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DECLARATION OF CONDOMINIUM

FOR

REFLECTION LAKES AT NAPLES I, A CONDOMINIUM

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OF

REFLECTION LAKES AT NAPLES I, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM

FOR

REFLECTION LAKES AT NAPLES I, A CONDOMINIUM

THIS DECLARATION, made this 1st day of August, 2005, by ACACIA CREDIT FUND 8-A, L.L.C., a Delaware limited liability company, hereinafter referred to as "Acacia," and by TOUSA Homes, Inc., a Florida corporation, hereinafter referred to as "TOUSA."

1. INTRODUCTION AND SUBMISSION.

1.1 The Land. Acacia holds the fee simple title to certain land located in Collier County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Land"), subject to conditions, restrictions, limitations, easements and reservations of record. Acacia is the owner of the Land, and TOUSA has the right to purchase the Land from Acacia pursuant to that certain Option Agreement dated September 4, 2003 ("the Option Agreement"), entered into by and between Acacia, as Optionor, and TOUSA, as Optionee, as evidenced by that certain Memorandum of Option recorded in Official Records Book 3388, Page 596, of the Public Records of Collier County, Florida. TOUSA intends to purchase and develop the Land in phases. Portions of the Land are intended to become part of the Condominium when and as phases are added to the Condominium. The legal description of the portion of the Land constituting the Phase 18 ("Initial Phase") of the Condominium is set forth on Composite Exhibit "B" attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each "Subsequent Phase" (as hereinafter defined in Section 3.1.2 below) of the Condominium are also set forth on Composite Exhibit "B."

1.2 Submission Statement. TOUSA and Acacia hereby submit the Initial Phase of the Land and all improvements erected or to be erected thereon, all rights and appurtenants belonging thereto, and all other property, real, personal or mixed, now or hereafter situated on the Initial Phase of the Land - but excluding all public and private (e.g., cable television) utility installations therein or thereon - to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of Collier County, Florida.

This Condominium is located in a real estate development project known as Reflection Lakes at Naples. All of the property in Reflection Lakes at Naples is subject to certain restrictions and regulations as provided in the Declaration of Master Association Covenants and Restrictions for Reflection Lakes at Naples, recorded in Official Records Book 3767, Pages 3265, *et seq.*, of the Public Records of Collier County, Florida, and as subsequently supplemented ("the Master Declaration"). To the extent of any conflict or inconsistency between any term or provision of this Declaration and the Master Declaration, the term or provision of the Master Declaration shall supercede and control.

1.3 **Phase Condominium.** This is a phase condominium; please refer to Article 3 hereof for additional information regarding phasing.

1.4 **Name.** The name by which this condominium is to be identified is REFLECTION LAKES AT NAPLES I, A CONDOMINIUM (hereinafter called the "Condominium").

2. **DEFINITIONS.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

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2.1 **"Acacia"** means and refers to Acacia Credit Fund 8-A, L.L.C., a Delaware limited liability company.

2.2 "**Act**" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.3 "**Articles**" or "**Articles of Incorporation**" mean the Articles of Incorporation of the Association, as amended from time to time.

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

2.5 "**Association**" or "**Condominium Association**" means REFLECTION LAKES AT NAPLES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the sole entity responsible for the operation of common elements owned in undivided shares by Unit Owners.

2.6 "**Association Property**" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

2.7 "**Board**" or "**Board of Directors**" means the representative body which is responsible for administration of the Association.

2.8 "**Building**" means the structure(s) that shall be situated on the Condominium Property in which the Units are to be located, regardless of the number thereof.

2.9 "**By-Laws**" mean the By-Laws of the Association, as they exist from time to time.

2.10 "**Common Elements**" mean and include the portions of the Condominium Property which are not included in the Units, including, without limitation, the following items:

(a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring, cables and other facilities, equipment and/or fixtures for the furnishing of Utility Services and/or heating, cooling, ventilation, cable television and communication systems, or other services to more than one (1) Unit or to the Common Elements, together with related property and installations.

(b) An easement of support in every portion of a Unit which contributes to the support of the Building, other Units and/or any part of the Common Elements;

(c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

(d) Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act.

2.11 "**Common Expenses**" mean all expenses and assessments which are properly incurred by the Association for the Condominium.

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

2.13 "**Condominium Parcel**" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.14 "**Condominium Property**" means such portions of the Land, and other personal property described in Sections 1.1 and 1.2 hereof, which are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium subject to the limitations thereof and exclusions therefrom.

2.15 "**County**" means the County of Collier, State of Florida.

2.16 "**Declaration**" or "**Declaration of Condominium**" means this instrument, as it may be amended from time to time.

2.17 "**Developer**" means and refers to TOUSA Homes, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned in accordance with the provisions hereof. The Developer's rights shall only be assigned by a written instrument expressly assigning such rights, which

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instrument is recorded in the public records of the County. So long as the Option Agreement remains in effect, any assignment of Developer's rights under this Declaration shall require the prior written consent of Acacia. Any purported assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, in the event the Option Agreement is terminated prior to the purchase by TOUSA from Acacia of all the Land, Acacia shall automatically become Developer under this Declaration, in which event all references to TOUSA shall thereafter mean and refer only to Acacia or its successors or assigns, and after which event TOUSA (or its successors or assigns) shall no longer be Developer under this Declaration; provided however, that Acacia shall not be liable to any Unit Owner or any other person for any act or omission of Developer including, without limitation, Developer's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by Developer hereunder or as otherwise required by statute or law, arising prior to the date Acacia succeeds to Developer's rights hereunder, and Acacia shall assume the obligations under this Declaration only for matters and obligations arising or to be performed from and after the date Acacia succeeds to Developer's rights hereunder, and Acacia is hereby released and discharged from any and all obligations under this Declaration accruing prior to the date Acacia succeeds to Developer's rights hereunder.

2.18 "**Improvements**" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.

2.19 "**Institutional First Mortgagee**" means any lending institution which has acquired a first mortgage lien upon a Unit, including any of the following institutions: (a) any federal or state savings and loan association, building and loan association, or bank, insurance company, real estate or mortgage investment trust, pension fund, or a mortgage banking company doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and such other Secondary Mortgage Market Institution as the Association shall hereafter approve in writing, which has acquired a first mortgage lien on a Unit; or (c) any other lender generally recognized as an institutional lender which has acquired a first mortgage lien upon a Unit; or (d) Developer holding a first mortgage on a Unit or Units; or (e) any and all investors or lenders, or the successors and assigns of such investors or lenders (herein referred to as "Lenders") which have loaned money to Developer to acquire, or construct improvements upon the Condominium Property and who have a first mortgage lien on all or a portion of the Condominium Property securing such a loan. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.

2.20 "**Limited Common Elements**" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this

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Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit it or as otherwise expressly provided.

2.21 "**Master Association**" means Reflection Lakes at Naples Master Association, Inc., a Florida not for profit corporation, whose jurisdiction, obligations, duties and rights are set forth in the Master Declaration. See Article 4 hereof for additional information regarding Reflection Lakes at Naples.

2.22 "**Master Declaration**" means that certain Declaration of Master Association Covenants and Restrictions for Reflection Lakes at Naples recorded in Official Records Book 3767, at Pages 3265, *et. seq.*, of the Public Records of Collier County, Florida, and when the context permits, shall also mean the Articles of Incorporation and By-Laws of the Master Association, all as now or hereafter amended, modified or supplemented.

2.23 **"Option Agreement"** means that certain Option Agreement dated September 4, 2003, entered into by and between Acacia, as Optionor, and TOUSA, as Optionee, as evidenced by the certain Memorandum of Option recorded in Official Records Book 3388, Page 596, of the Public Records of Collier County, Florida.

2.24 "**Primary Institutional First Mortgagee**" means the Institutional First Mortgagee which owns, at the relevant time, mortgages on Units securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.25 "**Residential Unit**" means any single family dwelling unit or lot which is subject to the jurisdiction of the Master Declaration, which unit may or may not be subject to the jurisdiction of this Declaration, and which is intended for residential uses.

2.26 "**Residential Unit Owner**" or "**Owner of a Residential Unit**" means the record owner of a Residential Unit intended for residential uses.

2.27 "**Unit**" means a part of the Condominium Property which is subject to exclusive ownership.

2.28 "**Unit Owner**" or "**Owner of a Unit**" or "**Owner**" means the record Owner of a Condominium Parcel intended for residential uses.

2.29 "**Utility Service**" means and is intended to include, but not limited to, electric power, gas, telephone, hot and cold water, heating, air conditioning ventilation systems, garbage and sewage disposal.

3. PHASING

3.1 **Phase Condominium; Survey and Plot Plans.** This Condominium is a phase condominium as provided in Section 718.403, Florida Statutes. Attached hereto as Composite Exhibit "B" is a site plan of the land being submitted to condominium as the Initial Phase (sometimes referred to herein as "Phase 18"), as well as of other adjoining land which may be submitted in Subsequent Phases, at Developer's sole option, subject to the

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provisions of Section 3.1.2 below. The site plan for Phase 1 consists of a plot plan with the floor plans for Phase 1 which graphically describes the improvements in which Units in Phase 1 are located, including their identification numbers, locations and approximate dimensions; also included within Composite Exhibit "B" is a survey of the land. Phase 1, as represented in the survey, has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104, Florida Statutes. The legal description of a unit consists of the identifying number of such unit as shown on Composite Exhibit "B".

3.1.1 Initial Phase. The Initial Phase of this Condominium (Phase 1) is declared and submitted to condominium pursuant to this Declaration as set forth in Article 1.

3.1.2 Subsequent Phases. Developer has and hereby reserves the right to amend this Declaration, by recording in the Public Records of Collier County, Florida, an amendment or amendments executed solely by Developer submitting to the condominium form of ownership, and expanding this Condominium to include the Subsequent Phases of the Condominium, legally described and graphically depicted in Exhibits attached thereto, as Phases 1 through 17 and 19 (Phases 1 through 17 and 19 being sometimes referred to as the "Subsequent Phases"). Legal descriptions for the Subsequent Phases are as set forth in Composite Exhibit "B". The addition of the Subsequent Phases is optional by Developer. Notwithstanding the foregoing, so long as the Option Agreement is in effect, any such amendment provided for herein shall also require the prior written consent of Acacia, and any such amendment recorded without Acacia's consent shall be deemed void and of no force and effect.

3.2 General Effect of Phasing. The general effect of phasing a condominium is the submission of a parcel of property to condominium ownership as the initial condominium phase and the addition of a subsequent parcel to condominium ownership with such parcel being part and parcel of the same condominium and governed by the same condominium association. It is not anticipated that the submission of an a Subsequent Phase to this Condominium will have significant impact upon the individual Owner's rights except as set forth in this Declaration. The adding of a Subsequent Phase to this Condominium, thereby adding additional Units, will reduce the percentage of ownership of Common Elements attributable to each previously created Unit, as specifically set forth in Section 5.1. The adding of a Subsequent Phase to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner, provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the phase so added. If Developer decides not to add any Subsequent Phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and the Owners thereof shall compromise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association.

3.3 Number and Size of Units; Interest in Common Elements. It is proposed that this Condominium shall consist of nineteen (19) buildings, each building (along with

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surrounding lands) being a phase. On Composite Exhibit B attached to this Declaration, the proposed plot plan and survey for each phase is set forth thereon. The maximum number of Units in this Condominium is seventy-six (76) Units. Each of the nineteen (19) buildings in the Condominium is proposed to contain a minimum of four (4) Units and a maximum of four (4) units. It is proposed that the dwellings will consist of two different floor plans: a town home (Left or Right Version); and a carriage home (Left or Right Version). The town home is 2 stories, has 3 bedrooms, 2 and ½ bathrooms and has approximately 1758 square feet within its boundaries. The carriage home has 3 bedrooms, 2 bathrooms and has approximately 1588 square feet within its boundaries. The floor plans for Phase 18 and the Subsequent Phases are attached as Composite Exhibit "B". Each Unit's interest in the Common Elements shall be determined as set forth in Section 5.1 of this Declaration.

3.4 Phase Timing. The maximum time period within which any Subsequent Phases must be added to this Condominium is seven (7) years from the date of recording this Declaration of Condominium in the public records of the County.

3.5 Changes in Legal Description and other Aspects of a Phase. Developer may make non-material changes in the legal description of a phase. In addition, Developer reserves the right to change certain aspects of the Subsequent Phases; however, Developer commits that each residential phase will contain only one (1) building. Residential buildings and Units which may be added to the Condominium may be substantially different from the residential buildings and Units in the Initial Phase of the Condominium and from the Exhibits to this Declaration. The buildings may vary in design, shape and structure. The Units may vary in design, shape and structure within the size limitations set forth herein. Any such change, however, will not vary the Unit Owner's share in the Common Elements, surplus or expenses as determined pursuant to this Declaration. In addition, the parking space design in Subsequent Phases may have to be modified to accommodate governmental requirements in effect at the time of construction thereof. Developer represents that in the event Developer exercises its right to change the size of Units, the maximum square footage of any Unit will be 1758 square feet, and the minimum square footage will be 1588 square feet; and the minimum and maximum number of bathrooms and bedrooms that may be contained in a Unit is two bedrooms, two bathrooms (at a minimum) and three bedrooms, three bathrooms (at a maximum).

3.6 No Consent to Add Phases. Notwithstanding anything in the Declaration to the contrary, no amendment adding phases to the Condominium shall require the execution of such amendment, or any form of consent thereto by Unit Owners, the Association or by any party other than Developer; provided, however, that so long as the Option Agreement is in effect, any such amendment provided for herein shall also require the prior written consent of Acacia, and any such amendment recorded without Acacia's consent shall be deemed void and of no force and effect.

3.7 No Prescribed Order. Notwithstanding the numerical sequence of the phases, Developer reserves the right to submit phases to the Condominium in any sequence.

3.8 No Time-Sharing. There will be no time-sharing estates in the Condominium.

3.9 **Additional Condominiums**. In the event Developer does not submit all proposed phases to condominium ownership, Developer may, but is not obligated to, create other condominiums (or other forms of residential property ownership) on the lands which were proposed to be in this Condominium. All owners of such residences, upon their creation, shall have rights of ingress and egress upon the access road serving this Condominium, pursuant to the Master Declaration. Developer reserves the right to alter the number, design, boundaries, configuration and arrangements of all units and buildings in all other proposed condominiums or other forms of residential property ownership on such lands not submitted to this Condominium.

4. CONCEPT OF REFLECTION LAKES AT NAPLES.

4.1 **Plan of Development.** This Condominium is within Reflection Lakes at Naples, the name given to this planned development as set forth in the Master Declaration. Reflection Lakes at Naples is a proposed, multi-phased planned community which includes this Condominium, single family homes and villa homes, and may include other proposed condominiums. The Master Association is responsible for the operation and maintenance of land areas designated in the Master Declaration as "Common Areas", the expenses for which are assessed to the members of the Master Association.

4.2 **Membership and Voting Rights**. Every Unit Owner is deemed to have a membership and voting rights in the Master Association, pursuant to and in accordance with the terms of the Master Declaration.

4.3 **Assessments**. Each Unit Owner is required to pay his share of the assessments of the Master Association as set forth in the Master Declaration. All Assessments and other charges due to the Association hereunder shall be in addition to the assessments and other charges payable to the Master Association. All consents or approvals of the Board of Directors or Developer required by this Declaration shall be in addition to any consents or approvals required under the terms of the Master Declaration. In the event of any conflict or inconsistency between the restrictions with respect to the use or occupancy of the Units set forth in the Master Declaration and the restrictions set forth in this Declaration, the more restrictive provision shall control. In the event of any conflict or inconsistency between any term or provision of this Declaration and the Master Declaration, the term or provision of the Master Declaration shall supercede and control.

5. DESCRIPTION OF CONDOMINIUM.

5.1 **Interest in Common Elements**. Each Unit Owner shall own an equal percentage, or fractional share, of the Common Elements, as an appurtenance to his Unit. Each Unit's proportional share of Common Elements shall be determined and be equal to a fraction wherein the numerator is one (1) and the denominator is equal to the total number of Units submitted to condominium ownership in the Condominium. The amendment by Developer adding additional phases to this Condominium pursuant to Section 3.1.2 above shall set forth therein the reallocation of a fractional share of Common Elements attributable to each

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Unit in the Condominium at that time in accordance with the foregoing. Except as herein specifically set forth, the share of undivided interest of each Unit shall not be changed without the unanimous consent of all Owners of all of the Units. No Owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.

There shall pass with each Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration and the Master Declaration.

5.2 **Unit Boundaries**. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(a) **Upper and Lower Boundaries**. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) **Upper Boundary**: The horizontal plane of the undecorated finished ceiling. In a Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

(ii) **Lower boundary**: The horizontal plane of the undecorated finished floor. In a Unit containing a room in which the floor is raised above the level of the floor in the rest of the Unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

(iii) **Interior Divisions**. Except as provided in subsections (i) and (ii) above, no part of the floor of the middle or upper floor(s), ceiling of the middle or lower floor(s), stairwell adjoining floors or nonstructural interior walls shall be considered a boundary of the Unit.

(b) **Perimetrical Boundaries**. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit

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extended to their planar intersections with each other and with the upper and lower boundaries.

(c) **Apertures**. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows, stationary windows and skylights, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casings therefor, shall be included in the boundaries of the Unit.

(d) **Boundaries - Further Defined**. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for Utility Services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.

(e) **Exceptions and Conflicts**. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "B", the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous, the Board of Directors or a majority of the voting interest of the Unit Owners shall have the right to amend the Declaration without a meeting to correct such survey, and any such amendment shall not require the joinder of any Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained in Exhibit "B" describing the boundaries of a Unit, the language of this Declaration shall control.

5.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

(a) **Patios, Balconies and Terraces**. Any patio, balcony or terrace (and all improvements thereto and walls facing same) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s).

(b) **Miscellaneous Areas, Equipment**. Any area upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular Unit or Units and the equipment or fixtures themselves shall be Limited Common Elements of such Unit(s).

(c) **Driveway Areas**. There are driveway areas, located in front of each Unit, which are located on the Common Elements of the Condominium property. The driveways that are located on the Condominium property are Limited Common Elements and shall be maintained by the Condominium Association. The private roads rights-of-way are located on the Common Areas of Reflection Lakes at Naples and shall be maintained, repaired and replaced by the Master Association, and the expense of same shall be the responsibility of the Master Association as an operating expense pursuant to the Master Declaration. It is the intent of this paragraph to help provide for the uniform appearance of Reflection Lakes at Naples and for the maintenance of the proper aesthetics thereof as well as for the reduction of expenses paid for by the Unit Owners.

The use of the private road rights-of-way may be regulated by rules and regulations promulgated by the Board of Directors of the Master Association. Traffic access to the private road rights-of-way may be controlled by a gate, which will be located on the Common Areas of the Master Association, and administered by the Master Association pursuant to the Master Declaration.

(d) **Covered Entries and Walkways**. Any covered entry or walkway as to which exclusive access shall be afforded to any Unit to the exclusion of others shall be a Limited Common Element.

(e) **Mortgage Provision**. Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his Unit, together with its Limited Common Element(s) (whether or not ordinarily fully assignable apart from the Unit), such Limited Common Element(s) shall not be assignable apart from the Unit unless they are released from the lien of such mortgage.

5.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

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

(b) **Utility and Other Services; Drainage**. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television and communications systems, other services and drainage and water management in order to serve the Condominium. A Unit Owner shall do nothing within or outside their Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security

systems, other service, or water management facilities or drainage facilities or the use of these easements. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or 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 to a Unit or Units. In no event is Developer or Acacia making any representation or warranty regarding the adequacy of any drainage onto or off of any Unit or other part of the Condominium Property and neither Developer nor Acacia is assuming any responsibility or liability for drainage of water over, under, or across the Units or any other part of the Condominium Property (whether such drainage is from neighboring property or other parts of the Condominium Property) nor for any damage, loss, costs, expenses or fees incurred as a result of any debris, silt, erosion, or other incidental consequences thereof.

(c) **Encroachments**. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; (d) any portion of the Common Elements or any Unit encroaches upon any portion of the Common Areas of Reflection Lakes; (e) any portion of the Common Areas of Reflection Lakes encroaches upon any portion of the Common Elements or any Unit in the Condominium, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the improvements shall stand.

(d) **Ingress and Egress**. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by a leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) **Maintenance**. Prior to turnover of control of the Association to Unit Owners other than Developer, the Association's Board, through its designees, contractors, successors and assigns shall have the right, in its sole discretion from time to time, to

enter the Condominium Property and take all other action necessary or convenient for the purpose of maintenance and repair of the Common Elements or any portion of a Unit to be maintained by the Association pursuant to the terms of this Declaration. The Association may authorize Developer to repair, replace and maintain portions of the Condominium Property if the Association cannot do so or if it determines that Developer is otherwise required to do so.

(f) **Sales Activity**. For as long as there are any Units not sold to a residential buyer or any Units leased to Developer, its designees, nominees, successors and assigns, Developer, its designees, nominees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales and construction offices, to show model Units and use Units as guest suites and to show and use the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease, in its sole discretion and without need of approval from the Association.

(g) **Cable TV**. Developer reserves unto itself, its successors, assigns, contractors, designees and nominees, (i) ownership of any closed circuit, master antenna, community antenna or cable television system or the like (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as the "CATV System"), (ii) a perpetual easement over, through and across the Condominium Property for the installation, servicing, maintenance, repair, replacement and removal of the CATV System or any part thereof, (iii) the right to connect the CATV System to whatever receiving source the owner of the CATV System deems appropriate, and (iv) the right, but not the obligation, to provide (or cause to be provided) mandatory or non-mandatory services to Units through the CATV System (and related, ancillary services to Units, including, but not limited to, security-related services) at charges not to exceed those normally paid for like services by residents of single-family homes or condominium units within the general vicinity of the Condominium, and to retain or assign all such charges.

(h) **Additional Easements**. Developer (as long as it owns or has the right to acquire pursuant to the Option Agreement any Units or Subsequent Phase land or other lands subject to the Master Declaration) and the Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities or water management facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the

Condominium Property, as Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Owner of any Unit to be burdened by any easement granted pursuant to the foregoing shall give written notice in advance of the grant. The location of the easement shall be subject to the prior written approval of the Owner of the burdened Unit, which approval shall not unreasonably be withheld, conditioned or delayed.

(i) **Master Association Easements**. The Master Association, through its designees, contractors, agents, successors and assigns shall have the right, in its sole discretion, to enter the Condominium Property and take all action necessary or convenient for the purpose of maintenance, repair, and replacement in accordance with those responsibilities enumerated in the Master Declaration, including, but not limited to, maintenance of private road rights-of-way. This right in favor of the Master Association shall also exist as a non-exclusive easement for ingress and egress over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be paved, intended or designated for such purposes.

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom 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, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

7. VOTING RIGHTS. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the respective By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.

8. AMENDMENTS. Except as elsewhere provided herein, amendments to this Declaration may be effectuated as follows:

8.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Units in the Condominium. Directors and members may express their approval by voting in person at the meeting in which the amendment is to be considered, or by limited proxy,

provided that such limited proxy is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of:

(a) Unit Owners owning in excess of 50% of the Units in the Condominium and by not less than 66 2/3% of the Board of Directors of the Association; or

(b) Unit Owners owning in excess of 66-2/3% of the Units in the Condominium.

8.2 Amendments Prior to Turnover. During the period of Developer control of the Association, the Declaration, Articles of Incorporation or the By-Laws of the Association may be amended to correct an omission or error, or effect any other amendment deemed desirable by Developer without obtaining approval of the voting interests of the Association except that this procedure for amendment may not be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. So long as the Option Agreement is in effect, any such amendment provided for herein shall also require the prior written consent of Acacia, and any such amendment recorded without Acacia's consent shall be deemed void and of no force and effect.

8.3 Execution and Recording. An amendment, other than amendments made by Developer with the consent of Acacia, where applicable in accordance with the terms of this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed and acknowledged with the same formalities required for the execution of a deed. Amendments by Developer must be evidenced by a similar certificate executed by Developer with the consent of Acacia, where applicable in accordance with the terms of this Declaration. So long as the Option Agreement is in effect, any such amendment provided for herein shall also require the prior written consent of Acacia, and any such amendment recorded without Acacia's consent shall be deemed void and of no force and effect. An amendment of the Declaration properly executed in accordance with the foregoing is effective when the applicable certificate is properly recorded in the public records of the County.

8.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Owner of a Condominium Parcel shares the Common Expenses and owns the Common Surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and unless all the record Owners of all other Units approve the amendment. No amendment may be adopted which would materially affect the rights or interests of mortgagees of Units, without the consent of said mortgagees which are materially affected in each instance, which consent may not be unreasonably withheld.

No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and

underlined; and words to be deleted shall 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 Declaration. See provision for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

9. MAINTENANCE.

9.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including 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 or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

9.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein (i.e., as to Limited Common Elements), or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owner(s).

9.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units and are Limited Common Elements thereof shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, or are Limited Common Elements, except as provided otherwise in this Declaration. Where a Limited Common Element consists of a terrace (more particularly without limitation balcony or patio), the Unit Owner who has the right to the exclusive use of said terrace, balcony, or patio shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling within said area, if any, and the fixed and/or sliding glass door(s) in or on other portions of the entrance way(s) of said area, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any. Notwithstanding the foregoing, the Association may act on the Unit Owner's request to provide maintenance for the Limited Common Elements provided that the costs and charges incurred by the

Association for said maintenance be borne by the Unit Owner. The Association shall have the right to collect such costs and charges as elsewhere provided, and shall enforce its rights in accordance with this Declaration and applicable law.

10. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require material alterations or substantial additions to the Common Elements or to real property that is owned by the Association (as distinguished from maintenance, repairs and replacements) costing in excess of $10,000 in the aggregate in any calendar year, the Association may proceed with such additions or alterations only if the making of such additions or alterations shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate $10,000 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions or alterations to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

11. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER.

11.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Unit or any Limited Common Element, including, but not limited to, the installation of awnings, hurricane shutters or trellises in balconies, terraces and patio areas, without the prior written consent of the Board of Directors (and the Board of Directors of the Master Association, if necessary). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors of the Association, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, Developer, Acacia and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property, or any injury to persons, and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation of construction thereof as may be required by the Association.

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With regard to the installation of hurricane shutters, the Board of Directors shall adopt hurricane shutter specifications for the Building, which specifications shall comply with the applicable governmental building code, and which shall include, but not be limited to, color, style and other factors deemed relevant by the Board of Directors. The Unit Owner shall also maintain, repair and replace, at his, her or its sole, cost and expense, all portions of any hurricane shutter(s) that the Unit Owner may install, upon prior written approval of the Association, including such portion of the Common Elements, if any, to which the hurricane shutter(s) is attached (in the event the hurricane shutter(s) is attached to any Common Element, the Common Element to which the hurricane shutter(s) is attached shall become a Limited Common Element upon the attachment of said hurricane shutter(s), whereupon the maintenance, repair and replacement of such Limited Common Element shall be the responsibility of the Unit Owner) which the Unit Owner installs, which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane shutter(s) if necessary or required in order for the Association to maintain, repair, replace or protect the Common Elements or Association Property.

11.2 Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Article 11 shall not apply to Developer or Acacia. Developer shall have the additional right, without the consent or approval of the Board of Directors of the Association, the Master Association or other Unit Owners, to (a) make additions, alterations or improvements so long as such modifications do not change the size of Units and (b) expand, alter, add or modify all or any part of the recreational facilities.

12. CHANGES IN DEVELOPER-OWNED UNITS. Subject to the provisions of Section 8.4 of this Declaration, Developer reserves the right, without Unit Owner approval, to make non-material alterations or improvements in the interior design or layout of any Developer owned units; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units shall not be changed by reason thereof.

13. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

13.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and the By-Laws of the Association (respectively, Exhibits "C" and "D" annexed hereto and made a part hereof), as amended from time to time. In addition, the Association shall have the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

(a) 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 to a Unit or Units.

(b) The power to make and collect Assessments and other charges against Unit Owners and to regulate, administer, lease, maintain, repair and replace the Common Elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.

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

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while Developer owns any Unit without the prior written consent of Developer.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

(g) The power to charge a fee for the exclusive use of the Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, a right to such exclusive use.

(h) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration, and/or exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this

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Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

13.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, neither the Association, Developer or Acacia shall be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, neither the Association, Developer or Acacia shall be 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 done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 11.1 hereof. Further, neither the Association, Developer or Acacia shall be liable to any Unit Owner, lessee, guest or invitee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

13.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.

13.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

13.5 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

13.6 Limitation upon Action of Association. The Association shall not commence any legal proceedings on its behalf or on behalf of any or all Unit Owners against Developer without the prior written consent of at least 75% percent of all Unit Owners other than Developer. Prior to instituting any such legal proceeding, the Association shall provide Developer with the written consent of the Unit Owners as referenced above at least thirty (30) days before initiating any such legal proceedings against Developer.

13.7 Qualifications of Directors. Directors shall be elected in the manner as set forth in the By-Laws. During Developer control of the Association, Directors need not be Unit Owners; however, upon turnover of the Association, each Director, other than any Developer appointed or elected Director, shall be a Unit Owner.

14. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by law) the operation, maintenance, repair and replacement of the Common Elements, cost of providing a bulk rate cable television service (if not provided by the Master Association), costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Master Declaration, the Articles or By-Laws of the Association, any applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

15. COLLECTION OF ASSESSMENTS.

15.1 Liability for Assessments. A Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale, or by deed in lieu of foreclosure, shall be liable for all Assessments which come due while he is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

15.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. Except as otherwise provided herein, the lien is effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the public records of the County, stating the description of the Condominium Parcel, the name and address of the Association, the name of the record Owner, the amount due and the due dates. The claim of lien must be

executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association, incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner, the Association may declare the next quarterly installment of assessments to be accelerated (or if a claim of lien has been filed, the Association may accelerate to the maximum extent as is permitted by the Act), and such shall thereupon be immediately due and payable. In the event the amount of such installments changes during the period for which Assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect. The Association may also charge a late fee, to the maximum extent permitted by law.

15.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

15.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent. Furthermore, if the Unit is rented or

leased to anyone during the pending of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action.

15.5 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is occupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. The liability of an Institutional First Mortgagee or its successor or assignees who acquire title to the Unit by foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure for the unpaid Assessments that became due prior to the Institutional First Mortgagee's acquisition of title is limited to the lesser of:

(a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the Institutional First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Institutional First Mortgagee.

The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in this Section for the collection of unpaid Assessments. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

15.6 Certificate of Unpaid Assessments. Within fifteen (15) days after receiving a written request thereof from a Unit Owner purchaser or mortgagee of a Unit, the Association shall provide a certificate signed by an officer or agent of the Association stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

15.7 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time.

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15.8 Use of Common Elements. The Association shall not charge any fee against a Unit Owner for the use of the Common Elements or Association Property unless otherwise provided for in this Declaration or by a majority vote of the Association or unless the charges relate to expenses incurred by a Unit Owner having exclusive use of the Common Elements or Association Property.

16. INSURANCE. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements and the Condominium Property as is required by the Act. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

16.1 Purchase, Custody and Payment.

(a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance.

(c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (as hereinafter defined in Section 16.6) (if appointed).

(e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall, upon written request, be furnished by the Association to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(f) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

16.2 Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners; or, the following equipment, if located within a Unit and the Unit Owner is required to replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built-in cabinets) and all improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, so long as such replacement cost insurance is available, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(i) Loss or Damage by Fire and Other Hazards including windstorm covered by a standard extended coverage endorsement(s); and

(ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than $1,000,000 for each accident or occurrence, $300,000 per person and $100,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

(c) Worker's Compensation and other mandatory insurance, when applicable.

(d) Flood Insurance if required by the Primary Institutional First Mortgagees or if the Association so elects.

(e) Fidelity Insurance, covering all directors, officers, employees and management agents of the Association who control or disburse Association funds, such insurance to be in an amount not less than $10,000 per person insured or as required by the Act.

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(f) **Association Property**. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(g) **Such Other Insurance** as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

16.3 Additional Provisions. All policies of physical damage insurance may provide that such policies may not be cancelled or substantially modified without at least forty-five days' prior written notice of all of the named insureds, including all Institutional First Mortgagees of Units.

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

16.5 Unit Owner Coverage. Each Unit Owner shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use. The Association may require each Unit Owner to provide it with a copy of a binder, a policy, or other proof satisfactory to the Association of said insurance coverage.

16.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it elects to serve such functions pursuant to Section 16.11 hereof. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of

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the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(a) **Insured Property**. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.

(b) **Optional Property**. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(c) **Mortgagees.** No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

16.7 **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) **Expenses of the Trust.** All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(b) **Reconstruction or Repair**. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Institutional First Mortgagees being payable jointly to them.

(c) **Failure to Reconstruct or Repair**. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 16.6 above, and distributed first to all

Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

(d) Certificate. In making distributions to Unit Owners and their Institutional First Mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

16.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

16.9 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

16.10 Benefit of Mortgagees. Certain provisions in this Section 16 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

16.11 Insurance Trustee Optional. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

16.12 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

16.13 Unit Owner Damage. The cost to repair any damage caused by a Unit Owner to a Common Element or other property owned by the Association or Master Association, or to a Unit which is not covered by insurance, including lack of coverage due to a deductible, shall be the responsibility of and shall be paid by said Unit Owner causing the damage. The cost of any damage to a Unit not covered by insurance caused from a source outside the Unit, which source of damage is under the control and management of the Association, and said damage is through no negligence on the part of the Association, shall be borne by the Unit Owner sustaining the damage.

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17. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

17.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Notwithstanding the above, if 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date that the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

17.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in

the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees), the plans for which are to be altered.

17.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

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

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than $100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

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

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated

costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(iv) **Surplus**. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

(v) **Certificate**. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon 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 names of the payees and the amounts to be paid.

17.4 **Assessments**. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements. Costs on account of damage to the Optional Property shall be charged to each Unit Owner in proportion to the cost of repairing the damage suffered by each Unit Owner thereof, as determined by the Association.

17.5 **Benefit of Mortgagees**. Certain provisions in this Section 17 are for the benefit of mortgagees of Units and may be enforced by any of them.

18. CONDEMNATION.

18.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special Assessment shall be made against a defaulting Unit Owner in the Amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

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

18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance trustee (if appointed) after a casualty, or as elsewhere in this Section 18 specifically provided.

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

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the proceeds of the award, the additional funds required for restoration shall be charged against the Owner of the Unit. The Association shall have the right to collect and enforce such costs and expenses as elsewhere provided in accordance with this Declaration, pursuant to Section 15 and applicable law.

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

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common

Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

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

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

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

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

(i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section 18.4(c) hereof (the "Percentage Balance"); and

(ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section 18.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

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

(e) **Arbitration**. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

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

18.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common

Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association. So long as the Option Agreement is in effect, the prior written consent of Acacia shall be required for any such amendment, and any purported amendment without such consent shall be deemed void and of no force and effect.

19. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

19.1 Occupancy. Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder, employee or designee of a corporate lessee or sublessee, (iii) a partner, employee or designee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom, plus two (2) additional persons. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 19.1 shall not be applicable to Units used by Developer for model apartments, sales offices management services, or other development or sales activities.

As used here, "temporary occupancy" shall be deemed to mean occupancy of the Unit for less than fourteen (14) consecutive days.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit for more than fourteen (14) days without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of

this Article 19 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

19.2 Children. Children shall be permitted to reside in Units, subject to the provisions of Section 19.1, above.

19.3 Pets. Except for fish, each Unit (regardless of the number of Owners) may maintain therein up to two (2) household pets, to be limited to domestic dogs not to exceed thirty (30) pounds each, or domestic cats, or caged birds, or one (1) fish tank not to exceed 55 gallons, provided they are not kept, bred, or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. All pets must be registered and approved by the Board, which approval may be given or withheld in the sole discretion of the Board. Notwithstanding the foregoing, any request for installation of a fish tank exceeding 55 gallons must be submitted and approved by the Board of the Association, which approval may be given or withheld in the sole discretion of the Board, and be compatible with the structural design of the Building. The Board may require review of such request by a structural engineer at the sole expense of the Unit Owner. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be kept in a Limited Common Element. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Without limiting the generality of Section 20 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. No one other than a Unit Owner is permitted to keep any pets.

19.4 Alterations. Without limiting the generality of Section 11.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, pools, whirlpools or saunas or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in Section 11.1 hereof). Without limiting the generality of Section 11.1 hereof, no Unit Owner shall cause or allow any mechanical, electrical or structural alterations, improvements or changes to the interior of any Unit without submitting professional sealed and prepared plans to the Association and without obtaining the prior written consent of the Association (in the manner specified in Section 11.1 hereof). Notwithstanding anything to the contrary herein, no part of a Unit which has been designated by Developer for use as a garage for automobiles shall be utilized as a bedroom, den, family room, living room or any other living quarters.

19.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. Violation of this provision shall be a violation of this Declaration and may be a violation of the applicable fire codes governing the Condominium.

19.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

19.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 19.7.

19.8 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leasing of Units may also be subject to the prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds the Association may find. No lease shall be approved for a term of less than fourteen (14) days. The Association shall have the right to require of all tenants that they deposit in escrow with the Association a sum not to exceed the equivalent of one (1) month's rent which may be used by the Association to protect against damages and to repair any damage to the Common Elements or other property owned by the Association resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Regardless of whether or not expressed in the applicable lease, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall also comply with and be subject to the provisions of Article 20 hereof. This Section shall also apply to subleases and assignments and renewals of leases. No lease approved by the Association shall be amended or modified without the Association's approval.

The Association may charge a lease approval fee not in excess of any amount provided for in the Act (as it may be amended from time to time) as a maximum amount for such fees, but no fee shall be charged in connection with the approval of an amendment, modification or extension of a previously approved lease.

In making its determination as to whether to approve a lessee of a Unit, the Association shall not discriminate on the grounds of race, gender, religion, national origin, familial status or

physical or mental handicap; provided, however, nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease or lessee.

19.9 Exterior Improvements; Landscaping. Without limiting the generality of Sections 11.1 or 19.4 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

None of the balconies that are contiguous to Units and designated as Limited Common Elements under the Declaration may be enclosed, glassed in or screened in, nor may any Unit Owner alter the configurations of such balconies, or hang plants, draperies, screens or other items therefrom.

19.10 Unit Floor Coverings. All Units above the first floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may only be installed upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring must always be approved in writing by the Board or its representative prior to installation and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring.

19.11 Effect on Developer; Association. The restrictions and limitations set forth in this Article 19, except Sections 19.1, 19.2, 19.3, and 19.8, shall not apply to Developer, nor to Units owned by or leased to Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 19 for good cause shown.

20. COMPLIANCE AND DEFAULT. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

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

20.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to take such actions as shall be permitted under this Declaration and in accordance with the provisions of the Condominium Act, which will put the Unit Owner or Unit in compliance, and to hire an attorney to make a charge against the Unit Owner and Unit for the costs of such reasonable attorneys' fees incurred in requiring performance and/or compliance of the Unit Owner. In addition, the Association shall have the right, for itself and its employees and agents, 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 the Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

20.3 Fines. In the event a Unit Owner or occupant fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time. Any fine shall be imposed by written notice to the Unit Owner or tenant, signed by an officer of the Association. The Unit Owner, tenant, or other party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. Said notice shall specifically state the amount of the fine, the date, time and place of the hearing; the provisions of the Declaration, Articles, By-Laws or rules which have allegedly been violated; and a short and plain statement of the matter asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

The hearing shall be held before a committee of other Unit Owners appointed by the Board (the "Committee"). At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Unit Owner, tenant or other party against whom the fine is sought to be levied shall have the right to attend the hearing and to produce evidence on his behalf, and if the Unit Owner or tenant fails to attend then the hearing will be deemed waived and the Committee may ratify the fine without further proceedings. At the hearing the Committee shall ratify, or disagree with, the fine. If the Committee does not agree with the fine, the fine may not be levied. If a majority of the Committee members agrees with the fine, the

Association shall give the Unit Owner, tenant or other party against whom the fine is sought, written notice of the Committee's decision. Any fine shall be due and payable within ten (10) days after written notice of the Committee's imposition of the fine. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant as provided in Section 19.8 of this Declaration.

20.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

20.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

21. TERMINATION OF CONDOMINIUM. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee. When the Board of Directors of the Association intends to terminate the Condominium, the Board shall so notify the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation (the "Division") before taking any action to terminate the Condominium or the Association. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. Upon recordation of said certificate evidencing termination of the Condominium, the Association within thirty (30) business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk.

This Section may not be amended without the consent of Developer as long as it owns at least one (1) Unit. Additionally, so long as the Option Agreement is in effect, any amendment to this Section shall also require the prior written approval of Acacia, and any purported amendment without such consent shall be deemed void and of no force and effect.

22. ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.

22.1 Institutional Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.

22.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

22.3 The approval of a majority of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which materially affects the rights or interests of the Institutional First Mortgagees, as set forth in Section 718.110(4) and 718.110(8), Florida Statutes, as amended from time to time, which approvals shall not be unreasonably withheld.

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

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

24. ADDITIONAL PROVISIONS.

24.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) or registered mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

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

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

24.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

24.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

24.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

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

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

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

24.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of Developer, all documents or consents which may be required by all governmental agencies to allow Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby 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 may not be amended without the consent of Developer. Additionally, so long as the Option Agreement remains in effect, any amendment to this Section shall also require the prior written approval of Acacia, and any purported amendment without such approval shall be deemed void and of no force and effect.

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

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

24.13 Access of Developer to Building and Units. For as long as Developer remains liable to any Unit Owner, or the Condominium Association, under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, or any Units therein, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time, to enter the Condominium Property, the Common Areas of the Reflection Lakes as defined under the Master Declaration or any Units for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer

to fulfill its obligations under such warranties. Failure of the Condominium Association or of a Unit Owner to grant such access shall result in the appropriate warranty being nullified and of no further force or effect.

24.14 Enforcement Rights. The Owner of any Unit, including Developer, shall have the right, but not the obligation, to enforce, by proceedings at law or in equity, any or all of the provisions of this Declaration, including, without limitation, the right to prosecute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation. In addition, so long as the Option Agreement is in effect, Acacia shall have the right to enforce any of the provisions of this Declaration that are intended to be for the benefit of Acacia. None of the provisions of this Declaration shall obligate or be construed to obligate Developer, or Acacia, or their respective agents, representative or employees, to undertake any affirmative action to enforce the provisions of this Declaration or any provision hereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof. The failure of any Owner, including Developer and Acacia, to enforce any of the provisions of this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

24.15 Required Consent from Acacia. Notwithstanding anything in this Declaration to the contrary, as long as the Option Agreement remains in effect, any subdivision or replat of the Land, or any portion thereof, or resubdivision of any Unit shall require the prior written consent of Acacia. Further, as long as the Option Agreement remains in effect, no other covenants, conditions, restrictions or easements shall be recorded by Developer, any Owner or other person against any Unit or other portion of the Land without the provisions thereof having been first approved in writing by Acacia. Any plat or replat of the Land, any resubdivision of any Unit, and any covenants, conditions, restrictions or easements recorded without such approval of Acacia being evidenced thereon shall be null and void.

COLLIER COUNTY RECORDS CLERK OF THE CIRCUIT COURT

25. <u>DISCLAIMER OF WARRANTIES.</u> DEVELOPER AND ACACIA HEREBY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT, TO THE EXTENT APPLICABLE, AND THOSE SPECIFICALLY GIVEN IN WRITING BY DEVELOPER OR ACACIA, AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM DEVELOPER, ACACIA OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

26. MANDATORY NON-BINDING ARBITRATION OF DISPUTES.

(a) Prior to the institution of court litigation, the parties to a "dispute", as that term is defined in Section 718.1255(1), Florida Statutes, as amended from time to time, shall petition the Division for non-binding arbitration, so long as the Act requires such arbitration. Arbitration shall be conducted according to rules promulgated by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitations.

(b) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.

(c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction within thirty (30) days in the County in which the Condominium is located. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorneys' fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.

(d) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.

(e) The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence.

(f) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the condominium is located. A petition may not be granted unless the time for appeal by filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorney's fees and costs incurred in enforcing the arbitration award.

27. LIMITATION ON RIGHTS AS DEVELOPER. Notwithstanding any other provision contained in this Declaration, as long as TOUSA is Developer, TOUSA shall not, without the prior written consent of Acacia, have the right to exercise any of "Developer" rights under this

COPY

Declaration in any manner which will have a material or adverse impact on any of the Land owned by Acacia.

28. TERMINATION OF OPTION AGREEMENT. Notwithstanding any other provision of this Declaration, TOUSA and Acacia acknowledge that, upon recordation of a termination of the Option Agreement in the Public Records of Collier County, Florida, the Option Agreement, for purposes of this Declaration, shall be deemed terminated and shall no longer be in force or have any effect hereunder.

IN WITNESS WHEREOF, TOUSA and Acacia have caused this Declaration to be duly executed as of the 1 day of August, 2005.

Signed, sealed and delivered
in the presence of:

Witness Signature
Vanessa A Richter
Witness Printed Name

Witness Signature
LYNDA K. ROWNEY
Witness Printed Name

TOUSA HOMES, INC.
a Florida Corporation

By: _____
David A. Cobb
Vice-President

[CORPORATE SEAL]

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 1 day of August, 2005, by David A. Cobb, as Vice-President of TOUSA Homes, Inc., a Florida corporation. He is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public State of Florida
Nancy DeMarinis
My Commission DD416187
Expires 05/20/2009

Notary Public Signature

NANCY DE MARINIS
Notary Public Printed Name

My commission expires:

Signed, sealed and delivered
in the presence of:

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

ACACIA CREDIT FUND 8-A, LLC,
a Delaware limited liability company

By: Fund 8-A Management Company, L.L.C.
a Delaware limited liability company,
its Managing Member

By: Acacia Capital Corporation,
a California corporation,
its Managing Member

By: _____
Print Name: Steven S. Benson
Title: Exec. Vice President

[CORPORATE SEAL]

STATE OF ARIZONA)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 28th day of July, 2005, by Steven S. Benson, as Exec. Vice President of Acacia Capital Corporation, a California corporation, in its capacity as Managing Member of Fund 8-A Management Company L.L.C., a Delaware limited liability company, the Managing Member of Acacia Credit Fund 8-A, L.L.C., a Delaware limited liability company, for and on behalf thereof. He is personally known to me or has produced _____ as identification.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

_____
Notary Public Signature

(SEAL)

Teresa G. Hall
Notary Public Printed Name

My commission expires: 01/09/09

TERESA G. HALL
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
JANUARY 9, 2009

25242_1.DOC

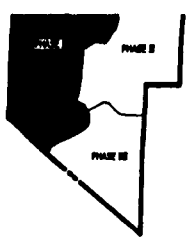
EXHIBIT A
TO THE DECLARATION OF CONDOMINIUM
OF
REFLECTION LAKES AT NAPLES I, A CONDOMINIUM

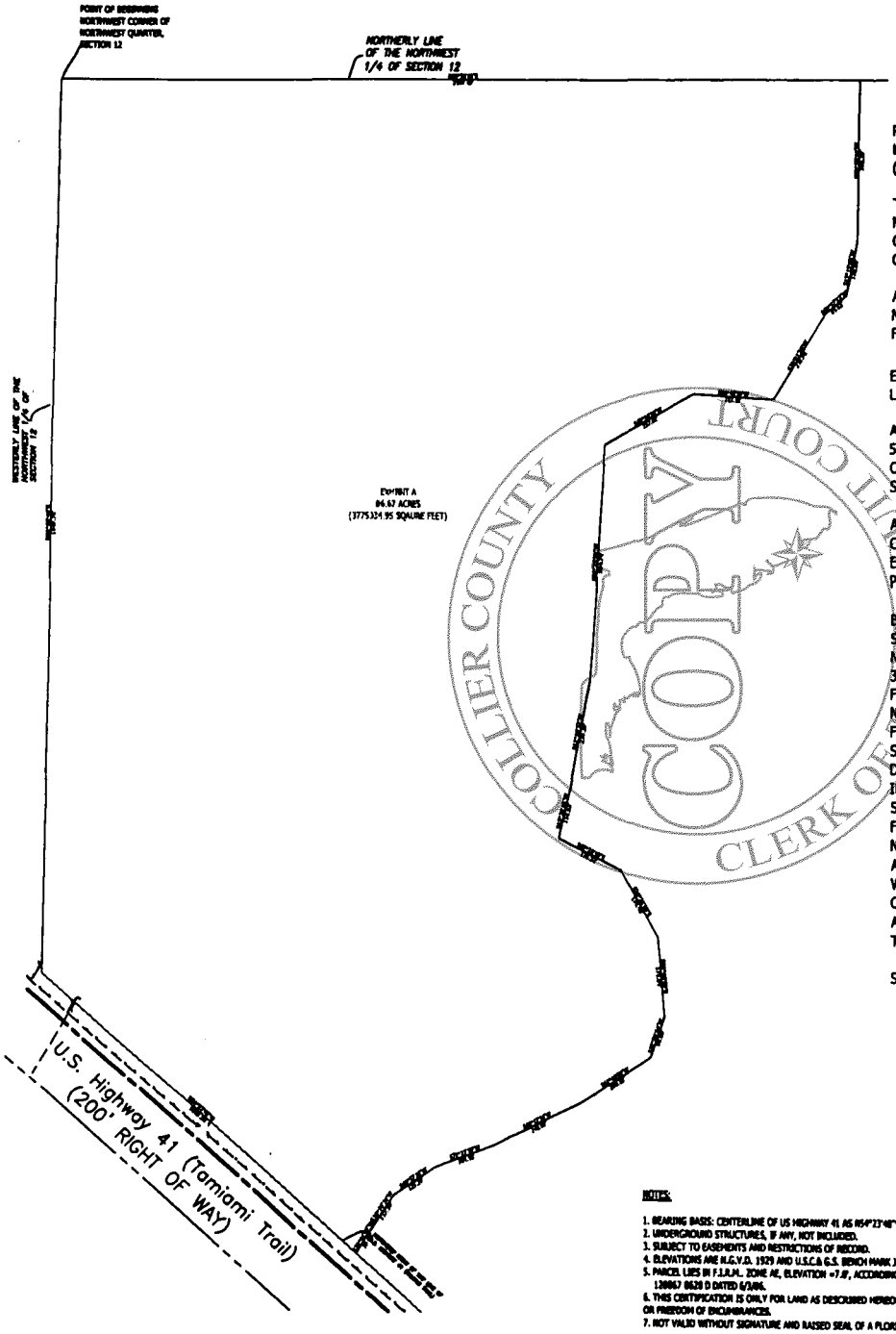
LEGAL DESCRIPTION AND SURVEY OF LAND

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

A CONDOMINIUM
NAPLES, FLORIDA
LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE_____





PARENT TRACT
LEGAL DESCRIPTION
(PROVIDED BY CHICAGO TITLE INSURANCE COMPANY)

THAT PORTION OF THE WEST ONE-HALF OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, LYING NORTH OF U.S. HIGHWAY 41 (TAMIAMI TRAIL), AND THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

AND THE EAST ONE HALF OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, EXCEPTING THE NORTH 30 FEET THEREOF, WHICH IS RESERVED FOR ROAD PURPOSES.

EXHIBIT A
LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN THAT PORTION OF THE WEST ONE-HALF OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, LYING NORTH OF U.S. HIGHWAY 41 (TAMIAMI TRAIL), AND THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

AND THE EAST ONE HALF OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, EXCEPTING THE NORTH 30 FEET THEREOF, WHICH IS RESERVED FOR ROAD PURPOSES. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, N89°56'16"E, 2107.40 FEET; THENCE RUN S00°59'44"W, 352.29 FEET; THENCE RUN S13°15'05"W, 125.00 FEET; THENCE RUN SOUTHERLY AND WESTERLY THE FOLLOWING COURSES AND DISTANCES: S53°37'13"W, 65.63 FEET; S36°21'20"W, 232.91 FEET; THENCE N86°45'10"W, 213.15 FEET; S63°56'50"W, 257.82 FEET; THENCE RUN IN A SOUTHERLY DIRECTION THE FOLLOWING COURSES AND DISTANCES: S04°35'53"W, 504.74 FEET; S12°10'52"W, 234.37 FEET; S15°39'16"W, 116.63 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION THE FOLLOWING COURSES AND DISTANCES: S67°23'49"E, 175.32 FEET; S34°31'50"E, 174.49 FEET; S06°00'50"E, 171.64 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION THE FOLLOWING COURSES AND DISTANCES: S22°22'54"W, 94.80 FEET; S61°48'09"W, 209.15 FEET; S68°12'54"W, 242.08 FEET; S72°33'59"W, 164.93 FEET; S60°57'25"W, 125.29 FEET; S38°55'34"W, 117.10 FEET; THENCE S36°41'47"W, 39.09 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGH WAY 41 (TAMIAMI TRAIL), 200 FEET WIDE; THENCE RUN ALONG THE NORTHERLY LINE OF U.S. 41 (TAMIAMI TRAIL) N54°23'48"W, 1008.58 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41 AND THE WEST LINE OF THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 12, N01°00'48"E, 1947.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,775,334 SQUARE FEET, MORE OR LESS, 86.67 ACRES.

COLLIER COUNTY CLERK OF COURT CORAL

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-249-1965.
5. PARCEL LIES IN F.I.R.M.: ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0020 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

EXHIBIT A
BOUNDARY SURVEY

SHEET 1 OF 3

PREPARED FOR: ENGLE HOMES

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE EXHIBIT REPRESENTED HEREON, MADE UNDER MY DIRECTION ON xxxx,xx,xxxx IS IN ACCORDANCE WITH MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (941) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE # 3430

Z:\24967-Reflection Lakes at Naples\dwg\Condo1.dwg 10/13/2003 7:48:27 AM EDT

CONDOMINIUM PLAT BOOK_____PAGE_____

A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

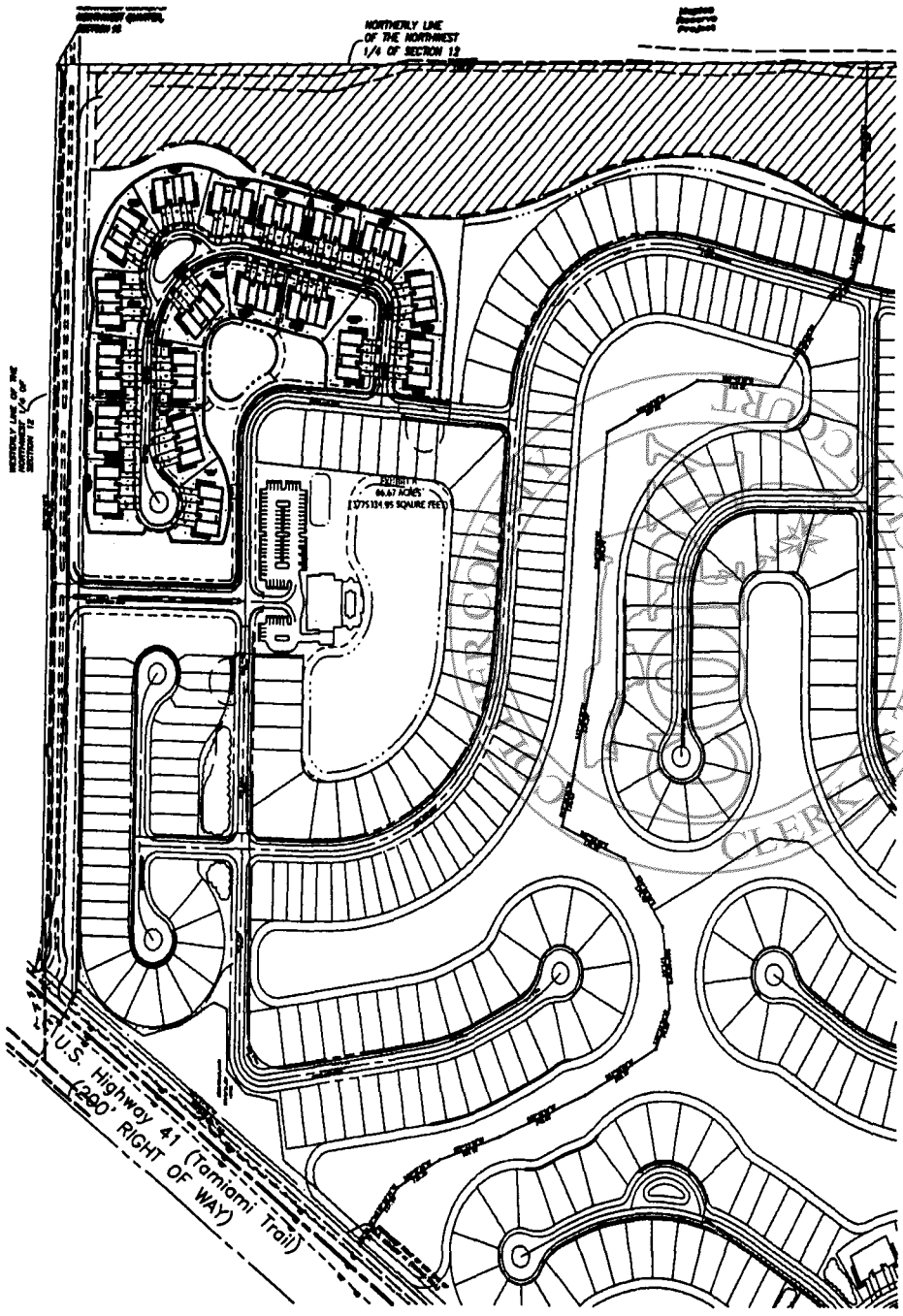


EXHIBIT A
SITE PLAN

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°27'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0020 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR PRESENCE OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

DATE:

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (941) 542-7499

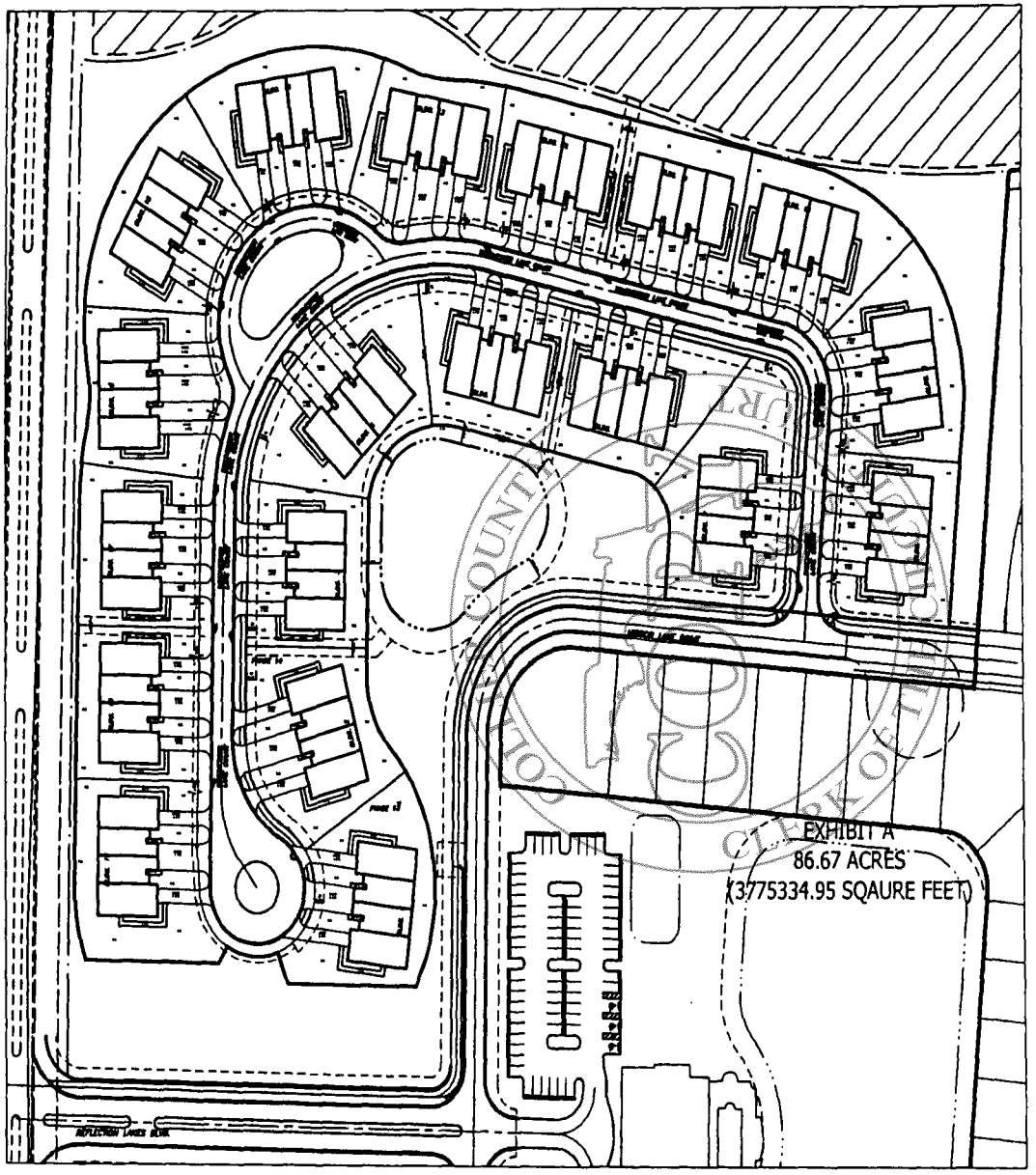
DONALD D. STOUTEN, P.S.M.
CERTIFICATE # 1836

SHEET 2 OF 23

Z:\24967-Reflection Lakes at Naples\dwg\Condo1.dwg 10/13/2003 7:48:27 AM EDT

REFLECTION LAKES AT NAPLES
A CONDOMINIUM
NAPLES, FLORIDA
LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE_____



LEGEND:
- FOUND NAIL AND TAB
- SET NAIL AND TAB LB 3377
- FOUND STEEL PIN
- SET 1/2 " IRON PIN AND CAP LB#3377
- POWER POLE
- UNITED TELEPHONE RISER
- 5.9 EXISTING ELEVATION
- C-1 DENOTES CURVE NUMBER
- L-1 DENOTES LINE NUMBER
- (R) DENOTES RADIAL LINE
- D.E. DENOTES DRAINAGE EASEMENT
- P.U.E. DENOTES PUBLIC UTILITY EASEMENT
- C.U.E. DENOTES COUNTY UTILITY EASEMENT
- L.M.E. DENOTES LAKE MAINTENANCE EASEMENT

NOTES:
1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°27'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-248-1985.
5. PARCEL LIES IN F.I.R.M.: ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/1/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

EXHIBIT A
SITE PLAN

SHEET 3 OF 23

DATE:

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
6423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (941) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE # 3656

Z:\24967-Reflection Lakes at Naples\dwg\Condo1.dwg 10/13/2003 7:48:27 AM EDT

EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM
OF
REFLECTION LAKES AT NAPLES I, A CONDOMINIUM

LEGAL DESCRIPTION, PHASE SURVEYS, PLOT PLANS
FOR
PHASES I THROUGH 19

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

INITIAL PHASE

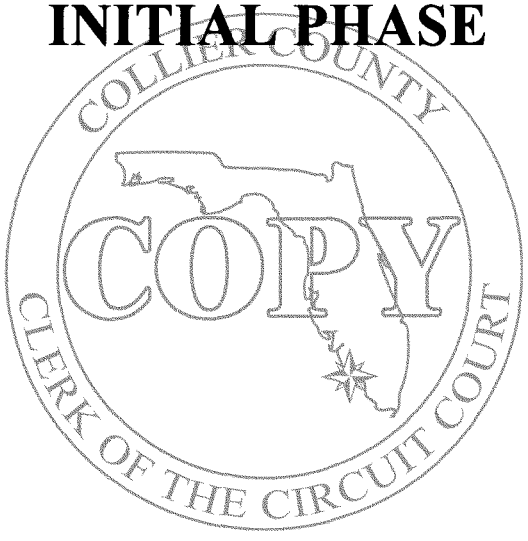
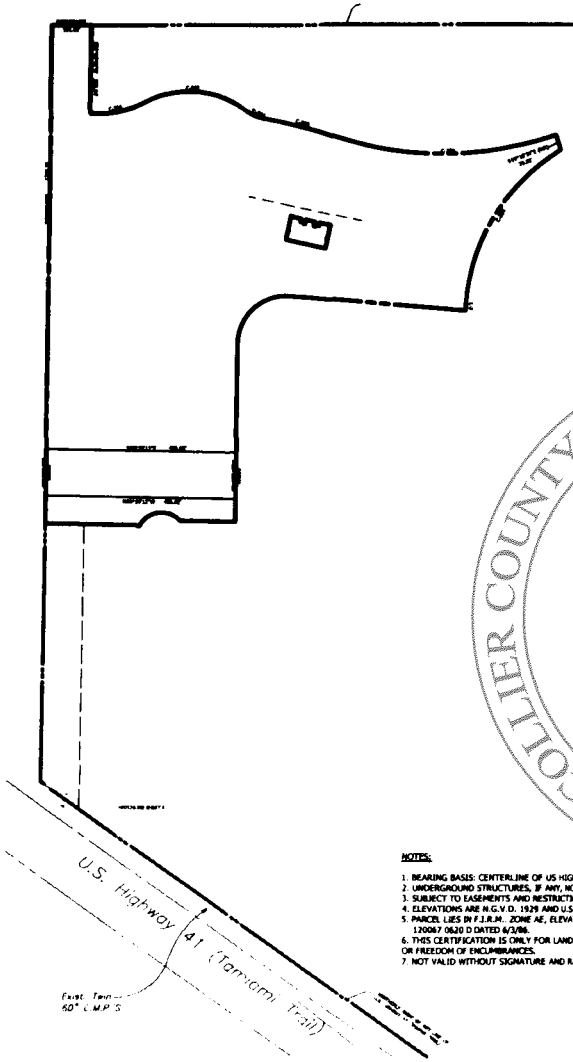


EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA
LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE_____



PARENT TRACT
LEGAL DESCRIPTION
(PROVIDED BY CHICAGO TITLE INSURANCE COMPANY)

THAT PORTION OF THE WEST ONE-HALF OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, LYING NORTH OF U.S. HIGHWAY 41 (TAMIAMI TRAIL), AND THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

AND THE EAST ONE HALF OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, EXCEPTING THE NORTH 30 FEET THEREOF, WHICH IS RESERVED FOR ROAD PURPOSES.

EXHIBIT B
LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN THAT PORTION OF THE WEST ONE-HALF OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, LYING NORTH OF U.S. HIGHWAY 41 (TAMIAMI TRAIL), AND THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

AND THE EAST ONE HALF OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, EXCEPTING THE NORTH 30 FEET THEREOF, WHICH IS RESERVED FOR ROAD PURPOSES. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, N89°56'16"E, 2107.40 FEET; THENCE RUN S00°59'44"W, 352.29 FEET; THENCE RUN S13°15'05"W, 125.00 FEET; THENCE RUN SOUTHERLY AND WESTERLY THE FOLLOWING COURSES AND DISTANCES: S53°37'13"W, 65.63 FEET; S36°21'20"W, 232.91 FEET; THENCE N86°45'10"W, 213.15 FEET; S63°56'50"W, 257.82 FEET; THENCE RUN IN A SOUTHERLY DIRECTION THE FOLLOWING COURSES AND DISTANCES: S04°35'53"W, 504.74 FEET; S12°10'52"W, 234.37 FEET; S15°39'16"W, 116.63 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION THE FOLLOWING COURSES AND DISTANCES: S67°23'49"E, 175.32 FEET; S34°31'50"E, 174.49 FEET; S06°00'50"E, 171.64 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION THE FOLLOWING COURSES AND DISTANCES: S22°22'54"W, 94.80 FEET; S61°48'09"W, 209.15 FEET; S68°12'54"W, 242.08 FEET; S72°33'59"W, 164.93 FEET; S60°57'25"W, 125.29 FEET; S38°55'34"W, 117.10 FEET; THENCE S36°41'47"W, 39.09 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGH WAY 41 (TAMIAMI TRAIL), 200 FEET WIDE; THENCE RUN ALONG THE NORTHERLY LINE OF U.S. 41 (TAMIAMI TRAIL) N54°23'48"W, 1008.58 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41 AND THE WEST LINE OF THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 12, N01°00'48"E, 1947.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,775,334 SQUARE FEET, MORE OR LESS, 86.67 ACRES.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT)
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

SURVEYORS CERTIFICATE

AS TO REFLECTION LAKES AT NAPLES I, A CONDOMINIUM, PHASE 1B ONLY, SAID CONDOMINIUM BEING A PART OF REFLECTION LAKES AT NAPLES I, AS RECORDED IN OFFICIAL RECORDS BOOK 3388, PAGE 0590, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

I, DONALD D. STOUTEN, OF THE CITY OF CAPE CORAL, COUNTY OF LEE AND STATE OF FLORIDA HEREBY CERTIFY AS FOLLOWS:

1. THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA.

2. THAT THIS CERTIFICATE IS MADE AS TO REFLECTION LAKES AT NAPLES I, BUILDING 6, A CONDOMINIUM, PHASE 1B ONLY, SAID CONDOMINIUM BEING A PART REFLECTION LAKES AT NAPLES I, AS RECORDED IN OFFICIAL RECORDS BOOK 3388, PAGE 0590, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND IS IN COMPLIANCE WITH SECTION 718.104(4), FLORIDA STATUTES;

3. THAT THE ATTACHED SHEETS OF STOUTEN AND ASSOCIATES, INC. REVISED SEPTEMBER 6, 2005, TOGETHER WITH THE PROVISIONS OF THE DECLARATION RELATING TO MATTERS OF SURVEY, CONSTITUTE A CORRECT REPRESENTATION OF THE IMPROVEMENTS AS THEY NOW EXIST, AND FROM THEM THE IDENTIFICATION, LOCATION, DIMENSIONS AND SIZE OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND OF EACH UNIT CAN BE DETERMINED.

4. ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT AND COMMON ELEMENT FACILITIES SERVING THE BUILDING, AS SET FORTH IN THE DECLARATION ARE COMPLETE.

DONALD D. STOUTEN, P.S.M.
FLORIDA CERTIFICATION No. LB3377

PREPARED FOR: ENGLE HOMES

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE EXHIBIT REPRESENTED HEREON, MADE UNDER MY DIRECTION ON 9-6-05 IS IN ACCORDANCE WITH MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.1B
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE # 5399

EXHIBIT B
BOUNDARY SURVEY

SHEET 1 OF 4

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OR: 3890 PG: 2238

K:\Land\24967-Reflection Lakes at Naples\dwg\condo docs\building 6.dwg 9/7/2005 7:13:36 AM EDT

EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE_____

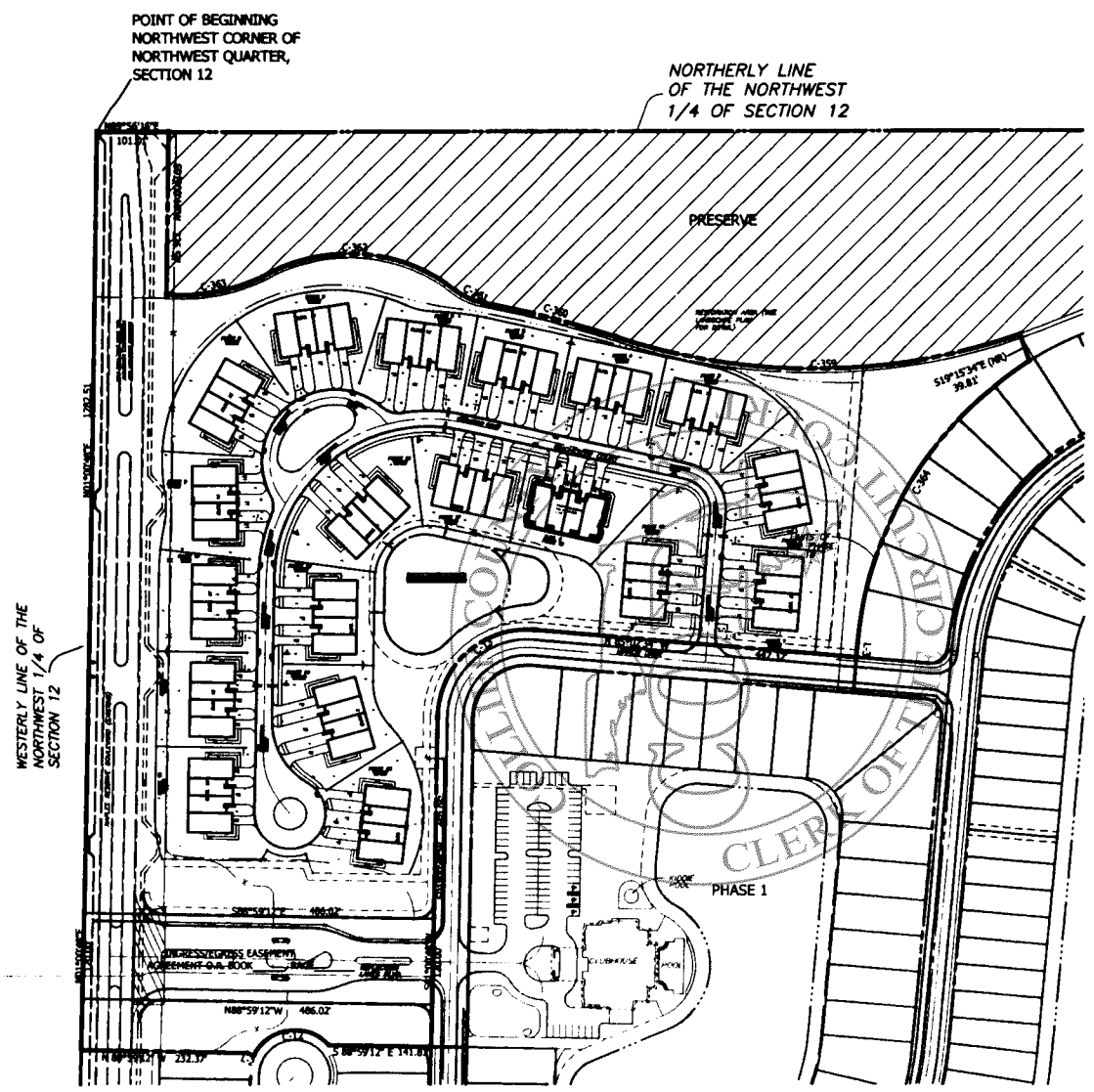


EXHIBIT B
SITE PLAN

SHEET 3 OF 4

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	CH. BEARING	CHORD	TANGENT
C-12	112°49'48"	124.07	63.00	S81°47'04"W	104.97	84.88
C-13	93°56'39"	204.95	125.00	S47°59'07"W	182.76	133.91
C-359	37°49'29"	570.38	864.00	N89°39'11"E	560.08	296.82
C-360	8°09'40"	191.01	1341.00	S75°30'55"E	190.85	95.67
C-361	27°46'37"	43.15	89.00	S65°42'26"E	42.73	22.01
C-362	68°18'16"	284.92	239.00	S85°58'16"E	268.35	162.13
C-363	29°37'41"	137.41	265.72	N79°29'56"E	135.88	70.28
C-364	52°48'54"	479.03	520.00	S31°20'53"W	462.27	258.03

LINE TABLE		
LINE	LENGTH	BEARING
L-2	9.04	N64°37'58"W
L-3	19.44	S04°57'26"W

LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 N88°59'16"E, 101.01 FEET; THENCE LEAVING SAID NORTH LINE RUN S01°00'44"W, 126.54 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 265.72 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 29°37'41", A CHORD AND CHORD BEARING OF N79°29'56"E, 135.88 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 137.41 FEET TO THE POINT OF REVERSE CURVATURE OF A 239.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 68°18'16", A CHORD AND CHORD BEARING OF S85°58'16"E, 268.35 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 284.92 FEET TO THE POINT OF REVERSE CURVATURE OF A 89.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 27°46'37", A CHORD AND CHORD BEARING OF S65°42'26"E, 42.73 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 43.15 FEET TO THE POINT OF REVERSE CURVATURE OF A 1341.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 8°09'40", A CHORD AND CHORD BEARING OF S75°30'55"E, 190.85 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 191.01 FEET TO THE POINT OF REVERSE CURVATURE OF A 864.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 37°49'29", A CHORD AND CHORD BEARING OF N89°39'11"E, 560.08 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 570.38 FEET TO A NON-TANGENT INTERSECTION WITH A LINE WHICH BEARS S19°15'34"E; THENCE RUN S19°15'34"E, 39.81 FEET TO A NON-TANGENT INTERSECTION WITH A 520.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 52°48'54", A CHORD AND CHORD BEARING OF S31°20'53"W, 462.27 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 479.03 FEET; THENCE RUN S04°57'26"W, 19.44 FEET; THENCE RUN N85°02'34"W, 447.32 FEET TO THE POINT OF CURVATURE OF A 125.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 93°56'39", A CHORD AND CHORD BEARING OF S47°59'07"W, 182.76 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 204.95 FEET; THENCE RUN S01°00'48"W, 460.06 FEET; THENCE RUN S88°59'12"E, 141.81 FEET TO A NON-TANGENT INTERSECTION WITH A 63.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST SAID CURVE HAVING A CENTRAL ANGLE OF 112°49'48", A CHORD AND CHORD BEARING OF S81°47'04"W, 104.97 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 124.07 FEET TO A NON-TANGENT INTERSECTION WITH A LINE THAT BEARS N64°37'58"W; THENCE RUN N64°37'58"W, 9.04 FEET; THENCE RUN N88°59'12"W, 232.37 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE RUN ALONG SAID WEST LINE N01°00'48"E, 1282.51 FEET TO THE POINT OF BEGINNING.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (F.S.M.).

DATE:

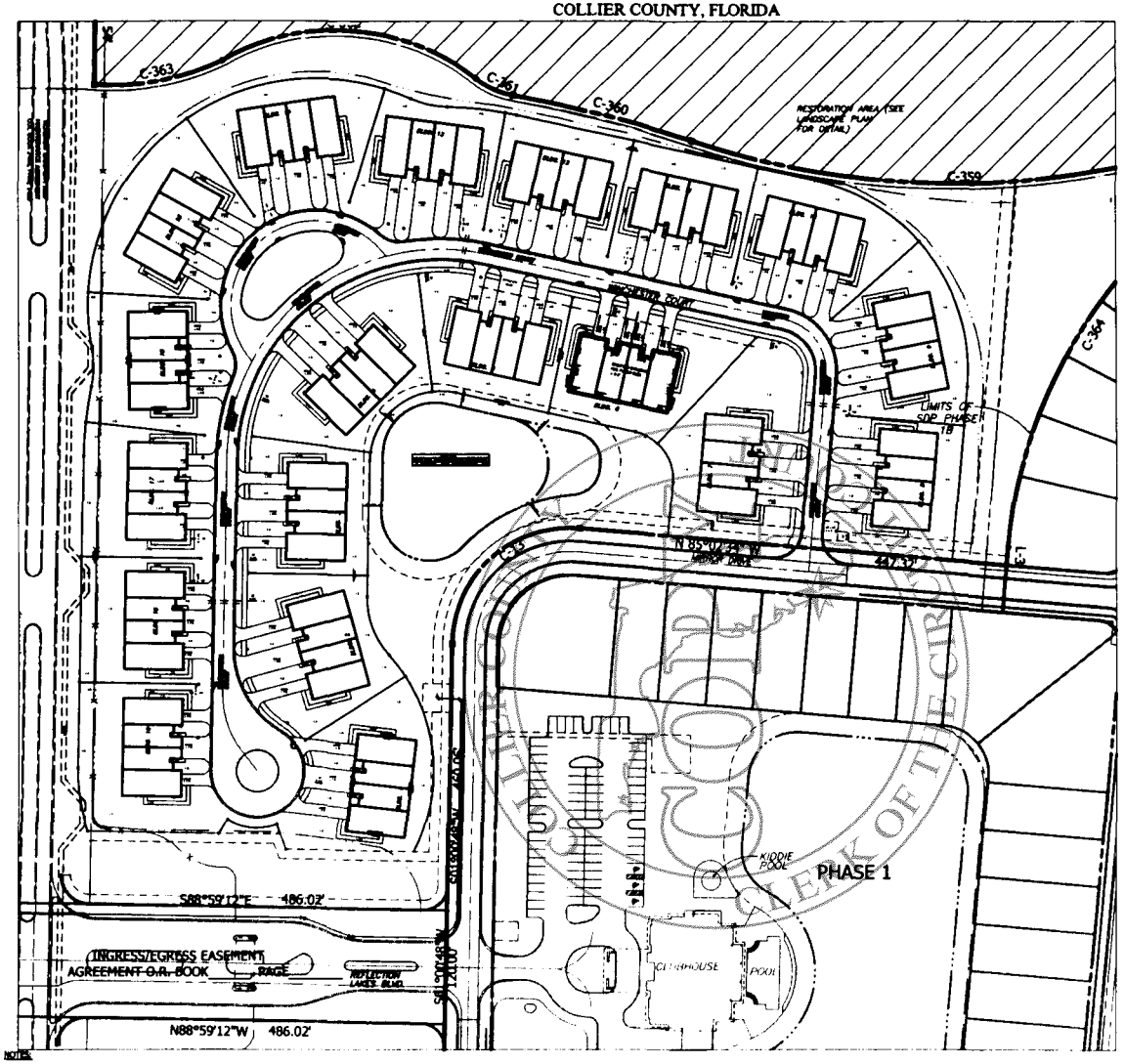
STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN P.S.M.
CERTIFICATE # 5188

EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA
LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE_____



LEGEND:
- FOUND NAIL AND TAB
- SET NAIL AND TAB LB 3377
- FOUND STEEL PIN
- SET 1/2" IRON PIN AND CAP LB#3377
- POWER POLE
- UNITED TELEPHONE RISER
- 5.9 EXISTING ELEVATION
- C-1 DENOTES CURVE NUMBER
- L-1 DENOTES LINE NUMBER
- (R) DENOTES RADIAL LINE
- D.E. DENOTES DRAINAGE EASEMENT
- P.U.E. DENOTES PUBLIC UTILITY EASEMENT
- C.U.E. DENOTES COUNTY UTILITY EASEMENT
- L.M.E. DENOTES LAKE MAINTENANCE EASEMENT

NOTES:
1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-340-1965.
5. PARCEL LIES IN F.I.R.M.: ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR PRESENCE OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

EXHIBIT B
SITE PLAN

SHEET 3 OF 4

DATE

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE NO.

CLERK OF THE CIRCUIT COURT

K:\Land\24967-Reflection Lakes at Naples\dwg\condo docs\building 6.dwg 9/7/2005 7:13:36 AM EDT

OR: 3890 PG: 2240

EXHIBIT A

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

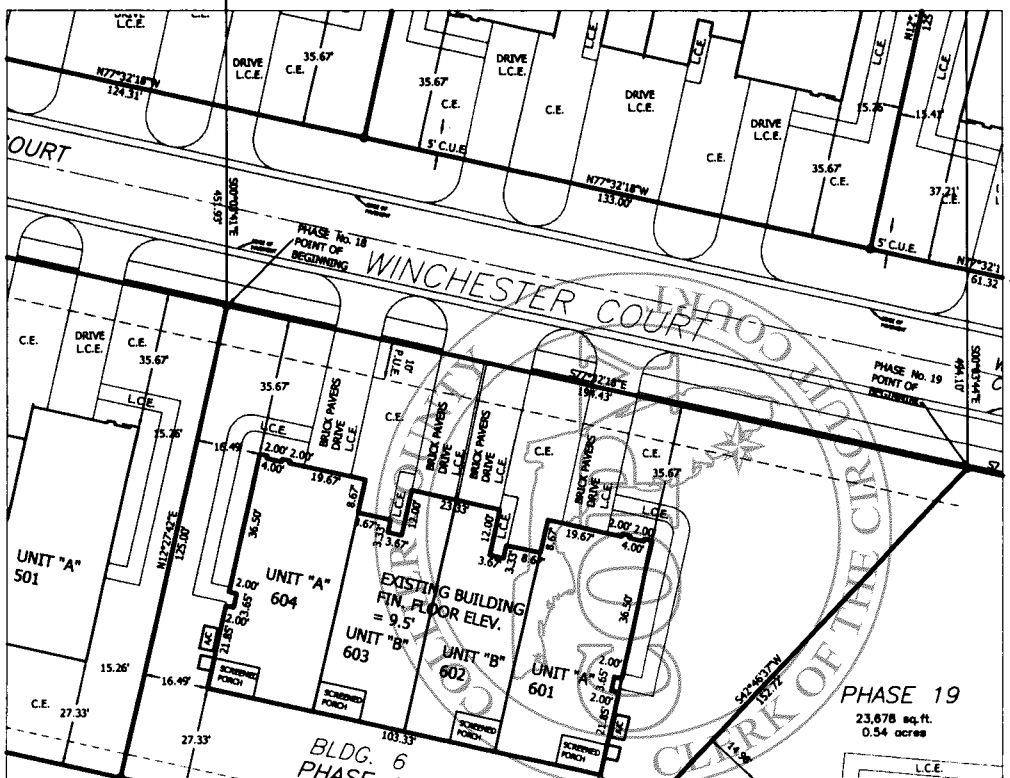
LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE_____

SCALE 1"=20'
REDUCED SCALE



CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CH. BEARING	CHORD
C1	30°18'55"	26.46	50.00	N62°22'51"W	26.15



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 599.62 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'41"E, 451.93 FEET TO THE POINT OF BEGINNING PHASE 18, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S77°32'18"E, 194.43 FEET; THENCE S42°46'37"W, 152.72 FEET TO THE POINT OF CURVATURE OF A 50.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 30°18'55", A CHORD AND CHORD BEARING OF N62°22'51"W, 26.15 FEET, RUN ALONG THE ARC OF SAID CURVE 26.46 FEET TO THE POINT OF TANGENCY; THENCE N77°32'18"W, 92.11 FEET; THENCE RUN N12°27'42"E, 125.00 FEET TO THE POINT OF BEGINNING PHASE No. 18, REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.45 ACRES (19,805 SQ. FT.) MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.A.G.S. BENCH MARK J-249-1985.
5. PARCEL LIES IN F.I.R.M. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

FINAL SURVEY 09-02-05
FOUNDATION LOCATION AND ELEVATION 02-05-05

THIS BOUNDARY SURVEY PREPARED FOR: ENGLE HOMES

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY REPRESENTED HEREON, MADE UNDER MY DIRECTION ON JUNE 14, 2004 IS IN ACCORDANCE WITH MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE # 4650

EXHIBIT B
BOUNDARY SURVEY

SHEET 4 OF 4

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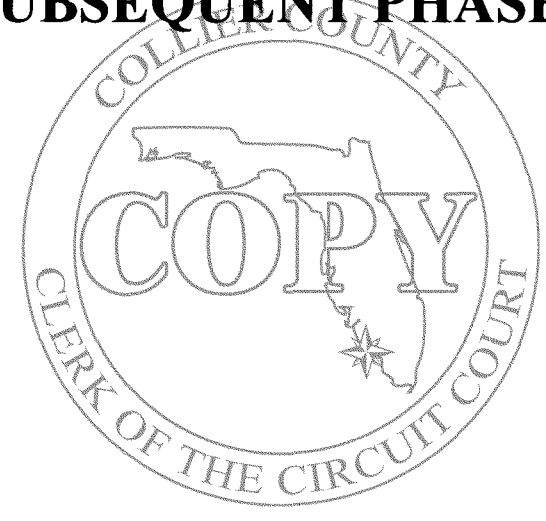
SUBSEQUENT PHASES



OR: 3890 PG: 2242

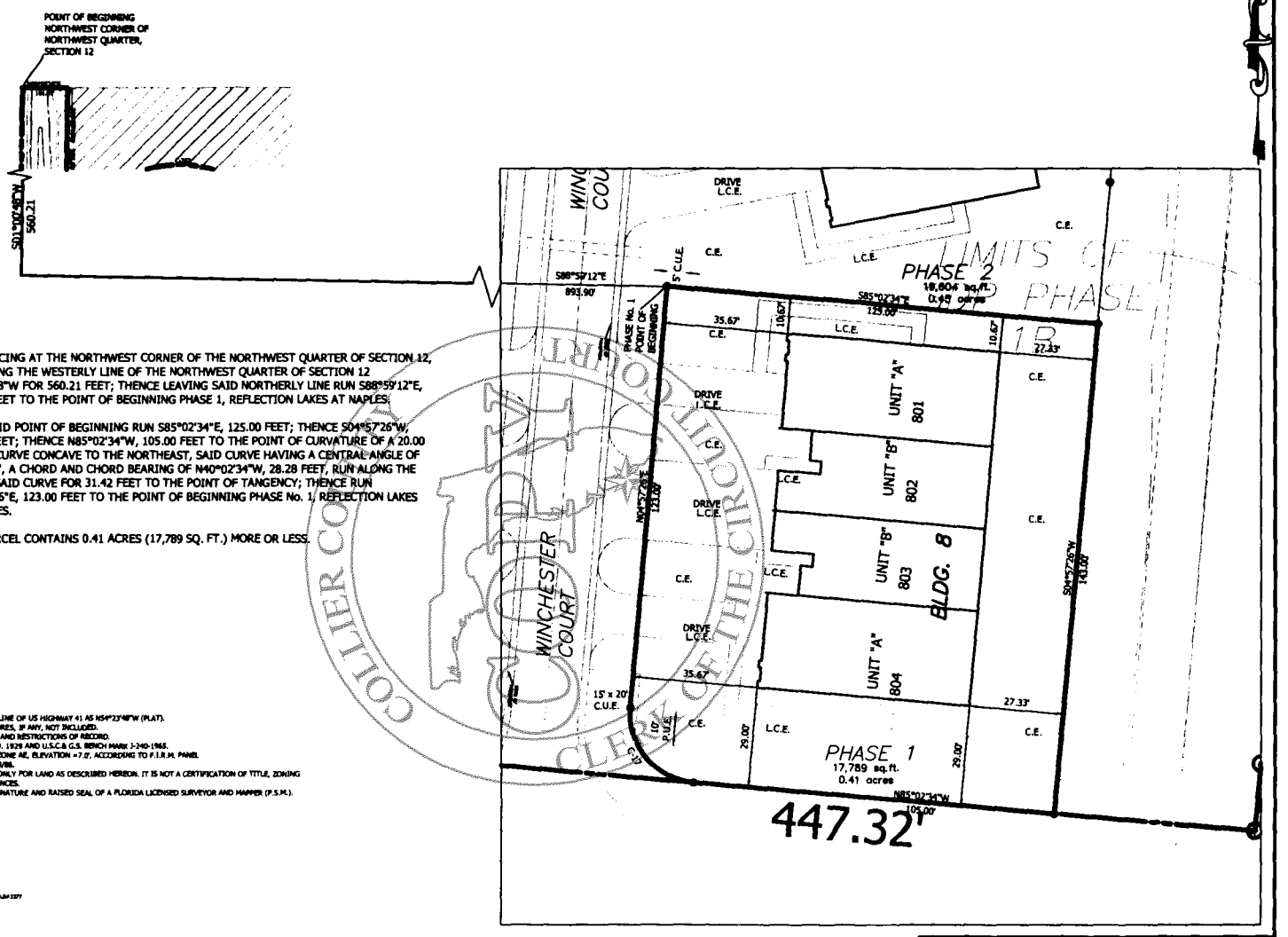
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 S01°00'48"W FOR 560.21 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S88°59'12"E, 893.90 FEET TO THE POINT OF BEGINNING PHASE 1, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S85°02'34"E, 125.00 FEET; THENCE S04°57'26"W, 143.00 FEET; THENCE N85°02'34"W, 105.00 FEET TO THE POINT OF CURVATURE OF A 20.00 RADIUS CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD AND CHORD BEARING OF N40°02'34"W, 28.28 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 31.42 FEET TO THE POINT OF TANGENCY; THENCE RUN N04°57'26"E, 123.00 FEET TO THE POINT OF BEGINNING PHASE No. 1, REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.41 ACRES (17,789 SQ. FT.) MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M.: ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
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7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (F.S.M.).

LEGEND:
- FOUND NAIL AND TAB
- SET NAIL AND TAB LB 3377
- FOUND STEEL PIN
- SET 1/2" IRON PIN AND CAP LB#3377
- POWER POLE
- UNITED TELEPHONE RISER
- 8.0 EXISTING ELEVATION
- C-1 DENOTES CURVE NUMBER
- L-1 DENOTES LINE NUMBER
- (R) DENOTES RADIAL LINE
- D.E. DENOTES DRAINAGE EASEMENT
- P.U.E. DENOTES PUBLIC UTILITY EASEMENT
- C.U.E. DENOTES COUNTY UTILITY EASEMENT
- L.M.E. DENOTES LAKE MAINTENANCE EASEMENT

EXHIBIT B
BOUNDARY SURVEY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

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OR: 3890 PG: 2243

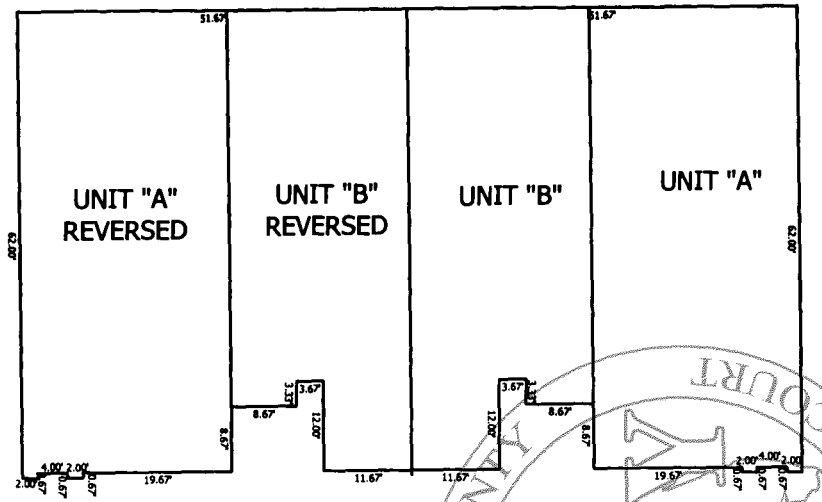
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

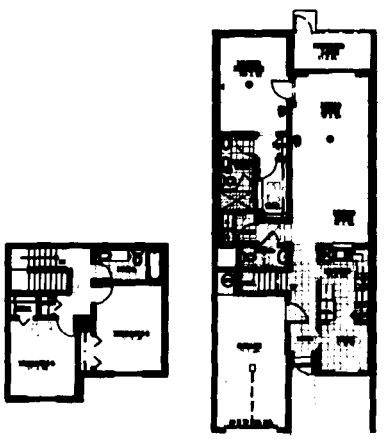
LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

TYPICAL BUILDING
N.T.S.

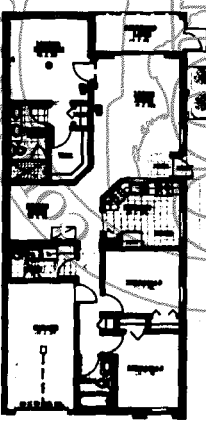






"THE SANIBEL-III"
SECOND FLOOR PLAN

"THE SANIBEL-III"
FIRST FLOOR PLAN



"THE CAPTIVA-III"
FIRST FLOOR PLAN

SANIBEL-III
AREA CALCULATIONS

1ST FLR AREA	1045	S.F.
2ND FLR AREA	462	S.F.
TOTAL AREA	1507	S.F.
1ST FLR. LANAI	74	S.F.
GARAGE	251	S.F.
COV. ENTRY	12	S.F.
TOTAL	1844	S.F.

CAPTIVA-III
AREA CALCULATIONS

1ST FLR AREA	1368	S.F.
1ST FLR. LANAI	92	S.F.
GARAGE	220	S.F.
COV. ENTRY	8	S.F.
TOTAL	1678	S.F.

CIRCUIT COURT
COLLIER COUNTY
CLERK

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

EXHIBIT B
FLOOR PLAN - ELEVATIONS

K:\Land\24967-Reflection Lakes at Naples\dwg\condo docs\Condo- revised 6-15-04.dwg 8/25/2005 11:43:45 AM EDT

OR: 3890 PG: 2244

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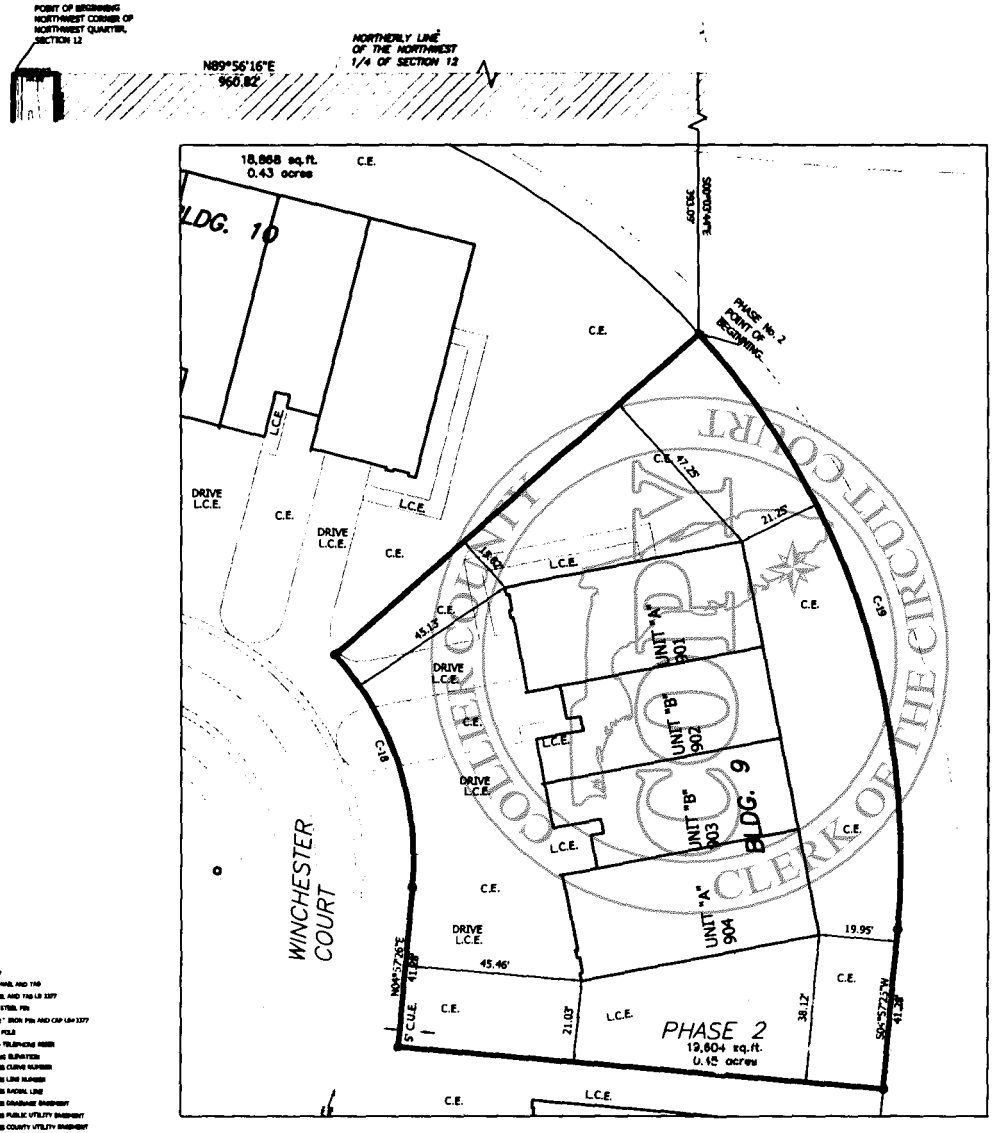
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 960.82 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'44"E, 393.09 FEET TO THE POINT OF BEGINNING PHASE 2, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN ALONG THE ARC OF A 205.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 46°27'40", A CHORD AND CHORD BEARING OF S18°16'24"E, 161.72 FEET RUN ALONG THE ARC OF SAID CURVE FOR 166.23 FEET TO THE POINT OF TANGENCY; THENCE RUN S04°57'26"W, 41.28 FEET; THENCE N85°02'34"W, 125.00 FEET; THENCE N04°57'26"E, 41.28 FEET TO THE POINT OF CURVATURE OF A 80.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 46°27'40", A CHORD AND CHORD BEARING OF N18°16'24"W, 63.11 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 64.87 FEET TO THE POINT OF TANGENCY; THENCE RUN N48°29'46"E, 125.00 FEET TO THE POINT OF BEGINNING PHASE No. 2, REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.45 ACRES (19,604 SQ. FT.), MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
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7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (F.S.M.).

EXHIBIT B
BOUNDARY SURVEY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE NO. [illegible]

OR: 3890 PG: 2245

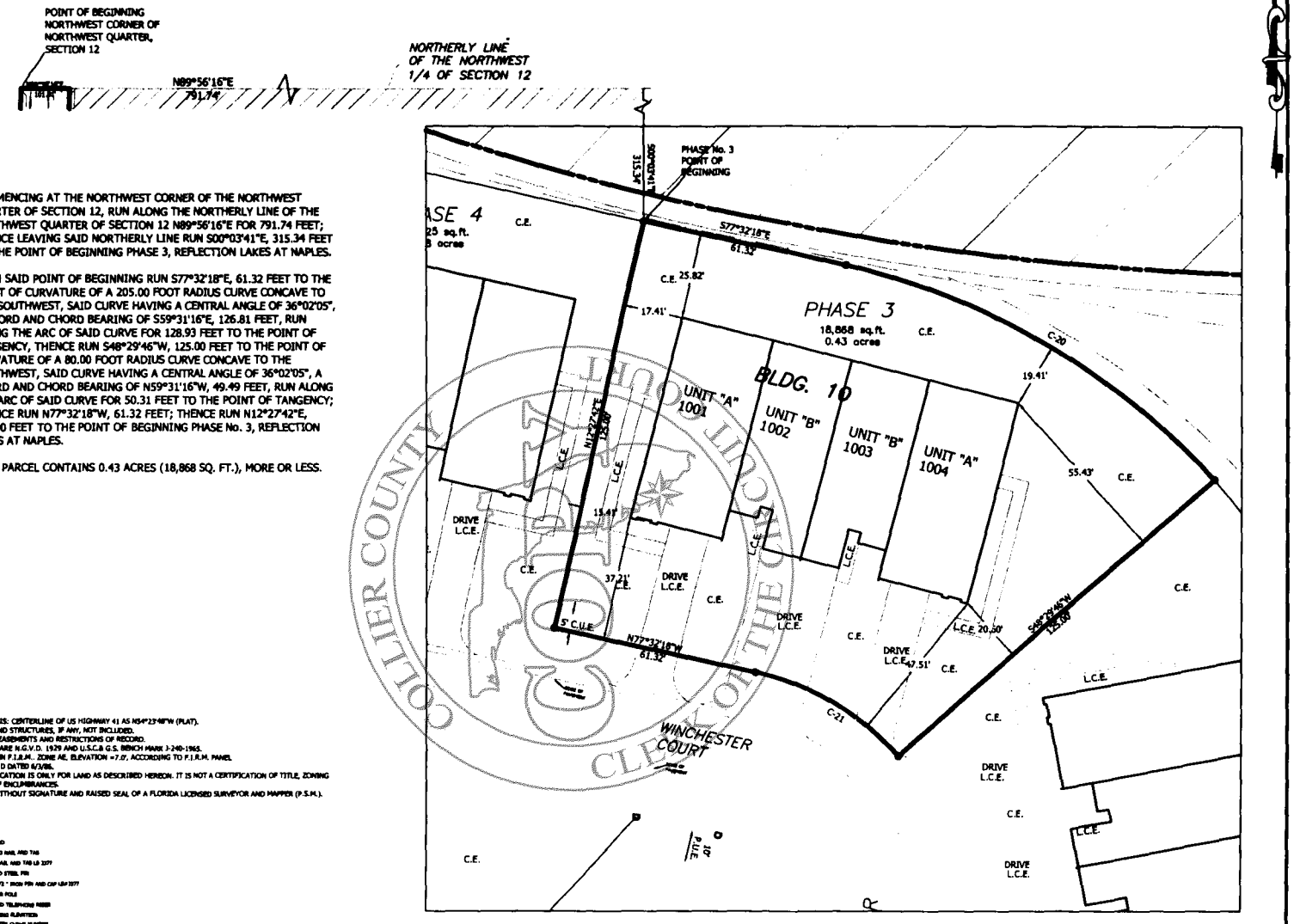
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 791.74 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'41"E, 315.34 FEET TO THE POINT OF BEGINNING PHASE 3, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S77°32'18"E, 61.32 FEET TO THE POINT OF CURVATURE OF A 205.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 36°02'05", A CHORD AND CHORD BEARING OF S59°31'16"E, 126.81 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 128.93 FEET TO THE POINT OF TANGENCY, THENCE RUN S48°29'46"W, 125.00 FEET TO THE POINT OF CURVATURE OF A 80.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 36°02'05", A CHORD AND CHORD BEARING OF N59°31'16"W, 49.49 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 50.31 FEET TO THE POINT OF TANGENCY; THENCE RUN N77°32'18"W, 61.32 FEET; THENCE RUN N12°27'42"E, 125.00 FEET TO THE POINT OF BEGINNING PHASE No. 3, REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.43 ACRES (18,868 SQ. FT.), MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
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7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

LEGEND

- FOUND NAIL AND TAB
- SET NAIL AND TAB LB 2277
- FOUND STEEL PIN
- SET 1/2" IRON PIN AND CAP LB# 2277
- POWER POLE
- UNITED TELEPHONE RISER
- 6.0 EXISTING ELEVATION
- C-1 DENOTES CURVE NUMBER
- L-1 DENOTES LINE NUMBER
- (R) DENOTES RADIAL LINE
- D.E. DENOTES DRAINAGE EASEMENT
- P.U.E. DENOTES PUBLIC UTILITY EASEMENT
- C.U.E. DENOTES COUNTY UTILITY EASEMENT
- L.M.E. DENOTES LAKE MAINTENANCE EASEMENT

EXHIBIT B
BOUNDARY SURVEY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE # 5

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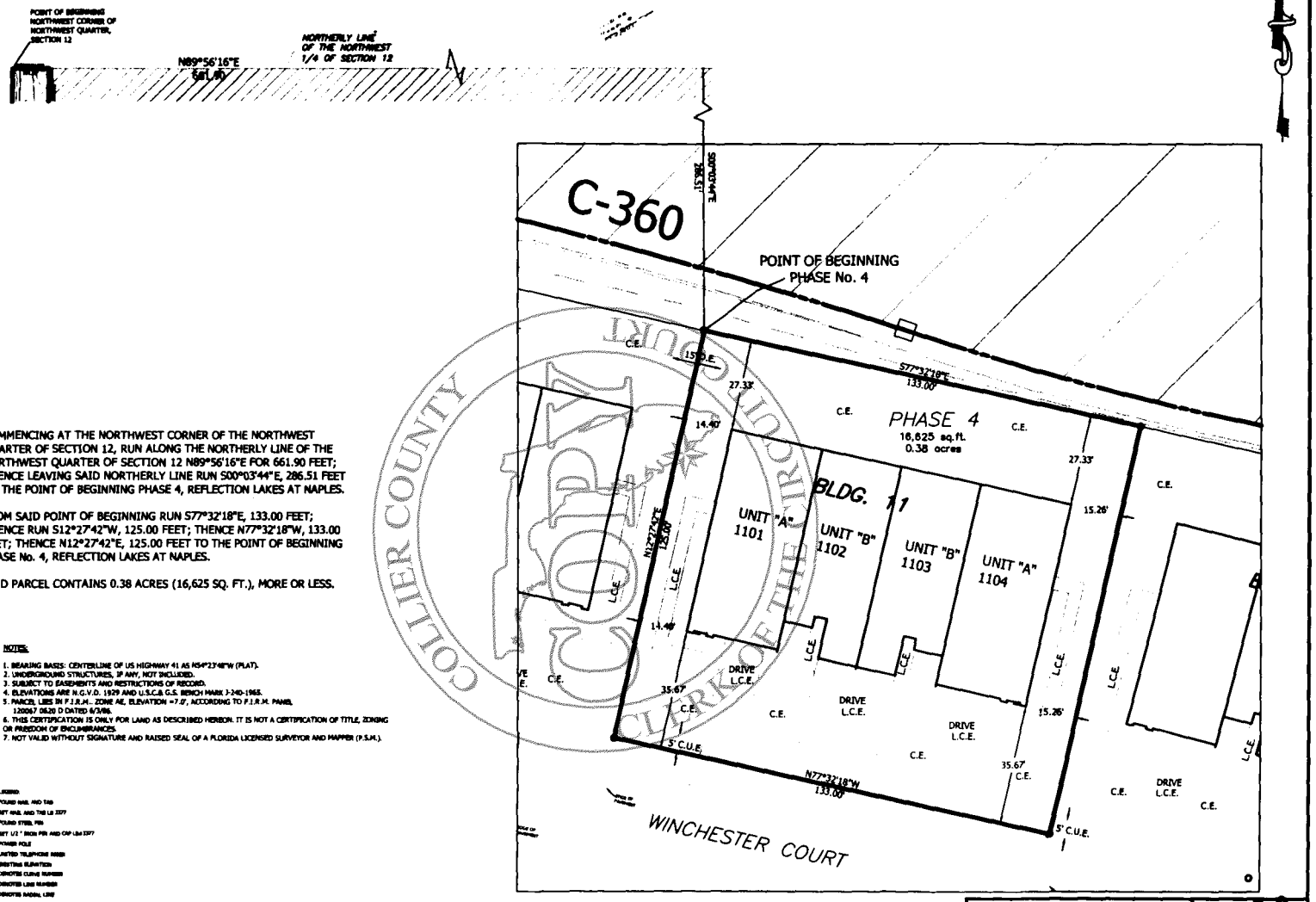
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 661.90 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'44"E, 286.51 FEET TO THE POINT OF BEGINNING PHASE 4, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S77°32'18"E, 133.00 FEET; THENCE RUN S12°27'42"W, 125.00 FEET; THENCE N77°32'18"W, 133.00 FEET; THENCE N12°27'42"E, 125.00 FEET TO THE POINT OF BEGINNING PHASE No. 4, REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.38 ACRES (16,625 SQ. FT.), MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
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5. PARCEL LIES IN F.I.R.M.. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
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LEGEND:
- FOUND NAIL AND TAB
- SET NAIL AND TAB LB 3377
- FOUND STEEL PIN
- SET 1/2" IRON PIN AND CAP LB# 3377
- POWER POLE
- UNITED TELEPHONE RISER
- B.D. EXISTING ELEVATION
- C-1 DENOTES CURVE NUMBER
- L-1 DENOTES LINE NUMBER
- (R) DENOTES RADIAL LINE
- D.E. DENOTES DRAINAGE EASEMENT
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- C.U.E. DENOTES COUNTY UTILITY EASEMENT
- L.M.E. DENOTES LAKE MAINTENANCE EASEMENT

EXHIBIT B
BOUNDARY SURVEY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
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CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE NO. [illegible]

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

K:\Land\24967-Reflection Lakes at Naples\dwg\condo docs\Condo- revised 6-15-04.dwg 8/25/2005 11:43:45 AM EDT

OR: 3890 PG: 2247

K:\Land\24967-Reflection Lakes at Naples\dwg\condo docs\Condo- revised 6-15-04.dwg 8/25/2005 11:43:45 AM EDT

EXHIBIT B

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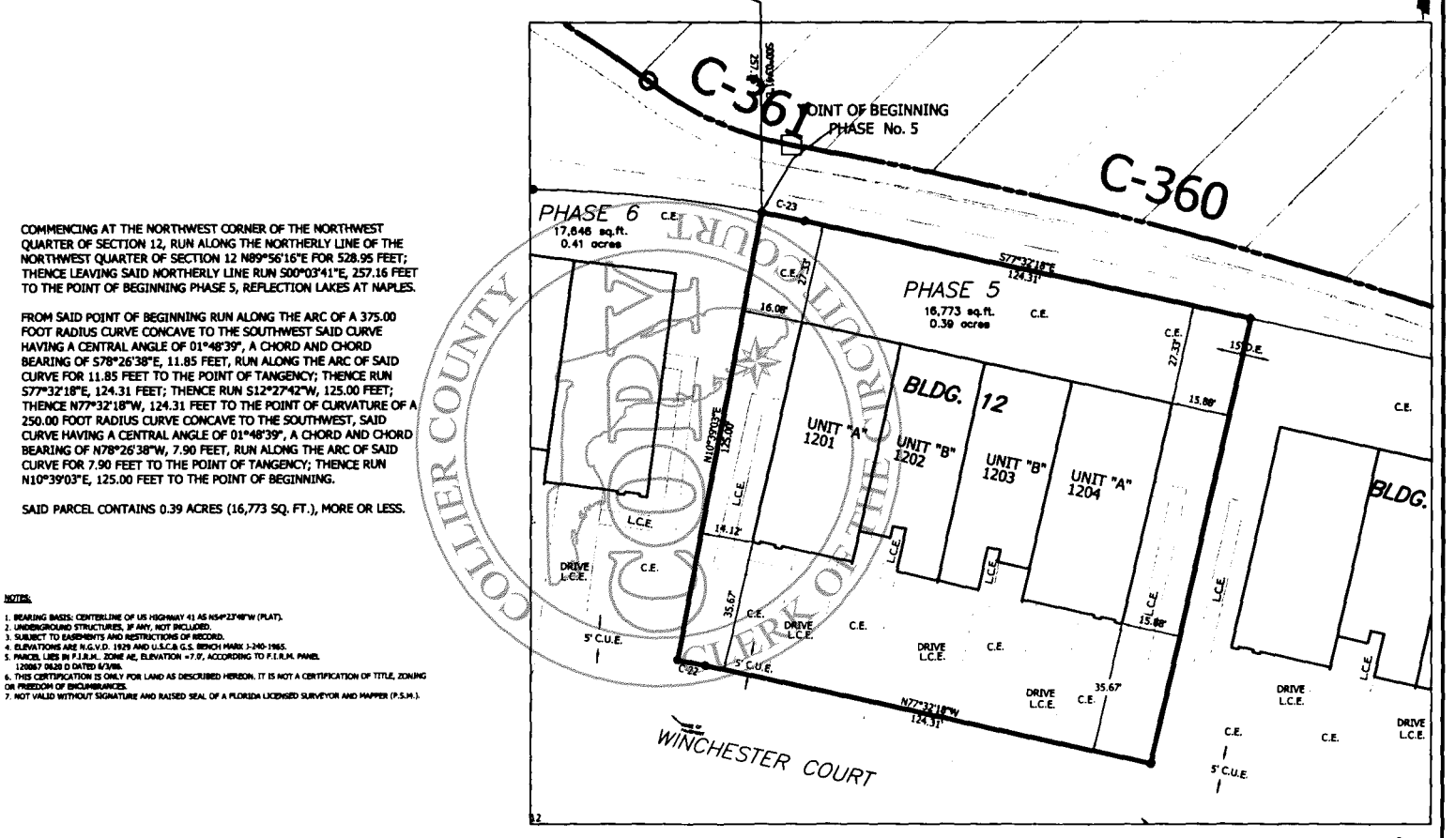
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 528.95 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'41"E, 257.16 FEET TO THE POINT OF BEGINNING PHASE 5, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST SAID CURVE HAVING A CENTRAL ANGLE OF 01°48'39", A CHORD AND CHORD BEARING OF S78°26'38"E, 11.85 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 11.85 FEET TO THE POINT OF TANGENCY; THENCE RUN S77°32'18"E, 124.31 FEET; THENCE RUN S12°27'42"W, 125.00 FEET; THENCE N77°32'18"W, 124.31 FEET TO THE POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 01°48'39", A CHORD AND CHORD BEARING OF N78°26'38"W, 7.90 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 7.90 FEET TO THE POINT OF TANGENCY; THENCE RUN N10°39'03"E, 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.39 ACRES (16,773 SQ. FT.), MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0020 D DATED 6/3/88.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499
DONALD D. STOUTEN, P.S.M.

EXHIBIT B
BOUNDARY SURVEY

OR: 3890 PG: 2248

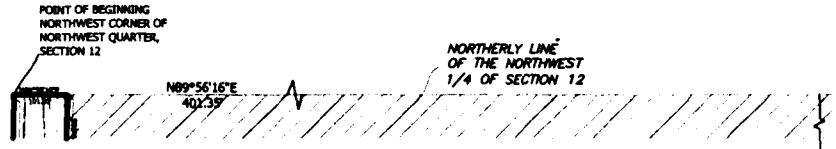
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

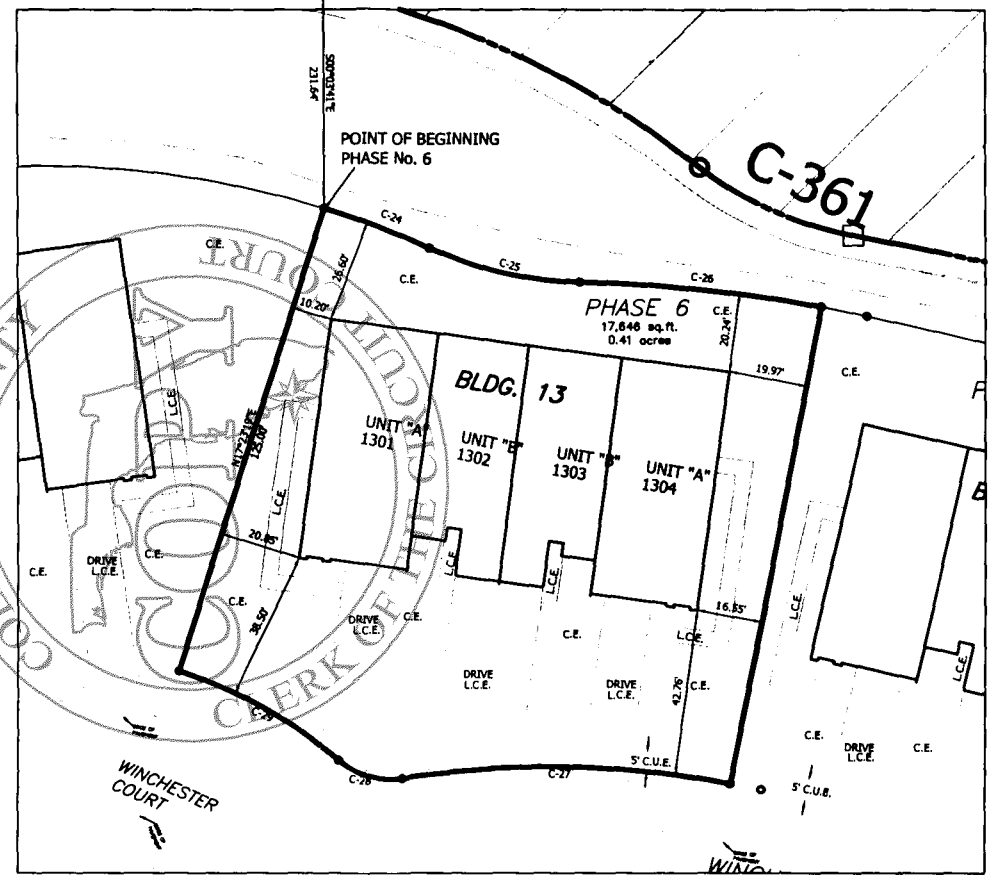
SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 401.35 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'41"E, 231.64 FEET TO THE POINT OF BEGINNING PHASE 6, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN ALONG THE ARC OF A 240.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST SAID CURVE HAVING A CENTRAL ANGLE OF 06°51'16", A CHORD AND CHORD BEARING OF S69°11'03"E, 28.69 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 28.71 FEET TO THE POINT OF REVERSE CURVATRE OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 23°05'23", A CHORD AND CHORD BEARING OF S77°18'06"E, 40.03 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 40.30 FEET TO THE POINT OF REVERSE CURVATURE OF A 375.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A CENTRAL ANGLE OF 09°29'51", A CHORD AND CHORD BEARING OF S84°05'53"E, 62.09 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 62.16 FEET TO THE POINT OF TANGENCY; THENCE RUN S10°39'03"W, 125.00 FEET TO THE POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 19°29'32", A CHORD AND CHORD BEARING OF N89°05'43"W, 84.64 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 85.05 FEET TO THE POINT OF REVERSE CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 49°49'47", A CHORD AND CHORD BEARING OF N73°55'36"W, 16.85 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 17.39 FEET TO THE POINT OF REVERSE CURVATURE OF A 115.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 23°35'58", A CHORD AND CHORD BEARING OF N60°48'41"W, 47.03 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 47.37 FEET TO THE POINT OF TANGENCY; THENCE RUN N17°23'19"E, 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.41 ACRES (17,646 SQ. FT.), MORE OR LESS.



LEGEND
- FOUND NAIL AND TAG
- SET NAIL AND TAG LB 3377
- FOUND STEEL PIN
- SET 1/2" IRON PIN AND CAP LB# 3377
- POWER POLE
- UNITED TELEPHONE RISER
- B.B EXISTING BUMPSTICK
- C-1 DENOTES CURVE NUMBER
- L-1 DENOTES LINE NUMBER
- (R) DENOTES RADIAL LINE
- D.E. DENOTES DRAINAGE EASEMENT
- P.U.E. DENOTES PUBLIC UTILITY EASEMENT
- C.U.E DENOTES COUNTY UTILITY EASEMENT
- L.M.E DENOTES LAKE MAINTENANCE EASEMENT

NOTES:
1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M., ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0520 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (F.S.M.).

EXHIBIT B
BOUNDARY SURVEY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4413 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499
DONALD D. STOUTEN, P.S.M.
CERTIFICATE # 5555

K:\Land\124967-Reflection Lakes at Naples\dwg\condo docs\Condo- revised 6-15-04.dwg 8/25/2005 11:43:45 AM EDT

OR: 3890 PG: 2249

K:\Land\24967-Reflection Lakes at Naples\dwg\condo docs\Condo- revised 6-15-04.dwg 8/25/2005 11:43:45 AM EDT

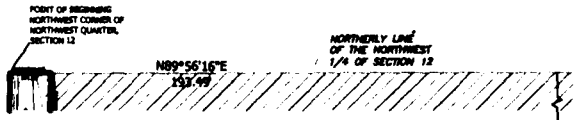
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

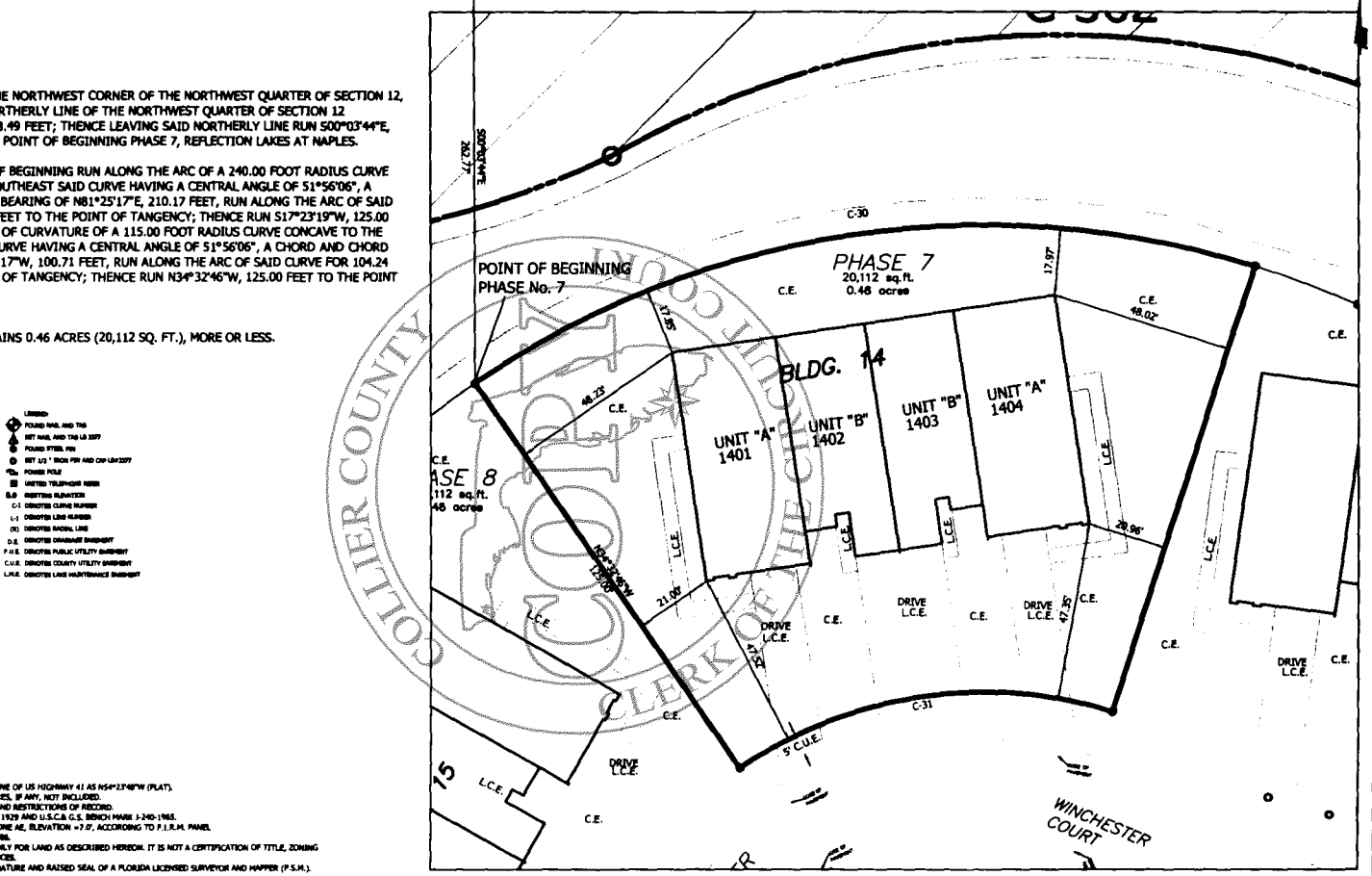
SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 193.49 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'44"E, 262.77 FEET TO THE POINT OF BEGINNING PHASE 7, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN ALONG THE ARC OF A 240.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST SAID CURVE HAVING A CENTRAL ANGLE OF 51°56'06", A CHORD AND CHORD BEARING OF N81°25'17"E, 210.17 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 217.54 FEET TO THE POINT OF TANGENCY; THENCE RUN S17°23'19"W, 125.00 FEET TO THE POINT OF CURVATURE OF A 115.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 51°56'06", A CHORD AND CHORD BEARING OF S81°25'17"W, 100.71 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 104.24 FEET TO THE POINT OF TANGENCY; THENCE RUN N34°32'46"W, 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.46 ACRES (20,112 SQ. FT.), MORE OR LESS.



LEGEND:
- FOUND NAIL AND TAG
- SET NAIL AND TAG LB 3377
- FOUND STEEL PIN
- SET 1/2 " IRON PIN AND CAP LB#3377
- POWER POLE
- UNITED TELEPHONE RISER
- EXISTING ELEVATION
- C-1 DENOTES CURVE NUMBER
- L-1 DENOTES LINE NUMBER
- (R) DENOTES RADIAL LINE
- D.E. DENOTES DRAINAGE EASEMENT
- P.U.E. DENOTES PUBLIC UTILITY EASEMENT
- C.U.E. DENOTES COUNTY UTILITY EASEMENT
- L.M.E. DENOTES LAKE MAINTENANCE EASEMENT

NOTES:
1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK 1-240-1955.
5. PARCEL LIES IN F.I.R.M. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 4/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (F.S.H.).

COLLIER COUNTY FLORIDA
CLERK OF THE CIRCUIT COURT

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE NO. [illegible]

EXHIBIT B
BOUNDARY SURVEY

OR: 3890 PG: 2250

K:\Land\24967-Reflection Lakes at Naples\dwg\condo docs\Condo- revised 6-15-04.dwg 8/25/2005 11:43:45 AM EDT

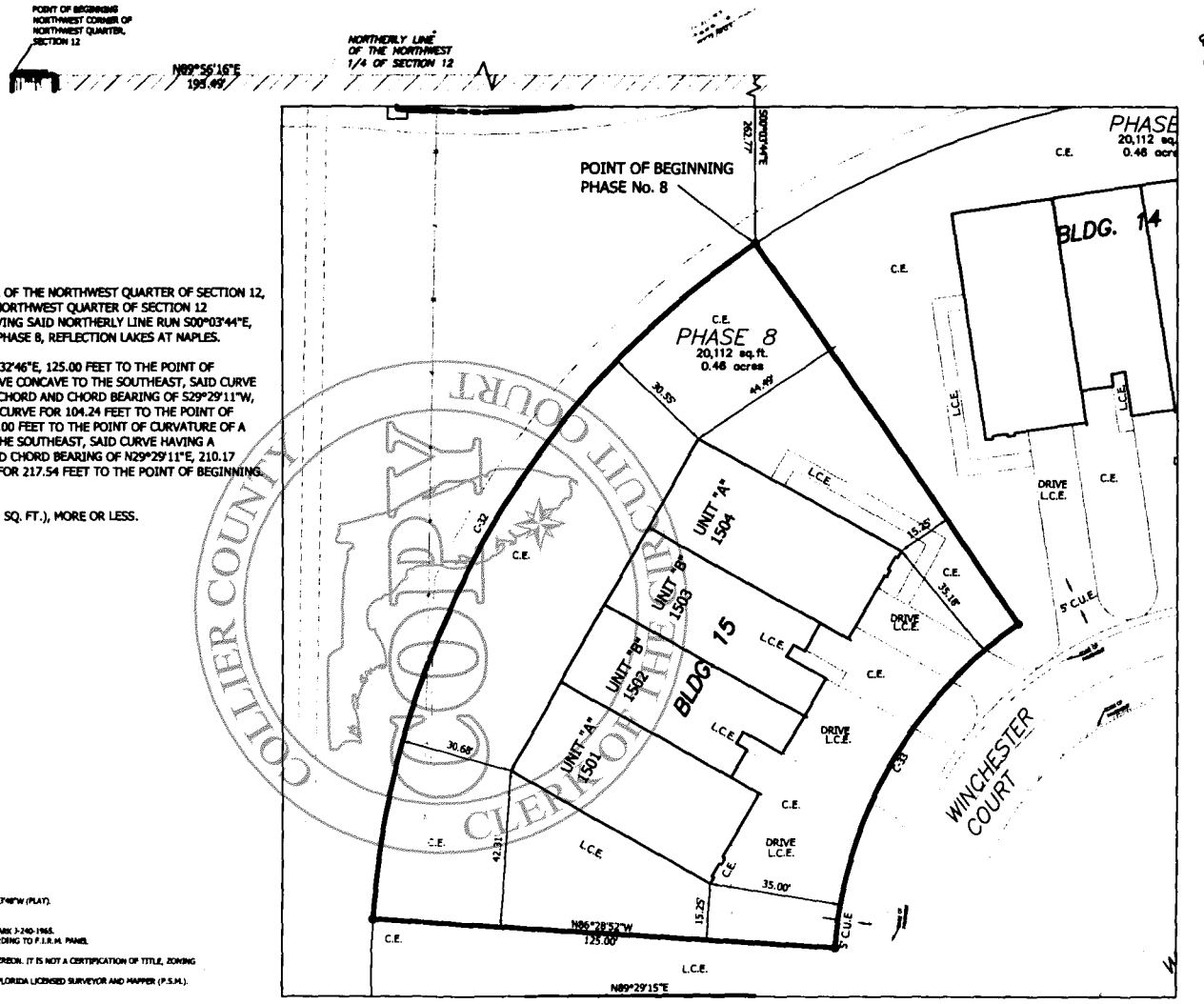
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 193.49 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'44"E, 262.77 FEET TO THE POINT OF BEGINNING PHASE 8, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S34°32'46"E, 125.00 FEET TO THE POINT OF CURVATURE OF A 115.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 51°56'06", A CHORD AND CHORD BEARING OF S29°29'11"W, 100.71 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 104.24 FEET TO THE POINT OF TANGENCY; THENCE RUN N86°28'52"W, 125.00 FEET TO THE POINT OF CURVATURE OF A 240.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 51°56'06", A CHORD AND CHORD BEARING OF N29°29'11"E, 210.17 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 217.54 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.46 ACRES (20,112 SQ. FT.), MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°27'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M.: ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 9/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR PRESENCE OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

COLLIER COUNTY CIRCUIT COURT CLERK OF COURTS

EXHIBIT B
BOUNDARY SURVEY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499
DONALD D. STOUTEN, P.S.M.

OR: 3890 PG: 2251

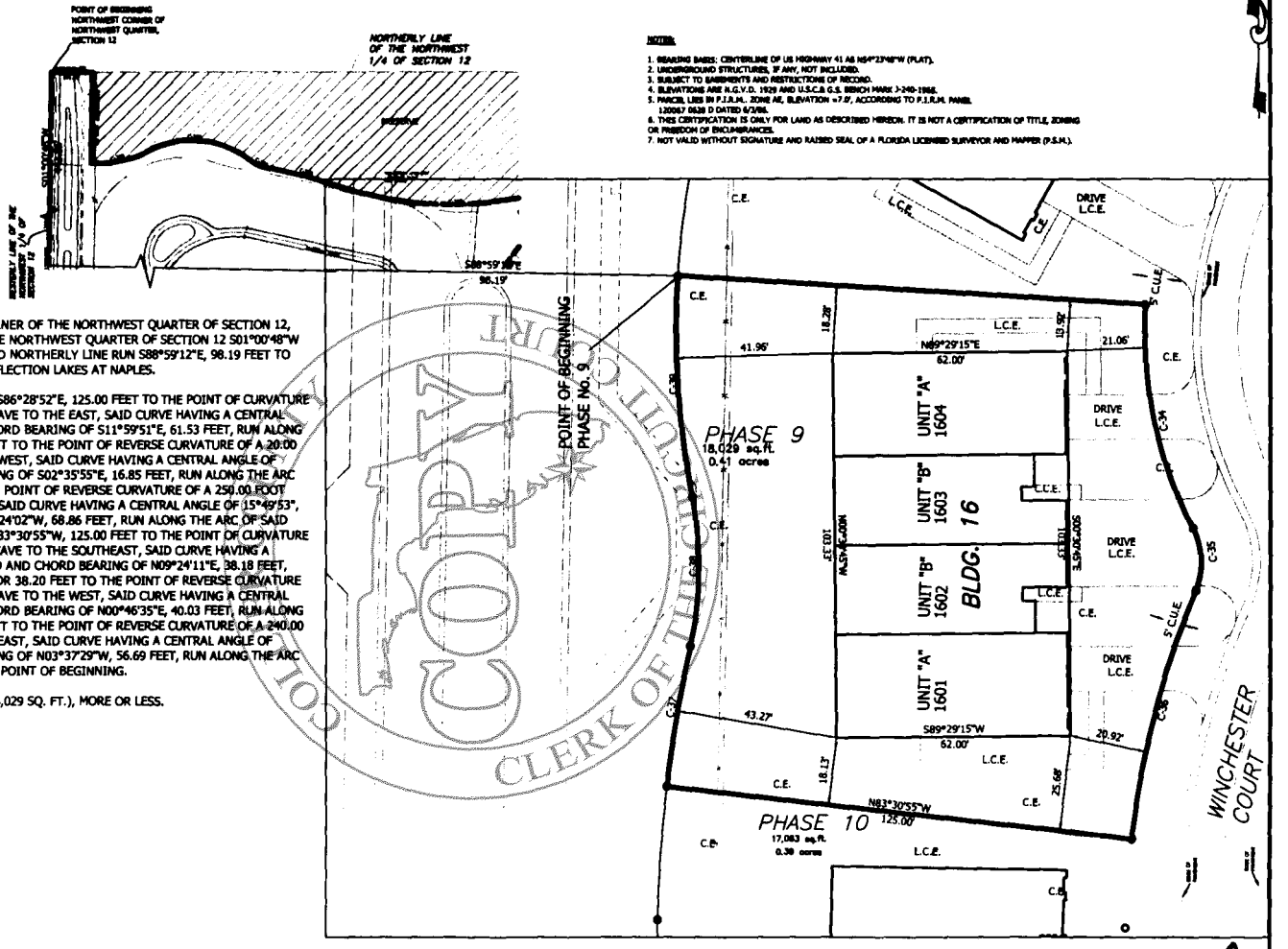
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N5°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1966.
5. PARCEL LIES IN F.I.R.M., ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0520 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (F.S.H.).

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 S01°00'48"W FOR 443.85 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S88°59'12"E, 98.19 FEET TO THE POINT OF BEGINNING PHASE 9, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S86°28'52"E, 125.00 FEET TO THE POINT OF CURVATURE OF A 115.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 31°01'57", A CHORD AND CHORD BEARING OF S11°59'51"E, 61.53 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 62.29 FEET TO THE POINT OF REVERSE CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A CENTRAL ANGLE OF 49°49'47", A CHORD AND CHORD BEARING OF S02°35'55"E, 16.85 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 17.39 FEET TO THE POINT OF REVERSE CURVATURE OF A 250.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 15°49'53", A CHORD AND CHORD BEARING OF S14°24'02"W, 68.86 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 69.08 FEET; THENCE RUN N83°30'55"W, 125.00 FEET TO THE POINT OF CURVATURE OF A 375.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 05°50'12", A CHORD AND CHORD BEARING OF N09°24'11"E, 38.18 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 38.20 FEET TO THE POINT OF REVERSE CURVATURE OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A CENTRAL ANGLE OF 23°05'23", A CHORD AND CHORD BEARING OF N00°46'35"E, 40.03 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 40.30 FEET TO THE POINT OF REVERSE CURVATURE OF A 240.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 14°17'14", A CHORD AND CHORD BEARING OF N03°37'29"W, 56.69 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 59.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.41 ACRES (18,029 SQ. FT.), MORE OR LESS.

COURT CLERK OF THE CIRCUIT COPY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

EXHIBIT B
BOUNDARY SURVEY

K:\Land\24967-Reflection Lakes at Naples\dwg\condo docs\Condo- revised 6-15-04.dwg 8/25/2005 11:43:45 AM EDT

OR: 3890 PG: 2252

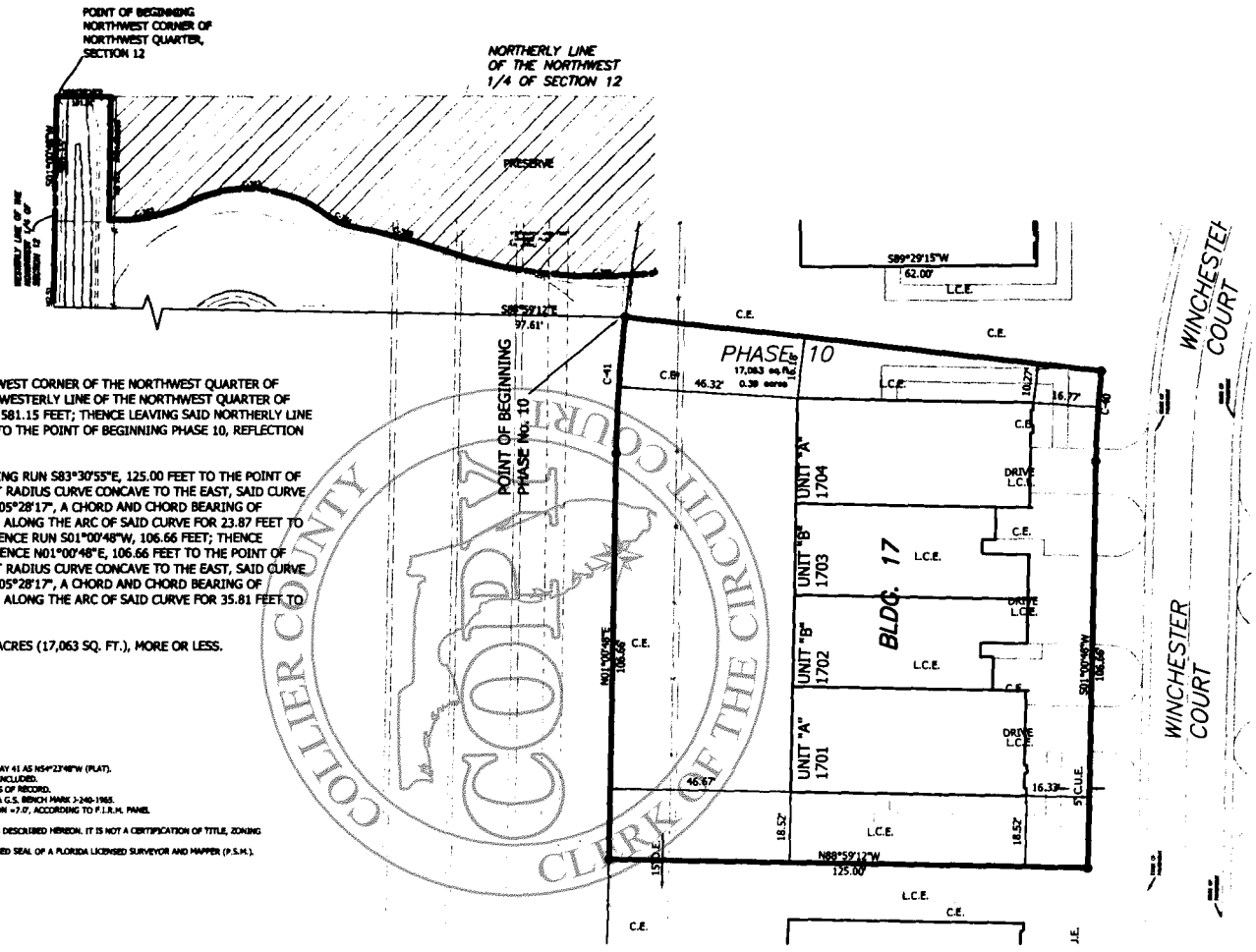
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 S01°00'48"W FOR 581.15 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S88°59'12"E, 97.61 FEET TO THE POINT OF BEGINNING PHASE 10, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S83°30'55"E, 125.00 FEET TO THE POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 05°28'17", A CHORD AND CHORD BEARING OF S03°44'56"W, 23.86 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 23.87 FEET TO THE POINT OF TANGENCY; THENCE RUN S01°00'48"W, 106.66 FEET; THENCE N88°59'12"W, 125.00 FEET; THENCE N01°00'48"E, 106.66 FEET TO THE POINT OF CURVATURE OF A 375.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 05°28'17", A CHORD AND CHORD BEARING OF S03°44'56"W, 35.80 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 35.81 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.39 ACRES (17,063 SQ. FT.), MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1968.
5. PARCEL LIES IN F.I.R.M., ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

EXHIBIT B
BOUNDARY SURVEY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
6423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD E. STOUTEN, P.S.M.
CERTIFICATE NO.

K:\Land\24967-Reflection Lakes at Naples\dwg\condo docs\Condo- revised 6-15-04.dwg 8/25/2005 11:43:45 AM EDT

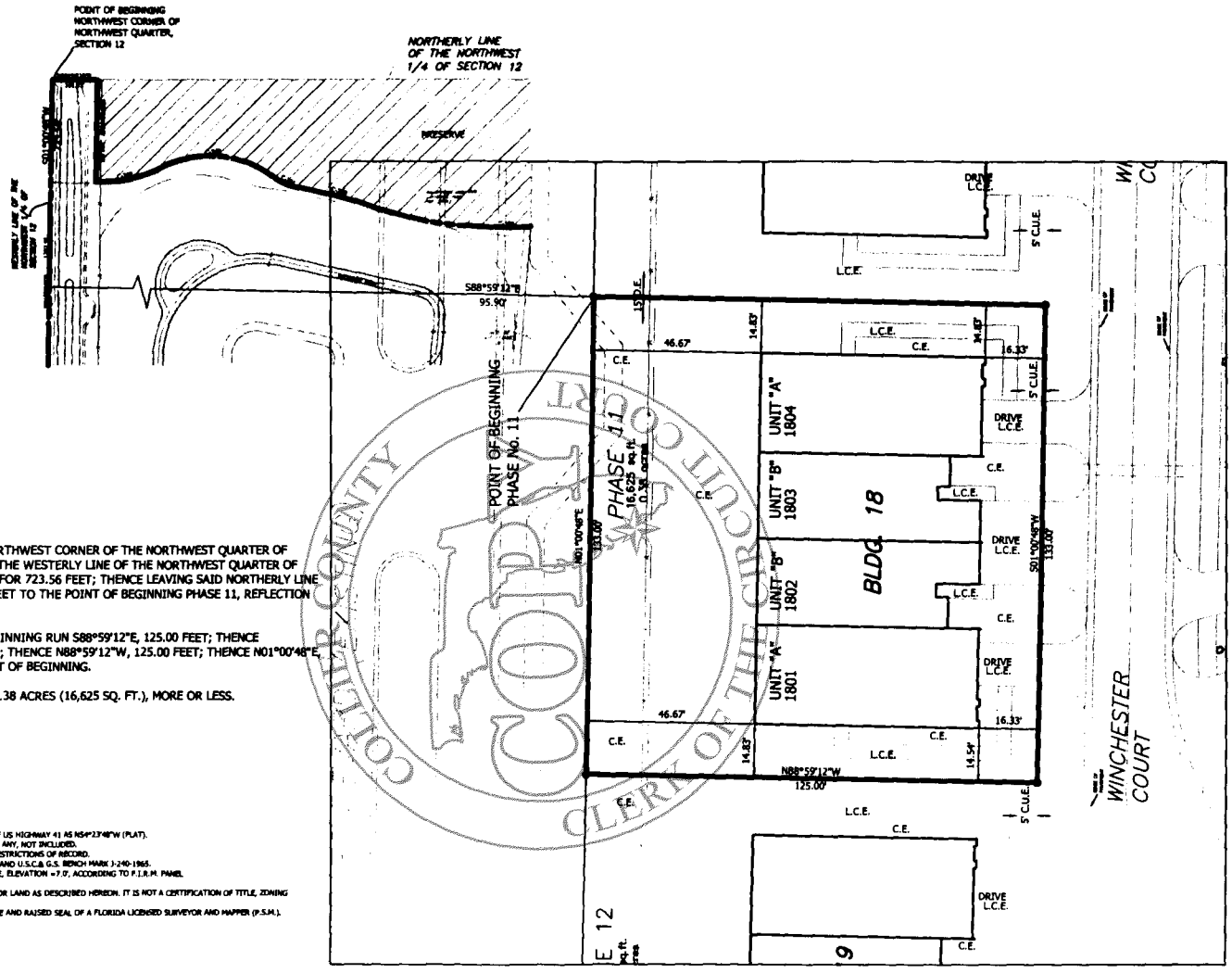
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 S01°00'48"W FOR 723.56 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S88°59'12"E, 95.90 FEET TO THE POINT OF BEGINNING PHASE 11, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S88°59'12"E, 125.00 FEET; THENCE S01°00'48"W, 133.00 FEET; THENCE N88°59'12"W, 125.00 FEET; THENCE N01°00'48"E, 133.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.38 ACRES (16,625 SQ. FT.), MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
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3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M., ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

EXHIBIT B
BOUNDARY SURVEY

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

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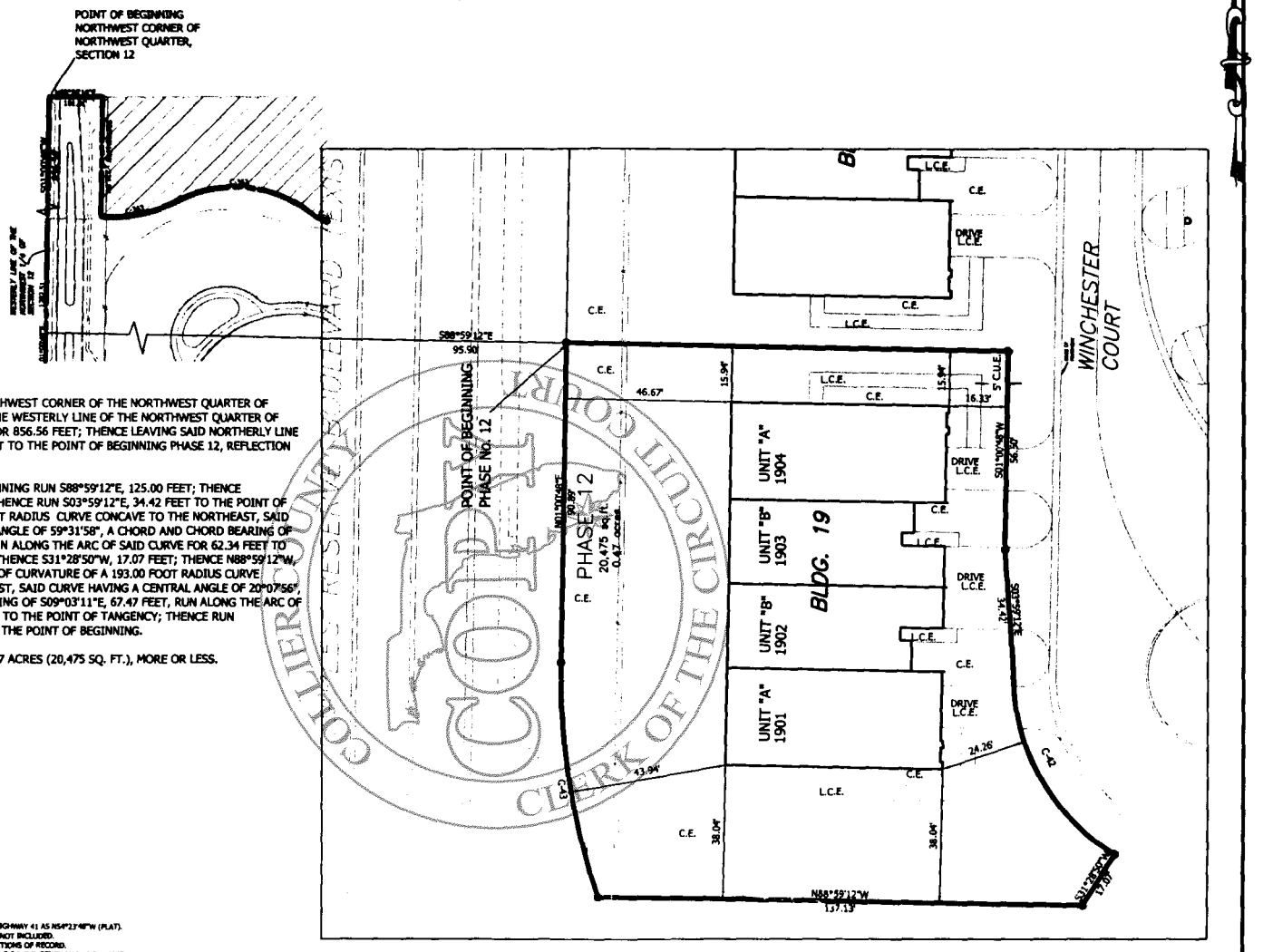
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 S01°00'48"W FOR 856.56 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S88°59'12"E, 95.90 FEET TO THE POINT OF BEGINNING PHASE 12, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S88°59'12"E, 125.00 FEET; THENCE S01°00'48"W, 56.60 FEET; THENCE RUN S03°59'12"E, 34.42 FEET TO THE POINT OF CURVATURE OF A 60.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 59°31'58", A CHORD AND CHORD BEARING OF S28°45'11"E, 59.58 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 62.34 FEET TO THE POINT OF TANGENCY; THENCE S31°28'50"W, 17.07 FEET; THENCE N88°59'12"W, 137.13 FEET TO THE POINT OF CURVATURE OF A 193.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 20°07'56", A CHORD AND CHORD BEARING OF S09°03'11"E, 67.47 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 67.82 FEET TO THE POINT OF TANGENCY; THENCE RUN N01°00'48"E, 90.89 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.47 ACRES (20,475 SQ. FT.), MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M.. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
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EXHIBIT B
BOUNDARY SURVEY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN, P.L.M.
CERTIFICATE

COLLIER COUNTY BOULEVARD
CLERK OF THE CIRCUIT COURT
COPY

K:\Land\24967-Reflection Lakes at Naples\dwg\condo docs\Condo- revised 6-15-04.dwg 8/25/2005 11:43:45 AM EDT

OR: 3890 PG: 2255

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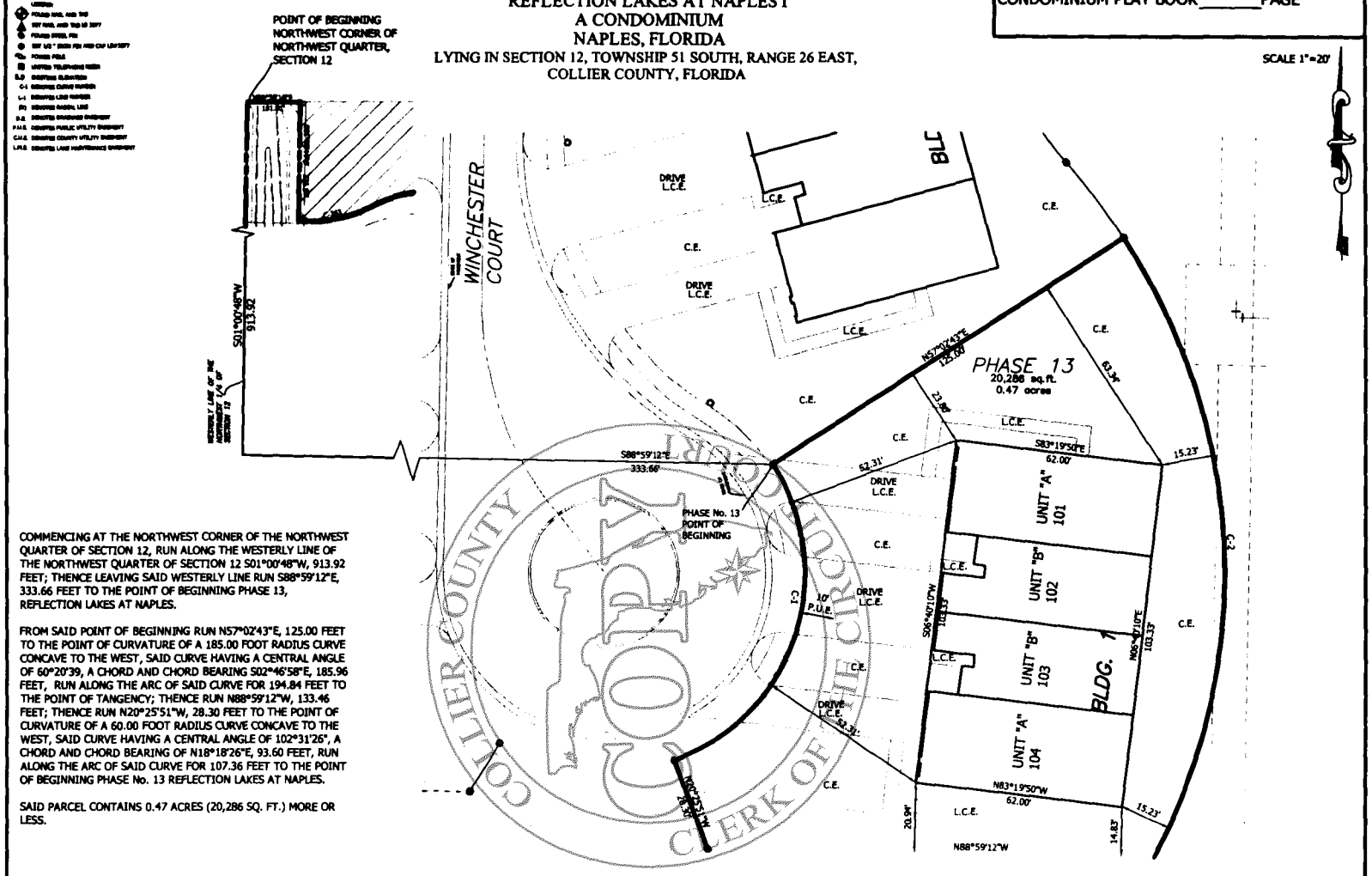
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 S01°00'48"W, 913.92 FEET; THENCE LEAVING SAID WESTERLY LINE RUN S88°59'12"E, 333.66 FEET TO THE POINT OF BEGINNING PHASE 13, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN N57°02'43"E, 125.00 FEET TO THE POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A CENTRAL ANGLE OF 60°20'39, A CHORD AND CHORD BEARING S02°46'58"E, 185.96 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 194.84 FEET TO THE POINT OF TANGENCY; THENCE RUN N88°59'12"W, 133.46 FEET; THENCE RUN N20°25'51"W, 28.30 FEET TO THE POINT OF CURVATURE OF A 60.00 FOOT RADIUS CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A CENTRAL ANGLE OF 102°31'26", A CHORD AND CHORD BEARING OF N18°18'26"E, 93.60 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 107.36 FEET TO THE POINT OF BEGINNING PHASE No. 13 REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.47 ACRES (20,286 SQ. FT.) MORE OR LESS.

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD	TANGENT
C-1	102°31'26"	107.36	60.00	N18°18'26"E	93.60	74.79
C-2	60°20'39"	194.84	185.00	S02°46'58"E	185.96	107.55

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M.. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
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4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7400
DONALD D. STOUTEN, P.S.M.
CERTIFICATE # [illegible]

OR: 3890 PG: 2256

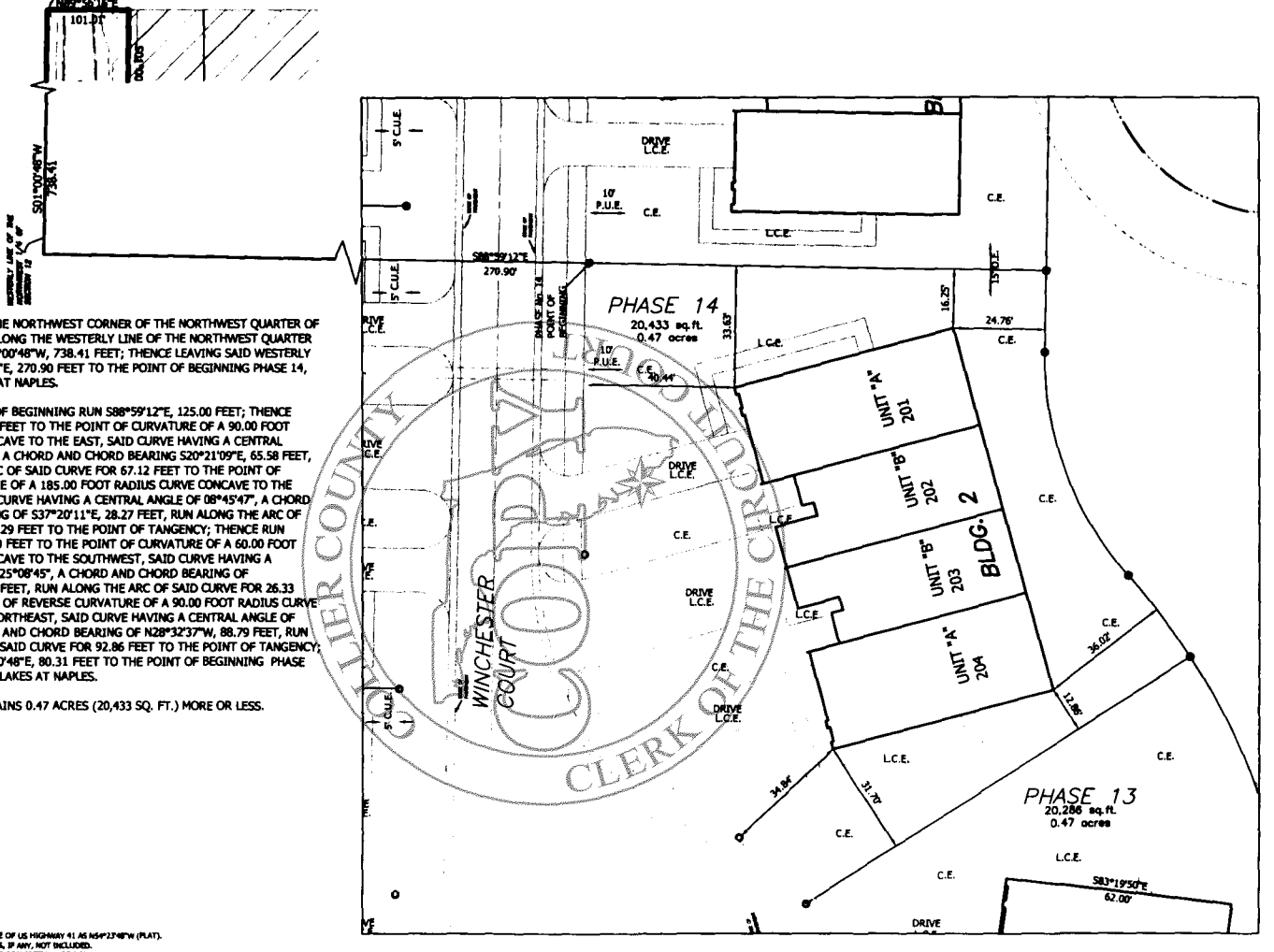
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

POINT OF BEGINNING
NORTHWEST CORNER OF
NORTHWEST QUARTER,
SECTION 12



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 S01°00'48"W, 738.41 FEET; THENCE LEAVING SAID WESTERLY LINE RUN S88°59'12"E, 270.90 FEET TO THE POINT OF BEGINNING PHASE 14, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S88°59'12"E, 125.00 FEET; THENCE S01°00'48"W, 22.43 FEET TO THE POINT OF CURVATURE OF A 90.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 42°43'52, A CHORD AND CHORD BEARING S20°21'09"E, 65.58 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 67.12 FEET TO THE POINT OF REVERSE CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 08°45'47", A CHORD AND CHORD BEARING OF S37°20'11"E, 28.27 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 28.29 FEET TO THE POINT OF TANGENCY; THENCE RUN S57°02'43"W, 125.00 FEET TO THE POINT OF CURVATURE OF A 60.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 25°08'45", A CHORD AND CHORD BEARING OF N45°31'40"W, 26.12 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 26.33 FEET TO THE POINT OF REVERSE CURVATURE OF A 90.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 59°06'50", A CHORD AND CHORD BEARING OF N28°32'37"W, 88.79 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 92.86 FEET TO THE POINT OF TANGENCY; THENCE RUN N01°00'48"E, 80.31 FEET TO THE POINT OF BEGINNING PHASE No. 14 REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.47 ACRES (20,433 SQ. FT.) MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1968.
5. PARCEL LIES IN F.I.R.M. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0630 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

EXHIBIT B
BOUNDARY SURVEY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

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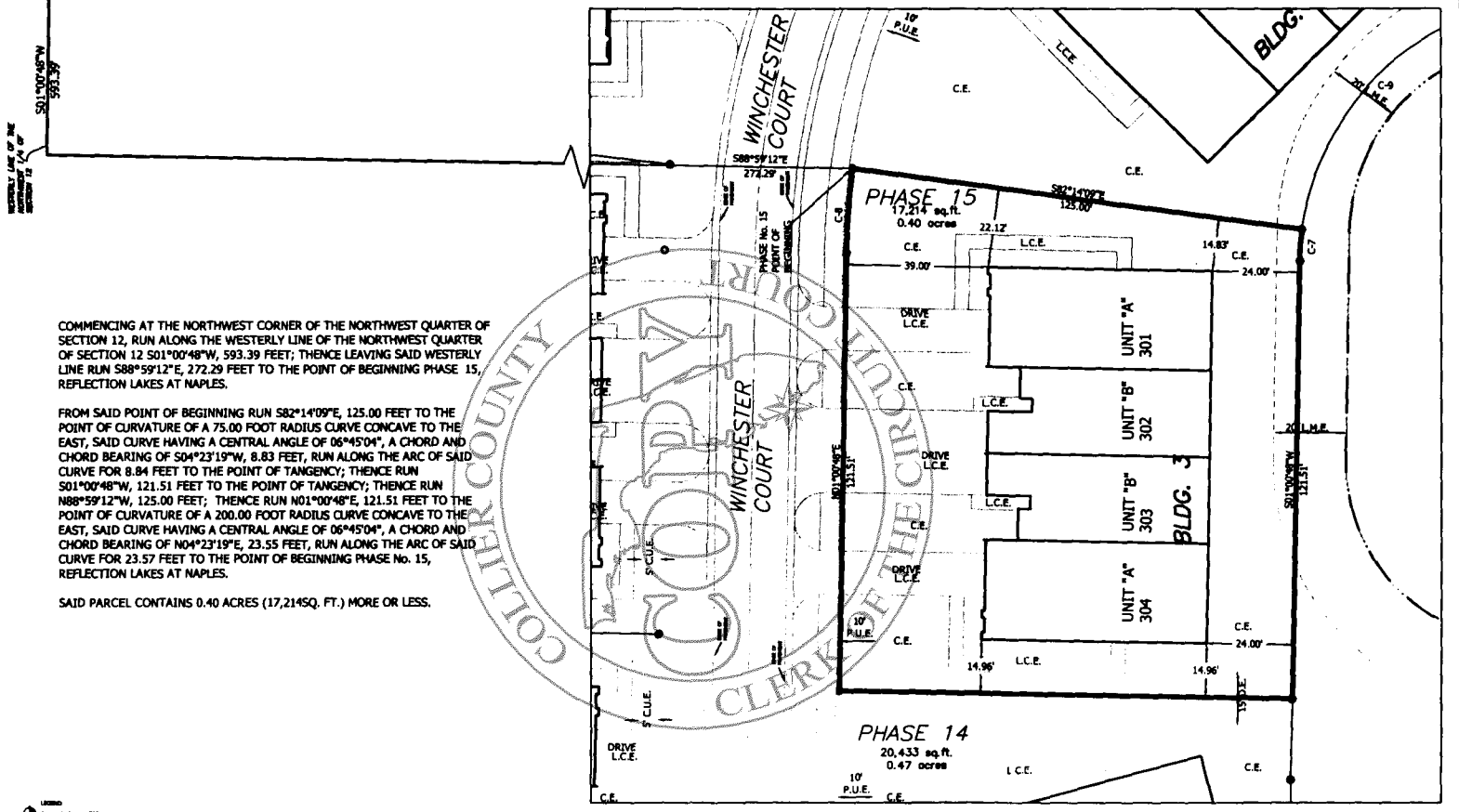
EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 S01°00'48"W, 593.39 FEET; THENCE LEAVING SAID WESTERLY LINE RUN S88°59'12"E, 272.29 FEET TO THE POINT OF BEGINNING PHASE 15, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S82°14'09"E, 125.00 FEET TO THE POINT OF CURVATURE OF A 75.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 06°45'04", A CHORD AND CHORD BEARING OF S04°23'19"W, 8.83 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 8.84 FEET TO THE POINT OF TANGENCY; THENCE RUN S01°00'48"W, 121.51 FEET TO THE POINT OF TANGENCY; THENCE RUN N88°59'12"W, 125.00 FEET; THENCE RUN N01°00'48"E, 121.51 FEET TO THE POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A CENTRAL ANGLE OF 06°45'04", A CHORD AND CHORD BEARING OF N04°23'19"E, 23.55 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 23.57 FEET TO THE POINT OF BEGINNING PHASE No. 15, REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.40 ACRES (17,214SQ. FT.) MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
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4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK)-240-1965.
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EXHIBIT B
BOUNDARY SURVEY

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4433 S.E. 16th PLACE, NO.10
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT

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EXHIBIT B

REFLECTION LAKES AT NAPLES I
A CONDOMINIUM
NAPLES, FLORIDA

LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK_____PAGE

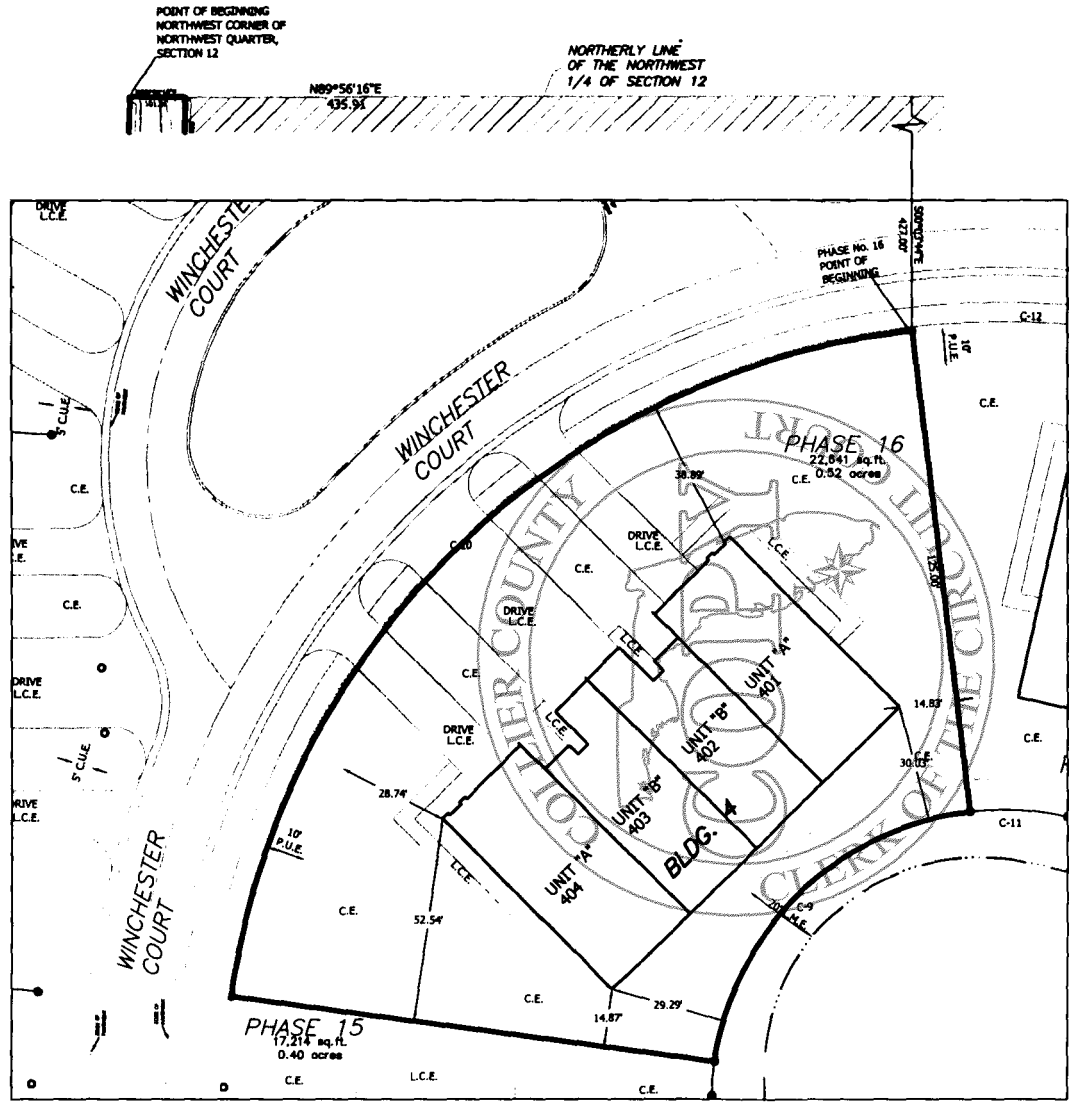

EXHIBIT B
BOUNDARY SURVEY

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 435.91 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'44"E, 427.00 FEET TO THE POINT OF BEGINNING PHASE 16, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S06°45'39"E, 125.00 FEET TO THE POINT OF CURVATURE OF A 75.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 75°28'30", A CHORD AND CHORD BEARING OF S45°30'06"W, 91.81 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 98.80 FEET TO THE POINT OF TANGENCY; THENCE RUN N82°14'09"W, 125.00 FEET TO THE POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 75°28'30", A CHORD AND CHORD BEARING OF N45°30'06"E, 244.82 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 263.46 FEET TO THE POINT OF BEGINNING PHASE No. 16, REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.52 ACRES (22,641 SQ. FT.) MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1985.
5. PARCEL LIES IN F.I.R.M., ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
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7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
6433 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE NO. [illegible]

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OR: 3890 PG: 2259

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EXHIBIT B

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NAPLES, FLORIDA

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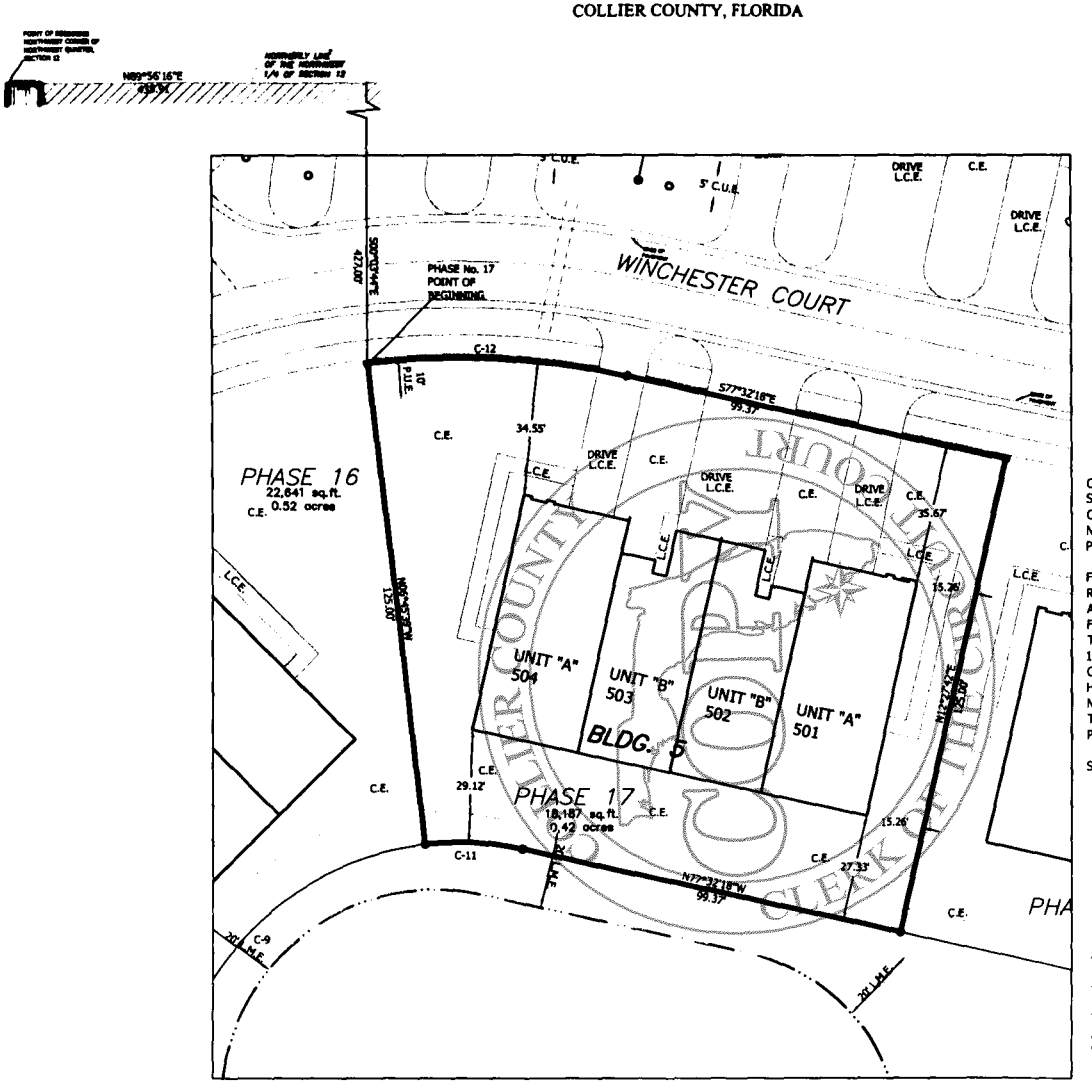
CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 435.91 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'44"E, 427.00 FEET TO THE POINT OF BEGINNING PHASE 17, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A CENTRAL ANGLE OF 19°13'20", A CHORD AND CHORD BEARING OF S87°08'59"E, 66.78 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 67.10 FEET TO THE POINT OF TANGENCY; THENCE RUN S77°32'18"E, 99.37 FEET; THENCE S12°27'42"W, 125.00 FEET; THENCE N77°32'18"W, 99.37 FEET TO THE POINT OF CURVATURE OF A 75.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A CENTRAL ANGLE OF 19°13'20", A CHORD AND CHORD BEARING OF N87°08'59"W, 25.04, RUN ALONG THE ARC OF SAID CURVE FOR 25.16 FEET TO THE POINT OF TANGENCY; THENCE RUN N06°45'39"W, 125.00 FEET TO THE POINT OF BEGINNING PHASE No. 17, REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.42 ACRES (18,187 SQ. FT.) MORE OR LESS.

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N54°23'48"W (PLAT).
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DONALD D. STOUTEN, P.S.M.
CERTIFICATE #

EXHIBIT B
BOUNDARY SURVEY

OR: 3890 PG: 2260

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EXHIBIT B

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CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20'

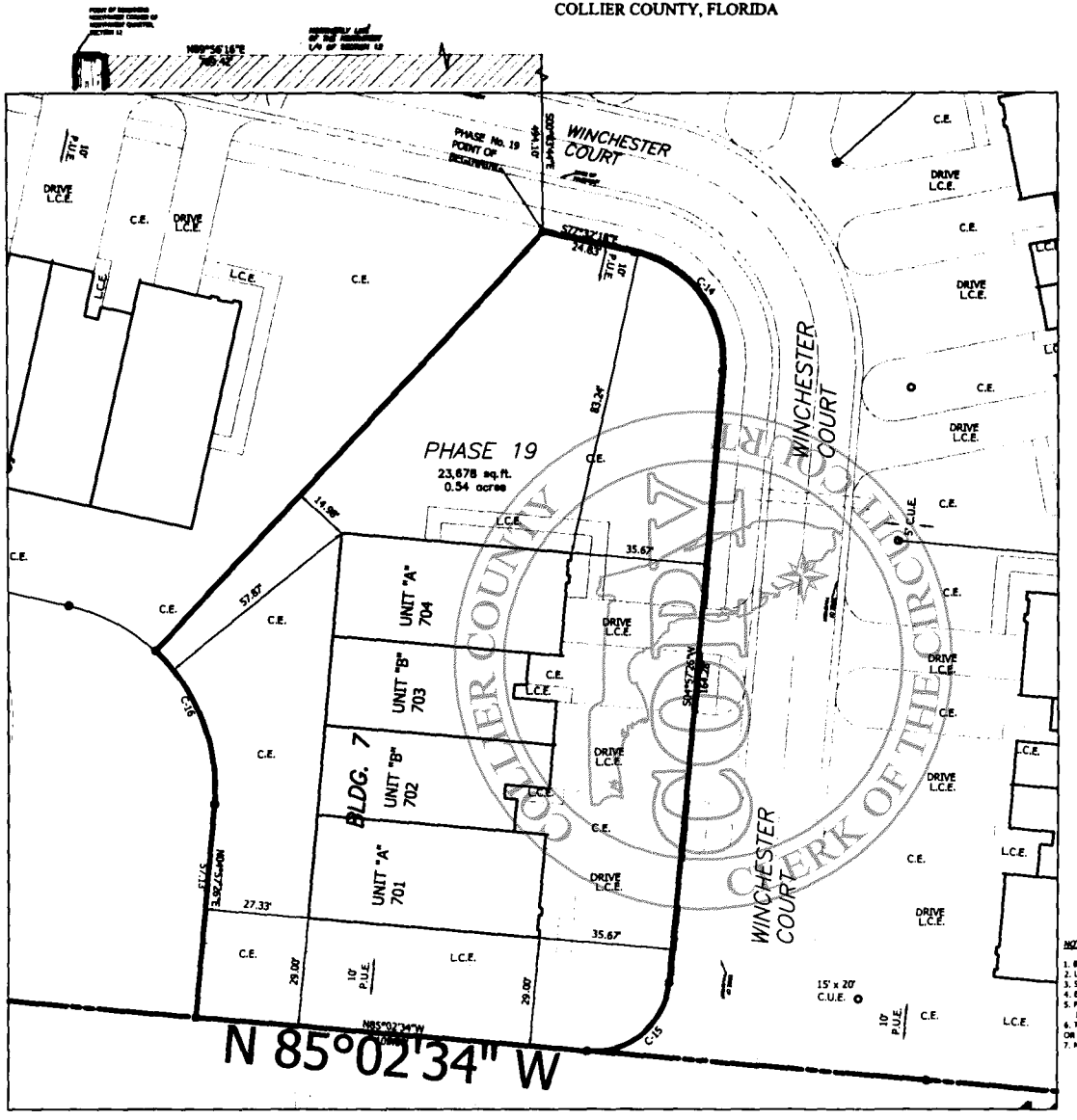

EXHIBIT B
BOUNDARY SURVEY

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 789.42 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00°03'44"E, 494.10 FEET TO THE POINT OF BEGINNING PHASE 19, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN S77°32'18"E, 24.83 FEET TO THE POINT OF CURVATURE OF A 30.00 RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 82°29'45", A CHORD AND CHORD BEARING OF S36°17'26"E, 39.56 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 43.19 FEET TO THE POINT OF TANGENCY; THENCE RUN S04°57'26"W, 164.28 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD AND CHORD BEARING OF S49°57'26"W, 28.28 FEET, RUN ALONG THE ARC OF SAID CURVE 31.42 FEET TO THE POINT OF TANGENCY; THENCE N85°02'34"W, 105.00 FEET; THENCE RUN N04°57'26"E, 57.13 FEET TO THE POINT OF CURVATURE OF A 50.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 52°10'49", A CHORD AND CHORD BEARING OF N21°07'59"W, 43.98 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 45.54 FEET TO THE POINT OF TANGENCY; THENCE RUN N42°46'37"E, 152.72 FEET TO THE POINT OF BEGINNING PHASE No. 19, REFLECTION LAKES AT NAPLES.

SAID PARCEL CONTAINS 0.54 ACRES (23,678 SQ. FT.) MORE OR LESS.

NOTES:
1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS N59°23'48"W (PLAT).
2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
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4. ELEVATIONS ARE N.G.V.D. 1929 AND U.S.C.& G.S. BENCH MARK J-240-1965.
5. PARCEL LIES IN F.I.R.M. ZONE AE, ELEVATION =7.0', ACCORDING TO F.I.R.M. PANEL 120067 0620 D DATED 6/3/86.
6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.M.).

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33904
TELEPHONE (239) 542-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE # 3936

FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

December 31, 2003

E. AUSTIN WHITE
BECKER & POLIAKOFF, P.A.
4501 TAMIAMI TRIAL, STE. 214
NAPLES, FL 34103

The Articles of Incorporation for REFLECTION LAKES AT NAPLES I CONDOMINIUM ASSOCIATION, INC. were filed on December 18, 2003 and assigned document number N03000011114. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Alan Crum, Document Specialist
New Filings Section

Letter Number: 703A00069462

Exhibit C

[redacted] Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

FILED
03 DEC 18 PM 12:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

FOR

REFLECTION LAKES AT NAPLES I CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME AND ADDRESS

The name of the corporation shall be REFLECTION LAKES AT NAPLES I CONDOMINIUM ASSOCIATION, INC. The principal address of the corporation is 14001 Mahogany Boulevard, Unit 2311, Fort Myers, Florida 33907. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws." Unless the context otherwise requires, all capitalized terms used in these Articles and not otherwise defined herein shall have the same meaning as attributed to them in the Declaration of Condominium.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

ARTICLE 2
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located or to be located in Collier County, Florida, and known as REFLECTION LAKES AT NAPLES I, A CONDOMINIUM.

ARTICLE 3
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Collier County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4
POWERS

The powers of the Association shall include and be governed by the following:

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

4.2 **Enumeration.** The Association shall have the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or By-Laws.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited

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to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.

4.3 **Condominium Property**. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 **Distribution of Income; Dissolution**. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not for profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Statute.

4.5 **Limitation**. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

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ARTICLE 5
MEMBERS

5.1 **Membership**. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

5.2 **Assignment**. 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 Unit for which that share is held.

5.3 **Voting**. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 **Meetings**. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7
INCORPORATOR

The name and address of the Incorporator of this Corporation is TOUSA Homes, Inc., whose address is 14001 Lake Mahogany Boulevard, Unit 2311, Fort Myers, Florida 33907.

ARTICLE 8
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

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President: John J. Coughlin
14001 Lake Mahogany Boulevard, Unit 2311
Fort Myers, Florida 33907

Vice-President: Marcel Seamples
14001 Lake Mahogany Boulevard, Unit 2311
Fort Myers, Florida 33907

Secretary-Treasurer: Wendy Key-Buxton
14001 Lake Mahogany Boulevard, Unit 2311
Fort Myers, Florida 33907

ARTICLE 9
DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors, and which shall always be an odd number. During Developer control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Developer appointed or elected Director, shall be a Unit Owner.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board

of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 **Term of Developer's Directors.** The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 **First Directors.** The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

NAME	ADDRESS
John J. Coughlin	14001 Lake Mahogany Boulevard, Unit 2311 Fort Myers, Florida 33907
Marcel Seamples	14001 Lake Mahogany Boulevard, Unit 2311 Fort Myers, Florida 33907
Wendy Key-Buxton	14001 Lake Mahogany Boulevard, Unit 2311 Fort Myers, Florida 33907

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

ARTICLE 10
INDEMNIFICATION

10.1 **Indemnity.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or

opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.2 **Expenses**. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 **Advances**. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

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

10.5 **Insurance**. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

10.6 **Amendment**. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 12
AMENDMENTS

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

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

12.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate, successor or assign of the Developer, unless the Developer shall join in the execution of the amendment. Further, and not withstanding anything herein to the contrary, so long as any portion of the Condominium Property is subject to the Option Agreement by and between TOUSA and Acacia, both as defined in the Declaration, any amendment to these Articles of Incorporation shall require the prior written approval and joinder in the execution of the amendments by Acacia. No amendment to this paragraph 12.3 shall be effective.

12.4 Developer Amendments. To the extent lawful, and subject to the provisions of Section 8.2 above, the Developer may amend these Articles consistent with the provisions of the Declaration, including, but not limited to, Article 8 and Article 12 of the Declaration, allowing certain amendments to be effected by the Developer alone.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Collier County, Florida.

ARTICLE 13
INITIAL REGISTERED OFFICE, ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this Corporation shall be at 4501 Tamiami Trail North, Suite 214, Naples, Florida 34103, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent of the Corporation shall be E. Austin White, Esq., who shall also be a resident agent, whose address is 4501 Tamiami Trail North, Suite 214, Naples, Florida 34103.

COPY

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

TOUSA HOMES, INC.

BY: _____
John J. Coughlin, Vice-President

(SEAL)

STATE OF FLORIDA)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 1ST day of December, 2003, by John J. Coughlin, as Vice-President of TOUSA HOMES, INC., who is personally known to me or who has produced _____ (type of identification) as identification and who did not take an oath.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

Doreen L. Kall
Signature of person taking acknowledgment

DOREEN L. KALL
MY COMMISSION # DD 109543
EXPIRES: April 16, 2006
Bonded Thru Notary Public Underwriters

Doreen L. Kall
Name typed, printed or stamped

Title or rank

Serial number, if any

My commission expires: April 16, 2006

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

FILED
03 DEC 18 PM 1:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Collier, State of Florida, the corporation named in the said Articles has named E. Austin White, Esq., whose address 4501 Tamiami Trail North, Suite 214, Naples, Florida 34103, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT

E. Austin White

E. Austin White, Esq.
REGISTERED AGENT

DATED this 15th day of December, 2003.

This instrument was prepared by:

E. Austin White, Esq.
Becker & Poliakoff, P.A.
4501 Tamiami Trail North, Suite 214
Naples, Florida 34103
Florida Bar No. 0222089

26694_1.DOCnap

This instrument was prepared by:

E. Austin White, Esquire
BECKER & POLIAKOFF, P.A.
4501 Tamiami Trail North, Suite 214
Naples, Florida 34103

EXHIBIT "D"
TO
DECLARATION OF CONDOMINIUM
OF
REFLECTION LAKES AT NAPLES I, A CONDOMINIUM

BY-LAWS
OF
REFLECTION LAKES AT NAPLES I CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized
under the laws of the State of Florida

COLLIER COUNTY
FLORIDA
COPY
IN THE CIRCUIT

1. **IDENTITY.** These are the By-Laws of Reflection Lakes at Naples I Condominium Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Collier County, Florida, and known as Reflection Lakes at Naples I, a Condominium (the "Condominium").

   1.1 **Principal Office**. The principal office of the Association shall be at 12550 New Brittany Boulevard, Ft. Myers, Florida 33907, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept in Collier County, Florida, or at such other place as may be permitted by the Act from time to time.

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

   1.3 **Seal**. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

2. **DEFINITIONS.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." All capitalized terms used in these By-Laws but not defined herein shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. MEMBERS.

3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transaction any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of December following the year in which the Declaration is filed, at such time, place and date as the Board shall determine.

3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act, including, but not limited to, the following: (i) a special meeting of the Unit Owners for purposes of recalling a member or members of the Board of Directors, in accordance with Section 718.112(2)(j) of the Act; and (ii) such special meeting of Unit Owners as set forth in Article 9 of these By-Laws.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the annual meeting. The notice of the annual meeting shall also be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his/her (or his/her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d)2. of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of a majority of the votes of members.

3.5 Voting.

(a) Number of Votes. Except as provided in paragraph 3.10 hereof, in any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attached shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, the right to vote shall be established by the roster of members. If a Unit is owned by more than one (1) person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in

determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. All proxies must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary of the Association before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners.

Except as specifically otherwise provided, Unit Owners may not vote by general proxy, but may vote by limited proxies in the form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Condominium documents; and any other matter for which Chapter 718, Florida Statutes, requires or permits a vote of the Unit Owners. No proxy, limited or general, may be used in the election of Board members. Provided, however, that Unit Owners may vote by limited proxy to fill a vacancy on the Board caused by the recall of a Board member elected by Unit Owners other than a Developer. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given.

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

(a) Call to order by President;

(b) Collection of ballots not yet cast for the election of Directors;

(c) Appointment by the President of a chairman of the meeting (who need not be a member or a director);

(d) Appointment of inspectors of election;

(e) Election of Directors;

(f) Proof of notice of the meeting or waiver of notice;

(g) Reading of minutes;

(h) Reports of officers;

(i) Reports of committees;

(j) Unfinished business;

(k) New business;

(l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

COLLIER COUNTY COPY CERTIFIED CIRCUIT COURT

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

3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.11 **Unit Owner Participation**. Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Any Unit Owner may tape record or videotape a meeting of the Unit Owners subject to reasonable rules adopted by the Division.

4. DIRECTORS.

4.1 **Membership**. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership, provided, however, that the number of Directors shall always be an odd number. During Developer control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Developer appointed or elected Director, shall be a Unit Owner.

4.2 **Election of Directors**. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.

(b) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board of administration shall give written notice to the Association not less than forty (40) days before a scheduled election. The Association shall then mail or deliver a second notice of the meeting at least fourteen (14) days prior to the meeting, which notice must include an agenda, to all unit owners entitled to vote therein, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association.

(c) The election shall be by written ballot or voting machine and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. The entire membership shall vote for all of the Directors. No Unit Owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid, except for a Unit Owner who needs assistance in voting due to blindness, disability, or inability to read or write.

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(d) There shall be no quorum requirement or minimum number of votes necessary for election of Board of Directors. However, at least 20% of the eligible voters must cast a ballot in order for the election to be valid.

(e) There are no nominating committees, no slates of directors, no nominations from the floor, and no write-in candidates permitted. Any unit owner who indicates an interest in running must be placed on the ballot. Election and balloting are not required unless more candidates file notices of intent to run or are nominated than there are vacancies on the Board.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Section 4.16 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of all the voting interests at a special meeting of members called for that purpose, which meeting may be called by 10% of the voting interests, giving notice of the meeting as required for a meeting of Unit Owners, and stating the purpose of the meeting, or by written agreement signed by a majority of the owners of all Units.

If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or shall proceed as set forth below.

If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Florida Statutes Chapter 48 and the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement

to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or proceed as described below.

If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for binding arbitration pursuant to the procedures in Florida Statutes Section 718.1255. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Florida Statutes Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in Section 4.2 herein. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting. (See, Section 4.16 below).

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, 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 Unit 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 By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit 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 of Director, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 **Term**. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

4.5 **Organizational Meeting**. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed. Notice of the organizational meeting shall be as required for regular meetings of the Board of Directors.

4.6 **Regular Meetings**. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Unit Owners shall have the right to attend and the right to speak with reference to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board subject to rules adopted by the Division. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each Director present shall be recorded in the minutes.

4.7 **Special Meetings**. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. For so long as the Developer is in control of the Association, special meetings of the Directors may be called by the Developer. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board

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of Directors shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association except in the event of an emergency, and Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board. Directors may not vote by proxy or secret ballot at Board Meetings. A vote or abstention for each Director present shall be recorded in the Minutes.

Notwithstanding the foregoing, written notice of any meeting at which nonemergency special assessments, or at which an amendment to rules regarding Unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

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

4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all Unit Owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners shall have the right to tape record or videotape the meetings of the Board of Administration, subject to reasonable rules adopted by the Division.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, 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, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall

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constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless that Director votes against such action or abstains from voting in respect thereto, because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes.

4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

(a) Election of Chairman;

(b) Roll Call;

(c) Proof of due notice of meeting;

(d) Reading and disposal of any unapproved minutes;

(e) Reports of officers and committees;

(f) Election of Inspectors of Election;

(g) Election of officers;

(h) Unfinished business;

(i) New Business;

(j) Adjournment.

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Such order may be waived in whole or in part by direction of the presiding officer.

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and

may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraphs (f) and (o) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all Unit Owners. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

4.16 **Proviso**. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than TOUSA or Acacia own fifteen (15%) percent or more of the Units in any one Condominium that will be operated ultimately by the Association. When Unit Owners other than TOUSA or Acacia own fifteen (15%) percent or more of the Units in any one Condominium to be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums, and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Units in all Condominiums that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after ninety (90%) percent of the Units in all Condominiums that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units in all Condominiums that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven (7) years after recordation of the Declaration of Condominium in the public records, whichever occurs first. The Developer is

entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units in any one Condominium that will be operated by the Association. Following the time 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 Directors.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control. Notwithstanding the foregoing, so long as TOUSA is the Developer and the Option Agreement is in effect, TOUSA may not, without the prior written consent of Acacia, elect to waive its right to remove or appoint any Directors.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days notice of an election for the members of the Board of Directors. The election shall proceed as hereinbefore provided for the election of Directors in Section 4.2. The notice may be given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association (but not more than ninety (90) days after such event for purposes of paragraph (g) below), the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

(a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.

(b) A certified copy of the Articles of Incorporation of the Association.

(c) A copy of the By-Laws of the Association.

(d) The minute books, including all minutes, and other books and records of the Association, if any.

(e) Any rules and regulations which have been adopted.

(f) Resignations of resigning officers and Board members who were appointed by the Developer.

(g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting standards as defined by rule by the Florida Board of Accountancy, pursuant to Florida Statutes Chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that the developer was charged and paid the proper amount of assessments.

(h) Association funds or the control thereof.

(i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment to the Condominium and in the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or his agent or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

(k) A list of the names and addresses, of which the Developer has knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the Condominium or Association property.

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(l) Insurance policies.

(m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.

(n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

(o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

(p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.

(r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(s) All other contracts to which the Association is a party.

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5. **POWERS AND DUTIES.** The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, the Articles, and these By-Laws necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Elements.

(b) Determining the expenses required for the operation of the Condominium and the Association.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Units and the Condominium Property, subject to a

right of the Unit Owners to overrule the Board as provided in Section 13 hereof.

(e) Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.

(f) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.

(g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium Property.

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

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Levying reasonable fines against appropriate Unit Owners for violations by the Unit Owner(s), their occupants, licensees, or invitees of the Declaration, these By-Laws or the rules and regulations established by the Association. No fine shall exceed the highest amount permitted under the Act (as it may be amended from time to time), however, a fine may be levied on the basis of each day of a continuing violation, provided that the maximum fine shall not exceed the aggregate maximum permitted under the Act (as it may be amended from time to time). No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit, unless permitted by the Act (as it may be amended from time to time).

(n) Purchasing or leasing Units for use by resident superintendents and other similar persons.

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(o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least a majority of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.

(p) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Notwithstanding the foregoing, in the event that a lawsuit is to be brought against the Developer for any reason whatsoever, at least seventy-five (75%) percent of all Unit Owners, other than the Developer, must agree, at a meeting duly called for such purpose, prior to institution of any such action.

(q) Adopt budgets and make and collect special and periodic assessments against owners to defray the cost of the Association.

(r) Acquiring and conveying Common Elements for the purposes of providing utility easements, right-of-way expansion or other public purpose whether negotiated or as part of the eminent domain procedure which authority can be exercised by the Board of Directors without approval of the Unit Owners.

(s) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use (to the extent permitted by the Act).

(t) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

(u) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law from time to time in any one case.

(v) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

w) Ensuring fire safety compliance by accepting a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units with the applicable Fire and Life Safety Code.

6. OFFICERS.

6.1 Executive Officers. The initial executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors or Unit Owners), all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

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

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 **Treasurer**. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

6.6 **Other**. The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.

6.7 **Developer Appointees.** No officer appointed by the Directors designated by the Developer may be removed except as provided in Section 4.16 hereof and by law.

7. **COMPENSATION**. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

8. **RESIGNATIONS**. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.

9. **FISCAL MANAGEMENT**. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 **Budget.**

(a) **Adoption by Board; Items**. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by

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law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing and for any other items for which the deferred maintenance expense or replacement cost exceeds $10,000.00 or other amount, as provided in the Act, as amended from time to time. The amount of reserves shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each 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. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of the Association, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) **Notice of Meeting.** A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, and the Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements.

(ii) **Special Membership Meeting.** If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than a majority of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been

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called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

(iii) **Determination of Budget Amount**. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(iv) **Proviso**. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.

(b) **Adoption by Membership**. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Section 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.2 **Assessments**. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the Amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be

paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.3 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after fourteen (14) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.

9.4 Late Assessments. Assessments not paid within ten (10) days from the date due may bear interest from the date when due until paid at the then highest rate allowed by law. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a late charge against the defaulting Unit Owner, in such amount as the Board may determine from time to time; provided, however, that such late charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time).

9.5 Depository. The depository of the Association shall be such bank or banks or financial institution(s) in the State of Florida federally regulated and insured as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise shall be maintained separately for each Condominium, in the Association's name. Reserve and operating funds of the Association shall not be commingled. The Association shall maintain separate accounting records for the Association and for each Condominium operated by the Association. No manager or business entity required to be licensed or registered under Florida Statute 468.432, and no agent, employee, officer or director of the Association shall commingle Association funds with his, her, its or another association's or entity's funds.

9.6 Acceleration of Installments Upon Default. As an additional right and remedy of the Association, if a Unit Owner shall be in default in the payment of an installment of his Assessments after thirty (30) days' prior written notice to the applicable Unit Owners, the Board of Directors or its agent may accelerate the Assessments due for the remainder of the quarter (if the Assessments are made by monthly installments) and thereafter, if a claim of lien has been filed, the Assessments shall be accelerated for the balance of the budget year. The unpaid balance of the Assessments for the balance of the accelerated period shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

9.7 Enforcement of Assessments. In the event an assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent Unit Owner in any manner provided for by the Act, the Declaration of Condominium and these By-Laws. Each Unit Owner shall be individually responsible for the payment of assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.

9.8 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the formula set forth in the Act, or such greater amount as may be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.9 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

No later than April 1 of the year following the end of a fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months (i.e., the last completed fiscal year), or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

a. Cost for security;

b. Professional and management fees and expenses;

c. Taxes;

d. Cost for recreation facilities;

e. Expenses for refuse collection and utility services;

f. Expenses for landscaping;

g. Cost for building maintenance and repair;

h. Insurance costs;

i. Administrative and salary expenses; and

j. Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

9.10 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

9.11 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

10. ROSTER OF UNIT OWNERS. Each Unit Owner shall file with the Association a copy of the recorded deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

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

12. AMENDMENTS. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Any proposed amendment to these By-Laws must be made by ballot or by limited proxy, delivered to the Secretary of the Association at or prior to the meeting. The approval must be:

(a) prior to the turnover of control of the Association to Unit Owners other than the Developer, by not less than a majority of the votes of those members of the Association who are present or represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 66-2/3% of the votes of the members of the Association represented at a meeting at which a quorum has been attained.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, Acacia or mortgagees of Units without the consent of said Developer, Acacia and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

13. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt, amend, modify or add to rules and regulations concerning the use of the Condominium Property, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such adoption, amendments, modifications, or addition. Any such rule adoption, modification, amendment or addition need not be recorded in the Public Records of Collier County in order to be effective; however, copies of such adopted, modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than ten (10) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

14. CONSTRUCTION. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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

16. **OFFICIAL RECORDS.** From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

(a) The plans, permits warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act.

(b) A photocopy of the recorded Declaration of Condominium and all amendments thereto.

(c) A photocopy of the recorded By-Laws of the Association and all amendments thereto.

(d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto.

(e) A copy of the current Rules and Regulations of the Association.

(f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years.

(g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers.

(h) All current insurance policies of the Association and the Condominium.

(i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

(j) Bills of sale or transfer for all property owned by the Association.

(k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:

1. Accurate, itemized, and detailed records for all receipts and expenditures.

2. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date

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and amount of each Assessment, the amount paid upon the account, and the balance due.

3. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates.

(m) All rental records where the Association is acting as agent for the rental of Units.

(n) A copy of the current question and answer sheet as described in Section 718.504, Florida Statutes.

The official records of the Association shall be maintained within the State of Florida or at such other place as may be permitted by the Act (as it may be amended from time to time).

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times in accordance with reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying adopted by the Association. Inspections may only take place at the building in which the records are located and said records shall not be removed from said location. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

17. MANDATORY NONBINDING ARBITRATION OF DISPUTES.

(a) Prior to the institution of court litigation, the parties to a dispute, as defined in the Act, shall petition the Division for nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by the division. The filing of a petition for arbitration shall toll the applicable statute of limitations.

(b) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.

(c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorney's fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.

(d) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.

(e) The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence.

(f) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorney's fees and costs incurred in enforcing the arbitration award.

18. USE RESTRICTIONS OF THE MASTER ASSOCIATION. This Condominium is subject to the use restrictions as set forth in the Master Declaration. This Condominium Association shall have the right to enforce the provisions of all such use restrictions in the Master Declaration. The violation of any such use restrictions shall subject any person violating the same to the same liability as if the same were a violation of the provision of the Declaration, and the Association shall have the same enforcement powers and remedies as if the violations were a violation of the provisions of the Declaration.

The foregoing was adopted as the By-Laws of Reflection Lakes at Naples I Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on the ____ day of _____, 2005.

REFLECTION LAKES AT NAPLES I
CONDOMINIUM ASSOCIATION, INC.

BY: _____
Marcel Seamples, President

ATTEST: _____
Patricia McLaughlin, Secretary

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