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DECLARATION OF CONDOMINIUM

OF

OMEGA AT BONITA BAY CONDOMINIUM

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I. PREAMBLE, NAME AND LEGAL DESCRIPTION

The undersigned, WSR-BONITA BAY 2, LLC, a Delaware limited liability company, whose address is 3066 Tamiami Trail North, Suite 201, Naples, Florida 34103 ("Developer") owns fee simple title of record to those certain lands located in Lee County, Florida, and more particularly described in Section 1.2. Developer submits fee simple title to this property together with the improvements located on such property to the condominium form of ownership in accordance with the provisions of Chapter 718 (as defined in Article II) and the following provisions:

1.1 Name. The name of the condominium is Omega at Bonita Bay Condominium ("Condominium").

1.2 Legal Description. The property submitted to the condominium form of ownership under this Declaration (as defined in Article II) consists of that certain real property situated in Lee County, Florida that is more particularly described in Exhibit "A" attached to and made part of this Declaration, together with those easements more specifically described in this Declaration, including easements described in the attached Exhibit "A." No other phases are being submitted to the condominium form of ownership at this time.

1.3 Master Declaration. The Condominium and this Declaration are subject to the covenants, conditions, reservations, and easements as set forth the Master Declaration (as defined in Article II).

II. DEFINITIONS

All terms in this Declaration (defined below) have the meanings ascribed to them by Chapter 718 (defined below) and this Declaration. In the event of conflict between these authorities, the meaning pursuant to Chapter 718 will prevail. The following definitions prevail to the extent that they are not in conflict with Chapter 718:

2.1 Ad Valorem Taxes means those property taxes and special assessments assessed against the Units by Lee County, Florida.

2.2 Articles of Incorporation means the Articles of Incorporation of the Association, as they may be amended from time to time. A copy of the initial Articles of Incorporation is attached as Exhibit "B" and is incorporated into this Declaration by this reference.

2.3 Association means Omega at Bonita Bay Condominium Association, Inc., a nonprofit Florida corporation, and its successors. The Association is responsible for the operation of the Condominium.

2.4 Association Property means all real and personal property owned or leased by the Association.

2.5 Board means the board of directors of the Association as it is constituted from time to time.

2.6 Bylaws means the Bylaws of the Association as they may be amended from time to time. A copy of the Bylaws is attached as Exhibit "C" and is incorporated into this Declaration by this reference.

2.7 Chapter 718 means the Condominium Act, Chapter 718, *Florida Statutes*, as the same is constituted on the date of the recording of this Declaration in the Public Records of Lee County, Florida. Any reference to a provision or specific article, section, paragraph, sub-article, sub-section, or sub-paragraph of Chapter 718 is a reference to the same as it is constituted on the date of the recording of this Declaration in the Public Records of Lee County, Florida.

2.8 Common Elements means all of those items defined in Chapter 718 as Common Elements and those items described in this Declaration as Common Elements and includes any Limited Common Elements.

2.9 Common Expenses means all of those expenses defined in Chapter 718 as Common Expenses and those items described in this Declaration as Common Expenses.

2.10 Common Surplus means any excess of receipts of the Association over the Common Expenses with respect to a given fiscal year.

2.11 Condominium means Omega at Bonita Bay Condominium.

2.12 Condominium Documents means this Declaration together with all exhibits attached to this Declaration, all other documents incorporated in this Declaration by reference, and all documents promulgated pursuant to this Declaration, all as may be amended from time to time.

2.13 Condominium Parcel means a Unit together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Unit as described in this Declaration and together with those appurtenances described in this Declaration.

2.14 Condominium Property means the lands, leaseholds, easements, and real and personal property subjected to the condominium form of ownership from time to time as part of the Condominium, whether or not contiguous, all improvements located on any such property, and any easements and rights appurtenant to such property and intended for use in connection with the Condominium.

2.15 Condominium Rules and Regulations means the rules and regulations concerning the use of Condominium Property as amended from time to time by the Board in the manner provided by the Bylaws. A copy of the initial Condominium Rules and Regulations is attached as Exhibit "E" and is incorporated into this Declaration by this reference. In addition to the Condominium Rules, the Association is entitled to promulgate rules that apply to the Association Property.

2.16 Declaration means this Declaration of Condominium of Omega at Bonita Bay Condominium and all exhibits attached to this Declaration, as amended from time to time.

2.17 Developer means WSR-Bonita Bay 2, LLC, a Delaware limited liability company, its successors or assigns. No party other than WSR- Bonita Bay 2, LLC, may exercise all or any portion of the rights and privileges reserved in this Declaration to the Developer unless and until such party receives a written assignment of all or a portion of such rights and privileges from WSR- Bonita Bay 2, LLC and records same among the Public Records of Lee County, Florida.

2.18 Estimated Budget means the budget or budgets that account for the estimated annual Common Expenses of the Condominium for a given fiscal year. The Estimated Budget does not include ad valorem taxes.

2.19 Lee Courts means the Circuit and County Courts of the Twentieth Judicial Circuit, in and for Lee County, Florida.

2.20 Limited Common Elements means those Common Elements reserved for use by a certain Unit or Units to the exclusion of other Units and which are designated as Limited Common Elements by this Declaration. Those physical areas designated as Limited Common Elements are shown and located on Exhibit "A" attached to this Declaration.

2.21 Management Agreement means the agreement between the Association and any Management Company pursuant to which the Association assigns to the Management Company certain of the Association's powers, responsibilities, and duties relating to the management and operation of the Condominium.

2.22 Management Company means any employee hired by the Association or company engaged by the Association pursuant to a management agreement or otherwise, and includes successors, or any other person or entity engaged to manage the Condominium.

2.23 Master Association means the owners' association under the Master Declaration known as Bonita Bay Community Association, Inc., a not-for-profit corporation.

2.24 Master Declaration means that certain Second Amended and Restated Declaration of General Protective Covenants and Restrictions for Bonita Bay recorded as Instrument 2011000142834 in the Public Records of Lee County, Florida, and all exhibits attached to it, as amended from time to time.

2.25 Master Declaration Property means the lands, leaseholds, easements, and all improvements on the lands, leaseholds and easements, including the Condominium Property, that are subject to the Master Declaration from time to time, whether or not contiguous.

2.26 Mortgagee means the Developer (and any successor in interest to the Developer with respect to a purchase-money mortgage), the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any trust, savings and loan association, credit union, mortgage company, bank, insurance company, commercial loan company, any governmental entity, agency, or municipal subdivision, including Lee County, Florida, or institutional lender, to the extent that any of the same hold a first mortgage encumbering any portion of the Condominium.

2.27 Owner means the owner of a Condominium Parcel.

2.28 Surface Water Management System means those facilities including the following: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

2.29 Unit means a condominium unit as defined in Chapter 718 and in Article V of this Declaration and refers to that part of the Condominium Property which is subject to exclusive ownership by one or more persons.

2.30 Utility Services means and includes electric power, water, garbage and sewage disposal, telephone service, cable television, communications and similar systems, and any other similar public service or convenience facility supplied to the Condominium.

2.31 Working Capital Contribution means the payment made by an Owner of each Condominium Parcel to the Association of a working capital fund payment equal to one (1) month of assessments attributable to the Owner's Unit under the then current Estimated Budget to create and fund a working capital fund for the Association. The Working Capital Contribution is due at the closing of a purchase of a Unit from the Developer or another Owner. The purchaser of a Unit from an Owner will be liable for payment of an Additional Working Capital Contribution as defined in Section 8.1(c).

III. EXHIBITS

The Exhibits referred to in this Declaration consist of the following and such. These Exhibits and any permitted amendments that may be made to them from time to time are incorporated into this Declaration by this reference:

3.1 Exhibit "A". A legal description and a survey of the land committed to the condominium form of ownership pursuant to this Declaration, and a graphic description of the Units and the Common Elements located on such land in a plot plan which, together with this Declaration, are of sufficient detail to identify each Unit, the Common Elements, and their relative locations and approximate dimensions. As set forth in Exhibit "A," each Unit is identified by a designated number, letters, or combination of numbers and letters so that no Unit bears the same designation as any other Unit. The system for designating Units may be altered in accordance with Section 18.3.

3.2 Exhibit "B". A copy of the initial Articles of Incorporation of the Association.

3.3 Exhibit "C". A copy of the initial Bylaws of the Association.

3.4 Exhibit "D". The percentage interest in Common Elements that is appurtenant to each Unit.

3.5 Exhibit "E". A copy of the initial Condominium Rules and Regulations.

IV. EASEMENTS

The following easements are expressly reserved or have been granted by the Developer through the recording of this Declaration:

4.1 General Easements. Non-exclusive easements over, across, and under the Condominium Property are expressly provided for and granted as follows:

(a) Utilities. Easements are reserved over, across, and under the Condominium Property as may be required for construction or maintenance of Utility Services in order to adequately serve the Condominium or properties located adjacent to the Condominium that are designated by Developer, including easements for the purpose of allowing such access rights as are necessary to use and service any lift station or utility transformer box located within the Condominium Property. The Association has a right of access to each Unit to maintain, repair, or replace the pipes, wires, ducts, vents, cables, conduits, and other Utility Services, service and drainage facilities, and Common Elements contained in the Unit or elsewhere on the Condominium Property, and to remove any improvements interfering with or impairing such facilities or easements reserved in this Declaration; provided that such right of access, except in the event of an emergency, will not unreasonably interfere with the Owner's permitted use of the Unit, and that except in the event of an emergency, entry may be made on not less than one (1) day's advance written or oral notice (which notice will not, however, be required if the Owner is absent when the giving of notice is attempted).

(b) Encroachments. If any Unit encroaches on any of the Common Elements or on any other Unit as described herein or on Exhibit "A", or if any Common Element encroaches on any Unit as described herein or on Exhibit "A", then an easement exists to permit the encroachment for so long as the encroachment exists.

(c) Traffic. A non-exclusive easement exists for pedestrian traffic over, through, and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as may from time to time be paved and intended for such purposes; and for vehicular parking on such portions of the Common Elements as may from time to time be paved, intended, and designated for such purposes. Such easements are for the use and benefit of the Owners, the Developer, the owners of interests in properties located adjacent to the Condominium which are designated by the Developer to benefit from same, and for those claiming by, through, or under such persons, and those persons' guests, licensees, and invitees; provided, however, that nothing in this Declaration may be construed to give or create in any person the right to park any vehicle on any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes as set forth on Exhibit "A" (subject to Article XXIII) or as determined by the Board and approved by the Developer with respect to Developer's rights to park on the Condominium Property. In addition, further easements exist for ingress and egress over such streets, walks, and other rights of way serving the Units as may be necessary to provide for reasonable access to the public ways.

(d) Light and Air. The Condominium and Master Declaration Property are not subject to any easements for light and view in favor of the Condominium. Owners should be aware that existing and future improvements adjacent to the Condominium Property or Master Declaration Property may obstruct the view of the Condominium and the natural light that would otherwise be cast on the Condominium.

4.2 Association Easements. Except as limited by §718.111(10), *Florida Statutes*, the Board may grant, modify, or move easements from time to time over the Common Elements or Association Property without obtaining the approval of the Owners. The Board also may enter into easements or licenses benefiting all or a portion of the Condominium Property or Association Property, with all costs incurred in connection with such easements or licenses to be Common Expenses. In addition, the Association is reserved non-exclusive easement rights over, under, and across the rooftops of Units as is necessary, from time to time, for the purpose of maintaining, replacing, altering, removing, relocating, constructing, or converting improvements on the rooftops. Notwithstanding anything in this Declaration to the contrary, the Association is prohibited from exercising the powers granted to it by this Section 4.2 in any manner that would, in the reasonable opinion of the Developer, be directly or indirectly detrimental to the sale, leasing or marketing efforts of the Developer or any of its agents regarding Units or other properties within the Condominium or Master Declaration Property.

4.3 Developer Easements. Except as limited below, the Developer reserves to itself, for so long as it owns any interest in any Unit, other property located adjacent to the Condominium Property, or any property within the Master Declaration Property, the following easements over the Condominium Property and rights to grant easements regarding the Condominium Property without obtaining consent of the Owners or the Association:

(a) Marketing and Sales. For a period of ten (10) years from the date of recording of this Declaration, the Developer reserves for itself and its agents exclusive easement rights over and across the Condominium Property for the purpose of marketing, sales, resales and rental of Units, accommodations at other projects, or any other hospitality, realty, or consumer products, and for the purpose of leasing any accommodations that are not part of the Condominium. Such rights may include the right to establish models; permit parking on the Condominium Property, conduct property tours; conduct sales presentations; conduct closings; and to erect, post, maintain, and relocate signs, notices, advertisements, and other promotional information on the Condominium Property. Lessees of Developer-owned non-declared units shall have, for the length of the term of their leases, the same easement rights over and across the Condominium Property and use rights to the recreational areas and facilities of the Condominium as are reserved for Owners of declared Units.

(b) Governmental Requirements. The Developer reserves the right to grant such easements, from time to time, over and across the Condominium Property as may be required by any government agency. These easements specifically include any environmental easements required by state or federal environmental agencies, for so long as the Developer owns any Unit.

(c) Developer Easements. The Developer reserves easement rights and the right to grant easement rights over and across the Condominium Property as it may deem necessary for its use or the use of any designee of the Developer from time to time, including, (i) an easement over the rooftops of Units to place antennae, satellite dishes, or other equipment; and (ii) easement rights to provide concessions (including ATM machines and newspaper machines) or other profitable ventures for the benefit of the Developer. The Developer reserves an easement over and across the Condominium Property to perform maintenance on any easement space or area reserved for the benefit of the Developer. The Developer shall have the rights under this Subsection for so long as the Developer holds Units for lease or sale in the ordinary course of business.

(d) Construction Easements. The Developer reserves easement rights over, under, and across the Condominium Property as is necessary, from time to time, for the purpose of constructing or converting improvements on the Condominium Property, the Master Declaration Property, or properties located adjacent to the Condominium Property.

4.4 Other Easements. Other easements may have been granted over the Condominium Property as set forth in the survey contained in Exhibit "A" attached to this Declaration. Such easements include, but are not limited to, those contained in the Master Declaration.

V. UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND ASSOCIATION PROPERTY

5.1 Units.

(a) Description. Each Unit includes that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(i) Upper and Lower Boundaries. The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the perimeter boundaries:

(1) Upper Boundaries. The imaginary plane(s) along and coincident to the interior unfinished lower surface(s) of the ceiling of the Unit.

(2) Lower Boundaries. The imaginary horizontal plane(s) along and coincident to the lowest point(s) of the interior unfinished upper surface(s) of the floor of the Unit.

(ii) Perimeter Boundaries. The perimeter boundaries of the Unit are the imaginary vertical planes along and coincident to the interior unfinished surfaces of perimeter walls, exterior doors and windows.

(iii) Exterior Doors and Windows. Each exterior door and window is a Limited Common Element of the Unit in which it is physically located.

(iv) Interior Partitions. Except as provided in Sections 5.1(a)i, ii, and iii above, no portion of any interior walls, including the floor of the top story (if a multi-story Unit), the ceiling of the bottom story (if a multi-story Unit), any elevator/stairwell (if a multi-story Unit), or any other interior walls within the boundaries of the Unit set forth in this section, and as depicted on Exhibit "A," shall be deemed a boundary of the Unit. Any wall separating the Unit from any other Unit shall not be deemed an interior wall, but shall be considered a perimeter boundary in accordance with Section 5.1(b)ii.

(v) Effect of Exhibit "A". In any case of conflict or ambiguity, between the provisions of this Subsection (a) and the survey, floor, and plot plans of the Units and the Common Elements set forth in Exhibit "A", the contents of Exhibit "A" shall control.

(b) Material Alteration or Modification. Notwithstanding the maintenance and repair responsibilities of the Owners set forth in Section 7.1, material alterations and modifications to any Unit may be made by the Association upon a vote of the Board in accordance with Section 9.7; provided, however, that (i) for so long as the Developer holds any Unit for sale in the ordinary course of business, no material alterations or modifications to any Unit may be made without the prior consent of the Developer; and (ii) no material alterations or modifications to the Units may be made without the consent of the Owner(s) and Mortgagees of the affected Units and a majority of the voting interests of the Association. Notwithstanding anything in this Declaration to the contrary, redecoration, remodeling, changes to interior walls, or other alterations to the interior of a Unit which do not affect or impact the Common Elements, Limited Common Elements, or Association Property are not considered material alterations or modifications and do not require the prior approval of the Developer, the Association, or any other Owner.

5.2 Common Elements and Association Property.

(a) Description. In addition to those items defined in Chapter 718 and elsewhere in this Declaration as Common Elements, Common Elements include:

(i) The land, foundations, exterior portions of perimeter Unit walls, including exterior stucco wall surfaces, those portions of partitions and walls separating Units not otherwise part of the Unit, load bearing columns or walls, slabs, public utility lines located on Condominium Property and, except as excluded in this Section 5.2, pipes, wires or conduits located within slabs or elsewhere in the Condominium Property.

(ii) All roads, walkways, paths, wood decking and boardwalks, trees, shrubs, yards (except such as are designated as Limited Common Elements), gardens, planter areas, fountains, and so forth, if any, located within the Condominium Property.

(iii) Any fire equipment rooms, elevator (and any appurtenant equipment rooms), sprinkler systems, and areas occupying same located within the Condominium Property.

(iv) Any and all portions of the Surface Water Management System located on the Condominium Property is included within the Common Elements.

(v) All areas not designated or described as lying within the boundary of a Unit or otherwise excluded by definition, and all other components of the Condominium Property constructed or to be constructed on the Condominium Property, rationally intended for common use or necessary to the existence, upkeep and safety of the Condominium Property.

(b) Material Alteration or Modification. Notwithstanding the maintenance and repair responsibilities of the Association set forth in Section 7.1, material alterations, substantial additions, and modifications to the Common Elements, the Association Property, or any part of either, may be made by the Association upon a vote of the Owners in accordance with Section 9.7; provided, however, that for so long as the Developer holds any Unit for sale in the ordinary course of business, no material alterations or modifications to the Common Elements or Association Property may be made without the prior consent of the Developer. If a material alteration or substantial addition to the Common Elements or Association Property is required by any governmental entity, such material alteration or substantial addition to the Common Elements or Association Property will be permitted with the affirmative vote of the Board in accordance with Section 9.7 and with the approval of the Developer, for so long as the Developer holds any Unit for sale in the ordinary course of business.

(c) Leases. The Board has the power, in its discretion and without the approval of the Owners, to lease the Common Elements with the approval of the Developer, for so long as Developer holds any Unit for sale in the ordinary course of business. The Board does not have the power to charge a use fee to the Owners for the use of Common Elements unless such charges are approved by the Developer, for so long as Developer holds any Unit for sale in the ordinary course of business. In addition, the Board shall have the power in its sole discretion and without the approval of Owners, but subject to the prior written approval of the Developer in its sole discretion, for so long as the Developer holds Units for sale in the ordinary course of business, to lease the Common Elements.

(d) Surface Water Management System. With respect to the surface water management system, pursuant to the Master Declaration, the Master Association shall operate, maintain, repair and replace the surface water management system as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances. The Master Association shall also be responsible for successfully completing any wetland mitigation monitoring that may be required, including meeting all conditions associated with mitigation maintenance and monitoring as may be described in any surface water management permit.

5.3 Limited Common Elements.

(a) Description. Those Common Elements reserved for the use of a certain Unit or Units, to the exclusion of other Units, are designated as Limited Common Elements. Limited Common Elements appurtenant to Units include those items designated in this Declaration or on Exhibit "A", including balcony(ies), air-conditioning units, mechanical/storage rooms, the cabanas, cottages, garages, and parking spaces assigned in accordance with Article XXIII, certain roof decks, and any summer kitchen, hot tub, fire pit, or other improvement constructed on the balcony in accordance with Section 18.2. Subject to the provisions of Article XXIII, no Limited Common Element may be separately conveyed from the Unit to which it is appurtenant. In cases not specifically covered above, or in any case of conflict or ambiguity, the survey of the Limited Common Elements set forth in Exhibit "A" controls in determining the boundaries of Limited Common Elements.

(b) Material Alteration or Modification. Notwithstanding the maintenance and repair responsibilities of the Association set forth in Section 7.1 of this Declaration, material alterations and modifications to the Limited Common Elements may be made upon a vote of the Board in accordance with Section 9.7, or by the Owner of the appurtenant Limited Common Element in accordance with Section 18.5; provided, however, that (i) for so long as the Developer holds Units for sale in the ordinary course of business, no material alterations or modifications to the Limited Common Elements may be made without the prior written consent of the Developer; and (ii) no material alterations or modifications to the Limited Common Elements may be made without the written consent of the Owner(s) of the Unit(s) to which the affected Limited Common Element(s) is appurtenant. Subject to the provisions of Article XXIII, this Declaration may not be amended to provide that Limited Common Elements may be separately conveyed from the Unit to which it is appurtenant and any such amendment is void and of no effect unless the amendment has first been approved by the affirmative vote of seventy-five percent (75%) of all of the Owners. For purposes of this Paragraph 5.3(b), changes to the color scheme of a Limited Common Element or

any change that is visible from the exterior of a Limited Common Element constitutes a material alteration; provided, however, that a change to the color scheme of the interior of a garage, cabana, or cottage Limited Common Element will not be deemed to be a material change. Notwithstanding anything to the contrary in this Section 5.3(b), an Owner may (x) install a ceiling fan at the original location of the junction box on an Owner's balcony Limited Common Element; provided, however, that such ceiling fan must be white in color and may not include any lighting; (y) alter the interior of the garage appurtenant to such Owner's Unit without the prior consent of the Association, Board, or the Developer; provided, that such alterations are limited to hanging shelving, decorating, and changing the interior color scheme of a garage appurtenant to a Unit; and (z) make non-structural alterations to the cottage or cabana Limited Common Element appurtenant to such Owner's Unit without the prior consent of the Association, Board, or the Developer.

5.4 Association Property.

(a) Description. Association Property includes all personal property related to the operation of the Condominium that is owned or leased by the Association, including furniture, fixtures, and equipment for the Common Elements and Limited Common Elements. Association Property does not include any private, personal or intellectual property belonging to a Management Company related to its operation of the Condominium, including Management Company's trade name and the trade names of Management Company's affiliates or subsidiaries.

(b) Power to Deal with Association Property; Material Alteration or Modification. The Board has the power to deal with the Association Property and to buy, sell, lease or make material alterations or modifications to the Association Property without the consent of the Owners; provided, however, that for so long as the Developer holds any Unit for sale in the ordinary course of business, any such action requires the prior consent of the Developer. The Board does not have the power to charge a use fee to the Owners for the use of Association Property unless such charges are approved by Developer, for so long as Developer holds any Unit for sale in the ordinary course of business. The Association may not acquire real property other than real property conveyed to it by the Developer (if any) without a vote of the Association in accordance with Section 9.7.

5.5 Warranty Limitation. DEVELOPER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE CONSTRUCTION OF THE UNITS AND THE COMMON ELEMENTS AND WITH RESPECT TO PERSONAL PROPERTY AMONG THE CONDOMINIUM PROPERTY. EACH OWNER ASSUMES ALL RISKS AND LIABILITIES IN CONNECTION WITH THE USE OF ANY OF THE AFOREMENTIONED PROPERTY. DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE UNITS, ASSOCIATION PROPERTY, OR COMMON ELEMENTS, EXCEPT AS SPECIFICALLY REQUIRED BY CHAPTER 718.

5.6 Security Warranty Limitation. Developer and the Association, or their successors or assigns and any applicable contracted parties (an "Operator") may, but are not obligated to, enter into contracts for the provision of Condominium management and security services. DEVELOPER, THE ASSOCIATION, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MANAGEMENT, SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF CONDOMINIUM PROPERTY SERVICED BY SUCH SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE ASSOCIATION OR ANY SUCCESSOR OR ASSIGN OF DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE CONDOMINIUM PROPERTY AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of property receiving security services through such systems agrees that Developer, the Association, or any successor or assign thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (i)

any failure of the Owner's security system; (ii) any defective or damaged equipment, device, line or circuit; (iii) negligence, active or otherwise, of the security service provider or its officers, agents or employees; or (iv) fire, flood, riot, war, act of God, or other similar causes which are beyond the control of the security services and through such systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss, damage, injury, or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, the Association, and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 ($250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, the Association or any successor or assign of any of same or any Operator. Further, in no event will Developer, the Association, any Operator or any of their successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in such systems and services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any such systems shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in such systems and services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

5.7 Humidity Control. Given the climate and humid conditions in Florida, molds, mildew and toxin fungi may exist and/or develop within the Unit and/or Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins, and fungi may be, or if allowed to remain for a sufficient period, may become toxic and potentially pose a health risk. By acquiring title to a Unit, an Owner agrees to follow the Condominium Rules and Regulations relating to mold prevention and notwithstanding the same, shall be deemed to assume the risks associated with molds, mildew, toxins, and/or fungi and to have released the Developer from any and all liability resulting from same, including any liability for consequential damages (which may result from the inability to possess the Unit, inconvenience, moving costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to growth of mold, mildew, fungus or spores. Owner agrees the Developer is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Owner, his, her or its family members and/or any of his, her or its or their guests, tenants (and the tenant's guests, invitees, and employees) and invitees as a result of mold, mildew, fungus or spores. It is each Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination, as further set forth in Article XII.

VI. APPURTENANCES

6.1 Appurtenant Interests. Each Unit has as an appurtenance to the Unit that undivided share of the Common Elements and Common Surplus as more specifically described in Exhibit "D" attached to and incorporated in this Declaration. The Owner of each Condominium Parcel shall be liable for that share of the Common Expenses which equals the percentage interest in the Common Elements and Common Surplus appurtenant to the Owner's Unit. Each Unit's share of the Common Expenses and Common Surplus and each Unit's undivided interest in the Common Elements of the Condominium shall be calculated as more specifically set forth in Exhibit "D."

6.2 No Partition of Common Elements. The undivided share in the Common Elements and Common Surplus that is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit (subject to Article XXIII) and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall be undertaken, except as provided in this Declaration with respect to termination of the Condominium. No Owner or any other person may bring, or have any right to bring, any action for partition or division of the share of the undivided percentage interest in the Common Elements appurtenant to each Unit.

6.3 No Partition of Condominium Parcels. No Owner or any other person may bring, or have any right to being, any action for partition or division of a Condominium Parcel.

6.4 Changes in Appurtenances. No changes to the proportion or percentage by which an Owner shares the Common Expenses and owns the Common Surplus may be made without the consent of the Owner(s) and Mortgagees of the affected Units and a majority of the voting interests of the Association.

VII. MAINTENANCE

7.1 Responsibility. Responsibility for the maintenance of the Condominium Property are as follows:

(a) By the Association. Except as set forth in Subsection (b), the Association must operate, maintain, repair, renovate, and replace at the Association's expense:

(i) All Common Elements, Limited Common Elements ((a)except the interior of any cottage or cabana, (b) any summer kitchen, hot tub, fire pit, retractable screen enclosure, or storm shutter Limited Common Element constructed on a balcony, or (c) any other improvement constructed on the balcony in accordance with Section 18.2), and Association Property, except as otherwise provided in the Condominium Documents;

(ii) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services; and

(iii) Such other maintenance set forth in this Declaration.

Subject to Article V, the Board has the right, in its discretion and without the approval of any Owner, to modify, maintain, repair, alter, rearrange, improve, renovate, remove, or replace any or all of the Common Elements or Association Property from time to time. With respect to any Unit or Limited Common Elements to which an Owner is responsible for maintenance, repair and replacement, in the event such Owner does not maintain, repair or replace such Unit or Limited Common Element in accordance with this Declaration, the Board has the right, in its discretion and without the approval of any Owner, to perform such maintenance, repair, and replacement and charge the respective Owner for any costs or expenses as a Limited Common Expense. The Common Expenses attributable to the Common Elements and Limited Common Elements will be shared by the Owners as more specifically set forth in Exhibit "D".

(b) By the Owner. The responsibilities of the Owner for maintenance, repair, and replacement are as follows:

(i) To perform all maintenance, repairs and replacements of, in or to his or her Unit, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of windows, window coverings, interior nonstructural walls, the interior side of the entrance door and all other doors within or affording access to the Unit, and the electrical wiring from the circuit breaker servicing the Unit to the outlets and switches, plumbing (from the stub-out to and including all toilets, sinks, faucets, fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit, of all personal property and fixtures located within the Unit, and of any other property belonging to the Owner. All of the foregoing will be performed by the Owner at the Owner's sole cost and expense, except as otherwise expressly provided to the contrary in this Declaration.

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

(iii) To perform the minimum maintenance items to the Unit as required by the Board from time to time.

(iv) To bear or reimburse in their entirety any expenses of repairs or replacements to the Condominium Property occasioned by the specific use or abuse by the Owner or any licensee, guest, or tenant of the Owner.

(v) Each Owner shall also be responsible for performing maintenance, repairs, and replacements of all heating and air conditioning equipment servicing the Owner's Unit, the interior of the cabana or cottage Limited Common Element, the summer kitchen, hot tub, or fire pit Limited Common Element, retractable screen enclosures, storm shutters, or fans and any other improvement constructed on the balcony in accordance with Section 18.2, and any elements of the garage Limited Common Element appurtenant to an Owner's Unit including the garage door and garage door opener. All such Work commenced by the Owner must be commercially reasonable and completed with good workmanship. Each Owner is liable for any damage caused to Common Elements and shall indemnify the Association for any exercise of such easement or performing maintenance.

(vi) To do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of Utility Services, security systems, or other service or drainage facilities or the use of these easements.

(c) Limited Common Elements. Notwithstanding anything to the contrary contained in this Section 7.1, the responsibility to perform maintenance, repairs and replacements of the Limited Common Elements shall belong to the Association as a Common Expense, to be assessed against the Owner of the Unit to which such Limited Common Elements are appurtenant; provided, however, that such responsibility does not apply to the items set forth in Section 7.1(b)(v). Notwithstanding the Association's responsibility to maintain the Limited Common Elements, each Owner is responsible for keeping the Limited Common Elements appurtenant to such Owner's Unit in a safe, clean, and neat condition. In the event such Owner does not maintain such Limited Common Element in accordance with the previous sentence, the Board has the right, in its discretion and without the approval of any Owner, to perform such maintenance and charge the respective Owner for any costs or expenses as a Common Expense.

7.2 Management Agreement. As set forth in Section 9.9, the Association may enter into Management Agreements, from time to time, to engage the services of a Management Company to carry out all or part of the maintenance and operational duties and obligations of the Association in accordance with this Declaration except as prohibited by Chapter 718. If a Management Agreement is terminated, the maintenance duties and other obligations of the Condominium will be the exclusive responsibility of the Board until such time as a new Management Company is retained.

7.3 Association's Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or a Unit.

VIII. ASSESSMENTS AND COMMON EXPENSES

8.1 Assessments.

(a) Common Expenses. Common Expenses include any expenses incurred by the Association in the operation, maintenance, and repair of the Common Elements, Limited Common Elements, and Association Property, including the following:

(i) Expenses of administration and management of the Condominium Property, Association Property, and of the Association, including compensation paid by the Association to the Management Company, accountant, attorney, or other employee or independent contractor.

(ii) Expenses of maintenance, operation, repair, and replacement of the Common Elements, as determined by the Board from time to time, as well as all other costs and expenses properly incurred by the Association.

(iii) Expenses declared Common Expenses by the provisions of the Condominium Documents or Chapter 718.

(iv) Any charge against the Condominium Property as a whole.

(v) All costs and expenses incurred by the Association in connection with regulatory compliance.

(vi) All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718 or as deemed necessary or desirable by the Board or the Association.

(vii) Casualty, flood and wind, liability insurance or other insurance covering the Common Elements and Limited Common Elements, Association Property, or the Association, its members, officers, and directors, including the cost of paying any premiums and deductibles.

(viii) The costs of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract.

(ix) All costs and expenses arising under the Master Declaration, which Owners are obligated to pay and which are not assessed directly against each Owner.

(x) All costs and expenses incurred by the Association in connection with any repairs or reconstruction as a result of casualty or condemnation, including any items not included within insurance.

(xi) All costs and expenses assessed against the Condominium Property, Association Property or the Association.

(xii) The costs and expenses of designing, maintaining, and updating the Association's website.

(xiii) Any other expenses incurred in the normal operation and maintenance of the Units, Common Elements, Limited Common Elements, and Association Property that cannot be attributed to a particular Owner.

(b) Assessments for Common Expenses. Owners of Units are responsible for Common Expenses in the proportions set forth in Exhibit "D." The mailing and collection of assessments against each Owner for Common Expenses, for any costs or expenses for which an individual Owner may be solely responsible pursuant

to the Condominium Documents, and for reserves as may from time to time be established by the Association, will be accomplished pursuant to the Bylaws and the Management Agreement, subject to the following provisions:

(i) Interest; Application of Payments. Assessments and installments on assessments paid on or before ten (10) days after the date when due will not bear interest, but all sums that remain unpaid more than ten (10) days after the date when due will bear interest at the highest rate permitted by law from the date when due until paid. In addition, the Association may charge an administrative late fee for each delinquent installment in the amount of the greater of $25.00 or five percent (5%) of each delinquent installment. The Association may use the services of a collection agency for collection of delinquent accounts and to charge and impose a lien against the delinquent Owner for such costs in accordance with Chapter 718 and the Condominium Documents. All payments will be first applied to interest, administrative late fees, costs and reasonable attorneys' fees incurred in collection (including any incurred in all bankruptcy and probate proceedings), and then to the assessment payment first due. The Board has the discretion to increase or decrease the amount of the administrative late fee or interest rate within the limits imposed by law; provided, however, that the increase or decrease must be made effective by amending the Condominium Rules and Regulations and notifying the Owners of same by regular mail addressed to each Owner at the last known address of each Owner as set forth in the Association's books and records. Notwithstanding any provision of this paragraph to the contrary, the Board has the power to waive any late fees or interest that accrue as a result of delinquent payment. The board shall have the right to limit or suspend a delinquent Owner's rights in accordance with Chapter 718.

(ii) Lien for Assessments. The Association will have a lien against each Condominium Parcel for any unpaid assessments which are due together with any interest, which lien will also secure any late charges, reasonable attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of such lien (including those incurred in all bankruptcy and probate proceedings), whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien among the Public Records of Lee County, Florida, stating the legal description of the Unit, the name of the Owner of record, the name and address of the Association, amounts claimed to be due and the due dates. The lien will continue in effect until all sums secured by the lien are fully paid or until such time as is otherwise permitted by law. Claims of lien must be signed and verified by an officer of the Association, or by an authorized agent of the Association. On receipt of full payment, the party making payment is entitled to a recordable satisfaction of lien, to be prepared and recorded at such party's expense. All such liens will be subordinate to any mortgage or easement recorded prior to the date of recording of the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property, or as otherwise provided by applicable law. The Association may also sue to recover a money judgment for unpaid assessments without waiving any claim of lien.

If a Mortgagee (or its successors or assigns) obtains title to a Condominium Parcel as a result of the foreclosure of its first mortgage, or in the event a Mortgagee obtains title to a Condominium Parcel as the result of a conveyance in lieu of foreclosure of its first mortgage, the liability of the Mortgagee for a share of the Common Expenses or assessments chargeable to the Condominium Parcel, or to the Owner of such Condominium Parcel, which became due prior to the acquisition of title by the Mortgagee, is limited to the lesser of:

(1) The unpaid Common Expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(2) One percent (1%) of the original mortgage debt.

In the event of a foreclosure action, the limitation on the Mortgagee's past due assessment liability does not apply unless the Mortgagee joins the Association as a defendant in such foreclosure action. However, joinder of the Association is not required if, on the date the complaint is filed, the Association is dissolved or does not maintain an office or agent for service of process at a location which is known to or reasonably discoverable by the Mortgagee. Notwithstanding anything in this Subsection (b) to the contrary, if applicable law is subsequently amended to permit conditions more favorable to the Mortgagee's ability to limit its liability for past due assessments, that applicable law will govern this Subsection.

Any share of the Common Expenses or assessments chargeable against any such foreclosed Condominium Parcel or against any Condominium Parcel transferred in lieu of foreclosure remaining unpaid after the application of this Subsection will be deemed a Common Expense to be paid in the same manner as other Common Expenses by all of the Owners.

Nothing in this Declaration may be construed as a modification of any rights or remedies of the Association pursuant to Chapter 718, except to the extent that the Condominium Documents allow additional remedies, to the extent that such additional remedies are permitted by law and except as to Mortgagees as provided above.

(iii) Personal Liability for Unpaid Assessments. Each Owner and any successor in title or interest to such Owner is personally liable for all assessments made against the Unit pursuant to this Declaration or Chapter 718, and the Association may bring an action for a money judgment against a delinquent Owner or successor in title or interest to such Owner to collect all sums due the Association, including interest, late charges, costs, collection fees and reasonable attorneys' fees, including those incurred in all bankruptcy and probate proceedings. If a Unit is owned by more than one person or entity, such Owners will be jointly and severally liable for all assessments made against their respective Unit. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. Any person acquiring title must pay any delinquent amounts owed to the Association within 30 days after transfer of title.

(iv) Payments of Assessments. No Owner may withhold payment of any regular or special assessment, or any portion of such regular or special assessment, because of any dispute which may exist between that Owner and the Association, the Board, the Management Company, or the Developer, or among any of them, but rather each Owner must pay all assessments when due pending resolution of any dispute. Except as required by applicable law, including Chapter 718, there shall be no requirement or presentment, notice, or demand.

(c) Working Capital Contribution.

(i) At the closing of a purchase of a Unit from the Developer, the Owner will pay the Working Capital Contribution to the Association. The purpose of the Working Capital Contribution is to assure that the Association will have cash available for initial startup expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Except as prohibited in Subparagraph (ii) below, Working Capital Contributions may also be used to offset operating expenses. Working Capital Contributions are not advance payments of assessments for Common Expenses, nor will they be held in reserves, unless the Board votes to dedicate such funds or portion thereof to capital reserves. The Working Capital Contribution is not refundable, is in addition to the Owner's share of the then current Common Expenses, and will not be applied as a credit against any assessments otherwise due and payable by the Owner. To further ensure that the Association will have sufficient cash available to pay for startup expenses, Common Expenses, and other expenses, Developer may from time to time advance to the Association the Working Capital Contribution applicable to any Unit(s) prior to the time legal title to such Unit(s) is conveyed to the Owner(s) thereof. In the event Developer advances the Working Capital Contribution applicable to any Unit, then, at the time legal title to such Unit is conveyed to the Owner thereof, the Working

Capital Contribution to be paid by such Owner to the Association pursuant to this section shall be paid directly to Developer in reimbursement of the advance, instead of to the Association.

(ii) Upon the resale of a Unit from an Owner to a new Owner ("Subsequent Owner"), each Subsequent Owner who purchases such Unit shall pay to the Association at the time legal title is conveyed to such Subsequent Owner, an "Additional Working Capital Contribution." The Additional Working Capital Contribution shall be an amount equal to one (1) months' assessment applicable to such Unit pursuant to the Estimated Budget in effect at the time of closing. All Additional Working Capital Contributions shall be deposited upon receipt by the Association in the Association reserve accounts designated by the Board from time to time for acceptance of Additional Working Capital Contributions. The purpose of the Additional Working Capital Contribution is to assure that the Association reserve accounts will have cash available to meet unforeseen reserve fund expenditures deemed necessary or desirable by the Board. Payment of the Additional Working Capital Contribution by a Subsequent Owner does not exempt such Subsequent Owner from future payment of Common Expenses. If the Subsequent Owner fails to pay the Additional Working Capital Contribution on acceptance of title to a Unit as required, the Association shall have the right to demand immediate payment of the unpaid Additional Working Capital Contribution. The Additional Working Capital Contribution due shall constitute a lien upon the applicable Unit with the same force and effect as liens for Common Expenses.

(d) Specific Charges. The Board shall have the power to levy a specific charge against a particular Unit or Units constituting less than all Units, to cover the costs, including reasonable overhead and administrative costs, or providing benefits, items, or services to the Unit or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include maid service, linen service, handyman service, pest control, security service, courier service, etc., which charges may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner.

8.2 Common Surplus. Each Owner owns a share of any Common Surplus attributable to each Unit owned in accordance with Section 6.1.

8.3 Refunds of Common Surplus. Refunds of all or a portion of any Common Surplus to the Owners shall be in proportionate shares. Such a refund shall only be made upon a determination by the Board that the refund is both appropriate and desirable.

8.4 Fines. For each violation of any of the Condominium Documents, the Board may levy against the offending Owner a sum of up to one hundred dollars ($100.00) per violation or such higher amount as may be then allowed by applicable law, in an aggregate amount not to exceed one thousand dollars ($1,000) or such higher aggregate amount as may be then allowed by applicable law; provided, however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. This remedy is in addition to, and not in lieu of, the remedies provided in the Condominium Documents or applicable law. An Owner against whom a fine is sought to be levied will be afforded an opportunity for hearing in accordance with Florida law, as required by Florida law.

IX. THE ASSOCIATION, MASTER DECLARATION, AND THIS DECLARATION

The powers of the Association include those set forth in the Articles and Bylaws, as amended from time to time, Chapter 718, and those powers which a corporation not for profit in the state of Florida may exercise. In addition, the Association will operate the Condominium, and will fulfill its functions related to the Condominium pursuant to the following provisions:

9.1 Membership in Association. Membership of each Owner in the Association is appurtenant to each Unit. Each Unit will have appurtenant to it, one (1) vote in the Association. Where a Unit is owned by more than one Owner, the cotenants of the Unit must file a voting certificate with the Association, in accordance with the Articles and Bylaws of the Association, setting forth which cotenant is designated to cast the vote for that Unit.

9.2 Articles of Incorporation. A copy of the initial Articles of Incorporation, which sets forth the Association's powers and duties, is attached as Exhibit "B" and incorporated in this Declaration. In the case of any conflict between this Declaration, the Articles, or Bylaws, the order of priority shall be the same as the order listed in this sentence.

9.3 Bylaws. A copy of the initial Bylaws is attached as Exhibit "C" and incorporated in this Declaration. In the case of any conflict between this Declaration, the Articles, or Bylaws, the order of priority shall be the same as the order listed in this sentence.

9.4 Limitation On Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association is not liable to Owners, guests, or invitees, for injury or damage, other than for the cost of maintenance and repair, caused by any patent or latent condition of the property to be maintained and repaired by the Association or caused by the elements, the Association, it the Association's maintenance or lack thereof, or other Owners or persons. Further, the Association is not liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Owners regardless of whether or not the same have been approved by the Association pursuant to this Declaration.

9.5 Restraint on Assignment of Shares and Assets. Each Owner's share in the funds and assets of the Association cannot and may not be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Owner's Unit.

9.6 Transfer of Control of Association. Owners other than the Developer are entitled to elect members of the Board at such times as are prescribed by this Section 9.6 and §718.301, *Florida Statutes*. The Developer will designate the initial members of the Board. The Developer will continue to designate from time to time all Developer positions on the Board until such time as the Developer is no longer entitled to elect or designate a director in accordance with §718.301, *Florida Statutes*, provided, however, that nothing in this Declaration may be construed to preclude the Developer from relinquishing control of the Board at any earlier time that Developer may so elect. The initial directors will serve until the first election of directors. Unless applicable law is subsequently amended to permit a longer period of control of the Board by the Developer (in which case such applicable law will govern at the option of the Developer), Owners of Units other than the Developer will be entitled to elect members of the Board in accordance with §718.301, *Florida Statutes*, which provides as follows:

Florida Statutes Section 718.301 Transfer of association control; claims of defect by association.—
(1) If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:
(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;
(e) When the developer files a petition seeking protection in bankruptcy;
(f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or
(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the

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

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

9.7 Acts of the Association. Unless the approval or action of a certain specific percentage of Owners or of the Board is specifically required in this Declaration, the Articles of Incorporation, or Bylaws, applicable rules and regulations, or applicable law, all approvals or actions required or permitted to be given or taken by the Association will be given or taken by a majority of the Board present and voting at a duly called and constituted meeting at which a quorum is present, without the consent of the Owners. The Board may also approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Owners is permitted or required to be given or taken under the Condominium Documents or applicable law, unless specifically provided otherwise, all such approvals or actions required or permitted to be given or taken shall be approved by a majority of the votes present and voting at a duly called and constituted meeting of the Association at which a quorum is present, including any votes attributable to Units owned by the Developer unless prohibited or restricted by law of by the Condominium Documents.

9.8 Effect on Developer. So long as the Developer holds any Unit for sale in the ordinary course of business, none of the following actions may be taken by the Association without the prior approval of the Developer:

(a) Assessment of the Developer as a Unit Owner for capital improvements;

(b) Any action that would be detrimental to the sales of Units by the Developer as determined by the Developer provided, however, that an increase in assessments for Common Expenses without discrimination against the Developer will not be deemed to be detrimental to the sales of Units.

9.9 Management Agreement. The Association is authorized to contract for management of the Condominium, and to delegate to such contractor all powers and duties of the Association except those powers and duties that are specifically required by the Condominium Documents or applicable law to have approval of the Board or the members of the Association. Notwithstanding anything in this Declaration to the contrary, it is the intent of this Declaration that the Board will not have the power to independently terminate the Management Agreement. The Management Agreement may only be terminated in accordance with its own terms or by vote of the Owners in accordance with Chapter 718.

9.10 Association Powers On Merger; Operation of Other Condominiums. In the event this Condominium is merged pursuant to Chapter 718 and Article XX with another separate and independent condominium to form a single condominium, the Association is expressly empowered to manage and operate the resulting single condominium as provided for in Chapter 718 and this Declaration. The Association is also specifically empowered to manage, operate, and maintain any other separate and independent condominiums that the Board will elect to manage, operate, and maintain from time to time in accordance with Chapter 718, this Declaration, and the declaration of condominium of the other separate and independent condominium. If the Association manages, operates or maintains any independent condominium other than the Condominium, the Association will maintain the books, records, accounts and funds of such other condominiums separate and apart from the books, records, accounts and funds of the Condominium.

9.11 Title to Property. The Association has the power to acquire title to and hold, convey or mortgage Association Property; provided, however, that the Association first obtains the written approval of Developer so long as Developer owns a Unit.

9.12 Master Declaration. The Condominium is within the Master Declaration Property known as Bonita Bay Community, a planned community. The Master Declaration encumbers the Condominium Property. The Master Declaration requires each Owner to be a member of the Master Association.

9.13 Master Property and Master Association. Pursuant to the Master Declaration, the Owners, are entitled to use the facilities and amenities located on the Master Property. In accordance with the Master Declaration, the Owners are responsible for their share of the Master Association's maintenance costs and expenses of the recreational facilities on the Master Property. The Master Association may bill the Owners directly for Master Association assessments; provided, however, if the Master Association bills the Association on behalf of the Owners, any amounts billed to the Association by the Master Association will be Common Expenses. Voting on matters before the Master Association shall be as set forth in the Bylaws.

X. INSURANCE

The insurance, if any, that will be carried upon the Condominium Property will be governed by the following provisions:

10.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property will be purchased by the Association from a fiscally responsible company authorized to do business in the State of Florida and will have a minimum term of one year. The named insured will be the Association individually and as agent for the Owners, without naming them, and as agent for their respective Mortgagees. Notwithstanding the certain types of insurance required to be obtained pursuant to this Article, in obtaining insurance the Board may consider such factors as availability and desirability of types of insurance and the market for insurance premiums in deciding which types of insurance and the amounts of coverage to obtain; provided, however, that in no event will the Association purchase less insurance (in terms of coverage or type) than is required by §718.111(11), *Florida Statutes*.

Provisions must be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Owners on request. Such policies must provide that payments by the insurer for losses must be made to the Association or the Insurance Trustee designated below, and all policies and endorsements on such policies must be deposited with the Association or the Insurance Trustee. The Board will endeavor to obtain, if reasonably available and where applicable, insurance policies that provide that the insurer waives its rights to subrogation as to any claim against Owners, the Association, or their respective agents or guests.

10.2 Personal Property of Owners. If desired, Owners may obtain insurance coverage on their personal property at their own expense and for their own personal liability and living expenses. Such insurance is not the responsibility of the Association.

10.3 Limited Common Elements. The Association may require an Owner with improvements placed or constructed on the Limited Common Elements appurtenant to the Owner's Unit (e.g., cabana, cottage, summer kitchen, hot tub, fire pit, or any improvements constructed on the balcony in accordance with Section 18.2) to obtain additional insurance, as determined by the Association from time to time in its reasonable discretion. In addition, an Owner with improvements placed or constructed on the Limited Common Elements appurtenant to the Owner's Unit agrees to indemnify the other Owners and the Association for any damage caused by or resulting from the improvements placed or constructed on the Limited Common Elements appurtenant to such Owner's Unit.

10.4 Coverage.

(a) Casualty. All buildings, infrastructure, and improvements that constitute Common Elements or Limited Common Elements must be insured in an amount equal to one hundred percent (100%) of the current replacement cost (as determined no less than every thirty-six (36) months), with the option of limiting

coverage on a peril specific basis per Section 10.3(a)(ii) below, exclusive of land, foundation and excavation costs, and all other items normally excluded from coverage, as determined by the Board from time to time. All Association Property must be insured for its replacement cost, as determined from time to time by the Board. All coverage purchased by the Association, including the coverage amount and the insurance company providing the coverage, is subject to the approval of the Mortgagee holding the greatest dollar amount of first mortgages against Condominium Parcels in the Condominium. Such approval is conclusively deemed given if such Mortgagee fails to notify the Association otherwise within ten (10) days after being notified by the Association of the proposed coverage amount and insurance company. To the extent such coverages are available and reasonably affordable, the board shall have the discretion to purchase coverage to afford protection against:

(i) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement;

(ii) Such other risks, including wind, flood, earthquake, terrorism, ordinance or law, an such other exposures as from time to time are customarily covered with respect to buildings similar in construction, location and use as the buildings on the Condominium Property, including all perils normally covered by the standard ISO special cause of loss form providing for "risk of direct physical loss" and more commonly called "all risk" subject to limitations and exclusions where such is available, including vandalism, malicious mischief, sprinkler leakage, sprinkler damage, water and flood damage, and such other coverage, as and to the extent available, that may from time to time be required by law or be deemed by the Board to be necessary, proper, and in the best interests of the Association as a whole;

(iii) The cost of demolition and debris removal; and

(iv) If the Condominium has central heating or cooling or the Common Elements contain a steam boiler, a broad form policy of repair and replacement steam boiler and machinery insurance (or endorsement) in the lesser of (i) the amount of the insurable value of the building housing the boiler, or (ii) $2,000,000 (or such other amount as the Board deems advisable).

The Owner of each Unit shall maintain ISO Special Form Property Insurance on all personal property, fixtures and Improvements contained within a Unit and the appurtenant Limited Common Elements, in the name of the Owner, and the Association shall be included as an additional insured. Copies of such policies, or certificates of insurance at the Board's discretion, shall be provided by the Owner to the Association annually by January 31st of each year. All such personal property, fixtures and Improvements contained within a Unit shall be insured by the Owner of the Unit for its full replacement value. Such insurance is not the responsibility of the Association.

(b) Public Liability. The Association will obtain and maintain in full force and effect commercial general liability insurance on an occurrence form (including bodily injury, libel, slander, false arrest and invasion of privacy coverage) and property damage insurance with such limits as the Board may from time to time determine, insuring the Association against any liability to the public or the Owners (and their guests, invitees, tenants, agents and employees) arising out of or incident to the ownership, existence, operation, management, maintenance or use of the Common Elements and any other areas under the control of the Association. The Owners will be included as additional insureds without naming them, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. Owners are responsible for their own Units and the liability associated with maintaining and ownership of a Unit. Owners may purchase insurance as they deem necessary with the Association added as an additional insured on a primary and non-contributory basis for this exposure. Except as required in this Declaration, nothing in this Declaration is to be construed to require the Board to obtain such coverage as a condition precedent to the Association conducting business. The insurance will cover claims of one (1) or more insured parties against other insured parties and the amount of the insurance will not be less than $1,000,000 with respect to injury or death to one (1) or more persons or property damage for any single occurrence. Such comprehensive policy of public liability insurance will include the following:

(i) Coverage for premises operation, contractual liability, products and completed operations, personal and advertising liability, liability for non-owned and hired automobiles, and, if applicable, bailee's liability, garage keeper's liability, host liquor liability, employer's liability,

and such other risks as will customarily be covered with respect to projects similar to the Condominium in construction, location, and use.

(ii) A cross liability endorsement under which the rights of a named insured under the policy will not be prejudiced with respect to an action against another insured.

(iii) A "severability of interest" endorsement which will preclude the insurer from denying liability coverage to an Owner because of the negligent acts of the Association or another Owner.

(iv) A provision or endorsement that no act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will void the policy or operate as a condition to recovery under the policy by any other person.

(c) Worker's Compensation. Worker's compensation insurance coverage is to be obtained to the extent necessary to meet the requirements of law.

(d) Fidelity Bond. Fidelity insurance coverage will be carried in the name of the Association for all officers, directors and employees of the Association and all other persons handling or responsible for funds of the Association. The total amount of fidelity bond coverage will be in at least the amount required for each such officer, director or employee as set forth in Article 718.111(11)(h), *Florida Statutes*.

(e) Directors' and Officers' Liability. If reasonably available, in the discretion of the Board, the Association will obtain a policy of directors' and officers' liability insurance in the amount as the Board determines, but in no event less than $1,000,000 per claim or aggregate occurrence.

(f) Other. Such other insurance may be carried as the Board determines from time to time to be desirable.

(g) Insurance Company and Amounts. Unless otherwise approved by the Board, any insurance required pursuant to this Article X shall be issued by a financially responsible insurance company licensed or approved to conduct business in the State of Florida with a rating of A-VI or better by The A.M. Best Company. During the term of this Declaration, the insurance industry may change, among other things, the scope of coverage afforded by the various policies of insurance named in this Declaration or the nomenclature by which the scope of coverages contemplated under the various policies of insurance named in this Declaration are known in the insurance industry. In the event of such or similar change, it is the intent of this Declaration and the obligation of the Association at all times during the term of this Declaration to maintain the scope of insurance coverage afforded at the date of this Declaration by the forms of the various policies of insurance named in this Declaration, to the extent that maintaining the same is reasonably or commercially practicable, regardless of the nomenclature by which such scope of coverages may be or become known in the insurance industry.

All insurance coverage amounts required pursuant to this Article X shall be reviewed and adjusted by the Board annually for increases recommended by insurance industry-recommended standards for property located in Lee County, Florida. Any increase in the coverage amounts shall be made by written notice from the Board to the Owners.

10.5 Premiums and Deductibles. Premiums on insurance policies purchased by the Association and any deductibles required under such policies are to be paid by the Association as a Common Expense. The Board may cause, as part of the Estimated Budget process, a reserve account to be established to pay the amount of deductibles, if any, on insurance policies purchased by the Association. In computing the deductible reserve account the Board may use any "expected life" calculation that it deems reasonable.

10.6 Review of Policies. Prior to obtaining any policy of property damage insurance or any renewal of such policies, and at such other intervals as the Board deems advisable, but in any event, at least once every three (3) years, the Board will obtain an appraisal from a general contractor or such other source as the Board may determine,

of the then current replacement cost of the property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) subject to insurance carried by the Association, without deduction for depreciation, for the purpose of determining the amount of property damage insurance to be secured pursuant to this Section.

10.7 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association are to be for the benefit of the Association, the Owners, and any Mortgagees as their interests may appear, and must provide that all proceeds covering property losses are to be paid to the Association or to a named Insurance Trustee (the "Insurance Trustee") if the Board so elects. All references to an Insurance Trustee in this Declaration apply to the Association if the Board elects not to appoint an Insurance Trustee. Any Insurance Trustee (if other than the Association) will be a commercial bank with trust powers authorized to do business in Florida or another entity with fiduciary capabilities acceptable to the Board. The Insurance Trustee is not liable for payment of premiums or deductibles or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee is to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated in this Declaration for the benefit of the Association, the Owners, and any Mortgagees in the following shares; provided, however, that such shares need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. Proceeds on account of damage to Common Elements and Limited Common Elements, when such Common Elements and/or Limited Common Elements are not to be restored, is to be held in undivided shares for each Owner, such share being the same as the undivided share in the Common Elements.

(b) Units. Proceeds on account of damage to Units when the building or Unit is not to be restored, will be held in undivided shares for the Owners of those Units.

(c) Mortgagees. If a Mortgagee endorsement has been issued, any share for an Owner will be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee has the right to determine or participate in the determination as to whether or not any damaged property is reconstructed or repaired, and no Mortgagee has any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such insurance proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Mortgagee has the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged interest if the damaged property is not reconstructed or repaired as permitted under this Declaration.

10.8 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee will be distributed to or for the benefit of the beneficial owners of such proceeds in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee are to be paid first or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds will be paid to defray the cost of such repair or reconstruction as provided in this Declaration. Any proceeds remaining after defraying such cost will be distributed to the Owners and any Mortgagees in accordance with their respective interests, the remittance being made payable to the Mortgagee to the extent of the amount outstanding (principal, interest, and other costs and expenses secured thereby) under its mortgage (as certified in writing by each Mortgagee to the Association). This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner provided in this Declaration that the damage for which proceeds are paid will not be reconstructed or repaired, the proceeds are to be distributed to the Owners and Mortgagees, remittances to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Mortgagee.

(d) Certificate. In making distribution to Owners and any Mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the Owners, Mortgagees, and their respective shares of the distribution.

10.9 Association as Agent and Attorney-in-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purposes of dealing with the Condominium upon its damage or destruction or a complete or partial taking as provided in Article XI below. In addition, the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Board, is hereby appointed as attorney-in-fact under this Declaration for the purpose of purchasing and maintaining insurance under this Article X and to represent the Owners in any condemnation proceeding under Article XI below, including the collection and appropriate disposition of the proceeds of such insurance or any condemnation award; the negotiation of losses and the execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association shall obtain and maintain insurance policies in accordance with Chapter 718.

XI. RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Obligation to Reconstruct or Repair. Subject to applicable law, if any part of the Condominium Property is damaged by casualty, whether or not it will be reconstructed or repaired will be determined in the following manner:

(a) Common Elements and Limited Common Elements. If the damaged improvement is a Common Element or a Limited Common Element, then the damaged property will be reconstructed, replaced or repaired, unless it is determined that the Condominium will be terminated because of damage to Units as set forth in Section 11.1(b) below. If the insurance proceeds are insufficient to cover the cost of reconstruction, replacement or repair, the Association has the obligation to impose and collect a special assessment as provided for in Section 11.4 below.

(b) Units.

(i) Minor Damage. If the damage is to Units and if less than fifty percent (50%) of the Units are found by the Board to be untenantable, the damaged property is to be reconstructed or repaired.

(ii) Major Damage. If the damage is to Units and if fifty percent (50%) or more of the Units are found by the Board to be untenantable, then the damaged property is to be reconstructed or repaired unless within sixty (60) days after the casualty, the holders of a majority of all of the votes of the Association agree in writing to not reconstruct or repair and to terminate the Condominium. No Owner may vote not to reconstruct or repair without the consent of such Owner's Mortgagee.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and attested by its secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the damaged property as originally constituted, or in lieu thereof, according to the Master Declaration and plans and specifications approved by the Board.

11.3 Estimates of Cost. As soon as practical after an event causing damage to or destruction of any part of the Condominium, the Board will obtain an estimate or estimates that it deems reliable and complete, which estimate(s) details the costs of repair, replacement and reconstruction of those parts of the Condominium for which the Association has the responsibility of reconstruction, replacement and repair. Immediately after receipt of such estimate(s), a determination will be made pursuant to Section 11.1 whether to rebuild, replace, or repair the damaged property for which the Association has the responsibility of reconstruction, replacement, and repair.

11.4 Assessments. The proceeds received from an insurance policy carried by the Association will be used for any repair, replacement and reconstruction provided for in this Article XI. The Board will also utilize those amounts held in reserve in the deductible reserve required by Section 10.4 for such purposes. In addition, the Board is authorized, in its reasonable discretion, to also utilize those amounts held in reserve for capital improvement for such purposes; provided, however, that funds held in reserve may only be utilized for the replacement, repair or reconstruction of the particular items for which the particular reserve account has been designated except as otherwise permitted by law.

If the proceeds of insurance (plus the additional funds described in this Article) are not sufficient to defray the estimated costs of reconstruction, replacement or repair by the Association, or if at any time during reconstruction, replacement or repair or on completion of reconstruction, replacement or repair, the funds from insurance for the payment of the costs of reconstruction, replacement or repair are insufficient, special assessments are to be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Such special assessments will be in proportion to the Owners' respective obligations for Common Expenses.

11.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which consist of proceeds of insurance held by the Association or the Insurance Trustee, funds held in reserves as described in Section 11.4, and funds collected by the Association through assessments against Owners, will be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that are the responsibility of the Association is more than two hundred fifty thousand dollars ($250,000.00), then the sums paid upon such assessments will be deposited by the Association with the Insurance Trustee (if other than the Association). In all other cases the Association will hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Owners on account of such casualty, will constitute a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than two hundred fifty thousand dollars ($250,000.00), then the construction fund will be disbursed in payment of such costs on the order of the Board; provided however, that on request by a Mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund is to be disbursed in the manner provided for the reconstruction, replacement or repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction, replacement or repair that are the responsibility of the Association is more than two hundred fifty thousand dollars ($250,000.00), then the construction fund is to be applied by the Insurance Trustee to the payment of such costs, and paid to or for the account of the Association from time to time as the work progresses, but not more frequently than once in any calendar month. The Insurance Trustee must make payments on the written request of the Association for withdrawal of insurance proceeds accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by an officer of the Association and by an architect or other licensed consultant in charge of the work, who is to be selected by the Board, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested does not exceed the value of the services and material described in the certificate; that except for the amount stated in such certificate to be due, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, that might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work against the Condominium Property; and

that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds or other funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(iii) Surplus. If there is a balance in a construction fund after payment of all costs of the reconstruction, replacement or repair for which the fund is established, such balance is to be distributed to the Owners and their Mortgagees in proportionate shares on the basis of allocation of the Condominium Common Expenses under Section 6.1 above, made payable to the Owner and their Mortgagee, if any.

(iv) Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee is not required to determine any of the following: (i) whether sums paid by the Owners on assessments are deposited by the Association with the Insurance Trustee; (ii) whether the disbursements from the construction fund are to be on the order of the Association or approval of an architect or otherwise; (iii) whether a disbursement is to be made from the construction fund; (iv) the identity of the payee; or (v) the amount to be paid. Instead, the Insurance Trustee may rely on a Certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is required in this instrument to be named payee, the Insurance Trustee must also name the Mortgagee as a payee of any distribution of insurance proceeds to an Owner; and further provided, that when the Association, or a Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association must be first obtained by the Association prior to disbursements in payment of costs of reconstruction, replacement or repair.

XII. USE RESTRICTIONS

The use of the Condominium Property will be in accordance with the Master Declaration and with the following provisions so long as the Condominium exists:

12.1 Personal Use Restriction. Use of all Units and the facilities of the Condominium by Owners is limited solely to the personal residential use of Owners, their guests, invitees, and lessees and for residential uses by corporations and other entities owning such Units. Use of Units or the facilities of the Condominium by Owners for commercial purposes or any purposes other than the personal use described in this Declaration is expressly prohibited. "Commercial purpose" includes use by an Owner that the Board, in its discretion, could reasonably conclude constitutes a commercial enterprise or practice; provided, however, that "commercial purpose" does not include rental or leasing of the Unit to a residential tenant. The restrictions of this Section 12.1 do not apply to the Developer and its designees.

12.2 Nuisances. No nuisance will be allowed on the Condominium Property, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage will be allowed to accumulate nor any fire hazard allowed to exist. All Common Elements will be kept free for their intended use, and must in no event be used as storage areas, either on a temporary or permanent basis. No clothing, towels, bedding, or other similar items may be dried or aired in any outdoor area or hung over or on balconies. No Owner may make or cause to be made any noises, or use musical instruments, radios, televisions, amplifiers, or other such equipment in a manner that may tend to disturb other Owners. No Owner may permit any use of the Condominium Property that will increase the cost of insurance on the Condominium Property. The restrictions of this Section 12.3 do not apply to the Developer with respect to the ordinary operation of commercial activities on the Condominium Property or to the Association or Management Company with respect to the ordinary operation, maintenance or management of the Condominium Property.

12.3 Garages and Parking Spaces. Garages and certain Parking Spaces shown on Exhibit "A" will be designated Limited Common Elements appurtenant to the Unit to which the Garage and/or Parking Space is

assigned pursuant to Article XXIII. Additional limitations concerning parking and storage are set forth in Article XXIII. An Owners' guests may use parking spaces in the guest parking area as designated on Exhibit "A" of the Declaration. The Developer or the Board hereby reserve the right, from time to time, to require Owners to use parking passes, parking stickers, or some other manner of designating ownership of a Unit in connection with all vehicles that are parked on the Condominium Property.

12.4 Alteration or Damage. No Owner or guest, invitee, or lessee of such Owner may alter the Common Elements, Limited Common Elements, or the exterior of the Units except for permitted alterations made in accordance with this Declaration. No Owner or guest, invitee, or lessee of such Owner may deface, mar, or otherwise damage any part of the Condominium Property. In the event of non-permitted alteration or damage, the Owner for itself or on behalf of any non-paying guests, invitee or licensee of such Owner will be liable for the cost of restoration or repair. If a Unit or facility is rendered unusable due to the intentional or negligent act or omission of an Owner, guest, invitee, or lessee of such Owner, the Owner also will be responsible for the cost of securing alternative accommodations or facilities of comparable quality and location until the damaged accommodations or facilities are repaired.

12.5 Condominium Rules and Regulations. Reasonable rules and regulations concerning the use of Condominium Property may be promulgated and amended from time to time by the Board in the manner provided by the Bylaws. If the Board has assigned or assigns all of its rights and obligations to promulgate and amend the Condominium Rules and Regulations to the Management Company, the Management Company may promulgate and amend the Condominium Rules and Regulations in accordance with this Section 12.5.

12.6 Developer's Use. The Developer may make such use of the Condominium Property as may facilitate the sale or lease of Units or interests in other properties developed by the Developer or its affiliates, including showing of the property and the display of signs and other promotional devices.

12.7 Leases. Units may be leased or rented pursuant to the following terms and conditions:

(a) Prior to the rental or lease of any Unit, the Owner shall notify the Board in writing of the name and address of the person to whom the proposed rental or lease is to be made, the terms and conditions thereof, and a fully completed tenant information sheet, as promulgated by the Board from time to time, which tenant information sheet shall include a statement of the tenant's obligation to comply with the Condominium Documents signed by the proposed Tenant, together with a copy of the fully executed rental or lease agreement. Failure to comply with any of these requisites shall be deemed a breach hereof, and any rental or lease in contravention of this Section 12.14 shall be null and void and confer no right, title, or interest to the intended lessee.

(b) The Board shall have the right to require that a substantially uniform form of lease be used. No Unit shall be leased for less than three (3) months. No Unit shall be leased more than two (2) times in one year. No lease may be renewed more than one (1) time in one year. No lease shall be for a period of more than one (1) year nor shorter than three (3) months. The proposed lessees together with their family or other occupants shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Notwithstanding the lease of a Unit, the liability of the Owner under this Declaration shall continue in full force and effect.

(c) Any and all lease agreements must contain a provision stating that the lessee agrees to be bound by the terms and provisions of the Condominium Documents. In the event of any violation of the Condominium Documents by the lessee, the Association shall have the right to pursue such rights and remedies as it may have under Chapter 718 and the Condominium Documents directly against the lessee. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Board) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special charge may be levied against the Owner's Unit for such injury or damage. All leases are made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

(d) The provisions of this Section 12.14 shall not be applicable to any proposed lease or transfer to the transferor's spouse or children or to a corporation wholly owned by the Owner or to the sole owner of

the stock of a corporate Owner or to a trust for the sole benefit of the lessor or transferor and/or such transferor's family members.

(e) Nothing shall prohibit the Developer from leasing Units that are owned by the Developer.

(f) Notwithstanding anything herein to the contrary, no cabana or cottage Limited Common Element may be rented separately from the Unit to which it is appurtenant. Moreover, if the Unit to which a cabana or cottage Limited Common Element is rented, then the Owner of the Unit may, but is not obligated to, include the cabana and/or cottage Limited Common Element as part of the rented property; however, if the Owner does not include the cabana and/or cottage Limited Common Element as part of the rented property, then no person, including such Owner, and the Owner's family, guests, and invitees, may use the cabana and/or cottage Limited Common Element during the term of the lease.

12.8 Association Access to Units. Access to Units and their Common Elements shall be granted by that Unit's Owner or tenant upon request of the Association for purposes enumerated in the Rules and Regulations or in Sections 4.1(a), 7.3, or 12.9 of this Declaration; provided that, in the case of any emergency, the Association may access a Unit by any means necessary. While accessing a Unit, the Association must use care to minimize any damage to the Unit; however, the Association shall not be liable for any damage done in the course of accessing such Unit if the Owner does not provide a set of keys, access card or code to the Association. At least twenty-four (24) hours' notice must be given prior to entry and access to each Unit, except in the case of an emergency. No Owner may change the locks to such Owner's Unit without so notifying the Association and delivering to the Association a new set of keys (or access card or code, as may be applicable) to such Unit. All references to Unit in this Section 12.16 include any portions of the Unit.

12.9 Hurricane Shutters. The Board shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles, and materials for hurricane shutters. For purposes of this Section 12.19, hurricane shutters may include shutters, impact glass, or other code-compliant windows or hurricane protection that complies with or exceed the applicable building code. Subject to the provisions of Article V, the Association shall approve the installation or replacement of hurricane shutters conforming with the Board's specifications. The Board, may, with the approval of a majority of voting interests in the Condominium, install hurricane shutters, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if lamination or impact glass, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install hurricane shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. An Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare such Owner's Unit prior to such Owner's departure by designating a responsible firm or individual to care for such Owner's Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association. If the Board does not elect to install hurricane shutters as set forth above, the responsibility for installation, maintenance, repair, and replacement of hurricane shutters shall belong to the Owner.

12.10 No Timeshare Estates. The Condominium will never contain timeshare estates or timeshare licenses. This provision may only be amended in accordance with §718.110(8), *Florida Statutes*.

12.11 Life Safety Systems; Post Tension Cables. No Owner shall make any additions, alterations or improvements to the life safety systems and/or any other portion of the Condominium Property that may impair the life safety systems or access to the life safety systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain, or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Identification and emergency signage shall not be altered or removed by the Owner whatsoever. This includes any emergency doors from the stairways into a Unit (in compliance with applicable building code). In addition, the building's floors and ceilings have been constructed using a structural post tension cable system. The cables span the entire floor in both directions with spacing between cables as close as three inches. Those portions which are located within the Condominium Property are Common Elements. No Owner, tenant, guest, invitee, contractor, or otherwise shall

cause the penetration of any floor or ceiling slabs because of the presence of post tension cables. Any penetration of the concrete slab floor or ceiling may break or weaken the post tension cabling system, the result of which may be structural damage to the building and serious bodily injury including death to any persons in the vicinity of the disturbed cables, even persons in adjacent Units through which the post tension cable passes. Any Owner who violates this provision shall be responsible for the cost of repair of any damage to the post tension cabling system and any related personal injury or property damage resulting from the Owner's violation. Moreover, the Association may levy a fine for violations of this provision.

12.12 Relief by Board. The Board has the power (but not the obligation) to grant relief in appropriate circumstances from the provisions of specific restrictions contained in this Article XII or the Condominium Rules and Regulations for good cause shown.

12.13 Guest Suite. The guest suites may not be rented for transient occupancy and may be used only by non-paying guests of an Owner. The Board, in the Board's discretion, is entitled to promulgate rules and regulations concerning the use of the guest suites for the temporary and exclusive use and occupancy by the guests of a Unit Owner to the exclusion of others. Each guest utilizing the guest suite shall bear the sole risk of loss with respect to any personal property owned by such guest or any other person (other than the Association) within the guest suite.

12.14 Cabanas. No person or party may enter, stay or dwell on or about a cabana Limited Common Element for the purpose of residential use or overnight accommodation. In addition, the Board shall have the power and authority to promulgate additional use restrictions regarding the cabana Limited Common Elements as the Board deems appropriate, in its sole discretion.

XIII. ALIENABILITY OF CONDOMINIUM PARCELS

13.1 Association Approval. The right of Owners to sell, transfer, assign, or mortgage their Condominium Parcel is not subject to the approval of the Association. Accordingly, a proper transfer or conveyance of the Condominium Parcel will not require the written approval of the Association. Notwithstanding the prior sentence, an Owner is required to notify the Association of the sale of such Owner's Condominium Parcel and any new Owner is required to provide the Association with a copy of the recorded deed of conveyance into such new Owner. Rental and leasing of Units is governed by Article XII. In accordance with §718.106(2)(b), *Florida Statutes*, this Declaration contains restrictions on conveyances of use rights to Limited Common Elements.

XIV. RIGHTS OF DEVELOPER

Notwithstanding anything in this Declaration to the contrary, and in addition to any other rights which may be reserved to Developer in this Declaration, Developer has the following rights:

14.1 Alteration of Unit and Limited Common Element Boundaries. Developer reserves the right to change the interior design and arrangement of any Unit so long as Developer owns the Unit changed and altered, and provided the change is reflected by an amendment to this Declaration. Such an amendment for the purpose of altering the interior design or arrangement of a Unit must be signed and acknowledged only by Developer and need not be approved by Owners or the Association, whether or not elsewhere required for an amendment, except that no change may be made by Developer which would conflict with Chapter 718 and Article V.

14.2 Alteration of Unit's Interior Design. Developer reserves the right to change the interior design and arrangement of any Unit so long as Developer owns the Unit changed and altered, and provided the change is reflected by an amendment to this Declaration. Such an amendment for the purpose of altering the interior design or arrangement of a Unit must be signed and acknowledged only by Developer and need not be approved by Owners or the Association, whether or not elsewhere required for an amendment, except that no change may be made by Developer which would conflict with Chapter 718 and Article V.

XV. COMPLIANCE AND DEFAULT

15.1 Compliance and Default. Each Owner is governed by and must comply with the Condominium Documents as they may be amended from time to time. Failure of an Owner to comply with the Condominium Documents will entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of the Condominium Documents, including an action for damages, an action for injunctive relief, or an action for declaratory judgment. All provisions of this Declaration are enforceable equitable servitudes that will run with the land and be effective until the Condominium is terminated.

15.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner to comply with the Condominium Documents as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding, and recover such reasonable fees for attorneys, paralegals, and legal assistants as may be awarded by the Court, including, but not all proceedings in bankruptcy and probate.

15.3 No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction, or other provision of Chapter 718 or the Condominium Documents will not constitute a waiver of the enforcement right.

15.4 Injunctive Relief. The Association may seek an injunction from a court of equity to compel compliance with or prohibit violation of the Condominium Documents regardless of whether an adequate remedy at law exists.

15.5 Choice of Law and Forum; Governing Law; Waiver of Jury Trial. The interpretation, application, enforcement, performance of, or any other matter related to, this Declaration will be governed by the laws of the State of Florida. The Association, each Owner, the Developer, the Management Company, and any other party claiming rights or obligations by, through, or under this Declaration, each waive any right it may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, construction, validity, enforcement of, or performance under, this Declaration or any other agreement or instrument executed in connection with this Declaration. Except for the matters subject to alternative dispute resolution pursuant to §718.1255, *Florida Statutes*, the Lee Courts will be the exclusive forum for any dispute, proceeding, suit or legal action concerning the interpretation, construction, validity, enforcement of, performance under, or related in any way to, this Declaration or any other agreement or instrument executed in connection with this Declaration. In the event any such suit or legal action is commenced by any party, the other parties agree, consent and submit to the personal jurisdiction of the Lee Courts with respect to such suit or legal action. Each party waives any and all rights under applicable law or in equity to object to jurisdiction or venue in any judicial or non-judicial forum other than the Lee Courts.

XVI. AMENDMENTS

16.1 By Owners. This Declaration may be amended at any regular or special Association meeting, called and convened in accordance with the provisions of the Bylaws, upon the affirmative vote of a majority of the total voting interests in the Condominium, unless a different vote is required by the specific provisions of this Declaration. Each such amendment of this Declaration will be evidenced by an instrument in writing, signed and acknowledged by any two (2) officers of the Association, setting forth the full text of such amendment, the appropriate recording data of this Declaration, and certifying that such amendment has been approved by the affirmative vote of a the necessary amount of votes. The amendment will become effective on the recording of the amendment among the Public Records of Lee County, Florida. No amendment which materially affects the rights and privileges of Developer, as determined by Developer in its sole discretion, will become effective unless and until approved by the Developer for so long as the Developer owns any Unit. Furthermore, the Owners will have no power to enact any amendment to this Declaration which materially affects the rights of any Mortgagee of record, without first obtaining the written consent of such affected Mortgagee of record and provided further that such consent may not be unreasonably withheld.

16.2 By Developer. Except as prohibited by §§718.110(2), 718.110(4), and 718.110(8), *Florida Statutes*, Developer reserves the right to unilaterally amend this Declaration as it may deem appropriate in its sole discretion; as may be required by any lending institution, title insurance company, or public body; as may be

necessary to conform the Declaration to the requirements of law; to facilitate the operation and management of the Condominium; or to facilitate the sale of Units or interests in the Units. Any amendments to this Declaration that may be unilaterally made by Developer will become effective on the recording among the Public Records of Lee County, Florida, of an instrument executed solely by Developer, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration. No amendment of this Declaration permitted to be unilaterally made by Developer will be permitted if such amendment would prejudice or impair to any material extent the rights of the Owners as a whole or Mortgagees of record. The Developer may also make other amendments as may be reserved elsewhere in the Condominium Documents.

16.3 By South Florida Water Management District. Any amendment to the Condominium Documents which would affect the Surface Water Management System as permitted by the South Florida Water Management District, including any environmental conservation areas and any water management portions of the Common Elements, must be submitted to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the surface water management permit prior to becoming effective.

XVII. TERMINATION

The Condominium may be terminated in accordance with Chapter 718. In the event of such termination, all prohibitions against partition shall cease to be effective, and the Condominium Property will be owned in common by the Owners in the respective undivided percentages as set forth in Exhibit "D".

XVIII. DESCRIPTION OF DEVELOPMENT

18.1 Description of Development. The Condominium contains sixty seven (67) Units. The land that comprises the Condominium is set forth in Exhibit "A". As set forth in Exhibit "A", there are five (5) types of Units in the following general sizes:

UNIT TYPE	UNIT DESCRIPTION	NUMBER OF UNITS
01	4 Bedroom 4.5 Bathroom 4,397 Sq. Ft.	21
02	3 Bedroom 3.5 Bathroom 3,923 Sq. Ft.	21
03	4 Bedroom 4.5 Bathroom 4,397 Sq. Ft. (Unit 2103 = 3.5 Bathroom and 4,689 Sq. Ft.)	21
PH01	5 Bedroom 5.5 Bathroom 6,029 Sq. Ft.	2
PH02	5 Bedroom 5.5 Bathroom 6,124 Sq. Ft.	2
Total Number of Units		67

All measurements are approximations of air-conditioned space (measured painted surface to painted surface). Additionally, each Unit will have appurtenant to it Limited Common Elements consisting of those items designated

in this Declaration or on Exhibit "A" to be Limited Common Elements including the Garages, Parking Spaces, Storage Spaces, cabanas, and/or cottages assigned in accordance with Article XXIII, and the balconies (including any summer kitchen, hot tub, or fire pit Limited Common Element, or any other improvements constructed on the balcony in accordance with Section 18.2). The Limited Common Element balconies and/or storage areas for the Unit types may vary depending on the floor that the applicable Unit is located.

18.2 Balcony Limited Common Elements. The Owner of the balcony Limited Common Element has the right to construct any improvements in the airspace immediately above the unfinished surface area designated as the balcony Limited Common Element on Exhibit "A"; provided, however, that such Owner receives the prior written consent of an architectural review officer in accordance with Section 18.4. The ongoing maintenance expense and obligations of the balcony Limited Common Element will be in accordance with Section 7.1.

18.3 Authority to Renumber Units. The numbering system of designating Units utilized in Exhibit "A" will be the permanent system for designating Units; provided, however, the Board has the right, in its sole discretion, to permanently alter such system of differentiating Units, including the use of numbers, letters, or combinations of letters and numbers. Changes in the system of designating Units will be made permanent upon the Board's recordation in the Public Records of Lee County, Florida, of a Notice of Revised Unit Designations which contains a survey, floor, and plot plans depicting the revised unit designations in a form that is similar to Exhibit "A". The deed for any subsequent conveyance of a Unit should contain a reference to the change in the Unit designation system similar to the following: "Unit _____, formerly referred to as Unit ____,".

18.4 Architectural Review and Architectural Review Officer.

(a) Architectural Review. No improvements may be constructed, erected, or maintained on the unfinished surface area designated as the balcony Limited Common Element on Exhibit "A", nor shall any addition, change, or alteration to such improvements be made to any balcony Limited Common Element, or to the exterior or structural interior of a cabana or cottage Limited Common Element, until the plans and specifications showing the nature, kind, shape, height, materials, color, approximate cost, and location of the same have been submitted to and approved by the architectural review officer appointed by the Board from time to time ("ARO"), as set forth in this Section 18.4, as to safety, repair expenses, availability and expense of insurance, liability, conformity of design and location to the overall atmosphere, and a first class standard as determined by the ARO in its sole discretion. Any change in the materials, equipment, fixtures, or outward appearance of any improvement including, but not limited to, repainting in a different color or adding decorative sculptures will require approval by the ARO before any work is commenced. Disapproval of plans, specifications or location may be based upon any grounds, including purely aesthetic considerations, which the ARO, in its sole discretion deems sufficient. No addition, change, or alteration of an improvement on the unfinished surface area designated as the balcony Limited Common Element on Exhibit "A", shall cause an increase in insurance premiums or maintenance expenses of the Association. If the ARO fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required and compliance with this Section 18.4(a) will be deemed to have been granted. Failure of an Owner to obtain approval pursuant to this Section 18.4 will result in the Owner's liability for all costs and expenses resulting to the Condominium Property from the improvements on the unfinished surface area designated as the balcony Limited Common Element appurtenant to the Owner's Unit. Notwithstanding anything herein to the contrary, the Developer is not subject to the provisions of this Section 18.4.

(b) Architectural Review Officer. The Board may designate one or more persons as the architectural review officer in the Board's sole discretion. The Board may increase or decrease the number of persons who make up the composition of the ARO from time to time. The ARO shall have the following duties and powers:

(i) The ARO shall have the right to adopt, promulgate, rescind, amend, and revise rules and regulations governing architectural control; provided, however, such rules and regulations shall at all times remain consistent with the provisions of this Declaration;

(ii) The ARO shall have the right of specific approval or veto in its sole discretion, of all architectural, engineering, planning, contractors, and landscaping aspects of any improvement on the unfinished surface area designated as the balcony Limited Common Element on Exhibit "A";

(iii) The ARO may appoint one or more persons to make preliminary review of all applications and report recommendations to the ARO for ARO action on the recommendations;

(iv) The ARO shall consider all matters submitted for approval as to the safety, repair expenses, availability and expense of insurance, liability risk, conformity of design and location to the overall atmosphere, and a first class standard as determined by the ARO in its sole discretion;

(v) The ARO shall have the right to require the submission, for approval, of samples of building materials proposed or any other data or information necessary in its review process;

(vi) The ARO shall have the right to require an Owner to obtain certain insurance and to provide the ARO with proof of such insurance;

(vii) The ARO may require that a set of plans and specifications be submitted to the ARO prior to obtaining a building permit, which set of plans and specifications shall become the property of the ARO. The work contemplated must be performed in accordance with the plans and specifications as approved; and

(viii) As part of its review process, approval by the ARO must be received for any contractor(s) who will engage in any construction, renovation, addition, change, or alteration on the improvements on any unfinished surface area designated as the balcony Limited Common Element on Exhibit "A".

(c) Enforcement. The Board will provide written notice of any violation of the provisions of this Section 18.4 and failure to correct the violation within fifteen (15) business days after delivery of such notice shall give rise to the Association's right to enter upon the Condominium Property, make such corrections or modifications as are necessary or remove anything in violation of the provisions of this Section 18.4, and charge the cost of such corrections or modifications to the Owner responsible for the violation. Failure of an Owner to obtain approval pursuant to this Section 18.4 will result in the Owner's liability for all costs and expenses resulting to the Condominium Property from the improvements on the unfinished surface area designated as the balcony Limited Common Element appurtenant to the Owner's Unit. Should the Board be required or elect to enforce the provisions of this Section 18.4 by legal action, the reasonable attorneys' fees, other professionals' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees, other professionals' fees and costs incurred on appeal of such judicial proceedings and those incurred in all bankruptcy and probate proceedings, shall be collectible from the breaching Owner.

(d) Exculpation of Association and ARO. The ARO may accept, reject, or accept with conditions, such proposed plans and specifications, in its sole, absolute and unfettered discretion. The final plans and specifications, once approved by the ARO, comprise the "Approved Plans." The Association shall not have any responsibility for the adequacy of the Approved Plans or be subject to any liability to the Developer, Owners, or to any third parties in the event such plans, or the design represented thereby, is deficient in any manner, including without limitation, any violation of applicable laws or any defect in the design or construction of any building, structure or other aspect of the improvements constructed, erected, placed, or installed pursuant to or in accordance with the Approved Plans. Plans, specifications, and other materials submitted to and approved by the ARO shall not be reviewed or approved for their compliance with any applicable laws, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. The Developer, Owner, or any third party, shall not be entitled to and shall not bring any action, proceeding or suit against the Association, any member of the Association, any member of the Board, the ARO, or any member of the ARO, for the purpose of recovering any such damages or other relief in connection with the approval of such plans, specifications, or other materials.

XIX. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase, word, or other provision of the Condominium Documents will not affect the validity of the remaining portions.

XX. MERGER

This Declaration, the Association, and the Common Elements may be merged with the declaration of condominium, condominium association, and common elements of another independent and separate condominium to form a single condominium with the approval of a majority of the total number of voting interests and with the approval of all of the record owners of liens on the Units. In the event the consent and approval is obtained, a new or amended declaration of condominium and articles of incorporation and bylaws of the Association will be recorded and will contain provisions necessary to amend and modify the appurtenances to the Units and the percentages by which the Owners share the Common Expenses and own the Common Surplus and Common Elements, in order to create a consolidated single condominium.

XXI. CONDEMNATION

21.1 Defending Condemnation Actions. The Association is hereby empowered to defend and/or settle any action or threatened action with respect to the taking in condemnation of any portion of the Common Elements or any Unit or portion of any Unit. If there is a taking in condemnation or by eminent domain of all or any portion of the Condominium, each Owner will be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. In addition, all Mortgagees will be given timely notice of any such proceedings.

21.2 Total Taking by Condemnation. In the event of the taking of all of the real property and improvements of the Condominium by condemnation or the taking of substantially all of the real property and improvements of the Condominium such that, in the reasonable business judgment of the board, the Condominium is no longer operation, the Condominium will terminate and all awards received by Owners will be deposited with the Association, to be aggregated with all awards received directly by the Association. In the event that any Owner fails to deposit that Owner's award, the Board may either levy a charge against the non-depositing Owner in the amount of the award or set-off the amount of the award against the sums payable to the Owner. All funds which the Association receives in connection with the total taking of the real property and improvements of the Condominium, together with all other amounts which the Association is then holding, will be distributed in the same manner as excess insurance proceeds are distributed under Article X, subject to the Association's right to set-off.

21.3 Partial Taking by Condemnation. In the event of the taking of less than all of the real property and improvements of the Condominium by condemnation and upon the determination in the reasonable business judgment of the Board that the Condominium remains operational, the Condominium will continue as to those portions of the Condominium Property not taken and the awards for that taking will be deposited with the Association, even though the awards may be payable to Owners. If an Owner fails to deposit the Owner's award, the Board may either levy a charge against the non-depositing Owner in the amount of the award, or set-off the amount of the award against the sums, if any, payable to the Owner. In the event of a taking of less than all of the real property and improvements of the Condominium by condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole to the extent of the awards received with respect to the condemned Units and charges collected from non-depositing Owners, and portion of the Condominium Property damaged by the taking will be made usable in the manner provided below.

21.4 Association as Agent. The Association is irrevocably appointed as the agent for each Owner, Mortgagee, and other holder of a lien on a Unit, and for each Owner of any other interest in the Condominium, to represent them in any condemnation proceedings with respect to the Condominium Property, and to negotiate and settle all of their claims in such proceedings. Any funds received by the Association as agent for the Owners will be held in escrow and distributed in accordance with this Article.

21.5 Unit Reduced but Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit will be used for the following purposes in the order stated and the following changes will be effected in the Condominium:

(a) Restoration of Unit. The Unit will be made tenantable. If the cost of the restoration exceeds the amount of the award received and charges levied, the Association will obtain the additional funds required by levying a special assessment against all Owners.

(b) Distribution of Surplus. The balance of the award, if any, after restoration will be distributed to the Owner(s) and to the Mortgagees having an interest (and in accordance with such interest) in the Unit, the remittance being made payable to the Mortgagees to the extent of the amount outstanding (principal, interest, and other costs and expenses secured by the mortgage) under its respective mortgage (as certified by each Mortgagee in writing to the Association).

(c) Adjustment of Percentage Interest in the Common Elements. If the floor area of a Unit(s) is reduced by the taking, the percentage interest in the common elements appurtenant to each Unit will not be altered.

21.6 Unit Made Untenantable. If the taking is of the entire Unit or so reduces the size of a Unit that the Unit cannot be made tenantable, the award for the taking of the Unit will be used for the following purposes in the order stated and the following changes will be effected in the Condominium:

(a) Payment of Award. The lesser of (i) the market value of each such Unit immediately prior to the taking of the Unit or (ii) the total of the awards received plus charges levied with respect to such Unit, will be paid to the Owner and to each Mortgagee having an interest in the Unit in accordance with their respective interests, the remittance being made payable to the Mortgagee to the extent of the amount outstanding (principal, interest, and other costs and expenses secured by the mortgage) under its mortgage (as certified in writing by each Mortgagee to the Association).

(b) Addition to Common Elements. The remaining portion of the Unit, if any, will become part of the Common Elements and will be placed in condition for use by all Owners in the manner approved by the Board; provided that if the cost of the work exceeds the balance, if any, of the funds received by the Association as a result of the taking, the work will be approved in the manner required by this Declaration for further improvement of the Common Elements.

(c) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to those Units that continue as part of the Condominium will be adjusted to distribute the shares in the Common Elements appurtenant to the Unit which is no longer a Unit as a result of the taking among the reduced number of Owners. This will be done by restating the shares in the Common Elements of continuing Owners in accordance with the formula set forth in the attached Exhibit "D."

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the amount set forth in Subsection 21.6(a) and to place the remaining portion of the Unit in condition for use as a part of the Common Elements, the additional funds required for those purposes will be raised by a special assessment levied by the Association against all of the Owners who will continue as Owners after the changes in the Condominium effected by the taking. The special assessments will be made in proportion to the shares in the Common Elements of those Owners after the changes effected by the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Owner and the Mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value will be determined by arbitration in accordance with the then existing rules of the American Arbitration Association. A judgment upon the decision rendered by the arbitrator may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Owners, including Owners who will not continue to be Owners

after the proceedings, in proportion to the applicable percentage of shares of the Common Elements of such Owners as they exist prior to the adjustments to such shares affected pursuant to this Section by reason of the taking.

21.7 Taking of Common Elements. Awards for the taking of Common Elements will be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work exceeds the balance of the funds from the awards for the taking and any charges levied with respect to the taking, the work will be approved in the manner required in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, may be distributed to the Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation or retained by the Association. If the Association decides to distribute the balance and if there is a mortgage of an Owner's interest in a Unit, the distribution will be made to the Mortgagee to the extent of the amount outstanding (principal, interest, and other costs and expenses secured by the mortgage) under its mortgage (as certified in writing by each such Mortgagee to the Association).

21.8 Interruption of Use. In no event is any interruption of use to be deemed to relieve affected Owners from any obligation to pay assessments due under this Declaration.

21.9 Amendment of Declaration. The changes in Units, the Common Elements, and the shares of the Common Elements that are effected by condemnation will be evidenced by an amendment to this Declaration.

XXII. ESTOPPEL CERTIFICATES

Any Owner, the Association, or Developer, the case may be, shall, from time to time, within ten (10) business days after receipt of written or electronic request from any other Owner, Owner's designee, Mortgagee, Developer, or Association, as the case may be (the "Requesting Party"), execute, acknowledge and deliver to the Requesting Party or to any existing or prospective purchaser or mortgagee designated by the Requesting Party, a certificate (the "Estoppel Certificate") conforming with the requirements of Section 718.116(8), *Florida Statutes*, as amended.

XXIII. GARAGES, PARKING SPACES, STORAGE SPACES, COTTAGES, AND CABANAS

23.1 Description of Garages, Parking Spaces, and Storage Spaces. The Condominium contains (i) a two (2) story parking deck containing enclosed garages (each, a "**Garage**"), of which at least one (1) Garage will be appurtenant to each Unit, (ii) storage spaces (each, a "**Storage Space**"), of which at least one (1) Storage Space will be appurtenant to each Unit, and (iii) a limited number of unenclosed parking spaces (each, a "**Parking Space**"), some of which may be assigned as a Limited Common Element to a Unit(s) in accordance with this Article XXIII. At the time of recording this Declaration, as depicted on Exhibit "A," the Garages, certain Parking Spaces, and Storage Spaces will be deemed to be Limited Common Elements appurtenant to the Units owned by the Developer, until such time as the Limited Common Element is assigned by the Developer to an Owner in accordance with this Section 23.1. Parking Spaces not identified as Limited Common Element on Exhibit "A" are Common Element, the use of which is subject to regulation by the Association.

(a) Assignment of Garages, Parking Spaces, and Storage Spaces. The Garages and Storage Spaces shown on Exhibit "A" are Limited Common Elements appurtenant to the Unit to which such Garages and Storage Spaces are assigned pursuant to this Section 23.1. A certain number of Parking Spaces will be Limited Common Elements appurtenant to the Unit to which such spaces are assigned. Initially, Developer will assign the exclusive right to use the Garage, Parking Space, and Storage Space Limited Common Elements. Such assignment shall not be recorded in the public records of the county, but rather shall be made by way of instrument placed in the official records of the Association. The Association's list of Garage, Parking Space, and Storage Space Limited Common Element assignments shall be the official record of the Units to which such Limited Common Elements are appurtenant. No Unit may have appurtenant to it less than one (1) Garage Limited Common Element and one (1) Storage Space Limited Common Element. Subject to the foregoing, a Limited Common Element Garage, Parking Space, or Storage Space may be reassigned at any time, and from time to time, by the Board in order to comply with applicable federal, state, and local laws and regulations regarding or affecting handicap accessibility. The Board has the right to determine and establish the fair and equitable manner of reasonably assigning the handicap Garages

and/or Parking Spaces, including, but not limited to, the right to reassign a non-handicapped Owner's handicap Garage and/or Parking Space to a handicapped Owner.

(b) Use of the Garages, Parking Spaces, and Storage Spaces. The Garage, Storage Space, and/or Parking Space assigned to a particular Unit shall be Limited Common Elements appurtenant to the Unit to which such Garage, Storage Space, and/or Parking Space are assigned. Consequently, the Owner of the Unit to which a Garage, Storage Space, and/or Parking Space is appurtenant has the exclusive right to use such Garage, Storage Space, and/or Parking Space or allow its tenants, guests, invitees, or lessees to use such Garage, Storage Space, and/or Parking Space. Each Owner may use the Garage, Storage Space, and/or Parking Space appurtenant to such Owner's Unit in accordance with the Condominium Rules and Regulations, as promulgated by the Board from time to time. Each Owner is responsible for any damage caused by such Owner, such Owner's tenants, guests, invitees, or lessees, to the Condominium Property or to other automobiles resulting from the use of the Condominium's Garage, parking facilities or storage facilities. Trailers, boats, jet skis, wave runners, or other water craft, or commercial vehicles (excluding those vehicles owned by the Developer or the Management Company that are used in connection with construction, maintenance, or marketing activities, and excluding those vehicles which have received advance written consent of the Management Company) may not be parked on the Condominium Property except in an Owner's Garage. No items whatsoever may be stored on or within any Parking Spaces; provided, however that motorcycles may be kept in an Owner's Garage or Parking Space Limited Common Element. Bicycles may not be stored on the Condominium Property except in an Owner's Unit, Garage/Parking Space/Storage Space, or such areas designated for this purpose.

(c) Separate Conveyance by Owner of Garages and Parking Space/Storage Space Limited Common Element. Notwithstanding anything in this Declaration to the contrary and notwithstanding any amendment to this Declaration to the contrary, no Garage/Parking Space/Storage Space Limited Common Element may be separately conveyed from the Unit to anyone, except that such Limited Common Elements may be conveyed by the then current Owner to another Unit Owner separate and apart from the Unit to which such Garage/Parking Space/Storage Space is appurtenant, so long as each Unit has at least one (1) Garage Limited Common Element and one (1) Storage Space Limited Common Element appurtenant to it. Consequently, subject to the quantity limitations set forth in this Section 23.1, Owners of a Garage/Parking Space/Storage Space Limited Common Element may convey such appurtenances to the Owner's Unit to the Owner of another Unit without the approval of the Association; provided, however, the steps outlined in this Section 23.1 must be followed to properly effectuate such a conveyance. In order to properly convey a Garage/Parking Space/Storage Space Limited Common Element, (i) an Owner must execute an assignment of the Garage/Parking Space/Storage Space; (ii) the assignment must describe such Garage/Parking Space/Storage Space Limited Common Element by reference to the numerical designation of the Garage/Parking Space/Storage Space so conveyed as set forth in Exhibit "A" as amended from time to time; (iii) the assignment must set forth the Unit number of the Owner who is the assignor; (iv) the assignment must set forth the Unit number of the Owner who is the assignee; (v) the assignment must otherwise be in the form of assignment approved in advance by the Board; (vi) although the Association's permission for the conveyance of a Garage/Parking Space/Storage Space Limited Common Element is not required, the Owner who is the assignee of such Garage/Parking Space/Storage Space Limited Common Element(s) must provide a copy of the assignment to the Association no more than ten (10) days after the assignment is executed; and (vii) the Board must file the assignment in the official records of the Association and update the official records of the Association accordingly. The assignee Owner is responsible for compliance with the requirements of this Section 23.1 and all costs and expenses associated with such compliance. Upon the assignment of a Garage/Parking Space/Storage Space Limited Common Element, such Garage/Parking Space/Storage Space Limited Common Element will be deemed to be a Limited Common Element appurtenant to the newly designated Unit. Notwithstanding anything herein to the contrary, the Board may reassign a Garage, Parking Space, or adjacent Storage Space at any time, and from time to time, in order to comply with applicable federal, state, and local laws and regulations regarding or affecting handicap accessibility.

23.2 Description of Cottages and Cabanas. The Condominium contains a limited number of cottages and cabanas, which will be deemed to be Limited Common Elements appurtenant to the Unit to which such Limited Common Elements are assigned. At the time of recording this Declaration, as depicted on Exhibit "A," the cottages and cabanas will be deemed to be Limited Common Elements appurtenant to the Units owned by the Developer, until such time as the cottage or cabana Limited Common Element is assigned by the Developer to an Owner in accordance with this Section 23.2.

(a) Assignment of the Cottages and Cabanas. The cottage and cabana Limited Common Elements will be assigned pursuant to a deed conveyance issued by the Developer upon the closing of a sale on a Unit. The cottages and cabanas are Limited Common Elements appurtenant to the Unit designated on such deed. The Association shall maintain in its official records a list of the Units to which the cottage and cabana Limited Common Elements are appurtenant.

(b) Use of the Cottages and Cabanas. The cottage and/or cabana assigned to a particular Unit shall be Limited Common Elements appurtenant to the Unit to which such cottage and/or cabana is assigned. Consequently, subject to Section 12.7(f), the Owner of the Unit to which a cottage and/or cabana is appurtenant has the exclusive right to use such cottage and/or cabana or allow its tenants, guests, invitees, or lessees to use such cottage and/or cabana. Each Owner may use the cottage and/or cabana appurtenant to such Owner's Unit in accordance with the Condominium Rules and Regulations, as promulgated by the Board from time to time. Each Owner is responsible for any damage caused by such Owner, such Owner's tenants, guests, invitees, or lessees, to the Condominium Property resulting from the use of the cottage and/or cabana.

(c) Separate Conveyance by Owner of Cottage and Cabana Limited Common Elements. Notwithstanding anything in this Declaration to the contrary and notwithstanding any amendment to this Declaration to the contrary, no cottage and/or cabana Limited Common Element may be separately conveyed to anyone except that such Limited Common Elements may be conveyed by the then current Owner to another Unit Owner separate and apart from the Unit to which such cottage and/or cabana is appurtenant. Consequently, Owners of a cottage and/or cabana Limited Common Element may convey such appurtenances to the Owner's Unit to the Owner of another Unit without the approval of the Association; provided, however, the steps outlined in this Section 23.2 must be followed to properly effectuate such a conveyance. In order to properly convey cottage and/or cabana Limited Common Elements, (i) an Owner may only use a deed executed with the formalities of a deed conveying real property; (ii) the deed must describe such cottage and/or cabana Limited Common Element by reference to the numerical designation of the cottage and/or cabana so conveyed as set forth in Exhibit "A" as amended from time to time; (iii) the deed must set forth the Unit number of the Owner who is the grantor; (iv) the deed must set forth the Unit number of the Owner who is the grantee; (v) the deed must otherwise be in the form of deed approved in advance by the Board; (vi) the deed must be recorded in the Public Records of Lee County, Florida; and (vii) although permission for the conveyance of a cottage and/or cabana Limited Common Element is not required, the Owner who is the grantee of such cottage and/or cabana Limited Common Element(s) must provide a copy of the deed to the Association no more than ten (10) days after the deed is executed. The grantee Owner is responsible for compliance with the requirements of this Section 23.2 and all costs and expenses associated with such compliance. Upon the recording of the deed to a cottage and/or cabana Limited Common Element in accordance with the provisions of this Section 23.2, such cottage and/or cabana Limited Common Element will be deemed to be a Limited Common Element appurtenant to the newly designated Unit.

XXIV. MISCELLANEOUS

24.1 Notices. Except as may be otherwise provided in this Declaration, any notice, demand, request, consent, approval or communication under this Declaration shall be in writing and shall be deemed duly given or made: (i) when deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed to the person at the last known address of the person; (ii) when delivered personally to the person at the last known address of the person; (iii) when deposited with a reliable overnight courier service, fee prepaid, with receipt of confirmation requested, addressed to the person at the last known address; or (iv) when delivered by email transmission with confirmed receipt of transmission. An Owner may designate a different address for receiving notices hereunder by notice to the Association. Association shall also notify all Owners of any change in address. Except as provided specifically in Chapter 718, all notices to any Owner will be sent by first class mail to the Condominium address of such Owner, or such other address as may have been designated by such Owner from time to time, in writing, to the Association. All notices to any Mortgagee will be sent by first class mail to their respective addresses, or such other address as such Mortgagee from time to time may designate such other address as, in writing to the Association. All notices will be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which will be deemed to have been given when received, or five (5) business days after proper mailing, whichever will first occur.

24.2 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of such Owner's occupancy, will be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and Condominium Documents are fair and reasonable in all material respects.

24.3 Execution of Documents: Attorney-in-Fact. Without limiting the generality of other Articles or Sections of this Declaration and without such other Articles or Sections limiting the generality of this Section 24.3, each Owner, by reason of the acceptance of a deed to a Unit, agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be amended, and each such Owner further appoints the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section 24.3 may not be amended without the consent of the Developer.

24.4 Gender: Plurality and Include. Wherever the context so permits, the singular will include the plural, the plural will include the singular, and the use of any gender will be deemed to include all or no genders. The term "include" and similar terms (*e.g.*, includes, including, included, comprises, comprising, such as, e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

24.5 Captions. The captions in this Declaration and in the Exhibits annexed to this Declaration are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision of this Declaration or the Exhibits annexed to this Declaration.

24.6 Approval by Developer. In every instance where the approval or consent of the Developer is required, such approval or consent must be given in writing and signed by an authorized representative of the Developer. Furthermore, any approval, consent, decision, right, determination, election, or finding that is given, withheld, done, made, reserved, taken, or availed of, by the Developer may be in the Developer's sole, absolute, and unfettered discretion without any implied standard of reasonableness imposed on the Developer and without any requirement of due diligence.

24.7 References. Unless specifically noted otherwise, all references to any article, section, subsection, sentence, clause, phrase, word, or other provision are references to articles, sections, subsections, sentences, clauses, phrases, words, or other provisions in this Declaration.

24.8 Governing Law; Waiver of Jury Trial; Venue. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida. Any Owner and all other persons or entities, who may acquire any right, title, interest, lien, or encumbrance in or to all or any part of the Condominium Property subsequent or subordinate to this Declaration, waive any right any of them may now or hereafter have under Applicable Law, as it may exist from time to time, to a trial by jury with respect to any suit or legal action which may be commenced by any of them against any of the others concerning the interpretation, construction, validity, enforcement or performance of this Declaration or any other agreement or instrument executed in connection with this Declaration. If any such suit or legal action is commenced by any of them, each agrees, consents and submits to the personal jurisdiction of the Circuit Court in and for Lee County, Florida or the federal district court for the Middle District of Florida in Lee County, Florida, with respect to such suit or legal action, and each consents, submits to and agrees that venue in any such suit or legal action is proper in that court and county, and each waives any and all personal rights under Applicable Law, as it may exist from time to time, or in equity to object to the jurisdiction and venue in that court and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

[Signature on following page.]

IN WITNESS WHEREOF, the Developer has executed this Declaration this 21 day of December, 2022.

Witness:

Connie Hudkins
Witness Signature

CONNIE HUDKINS
Print Name

Witness Signature

JAMES O'DONNELL
Print Name

"Developer"

WSR-BONITA BAY 2, LLC, a Delaware limited liability company

By: _____

Print Name: Anthony Solomon

As its: Authorized Signatory

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this November 29th, 2022 by Anthony Solomon, Authorized Signatory of WSR-Bonita Bay, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Notary Public State of Florida
Crystal D Wilson
My Commission HH 019461
Expires 07/06/2024

Name typed, printed or stamped

My Commission Expires: 7/6/24

CONSENT OF MORTGAGEE

Starwood Property Mortgage Sub-12-A, L.L.C., a Delaware limited liability company ("Mortgagee"), by that certain Assignment of Interest under Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing and Assignment of Leases and Rents dated February 22, 2022 and recorded in Official Records as Instrument #2022000074825 of the Public Records of Lee County, Florida, is the owner and holder, in its capacity as administrative agent for the Lenders (defined in the Mortgage, defined below), of that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing, dated October 26, 2020 and recorded in Official Records as Instrument #2020000267083 of the Public Records of Lee County, Florida ("Mortgage"); which Mortgage encumbers that real property set forth in Exhibit "A" attached to the Declaration of Condominium of Omega at Bonita Bay Condominium, to be recorded in the Public Records of Lee County, Florida ("Declaration"), does hereby consent to the recording of, and subordinates its lien under the aforesaid Mortgage to, the Declaration.

This Consent shall not be construed as a joinder by Mortgagee to the Declaration or the assumption of any obligations or liability thereunder. Notwithstanding the execution of this Consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Developer under the Declaration nor shall this Consent affect the priority of the Mortgage lien or interest of the Mortgagee.

Subject to any subsequent releases of the lien of the Mortgage by Mortgagee in accordance with the Mortgage, the lien of the Mortgage is and shall continue to be a valid and continuing senior lien against: (i) all units established under the Declaration; and (ii) each unit's undivided interest in the common elements of the condominium established under the Declaration. This Consent shall not impair, abridge or otherwise affect the Mortgage, which shall remain in full force and effect or any renewal, extension or modification hereafter made thereto.

This Consent shall not be construed as a subordination to any matter or thing other than subordination of the lien of the Mortgage to the Declaration.

This Consent shall not operate to impair or subordinate in any respect the lien of the Mortgage to any of the rights granted in the Declaration to mortgagees and successors in interest to the owners of the units and to the mortgagees and successors in interest to the Developer, all of which rights are hereby reserved.

Whenever in this Consent any party is named or referred to, the successors and assigns of such party or parties shall be included, whether so expressed or not. All obligations, covenants and agreements contained in this Consent shall be binding on, and inure to the benefit of, the respective successors and assigns of the parties hereto whether so expressed or not.

Dated this 21st day of December, 2022.

Witnesses:

Printed Name: Dylan McDermid

Printed Name: Thomas Cosenza

Starwood Property Mortgage Sub-12-A, L.L.C,
a Delaware limited liability company

By: _____

Printed Name: Joseph B. Rothenberg

Title: Vice President

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 9, 2022 by Joseph B. Rothenberg, Vice President of STARWOOD PROPERTY MORTGAGE SUB-12-A, L.L.C., a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

VERNICE PRIGGS
NOTARY PUBLIC
State of Connecticut
My Commission Expires
October 31, 2027

EXHIBIT "A"

Legal Description

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

LYING IN TRACT 101 OF THE RECORD PLAT OF BONITA BAY UNIT FIFTY ONE, RECORDED IN PLAT BOOK 68, PAGE 15, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CONDOMINIUM BOOK _____ PAGE _____

LEGEND:

A/C	AIR CONDITIONING	I.R.	IRON ROD
B.M.	BENCHMARK	L=	LENGTH
(C)	CALCULATED	L.C.E.	LIMITED COMMON ELEMENT
C.C.R.	COLLIER COUNTY RECORDS	LB	LICENSED BUSINESS
C.E.	COMMON ELEMENT	(M)	MEASURED
CONC.	CONCRETE	O.R.	OFFICIAL RECORD BOOK
CB=	CHORD BEADING	(P)	PLAT
CD=	CHORD DISTANCE	P.B.	PLAT BOOK
CH=	CHORD BEARING & DISTANCE	P.C.	POINT OF CURVATURE
		PG.	PAGE
CL	CENTER LINE	P.K.	PARKER-KALON
C.M.	CONCRETE MONUMENT	P.R.M.	PERMANENT REFERENCE MONUMENT
COR.	CORNER	PROP.	PROPERTY
Δ=	DELTA OR CENTRAL ANGLE	P.T.	POINT OF TANGENCY
(D)	DEED	R=	RADIUS
D.B.	DEED BOOK	R.C.P.	REINFORCED CONCRETE PIPE
EL.	ELEVATION	REF.	REFERENCE
(F)	FIELD	R/W	RIGHT OF WAY
FD.	FOUND	TYP.	TYPICAL
F.D.O.T.	FLORIDA D.O.T.	SEC.	SECTION
F.P. & L.	FLORIDA POWER & LIGHT CO.	W/	WITH
FRAC.	FRACTION	WIT.	WITNESS
GOV'T	GOVERNMENT		
I.P.	IRON PIPE		

- ▲ SET "MAG" NAIL WITH DISC STAMPED LB6940
- ● SET 1/2" IRON ROD WITH CAP STAMPED LB6940
- ■ SET 4"x4" CONC. MONUMENT STAMPED LB6940
- △ FOUND NAIL AS NOTED
- □ FOUND CONC. MONUMENT AS NOTED
- ○ FOUND IRON PIPE OR IRON ROD AS NOTED
- DRAINAGE INLET
- DRAINAGE MANHOLE
- MITERED END SECTION
- LIGHT POLE
- CONCRETE POWER POLE
- WOOD POWER POLE
- GUY ANCHOR
- ELECTRIC BOX
- TELEPHONE BOX
- CABLE TV BOX
- WATER VALVE
- FIRE HYDRANT
- WATER BOX
- BACK FLOW ASSEMBLY
- FIRE DEPT. CONNECTION
- IRRIGATION VALVE
- IRRIGATION BOX
- SANITARY MANHOLE
- SANITARY SERVICE
- SIGN

SURVEY NOTES:

1. DATE OF LAST FIELD WORK: NOVEMBER 18, 2022.
2. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
4. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON SUBJECT PARCEL BY THIS FIRM.
5. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
6. BEARINGS AND COORDINATES HEREON ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS 2011)) AND ARE BASED THE CENTER LINE OF BONITA BAY BOULEVARD TO BEAR N01°33'53"E.
7. IMPROVEMENTS OTHER THAN THOSE SHOWN IF ANY WERE NOT LOCATED.
8. THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN.
9. OWNERSHIP OF ANY FENCE SHOWN HEREON IS UNKNOWN. INTERIOR FENCES WERE NOT LOCATED.
10. ACCORDING TO F.I.R.M. NO. 12071C0652G, MAP REVISED NOVEMBER 17, 2022, THE PROPERTY IS LOCATED IN FLOOD ZONE ZONE AE (EL. 10) AND (EL. 11). AS SHOWN. FLOOD ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM 1988.
11. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A FULL AND ACCURATE TITLE REPORT.
12. ELEVATIONS, SHOWN ARE IN FEET ABOVE NORTH AMERICAN VERTICAL DATUM 1988 AND ARE BASED ON A LEVEL LOOP BY THIS FIRM FROM NATIONAL GEODETIC SURVEY BENCH MARK "872 5269 E TIDAL" (PID=AD7879)(ELEVATION =3.53')



VICINITY MAP

SCALE: 1" = 10,000'

0 5000 10000

SCALE IN FEET

THE UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS OF OMEGA AT BONITA BAY CONDOMINIUM DESCRIBED ON SHEETS 1 THROUGH 70 OF THIS EXHIBIT "A" IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF OMEGA AT BONITA BAY CONDOMINIUM, AS RECORDED AS INSTRUMENT NUMBER _____ IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT INCLUDED IN THE CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS. THE UNDERSIGNED ALSO CERTIFIES THAT THIS BOUNDARY SURVEY IS IN COMPLIANCE WITH THE "STANDARDS OF PRACTICE AS PER CHAPTER 5J-17.050 THRU 052 F.A.C. PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Digitally signed by Scott A. Wheeler, PSM
Date: 2022.12.06 08:18:34 -05'00'

SCOTT A WHEELER (FOR THE FIRM - LB-6940) DATE SIGNED
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO.5949

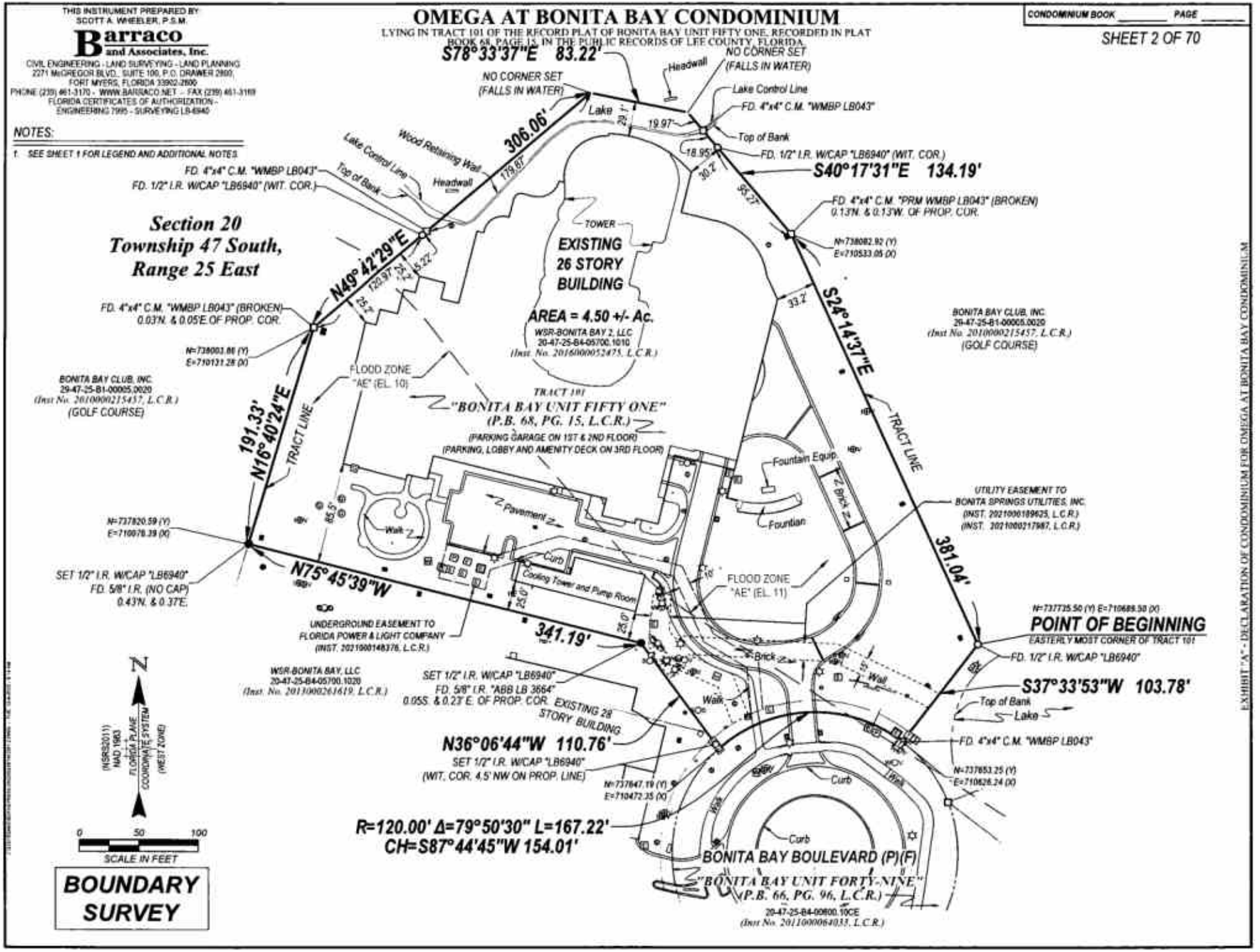
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CONDOMINIUM NOTES:

1. THIS CONDOMINIUM IS SUBJECT TO EASEMENTS AND OTHER MATTERS FOUND IN THE DECLARATION OF CONDOMINIUM OF OMEGA AT BONITA BAY CONDOMINIUM.
2. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM.
3. ALL AREAS NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
4. OWNERS OF INTERESTS IN THE CONDOMINIUM HAVE ACCESS OVER COMMON PROPERTY AND ROADWAYS PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR BONITA BAY RECORDED AS INSTRUMENT NUMBER 2011000142834 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA ("MASTER DECLARATION").
5. THE DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM IS RECORDED AS INSTRUMENT NUMBER _____ OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA ("DECLARATION").
6. SEE ARTICLES II AND V OF THE DECLARATION FOR THE DEFINITION AND/OR DESCRIPTION OF "UNIT", "ASSOCIATION PROPERTY", "COMMON ELEMENT", "LIMITED COMMON ELEMENT", AND OTHER TERMS.
7. VARIOUS EASEMENTS HAVE BEEN GRANTED AND RETAINED IN ARTICLE IV OF THE DECLARATION. THE DEVELOPER HAS RESERVED THE RIGHT TO GRANT OTHER EASEMENTS OVER THE CONDOMINIUM PROPERTY FROM TIME TO TIME.
8. OTHER EASEMENTS OVER AND BENEFITTING THE CONDOMINIUM PROPERTY HAVE BEEN GRANTED AND RETAINED IN THE MASTER DECLARATION.
9. EACH UNIT INCLUDES THAT PART OF A BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:

   UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT ARE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARIES:
   UPPER BOUNDARIES: THE IMAGINARY PLANE ALONG AND COINCIDENT TO THE INTERIOR UNFINISHED LOWER SURFACE OF THE CEILING OF THE UNIT.
   LOWER BOUNDARIES: THE IMAGINARY HORIZONTAL PLANE ALONG AND COINCIDENT TO THE LOWEST POINT OF THE INTERIOR UNFINISHED UPPER SURFACE OF THE FLOOR OF THE UNIT.
   PERIMETER BOUNDARIES: THE PERIMETER BOUNDARIES OF THE UNIT ARE THE IMAGINARY VERTICAL PLANES ALONG AND COINCIDENT WITH THE INTERIOR UNFINISHED SURFACES OF PERIMETER WALLS, EXTERIOR DOORS, AND WINDOWS.
10. THE GARAGES, PARKING SPACES, AND STORAGE SPACES DEPICTED ON SHEETS 5 AND 6 ARE LIMITED COMMON ELEMENTS OF PARTICULAR UNITS IN ACCORDANCE WITH ARTICLE XXIII OF THE DECLARATION.

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM


THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940
OMEGA AT BONITA BAY CONDOMINIUM
LYING IN TRACT 101 OF THE RECORD PLAT OF BONITA BAY UNIT FIFTY ONE, RECORDED IN PLAT BOOK 68, PAGE 15, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
CONDOMINIUM BOOK _____ PAGE _____
SHEET 2 OF 70
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.
S78°33'37"E 83.22'
NO CORNER SET (FALLS IN WATER)
Headwall
NO CORNER SET (FALLS IN WATER)
Lake Control Line
FD. 4"x4" C.M. "WMBP LB043"
306.06'
Lake
19.97'
Top of Bank
18.95'
FD. 1/2" I.R. W/CAP "LB6940" (WIT. COR.)
S40°17'31"E 134.19'
Wood Retaining Wall
Lake Control Line
Top of Bank
Headwall
179.87'
FD. 4"x4" C.M. "WMBP LB043"
FD. 1/2" I.R. W/CAP "LB6940" (WIT. COR.)
FD. 4"x4" C.M. "PRM WMBP LB043" (BROKEN)
0.13'N. & 0.13'W. OF PROP. COR.
N=738082.92 (Y)
E=710533.05 (X)
Section 20
Township 47 South,
Range 25 East
TOWER
EXISTING
26 STORY
BUILDING
AREA = 4.50 +/- Ac.
WSR-BONITA BAY 2, LLC
20-47-25-B4-05700.1010
(Inst. No. 2016000052475, L.C.R.)
N49°42'29"E
120.97'
25.2'
15.22'
FD. 4"x4" C.M. "WMBP LB043" (BROKEN)
0.03'N. & 0.05'E OF PROP. COR.
N=738003.86 (Y)
E=710131.28 (X)
BONITA BAY CLUB, INC.
20-47-25-B1-00005.0020
(Inst No. 2010000215457, L.C.R.)
(GOLF COURSE)
FLOOD ZONE "AE" (EL. 10)
191.33'
N16°40'24"E
TRACT LINE
TRACT 101
"BONITA BAY UNIT FIFTY ONE"
(P.B. 68, PG. 15, L.C.R.)
(PARKING GARAGE ON 1ST & 2ND FLOOR)
(PARKING, LOBBY AND AMENITY DECK ON 3RD FLOOR)
Fountain Equip.
Z Brick Z
Fountain
Z Pavement Z
Walk
Curb
Cooling Tower and Pump Room
FLOOD ZONE "AE" (EL. 11)
N=737820.59 (Y)
E=710078.39 (X)
SET 1/2" I.R. W/CAP "LB6940"
FD. 5/8" I.R. (NO CAP)
0.43'N. & 0.37'E.
N75°45'39"W
341.19'
UNDERGROUND EASEMENT TO
FLORIDA POWER & LIGHT COMPANY
(INST. 2021000148376, L.C.R.)
WSR-BONITA BAY, LLC
20-47-25-B4-05700.1020
(Inst. No. 2013000261619, L.C.R.)
SET 1/2" I.R. W/CAP "LB6940"
FD. 5/8" I.R. "ABB LB 3664"
0.05'S. & 0.23'E. OF PROP. COR. EXISTING 28 STORY BUILDING
N36°06'44"W 110.76'
SET 1/2" I.R. W/CAP "LB6940"
(WIT. COR. 4.5' NW ON PROP. LINE)
N=737847.19 (Y)
E=710472.35 (X)
R=120.00' Δ=79°50'30" L=167.22'
CH=S87°44'45"W 154.01'
BONITA BAY CLUB, INC.
20-47-25-B1-00005.0020
(Inst No. 2010000215457, L.C.R.)
(GOLF COURSE)
S24°14'37"E
381.04'
TRACT LINE
UTILITY EASEMENT TO
BONITA SPRINGS UTILITIES, INC.
(INST. 2021000189625, L.C.R.)
(INST. 2021000217987, L.C.R.)
N=737735.50 (Y) E=710688.50 (X)
POINT OF BEGINNING
EASTERLY MOST CORNER OF TRACT 101
FD. 1/2" I.R. W/CAP "LB6940"
S37°33'53"W 103.78'
Top of Bank
Lake
FD. 4"x4" C.M. "WMBP LB043"
N=737853.25 (Y)
E=710626.24 (X)
Brick Z
Wall
Walk
Curb
BONITA BAY BOULEVARD (P)(F)
"BONITA BAY UNIT FORTY-NINE"
(P.B. 66, PG. 96, L.C.R.)
20-47-25-B4-00600.10CE
(Inst No. 2011000064033, L.C.R.)
N
(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)
0
50
100
SCALE IN FEET
BOUNDARY
SURVEY
EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY
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ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

LYING IN TRACT 101 OF THE RECORD PLAT OF BONITA BAY UNIT FIFTY ONE, RECORDED IN PLAT BOOK 68, PAGE 15, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

CONDOMINIUM BOOK _____ PAGE _____

NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

DESCRIPTION:

A tract or parcel of land being part of Tract 101, Bonita Bay Unit Fifty One, according to the Plat thereof, as recorded in Plat Book 68, Pages 15 through 16, Public Records of Lee County, Florida, said tract or parcel of land being the same lands described in Instrument No. 2016000052475 of the Public Records of Lee County, Florida and being more particularly described as follows:

Beginning at the Easterly Most corner of said Tract 101 run S37°33'53"W along the Easterly line of said Tract for 103.78 feet to a point on a non-tangent curve; thence run Westerly along the Southerly line of said Tract along an arc of a curve to the left of radius 120.00 feet (delta 79°50'30") (chord bearing S87°44'45"W) (chord 154.01 feet) for 167.22 feet to the Southerly corner of said Tract; thence run N36°06'44"W along the Southwesterly line of said Tract and continuing along the Northwesterly projection thereof for 110.76 feet; thence run N75°45'39"W for 341.19 feet to an intersection with the Westerly line of said Tract; thence run along the Westerly, Northerly and Easterly line of said Tract the following five (5) courses: N16°40'24"E for 191.33 feet; N49°42'29"E for 306.06 feet; S78°33'37"E for 83.22 feet; S40°17'31"E for 134.19 feet and S24°14'37"E for 381.04 feet to the POINT OF BEGINNING.
Containing 4.50 acres, more or less.

THIS INSTRUMENT PREPARED BY:
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OMEGA AT BONITA BAY CONDOMINIUM

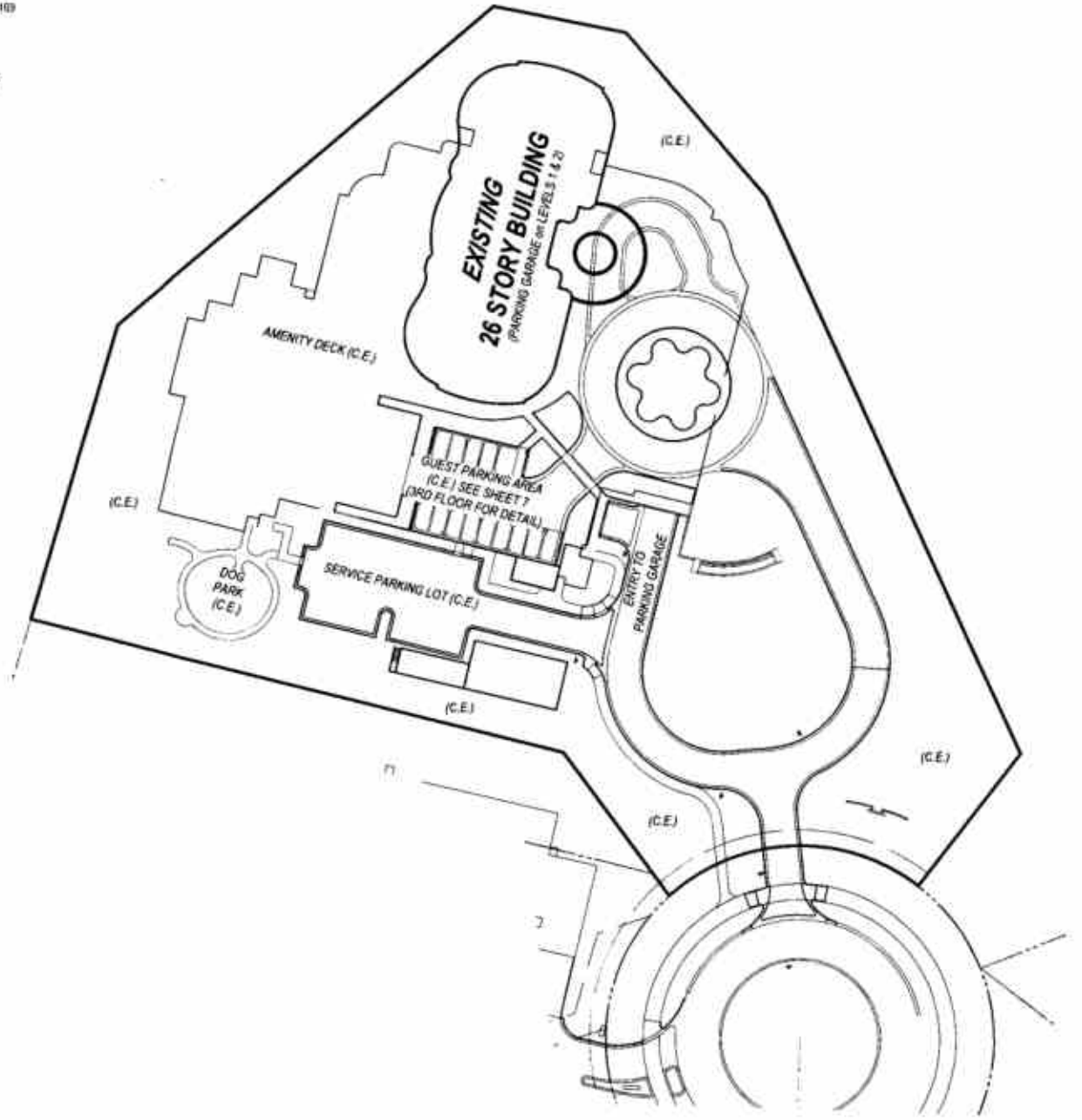
LYING IN TRACT 101 OF THE RECORD PLAT OF BONITA BAY UNIT FIFTY ONE, RECORDED IN PLAT BOOK 68, PAGE 15, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

CONDOMINIUM BOOK _____ PAGE _____

SHEET 4 OF 70

NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.





PLOT PLAN

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

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FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

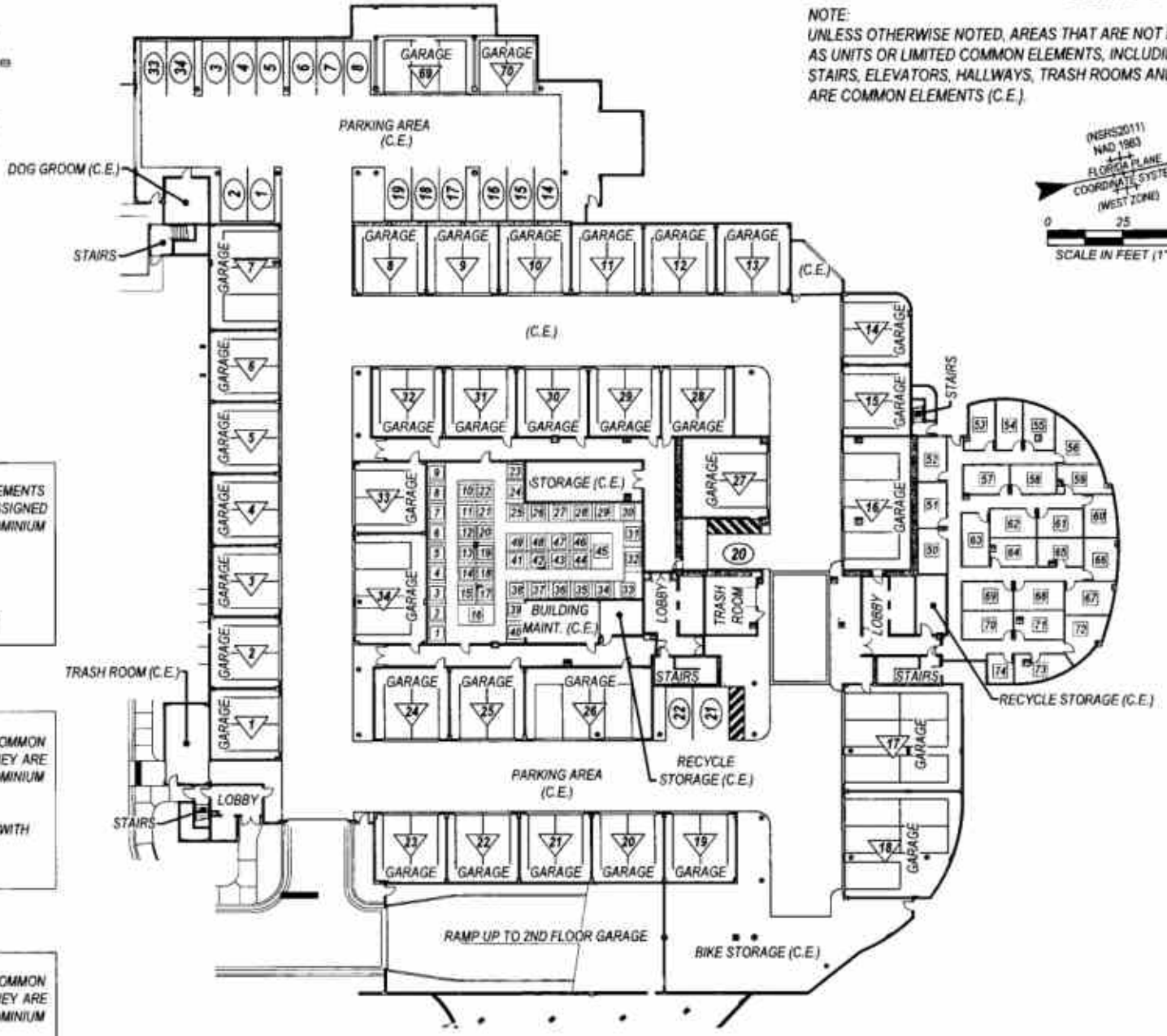
CONDOMINIUM BOOK _____ PAGE _____

SHEET 5 OF 70

NOTES:

1 SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).



(NSRS2011) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

0 25 50

SCALE IN FEET (1"=50')

NOTE:
THE GARAGES ARE LIMITED COMMON ELEMENTS (L.C.E) TO THE UNIT TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

GARAGES ARE TO BE DESIGNATED WITH A TRIANGLE SYMBOL.

EXAMPLE: 99 = GARAGE "99"

NOTE:
THE STORAGE LOCKERS ARE LIMITED COMMON ELEMENTS (L.C.E) TO THE UNIT TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

STORAGE LOCKERS ARE TO BE DESIGNATED WITH THE PREFIX "S-"

EXAMPLE: 55 = "S-55"

NOTE:
THE PARKING SPACES ARE LIMITED COMMON ELEMENTS (L.C.E) TO THE UNIT TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

PARKING SPACES ARE TO BE DESIGNATED WITH THE PREFIX "P-".

EXAMPLE: 48 = "P-48"

(GARAGE)
1st. FLOOR UNIT PLAN

NO UNITS ON THIS FLOOR
TOTAL UNITS = 67

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

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ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 6 OF 70

NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

NOTE:
THE COTTAGES ARE LIMITED COMMON ELEMENTS (L.C.E) TO THE UNIT TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.
COTTAGES ARE TO BE DESIGNATED WITH A HEXAGON SYMBOL.

EXAMPLE: (1) = COTTAGE "1"

NOTE:
THE GARAGES ARE LIMITED COMMON ELEMENTS (L.C.E) TO THE UNIT TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

GARAGES ARE TO BE DESIGNATED WITH A TRIANGLE SYMBOL.

EXAMPLE: 99 = GARAGE "99"

NOTE:
THE STORAGE LOCKERS ARE LIMITED COMMON ELEMENTS (L.C.E) TO THE UNIT TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

STORAGE LOCKERS ARE TO BE DESIGNATED WITH THE PREFIX "S-"

EXAMPLE: 55 = "S-55"

NOTE:
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PARKING SPACES ARE TO BE DESIGNATED WITH THE PREFIX "P-".

EXAMPLE: (48) = "P-48"

NOTE:
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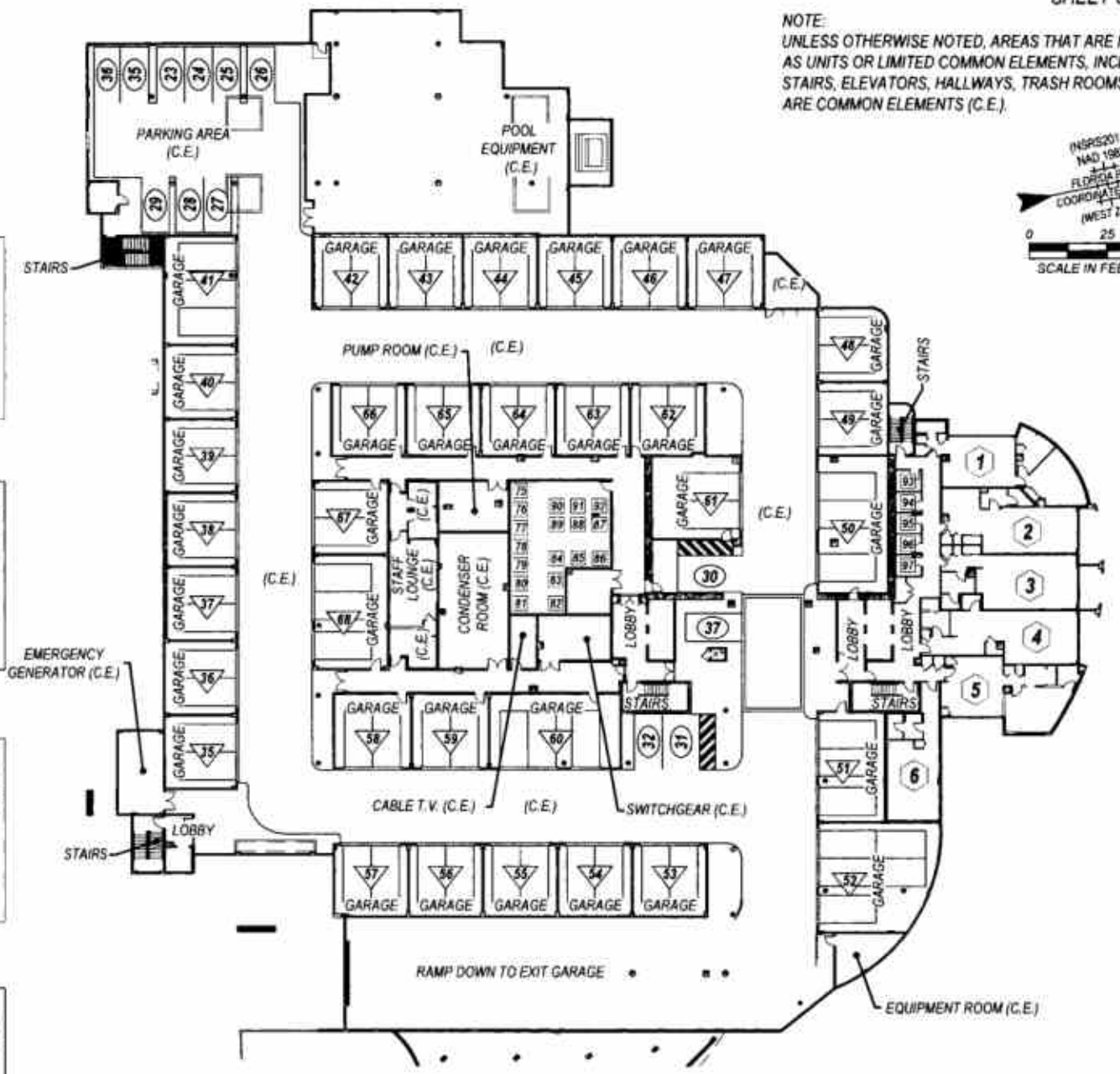

(NSRS2011)
NAD 1983
FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

0 25 50
SCALE IN FEET (1"=50')

(GARAGE)
2nd. FLOOR UNIT PLAN

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
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FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6945

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 7 OF 70

NOTES:

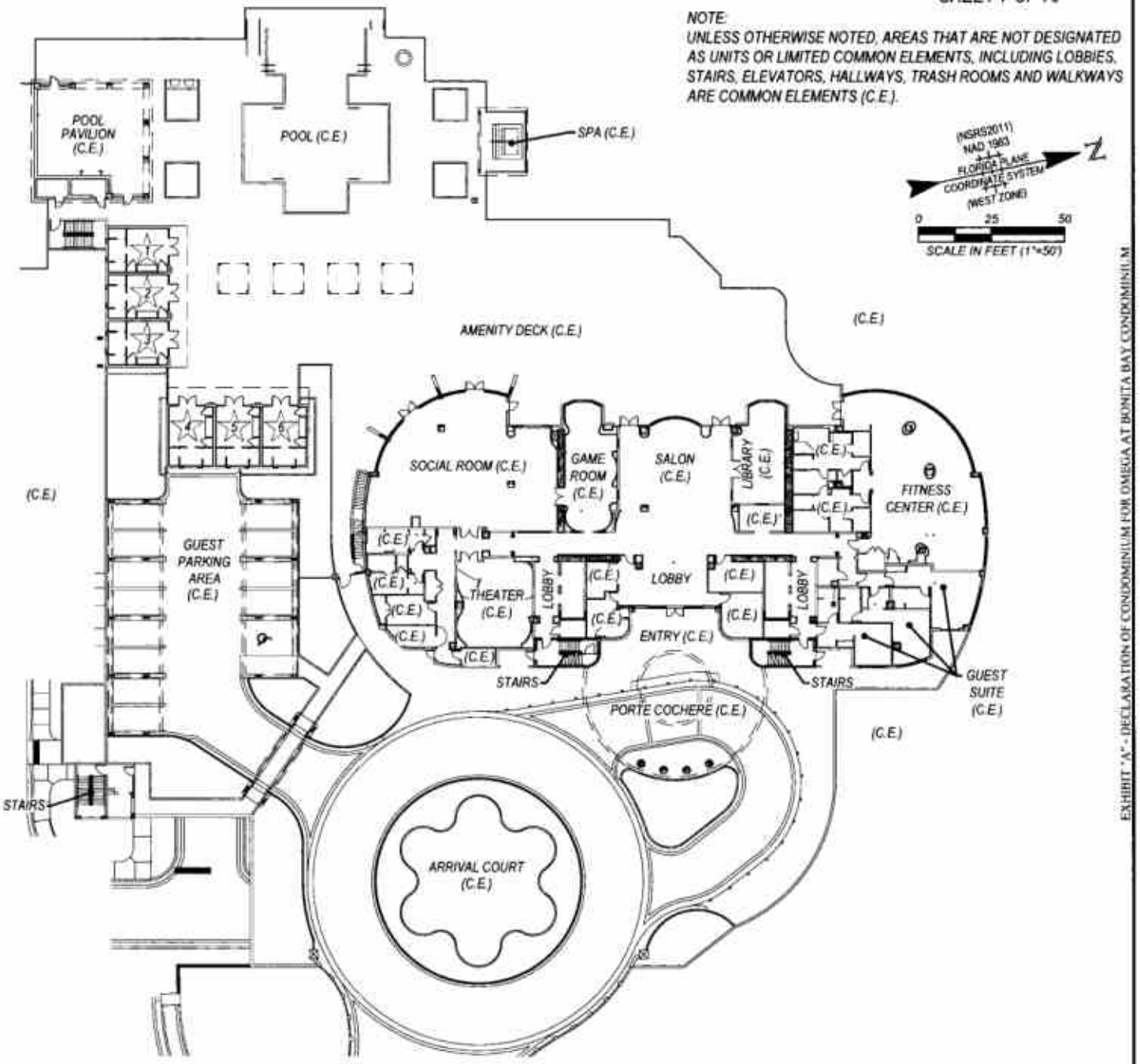
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

NOTE:
THE CABANAS ARE LIMITED COMMON ELEMENTS (L.C.E) TO THE UNIT TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

CABANAS ARE TO BE DESIGNATED WITH THE A STAR SYMBOL.

EXAMPLE: ☆1 = CABANA "1"

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).



(LOBBY LEVEL)

3rd. FLOOR UNIT PLAN

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
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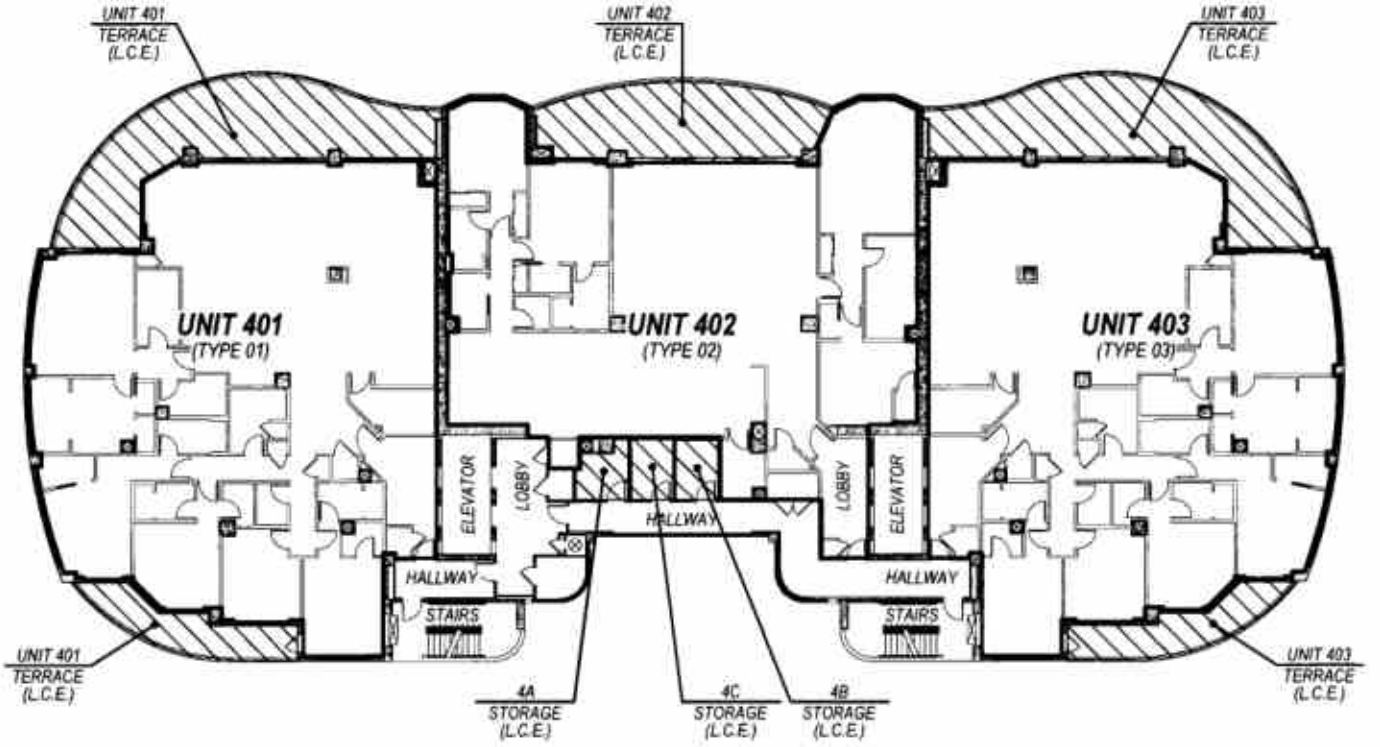
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 8 OF 70

UNIT COUNT THIS FLOOR = 3

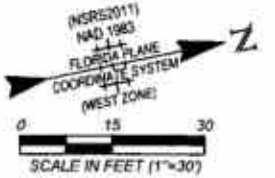


NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

NOTE:
THE STORAGE SPACES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH SUCH STORAGE SPACE IS ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

4th. FLOOR UNIT PLAN



KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
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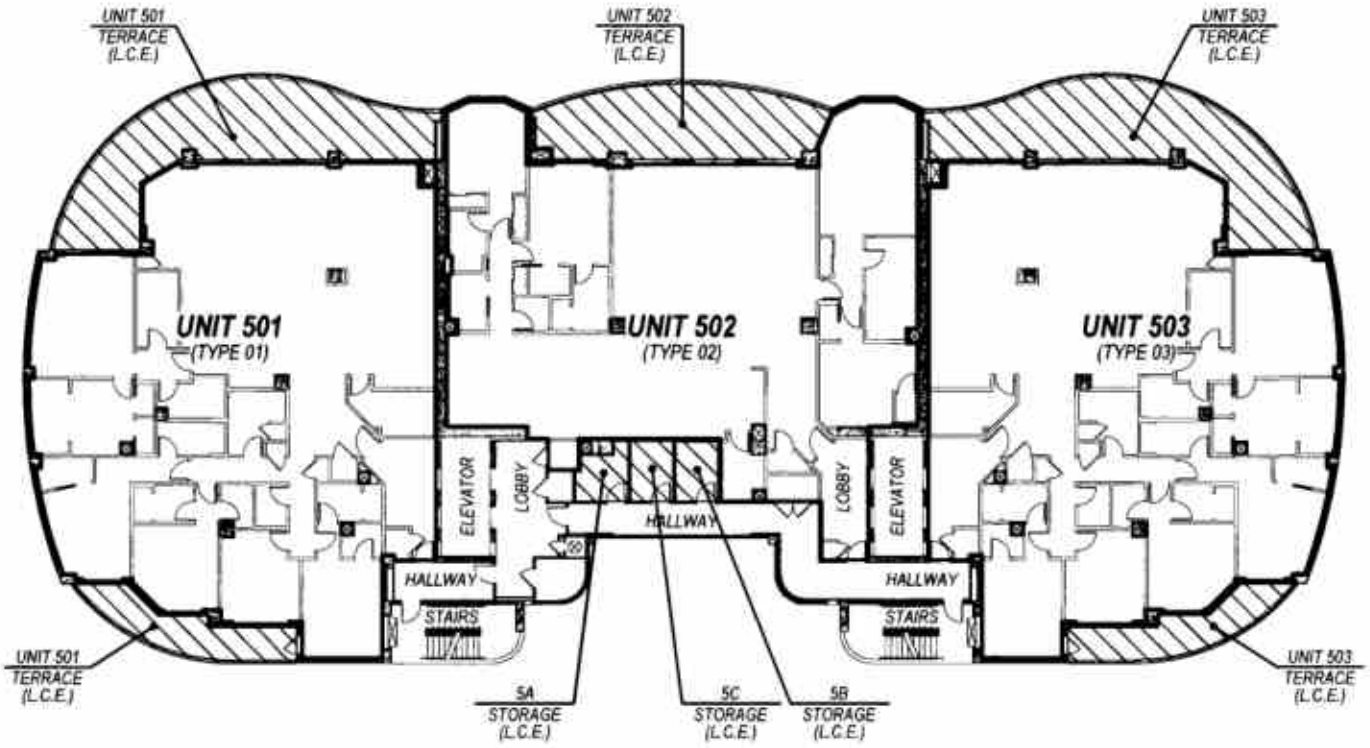
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 9 OF 70

UNIT COUNT THIS FLOOR = 3



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NOTE:
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5th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

N

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

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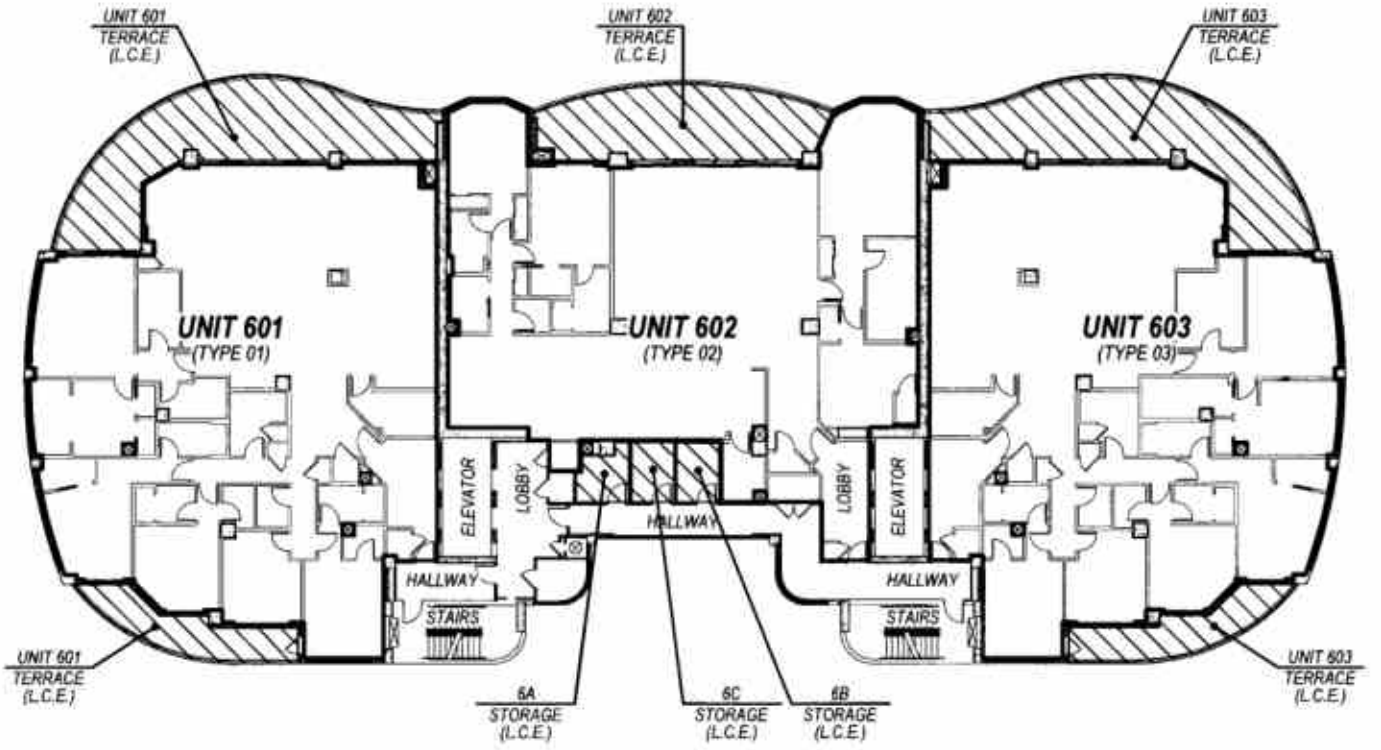
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 10 OF 70

UNIT COUNT THIS FLOOR = 3



NOTE:
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6th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

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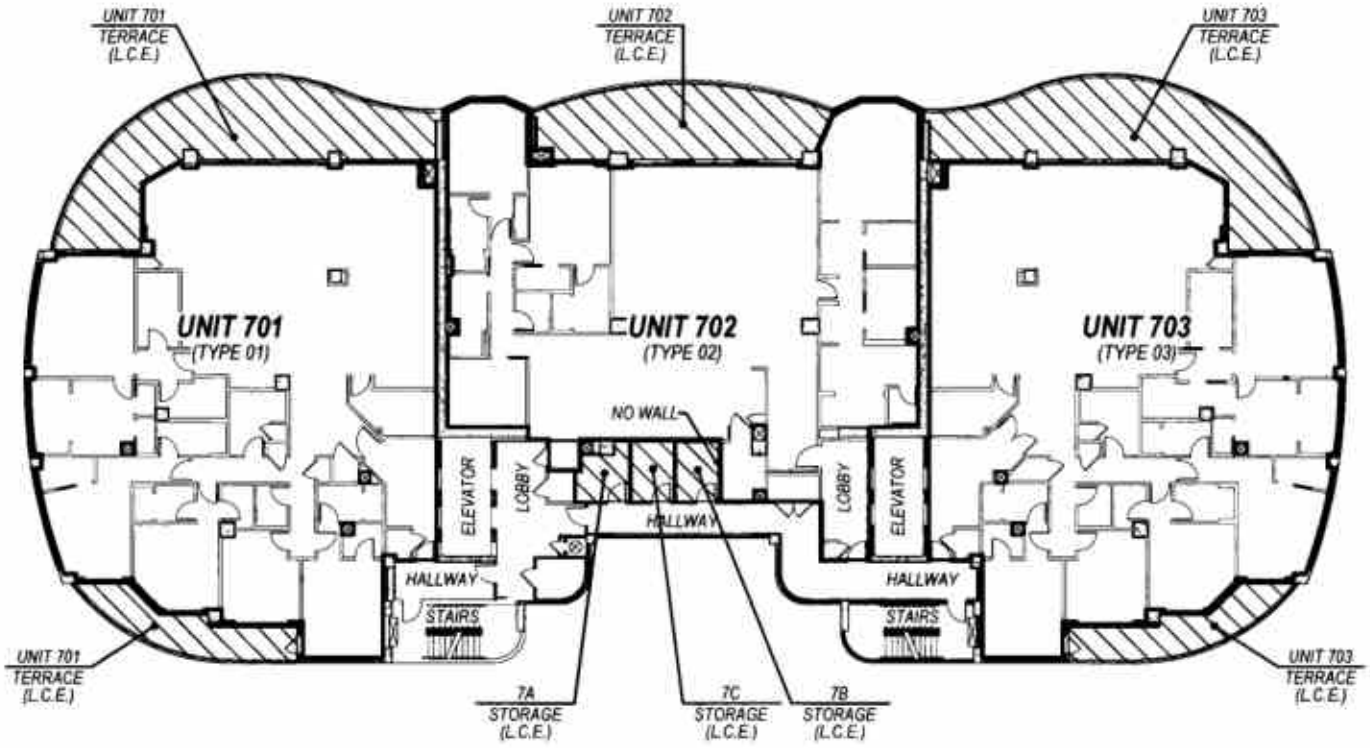
OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 11 OF 70

UNIT COUNT THIS FLOOR = 3



NOTE:
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7th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

N

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
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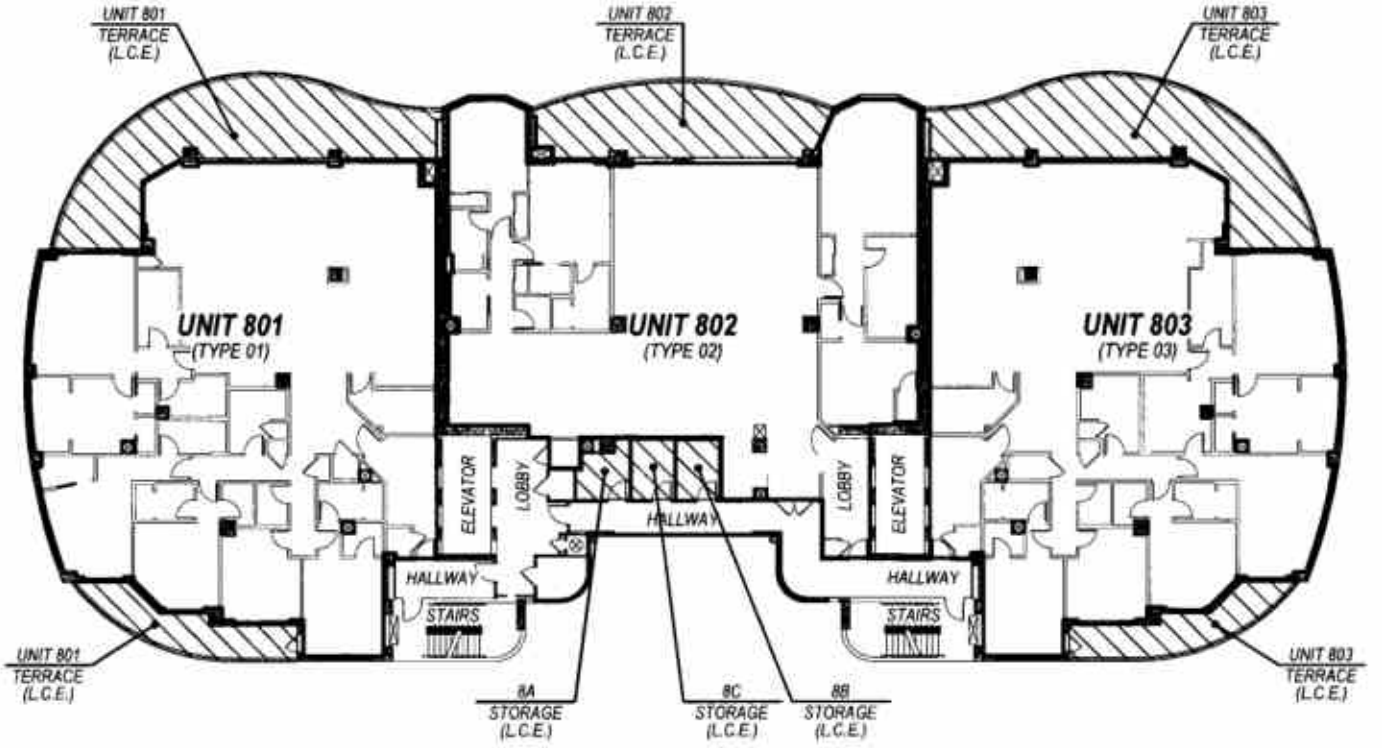
ENGINEERING 7996 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 12 OF 70

UNIT COUNT THIS FLOOR = 3



NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.

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8th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

N

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

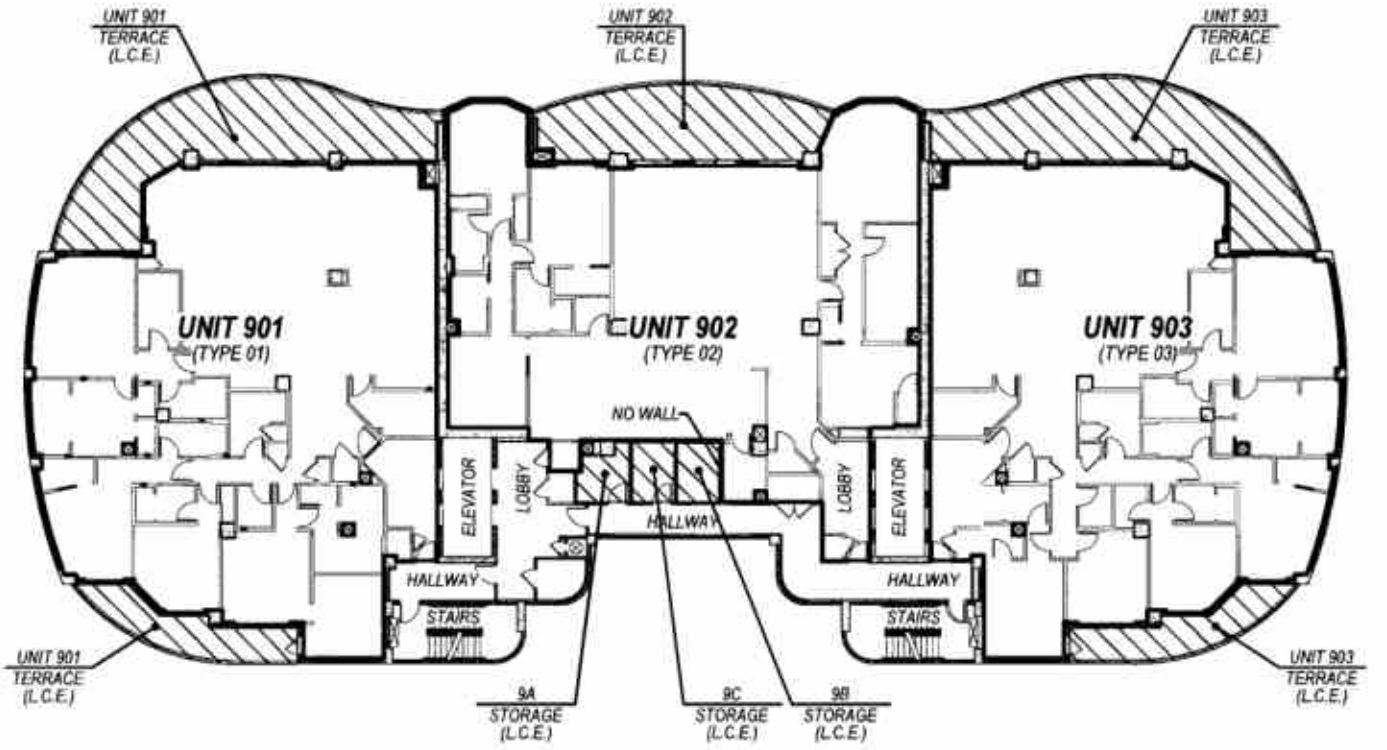
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6949

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 13 OF 70

UNIT COUNT THIS FLOOR = 3



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9th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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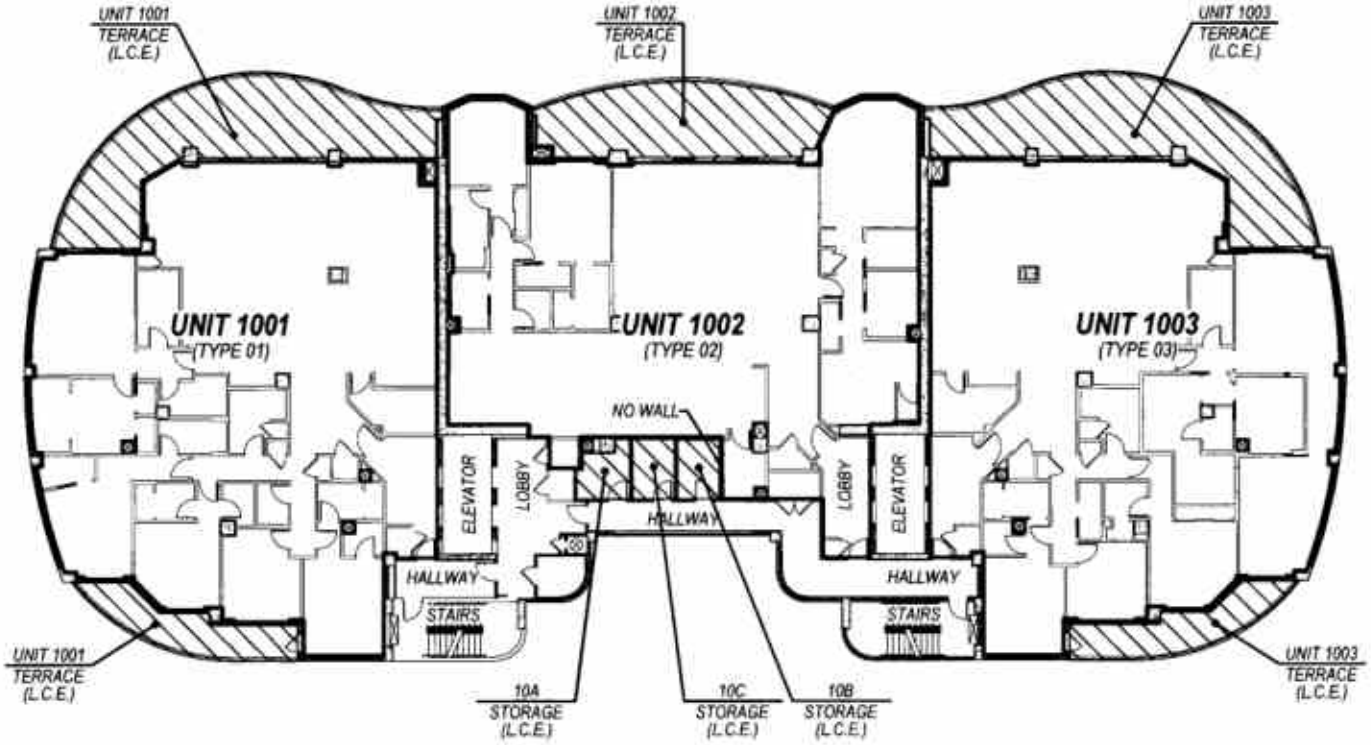
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 14 OF 70

UNIT COUNT THIS FLOOR = 3



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10th. FLOOR UNIT PLAN

(NSRS2011) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

N

0 15 30

SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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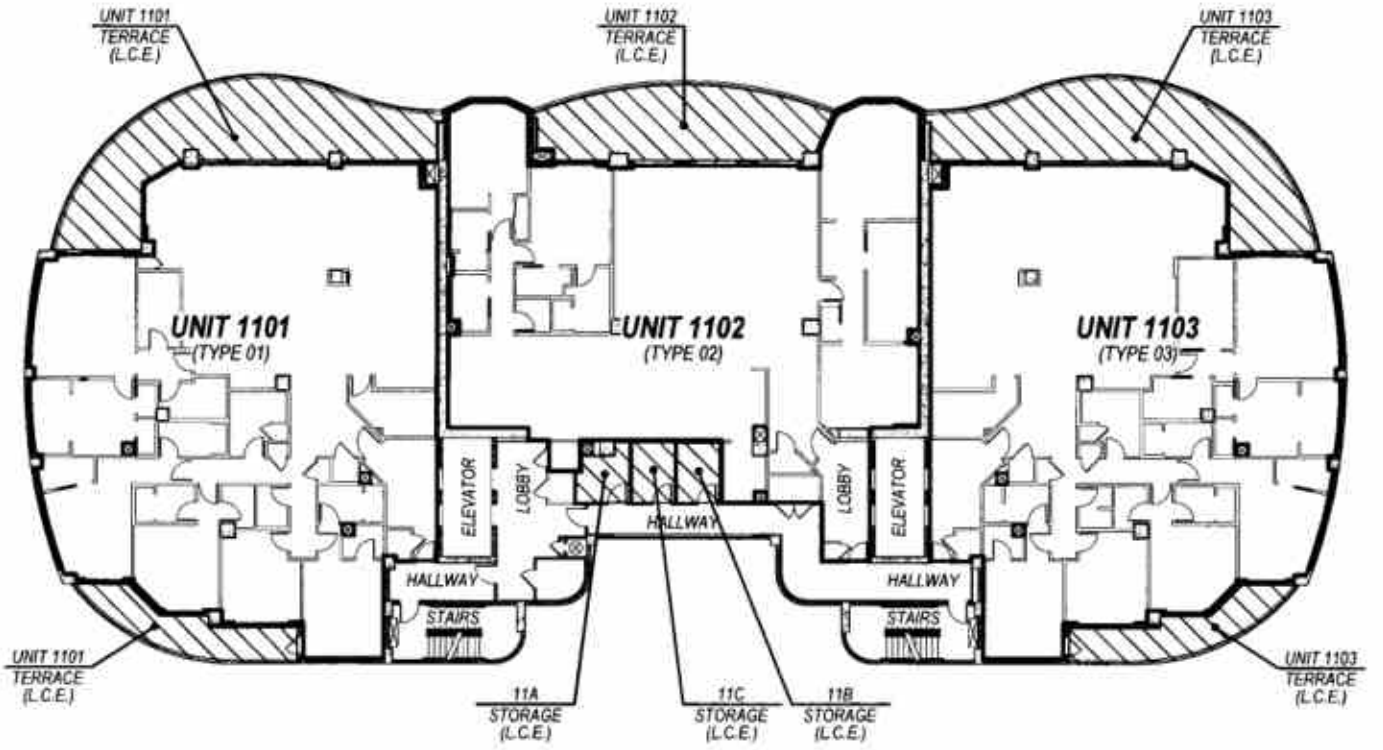
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 15 OF 70

UNIT COUNT THIS FLOOR = 3



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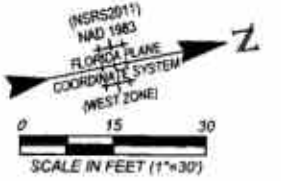
11th. FLOOR UNIT PLAN



KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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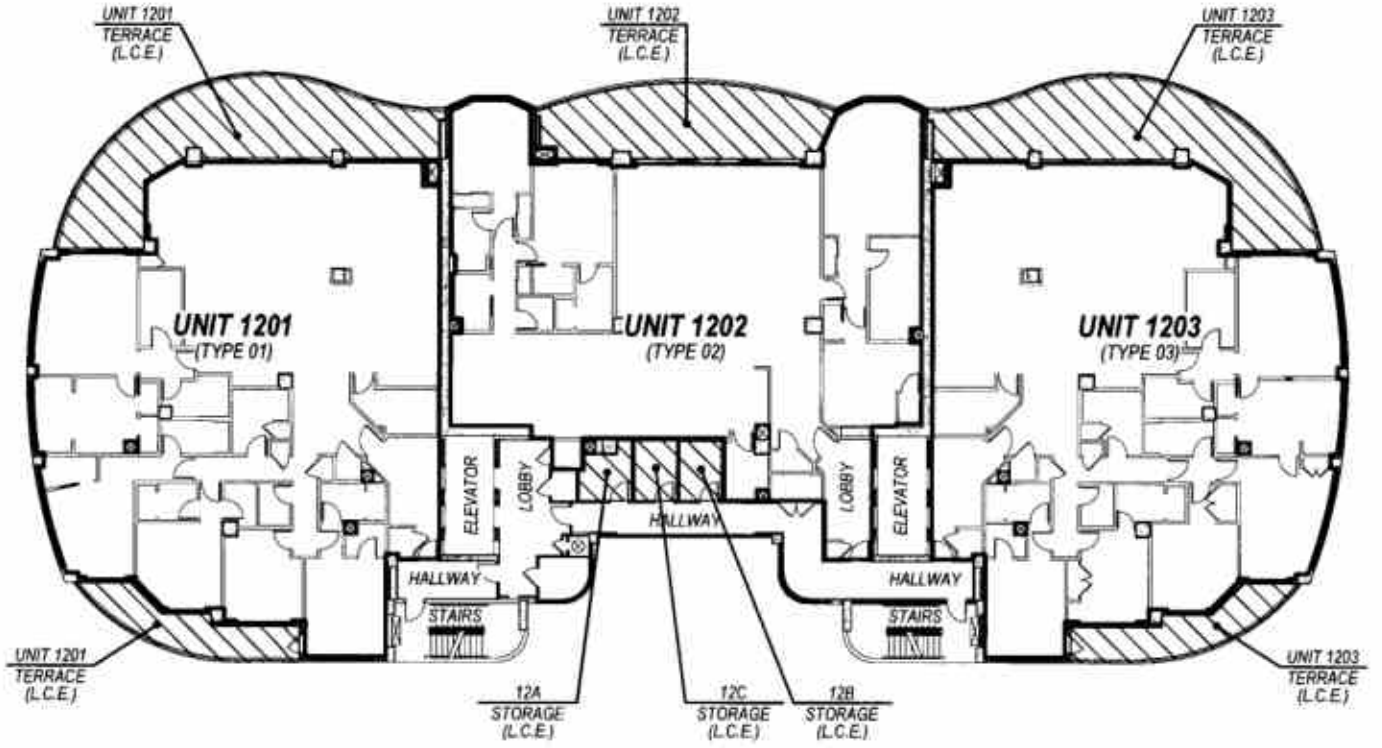
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 16 OF 70

UNIT COUNT THIS FLOOR = 3



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12th. FLOOR UNIT PLAN

(NGRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

N

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2600,
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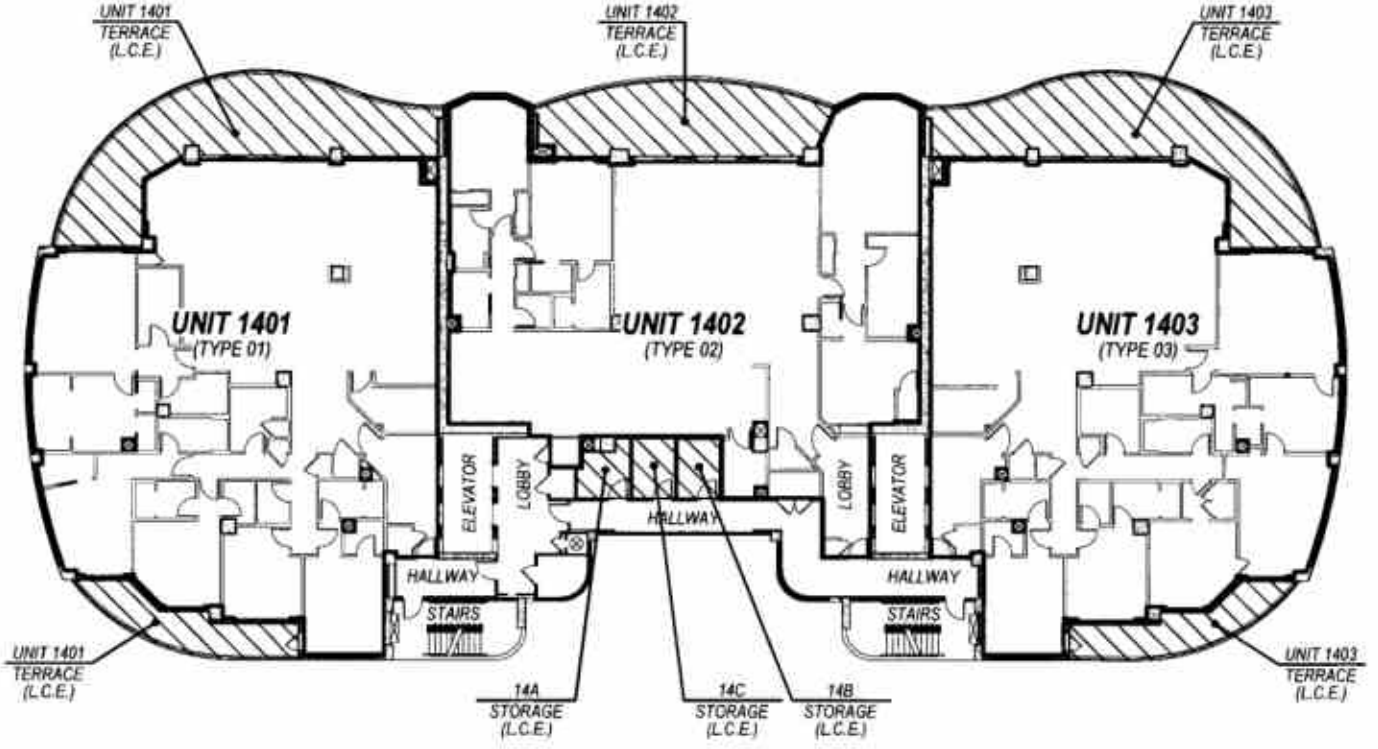
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

UNIT COUNT THIS FLOOR = 3



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14th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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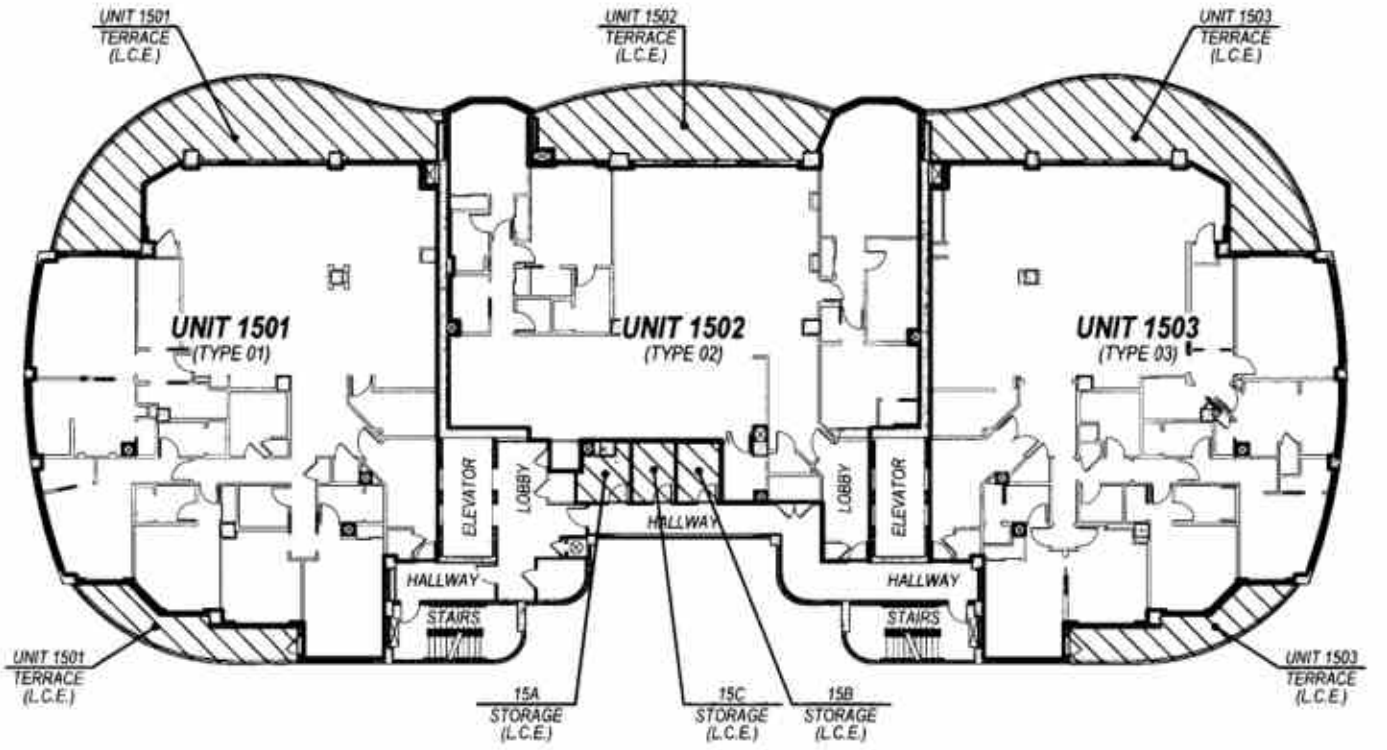
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 18 OF 70

UNIT COUNT THIS FLOOR = 3



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15th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

N

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2600,
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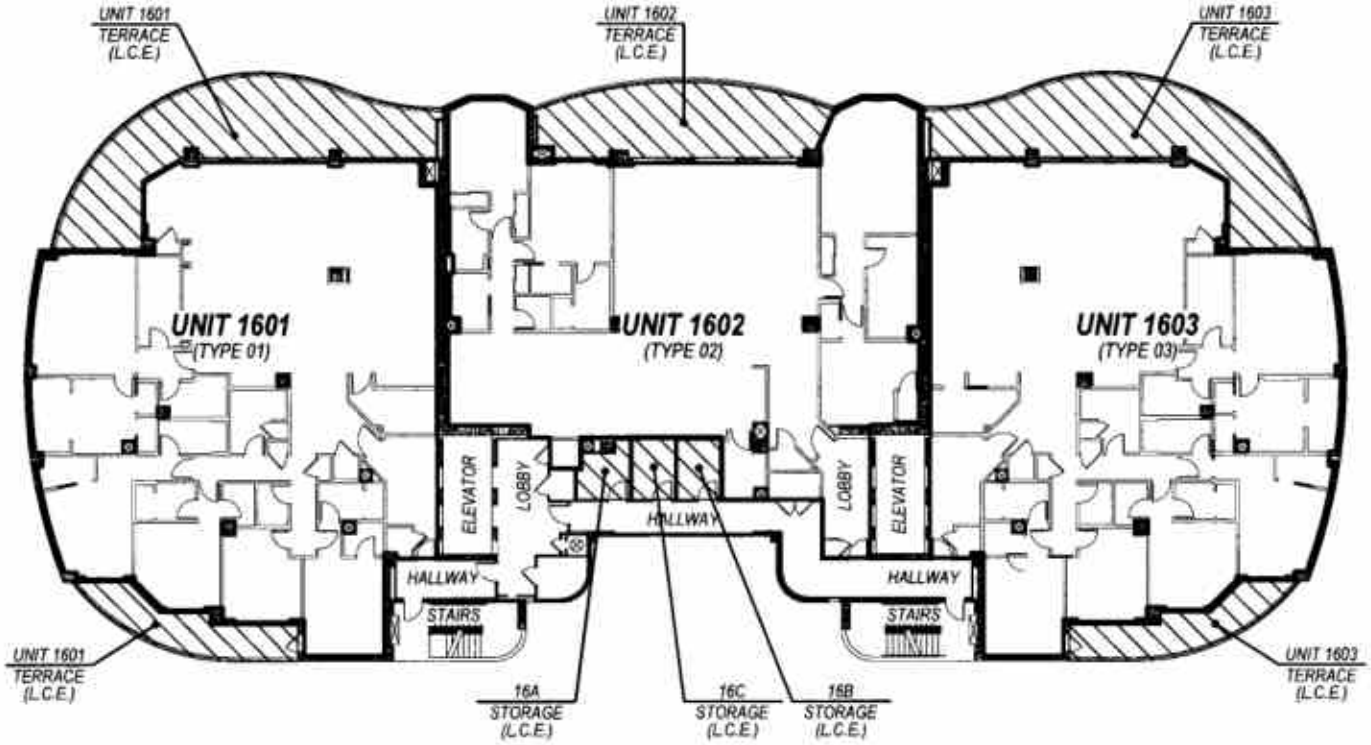
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 19 OF 70

UNIT COUNT THIS FLOOR = 3



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16th. FLOOR UNIT PLAN

(NSRS2011) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

N

0 15 30

SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

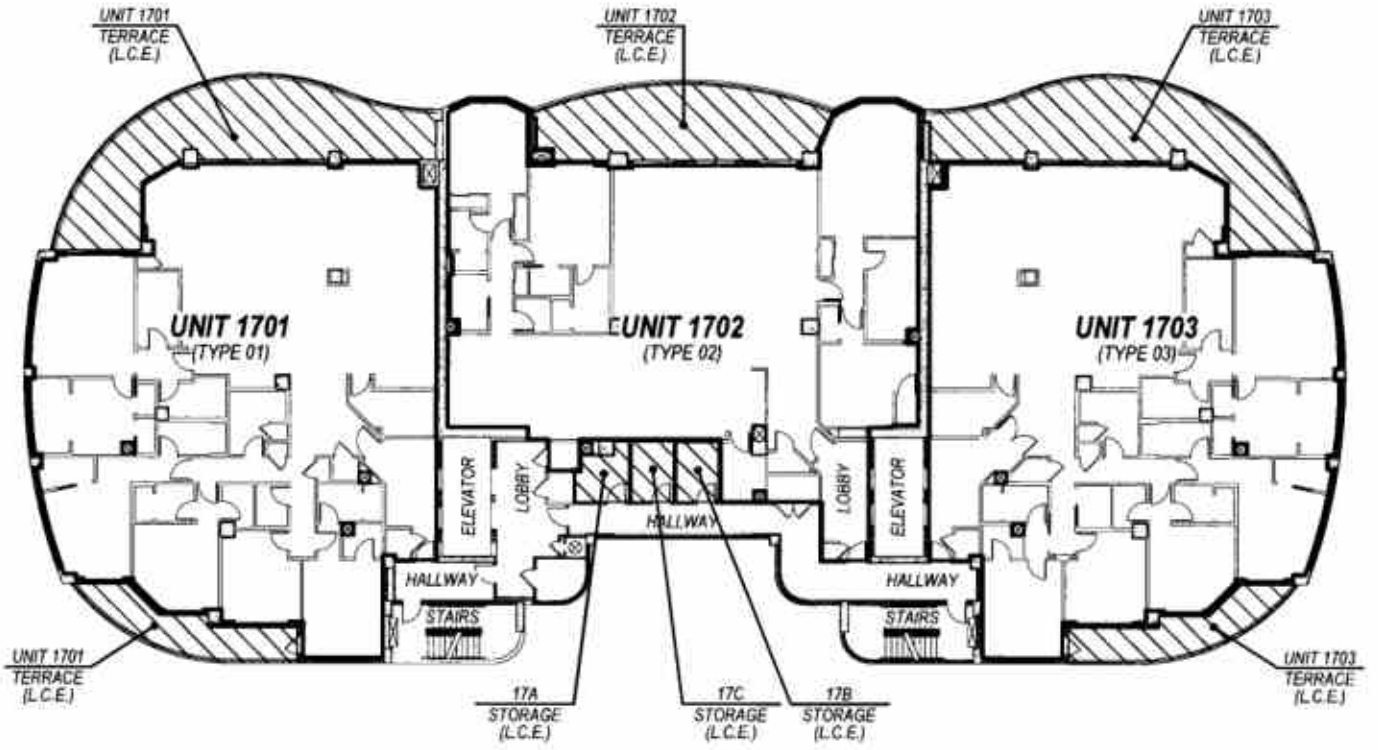
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 20 OF 70

UNIT COUNT THIS FLOOR = 3



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17th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

0 15 30
SCALE IN FEET (1"=30')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

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2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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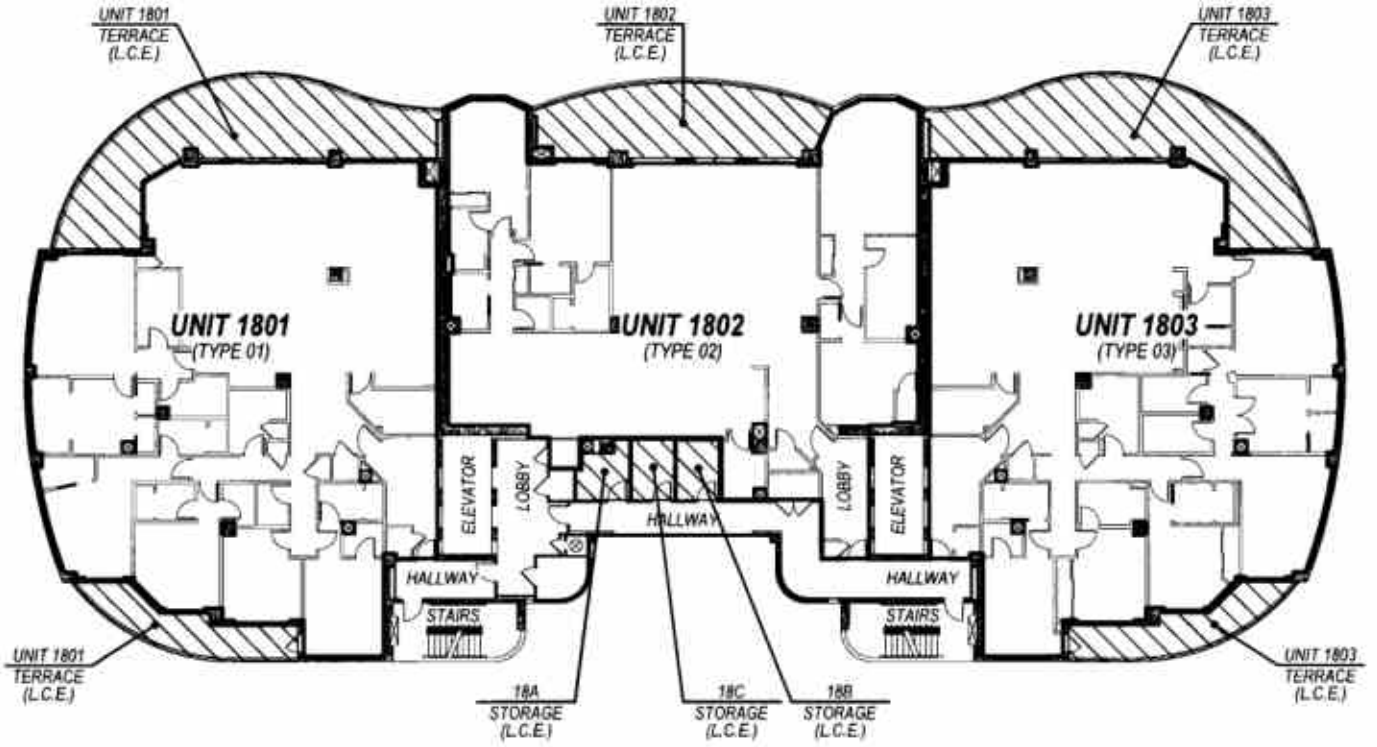
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 21 OF 70

UNIT COUNT THIS FLOOR = 3



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18th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
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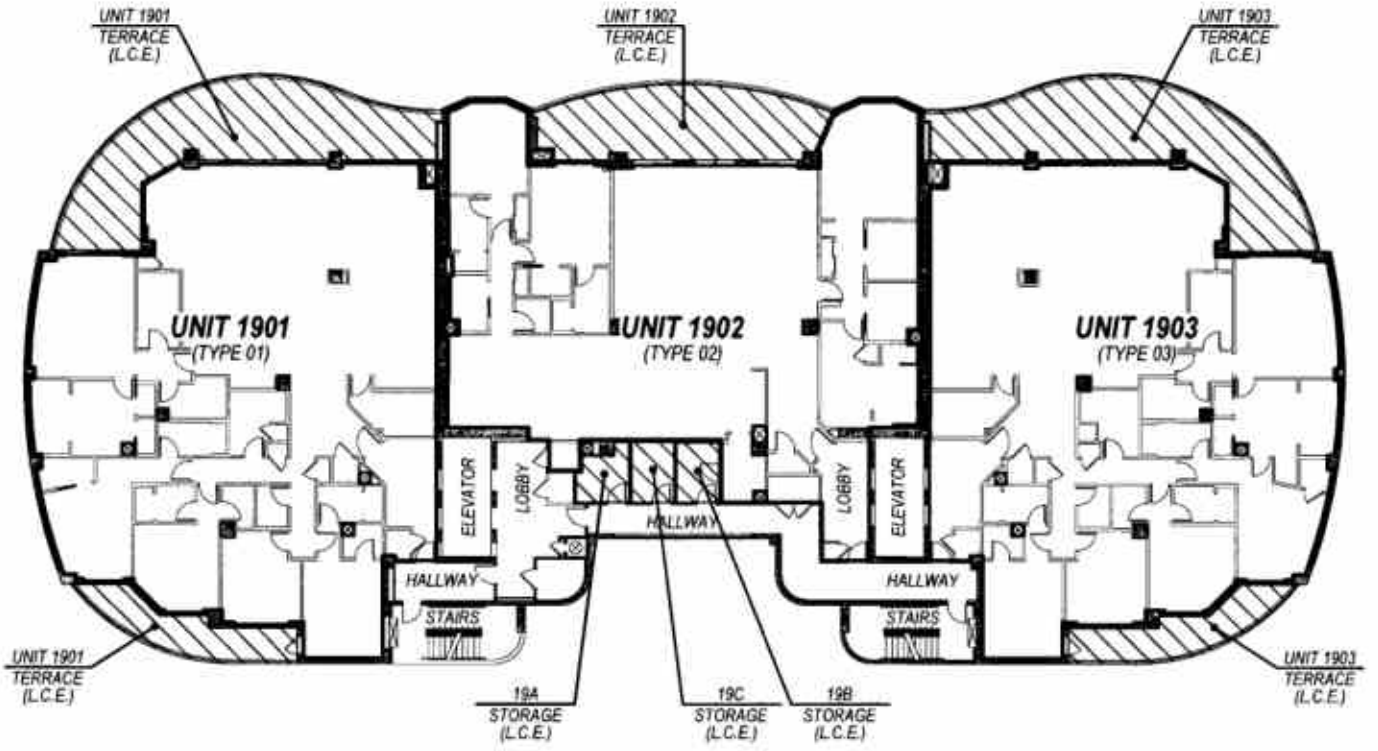
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 22 OF 70

UNIT COUNT THIS FLOOR = 3



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19th. FLOOR UNIT PLAN

(NSRS2011) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

N

0 15 30

SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2600,
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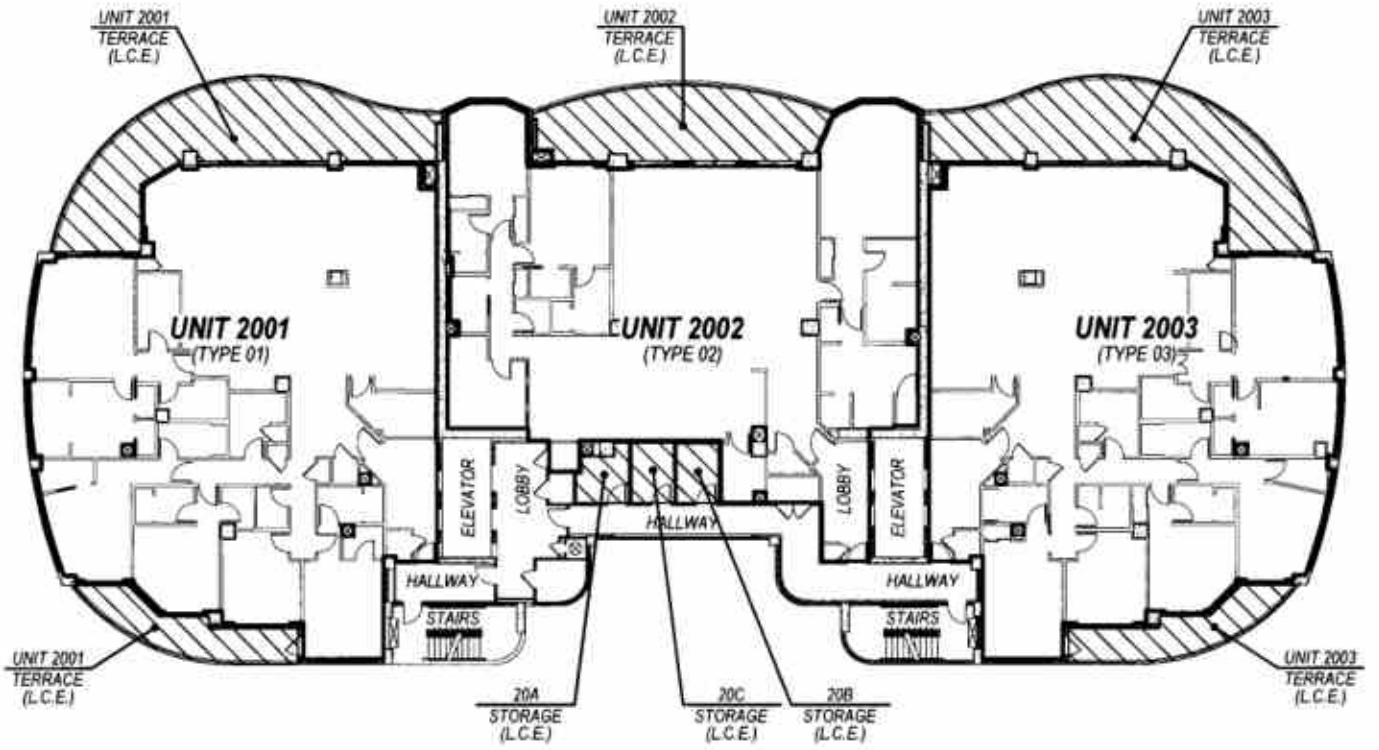
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 23 OF 70

UNIT COUNT THIS FLOOR = 3



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20th. FLOOR UNIT PLAN

(NSRS2011) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

N

0 15 30

SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

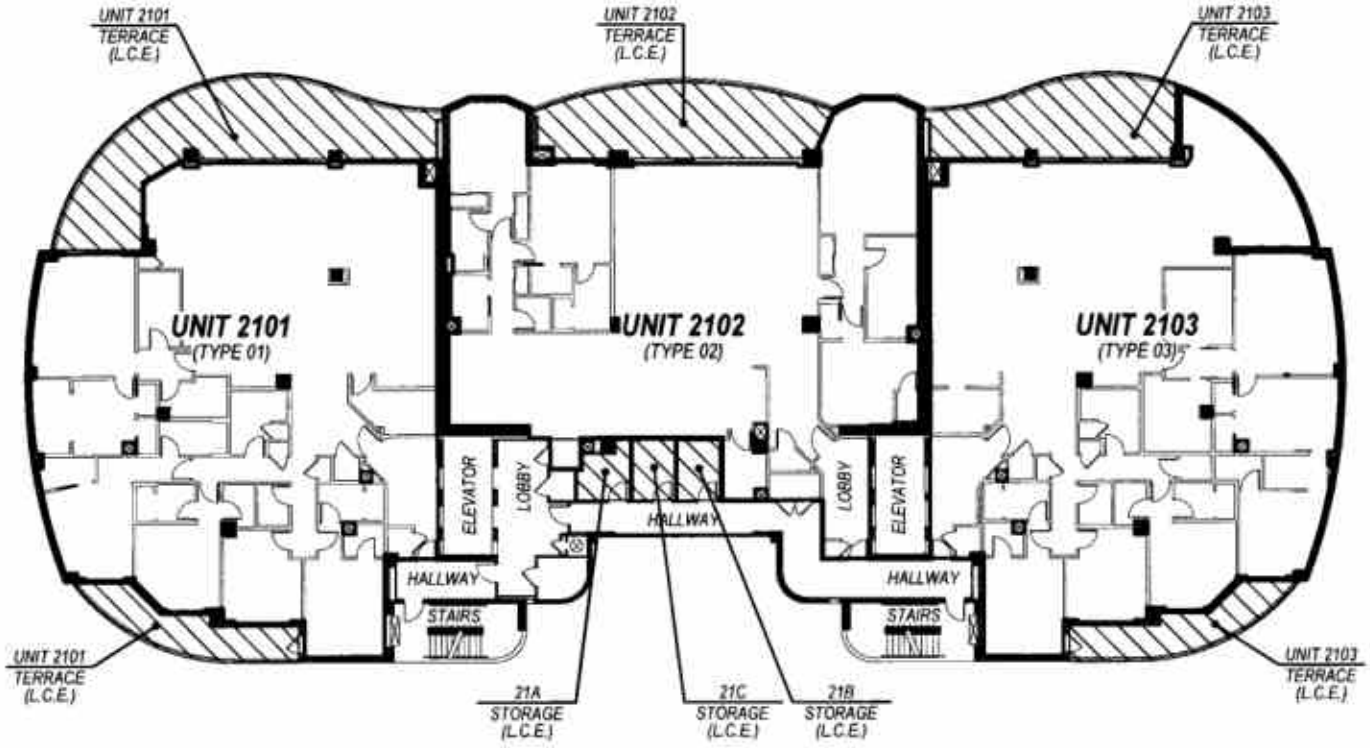
OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 24 OF 70

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

UNIT COUNT THIS FLOOR = 3



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21th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

0 15 30
SCALE IN FEET (1"=30')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

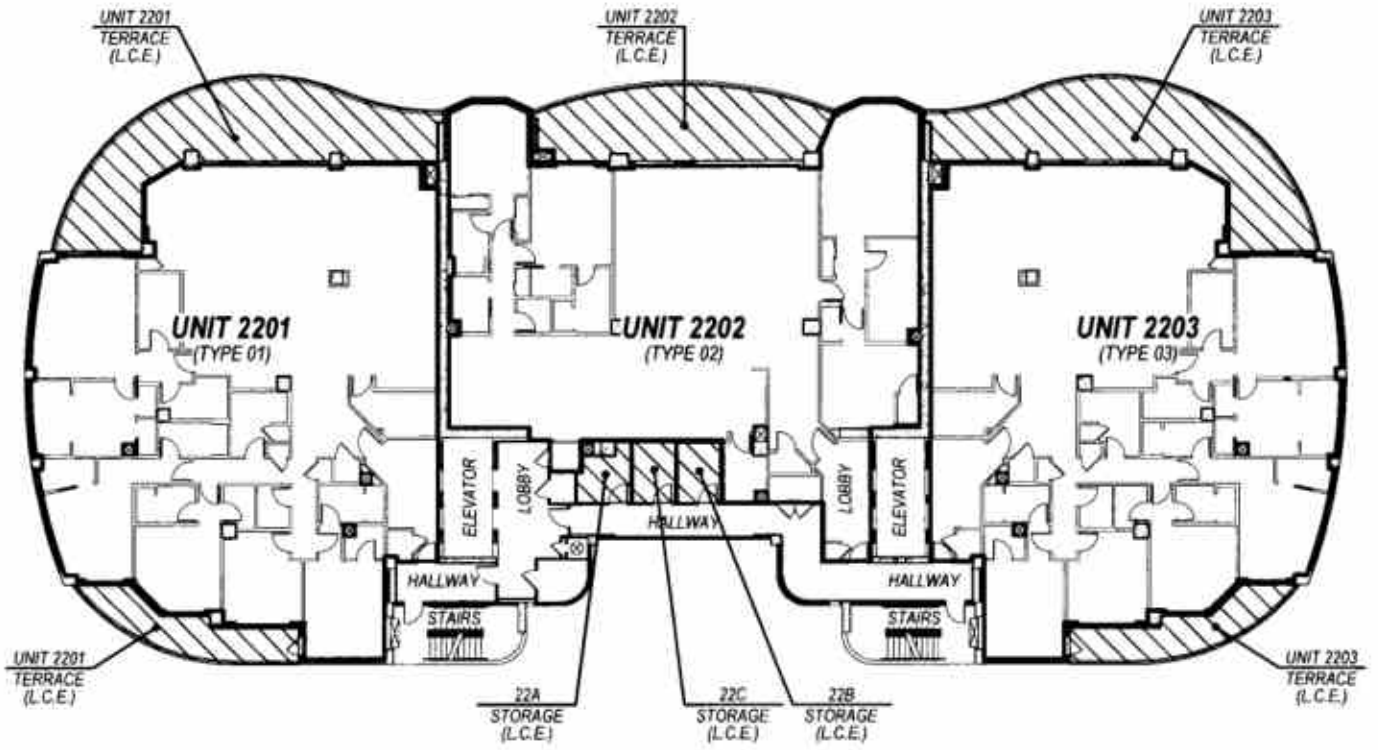
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 25 OF 70

UNIT COUNT THIS FLOOR = 3



NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

NOTE:
THE STORAGE SPACES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH SUCH STORAGE SPACE IS ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

22nd. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

N

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2600,
FORT MYERS, FLORIDA 33902-2600
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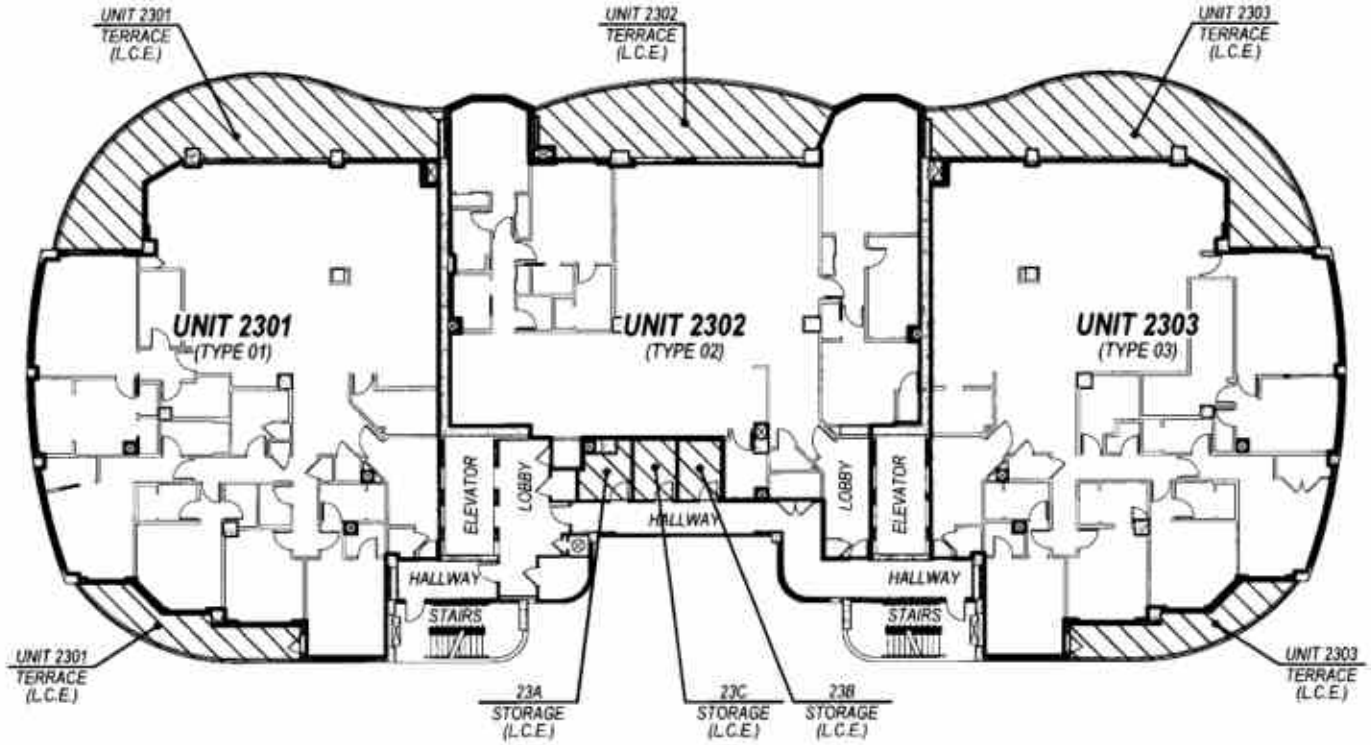
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 26 OF 70

UNIT COUNT THIS FLOOR = 3



NOTE:
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NOTE:
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23rd. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

N

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

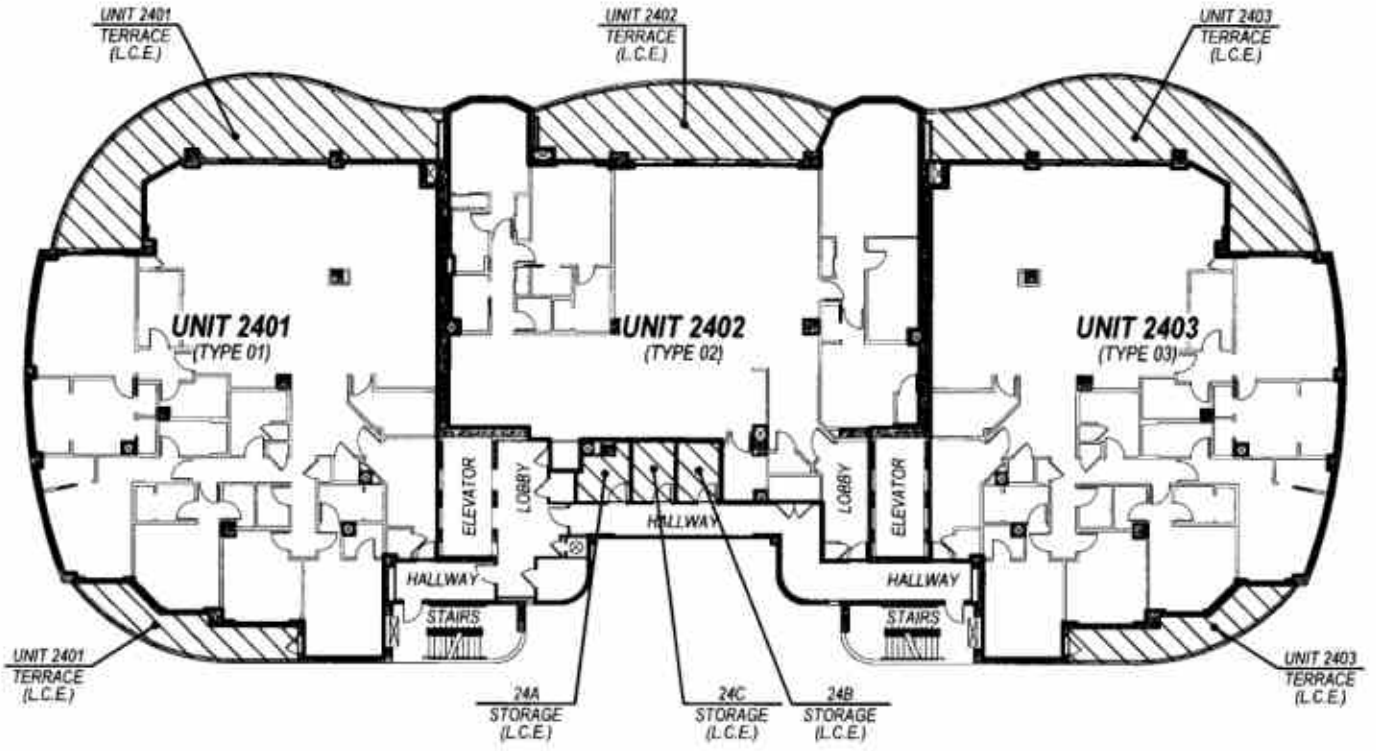
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 27 OF 70

UNIT COUNT THIS FLOOR = 3



NOTE:
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NOTE:
THE STORAGE SPACES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH SUCH STORAGE SPACE IS ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

24th. FLOOR UNIT PLAN

(NSRS2011) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

N

0 15 30

SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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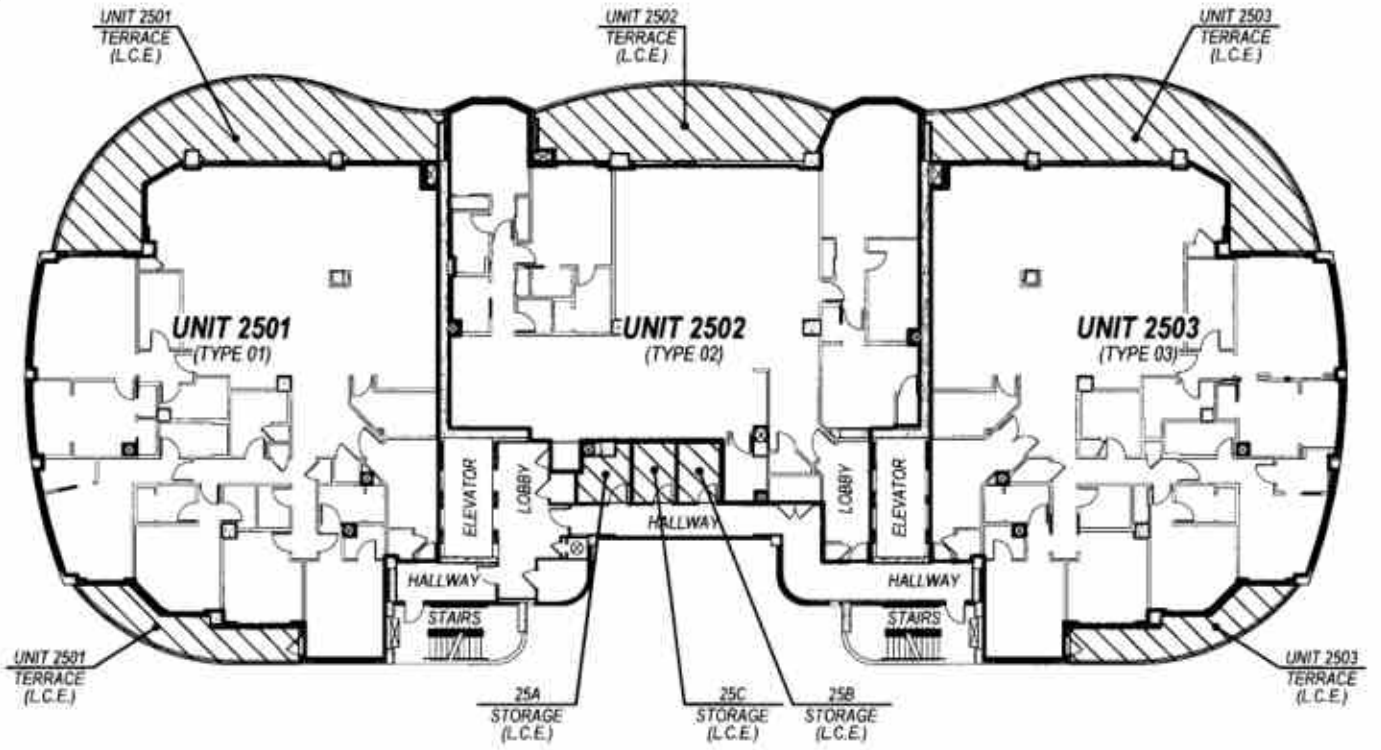
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 28 OF 70

UNIT COUNT THIS FLOOR = 3



NOTE:
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NOTE:
THE STORAGE SPACES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH SUCH STORAGE SPACE IS ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

25th. FLOOR UNIT PLAN

(NSRS2011) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

N

0 15 30

SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 29 OF 70

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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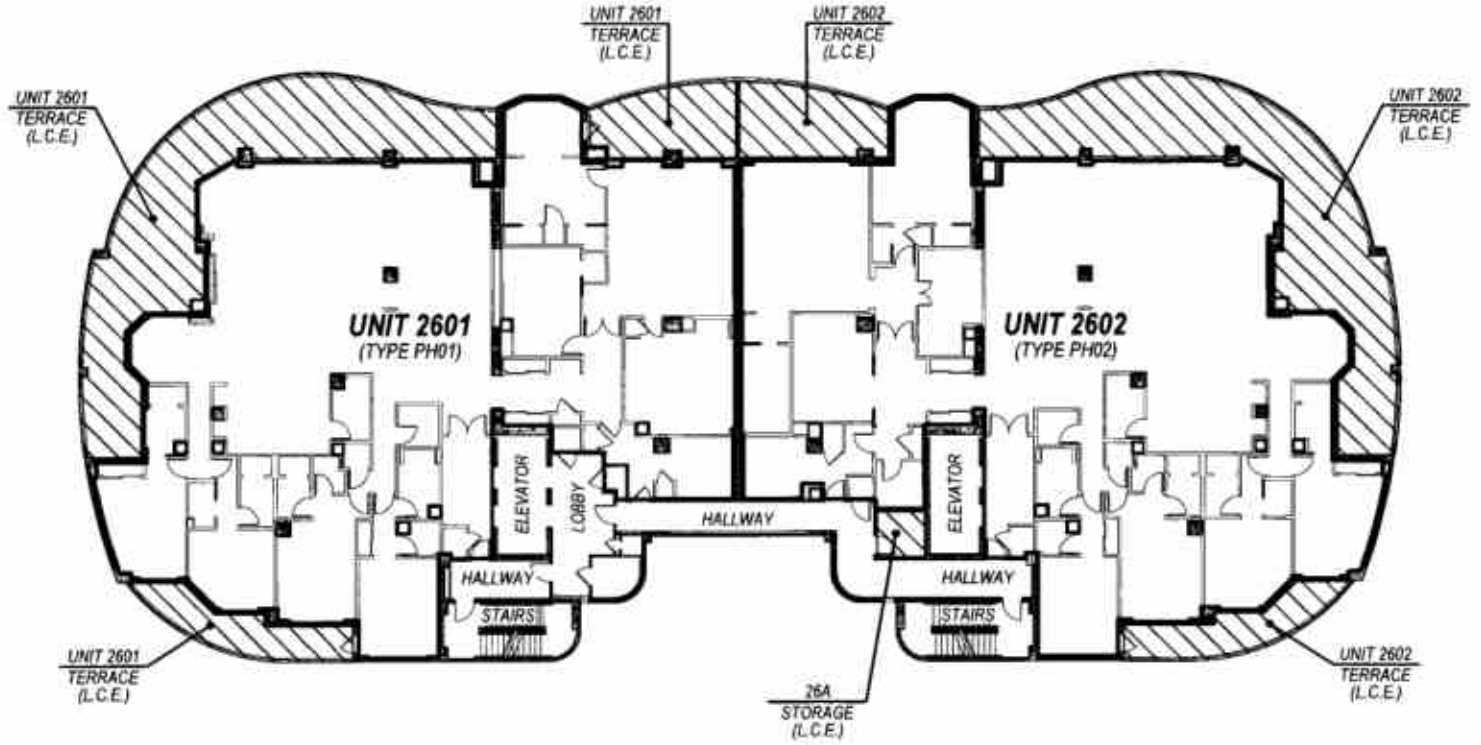
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

UNIT COUNT THIS FLOOR = 2



NOTE:
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NOTE:
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26th. FLOOR UNIT PLAN

(NSRS2011) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

N

0 15 30

SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2600
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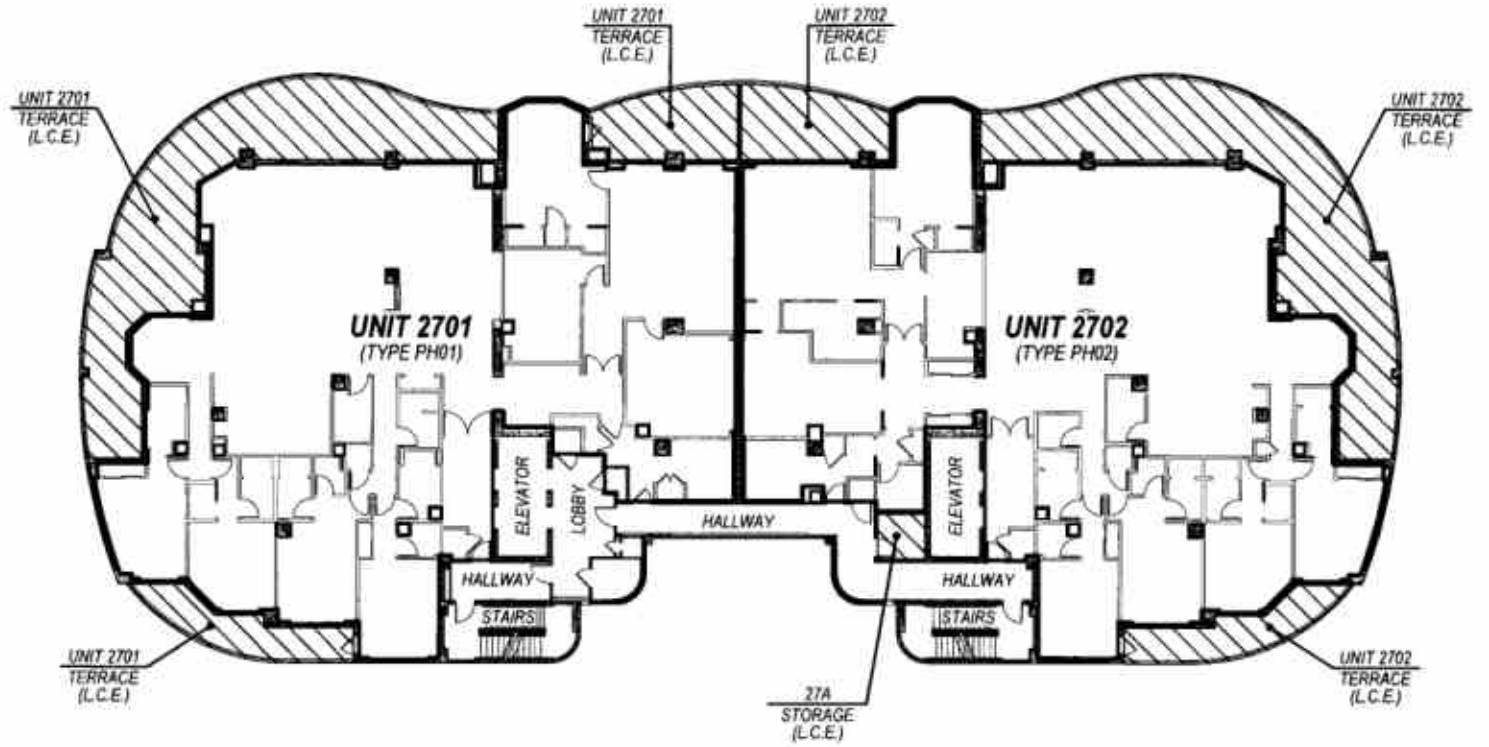
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

UNIT COUNT THIS FLOOR = 2



NOTE:
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NOTE:
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27th. FLOOR UNIT PLAN

(NSRS2011)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

0 15 30
SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
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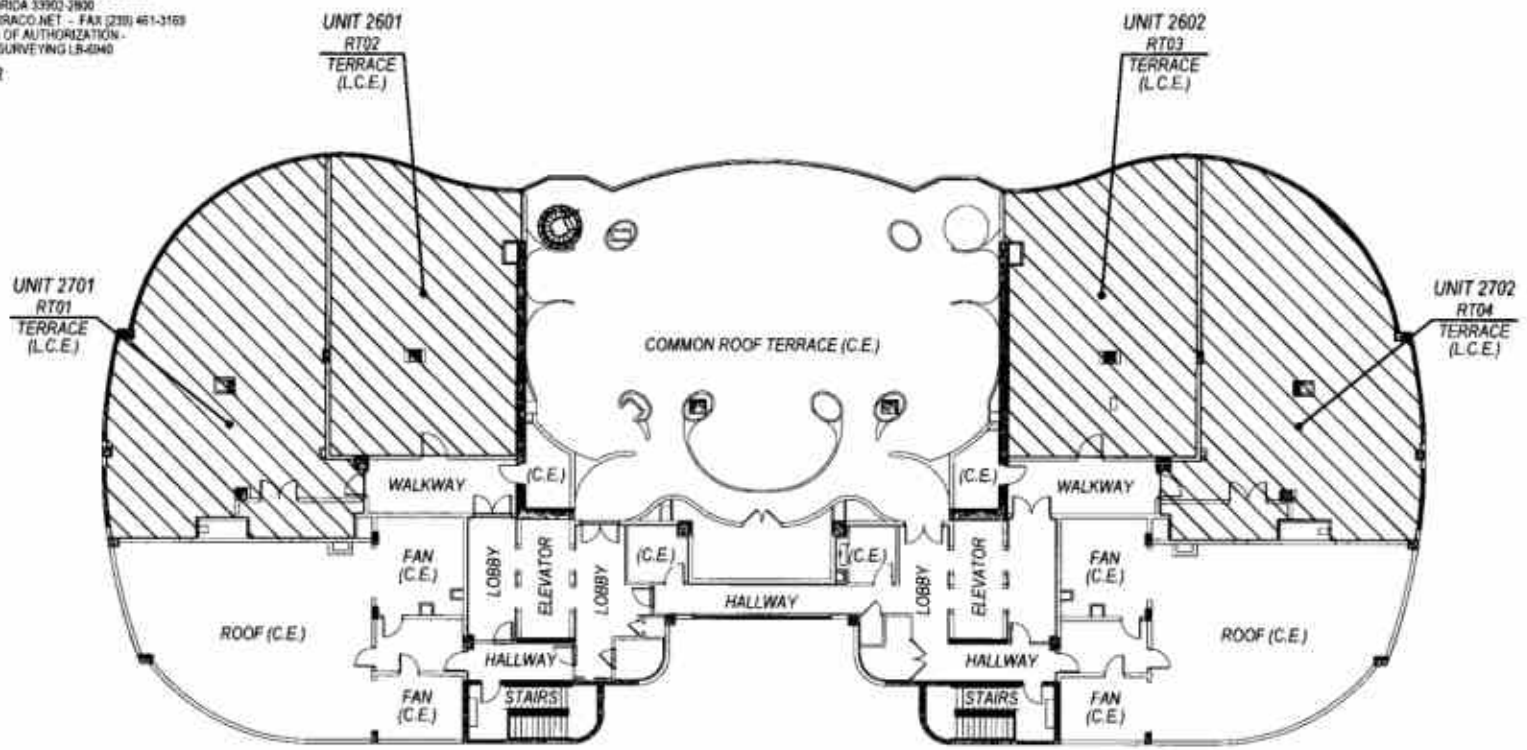
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6040

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 31 OF 70

NO UNITS ON THIS FLOOR



NOTE:
THE STORAGE SPACES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH SUCH STORAGE SPACE IS ASSIGNED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

NOTE:
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(ROOF LEVEL)

28th. FLOOR UNIT PLAN

(NSRS2011) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

N

0 15 30

SCALE IN FEET (1"=30')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

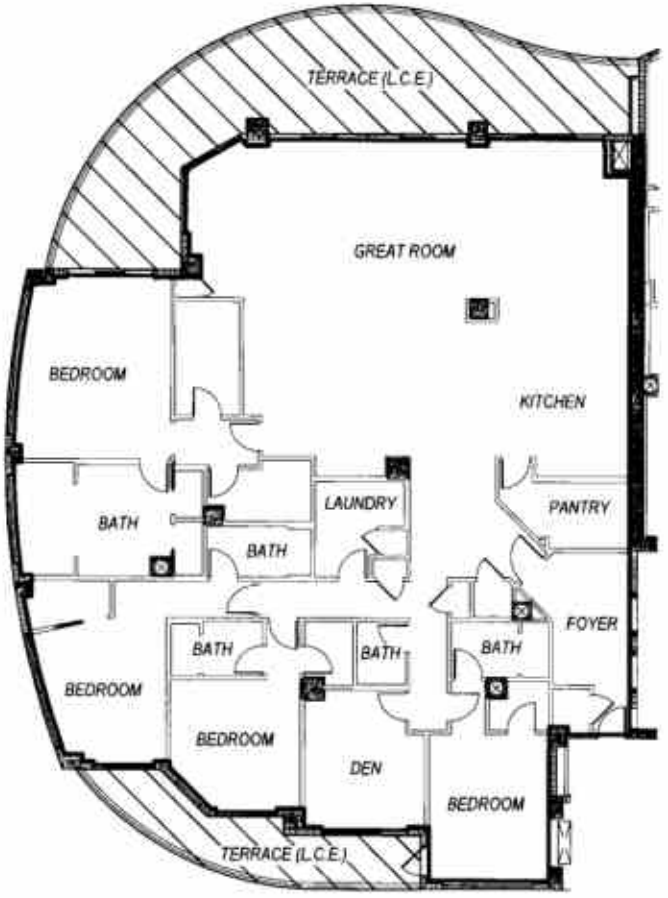
OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 32 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.

UNIT 401
UNIT 501
UNIT 601
UNIT 801
UNIT 1001
UNIT 1201
UNIT 1401
UNIT 1701
UNIT 1901
UNIT 2001
UNIT 2101
UNIT 2201
UNIT 2301
UNIT 2401
UNIT 2501



NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 01
(FLOORS 4, 5, 6, 7, 8, 10, 12, 14, 17, 19, 20, 21, 22, 23, 24 & 25)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

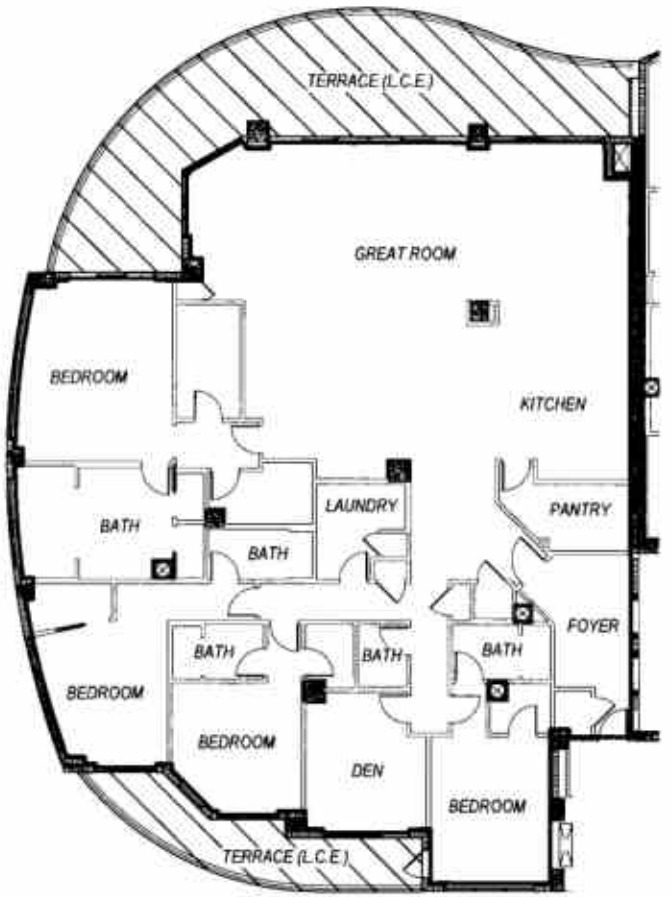
THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 33 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 701

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 01
(FLOOR 7)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

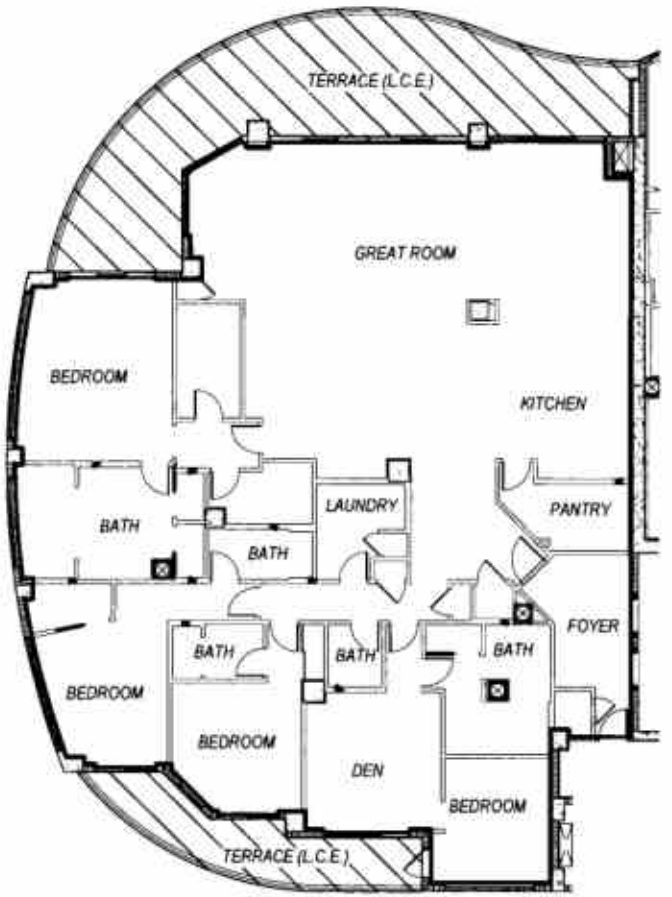
THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 34 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 901

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 01
(FLOOR 9)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

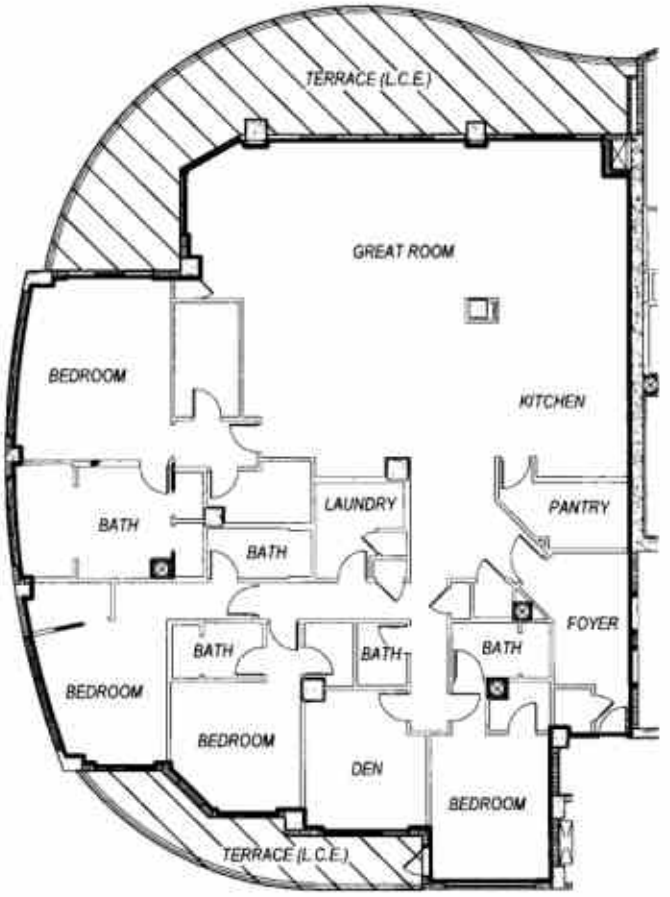
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2600,
FORT MYERS, FLORIDA 33902-2600
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 35 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1101

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 01
(FLOOR 11)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

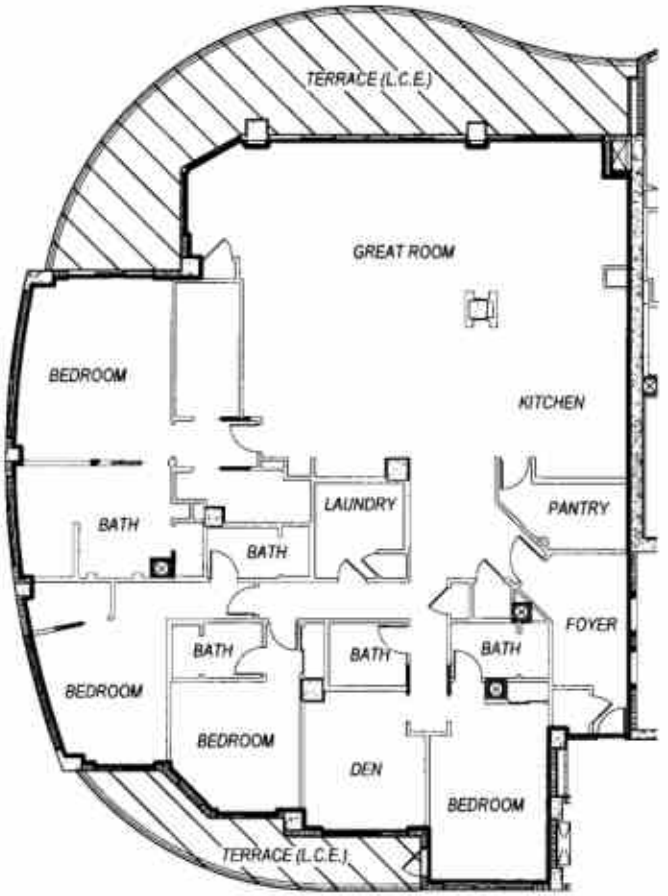
THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 36 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1501

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 01
(FLOOR 15)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

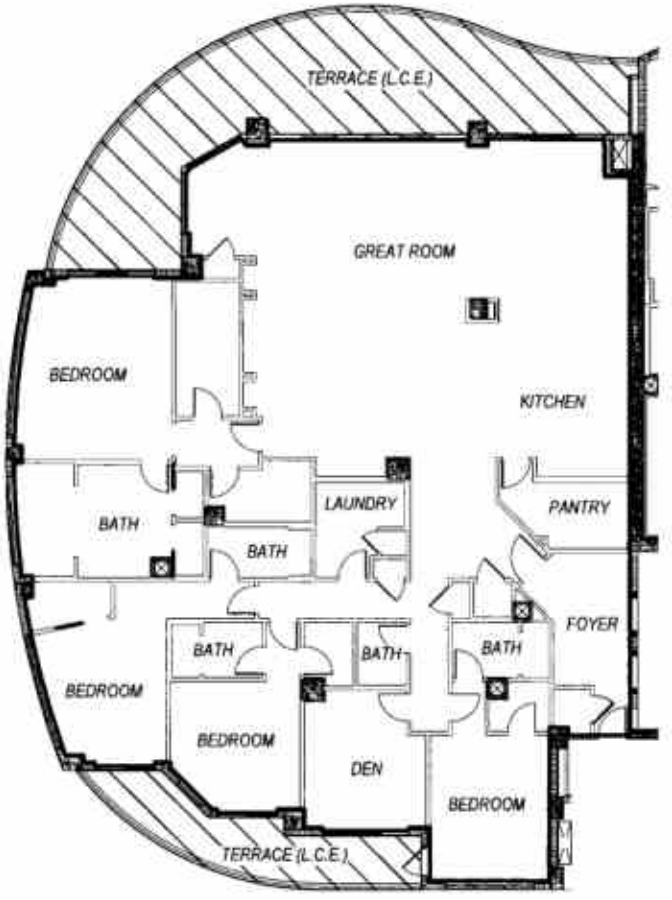
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 37 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1601

NOTE:
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UNIT TYPE 01
(FLOOR 16)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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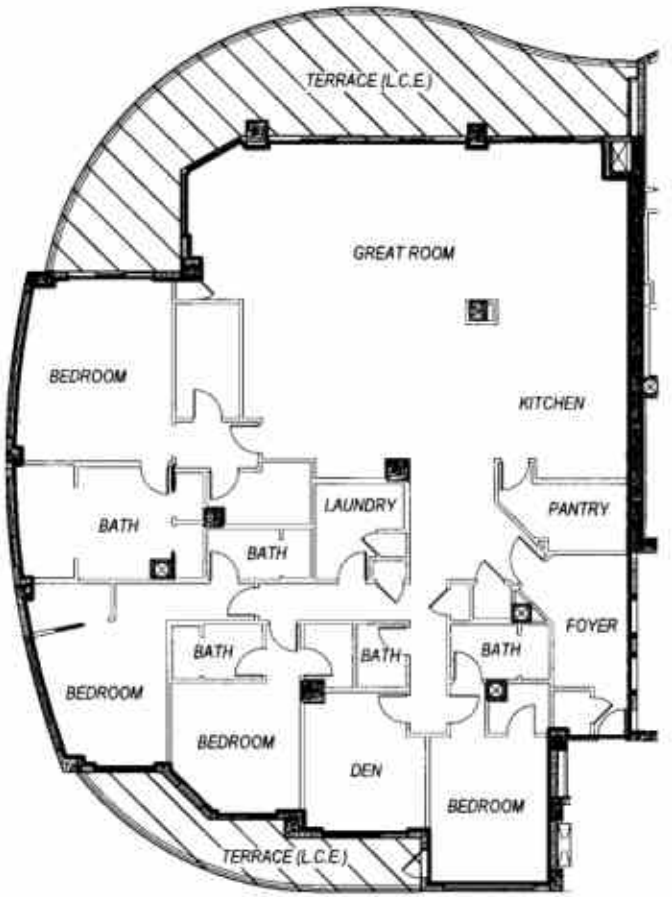
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 38 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1801

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 01
(FLOOR 18)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

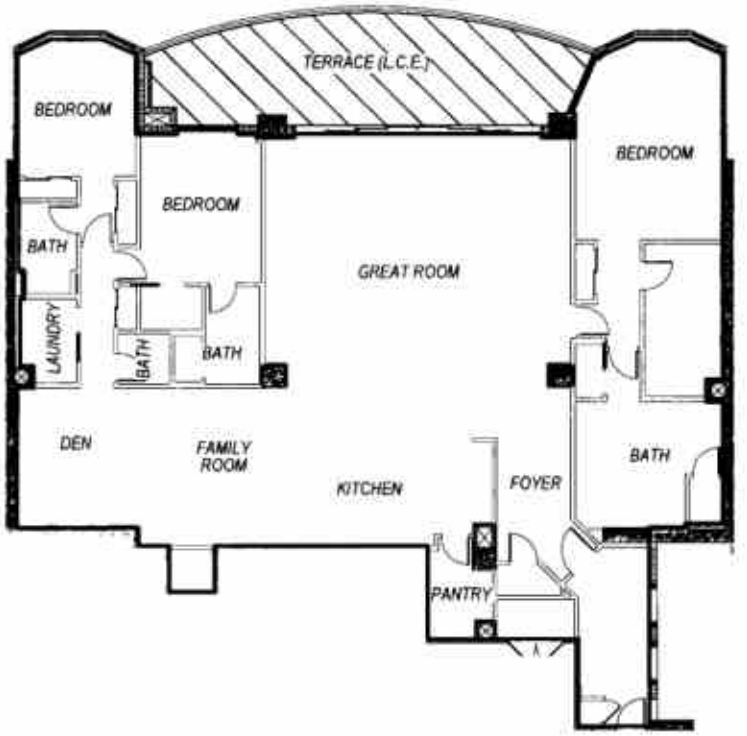
OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 39 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.

UNIT 402
UNIT 502
UNIT 602
UNIT 802
UNIT 1202
UNIT 1402
UNIT 1602
UNIT 1802
UNIT 2102
UNIT 2202
UNIT 2302
UNIT 2402
UNIT 2502



NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 02
(FLOORS 4, 5, 6, 8, 12, 14, 16, 18, 21, 22, 23, 24 & 25)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2600
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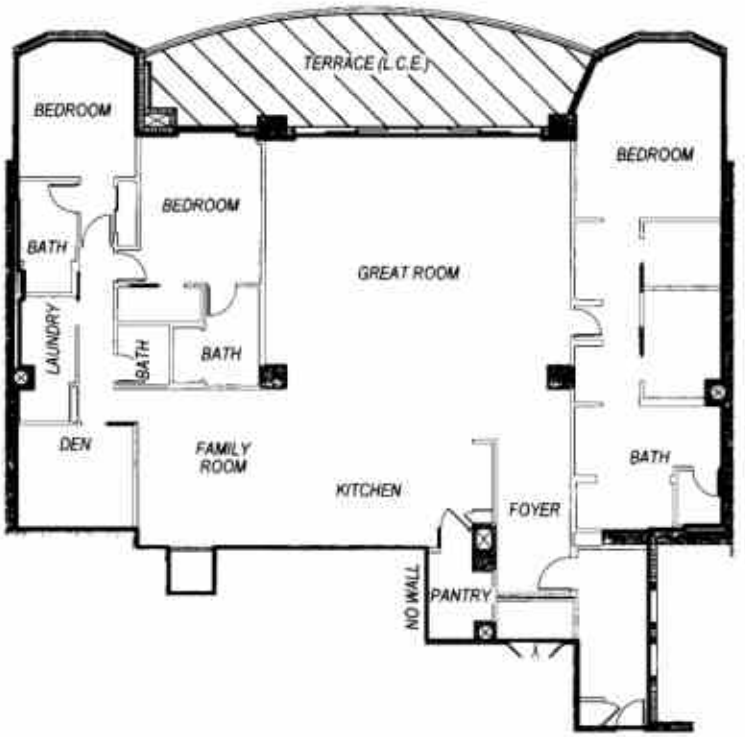
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 40 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 702

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.)

UNIT TYPE 02
(FLOOR 7)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 41 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 902

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 02
(FLOOR 9)

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2900
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FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 42 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1002

0 10 20
SCALE IN FEET (1"=20')

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 02
(FLOOR 10)

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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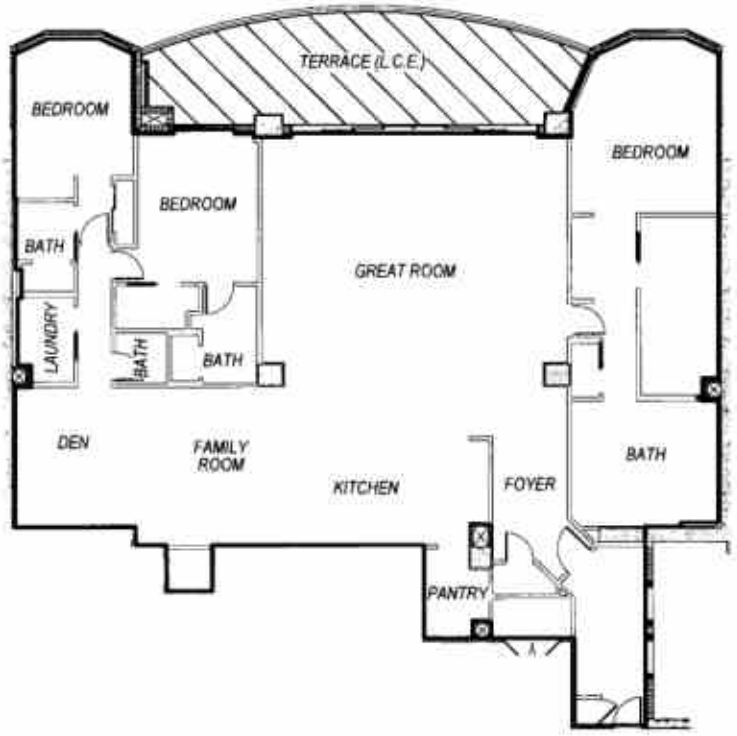
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 43 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1102

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 02
(FLOOR 11)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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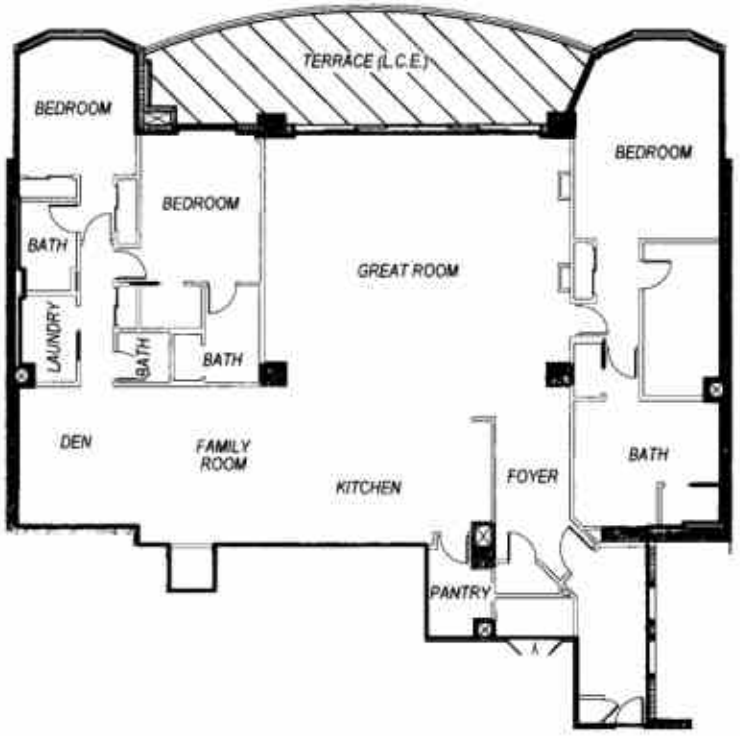
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 44 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1502

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 02
(FLOOR 15)

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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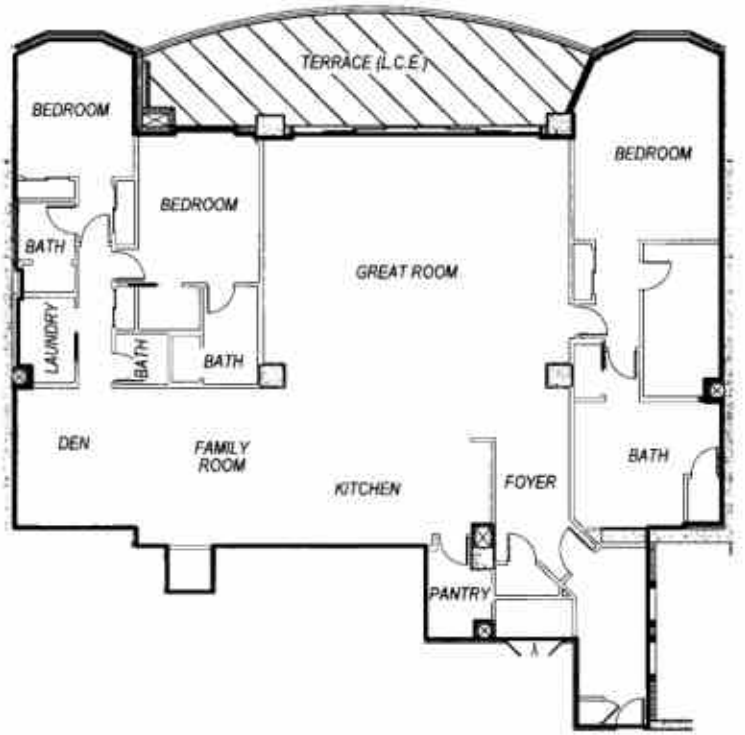
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 45 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1702

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 02
(FLOOR 17)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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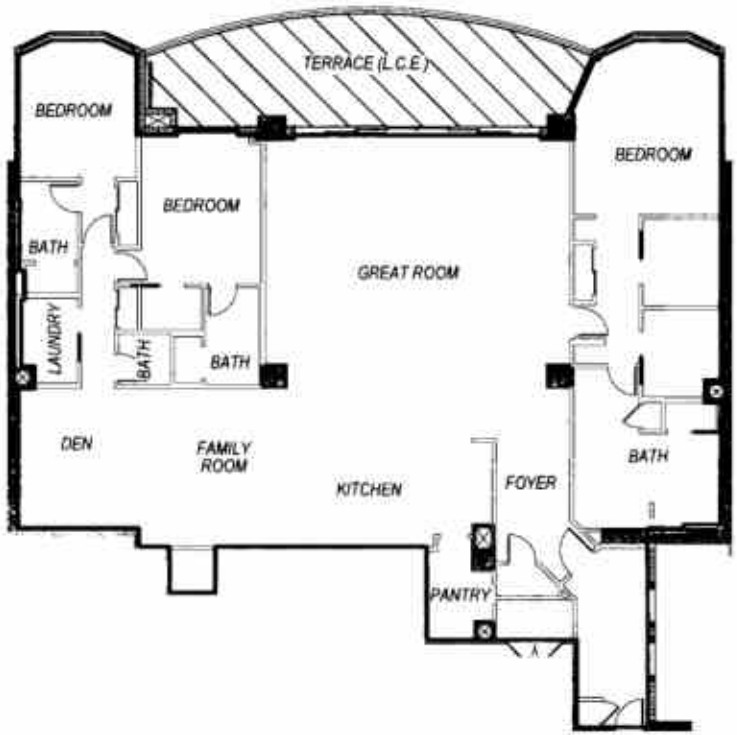
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 46 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1902

0 10 20
SCALE IN FEET (1"=20')

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 02
(FLOOR 19)

KEY
- UNIT
- LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2600
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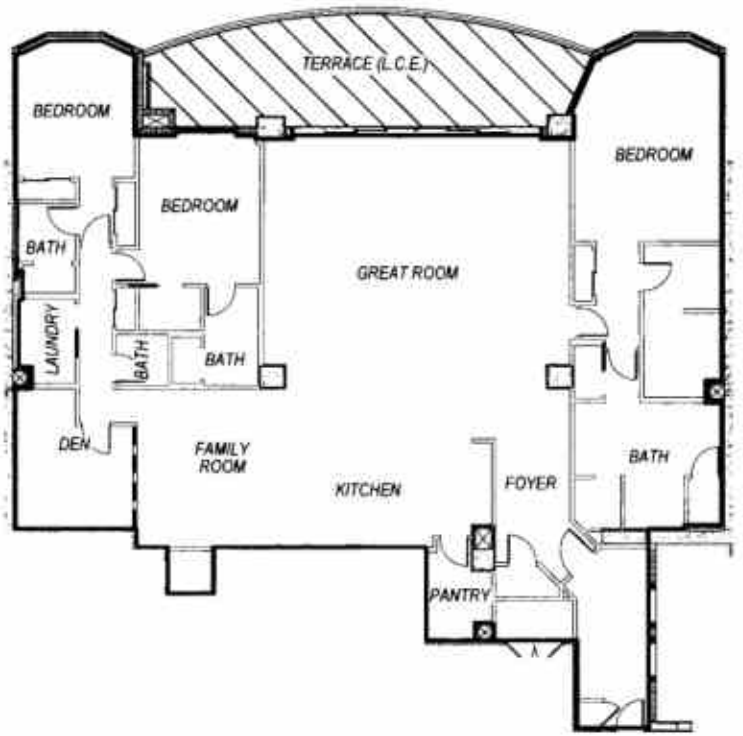
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6340

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 47 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 2002

0 10 20
SCALE IN FEET (1"=20')

KEY
- UNIT
- LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 02
(FLOOR 20)

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2600,
FORT MYERS, FLORIDA 33902-2600
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 48 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.

UNIT 403
UNIT 503
UNIT 903
UNIT 2403

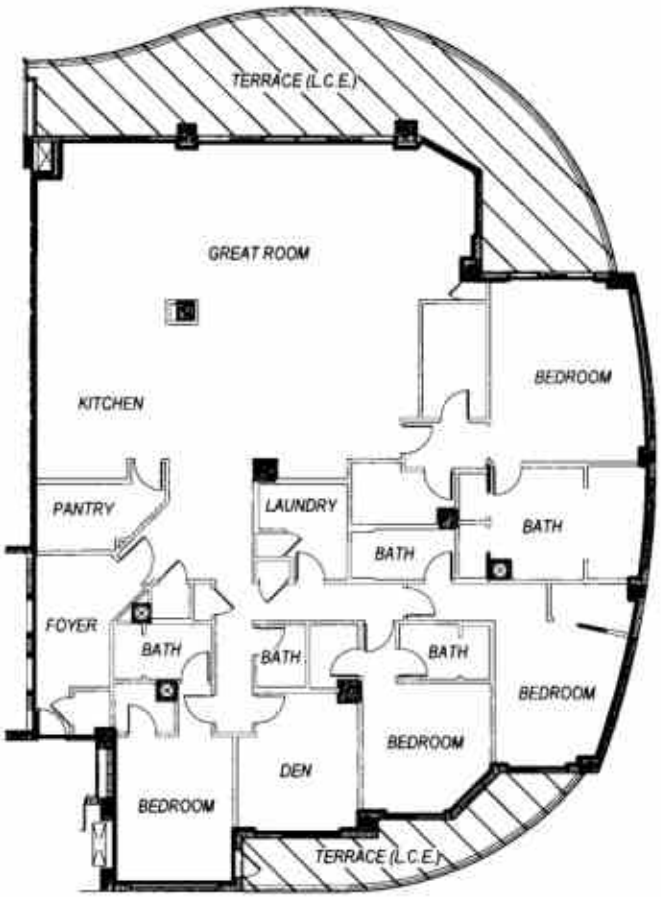


EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOORS 4, 5, 9 & 24)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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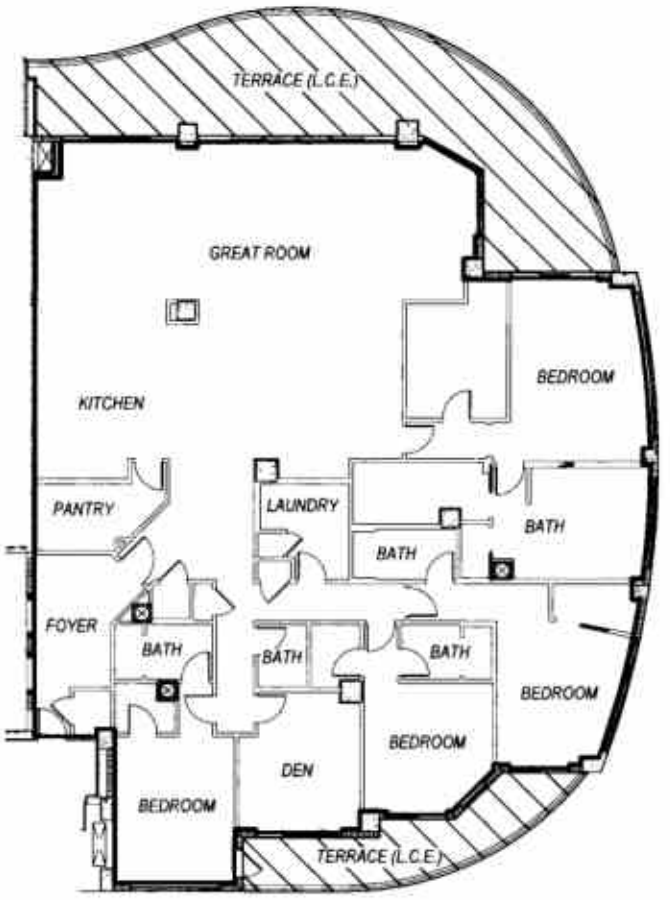
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 49 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 603

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 6)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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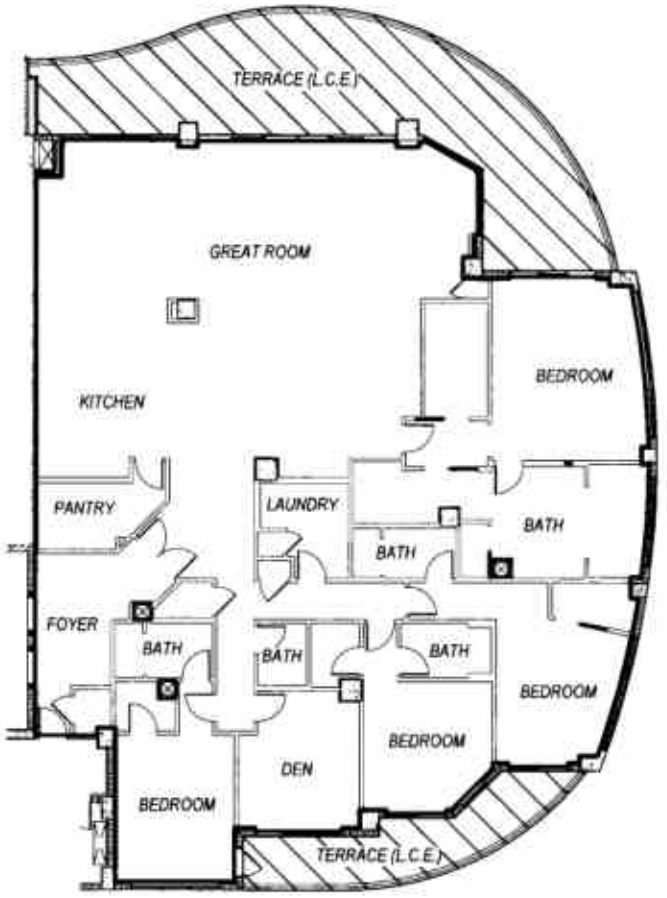
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 50 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 703

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 7)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2850
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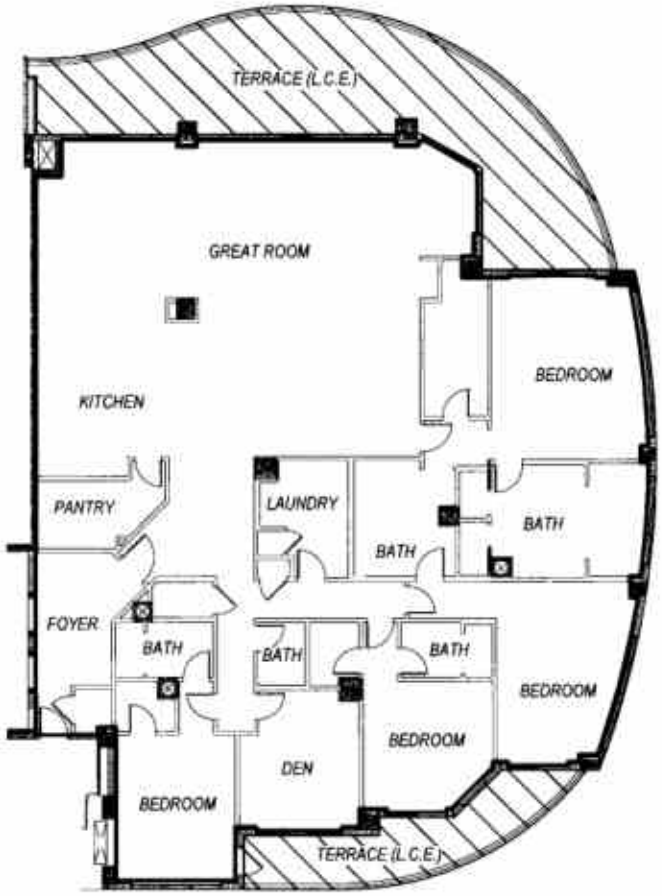
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 51 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 803

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 8)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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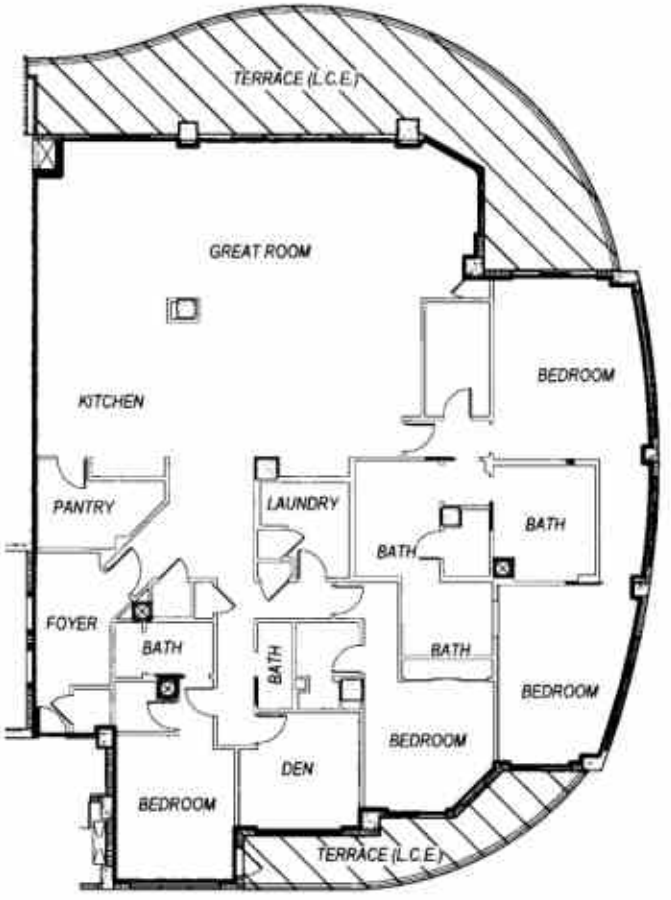
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 52 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1003

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 10)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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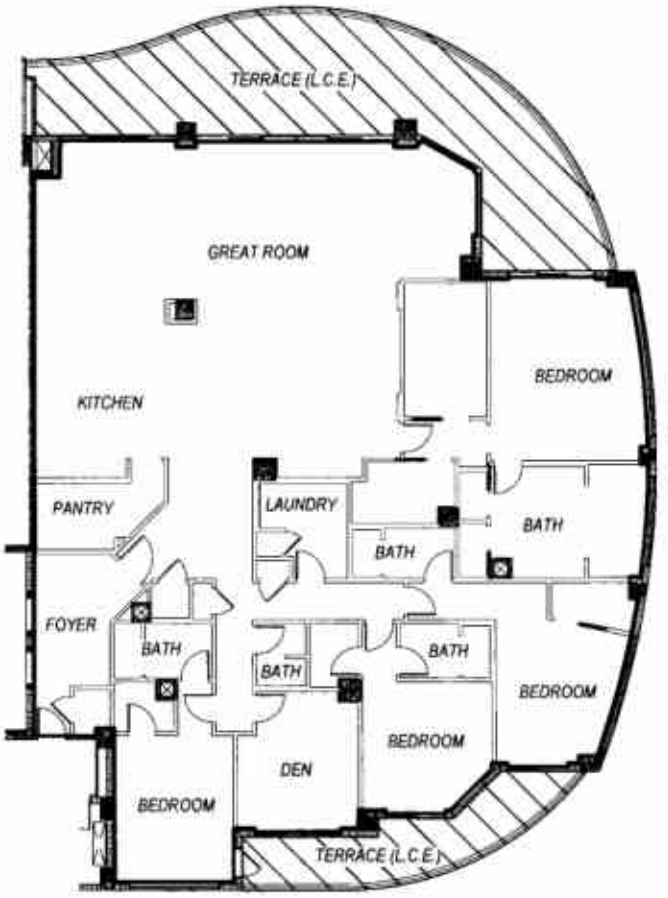
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 53 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1103

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 11)

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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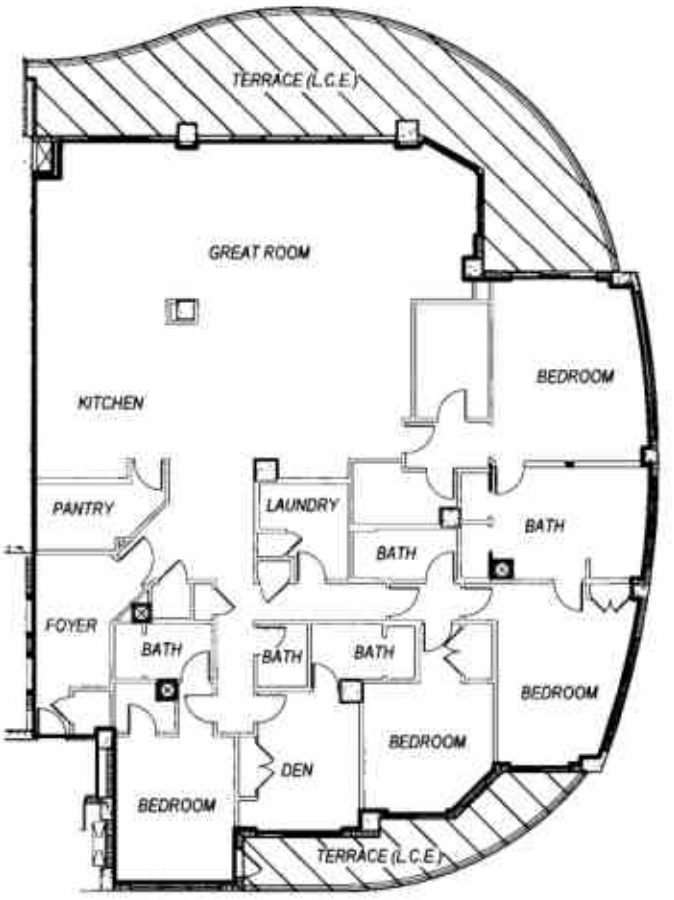
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 54 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1203

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 12)

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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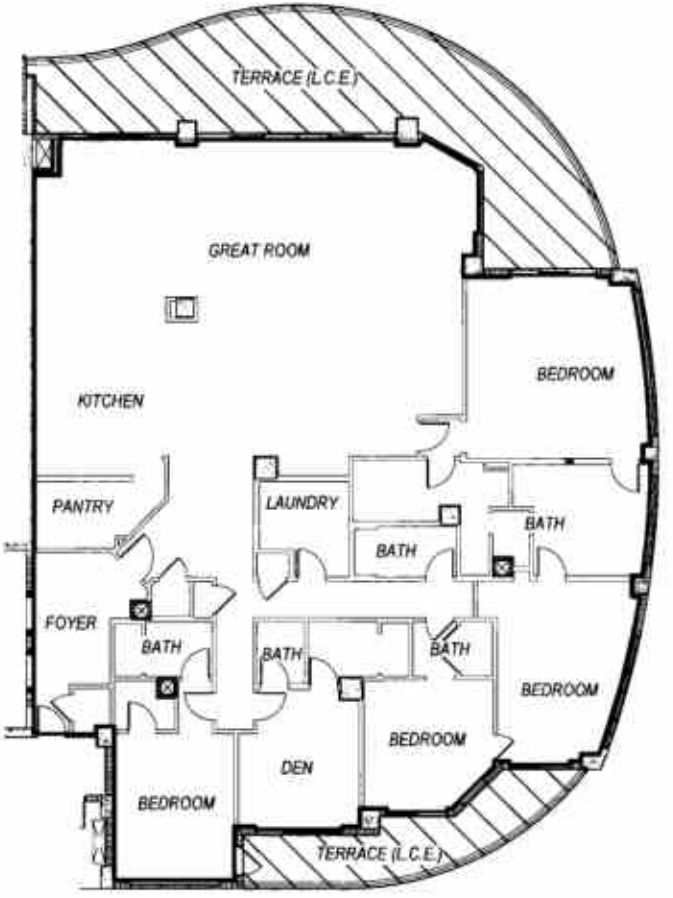
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 55 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1403

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 14)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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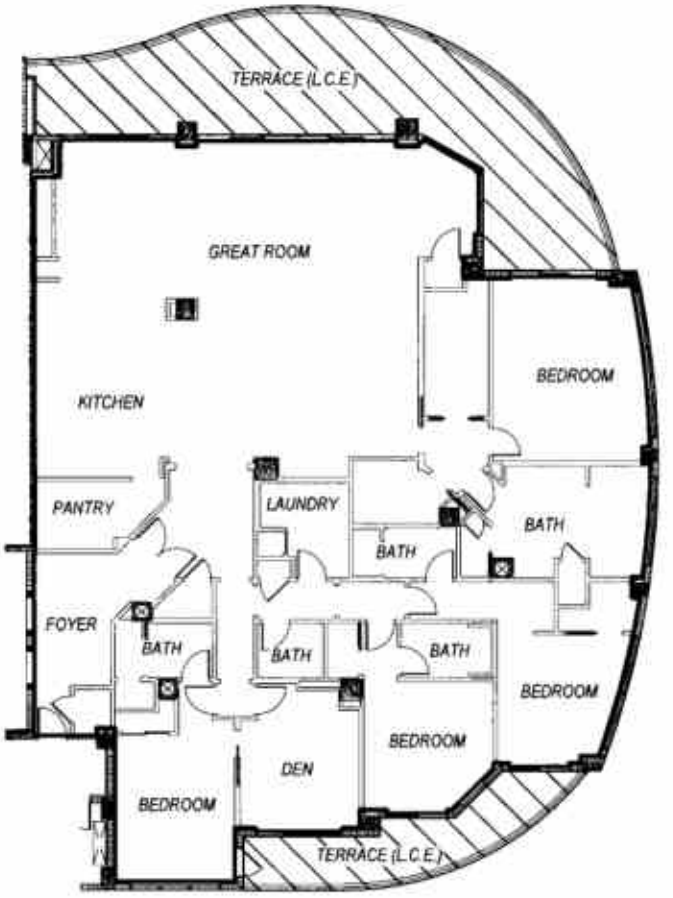
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 56 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1503

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 15)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2600,
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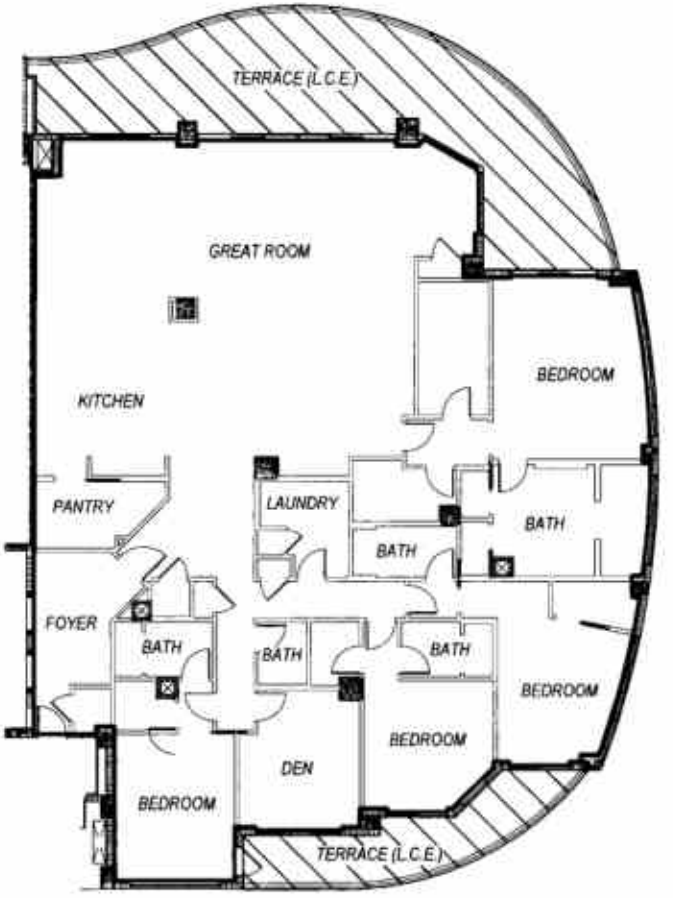
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 57 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1603

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 16)

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
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2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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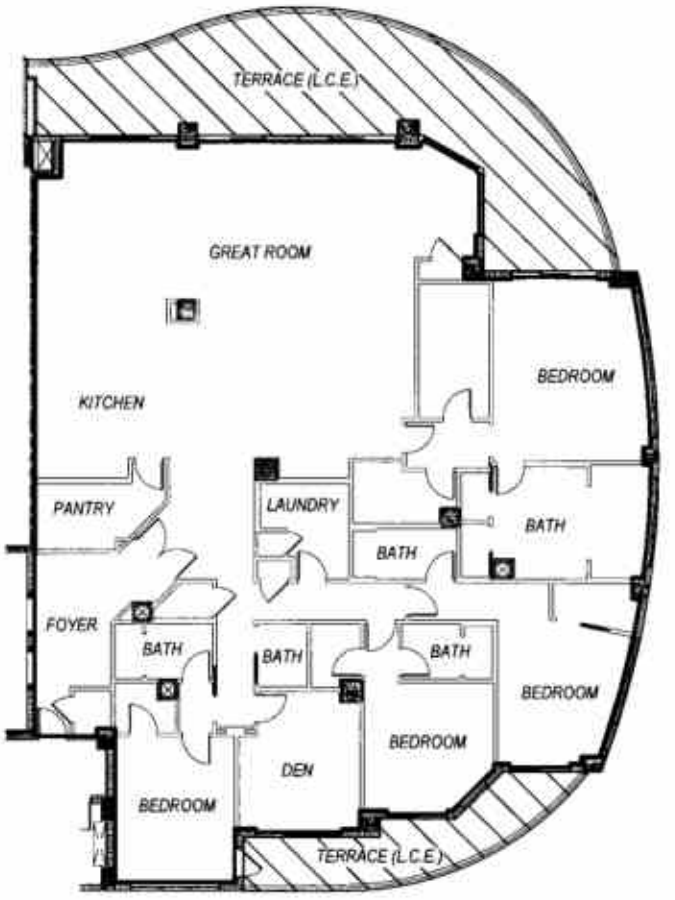
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 58 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1703

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 17)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
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2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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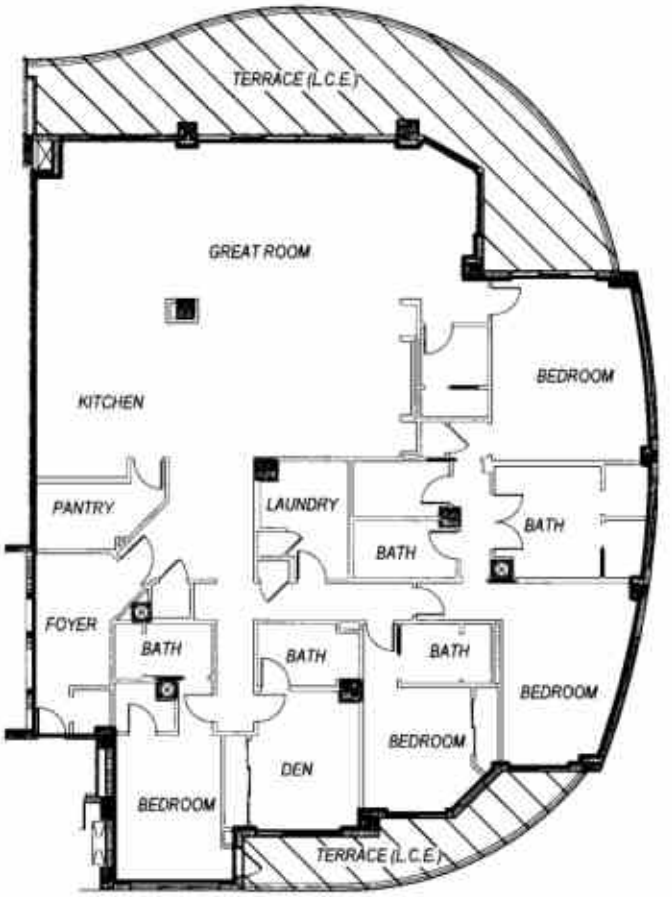
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6540

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 59 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1803

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 18)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
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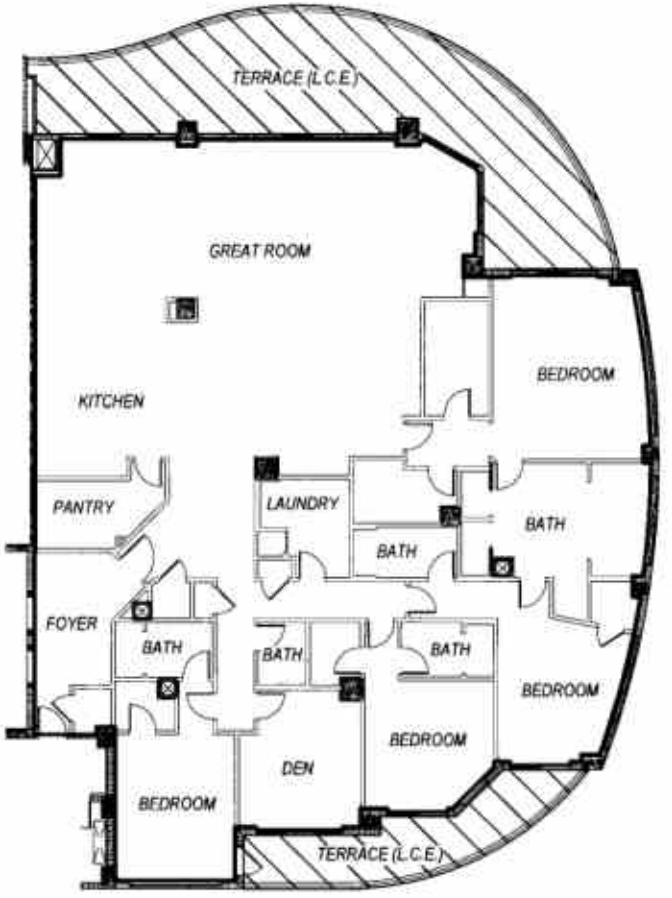
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 60 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 1903

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 19)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
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2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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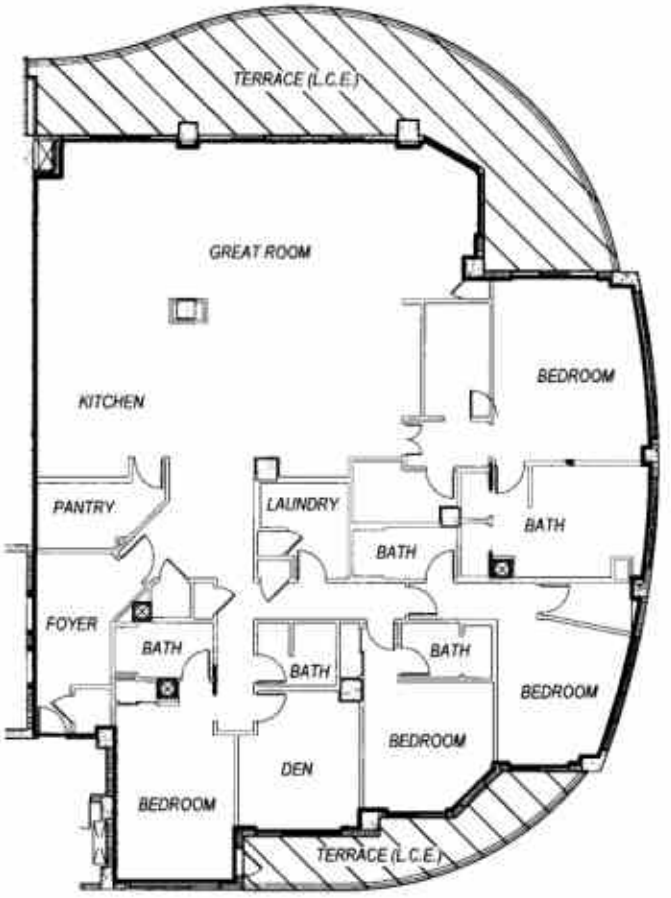
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 61 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 2003

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 20)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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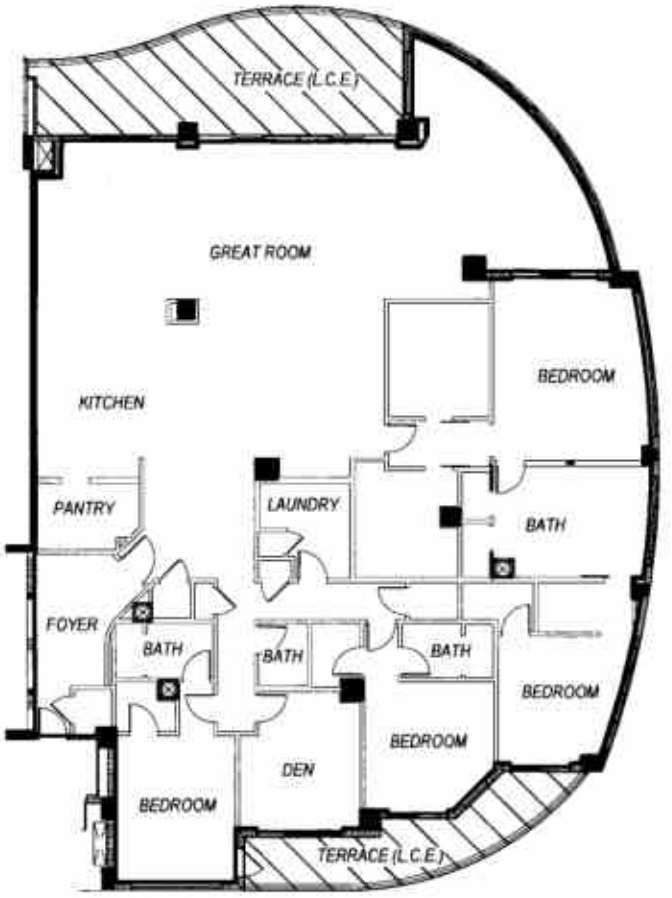
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 62 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 2103

0 10 20
SCALE IN FEET (1"=20')

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 21)

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100 P.O. DRAWER 2800
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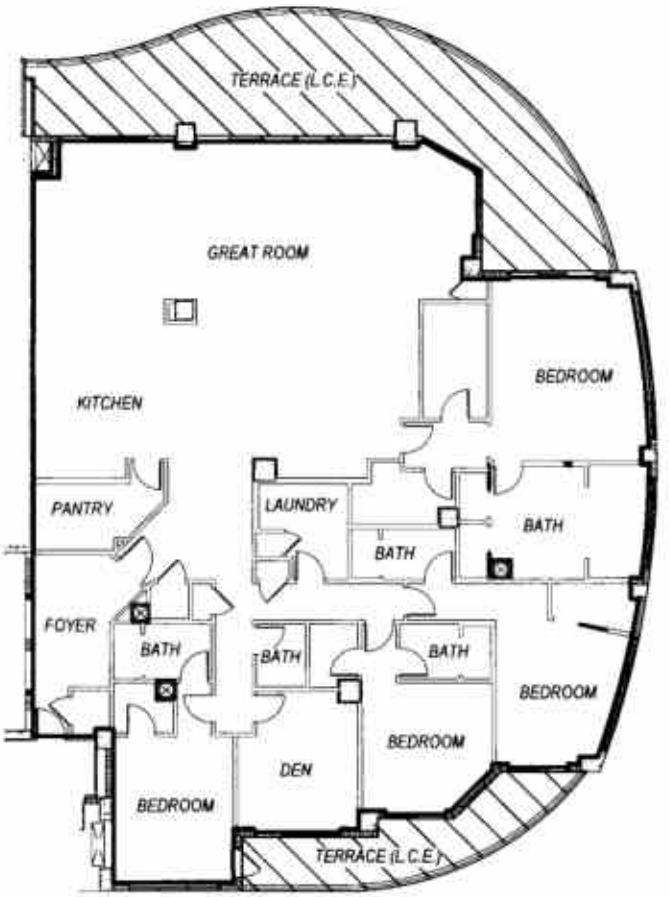
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 63 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 2203

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 22)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2850,
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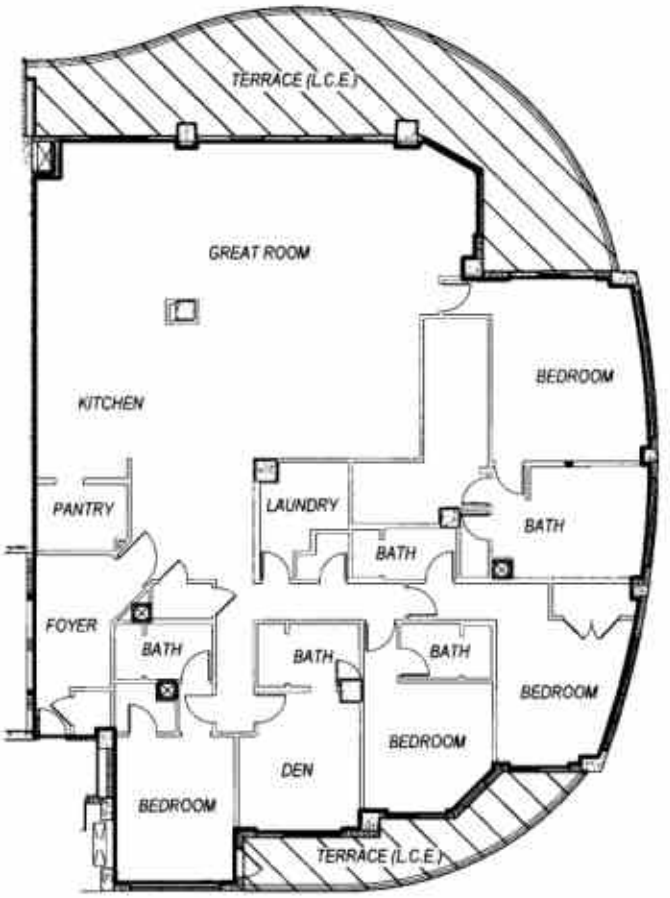
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6945

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 64 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 2303

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 23)

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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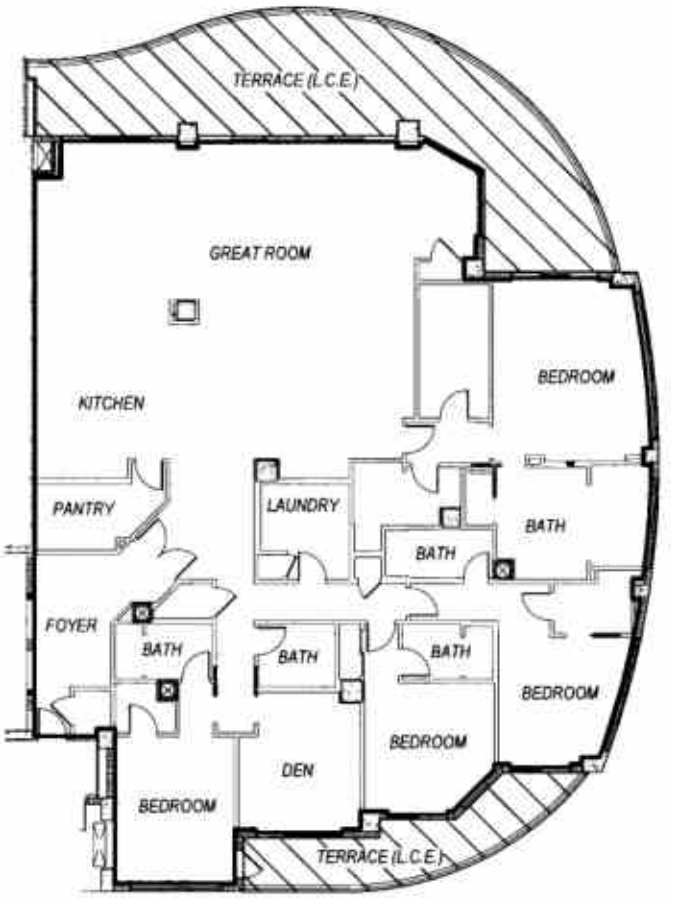
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6840

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 65 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 2503

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE 03
(FLOOR 25)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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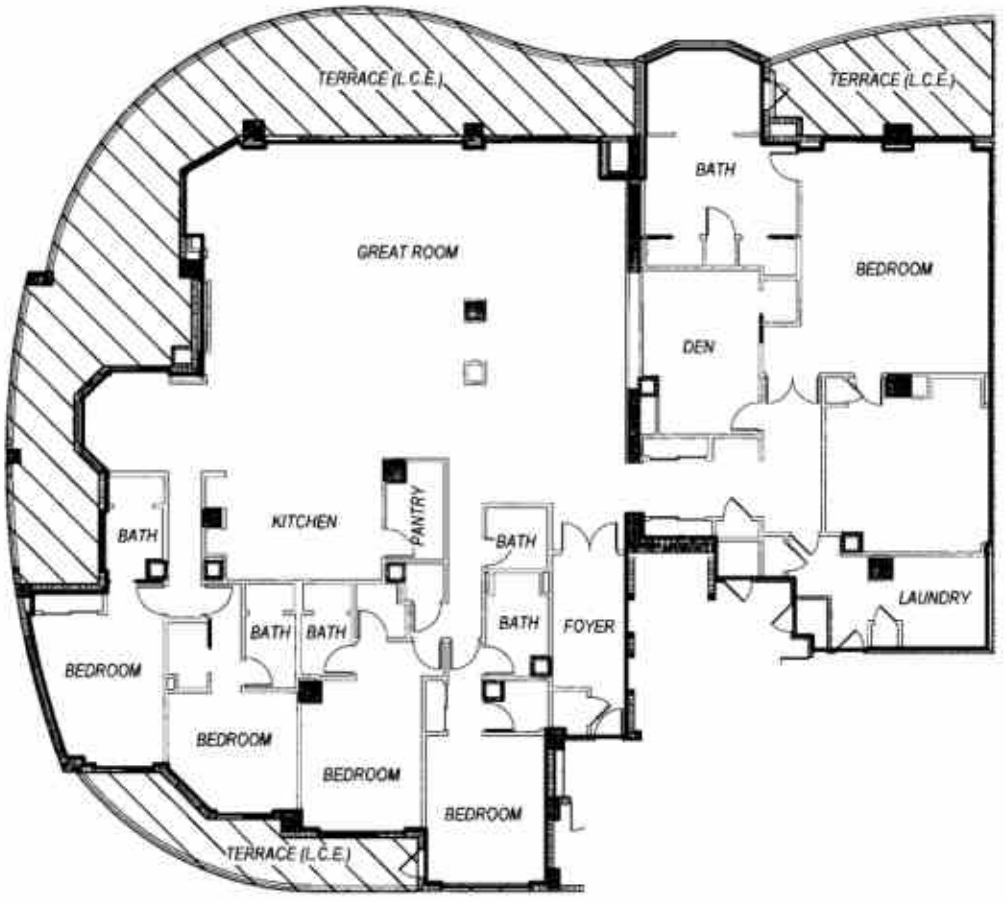
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 66 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 2601

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE PH01
(FLOOR 26)

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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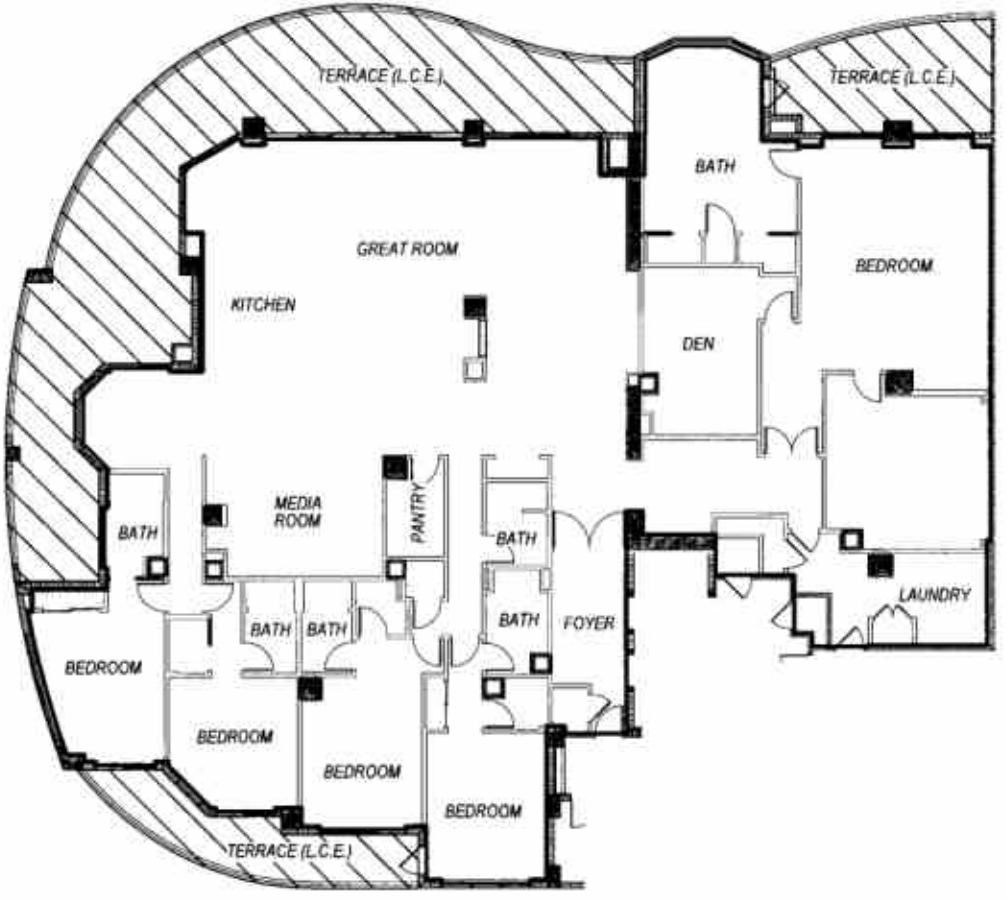
ENGINEERING 7996 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 67 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 2701

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE PH01

(FLOOR 27)

0 10 20
SCALE IN FEET (1"=20')

KEY

UNIT

LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

THIS INSTRUMENT PREPARED BY
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800
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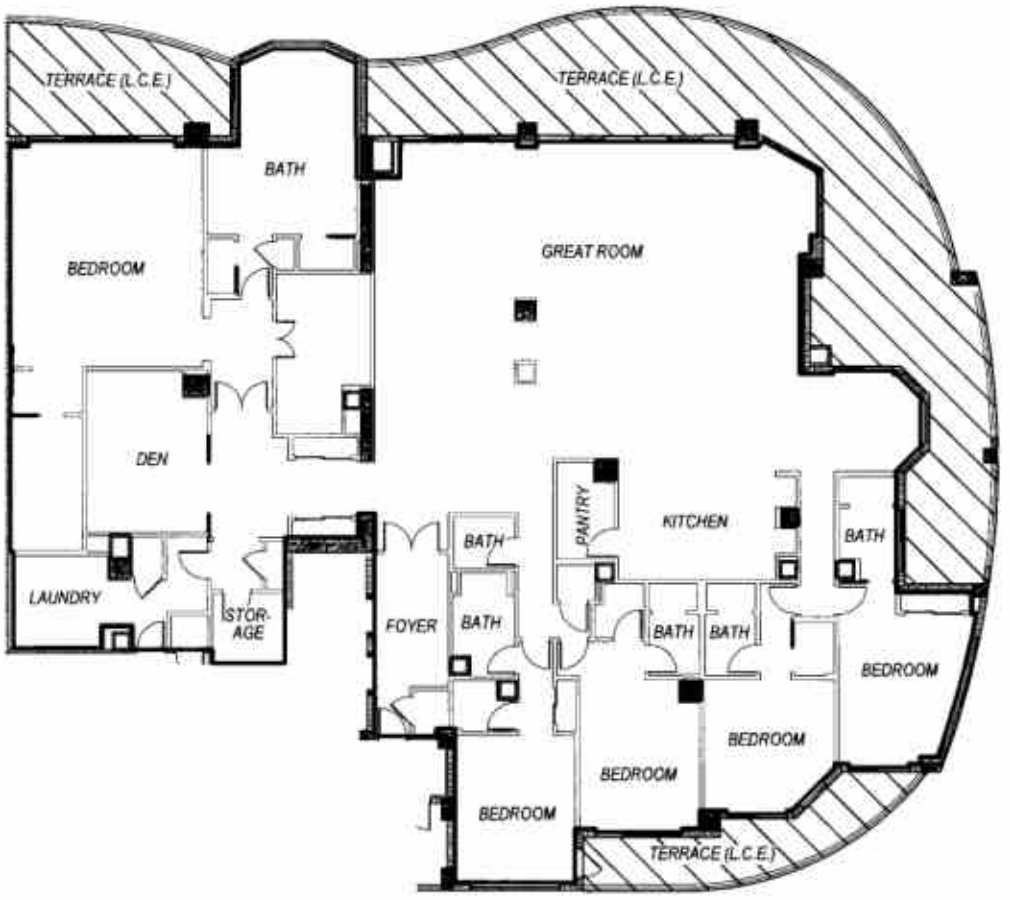
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 68 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 2602

0 10 20
SCALE IN FEET (1"=20')

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE PH02
(FLOOR 26)

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

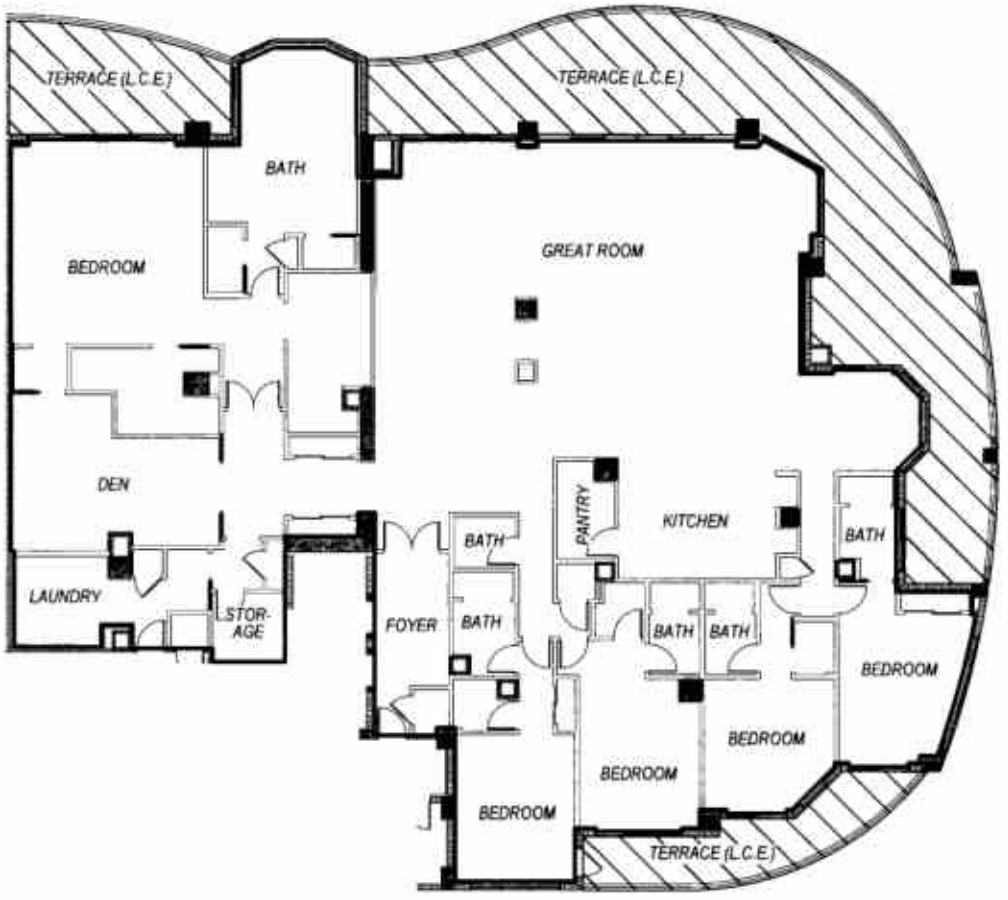
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

SHEET 69 OF 70

NOTE:
ANY BALCONY OR TERRACES L.C.E. SHOWN ON THIS SHEET IS A LIMITED COMMON ELEMENT APPURTENANT TO THE SPECIFIC UNIT TO WHICH IT IS ADJACENT.



UNIT 2702

0 10 20
SCALE IN FEET (1"=20')

NOTE:
UNLESS OTHERWISE NOTED, AREAS THAT ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS, INCLUDING LOBBIES, STAIRS, ELEVATORS, HALLWAYS, TRASH ROOMS AND WALKWAYS ARE COMMON ELEMENTS (C.E.).

UNIT TYPE PH02
(FLOOR 27)

KEY
UNIT
LIMITED COMMON ELEMENT (L.C.E.) TO A SPECIFIC UNIT

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

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OMEGA AT BONITA BAY CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____

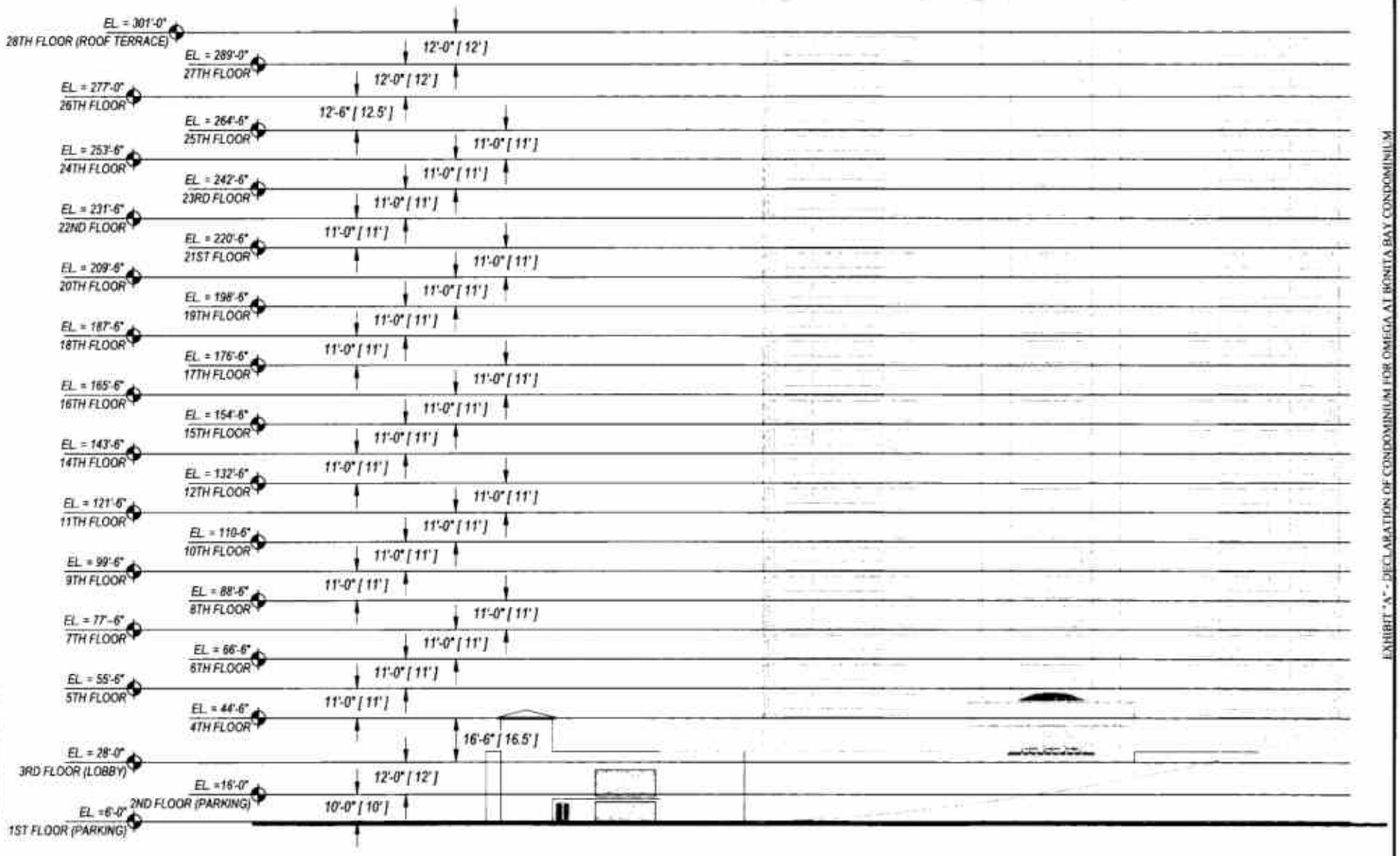

EXHIBIT "A" - DECLARATION OF CONDOMINIUM FOR OMEGA AT BONITA BAY CONDOMINIUM

NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

ELEVATION VIEW (LOOKING WEST)

0 25 50
SCALE IN FEET (1"=50')

EXHIBIT "B"

The initial copy of the Articles of Incorporation of the Association.

N22000009548

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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Account Name : FOLEY & LARDNER
Account Number : I19980000047
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Fax Number : (407)648-1743

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: arecchio@foley.com

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FLORIDA PROFIT/NON PROFIT CORPORATION
Omega at Bonita Bay Condominium Association, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	$70.00

2022 AUG 17 PM 12:19

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H22000278607 3

ARTICLES OF INCORPORATION

OF

OMEGA AT BONITA BAY CONDOMINIUM ASSOCIATION, INC.
(a corporation not-for-profit)

All terms used in these Articles of Incorporation of Omega at Bonita Bay Condominium Association, Inc. (the "**Articles**") will have the same meaning as the identical terms used in the Declaration of Condominium of Omega at Bonita Bay Condominium (the "**Declaration**"), unless the context otherwise requires.

ARTICLE I

Name

The name of the corporation will be Omega at Bonita Bay Condominium Association, Inc. For convenience this corporation will be referred to in these Articles as the "**Association.**"

ARTICLE II

Purposes

1. The purpose for which the Association is organized is to manage, operate and maintain a condominium to be known as Omega at Bonita Bay Condominium ("**Condominium**") in accordance with the Declaration and for any other lawful purpose.

2. The Association is a nonprofit corporation and has no capital stock and will not make any distribution of income or profit to its members, directors or officers.

ARTICLE III

Powers

1. The Association will have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, together with such additional specific powers as are contained in the Bylaws or Declaration, and all other powers reasonably necessary to implement the purpose of the Association.

2. All funds and the titles to all property acquired by the Association and the proceeds thereof must be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

3. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

Members

The qualifications of members, the manner of their admission to the Association, and voting by members will be as follows:

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1. All Owners are members of this Association, and no other persons or entities are entitled to membership. Each Owner will be entitled to vote in accordance with the Bylaws.

2. Changes in membership in the Association will be established by the recording in the Public Records of Lee County, Florida, of a deed or other instrument establishing a change of record title to a Unit and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument will thereby become a member of the Association. The membership of the prior Owner will be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's Unit.

ARTICLE V

Directors

1. The affairs of the Association will be managed by a board of directors of not less than three (3) nor more than seven (7) directors as will be determined by the Bylaws, and in the absence of such determination will consist of three (3) directors.

2. Directors of the Association will be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws.

ARTICLE VI

Indemnification

Every director and every officer of the Association must be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon such officer or director in connection with any proceeding to which he or she may be a party, or in which such officer or director may become involved by reason of his or her being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification herein will apply only when the Board has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VII

Bylaws

The Bylaws will be adopted by the Board and may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE VIII

Amendments

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

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

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2. Until the first election of a majority of directors by members other than the Developer, proposal of an amendment and approval thereof will require the affirmative action of a majority of the entire membership of the Board, and no meeting of the members nor any approval thereof is required, unless such meeting or approval is required by the Declaration or Chapter 718.

3. After the first election of a majority of directors by members other than the Developer, a resolution approving a proposed amendment may be proposed by either the Board or by the members of the Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than a majority of the entire membership of the Board and by not less than a majority vote of all of the Owners at a duly called meeting of the Association. Directors and the members not present at the meeting considering the amendment may express their approval in writing ten (10) days after such meeting.

4. Once adopted, an amendment will be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Lee County, Florida.

5. Notwithstanding the foregoing, these Articles may be amended by the Developer as may be required by any governmental entity; as may be necessary to conform these Articles to any governmental statutes; as may be in the best interests of the Association; or as the Developer may deem appropriate, in its sole discretion, to carry out the purposes of the project and to expand or enhance the Condominium.

ARTICLE IX

Term

The term of the Association is the life of the Condominium. The Association will be terminated by the termination of the Condominium in accordance with the Declaration. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C. and be approved in writing by the South Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE X

Incorporator

The name and address of the incorporator to these Articles of Incorporation is as follows:

Name	Address
Anthony Solomon	3066 Tamiami Trail N. #201 Naples, Florida 34103

ARTICLE XI

Registered Agent

The Association hereby appoints Karen Welks as its Registered Agent to accept service of process within this state, with the Registered Office located at 3066 Tamiami Trail North, Suite 201, Naples, Florida 34103.

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ARTICLE XII

Principal Office

The address of the principal office of the Association is at 3066 Tamiami Trail N. #201 Naples, Florida 34103, or at such other place as may be subsequently designated by the Board. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 718.

IN WITNESS WHEREOF the incorporator has hereto affixed to these Articles of Incorporation the incorporator's signature this 16 day of August, 2022.

By: _____
Anthony Solomon

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of August, 2022 by Anthony Solomon, as incorporator of Omega at Bonita Bay Condominium Association, Inc. He is personally known to me or has produced _____ as identification.

[Notary Seal]

PHYLLIS M. BRITTON
Commission # GG 939028
Expires April 7, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public

PHYLLIS M BRITTON
Name typed, printed or stamped
My Commission Expires: 4/7/24

2022 AUG 17 AM 11:31

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REGISTERED AGENT CERTIFICATE

Having been designated as registered agent to accept service of process for Omega at Bonita Bay Condominium Association, Inc. within the State of Florida, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

Karen Welks 8/16/22

(Signature of Registered Agent) KAREN WELKS (Date)

2022 AUG 17 AM 2:00

EXHIBIT "C"

The initial copy of the Bylaws of the Association.

BYLAWS

OF

OMEGA AT BONITA BAY CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit
under the laws of the State of Florida

All terms used in these Bylaws of Omega at Bonita Bay Condominium Association, Inc. ("**Bylaws**") will have the same meaning as the identical terms used in the Declaration of Condominium of Omega at Bonita Bay Condominium ("**Declaration**"), unless the context otherwise requires. In the event of a conflict between these Bylaws and the Declaration, the Declaration will prevail. Any reference to a provision or specific article, section, paragraph, sub-article, sub-section, or sub-paragraph of Chapter 718 or such other Florida Statute is a reference to the same as it is constituted on the date of the recording of the Declaration in the Public Records of Collier County, Florida or as it may be hereafter renumbered; provided, however, procedural amendments to applicable Florida Statutes shall apply to the extent and as permitted by and in accordance with Florida law.

I. IDENTITY

These are the Bylaws of Omega at Bonita Bay Condominium Association, Inc., a nonprofit corporation under the laws of the State of Florida ("**Association**"), and under the Articles of Incorporation ("**Articles**") which have been filed in the office of the Florida Secretary of State. The Association has been organized for the purpose of administering a condominium upon certain lands in Lee County, Florida, known as Omega at Bonita Bay Condominium ("**Condominium**"), in accordance with the Declaration.

1. The initial principal office of the Association is at 3066 Tamiami Trail North, Suite 201, Naples, Florida 34103, or at such other place as may be designated by the Board from time to time.

2. The fiscal year of the Association is the calendar year.

3. The seal of the Association will bear the name of the Association, the word "Florida," the words "corporation not for profit," and the year of incorporation.

II. MEMBERS' MEETINGS

1. The annual members' meeting will be held at the Condominium Property (or at a location within forty-five (45) miles from the Condominium Property) during November, or at such other time, place, and date as may be designated by the Board, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members or the Condominium Documents.

2. Special members' meetings will be held whenever called by the president or vice-president or by a majority of the Board, at such time, place and date as may be designated by the Board, and must be called by such officers upon receipt of a written request from thirty percent (30%) of the voting interests except as provided for in Article III and Article VI below.

3. Notice of all members' meetings stating the time, place and date and the agenda for which the meeting is called will be provided to each member, unless waived in writing. Such notice will be sent in writing to each member at such member's address as it appears on the books of the Association and will be sent by mail or such other method of notice allowed by law including email or other form of electronic transmission to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting; provided, however, that electronic transmission may not be used as the sole method of giving notice of a special members' meeting called in whole or in part for the purpose of recalling a member of the Board. An affidavit executed by the secretary attesting to the mailing or the post office certificate of mailing will be retained in the records of the Association as proof of such mailing. In addition, a notice of the meeting will be posted at a conspicuous place on

the Condominium Property or the Association Property, which location will be duly adopted by rule by the Board, upon notice to the Owners, at least fourteen (14) continuous days prior to said meeting. An affidavit executed by the secretary attesting to the posting of the notice on the Condominium Property or the Association Property, as applicable, which affidavit may be the same affidavit attesting to the mailing of notices, will be retained in the records of the Association as proof of such posting. Members may waive notice of specific meetings and may take action by written agreement without meetings for those matters which are specifically provided for in the Condominium Documents or by statute. Any member's attendance at a meeting will constitute a waiver of the notice of that meeting. Mortgagees, as that term is defined in the Declaration, will, upon prior written request, be entitled to receive notice of all members' meetings. Failure to provide such notice does not invalidate any action taken at an otherwise properly noticed meeting. Where assessments against members are to be considered for any reason at a members' meeting, the notice will contain a statement that assessments will be considered and will specify the nature of any such assessment.

4. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Owners shall have the right to speak at the annual and special meetings of the Owners, committee meetings, and Board meetings with reference to all the designated agenda items. An Owner shall not have the right to speak with respect to items not specifically designated on the agenda; provided, however, that the Board may permit an Owner to speak on any such item at the Board's discretion. Each Owner who desires to speak at a meeting may do so, provided that such Owner has filed a written request with the secretary of the Association not less than twenty-four (24) hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole discretion and without being deemed to constitute a waiver as to any other subsequent speakers). Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker, unless the Board agrees otherwise.

5. The presence in person or by proxy of members representing thirty percent (30%) of the total voting interests eligible to vote constitutes a quorum. Except as otherwise provided by these Bylaws, approvals or actions given or taken by the Owners shall be given or taken in accordance with Section 9.7 of the Declaration. Notwithstanding anything in these Bylaws to the contrary, the provisions of this Section 5 shall only be amended by the vote of sixty-seven percent (67%) of all of the voting interests of the Association.

6. Each Unit Owner is entitled to one (1) vote per Unit owned at Association meetings. Votes for Units owned by more than one person or by a corporation or other entity must be cast by the voting representative named in a voting certificate signed or accepted by all of the Owners of that Unit and filed with the secretary of the Association. Each voting certificate will be valid until revoked by a subsequently executed and filed voting certificate. Notwithstanding anything in these Bylaws to the contrary, the number of votes allocated to each Owner as set forth in this Section 6 is an appurtenance to each Owner without the unanimous approval of all the Owners.

7. Votes may be cast in person or by proxy in accordance with the proxy requirements set forth in §718.112(2)(b), *Florida Statutes*, Quorum; voting requirements; proxies. Unless otherwise permitted under Chapter 718, Owners may not vote by general proxy, but may vote by limited proxy substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes (**"Division"**). Any proxy given is effective only for the specific meeting for which originally given and any lawfully adjourned meetings of such meetings and must be filed with the secretary at or before the appointed time of the meeting. Each proxy must specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy, and the date the proxy was given. Each proxy must contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote and the manner in which the vote is cast. In no event will any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which the proxy was given. Every proxy is revocable at any time at the pleasure of the member executing it. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in the member's place. If such provision is not made, substitution is not authorized. No voting interest or consent right allocated to a Unit owned by the Association will be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

8. The Association may conduct elections and other Owner votes through an Internet-based online voting system if an Owner consents, in writing, to online voting and the requirements of §718.128, *Florida Statutes*, Electronic voting, are satisfied.

9. Approval or disapproval of a member upon any matter, whether or not the subject of an Association meeting, must be by the same person, corporation or other entity who would cast the vote of such member if in an Association meeting.

10. If any meeting of members cannot be organized because a quorum has not been achieved, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

11. Unless modified by the Board or the members, the order of business at annual members' meetings and, as far as practicable at all other members' meetings, is as follows:

A. Collection of ballots

B. Call to order.

C. Election of chairman of the meeting.

D. Calling of the roll and certifying of proxies.

E. Proof of notice of meeting or waiver of notice.

F. Reading and disposal of any unapproved minutes.

G. Report of officers.

H. Report of committees.

I. Election of directors.

J. Unfinished business.

K. New business.

L. Adjournment.

Notwithstanding the foregoing, if any item listed above is not relevant to a particular meeting as determined by the Board in the Board's sole judgment, such item will not be required to be addressed at that particular meeting.

12. For so long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the prior approval in writing by the Developer:

A. Assessment of the Developer as the Owner of Units for capital improvements;

B. Any action by the Association that would be detrimental to the sale of Units by the Developer; and

C. Any other action by the Association for which the Condominium Documents require the prior written approval of the Developer.

III. DIRECTORS

1. The affairs of the Association are managed by a Board who will be members of the Association, excepting that directors appointed by the Developer and to fill Developer seats on the Board and the first Board and their successors appointed by the remaining directors (in the event of vacancies occurring before the first election of a majority of directors by members) need not be members. The initial Board consists of three (3) directors, and after the conclusion of the term of the initial Board the membership of the Board will consist of not less than three (3) nor more than seven (7) directors. Within these limits, the Board may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board will always consist of an odd number of members. Where Units are owned by corporations, the officers, directors, employees or other appointed representatives of said corporations are eligible to serve on the Board on behalf of the corporation. Notwithstanding anything in these Bylaws to the contrary, the provisions of this Section 1 shall only be amended by the vote of sixty-seven percent (67%) of all of the voting interests of the Association.

2. Election of directors will be conducted in the following manner:

A. Members of the Board are elected by written ballot or voting machine at an annual meeting of the members of the Association. Proxies may not in any event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless specifically allowed by Chapter 718. Not less than sixty (60) days before a scheduled election, the Association must mail, deliver, or electronically transmit by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each Owner entitled to vote, a first notice of the date of election along with an information sheet as contemplated by §718.112(2)(d)4.a, *Florida Statutes*, and such information sheet must be signed by and submitted to the Association by all candidates at least thirty-five (35) days before the election. Any Owner or other eligible person (as determined by §718.112(2)(d)2., *Florida Statutes*) desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days and no more than thirty-four (34) days before the election, the Association will mail, deliver, or electronically transmit a second notice of the election to all Owners entitled to vote in the election, together with a ballot listing all candidates. Upon request of a candidate, the Association will include an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing, delivery, or transmission of the ballot, with costs of mailing, delivery, or transmission and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. Elections are decided by a plurality of those ballots cast. There is no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There is no cumulative voting. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

B. Vacancies on the Board may be filled by the remaining directors subject to the provisions of Sections 2(C) and 12 of this Article. A director appointed to fill a vacancy in office will serve the remainder of the term of the office to which such director is appointed.

C. Owners other than the Developer are entitled to elect members of the Board at such times as are prescribed by this Section 2 and §718.301, *Florida Statutes*. The Developer will designate the initial members of the Board. The Developer will continue to designate from time to time all Developer positions on the Board until such time as the Developer is no longer entitled to elect or designate a director in accordance with §718.301, *Florida Statutes*, provided, however, that nothing in these Bylaws may be construed to preclude the Developer from relinquishing control of the Board at any earlier time that Developer may so elect. The initial directors appointed by the Developer will serve until the first election of directors. Unless applicable law is subsequently amended to permit a longer period of control of the Board by the Developer (in which case such applicable law will govern at the option of the Developer), Owners of Units other than the Developer will be entitled to elect members of the Board in accordance with §718.301, *Florida Statutes*, which provides as follows:

Florida Statutes Section 718.301 Transfer of association control; claims of defect by association.--

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

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

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

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

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

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

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

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

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

As to the election of directors under §718.301, *Florida Statutes*, above, within seventy-five (75) days after Owners other than the Developer are entitled to elect a member or members of the Board, the Association will call and give not less than sixty (60) days' notice of an election for the members of the Board. The election will proceed pursuant to Article III, Section 2, above.

3. The Board may alter the term of the members of the Board to provide alternating expirations to provide for continuity of business. Board members may serve terms longer than one (1) year, as determined by the Board. Co-owners of a Unit may not serve as members of the Board at the same time unless otherwise permitted by Chapter 718.

4. The organizational meeting of a newly elected Board will be held within ten (10) days of the election at such place and time as will be fixed by the Board at the meeting at which the directors were elected, and no further notice of the organizational meeting will be necessary provided that a quorum is present. Within 90 days after being elected or appointed to the Board, each newly elected or appointed director shall certify in writing to the secretary of the Association that the director has read the Declaration, Articles of Incorporation, Bylaws, and current written policies; that the director will work to uphold such documents and policies to the best of the director's ability; and that the director will faithfully discharge the director's fiduciary responsibility to the Association's members. In lieu of this written certification, within 90 days after being elected or appointed to the

Board, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by the Division approved condominium education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the director serves on the Board without interruption. A director who fails to timely file the written certification or educational certificate is suspended from service on the Board until the director complies with this Section 4. The Board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the Association to retain a director's written certification or educational certificate for inspection by the members for five (5) years after a director's election or the duration of the director's uninterrupted tenure, whichever is greater. Failure to have such written certification or educational certificate on file does not affect the validity of any Board action.

5. Regular meetings of the Board may be held at such time and place as will be determined from time to time by a majority of the directors. Notice of regular meetings will be given to each director, personally, by mail, telephone, or electronic transmission at least three (3) days prior to the date named for such meeting unless such notice is waived. Notice of all meetings of the Board will be continuously posted in a conspicuous place on the Condominium Property for the benefit of members at least forty-eight (48) hours in advance of such meeting, except in an emergency. Written notice of a Board meeting at which a nonemergency special assessment or an amendment to rules regarding Unit use will be considered must be mailed, delivered, or electronically transmitted to the Owners and posted conspicuously on the Condominium Property at least 14 days before the meeting. An affidavit executed by the secretary attesting to the compliance of notice under this Section 5 will be retained in the records of the Association as proof of such notice. Any item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the members of the Board. Such emergency action will be noticed and ratified at the next regular meeting of the Board. Notwithstanding anything in this Section 5 to the contrary, if a meeting of the Board, at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be considered is called, notice will be mailed, delivered or electronically transmitted to the Owners and posted conspicuously on the Condominium Property not less than 14 days prior to the meeting. Upon notice to the Owners, the Board will by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings will be posted. In addition to any of the authorized means of providing notice of a meeting of the board, the Association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on any website serving the Association for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the Condominium Property or as otherwise required by Chapter 718. Any rule adopted shall, in addition to other matters, include a requirement that the Association send an electronic notice in the same manner as a notice for a meeting of the Members, which must include a hyperlink to the website where the notice is posted, to Owners whose e-mail addresses are included in the Association's official records or as otherwise required by Chapter 718. For all meetings that regular or special assessments against Owners will be considered for any reason, the notice of such meeting must specifically state that assessments will be considered and the nature (including any contingent special assessment levied in conjunction with the purchase of an insurance policy authorized by §718.111(11), *Florida Statutes*), estimated cost, and description of the purposes for such assessments. All meetings of the Board are open to all members of the Association. The Board may adopt reasonable rules governing the frequency, duration and manner of Owner statements.

6. Special meetings of the Board may be called by the chairperson of the Board or the president and must be called by the secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days' notice of the meeting will be given to the directors personally or by mail, telephone, or electronic transmission, which notice will state the time, place and purpose of the meeting.

7. Any director may waive notice of a meeting before or after the meeting, and such waiver will be deemed equivalent to the giving of notice. Any director's attendance at a meeting constitutes a waiver of the notice of that meeting.

8. Members of the Board may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail, unless permitted by applicable law. A quorum at Board meetings consists of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present constitute the acts of the Board except as specifically otherwise provided in the

Declaration. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Once a quorum is present, the meeting may resume and any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. The presiding officer of Board meetings is the president of the Association. In the absence of the president the vice-president presides unless the Board votes otherwise.

10. Directors will serve without compensation unless otherwise determined by the Owners in accordance with Section 9.7 of the Declaration; provided, however, no director will receive any compensation prior to the election of a majority of the members of the Board by Owners other than the Developer. Notwithstanding, the Association shall reimburse the Directors for reasonable expenses incurred for attendance at regular and special meetings.

11. Owner directors may be removed from the Board pursuant to §718.112(2)(j), *Florida Statutes*.

12. Any vacancies in office occurring prior to an election will be filled by the remaining directors (even if the remaining directors constitute less than a quorum); provided, however, that any director who is appointed by the Developer may be removed by the Developer at any time. Upon such removal of a director appointed by Developer, or upon the resignation of a director appointed by the Developer, the Developer will immediately appoint a replacement director and notify the remaining directors, if any, of such removal/resignation and appointment.

13. If a vacancy or vacancies on the Board results in an inability to obtain a quorum of directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

14. An outgoing director must relinquish all official records and property of the Association in the director's possession or under the director's control.

15. A director (or member of the Board) who abstains from voting on any action taken on any corporate matter will be presumed to have taken no position with regard to the action.

16. As required by §617.0830, *Florida Statutes*, a director (or member of the Board) will discharge the director's duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner such director reasonably believes to be in the interests of the Association.

17. A director (or member of the Board) will be liable for monetary damages as provided in §617.0834, *Florida Statutes*, if:

A. such director (or member of the Board) has breached or failed to perform the director's duties and breach of, or failure to perform the director's duties constitutes a violation of criminal law as provided in §617.0834, *Florida Statutes*;

B. such director's (or member of the Board) act constitutes a transaction from which such director derived an improper personal benefit, either directly or indirectly; or

C. such director's (or member of the Board) act constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

18. If twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular board meeting or at a special meeting called for that purpose.

19. A Director more than ninety (90) days delinquent in the payment of regular assessments will be deemed to have abandoned the office, creating a vacancy in the office to be filled according to these Bylaws.

20. Any action required or permitted by the Board may be taken without a meeting if all the directors individually or collectively consent, in writing (including electronically), to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board.

21. The Board may attend any meeting by any form of communication provided all directors attending the meeting can hear and speak to the other directors.

22. The officers and Directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Owners. An officer, Director or manager may not solicit, offer to accept, or accept any good or service of value or kickback for which consideration has not been provided for such individual's own benefit or for the benefit of a member of the individual's immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, Director or manager who knowingly so solicits, offers to accept or accepts anything or service of value or kickback shall, in addition to all other rights and remedies of the Association and Owners, be subject to a civil and/or criminal penalty in accordance with Chapter 718. Notwithstanding the foregoing, this Section 22 shall not prohibit an officer, Director or manager from accepting services or items received in connection with trade fairs or education programs.

IV. POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association will be exercised by the Board including those existing under the common law, statutes, and the Condominium Documents, except as otherwise provided in these Bylaws, the statutes, and the Condominium Documents. Such powers and duties of the Board will be exercised in accordance with the provisions of the Declaration which governs the use of the land, and will include, but not be limited to, the following:

1. To adopt a budget and to make and collect assessments against Owners to defray the costs of operating the Condominium.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To own and convey property.

4. To maintain, manage, repair, replace and operate the Condominium Property, including but not limited to, obtaining and maintaining all applicable licenses to operate same and adequate insurance to protect the Association and the Condominium Property, and including any surface water management system located on the Condominium Property, as permitted by a water management district, including, without limitation all lakes, inlets, ditches, swales, water control structures, floodplain compensation areas, wetlands, any associated buffer areas and wetland mitigation areas, retention areas, culverts and related appurtenances.

5. To reconstruct improvements after casualty and to construct further improvements to the Condominium Property.

6. To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property. Such rules and regulations may be promulgated by the Board at any duly noticed meeting of the Board or of the members.

7. To enforce by legal means the provisions of the Condominium Documents.

8. To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board or members of the Association. Notwithstanding any provisions contained in these Bylaws to the contrary, it is the intent of these Bylaws that the contract for the management of the Condominium may only be terminated in accordance with §718.302, *Florida Statutes*.

9. To pay taxes and assessments which are liens against any part of the Condominium, and to assess the same against each Owner subject to such liens.

10. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to Owners of individual Units.

11. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including, but not limited to, accountants and attorneys.

12. To bond any or all employees, officers and directors of the Association, for which the Association will bear the costs.

13. To maintain, manage, repair, replace and operate the property of the single condominium resulting from a merger of this Condominium with another independent and separate condominium pursuant to the merger provisions of the Declaration.

14. To maintain all books and records concerning the Condominium including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners, a copy of which will be provided to the Division upon request; provided, however, social security numbers, driver's license numbers, credit card numbers, and other personal information of an Owner or other person will not be accessible to other Owners or persons. The official records listed at §718.111(12)(a)1.-6., *Florida Statutes*, must be permanently maintained, which include: a copy of the plans, permits, warranties, and other items provided by the developer pursuant to §718.301(4), *Florida Statutes;* a photocopy of the recorded declaration of condominium of each condominium operated by the Association and each amendment to each declaration; a photocopy of the recorded bylaws of the Association and each amendment to the bylaws; a certified copy of the articles of incorporation of the Association, or other documents creating the association, and each amendment thereto; a copy of the current rules of the Association; and a book or books that contain the minutes of all meetings of the Association, the Board, and the Owners. Unless otherwise provided by law, structural integrity reserve studies, inspection reports described in §553.899 and §718.301(4)(p), *Florida Statutes*, and any other inspection report relating to a structural or life safety inspection of the Condominium Property must be maintained for at least 15 years and all other official records will be maintained within the State of Florida for at least seven (7) years. The records will be made available to Owners or authorized representatives within forty-five (45) miles of the Condominium Property or within Lee County no more than ten (10) working days after receipt of written request by the Board; provided, however, the Board may offer the option of: (i) making the records available electronically via the Internet, (ii) allowing the records to be viewed in electronic format on a computer screen and printed upon request, or (iii) allowing a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to be used to make an electronic copy of the records.

15. To lease non-Condominium Property for the Association as lessee, and Condominium Property, including Common Elements, for the Association as lessor, in accordance with the Declaration.

16. Subject to §718.112(2)(o), *Florida Statutes*, to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

17. To respond in writing to an Owner who has filed a written inquiry by certified mail with the Board within thirty (30) days of receipt of the inquiry in accordance with §718.112(2)(a)2., *Florida Statutes*.

18. To ensure compliance with the Florida Fire Prevention Code.

19. To contract for the purchase, lease, or rental of materials or equipment or the provision of services for the Condominium. Any contract which is not fully performed within one (1) year from making thereof, for the purchase, lease, or rental of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease, or rental of materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding five percent (5%) of the Association budget, the Board shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Board to accept the lowest bid. All bids for work to be performed or for materials, equipment, or services must be maintained by the Association for at least one (1) year after receipt of the bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within Lee County.

20. To provide notice to Owners as required under these Bylaws and Chapter 718. In those instances when these Bylaws or Florida law permits, notice may be provided via electronic transmission to those Owners who consent in writing to receipt of notice via electronic transmission, prior to the time that such notice is provided via electronic transmission. In this regard, the Board is required to maintain a complete list of the electronic mailing addresses and numbers of all Owners that consent to receive notices by electronic transmission, as permitted in these Bylaws. The Board shall remove the electronic mailing address and number provided by any Owner and maintained in the books and records of the Association whenever such Owner revokes their consent to receive electronic transmission of notice.

21. To hire a third-party consulting engineer licensed in the state of Florida to inspect the Condominium Property as required by applicable law or the Declaration.

22. To respond in accordance with §718.1265, *Florida Statutes*, to damage caused by an event for which a state of emergency is declared pursuant to §252.36, *Florida Statutes*, in Lee County, Florida.

23. To not employ or contract with any service provider that is owned or operated by a Board member or with any person who has a financial relationship with a Board member or officer, or a relative within the third degree of consanguinity by blood or marriage of a Board member or officer. This Section 23 does not apply to a service provider in which a Board member or officer, or a relative within the third degree of consanguinity by blood or marriage of a Board member or officer, owns less than one percent (1%) of the equity shares.

24. To complete (a) a structural integrity reserve study as required by and in accordance with §718.112(2)(g), *Florida Statutes*, and (b) a milestone inspection as required by and in accordance with §718.112(2)(h), *Florida Statutes*.

25. To adhere to the requirements and obligations of the Master Declaration.

V. OFFICERS

1. The executive officers of the Association will be a president, a vice-president, a secretary, and a treasurer, all of whom will be directors of the Association and who will be elected annually by the Board at any meeting. Officers will serve without compensation at the pleasure of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the president cannot be the vice-president, secretary or treasurer, or assistant secretary or assistant treasurer. The Board will from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

2. The president is the chief executive of the Association. The president will have all of the powers and duties which are usually vested in the office of president including, but not limited to, the power of appointing committees from among the members from time to time, as the president may in the president's discretion determine appropriate, to assist in the conduct of the affairs of the Association. In addition, the president will be the sole representative of the Association with regard to matters of the Master Declaration.

3. The vice-president will in the absence of or disability of the president exercise the powers and duties of the president. The vice-president will also generally assist the president and exercise such other powers and perform such other duties as may be prescribed by the Board.

4. The secretary will keep the minutes of the proceedings of the Board and the members in a book available for inspection by the Board or members, or their authorized representatives, at any reasonable time. The secretary will attend to the giving and serving of all notices required by law. The secretary will have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed.

5. The treasurer will have custody of all property of the Association, including financial records, funds, securities and evidences of indebtedness. The treasurer will keep the financial records of the Association and will keep the assessment rolls, the accounts of the members, and the books of the Association in accordance with generally accepted accounting practices. The treasurer will perform all other duties incident to the office of the treasurer of an Association and as may be required by the Board or the president.

6. The compensation of all employees of the Association will be fixed by the Board. This provision does not preclude the Board from employing a director or officer as an employee of the Association nor preclude the contracting with a director for the management of the Condominium.

7. As required by §617.0830, *Florida Statutes*, an officer will discharge the officer's duties in good faith, with the care of an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner the officer reasonably believes to be in the best interests of the Association.

8. An officer will be liable for monetary damages as provided in §617.0834, *Florida Statutes*, if:

A. such officer breached or failed to perform the officer's duties and the breach of, or failure to perform, the officer's duties constitutes a violation of criminal law as provided in §617.0834, *Florida Statutes*;

B. such officer's action constitutes a transaction from which such director derived an improper personal benefit, either directly or indirectly; or

C. such officer's action constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human right, safety, or property.

VI. FISCAL MANAGEMENT

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

1. Assessments.

A. The Board will fix and determine, from time to time, the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses include the expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating to such expenses, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board, or under the provisions of the Declaration. The Board is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. The Board has the power, on behalf of the Association, to lease Common Elements of the Condominium in accordance with the provisions of the Declaration. Funds for the payment of Common Expenses will be assessed against the members in proportion to their respective obligations for Common Expenses, as provided in the Declaration. Assessments for Units will become due and payable as determined by the Board from time to time, and will be considered delinquent if payment has not been received on or before the first (1st) day of each month, unless otherwise ordered by the Board. Special assessments, should such be required by the Board, will be levied in the same manner as provided for regular assessments, and will be payable in the manner determined by the Board. If a member is in default in the payment of any assessment or taxes due on the member's interest, the Association will have all collection rights available to it under Chapter 718. If any unpaid share of Common Expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure of a superior lien, the unpaid share of Common Expenses or assessments will be Common Expenses collectible from all the Owners.

B. The assessment roll will be maintained in a set of accounting books or records in which there will be an account for each Unit. Such an account will designate the name and address of the members or member, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments. Assessments will be made against members in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. In the absence of a determination by the Board as to the frequency of assessments, assessments will be due and payable monthly. The personal liability of a member for assessments survives the termination of such member's membership in the Association.

C. Within ten (10) business days after receiving a written or electronic request therefor from an Owner or the Owner's designee, or a Mortgagee or the Mortgagee's designee, the Association shall issue an estoppel certificate conforming to the requirements of §718.116(8), *Florida Statutes*. The Association shall designate on its website a person or entity with a street or e-mail address for receipt of a request for an estoppel certificate issued pursuant to this section, or if the Association does not have a website, then such contact information may be obtained by contacting the Association. The estoppel certificate must be provided by hand delivery, regular mail, or e-mail to the requestor on the date of issuance of the estoppel certificate. The Association may charge a fee for the estoppel certificate in accordance with §718.116(8), *Florida Statutes*.

D. Notice of any meeting, whether a meeting of the Board or of the members of the Association, at which assessments against members are to be considered for any reason must specifically contain a statement that assessments will be considered and the nature of such assessments.

2. Budget.

A. The Board will adopt a budget for each calendar year which will contain estimates of the cost of performing the functions of the Association and estimates of the income of the Association. The proposed annual budget of Common Expenses will be detailed and will show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, the budget will include reserve accounts for

capital expenditures and deferred maintenance. These accounts will include, but not be limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expenses or replacement cost, and any other item for which the deferred maintenance expense or replacement cost exceeds ten thousand dollars ($10,000.00). The amount to be reserved for an item is determined by the Association's most recent structural integrity reserve study. If the amount to be reserved for an item is not in the Association's initial or most recent structural integrity reserve study or the Association has not completed a structural integrity reserve study, the amount must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. If Developer control of the Board has terminated, the members may not (a) determine to provide no reserves or less reserves than required by this subsection and §718.112(f)2.a., *Florida Statutes*, for items listed in §718.112(2)(g), *Florida Statutes*, or (b) vote to use reserve funds, or any interest accruing thereon, that are reserved for items listed in §718.112(2)(g), *Florida Statutes*, for any other purpose other than their intended purpose. The budget will include, but not be limited to, the following items, as applicable:

(a) Common Expense Budget

i. Administration of the Association.

ii. Management fees.

iii. Maintenance.

iv. Rent for facilities.

v. Taxes upon Common Elements.

vi. Taxes upon leased areas.

vii. Insurance.

viii. Security provisions.

ix. Operating capital.

x. Reserves.

xi. The costs and expenses in connection with the Master Declaration that are attributable to the Condominium each calendar year and are not assessed directly against Owners.

xii. Fees payable to the Division.

xiii. Other expenses.

(b) Proposed assessments against each member, together with an annual total of assessments.

B. Copies of the proposed budget and proposed assessments will be hand delivered, mailed, or electronically transmitted to each member at least fourteen (14) days prior to a meeting of the Board or Owners at which the budget is to be considered, together with a notice of the meeting which will state the time and place of the meeting. The meeting will be open to all members. The secretary of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association. If the budget is subsequently

amended before the assessments are made, a copy of the amended budget will be furnished each member. If an adopted budget requires assessment against the members in any fiscal or calendar year in excess of one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests of the Association received by the Board within twenty-one (21) days after adoption of the budget, will call a special meeting of the members of the Association within sixty (60) days upon not less than fourteen (14) days' hand delivered, mailed, or electronically transmitted notice to each member of the Association. At the special meeting, members will consider and enact a budget. The adoption of the budget at such a special meeting will require the vote of a majority of all of the voting interests of the Association. The Board may propose a budget which exceeds one hundred fifteen percent (115%) of the assessments for the preceding year to the members at a meeting of the members or in writing, and if the budget or proposed budget is approved at the meeting or by a majority of all voting interests in writing, the budget will be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacements of the Condominium Property, expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for capital improvements to the Condominium Property will be excluded from the computation. However, as long as the Developer is in control of the Board, the Board may not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without the vote of a majority of all of the voting interests of the Association.

3. The depository of the Association will be such bank or other institution as permitted by applicable Florida law, as will be designated from time to time by the Board and from which the monies in such accounts will be withdrawn only by checks signed by such persons as are authorized by the Board.

4. Within ninety (90) days after the end of the fiscal year, the Board will prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed or received by the Board from the third party, the Board will mail, hand deliver, or electronically transmit to each Owner, a copy of the most recent financial report or a notice that a copy of the most recent financial report will be mailed, hand delivered, or electronically transmitted to the Owner, without charge, within five (5) business days after receipt of a written request from the Owner. The financial report will comply with §718.111(13), *Florida Statutes*, and the rules promulgated by the Division. Financial reports will be based upon the Association's total annual revenues and prepared in accordance with §718.111(13), *Florida Statutes*, and as follows:

A. If the Association has total annual revenues of $150,000 or more, but less than $300,000, the Association will prepare compiled financial statements.

B. If the Association has total annual revenues of at least $300,000, but less than $500,000, the Association will prepare reviewed financial statements.

C. If the Association has total annual revenues of $500,000 or more, the Association will prepare audited financial statements.

D. If the Association has total annual revenues of less than $150,000, the Association will prepare a report of cash receipts and expenditures.

5. The Board must obtain fidelity bonding of all officers and directors who control or disburse funds of the Association, as required by Chapter 718. The amount of such bonds will be determined in accordance with Chapter 718. The premiums on such bonds will be paid by the Association as a Common Expense.

VII. PARLIAMENTARY RULES

Except when specifically or impliedly waived by the chairman of a meeting (either meeting of members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Declaration, the Articles or these Bylaws or with the statutes of the state

of Florida; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

VIII. AMENDMENTS

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

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

2. An amendment may be proposed by either the Board or by the membership of the Association. Except as otherwise provided in these Bylaws, a resolution adopting a proposed amendment must receive the approval of a majority of all the directors until the first election of a majority of directors by Owners other than the Developer. After the first election of a majority of directors by Owners other than the Developer, the Bylaws may be amended by a majority of all the directors and by not less than a vote of a majority of all of the voting interests of the Association. Directors and members not present at the meeting considering the amendment may express their approval or disapproval in writing within ten (10) days after such meeting; however, this shall not be used as a vote and may not be used for purposes of establishing a quorum.

3. An amendment when adopted becomes effective only after being recorded in the Public Records of Lee County, Florida.

4. These Bylaws may be amended by the Developer, if necessary, to make the same consistent with the provisions of the Declaration, to meet the requirements of any governmental entity or statute, as may be in the best interests of the Association, and as it may deem appropriate, in its sole discretion, to carry out the purposes of the project and to expand or enhance the Condominium.

5. No bylaw may be revised or amended by reference to its title or number only. Proposals to amend existing bylaws must contain the full text of the bylaws to be amended; new words will be inserted in the text underlined, and words to be deleted will be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language "Substantial rewording of Bylaw. See Bylaw ... for present text." Nonmaterial errors or omissions in the bylaw amendment process will not invalidate an otherwise properly promulgated amendment.

IX. SEVERABILITY AND CONFORMITY TO STATE LAW

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions of these Bylaws are in conflict with the Declaration or any rule of law or statutory provision of the state of Florida, then such provisions of these Bylaws will be deemed inoperative and null and void insofar as they may be in conflict with the Declaration or any rule or such rule of law, and will be deemed modified to conform to the Declaration or such rule of law.

X. ALTERNATIVE DISPUTE RESOLUTION

Internal disputes arising from the operation of the Condominium among the Association, the Owners, their respective agents and assigns, or any or all of them, must be submitted first for resolution through non-binding arbitration or pre-suit mediation pursuant to §718.1255, *Florida Statutes*.

XI. INCORPORATION OF PORTIONS OF FLORIDA STATUTES

Except as specifically provided otherwise in these Bylaws as permitted by Chapter 718, all provisions of §718.112(2)(a) through (q), *Florida Statutes*, are deemed to be included in these Bylaws.

XII. VOTING ON MASTER DECLARATION MATTERS

The Master Declaration provides that the Association shall be the only representative to act for and on behalf of each Association Member for voting and other purposes with respect to the Master Declaration. Accordingly, any vote required by the Master Declaration shall be cast, by a duly authorized representative of the Association appointed by the Board, in accordance with the majority vote of Members responding to a poll on the matter. Notice of the poll shall be in writing and sent to each Member by mail or such other method of notice allowed by law including email or other forms of electronic transmission using such Member's address as it appears on the books of the Association not less than five (5) days prior to the date the poll ends. An affidavit executed by the secretary attesting to the mailing or the post office certificate of mailing will be retained in the records of the Association as proof of such mailing.

XIII. AGENTS OF THE ASSOCIATION

1. As required by §617.0830, *Florida Statutes*, any authorized agent of the Association will discharge the agent's duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner such authorized agent reasonably believes to be in the interests of the Association.

2. An agent of the Association will be liable for monetary damages as provided in §617.0834, *Florida Statutes*, if:

A. such agent breached or failed to perform the agent's duties and the breach of, or failure to perform the agent's duties constitutes a violation of criminal law as provided in §617.0834, *Florida Statutes*;

B. such agent's action constitutes a transaction from which such director derived an improper personal benefit, either directly or indirectly; or

C. such agent's action constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

[Reminder of page left blank.]

CERTIFICATE

The undersigned hereby certifies that the undersigned is the duly elected and acting secretary of the Association named herein and that the foregoing is a true copy of the Bylaws of said Association duly adopted by action of the Board dated November 29, 2022, and hereby further certifies that such Bylaws have not been amended or rescinded and remain in full force and effect at the date hereof.

DATED this 29th day of November, 2022.

Shannon Dye
Secretary

EXHIBIT "D"

PERCENTAGE INTERESTS IN COMMON ELEMENTS, COMMON SURPLUS,

AND COMMON EXPENSES

Each Unit within the Condominium will have an undivided percentage interest in the Common Elements and Common Surplus and a share of the Common Expenses of the Condominium on an equal fractional basis. This fractional interest is based on the total number of Units in the Condominium at any given time. The percentage interest in the Common Elements and Common Surplus and share of the Common Expenses of a given Unit declared into the Condominium from time to time will always equal one (1) divided by the total number of Units in the Condominium at the given time. As additional phases are added to the Condominium, the respective percentage interests in the Common Elements and Common Surplus and share of the Common Expenses of the Units already declared into the Condominium will be altered accordingly.

To determine the exact percentage interest of a given Unit declared into the Condominium at any given time, the following mathematical formula applies: I=(1/T).

1. "I" represents the interest to be determined of a particular Unit.

2. "T" represents the total number of Units in the Condominium at that time.

Based on the above formula, as of the recording of this Declaration, each Unit's undivided share of ownership of the Common Elements and Common Surplus that is appurtenant to each Unit and share of liability of Common Expenses is:

I = 1/67

EXHIBIT "E"

The initial copy of the Condominium Rules and Regulations

CONDOMINIUM RULES AND REGULATIONS

FOR

OMEGA AT BONITA BAY CONDOMINIUM

Each Owner is governed by and is required to comply with the terms of the Condominium Documents and these Condominium Rules and Regulations adopted pursuant to those documents. All terms used in these Condominium Rules and Regulations have the same meaning as the identical terms used in the Declaration of Condominium for Omega at Bonita Bay Condominium. Failure of an Owner to comply with the provisions of the Condominium Documents and these Condominium Rules and Regulations will entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment. In the event of a conflict between these Condominium Rules and Regulations and the Declaration, the terms of the Declaration shall prevail. These Condominium Rules and Regulations may be amended, subject to the Declaration, by the Board from time to time.

1. Personal Use. Use of all Units and the facilities of the Condominium by Unit Owners is limited solely to the personal residential use of Unit Owners, their guests, invitees, and lessees and for residential uses by corporations and other entities owning such Units. Use of Units or the facilities of the Condominium by Unit Owners for commercial purposes or any purposes other than the personal use described in the Declaration is expressly prohibited. "Commercial purpose" includes use by a Unit Owner that the Board, in its discretion, could reasonably conclude constitutes a commercial enterprise or practice; provided, however, that "commercial purpose" does not include rental or leasing of the Unit to a residential tenant. The restrictions of this Section 1 do not apply to the Developer and its designees.

2. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements may be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of and use by the Owners except as approved by the Board. Plants, landscaping, and placement of items on and decoration of Limited Common Elements will be in an aesthetically appealing manner. Limited Common Elements must be kept clean and orderly. Items placed on Limited Common Elements must be properly maintained (e.g., kept clean, neat, orderly, and plants must be properly cared for) by the Owner. No items whatsoever may be stored on balconies, patios, or terraces, including bicycles, water craft and motor bikes. The Board, in its sole and absolute discretion, will have the authority to enforce this paragraph including determination of aesthetical appearance (including color schemes) and proper care and maintenance. The restrictions of this Section do not apply to the Developer.

3. Nuisances. No nuisance will be allowed on the Condominium Property, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage will be allowed to accumulate nor any fire hazard allowed to exist. All Common Elements and Limited Common Elements will be kept free for their intended use, and must in no event be used as storage areas, either on a temporary or permanent basis. No clothing, towels, bedding, or other similar items may be dried or aired in any outdoor area or hung over or on balconies. No Owner may make or cause to be made any noises, or use musical instruments, radios, televisions, amplifiers, or other such equipment in a manner that may tend to disturb other Owners. No Owner may permit any use of the Condominium Property that will increase the cost of insurance on the Condominium Property. The restrictions of this Section do not apply to the Developer with respect to its ordinary operation of its commercial activities on the Condominium Property or to the Association or Management Company with respect to the ordinary operation, maintenance or management of the Condominium Property.

4. Lawful Use. No immoral, improper, offensive, or unlawful use may be made of the Condominium Property, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction must be observed. The person who is responsible for satisfying the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit will be the same party as the party responsible for the maintenance and repair of the property concerned.

5. Leasing of Units. Leasing shall be in accordance with the Declaration and any other rules promulgated by the Board. Nothing shall prohibit the Developer from leasing Units that are owned by the Developer.

6. Signs. No sign, notice, other display, or advertising may be posted, displayed, maintained, inscribed, painted, or affixed on any part of the Condominium Property without the prior written approval of the Board, except for those displayed by or on behalf of Developer or its designees in accordance with its rights under the Declaration.

7. Prohibited Vehicles. Trailers, oversized vehicles or commercial vehicles (excluding those vehicles owned by the Developer or the Management Company, and excluding those vehicles which have received advance written consent of the Management Company) may only be parked in visitor parking spaces and may not be left in such spaces over night. Bicycles may not be stored on the Condominium Property except in an Owner's Unit or such areas designated for this purpose. Trailers, golf carts, boats, jet skis, wave runners, or other water craft, oversized vehicles or commercial vehicles (excluding those vehicles owned by the Developer or the Management Company that are used in connection with construction, maintenance, or marketing activities, and excluding those vehicles which have received advance written consent of the Management Company) may only be parked in an Owner's parking space.

8. Solicitation. No solicitation of any kind, whether commercial, religious, educational, or otherwise, may be conducted anywhere on the Condominium Property unless specifically authorized in advance and in writing by the Board, except for the activity permitted to be performed by Developer or its designees in accordance with its rights under the Declaration.

9. Pets. An Owner may have two (2) common domestic pets; however, no horses, hogs, pigs, cattle, goats, sheep, snakes, or other reptiles, chickens or other fowl, or poultry shall be permitted. The Board, in its sole discretion, may prohibit a pet which exhibits or has the potential to exhibit vicious or dangerous behavior. No pet may be kept, bred, or maintained for any commercial purpose whatsoever or become a nuisance or annoyance to other Owners. Numbers in excess of a total of two (2) household pets (other than aquarium-kept tropical fish) shall prima facia be considered unreasonable. Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately.

Notwithstanding the foregoing provisions of this Section permitting common domestic pets, no reptiles, animals, birds or other pets may be kept, raised or maintained on the Condominium Property under circumstances which, in the good faith judgment of the Board, constitute an unreasonable annoyance, nuisance, or safety hazard to Owners and their respective guests and invitees or an unreasonable interference with the comfortable and quiet use, occupancy and enjoyment of the Condominium Property. In furtherance of the foregoing, no household pet shall be permitted to make an unreasonable amount of noise, disturb the peace, or otherwise become an annoyance or nuisance. All household pets shall be kept indoors. Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed or carried by hand at all times when outside a Unit, except in those areas designated by the Board. No pet shall be left unattended on a balcony, terrace, or patio.

Without limiting the generality of other provisions of the Declaration, violations of this Section shall entitle the Association to all of its rights and remedies including the right to fine an Owner and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' advance written notice and a hearing in accordance with §718.303(3), *Florida Statutes*. Failure of an Owner to do so shall entitle the Association to obtain an order from a court of competent jurisdiction enforcing the decision of the Board. All costs incurred by the Association incident to all such actions, including reasonable attorneys' costs and fees, shall be recoverable against the offending Owner. Failure to abide by the restrictions may also result in a fine being levied by the Association.

10. Barbecue Grills. Barbecue grills may only be used in those areas as permitted by the Board. Notwithstanding anything to the contrary, the restrictions of this Section do not apply to the Association, or the Management Company.

11. Antennas and Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind may be allowed on the Condominium Property, except (i) as may be provided by the Developer or the Board for the benefit and use of the Condominium; (ii) if such apparatus is completely contained within the Unit so as not to be visible from outside the Unit; (iii) if such apparatus is otherwise approved by the Board; or (iv) that one such apparatus measuring no more than one (1) meter in diameter may be placed on the balcony of a Unit in the best location that allows for acceptable reception yet maximum aesthetic compatibility with the surrounding environment. If an Owner elects to avail himself of item (iv) in the prior sentence, the Owner will be required to paint the apparatus to match the exterior paint color of the balcony if such painting does not void any warranty on the apparatus. In addition, the Board may adopt rules requiring plants to be placed around the apparatus or some other means of obscuring the apparatus from the view of other owners or persons on the ground. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

12. Evacuation Orders. In the event an emergency evacuation order is made by the appropriate state, county or other governmental authorities, whether voluntary or mandatory, the Association may implement an emergency plan in order to protect all Owners, the Condominium Property and the Association Property, and will notify Owners of such an emergency plan. The emergency plan will be communicated to Owners staying at the Condominium when implemented and may require that all Owners vacate the Condominium Property and find safer alternate accommodations at Owners' sole expense. All Owners must adhere to the Association's emergency plan when implemented.

13. Windows, Doors, Shades, Drapes and Shutters. No change shall be made in the color of any exterior window, exterior door, storm or hurricane shutter, glass or screen shutters, or other such covering of the exterior doors and windows, and the exterior face of all window shades, drapes, and shutters shall be white, clear, anodized color, or such other color as approved by the Board from time to time.

14. Mitigation of Dampness and Humidity. In addition to the provisions of the Declaration, no Owner shall install, within such Owner's Unit or upon the Limited Common Elements, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Owners, whether or not occupying the Unit, shall run the air conditioning system to maintain the Unit temperature, whether or not occupied, at such minimum temperature designated by the Board from time to time, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew, and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and development of same. In furtherance of the rights of the Association as set forth in the Declaration, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required by this Section (with all utility consumption costs to be paid and assumed by the Owner of the affected Unit). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association).

15. Pest Control. In the Board's discretion, the Association may, but is not obligated to, supply pest control services for the inside of each Unit, with the costs thereof being a Common Expense. An Owner has the option to decline such service, unless the Board determines that such service is necessary for the protection of the balance of the Condominium, in which event, the Owner must either permit the Association's pest control company to enter such Owner's Unit or must employ a licensed pest control company to enter their Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is a Common Expense, the election by an Owner not to use such service shall not necessarily reduce the Owner's assessments.

16. Exterior Appearance. No Owner may decorate or alter any part of a Unit so as to affect the appearance of the Unit from the exterior. Such decoration or alteration includes, but is not limited to, painting or illumination of the exterior of a Unit, display of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies, window shades, screen doors and lights. The Board has the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision. No Owner may cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Condominium (including awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Board.

Notwithstanding the foregoing, (a) any Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations, and (b) the Association may not refuse the request of an Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep. The restrictions of this Section do not apply to the Developer.

17. Noise. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Owner to abate the noise transmission and not the Association. In order to insure the comfort of all Owners and authorized users, radio, hi-fi and television sets, and any and all other such audio equipment generating noise must be turned down to a minimum volume so as not to disturb other persons between the hours of 10:00 p.m. and 8:00 a.m. All other unnecessary noises between these hours should be avoided.

18. Obstructions. Sidewalks, entrances, driveways, passages, patios, courts, vestibules, stairways, corridors, halls and/or all other areas intended for common use must be kept open and may not be obstructed in any manner. Rugs or mats, except those either permitted or placed by the Association, must not be placed outside of doors in corridors. No sign, notice or advertisement may be inscribed or exposed on or at any window of a Unit or any part of the Condominium Property, except such as has been approved in writing by the Association; nor may anything be projected out of any window in the Condominium Property without similar approval. All personal property of Owners must be stored within the Unit.

19. Children. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, on stairways, or other common areas which would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are on the Condominium Property.

20. Balconies. No objects may be hung from balconies or window sills. No cloth, clothing, rugs or mops may be hung up or shaken from windows, doors or balconies. Owners will not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors.

21. Hallways. Bicycles, garbage cans, laundry, dry cleaning, supplies or other articles may not be placed in the halls or on staircase landings. No Owner may allow doors to the corridor to remain open for any purpose other than for immediate ingress and egress.

22. Entry for Emergencies. In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board, the Management Company or any other person authorized by them, has the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry may be immediate, and to facilitate entry in the event of any such emergency, the Association or its designee is entitled to retain a key for each Unit.

23. Plumbing. Plumbing may not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances may be deposited into plumbing. The cost of any damage resulting from misuse will be borne by the Owner.

24. Roof. With the exception of those areas specifically designated for use by Owners, Owners are not permitted on the roof of any building within the Condominium Property for any purpose without the express approval of the Board or Management Company.

25. Parking. Parking spaces and storage spaces shall be assigned and used in accordance with Article XXIII of the Declaration. An Owner or Owners' guests may use parking spaces in the guest parking area near the Condominium.

No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner may be parked in any unauthorized area or in such manner as to impede or prevent access to another Owner's or authorized user's parking space or any fire lanes. The Owners, their employees, servants, agents, visitors, licensees and the Owner's family will obey all posted parking regulations. Vehicles parked in any unauthorized areas or impeding another Owner's or authorized user's parking space or any fire lanes are subject to being towed away at the Owner's or authorized user's sole expense. No repair of vehicles may be made within the Condominium Property. Trailers, boats, jet skis, wave runners, or other water craft, or commercial vehicles (excluding those vehicles owned by the Developer or the Management Company that are used in connection with construction, maintenance, or marketing activities, and excluding those vehicles which have received advance written consent of the Management Company) may not be parked on the Condominium Property or in an Owner's parking space. No items whatsoever may be stored on or within such parking spaces; provided, however that motorcycles may be kept in an Owner's parking space Limited Common Element. Bicycles may not be stored on the Condominium Property except in an Owner's Unit, parking space/storage space, or such areas designated for this purpose. Owners may not park vehicles in spaces designated for handicapped persons, unless they fall within this category of individuals, and the Association or Management Company has the right to notify local authorities of any such violations. Vehicles should be parked within the painted lines.

To ensure parking of only authorized vehicles, decals or other identification may be issued to each owner or authorized use for his/her vehicle(s) of his or her guests or invitees. If issued, such decals or other identification must be prominently displayed in order to avoid towing and/or fines.

26. Use of Recreational Facilities. Owners and authorized users of the recreational facilities located on the Condominium Property must comply with the rules established by the Association from time to time, as applicable.

27. Storage of Dangerous Items. No combustible, or explosive fluid, chemical or substance, may be kept in any Unit, Common Element or Limited Common Element except as are required for normal household use in the case of the Units.

28. Employees/Agents Control and Entry of Units for Maintenance. Employees and/or agents of the Association or Management Company, and employees and/or agents of the Developer's on-going sales program, may not be sent off the Condominium Property by any Owner or authorized user at any time for any purpose. No Owner or authorized user may direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Company for proper resolution. Employees or agents of the Management Company is permitted to enter Units for maintenance and repairs during reasonable hours.

29. Complaints. Complaints regarding the service of the Condominium may be made in writing to the Management Company, as long as the Management Contract remains in effect, and if the Management Contract is no longer in effect, to the Board.

30. Payment of Maintenance Fees, Special Charges and Fines. Payment of maintenance fees, special charges, and fines may be made at the office of the Management Company, as designated in the Management Contract. Payments made in the form of checks may be made to the order of such party as the Management Company designates.

31. Security. Owners and their guests or invitees should, at all times, lock and secure their unattended motor vehicles parked or located upon the Condominium Property, and they should not leave any valuables in plain sight within or upon such vehicles. During their occupancy, Owners should at all times lock and secure all doors, windows, balconies or other points of possible entry with respect to their accommodations (except when any such point of entry is in use by Owners or their guests or tenants).

32. Hurricane Shutters. In accordance with the Declaration, the Board shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles, and materials for hurricane shutters.

33. Flooring Specifications. The following specifications shall govern all flooring placed in a Unit or on Limited Common Elements.

A. Sound Underlayment Control Material- Wall-to-wall carpeting must be installed over high padding. If a Unit Owner desires to install any hard surface floor coverings (e.g. marble, slate, ceramic tile, wood, etc.), the Unit Owner shall also install a sound absorbent underlayment of such kind and quality equivalent or superior to Proflex 90MSC and perimeter sound isolation material.

1. At the perimeter of the entire floor, and the periphery of all protrusions to that floor, fiberglass board (6-15 pcf) not less than 3/8 of an inch (9.525 millimeters) thick, to minimize flanking, should be used within ¼ inches (6.35 millimeters) of the finished surface.

2. Closed cell polyethylene foam (2.7 – 9 pcf) not less than 1/4 of an inch thick (6.35 millimeters) may also be used as the perimeter isolation barriers.

3. The fiberglass board of the polyethylene foam can be cut into strips and held in place with a few spots of acoustical sealant. If the strips are too tall, they can easily be trimmed within the 1/4 inch of the finished surface after the tile is grouted, therefore keeping any hard residue out of the perimeter grout joints.

B. Tile-After the tile is set and grouted, additional time should be spent to check the perimeter of the entire floor and the periphery for any protrusions that penetrate the floor. Should any of the hard material from the installation make contact between the tile or setting bed and the wall, or a penetrating protrusion, a large reduction in the sound rating will occur. After grouting, but before the edges are caulked, trim the polyethylene sheeting back to the top of the fiberglass or polyethylene foam edging.

C. Sealant-A sealant is required at the perimeter of the entire floor, and the periphery of all protrusions to that floor.

1. This joint shall be 1/4 inch wide (6.35 millimeters) from the finished top of the tile. This joint must be filled with an elastomeric sealant or an acoustical sealant. Hard grout is unacceptable.

2. This caulking can be done before or after grouting as long as the hard grout is left out of the joint between the floor and the wall and around the periphery of any protrusion.

3. If USG acoustical sealant is used, the joint can be painted to conform with the color of the grout used in the field.

4. Dow-Corning and G.E. Silicone sealant comes in a variety of colors to harmonize with the color of the tile.

D. Balconies-Any flooring installed on the balconies of a Unit shall include waterproofing as required by the Association and be installed as to ensure proper drainage. All tile and its bedding and grout must be of such material and so supplied as to be waterproof.

1. A half inch gap corner bead must be installed between screen enclosures and/or rails.

2. Tile edge must not be left unfinished and must harmonize with the color of the tile.

Under no circumstances should the tile be installed at the outer edge of the balcony. All grout to be held away from balcony outer edge to avoid grout seeping over balcony.

34. Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms or as otherwise installed by the Developer or installed prior to the recordation of the Declaration. Installation of hard surfaced floor coverings (other than by the Developer) in any other areas (i.e., areas other than foyers, kitchens, and bathrooms) must be first approved by the Board and meet all sound insulation requirements and structural requirements established by the Board. All other areas within the Units are to receive sound-absorbent, less dense floor coverings, such as carpeting. Further, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Condominium. The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. Additionally, the Board will have the right to specify the exact material to be used on balconies, patios, terraces, and lanais. The structural integrity of balconies is adversely affected by water intrusion and the water retention qualities of indoor-outdoor carpet, river rock and unglazed ceramic tile and its grout; therefore, these materials may not be used on balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Condominium. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound and vibration transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound and vibration transmission between and among Units and the other portions of the Condominium Property, and each Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound and vibration transmission. Additional rules regarding flooring are set forth in the Condominium Rules and Regulations.

35. Minimum Maintenance. Owners will be required to perform such minimum maintenance with respect to their Units by the Board from time to time.