owner is responsible to perform designed to reduce the incidences of accidents that may cause damage to other units or the Common Elements. Failure by the Unit Owner to perform said duties shall create a rebuttable presumption that the Unit Owner was negligent.

11.8 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing, and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as the master fire alarm system as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be

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endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association shall retain a passkey to all units. No unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides the Association with a key. If the Association is not provided with a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to his unit, and also shall be responsible for any damage done to his unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

11.9 High Risk Components; Inspection, Maintenance, Repair & Replacement.

(A) Board Designation of High-Risk Components. The Board may, from time to time, after notice to members and an opportunity for member comment, determine that certain portions of the Members' units (the "Units") required to be maintained by the Members, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired, or replaced. By way of example but not limitation, these portions, objects, or appliances might include smoke detectors, dryer vents, water valves and water heaters. Those items determined by the Board to pose such a particular risk are referred to as "High-Risk Components."

11.10 Pest Control. The Association may supply pest control within units with the cost thereof being part of the common expenses.

11.11 Board Approval of Alterations or Construction. In all cases in which the Board must approve construction in or alterations to a unit or the common elements requested by a unit owner, the unit owner shall provide the Board with not less than thirty (30) days written notice of the unit owner's intention, together with plans and specifications indicating the proposed construction. The Board shall indicate its approval or disapproval of the proposed construction in writing within thirty (30) days of receipt of the notice and all required plans. The Board reserves the right to require that any plans and specifications be prepared by a licensed Florida architect, engineer or licensed contractor.

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11.12 Hurricane Shutters. Notwithstanding any provision set forth hereinabove to the contrary, the Board of Directors shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. No hurricane shutter except for the standard model, color and style adopted by the Board of Directors shall be used in or upon the Condominium. All specifications adopted by the Board shall comply with the applicable building code. Notwithstanding any provision in the Condominium documents to the contrary, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specification adopted by the Board. The Board may, subject to the provisions of Florida Statutes, 718.3026 and the approval of a majority of the voting interests of the Condominium, install hurricane shutters and may maintain, repair and replace such approved hurricane shutters, whether in or within common elements, limited common elements, units or association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed on a unit, the Board may not

also install hurricane shutters on that unit. The Board may operate shutters installed pursuant to these provisions without permission of the unit owners only where such operation is necessary to preserve and protect the Condominium property and Association property. The installation, replacement, operation, repair and maintenance of such shutters in accordance with these provisions shall not be deemed a material alteration to the common elements or association property.

12. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions:

12.1 Units; Maximum Occupancy. Each unit shall be occupied by only one family, its servants and guests, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incidental to residential use. The maximum number of adult occupants in a unit at any one time shall not exceed two (2) times the number of bedrooms in the unit plus two (2).

12.2 Occupancy in Absence of Owner. If the owner and his family who permanently reside with him are absent, and are not occupying it, and the unit has not been leased, the owner may permit his unit to be occupied by his guests only in accordance with the following:

(A) Any one person related to a unit owner or the unit owner's spouse within the first degree by blood, adoption or marriage, and that person's spouse and members of that person's family within the first degree by blood or adoption, are permitted to occupy the unit owner's apartment in the absence of the owner for a period not to exceed thirty (30) days. The number of occasions for this type of guest occupancy shall be limited to four (4) times in any twelve (12) month period. The same person or persons shall not reoccupy the unit for at least thirty (30) days following their last occupancy. An exception to this provision will only be valid if it is given by the Board of Directors in writing.

(B) House guests not included within 12.2(A) are permitted only with the proviso that the family consist of no more than one guest, his spouse, if any, and their natural or adopted children, if any. Such guests may stay only two (2) weeks and the number of occasions for this type of guest occupancy in any unit shall be limited to three (3) in any calendar year. The same person or persons shall not reoccupy the unit for at least thirty (30) days following their last occupancy

(C) All overnight guests who are not accompanied by unit owners must be registered with the Association office and authorized by written instructions from the owner to avoid having their presence challenged by other owners, security, or management. The owner shall submit the names of all houseguests and the length of their stay in writing to the management office in advance.

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12.3 Exceptions. Upon prior written application by the unit owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one exception shall not be construed as a precedent for later exceptions.

12.4 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit in the presence of the unit owner with the exception of any municipal regulations governing occupancy and Section 12.1 above.

12.5 Minors. All occupants under twelve (12) years of age shall be supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

12.6 Pets. The keeping of pets is a privilege not a right. An owner may keep one (1) dog or one (1) cat weighing twenty-five (25) pounds or less at maturity and no more than two (2) birds and tropical fish in reasonable numbers in their unit. No other types of pets or animals are allowed. All pets must be quiet, unoffensive and considered normal domesticated (non-exotic) household pets. No pets shall be kept or raised for commercial purposes. The keeping of pets shall be subject to the following conditions:

(A) No pets shall be permitted in the pool area, leashed or unleashed.

(B) Elsewhere on the common elements pets will be under handheld leash or carried at all times.

(C) Messes made by pets shall be removed by owners or handlers immediately. The Board will designate the portions of the property that will be used to accommodate the reasonable requirements of unit owners who keep pets.

(D) Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the condominium. In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the owner or other person responsible for the pet, and the pet shall be removed from the condominium property within ten (10) days.

(E) Owners may not leave pets unattended in screened porches or on balconies where their noise may bother others.

(F) Guests and tenants are not permitted to have pets.

(G) Any unit owner who keeps or maintains any pet hereby, in exchange for and in consideration of the privilege to keep the pet, indemnifies and holds the Association and each Unit Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Condominium.

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12.7 Parking; Vehicles. No motor vehicle shall be parked on the condominium property except in such areas intended for that purpose. No commercial vehicles, other than service vehicles temporarily present on business, nor any trailers, may be parked on the condominium property. As used herein "commercial vehicles" means any vehicle that displays any signage, tools or equipment which is of a commercial nature or any vehicle, with or without such signage, tools or equipment that is primarily used for commercial purposes. Boats, trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, are not permitted to be kept on the condominium property. The foregoing notwithstanding the Board is authorized to make temporary exceptions to these restrictions in times of an emergency.

12.8 Nuisances. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.9 Signs. No person may post or display "For Sale", "For Rent", "Open House", other similar signs or any other sign of whatever type anywhere on the condominium property. Signs posted on or in vehicles are prohibited.

12.10 Use of Common Elements. Common hallways, stairways and other common elements shall not be obstructed, littered, defaced or misused in any manner. Balconies, terraces, porches, walkways and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

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12.11 Emergency Powers and Use Restrictions; Board Authority. In addition to Board authority granted by law and the governing documents, during and after a time of emergency as defined in the Bylaws, the Board shall have the following power and authority but not the duty or obligation:

(A) To determine after a casualty whether the units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Section 16 below.

(B) To declare any portion of the Condominium Property unavailable for occupation by owners, tenants, or guests after casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, owners, tenants or guests.

(C) To mitigate damage and take action to prevent the spread of fungus, mold, mildew, etc. by tearing out wet drywall and carpet (even if the unit owner is obligated to insure and/or replace those items). The Association shall secure payment for same as a charge against the unit.

(D) To remove a unit owner's personal property from the unit and to store same at an off-site facility. The Association shall secure payment for same as a charge against the unit.

(E) To contract on behalf of unit owners for items for which the owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes dry-out of units and replacement of damaged air conditioners when necessary to provide climate control in the units. The Association shall secure payment for same as a charge against the unit.

(F) To, regardless of any other provision of this Declaration or the governing documents, take such action as may reasonably appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the condominium property or association property as might be reasonable under the circumstances to protect the condominium property or association property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves

(G) To implement a disaster plan prior to, during or after an impending casualty including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

The foregoing power and authority notwithstanding the Association, and its Directors, Officers, agents and assigns shall not be liable for failing to exercise said power and authority.

13. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. Only one (1) family may occupy a leased unit at a time.

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13.1 Procedures.

(A) Notice by the Unit Owner. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least 20 days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, and all other proposed occupants, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board or its designee may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval. The applicant must sign for having received copies of the rules and regulations of the Association.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have 10 days in which to approve or disapprove the

proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. the unit owner is delinquent in the payment of assessments at the time the application is considered;

2. the unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;

3. the real estate company or rental/leasing agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, failing to follow the leasing procedures or entering into leases without prior Association approval;

4. the application on its face indicates that the person seeking approval or any of the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

5. the prospective lessee or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

6. the prospective lessee or any of the proposed occupants have a history of conduct which evidences disregard for the rights and property of others;

7. the lessee, or any of the proposed occupants during previous occupancy, have evidenced an attitude of disregard for the Association rules;

8. the prospective lessee or any of the proposed occupants gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid;

9. the owner fails to give proper notice of his intention to lease his unit to the Board of Directors;

10. the lessee or any of the proposed occupants occupy the unit before approval has been given.

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(D) Failure to Give Notice or Obtain Approval; Suspension of Leasing Agents. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the unit owner. The Board of Directors may suspend a leasing agent or company from doing business in Deauville for a reasonable period of time for violating the leasing procedures. Such suspension shall only be imposed after the agent or company has been given at least one written warning.

(E) Applications: Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than four (4) times in any calendar year. The minimum lease term is thirty (30) days. The maximum lease term is six (6) months. No new lease shall begin sooner than thirty (30) days following first day of the last lease. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs and the beginning date of the lease. No unit may be leased for a period or cumulative periods of more than six (6) months during any twelve-month period, and no lease shall be extended or renewed for any additional periods. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Exceptions. Upon written request of a unit owner, the Board of Directors may approve one additional lease of the unit, but only under unusual circumstances to avoid undue hardship and inequity.

13.4 Occupancy During Lease Term.

(A) When a unit has been leased no one other than the persons listed on the approved application may occupy the unit during the term of the lease.

(B) Guests may occupy leased units when the lessee is in residence. Such guests may stay for a period not to exceed ten (10) days.

13.5 Occupancy in Absence of Lessee. If a lessee absents himself overnight from the unit during the lease term, those authorized to occupy the unit by Section 13.4 above who are already in residence may continue to occupy the unit and may have house guests. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.6 Use of Common Elements and Association Property. As provided in the Condominium Act, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

13.7 Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to

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abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.8 Fees and Deposits for the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any security deposits that are authorized by the Condominium Act as amended from time to time which security deposit shall protect against damage to the common elements or association property. Handling of the security deposit and claims against the security deposit shall be in accordance with the Act, as the same may be amended from time to time.

13.9 Unapproved Leases. Any lease of a unit not approved pursuant to this Section 13 shall be void and unenforceable unless subsequently approved by the Board.

14. TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit shall be subject to the following provisions:

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14.1 Forms of Ownership:

(A) A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of units is permitted.

(C) Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The approval of a trust, or corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of not more than one (1) natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any subsequent change in the primary occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 12-month period.

(D) Designation of Primary Occupant. If any unit owner fails to designate a primary occupant when required to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

(E) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant

shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.

(F) Agreements for Deed. If a unit is subject to an agreement for deed the agreement for deed must be recorded in the Public Records of Collier County Florida. The vendee must be approved by the Board of Directors as provided for in Section 14. The vendee under the Agreement for Deed shall be treated as the "owner" of the Unit for all purposes under the governing documents. If the Agreement for Deed has not been recorded in the Public Records as required herein then it shall not be recognized and the purported vendee under the Agreement for Deed may only occupy the Unit as a non-owner (i.e. guest, tenant etc.) as is otherwise allowed in the governing documents.

14.2 Transfers.

(A) Sale or Gift. No unit owner may transfer a unit or any ownership interest in a unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.

(D) To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) unit owners, or to the President, Vice President or Treasurer, any of whom may be deemed a Vice President for purposes of executing a Certificate of Approval.

14.3 Procedures.

(A) Notice to Association.

1. Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such

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intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

2. Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 13.

3. Demand. With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.

4. Failure to Give Notice. If no notice is given, the Board of Directors, at its election may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within 20 days after receipt of the required notice and all information or interview requested, or not later than 60 days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

1. With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval or the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving

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possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application on its face gives the Board reasonable cause to believe that the applicant(s) or occupant(s) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(d) The person seeking approval or any of the proposed occupants have a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval or any of the proposed occupants has evidenced an attitude of disregard for association rules by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;

(f) The person seeking approval or any of the proposed occupants have failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.

(g) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

(h) The real estate company(s) or agent(s) handling the transaction on behalf of the buyer or seller or both has a history of screening applicants inadequately, recommending unqualified buyers, failing to follow the transfer procedures or completing transactions without prior Association approval.

2. Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 14.3(A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner the name of an approved purchaser (which may be the Association) who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the owner and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the purchaser and selling owner, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property

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taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

3. Board's Failure to Act. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor shall the Association's approval be required for the subsequent resale or lease of a unit by such mortgagee of the unit so acquired, but shall apply to the acquisition of title by any other person.

14.5 Unapproved Transfers; Suspension of Real Estate Agent. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board. The Board of Directors may suspend a real estate agent or company from doing business in Deauville for a reasonable period of time for violating the transfer procedures. Such suspension shall only be imposed after the agent or company has been given at least one written warning.

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14.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law.

15. INSURANCE: In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 By the Unit Owner. Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance. Every hazard insurance policy issued or renewed on or after January 1, 2004, to an individual unit owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual unit owner providing such coverage shall be without rights of subrogation against the condominium association that operates the condominium in which such unit owner's unit is located. All real or personal property located within the boundaries of the unit owner's unit which is excluded from the coverage to be provided by the association as set forth in Section 15.2 below shall be insured by the individual unit owner including all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the

boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries

15.2 Association Insurance: Duty and Authority to Obtain. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance to protect the association, the association property, the common elements, and the condominium property required to be insured by the association pursuant to Section 718.111(11) Florida Statutes, and obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear. Adequate insurance coverage by the Association for "full insurable value," "replacement cost," or the like, may include reasonable deductibles as determined by the Board. The Association separately or as a group of associations may self-insure against claims against the association, the association property, and the condominium property required to be insured by an association, upon compliance with Sections 624.460-624.488, Florida Statutes. A copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.

(A) Every hazard insurance policy issued or renewed on or after January 1, 2004, to protect the condominium shall provide primary coverage for:

1. All portions of the condominium property located outside the units;
2. The condominium property located inside the units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed; and
3. All portions of the condominium property for which the Declaration of Condominium requires coverage by the association.
4. Anything to the contrary notwithstanding, the terms "condominium property," "building," "improvements," "insurable improvements," "common elements," "association property," or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance that a condominium association must obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries. The foregoing is intended to establish the property or casualty insuring responsibilities of the association and those of the individual unit owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit owner.

(B) The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its

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management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the association. The Association shall bear the cost of bonding.

(C) Required Coverage. The Association shall maintain insurance covering all of the buildings and the common elements as well as all Association property, in the amounts set forth below:

1. Property. Coverage at one hundred percent (100%) of current replacement costs for loss or damage by fire, extended coverage (including windstorm), vandalism, malicious mischief, and all other hazards covered by the standard "All Risk" property contract.

2. Flood: Coverage at one hundred percent (100%) of current replacement cost or maximum coverage available through the National Flood Insurance Program.

3. Liability. Premises and operations liability for bodily injury and property damage in the amount of at least one million dollars ($1,000,000) for bodily injury and property damage per occurrence, with cross liability endorsement to cover liabilities of the unit owner as a group to a unit owner.

4. Workers Compensation. The Association shall maintain Workers' Compensation Insurance on at least a minimum premium basis.

5. Statutory Dishonesty Bond. Fidelity Bonding shall be required of all persons who control or disburse funds of the Association in the principal sum of not less than as required by law for each such person.

6. Directors and Officers liability coverage of at least $1,000,000.

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15.3 Description of Coverage. A detailed summary of the coverage's included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives upon request.

15.4 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association unit owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

15.5 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds

as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgages in the following shares:

(A) Common Elements. Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

(B) Units. Proceeds on account of damage within the units shall be held in undivided shares based on the prorated amount of damage within each damaged unit as a percentage of the total damage within all units.

(C) Mortgage. If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against unit or units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

The foregoing notwithstanding, insurance proceeds on account of National Flood Insurance Program flood insurance policies (if any) covering specific units purchased by the Association or various unit owners shall be used only for the purpose of repairing or replacing the unit to which the respective policy applies and that unit's appurtenant share of the common elements, and no other unit owner or unit may benefit from said proceeds. If the Condominium is not to be restored or rebuilt, the proceeds shall accrue to the benefit of the respective unit owner and his mortgagees, if any.

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15.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.

(B) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

15.7 Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property.

15.8 Deductibles. The Board shall establish the amount of the deductibles under the insurance policies it obtains on behalf of the Association, and other features, as it deems desirable and in its business

judgment in the best interest of the Association. The deductible shall be paid by the party who would be liable for the loss or responsible for the repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY: If any part of the condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds received on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair, including any costs in excess of the insurance proceeds from the Association insurance. The foregoing notwithstanding, if the Board determines in its sole and exclusive discretion that due to the nature or the extent of the damage to the unit or units that it is in the best interest of the Association that the reconstruction and repair be made by the Association then the Association shall be entitled to retain the insurance proceeds, contract for the repairs, make the repairs and thereafter distribute the excess proceeds, if any, to the owner(s).

16.2 Damage to Common Elements-Less than "Very Substantial". Where loss or damage occurs to the common elements, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

16.3 "Very Substantial" Damage. As used in the Declaration, the term "very substantial" damage shall mean loss or damage whereby at least three-fourths (3/4) of the total units cannot reasonably be expected to be rendered habitable within one hundred eighty (180) days of the casualty. Should such "very substantial" damage occur, then:

(A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the condominium property or association property as might be reasonable under the circumstances to protect the

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condominium property or association property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

(B) The Board of Directors shall endeavor to obtain reliable comprehensive, detailed estimates of the cost of repair and restoration.

(C) A meeting of the members shall be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

1. If the insurance proceeds, reserves and other association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds fifteen percent (15%) of the total annual budget for the condominium in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote for termination, in which case the Condominium shall be terminated.

2. If upon the advice of legal counsel and engineers, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units, or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the Condominium in the fiscal year in which the casualty occurred, the Condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote against termination. If the requisite number of unit owners vote against termination, the Board of Directors shall levy such assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and reconstruction.

(D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination by at least two-thirds (2/3rds) of the Directors shall be conclusive, and shall be binding upon all persons.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the unit owners, except as otherwise provided in Section 15 above.

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16.5 Equitable Relief. In the event of damage to the common elements which renders any unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within twelve (12) months thereafter. In the case of "very substantial" damage the condominium will be rebuilt. The Board shall commence and complete construction as soon as practicable under the circumstances.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or according to different plans and specifications approved by the Board or Directors, by the owners of at least three-fourths (3/4ths) of the units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall reduce the interior floor space of any unit without the consent of the unit owner and his Institutional Mortgagee, if any.

17. CONDEMNATION:

17.1 Deposit of Awards with Association. The taking of all or any part of the condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

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17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty

17.4 Association as Agent. The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purposes of realizing just compensation.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a unit and the remaining portion of the unit can be made habitable, the awards for the taking of a portion of that unit shall

be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(A) Restoration of Unit. The unit shall be made habitable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.

(B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

(C) Adjustment of Shares in Common Elements. If the floor area of a unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

17.6 Unit Made Not Habitable. If the condemnation is of an entire unit or reduces the size of a unit so that it cannot be made habitable, 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 effected in the Condominium:

(A) Payment of Award. The fair market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagee(s).

(B) Addition to Common Elements. If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by some or all unit owners in a manner approved by the Board of Directors.

(C) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of units. This shall be done by restating the shares of the continuing units in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

(D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned unit to the unit owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against units that will continue as units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those units in the common elements after the changes affected by the taking.

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(E) Arbitration. If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the unit and determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

17.7 Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

17.8 Amendment of Declaration. Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment must be approved only by a majority of all Directors, and the consent of unit owners or mortgagees is not required for any such amendment.

18. TERMINATION:

18.1 The Condominium may be terminated at any time by approval in writing of all record owners of units and all record owners of mortgages on units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting shall give 30 days notice of the meeting to consider the proposed termination. If the approval of the owners of not less than 75% of the total Voting Interests in the Association, and of the record owners of all mortgages upon the units, are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

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

(B) Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the seller and

one of whom shall be appointed by the purchaser, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

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

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

18.3 Shares of Owners After Termination. After termination of the Condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

18.4 Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the unit.

19. ENFORCEMENT:

19.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

(A) The Association;

(B) A unit owner;

(C) Anyone who occupies or is a tenant or guest in a unit; or

(D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws.

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19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner or the Association to comply with the requirements of the Condominium Act, the condominium documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owners under the law and the condominium documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the Institutional Mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the unit's share of ownership of the common elements, except as otherwise provided in Sections 17.5(C), 17.6(C) and 17.8.

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceeding, or very substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

20.3 Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee of title shall be liable for the share of common expenses or assessments attributable to the condominium parcel which came due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Condominium Act, as the same may be amended from time to time. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all unit owners. No acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

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20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any unit, the Association, on behalf of one or more unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the unit at the foreclosure sale.

20.5 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the condominium documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.6 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.7 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

21. AMENDMENT OF DECLARATION: Amendments to this Declaration shall be proposed and adopted in the following manner:

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the owners of at least one-tenth ($1/10^{th}$) of the units.

21.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the voting interests who are present in person or by proxy and voting by ballot, as provided in the Bylaws, at any annual or special meeting called for the purpose. No votes may be cast by general or limited proxy. Amendments may also be approved by written consent of two-thirds (2/3) of the total Voting Interests. The Board of Directors may amend the Condominium Documents to correct scrivener's errors or omissions, and amend and restate the Condominium Documents in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

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21.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

21.5 Proviso. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record

owners of the unit, and any Institutional Mortgagee holding a mortgage on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17.

22. MISCELLANEOUS:

22.1 Parks and Preserves. The Park and Preserve Areas shall not be altered from their natural state other than as Collier County may require. Activities prohibited within the Park and Preserve Areas include but are not limited to construction or placing of buildings on or above the ground; dumping or placing soils or other substances such as trash in a Park or Preserve area; removal or destruction of soil materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

22.2 Severability. The invalidity or unenforceability 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, or any recorded exhibit to this Declaration, shall not affect the remaining portions.

22.3 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it exists on the date hereof.

22.4 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Article of Incorporation or Bylaws, the Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

22.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

22.6 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

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

22.8 Headings. The heading used in the condominium documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

23. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION

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(COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

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

23.2 THE ASSOCIATION HAS NOT BEEN CREATED TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES;

23.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR 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.

23.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

23.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

EXHIBITS

Exhibit "A" – Description of land submitted to the condominium form of ownership by the original Declaration as amended and hereby incorporated by reference but not attached hereto.
Exhibit "B" - Survey and Plot Plans attached to the original Declaration herein incorporated by reference but not attached hereto.
Exhibit "C" - Amended and Restated Articles of Incorporation.
Exhibit "D" - Amended and Restated Bylaws.
Exhibit "E" - Limited Common Element Parking Spaces.

