

PREPARED BY:
CHRISTOPHER I. MILLER, ESQ.
GOEDE, DEBOEST & CROSS, PLLC
2030 MCGREGOR BLVD.
FORT MYERS, FL 33901
Tel: (239) 331-5100

Deputy Clerk TKING
#6

**CERTIFICATE OF RECORDATION OF THE SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF CASA BONITA GRANDE CONDOMINIUM,
THE AMENDED AND RESTATED ARTICLES OF INCORPORATION & BYLAWS OF
CASA BONITA GRANDE CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED being the President and Secretary of CASA BONITA GRANDE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Second Amended and Restated Declaration of Condominium of Casa Bonita Grande Condominium, the Amended and Restated Articles of Incorporation of Casa Bonita Grande Condominium Association, Inc., and the Amended and Restated Bylaws of Casa Bonita Grande Condominium Association, Inc., originally recorded in O.R. Book 1098, Page 1742, *et seq.*, of the Public Records of Lee County, Florida, and as amended from time to time, were duly approved, adopted and enacted by the affirmative vote of the required percentage of unit owners at a meeting called for that purpose at which a quorum was present held on the 29th day of September, 2021.

Dated this 18th day of October, 2021.

WITNESSES:

(Sign) [Signature] CASA BONITA GRANDE CONDOMINIUM ASSOCIATION, INC.

(Print) Dennis M. Bsky

(Sign) [Signature]

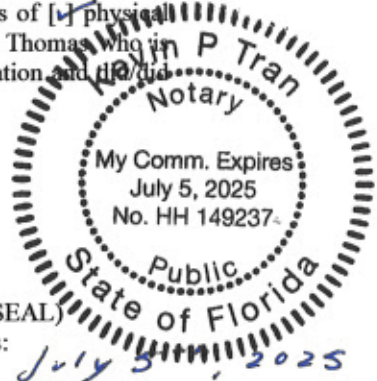
(Print) Kevin Tran

BY: [Signature]
President of the Association Jane Thomas

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18th day of October 2021 by Jane Thomas who is personally known to me or produced Florida Driver's License as identification and she did not take an oath.

NOTARY PUBLIC:



[Signature]

STATE OF FLORIDA (SEAL)
My Commission Expires: July 5, 2025

WITNESSES:

(Sign) _____ CASA BONITA GRANDE CONDOMINIUM ASSOCIATION, INC.

(Print) _____

(Sign) _____ BY: _____

Secretary of the Association Judy Wittenburg

WITNESSES:

(Sign) Mary M. Denny

(Print) Mary M. Denny

(Sign) Michael Miller

(Print) Michael Miller

**CASA BONITA GRANDE
CONDOMINIUM ASSOCIATION, INC.**

BY: Judy Wittenburg
Secretary of the Association
Judy Wittenburg

**STATE OF NEW YORK
COUNTY OF JEFFERSON**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 16th day of October 2021 by Judy Wittenburg who is personally Known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC:

Richard A. Wittenburg

STATE OF NEW YORK (SEAL)

My Commission Expires:

RICHARD A. WITTENBURG
Notary Public in the State of New York
Qualified in Jefferson Co, No. 02WI9716220
My Commission Expires 10/31/22

AMENDED AND RESTATED
DECLARATION
ARTICLES OF INCORPORATION
AND
BYLAWS
OF
CASA BONITA GRANDE

AMENDED AND RESTATED DECLARATION

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- Exhibit “A” Description of Real Property
- Exhibit “B” Plat
- Exhibit “C” Articles of Incorporation
- Exhibit “D” Bylaws
- Exhibit “E” Limited Elements Parking Designations

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF CASA BONITA GRANDE CONDOMINIUM

KNOW ALL PERSONS BY THESE PRESENTS:

Heretofore on August 1, 1975, the original Declaration of Condominium of Casa Bonita Grande Condominium (hereinafter the "Condominium") was recorded in Official Record Book 1098, at Page 1742 et seq. of the Public Records of Lee County, Florida. That Declaration of Condominium was amended and restated on 1990 and recorded in Official Record Book 2154, at Page 4651 et seq. of the Public Records of Lee County, Florida. That Amended and Restated Declaration, as it has previously been amended, is hereby further amended in part and restated in its entirety.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: This Second Amended and Restated Declaration of Condominium is made by Casa Bonita Grande Condominium Association, Inc., a Florida corporation not for profit, hereinafter the "Association". The land described in this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration.

2. NAME AND ADDRESS: The name of this Condominium is Casa Bonita Grande Condominium, and its street address is 25900 Hickory Boulevard, Bonita Springs, Florida 34134

3. DESCRIPTION OF CONDOMINIUM PROPERTY: The land which was submitted to condominium ownership by the original Declaration (hereinafter the "Land") is legally described as follows:

A tract or parcel of land lying on Little Hickory Island within accretions to Government Lot 1, Section 25, Township 47 South, Range 24 East, Lee County, Florida, said tract or parcel being described as follows:

From the North corner of Lot 21, Block "K", BONITA BEACH, as recorded in Plat Book 8, Page 65, of the Lee County, Florida, Public Records; thence North 28° 23' 41" West along the Westerly right of way (50.0 feet from the centerline) of Hickory Boulevard, for 375.0 feet to the point of beginning; thence continue North 28° 23' 41" West along said Westerly right of way for 26.40 feet; thence North 24° 28' 41" West for 190.05 feet; thence South 61° 36' 19" West for 282 feet, more or less, to the waters of the Gulf of Mexico; thence Southeasterly along said waters of the Gulf of Mexico for 356 feet, more or less, to a line parallel with and 235.0 feet Northwest of, as measured at right angles to, the said Northwest boundary of Lot 21, Block "K", BONITA BEACH; thence North 61° 36' 19" East for 149 feet, more or less, to a point 110.0 feet Southwest of, as measured on a perpendicular to, the Westerly right of way of said Hickory Boulevard; thence North 28°

23' 41" West for 50.0 feet; thence North 61° 36' 19" East for 40.0 feet; thence North 28° 23' 41" West for 90.0 feet; thence North 61° 36' 19" East for 70.0 feet to the point of beginning.

Being part of the Northeast quarter (1/4) of Section 25, Township 47 South, Range 24 East and part of the Southeast quarter (1/4) of Section 24, Township 47 South, Range 24 East, Lee County, Florida, which lands are hereinafter called "the land".

3.1 **Applicability of Declaration of Condominium.** The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a Unit, or any interest in the condominium property, or the lease, occupancy, or use of any portion of a Unit or the condominium property, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms.

3.2 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

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

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

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

4.3 "Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the units.

4.4 "Association" means Casa Bonita Grande Condominium Association, Inc., a Florida corporation, not-for-profit, the entity responsible for the operation of this Condominium,

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

4.6 "Board of Directors" or "Board" or "Directors" means the representative body which is responsible for the administration of the Association's affairs, and which is the

same body that is sometimes referred to in the Condominium Act as the "Board of Administration". Each Director must be a Unit Owner, or Primary Occupant (in case of Units that designate a Primary Occupant), the spouse of a Unit Owner or Primary Occupant, the settlor or grantor of a trust, which owns a Unit, or the spouse of such party, a beneficiary as defined in Section 737.303(4)(b), Florida Statutes, (2021) of a trust which owns a Unit, provided said beneficiary occupies the Unit, or the spouse of such party.

4.7 "Condominium Documents" means this Second Amended and Re-stated Declaration; the Amended and Restated Articles of Incorporation of Casa Bonita Grande Condominium Association, Inc., the Articles of Incorporation attached hereto as Exhibit "C"; and the Bylaws as amended or amended and restated attached hereto as Exhibit "D". The Rules and Regulations and any subsequent amendments thereto need not (but may) be recorded in the Lee County Public Records in order to be valid.

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

(A) One natural person, his or her spouse, if any, and their custodial children, if any.

(B) Not more than two natural persons not meeting the requirement of 4.8 (A) above, but who customarily reside together as a single housekeeping and economic Unit, and the custodial children of said parties, if any.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family Member" is a person who resides in a Unit as part of the Owner's Family, but is not a title holder.

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

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

4.11 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United

States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.12 "Lease and Rental" means the grant by a Unit owner of a temporary right of use of the owner's Unit for any form of consideration. The term lease includes any type of occupancy for which the owner receives any form of consideration including but not limited to occupancy pursuant to a license or transient rental agreement.

4.13 "Limited Common Elements" shall include property which is reserved for the use of a certain Unit to the exclusion of other Units as reflected on the Surveyor's Plat or in this Declaration, such as assigned parking spaces and storage spaces. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area (e.g. air conditioning compressors) shall serve to define the area as a Limited Common Element.

4.14 "Occupant" or "Occupy", when used in connection with a Unit, means any person who stays overnight in a Unit.

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

4.16 "Primary Occupant" means the natural person approved for occupancy when title to a Unit is held in the name of two or more persons who are unmarried or by a trustee or a corporation or other entity which is not a natural person.

4.17 "Rules and Regulations" means those Rules and Regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, and transfer of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association subject to any limits set forth in the Condominium Declaration.

4.18 "Voting Interest" means and refers to the arrangement established in the condominium documents by which the owners of each Unit collectively are entitled to one vote in Association matters. There are 54 units, so the total number of voting interests is 54 votes.

5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declaration as Exhibit B, and incorporated by reference herein, are a survey of the Land and plot plans, which graphically

describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the exhibit is in sufficient detail to identify each Unit, the common elements and limited common elements, and their relative locations and dimensions.

5.2 Unit Boundaries. Each Unit shall include that part of the building 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 intersections with the perimeter boundaries:

(1) Upper Boundaries. The horizontal plane of the lower surfaces of the ceiling slab.

(2) Lower Boundaries. The horizontal plane of the lower surfaces of the floor slab.

(B) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the following boundaries extended to their intersections with each other and with the upper and lower boundaries:

(1) Exterior Building Walls. The exterior of the outside walls of the building bounding a Unit, and where there is attached to the building a loggia, lanai, terrace, canopy, stairway or other portion of the building serving only the Unit being bound, such boundaries shall be deemed to include all of such structures and fixtures thereon.

(2) Interior Building Walls. The vertical planes of the walls bounding a Unit extended to intersections with other perimetrical boundaries.

(C) Apertures. Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, railings, screens and all framings, casings and hardware therefor, are excluded from the Unit.

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

Notwithstanding any provisions in this document to the contrary, any improvements made to the lanai area or elsewhere by a Unit owner become the responsibility of the owner to

maintain and repair. These include but are not limited to sliding glass doors, windows, floor tile, ceiling fans and fixtures, etc. The Association shall retain responsibility for the railings and screen frames as provided in the original building construction.

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE:

6.1 Shares of Ownership. The Condominium contains fifty-four (54) Units. The owner of each Unit shall own a one fifty-fourth (1/54) undivided share in the common elements and the common surplus.

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

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

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

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

(D) An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

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

(F) Any other appurtenances to each Unit including, but not limited to one (1) assigned storage space and one (1) assigned parking space per Unit and as more specifically described in Section 8 below. Each Unit and its appurtenances constitute a "condominium parcel".

6.3 Use and Possession

(A) A Unit owner is entitled to exclusive use and possession of his or her Unit. He or she is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the Unit or of the common elements may unreasonably interfere with the rights of other Unit owners or other persons having rights to use the condominium property. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the units, common elements and limited

common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Association, through its Board of Directors, as provided in Section 7 of the Bylaws.

(B) Use of the Units is restricted to single family residential purposes only. A Unit may be owned in a trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural person, if approved in the manner provided in these Declarations for transfers of title. Units owned in the name of a legal entity which is not a natural person shall be treated as co-owned by all of the shareholders, beneficiaries, partners, or members of the legal entity which owns the Unit, as the case may be. Co-ownership of Units is permitted. However, if the co-owners are unmarried, the co-owners shall designate one (1) of the co-owners as the "Primary Occupant", to whom all communications by the Association shall be directed, and upon whom all notices by the Association shall be served. Should the co-owners fail to designate a "Primary Occupant", then the Association shall be entitled to communicate with, and serve notices upon, any one of the various co-owners as the Association shall select, in the Association's sole discretion, and such communications and notices shall be deemed to be sufficient notice upon the ownership of that Unit, for all purposes.

(C) The intent of this provision is to allow flexibility for purposes of estate, financial or tax planning, and not to allow or facilitate circumstances in which a Unit may be used as short term accommodations for several families or individuals, or in which the letter or spirit of these Declarations can be in any manner circumvented.

7. COMMON ELEMENTS; EASEMENTS:

7.1 Definition. The term "common elements" means all portions of the condominium property not included within the units, and includes without limitation the following:

- (A) The Land.
- (B) All portions of the buildings and other improvements on the land not included within the units, including limited common elements.
- (C) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to units and the common elements.
- (D) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (E) The property and installations required for furnishing utilities and other services to more than one Unit or to the common elements.

(F) All of the real property heretofore described, less and excepting therefrom the units, hereinabove referred to as described and referred to herein as the "Common Elements" which definition shall include the multi-family structures and the property on which they are located and specifically includes but is not limited to the land, roof, main walls, slabs, stairways and staircases, elevators, walkways, gardens, pumps, generators, water tanks, trees and shrubs, utility lines, guest parking facilities, swimming pool/spa and equipment.

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

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

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

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways. Speed bumps or other traffic control devices may be installed by the Association, and such case, shall not be deemed to unmeasurably impair the Owners' easement rights hereunder.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and common surplus appurtenant to a Unit cannot be conveyed or

encumbered separately from the Unit and passes with the title to the Unit, whether separately described or not. No Owner may maintain an action for partition of the Common Elements. A Unit Owner's interest in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit.

8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain common elements have been designated as limited common elements, reserved for the use of a particular Unit or units, to the exclusion of the other units. The limited common elements and the units to which their use has been designated are as described in this Declaration and as further identified in Exhibit "B". The following common elements are hereby designated as limited common elements:

(A) Storage Spaces. The Limited Common Elements of the condominium building include one (1) storage space for each Unit which will be assigned to the units by an unrecorded document, maintained by the Association which identifies, either by list, survey map, or both list and survey map, each storage space by number and the corresponding Unit number to which it is assigned. No Unit Owner shall be permitted to assign or exchange Unit Owner's storage space to any other Unit Owner without first obtaining the written consent of the Association. The assignor (who is the Unit Owner granting the right to use) and the assignee (who is the Unit Owner receiving the right to use) must own their respective Units and collectively submit the proper request form to the Association and obtain the Association's prior consent to such assignment or exchange. The exterior surfaces of the spaces will be maintained by the Association and the cost is a common expense.

(B) Vehicle Parking Spaces. The Common Elements include parking areas for the automobiles for Unit Owners and their guests. Each Unit is entitled to a parking space for one (1) automobile as a Limited Common element, and the maximum number of parking spaces that may be assigned to an individual Unit is one (1). The automobile parking space for each Unit shall be documented through a written assignment of parking space, maintained by the Association, either by list, survey map or both list and survey map, designating each parking space either by number or location on the property, and the corresponding Unit number to which it is assigned. No Unit Owner shall be permitted to exchange or assign that Unit Owner's parking space to any other Unit Owner without first obtaining the written consent of the Association (see Section 6.3) in addition to complying with any appropriate legal recordings. Those Unit Owners who do not purchase covered parking shall be assigned an uncovered space. All unassigned spaces will be for common use. Notwithstanding any statements contained in this Section to the contrary, nothing in this Section shall prohibit a Unit Owner from assigning the exclusive right to use such Owner's parking space to another Unit Owner provided that both Unit Owners, the assignor (who is the Unit Owner granting the right to use) and the assignee (who is the Unit Owner receiving the right to use) own their respective Units and collectively submit the proper request form to the Association and obtain the Associations' prior consent to such

assignment. The Association shall maintain, repair, replace and insure all parking spaces and the cost shall be a Common Expense except as provided below in (C).

Vehicle parking passes for owners and guests will be provided by the Association. It is the owner's responsibility to ensure that valid parking passes are properly displayed on their authorized vehicles at all times. Vehicles without such proper identification are subject to being towed at the vehicle owners' sole expense in accordance with Florida Statute 715.07.

(C) Carports. There are forty-three (43) parking spaces with covered carports which have been designated as limited common elements, reserved for the use of a particular Unit. The maintenance, repair, and replacement of the covered carport structures shall be the responsibility of the Association, but the cost thereof shall be a limited common expense of the forty-three (43) Unit owners to which the covered carports have been assigned. Each Unit Owner with a parking space covered by a carport is obligated to pay 1/43rd of the maintenance, repair and replacement costs of the carport structure via a limited common assessment. The foregoing notwithstanding the cost of maintaining, repairing and replacing the paved parking space beneath the carport structure and the insurance for the carport structures shall be a Common Expense shared by all Owners. Additional carports may be constructed at the expense of the Owners desiring them and the Common Elements thereby materially altered with the written approval of the Board of Directors and no approval of the Unit Owners is required. If additional carports are constructed the limited common expense formula provided for herein will be automatically adjusted by increasing the denominator by the number of added parking spaces covered by carports. The assignment of the parking spaces with carports is maintained by the Association.

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

(E) Others. Any part of the common elements connected to or exclusively serving a single Unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit owner, shall be deemed a limited common element appurtenant to that Unit, whether specifically described above or not.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the Unit or units to which it is designated or assigned. If the exclusive use of any assignable limited common element is not, for any reason, assigned to the use of a specific Unit or units, the Association may do so.

9. ASSOCIATION: The operation of the Condominium is by Casa Bonita Grande Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

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

9.2 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as Exhibit "D", as they may be amended from time to time.

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

9.4 Membership. The membership of the Association shall be comprised of owners of the units, as further provided in the Bylaws.

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

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the condominium documents. The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. Fees for Use of Common Elements. Pursuant to Florida Statute §718.111(4) (2021), as amended from time to time, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Association has the power to enter into agreements to acquire ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the Unit owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the units.

Acquisition of Property. The Association has the power to acquire property, real or personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided in 9.6 above, the power to acquire interests in real property

may be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

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

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

9.9 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Unit owners.

9.10 Roster. The Association shall maintain a current roster of the names, Unit numbers, telephone numbers, and mailing addresses, of all Unit Owners. Additionally, the Association may maintain the electronic mailing addresses ("e-mail addresses") of members who have consented in writing to receive notice by electronic transmission. Any Unit owner may receive, upon request, a copy of a roster which contains the names, Unit numbers, and mailing addresses of all of the Unit Owners. Additionally, such roster provided to Unit Owners may also contain the e-mail address and fax number of any Unit Owner(s) who have consented in writing to receive notice by electronic transmission. The Association, however, is not liable for an inadvertent disclosure of any e-mail address and/or fax number if the information is included in an official record of the association and is voluntarily provided by an Owner and not requested by the Association.

9.11 Limitation on Liability of Association. Notwithstanding its duty to maintain and repair condominium or association property, the Association shall not be liable to Unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship, or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not the same shall have been approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HERE OR IN THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING WITHOUT LIMITATION, RESIDENTS AND THEIR

FAMILIES, RENTERS, LESSEES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

(B) THE ASSOCIATION IS NOT EMPOWERED AND HAS NOT BEEN CREATED TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY, AND/OR OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(C) ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF THE ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH PURPOSE.

(D) EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

10. ASSESSMENTS AND LIENS CHARGES: The Association has the power to levy and collect assessments against each Unit and Unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including both regular assessments for each Unit's share of the common expenses as set forth in the annual budget and special assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special

charges against any individual Unit for any amount, other than for common expenses, which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Article 11 of the Bylaws and as follows:

10.1 Common Expenses. Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Elements and Association property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted to fund reserve accounts. For example, the cost of water and sewer service to the Units is a common expense. If the Board of Directors enters into a contract for pest control or communication and internet services in bulk or any other contract for services permitted by law for all Units, the cost of such services shall be a common expense.

10.2 Share of Common Expenses. The owner of each Unit shall be liable for a share of the common expenses equal to his or her share of ownership of the common elements and the common surplus.

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

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

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

10.6 Application of Payments, Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not paid by the tenth (10th) day shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for the assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose

a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees and costs, and finally to unpaid assessments and charges as required by law. The Association may refuse to accept a partial payment. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or regular installment as to a Unit becomes more than thirty (30) days past due and a Claim of Lien recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Lee County, Florida, stating the description of the condominium parcel, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. Except as otherwise provided by law, the Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but is superior to, and takes priority over, any other mortgage or lien or encumbrance regardless of when the mortgage or lien or encumbrance was recorded. Any lease of a Unit is subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

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

10.11 Certificate as to Assessments. Within ten (10) business days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating

whether all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for the preparation of the certificate.

10.12 Collateral Assignment of Rents. In the event a Unit Owner is in default in payment of assessments for Common Expenses, the Association shall have the authority to collect rents directly from the Unit Owner's tenant. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with this Article 10 of this Declaration. Furthermore, notwithstanding any other remedy available to the Association under this Declaration, the Bylaws or applicable law, the Association shall have the following options when payment of assessments or charges are in default (more than ten days in arrears): The Association may, without order of the court, direct rental income (by written notice to the tenant with copy to Unit Owner) from Units in default to be paid directly to the Association, as provided under Florida Statutes, Section 718.116, until all outstanding assessments, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct.

10.13 Suspension of Use and Voting Rights. If a Unit Owner is delinquent for more than 90 days in paying a monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association property until the monetary obligation is paid. The Association may also suspend the voting rights of a member due to nonpayment of any monetary obligation to the Association which is more than 90 days delinquent for so long as the member remains delinquent.

10.14 Lien for Charges. There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for Common Expenses created herein. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner maintenance responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to any other Assessments for Common Expenses, and shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the Common Expense lien.

11. MAINTENANCE: LIMITATION UPON ALTERATION AND IMPROVEMENT: Responsibility for the protection maintenance, repair and replacement of the condominium property and restrictions on its alteration and improvements shall be as follows:

11.1 Association Maintenance. The maintenance, repair and replacement of the common elements or Association property shall be performed by the Association and the cost is a common expense. Notwithstanding the definition and description of Unit boundaries, and where otherwise specifically provided to the contrary in this Section and Section 11.2, the Association is responsible for the maintenance, repair and replacement of all exterior walls of the Building and the concrete or ceiling floor slabs. Same shall include, but not be limited to exterior painting, roofing and maintaining portions of the Condominium property exposed to the elements. The Association's maintenance, repair and replacement responsibility includes, without limitation: the front entry door to the Unit and all related door frame, door hardware and locks, originally installed windows, all lanai screen frames and screen supports and screens or screening but only during a building-wide railing and/or screen replacement project, or catastrophic event. Additionally, the Association will be responsible for all electrical conduits located outside the Unit, plumbing fixtures and installations located outside the Unit, other utility installations located within a Unit, but which, in fact, serve another Unit, or located outside the Unit for the furnishing of utilities to more than one Unit or the Common Elements. The Association shall be responsible for the maintenance and repair of the drywall that constitutes Common Elements of the Condominium, including the drywall abutting the exterior walls or ceiling of a Unit, but it will not extend to or include drywall of any interior partition walls except in the event that the Association must maintain, repair, or replace pipes, electrical wiring, etc. that are located in interior and which service other units. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble or destroy portions of the Condominium property, which the Unit owner is required to maintain, repair and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, base board, crown molding, etc.), provided that such items are part of the Condominium property as originally installed. Notwithstanding the foregoing the Association is not responsible for the maintenance, repair or replacement of Unit Owner installed improvements as provided in Section 11.2(C) below. In the case of any contradictory provisions between this Section or any other Section of the Declaration, Section 11.2(C) will control.

11.2 Unit Owner Maintenance. Each Unit owner is responsible, at his or her own expense, for all maintenance, repairs, and replacements of his or her own Unit and certain limited common elements. The owner's responsibility includes, without limitation, maintenance, repair and replacement of the interior side of the entrance door and all other doors within or affording access to the Unit; the circuit breaker panel and all electrical wiring going into the Unit from the panel, interior electrical fixtures, wall switches and receptacles, mechanical and plumbing fixtures, appliances, heating and air conditioning equipment located both inside and outside of the Unit, carpeting and other floor covering, door and window hardware and locks, and other facilities or fixtures located or contained entirely within his or her own Unit which serve only his or her own Unit; and all interior, partition walls which do not form part of the boundary of the Unit, except as provided in Section 11.1. However, any insurance proceeds paid to the Association with respect to any

loss or damage to the Unit covered by the Association's insurance, which loss would otherwise be borne by the Unit owner, shall be paid to the Unit owner. The Unit owner shall also have the following responsibilities:

(A) Interior Decorating. Each Unit owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, base board and crown molding, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. All units above the ground floor shall always be covered with flooring which provides sound-deadening properties which meets or exceeds the highest current standards for use in multi-level residential buildings as determined by the Board. This may include wall-to-wall carpeting or other floor coverings installed with sound insulating sub-flooring approved and properly inspected by the Association or its authorized representatives.

(B) Window Coverings; Shutters; Hurricane Protection. The covering and appearance of windows and doors, whether by shutters, draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association. Installation of all hurricane shutters shall be subject to the prior approval of the Board, and subject to such regulations as may be promulgated by the Board from time to time. Unit owners shall be responsible for the insurance, maintenance, repair, replacement and reconstruction/replacement after casualty of all hurricane shutters whether placed on windows, doors /including sliding glass doors, and lanais/terraces. Hurricane shutters placed over windows must be of a type approved by the Board.

(C) Modifications and Alterations. All modifications, installations or additions to the Unit or limited common elements must be approved by the Board in writing prior to being made. If a Unit owner makes any modifications, installations or additions to the interior or exterior of the Unit, including added windows and/or sliding glass doors or to the limited common elements (except as otherwise provided in Section 8.1(C) - Carports, the Unit owner and his or her successors shall be financially responsible for:

- (1) insurance, maintenance, repair and replacement of the modifications, installations or additions; and
- (2) all damages to other property or persons caused by such modifications, installations or additions; and
- (3) the costs of repairing, removing and replacing or reinstalling such modifications if their repair or removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property; and
- (4) damage to the modifications, installations or additions caused by work being done by the Association.

(5) the Association may require any Owner desiring to make an alteration to agree to be responsible for the maintenance and repair thereof and any resulting loss occasioned by said alteration. Said Agreement, if any, may be recorded in the Public Records of Lee County. The Unit Owner shall be responsible for all costs and any reasonable attorney fees incurred by the Association in obtaining the Owner's compliance with this Article 11.

(D) Use of Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that the Owner will be financially responsible for payment of all contractor's services, any and all costs incurred by whomever and any resulting damage to persons or property. All contractors and other workers hired by the Unit Owner must be properly licensed and insured.

11.3 Bulk Purchasing Agreements: If a bulk purchasing arrangement for various services that benefits all Unit owners equally becomes available to the Association, at the discretion of the Board the offer may be accepted or submitted for a vote by the membership.

11.4 Alterations by Unit Owners. No Owner may make or permit the making of any structural modifications or alterations to his Unit, the Common Elements, or the Limited Common Elements, or in any manner change the appearance of those elements of any portion of the condominium, except for the interior of the Unit, or make any structural change including electrical, mechanical, and plumbing components within the Unit interior without first obtaining the written consent of the Board of Directors on a specific architectural review form provided. Such consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional licensed to practice in Florida as a condition of reviewing any requested modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Casa Bonita Grande, the quality of the proposed alteration, objections of or disruption to neighboring residents, the safety to or the negative effect on the structural integrity of the building and its electrical, mechanical, and plumbing components and the safety of its residents and such other criteria as the Board may reasonably adopt in reaching its decision. If the Board determines to permit any alteration or addition which is visible from the exterior of the premises, from any vantage, said addition or improvement must also be approved by the Unit Owners in a manner provided in Section 11.6 of the Condominium Declaration. If any Unit Owner requests approval of an alteration or modification involving the removal or modification of any interior partition or wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein or the structural integrity of the Building or its

components. Additionally, if a Unit Owner makes any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements in accordance with Section 11.4 above, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility, which may be recorded in the Public Records of Lee County, if so desired by the Association, to place record notice that such responsibility passes with title to the Unit. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner, whether or not duly approved by the Board of Directors, may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installs the alteration, addition, or improvement (and their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien of equal dignity to the common expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

11.5 Alterations by Association. There shall be no material alterations or substantial additions which either changes the appearance or utility of the Common Elements or Association property or requires the expenditure of more than forty percent (40%) of the total annual budget including reserves (if applicable), unless approved by a majority of voting interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of a majority of the entire voting interests. Notwithstanding the foregoing, necessary maintenance, repair and replacement of the Common Elements, or Association maintenance, repair and replacement of the Common Elements, or Association property regardless of the level of expenditure, is the responsibility of the Board of Directors.

11.6 Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required above, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) which shall be secured by a Lien for Charges, as more specifically provided for under Article 10.

11.7 Negligence. Damage Caused by Condition of Unit. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his or her act or negligence, or by that of any member of his or her family or his or their guests, employees,

agents, or lessees. If any condition, defect, or malfunction existing within a Unit, if caused by the Owner's or other's negligence, shall cause damage to the Common Elements or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible). If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges, if necessary. Any Unit Owner who plans to be absent from the Unit for an extended period of time defined as more than twenty- four (24) hours must prepare the Unit for departure including insuring that the inside master water valve is shut off, and the Unit is otherwise secure. The Board of Directors may, by rule, also set standards for individual Unit Owner replacement responsibilities, as the Board determines reasonable. Without limitation, the Board may require the replacement of master water valves, and set standards for the type of master water valves (e.g., ball valves) and manner and frequency of repair or replacement of washer hoses, ice maker lines, hot water tanks, AC condensation drain lines, toilets, toilet gaskets and seals, and similar items which are prone to causing water leak problems in condominiums or for water conservation purposes.

11.8 Association Access to Units. Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units or to secure the Unit against weather or other hazards and to lessen or prevent damage to the Unit, other Units or Common Elements. In addition, the Association has easements over the Condominium Property, and a right of access to each Unit, as necessary for the Association to fulfill its maintenance, repair and replacement responsibilities under this Declaration, including maintenance of any portion of the Unit for which the Association is responsible herein. The Association shall further have the right to enter Units for the purpose of inspecting any portion of the Unit for which the Association is responsible for maintaining, or for which the Unit Owner is required by this Declaration to perform regular maintenance. Such easement and right may be exercised by the Association through its officers, directors, committee members, employees, contractors, or agents in their capabilities as such and by all emergency personnel in the performance of their duties as long as in compliance with Section 718.111(5), Florida Statutes. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Unit Owner, if practical.

11.9 Pest Control. The Association shall supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter the Unit or must

employ, at their own expense, a licensed pest control company to enter the Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control services provided by the Association is a common expense, the election of an Owner not to use the service shall not reduce the Owner's assessments.

11.10 Hurricane Protection. The Board of Directors shall adopt and approve a model, style and color of hurricane shutter and any wind resistant laminated glass which may be required for use in the Condominium. No replacement or newly added hurricane shutter or wind resistant laminated glass, except of the standard model, color and style adopted and approved by the Board of Directors shall be used in or upon the Condominium.

11.11 Mitigation of Dampness and Humidity. Each Unit Owner shall be required to maintain appropriate climate control, keep his or her Unit clean, dry, well-ventilated and free of contamination. Each Unit Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become toxic and potentially pose a health risk. Owners are required to immediately notify the Board of (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or Common Elements; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning; and (iv) any inoperable doors or windows and each Unit Owner shall be responsible for damage to the Unit, the Common Elements and personal property as well as any injury to the Unit Owner and/or occupants of the Unit resulting from the Unit Owner's failure to comply with these terms. Each Unit Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Unit and Common Elements if the Unit Owner fails to remediate same and each Unit Owner shall be responsible for the repair and remediation of all damages to the Unit, other Units and to Common Elements caused by mold. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released Association from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Unit Owner, his/her family members and/or guests, tenants, invitees and/or pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. Additionally, each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Association shall not be responsible, and Association hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, his/her family members and/or guests, tenants, invitees and/or pets of all of the aforementioned persons, as result of mold, mildew, fungus or spores, regardless of the source or cause thereof. Association does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development

of same. Further, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right, but not the obligation, to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as hereby required (with all utility consumption costs to be paid and assumed by the Unit Owner).

11.12 Unit Floor Coverings. Carpeting is not required. However, all Units or any portion thereof which is not carpeted is required to have sufficient sound proofing under flooring material as specified and approved by the Association per Section 11.2A to prevent sound transmission and protect the cement base.

11.13 Maintenance of Plumbing Connections, Hoses and Fixtures. The Association may embark on a program to inspect, maintain, repair, and replace the main water shutoff valve and other plumbing components for each Unit. The Association shall have an irrevocable right of access, as provided in Section 11.8 of this Declaration, for the purpose of exercising its responsibilities under this Section. Unit Owners shall be responsible for the maintenance, repair, and replacement of the Unit's hot water heater. Failure of a Unit Owner to replace or properly maintain the Unit's hot water heater shall be deemed as negligence and the Unit Owner shall be held responsible for any damage resulting from the leakage or failure of the hot water heater pursuant to Section 11.7 of this Declaration. Tankless water heaters are recommended by the Board and are exempt from this requirement. The Board of Directors may, by rule, also set additional standards for individual Unit Owner replacement responsibilities, as the Board determines reasonable.

11.14 Absence from Unit. Any Unit Owner who plans to be absent from the Unit for an extended period of time defined as more than twenty-four (24) hours must prepare the Unit prior to departure by shutting off the water line to the Unit at the main water shut off. Failure to do so shall be deemed an act of negligence and the Unit Owner shall be held responsible for any damage from water leaks resulting therefrom pursuant to Section 11.7 of this Declaration.

11.15 High Risk Components; Inspection, Maintenance, Repair and Replacement.

(A) Board Designation of High-Risk Components. The Board of Directors may, from time to time, determine that certain portions of the Owners' Units required to be maintained by the Owners, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired, or replaced. By way of example, but not limitation, these portions, objects, or appliances might include smoke detectors, dryer vents, water valves, water heaters, and air conditioners. Those items determined by the Board of Directors to pose such a particular risk are referred to as "high-risk components." Failure to comply with the requirements regarding a high-risk component creates a rebuttable presumption that the Unit Owner was negligent if the high-risk component fails and causes damage to persons or property.

(B) Requirements for Care of High-Risk Components. At the same time that it designates a high-risk component, or at a later time, the Board of Directors may require one or more of the following with regard to the high-risk component:

- (1) That it be inspected at specified intervals by a representative of the Association or by an inspector or inspectors designated by the Board of Directors.
- (2) That it be replaced or repaired at specified intervals or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.
- (3) That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board of Directors.
- (4) That when it is repaired or replaced, the installation includes additional components of installation specified by the Board of Directors.
- (5) That it be replaced or repaired by contractors having particular licenses, training, or professional certification, or by contractors approved by the Board of Directors.
- (6) If the replacement or repair is completed by a Unit Owner, then it must be inspected by a person designated by the Board of Directors.
- (7) That the Owner must take certain precautionary steps when not occupying the Unit to prevent foreseeable damage such as but not limited to turning the water off at the main valve.

12. USE RESTRICTIONS: The use of the units shall be in accordance with the following provisions as long as the Condominium exists:

12.1 Units. Each Unit shall at any time be occupied by only one family, its staff and guests, as a residence and for no other purpose. The owner of the Unit shall be responsible for the proper conduct of all occupants, including any minor children. No business, commercial activity or profession may be conducted from any Unit, nor may the name of the condominium or the address of any Unit be publicly advertised as the location of any business. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incident to residential use. This Section 12.1 is, however, intended to prohibit commercial or business activity by a Unit Owner which would unreasonably disrupt the residential nature of the Building, or make it obvious that a business is being conducted,

such as by regular or frequent traffic in and out of the Condominium by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients. No more than six (6) persons may permanently occupy a two (2) bedroom Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than fourteen (14) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred.

12.2 Pets and Assistance Animals. Only the owner of each Unit may keep one (1) small pet, of a normal domesticated household type (such as a cat or dog) in the Unit. The pet may not exceed a weight of thirty (30) pounds at maturity, and the pet or assistance animal must be leashed at all times while on the condominium property outside of the Unit. No pet is allowed in the community or exercise room, enclosed pool area, or second story deck area. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet or assistance animal which becomes a source of unreasonable annoyance or a danger to other residents of the Condominium. No pets of any kind are permitted in leased units. No reptiles, amphibians or livestock may be kept in the Condominium.

12.3 Nuisances. No owner shall use his or her Unit, or permit it to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. Common hallways, stairways and other common areas shall not be obstructed, littered, defaced or misused in any manner. Lanais, patios, porches, walkways and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, with the exception of the Association owned grill, for cleaning of rugs or other household items, or for storage of bicycles or other personal property. Unless for normal household use or for normal landscaping requirements, the storage of flammable, combustible, explosive fluids, gases, chemicals or substances, other than for bonafide life support systems, is not permitted anywhere on Condominium Property.

12.4 Signs. No signs may be permitted to be posted or displayed outside of any Unit nor displayed or posted inside a Unit which is, in fact, visible from and can be viewed from outside the Unit.

12.5 Vehicles; Parking. No motor vehicle (including motorcycles) shall be parked anywhere on the Condominium Property except in the designated parking spaces. No trucks, or commercial vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the Condominium Property. Trailers, boat trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept on the Condominium

Property. That notwithstanding, motor homes and recreational vehicles meeting the definition of 12.5(G) may be parked for up to one (1) hour to load and unload the motor home. All vehicles must be properly licensed and registered and display proper Association issued identification. Notwithstanding any provisions in this section to the contrary, no vehicle may be parked in such a manner as to occupy more than one parking space. Additionally, no vehicle may be used as living quarters while parked on Condominium property. Guest parking spots are intended for bonafide guests only. The Board is empowered to adopt and enforce additional rules pertaining to parking.

(A) "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, lettering, displays, equipment, inventory, apparatus or otherwise indicates a commercial use or has commercial license plates.

(B) "Trucks" means any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, "topper" or other enclosure. This definition shall specifically permit parking or keeping non-commercial "pickup trucks" of one-ton weight load carrying capacity or less and shall allow passenger "custom" and like vans (provided same are not "commercial" vehicles, as defined above).

(C) "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

(D) "Trailers" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

(E) "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

(F) "Motorcycle" means any motor vehicle on two or more wheels propelled by an engine and shall include "ATV's", motor scooters, motorcycles, and mopeds powered by engines.

(G) "Motor Homes" or "Recreational Vehicle" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

(H) "PODS" and Home Renovation Storage Containers may only be stored or kept on an Owner's parking space or on such other area as designated by the Board, and only on a temporary basis for the purpose of loading and unloading and in no event beyond twenty-four (24) hours, unless otherwise approved in writing by the Board.

(I) No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. The Board, or any of the Board's agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the Owner of the vehicle that it is considered to be in violation of the condominium Rules and Regulations. The Owner of such vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the Owner cannot so demonstrate or if the Owner does not contact the Board, the vehicle may be towed and stored at the Owner's expense.

(J) A speed limit of fifteen (15) miles per hour applies through the Condominium Property. Unnecessary vehicle noises are to be avoided within the grounds.

(K) Vehicle maintenance is not permitted on the Condominium Property except for the checking of oil and other fluids and the changing of batteries. Cleaning the interior of the vehicle and waxing the exterior is permissible. Exterior vehicle washing is permitted in the designated area only. Emergency repairs to vehicles, such as changing a flat tire is permissible.

(L) In order to ensure the accessibility to the Condominium Property by fire, ambulance and other emergency personnel, the Board of Directors shall have the authority to establish parking policies. Said restrictions shall become enforceable upon providing each Owner with notice thereof either through written notice or electronic notification to the Owners or the posting of signs.

(M) Any vehicle parked or otherwise in violation of this Section 12.5 is subject to towing. Once the owner of the vehicle is notified that the vehicle is in violation of the condominium Rules and Regulations, the Owner of such vehicle shall have five (5) business days from the date of the notification to correct the violation and notify the Board of the same. If the Owner fails to timely correct the problem and respond to the board, the vehicle will be towed and stored at the Owner's expense.

12.6 Outdoor Cooking and Barbequing/Grilling. No barbeque grills or cooking apparatus of any type shall be permitted anywhere in the common areas of the Condominium Property, except as provided by the Association for all residents to use.

12.7 Flags. Any Unit Owner may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. No other flags or banners, i.e. team, college, sport, political or decorative are allowed.

12.8. Guest Occupancy. A "guest" is defined as a person who enters the Condominium Property at the invitation of a Unit Owner, (or their respective families) for the purpose of visiting the Unit Owner (or his respective family), or utilizing the Condominium Property. Guests are not permitted to bring a pet of any kind to the Condominium. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy.

The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article and to define and regulate guest occupancy.

12.9 Smoking. The Association wishes to conform to the Florida Clean Indoor Act. For the safety and welfare of Unit Owners, lessees, renters, guests, visitors and contractors, only the following areas are designated as allowed for smoking or vaping:

(A) Within the walls of the Unit. "Within the walls" is defined as having all openings to the outside closed (all windows and doors to the outside must be closed).

(B) Inside a closed vehicle on the Common Element parking lots.

(C) Only the Common Element areas designated and approved by the Board.

Secondary smoke is very harmful and is to be avoided to the same extent as primary smoking. In order to assure the safety and welfare of owners, lessees, guests, visitors and contractors, smoking or vaping is expressly prohibited in the following areas: Lobby areas and elevators, the pool area, community room, individual Unit lanais (Limited Common Element) unless enclosed in glass and closed, walkways on each floor, and anywhere on the grounds not specifically designated as permitted smoking areas.

13. LEASING OF UNITS. This Section applies to all forms of occupancy for which the Owner receives or will receive any form of consideration, including but not limited to occupancy pursuant to a license or transient rental agreement. All leases of Units or rentals of Units must be in writing. A Unit Owner may lease, transfer the occupancy right or rent only his or her entire Unit, and then only in accordance with this Section. The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the Unit Owner, if the Owner fails or refuses to follow the required procedures or fails to comply with rental restrictions. The provisions herein shall apply to all occupants who were not previously approved as part of the initial application. The proposed occupants have no occupancy or

use rights unless approved by the Board as provided for herein following the procedures in this Section.

13.1 Procedures.

(A) Notice. An Owner intending to lease or rent his or her Unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed lease together with the name and address of the proposed lessee and all other proposed occupants, and other information that the Board may reasonably require.

(B) Failure to Give Notice. Any lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the Unit Owner.

13.2 Term of Lease and Frequency of Leasing. The minimum lease or rental term is one (1) month or thirty (30) continuous days, whichever is less. No new lease shall be permitted until at least 30 days have elapsed since the first day of the last lease. The maximum term of any lease is twelve (12) months or one (1) year. All leases shall be limited to six (6) permanent occupants per Unit. Absolutely no subleasing or assignment of lease or rental rights by the lessee is allowed. No Unit may be offered or advertised for lease for any lease term of less than thirty (30) continuous days.

13.3 Occupancy During Lease or Rental Term. Neither tenants nor their guests, if any, may keep or have a pet within any Unit or anywhere on the Condominium premises.

13.4 Use of Common Elements and Common Areas. A Unit Owner whose Unit is leased or rented transfers and assigns all rights and privileges to use the Condominium Property during the term of lease. This includes, but is not limited to, the use of any parking areas and recreational facilities.

13.5 Regulation by Association.

(A) All of the provisions of the Condominium Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee, tenant, or guest to the same extent as against the Owner. The Association may require lessees or tenants to post a security deposit as provided by law to protect against damage to the Common Elements. Every lease or rental agreement, whether oral or written, shall be deemed to include a covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Condominium Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant.

(B) The Board of Directors shall have the authority to approve all leases and rentals which authority may be delegated to a committee of Unit Owners or an agent. The Board shall have the authority but not the obligation to promulgate or use a uniform lease or rental application and require such other information from the proposed occupant as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, or a commercial tenant screening concern. The Board may conduct or cause to be conducted background checks and credit checks on all proposed occupants. It is understood that the terms lease and rental may be used interchangeably. The Association may charge a fee for consideration of lease or rental applications which shall not exceed the maximum fee prescribed by law (currently \$150) per adult except for spouses who may only be charged one fee. No fee will be charged for renewals of an existing lease where the occupants have not changed and there has been no break in occupancy.

(C) The uniform lease and other leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and shall entitle the Association to evict the tenant. If a tenant fails to abide by the applicable documentary regulations, the Unit Owner shall be responsible for the conduct of the tenant. The Unit Owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings. If the Unit Owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitations, the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees incurred in connection with such actions from the Unit Owner in the same manner as common expense charges.

(D) Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed leases within fifteen (15) days of receipt of such information for approval. All requests for approval not acted upon within fifteen (15) days shall be deemed approved. If the Association disapproves a proposed lease the Unit Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made. The Association shall have no duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if any denial would be based upon any of the following reasons: (In determining whether cause exists to deny a lease the Board shall, on a case-by-case basis, consider mitigating factors such as the recency of events and the detrimental impact on the Condominium. The Association is an equal opportunity provider of housing and no lease or rental will be denied for an illegal discriminatory reason.)

(1) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or

property, or a felony demonstrating dishonesty or moral turpitude or is a registered sexual offender or predator in any jurisdiction.

(2) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval or any proposed occupant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an Owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

(3) The person seeking approval or any proposed occupant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations or associations, or by his or her conduct in this condominium as a Unit Owner or occupant of a Unit.

(4) The person seeking approval or any proposed occupant has failed to provide the information, fees, or appearances required to process the application in a timely manner.

(5) All assessments, fines and other charges against the Unit have not been paid in full.

(6) The applicant or any proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

(7) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts. The Board may impose a minimum FICO score requirement.

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

14.1 Forms of Ownership:

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

(B) Co-Ownership. Co-ownership of units is permitted. If the co-owners are other than spouses, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant". The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations. Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a Unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant". The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. Within thirty (30) days of the effective date of this provision, each owner of a Unit which is owned in the forms of ownership stated in preceding subsections (B) and (C) shall designate a primary occupant in writing to the Association. If any Unit owner fails to do so, the Board of Directors shall make the initial designation for the owner, and shall notify the owner in writing of its action.

(E) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under 14.2 (B) below. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights and shall be subject to Subsection (B), above.

14.2 Transfers.

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

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

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

(D) To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members or to an agent such as the manager. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

14.3 Procedures.

(A) Notice to Association.

(1) Sale or Gift. An owner intending to make a sale or gift of his or her Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser or donee and his or her spouse, if any, as a condition for approval.

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

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

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

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

(C) Disapproval

(1) With Good Cause. Approval of the Association shall be withheld only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. In determining good cause the Board shall consider on a case-by-case basis mitigating factors such as the recency of events and the detrimental impact on the Condominium. If a transfer is denied for good cause the Association is not obligated to purchase the Unit or find an alternate buyer. The following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval or any of the proposed occupants has been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude, or is a registered sexual offender or predator in any jurisdiction;

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

(c) The application for approval on its face indicates that the person seeking approval or any of the proposed occupants intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

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

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

(f) The transfer to the person seeking approval would result in that person owning more than three (3) units in the Condominium; or

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

(2) Without Good Cause. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 1 4.3(A)(3), then within 30 days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner or transferee (hereinafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his or her own title insurance, and all costs of mortgage financing, real property taxes and condominium assessments shall be prorated for the year of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place not longer than sixty (60) days after the date of the Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

(3) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his or her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to a purchase at a judicial sale or to the acquisition of title by a mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure but this Section 14 is applicable to any subsequent transfer by the mortgagee.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board. The Association is an equal opportunity provider of housing and no transfer will be disapproved for an illegal discriminatory reason.

14.6 Fees for Processing Applications for Approval to Purchase or Occupy. Whenever herein the Board's approval is required to allow the sale, other transfer or occupancy of a Unit, the Association may charge the owner a preset fee for processing the approval, such fee not to exceed the maximum amount allowed by law (currently \$150 per applicant).

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

15.1 By the Unit Owner. Each Unit Owner shall insure his/her own Unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, and electrical fixtures that are located within the Unit and service only such Unit, and which are required to be repaired or replaced by the Owner as well as any other items enumerated by the Florida Condominium Act as the insurance responsibilities of the Unit Owner; and all alterations, additions and improvements made to the Unit or the Common Elements by the Owner or his predecessors in title. Each Unit Owner must carry insurance and the Unit Owner bears financial responsibility for any damage to his property or liability to others regardless whether the Unit Owner has procured sufficient insurance.

15.2 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the condominium documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

15.3 Required Coverage. The Association shall maintain adequate insurance covering all of the buildings and the common elements as well as all Association property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

(A) Property Insurance. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general property (including mold) and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements (including Limited Common Elements), the Units, and the personal property of the Association, for the replacement value thereof, including coverage for changes in building codes, if reasonably available and determined commercially practicable by the Board, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion. The Association shall determine the replacement value of the Insurable Improvements through independent appraisal, at least every 36 months, so long as required by the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductibles, as required by the Act, so long as required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11) of the Act. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every property insurance policy issued to protect a Condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or lanai electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; and replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners shall also be responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

(B) Flood. Up to the maximum amount permissible, if available through the National Flood Insurance Program.

(C) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner.

(D) Automobile. Automobile liability for bodily injury and property damage for all hired and/or non-owned motor vehicles in such limits of protection and with such coverage as may be required by the Board of Directors.

(E) Workers' Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

(F) Statutory Fidelity Bond. The Association shall require all persons disbursing or controlling Association funds to be properly bonded and to procure and maintain an insurance policy or bond that covers the maximum funds that will be in the custody of the Association or its management agent at one time.

(G) Directors and Officers Liability

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Unit owners. Some of the more common options include:

(A) Additional flood insurance.

(B) Mechanical and Machinery coverage (includes breakdown on air conditioning units).

(C) Broad Form Comprehensive General Liability Endorsement.

(D) Elevator Liability & Elevator Collision.

(E) Medical Payments.

(F) Leakage, seepage and wind-driven rain.

(G) Endorsement for loss by operation of local ordinance.

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

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

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear. All proceeds from policies purchased by the Association shall be payable only to the Association. The Association shall have the duty to receive such proceeds as are paid, and to hold the same for the benefit of all of the Unit Owners and to apply such proceeds to the repair and replacement of the Common Elements or other portions of the

Condominium Property which were damaged or destroyed by the casualty for which the insurance proceeds were paid.

(A) Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. No mortgagee shall have the right to require application of insurance proceeds to any mortgage it may hold against a Unit unless insurance proceeds on account of damage to that Unit are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no mortgagee shall have the right to participate in determining whether improvements will be repaired or reconstructed after casualty.

(B) Deductibles. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid as provided in Section 718.111(11) Florida Statutes.

15.8 Common Expenses. Any portion of the Condominium Property required to be insured by the Association against property loss pursuant to Florida Statutes Section 718.111(11)(f) which is damaged by casualty shall be reconstructed, repaired or replaced as necessary by the Association as a common expense. All property insurance deductibles, uninsured losses and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a common expense of the condominium except that:

(A) A Unit Owner is responsible for the cost of repairs or replacements of any portion of the Condominium Property which is not paid by insurance proceeds, if such damage is caused by that owner's intentional conduct, negligence or failure to comply with the terms of the Association's Declarations, Bylaws, or Rules and Regulations.

A Unit Owner is likewise responsible for the cost of repairs or replacements of any portion of the Condominium Property which is not paid by insurance proceeds, if such damage is caused by that Unit Owner's guests, invitees, tenants, or contractors as a result of intentional or unintentional conduct, negligence, or failure to comply with the terms of the Association's Declarations, Bylaws, or Rules and Regulations.

(B) The provisions of Section 14.8(A) above regarding the financial responsibility of a Unit Owner for the costs of repairing or replacing other portions of the Condominium Property also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure under Florida Statutes Section 718.111(11)(g).

(C) To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this Section is reimbursed to the Association by insurance proceeds, and, to the extent the Association has collected the cost of such repair or

reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.

(D) The Association is not obligated to pay for the repair or reconstruction of property losses as Common Expenses if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that casualty was settled or resolved with finality, or denied on the basis that it was untimely filed.

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

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

16.1 Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage, less the deductible, shall be distributed to the owner(s) of the damaged Unit(s) in shares as provided in Section 15 of this Declaration of Condominium. The owner(s) of the damaged Unit(s) shall be responsible for reconstruction and repair, and no other person, including the Association, is liable for the cost thereof in the absence of legal fault unless required by Section 718.111(11) Florida Statutes.

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

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

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

16.3 Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4ths) or more of

the total units are rendered uninhabitable. Should such "very substantial" damage occur then:

(A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions, as further provided in Section 18 of the Bylaws. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Condominium Property or Association property as might be reasonable under the circumstances to protect the Condominium Property or Association property from further damage or deterioration. This authority includes the authority to expend any and all available Association funds, including reserves.

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

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

(1) If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds 10% of the value of the building before the casualty occurred, the Condominium shall be repaired and reconstructed unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote for termination, in which case the Condominium shall be terminated.

(2) If upon the advice of legal counsel and construction experts, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of Units; or if the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding 10% of the value of building before the casualty occurred, the Condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote against termination. If the requisite number of Unit Owners vote against termination, the Board of Directors shall levy such assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the special

assessments shall be added to the funds available for repair and reconstruction.

(3) If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by at least two-thirds of the Board of Directors shall be binding upon all Unit owners.

D. Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and reconstruction come first from insurance proceeds; if there is an excess of insurance proceeds left in the funds held by the Association after the payment of all costs of repair, and reconstruction, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 15.7 above.

E. Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable, if repairs and reconstruction are not begun and completed within a reasonable period of time, the Owner of the uninhabitable Unit may petition a court for equitable relief. For purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction and is completed within twelve (12) months thereafter. Nothing in this section shall preclude the Board from modifying these parameters based on current permitting and/or construction limitations.

F. Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the existing structures, or according to different plans and specifications approved by the Board of Directors, by the owners of fifty-one percent (51%) of the voting interests, and by the Primary Institutional Mortgagee, if any. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the Unit Owner and his institutional mortgagee, if any.

G. Reconstruction Work. All reconstruction work shall be undertaken by the Association. A Unit Owner may undertake reconstruction work on portions of his or her Unit only with the prior written consent of the Board of Directors. Such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor or the contract that is used for that purpose. If a Unit Owner performs work or hires a licensed contractor to do the work, the obligation to ensure that all necessary building permits are obtained shall rest with the Unit Owner.

H. Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority:

1. To determine after a casualty whether the Units can be safely occupied.

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

3. To take such action as shall then appear reasonably necessary to mitigate damage to any portion of the Condominium Property, specifically including, without limitation, tearing out wet drywall and carpet within a Unit, to prevent the spread of fungus (mold, mildew, etc.) and to remove personal property from the Unit and store same at an offsite location in order to preserve such personal property from damage or loss, on behalf of a Unit Owner. This authority applies to all manner of personal or real property which has been damaged or threatened with damage as a result of any casualty, including such personal or real property which the Unit Owner is obligated to insure and/or replace. In the event the Board has taken such action as described in this paragraph, the Unit Owner shall be obligated to reimburse the Association for expenses incurred by the Association in the course of removing and/or storing Unit Owner's personal or real property.

4. To determine whether or not the Unit's air conditioning Unit is functioning effectively.

5. To contract on behalf of Unit Owners, with Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes that allocable portion of the dry-out expense is incurred by the Association in drying out the Unit Owner's property and/or that which falls under the Unit Owner's obligation to insure.

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

17. CONDEMNATION:

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

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

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

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

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

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

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

17.6 Units Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

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

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

(C) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of units.

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

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

17.7 Taking of Common Elements. Awards for the taking of Common Elements only shall be used to make the remaining portion of the Common Elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall become part of the common surplus.

17.8 Amendment of Declaration. Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of Common Expenses that are necessitated by condemnation or eminent domain shall be accomplished by amending this Declaration and Exhibit "A" in conformity to the changes mandated by Sections 17.5 and 17.6 above. Such amendments need be approved only by the Owners of a majority of the Units. Approval of, or joinder by, lien holders is not required for any such amendment.

18. TERMINATION: The Condominium may be terminated in the following manner:

18.1 Methods of Termination. The Condominium may be terminated under any one of the following alternatives:

18.1.1 Termination Because of Economic Waste or Impossibility. Notwithstanding anything to the contrary in this Declaration, the Condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:

(A) the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or

(B) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

It is the intent of this provision to incorporate Section 718.117(2), Florida Statutes, as amended from time to time.

18.1.2 Optional Termination. Except as provided in Section 18.1.1, the Condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium only if not more than five percent (5%) or as otherwise provided by Florida Statute, of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3), Florida Statutes, as amended from time to time.

18.1.3 Very Substantial Damage. If the Condominium suffers major damage, which shall mean that more than one-half of the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors, the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

18.1.4 Mortgage Lienholders. Notwithstanding any provision to the contrary in this Declaration or Chapter 718, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Sections 718.117(16), Florida Statutes, as amended from time to time.

18.2 Procedures for Termination and Sale. The termination of the Condominium via either of the methods set forth in 18.1.1 through 18.1.3 herein shall be as set forth in Section 718.117(4) - (20), Florida Statutes, as amended from time to time.

18.3 Amendment. This Article 18 may be amended in the same manner in which this Condominium Declaration may be amended generally, as set forth in Article 21.

19. OBLIGATION OF OWNERS:

19.1 Duty to Comply; Right to Sue. Each Unit owner, his or her tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the Bylaws and the Rules and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit owner against:

- (A) The Association;
- (B) A Unit owner;
- (C) Anyone who occupies a Unit or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

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

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

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

19.5 Notice of Lien or Suit.

(A) Notice of Lien. A Unit owner shall give to the Association written notice of every lien upon his or her Unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the Unit owner receives actual notice of the attachment thereof.

(B) Notice of Suit. A Unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his or her Unit, such notice to be given five (5) days after the Unit owner receives actual knowledge thereof.

(C) Failure to Comply. Failure of an owner to comply with this Section 19.5 will not affect the validity of any judicial suit, however, the failure may render the owner liable to any party injured by such failure.

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the institutional mortgagee of a Unit shall be required for any amendment to the Declaration which would decrease the percentage interests of the Unit in the ownership of the common elements, except as otherwise may be provided in this Condominium Document Provided in Sections ~~17.5(C)~~, 17.6(C) and 17.8.

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

20.3 Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the liability of the mortgagee for the share of Common Expenses or assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the parcel, which came due prior to the mortgagee's acquisition of title shall be governed by the Condominium Act, as it may be amended from time to time. Any unpaid share of common expenses which such acquirer is exempt from liability becomes a common expense collectible from all Unit owners, including such acquirer and his or her successors and assigns. No owner or acquirer of title to a condominium parcel by foreclosure or by a deed in lieu of foreclosure may be excused from the payment of any assessments coming due during the period of such ownership.

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

therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

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

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

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

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

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

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

21. AMENDMENT OF DECLARATION. Except as otherwise provided herein, all amendments to this Declaration shall be proposed and adopted in the following manner:

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the owners of one-third (1/3rd) of the units.

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

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended by concurrence two thirds (2/3) of the voting interests who are present and voting in person or by proxy at any annual or special meeting called for the purpose. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.11 of the Bylaws.

21.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by officers of

the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

21.5 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless the record owner of the Unit and his or her institutional mortgagee, if any, consents in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17. No amendment shall operate to unlawfully discriminate against any Unit owner nor against any class of Unit owners.

21.6 Enlargement of Common Elements. The common elements designated by this Declaration may be enlarged to add real property acquired by the Association through amendment of the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of the Declaration. The amendment must be approved by at least two-thirds (2/3) of the voting interests. The amendment divests the Association of title and vests title in the Unit owners without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant to the units.

21.7 Correction of Errors. If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

22. MISCELLANEOUS

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not effect the remaining portions thereof.

22.2 Applicable Statutes. The validity, application and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as amended from time to time.

22.3 Conflicts. If there is an irreconcilable conflict between any provision of this Declaration, the Governing Documents or the Condominium Act, then the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Bylaws, the Declaration shall control.

22.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all

parties unless alleged to be unreasonable. In this instance, a written opinion rendered by independent legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

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

22.6 Gender. Any reference to gender is immaterial and unintended. This document is intended to be gender neutral.

22.7 Headings and Capitalization. The headings used in the Condominium Documents, and the capitalization of certain words, are for reference and convenience purposes only, and do not constitute substantive matter intended to be considered in construing the terms and provisions of these documents.

EXHIBITS

A - The Land as described in the original Declaration incorporated herein by reference only and not attached.

B - The Survey and Plot Plan as described in the original Declaration incorporated herein by reference only and not attached.

C – The Articles of Incorporation.

D – The Bylaws.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CASA BONITA GRANDE CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of Casa Bonita Grande Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on February 9, 1977, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Casa Bonita Grande Condominium Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Casa Bonita Grande Condominium Association, Inc., and its address is 25900 Hickory Boulevard, Bonita Springs, Florida 34134

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Casa Bonita Grande Condominium, located in Lee County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration of Condominium, the Bylaws or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to said Declaration as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property.
- (C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.

(D) To reconstruct improvements after casualty and to make further improvements of the condominium property.

(E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, condominium property and the operation of the Association.

(F) To approve or disapprove the transfer, leasing, renting and occupancy of units, as provided in the Declaration of Condominium.

(G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.

(H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.

(J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

(K) To borrow money without limit as to amount if necessary to perform its other functions hereunder.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP:

(A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.

(B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his or her unit.

(C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be appointed by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE VII

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

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition, signed by at least one-fourth (1/4) of the voting interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Except as otherwise provided for by Florida law, these Articles of Incorporation may be amended by vote of two-thirds (2/3) of the entire voting interests voting in person or by proxy at any annual or special meeting, provided that notice of any

proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida.

ARTICLE VIII

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he or she may be a party because of his or her being or having been a Director or officer of the Association. The Association shall advance the attorneys fees and costs during the pendency of the matter. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his or her actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his or her action was unlawful or had reasonable cause to believe his or her action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

**AMENDED AND RESTATED BYLAWS
OF
CASA BONITA GRANDE CONDOMINIUM ASSOCIATION INC.**

1. **GENERAL.** These are the Amended and Restated Bylaws of Casa Bonita Grande Condominium Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 **Principal Office.** The principal office of the Association is at 25900 Hickory Boulevard, Bonita Springs, Florida 34134.

1.2. **Definitions.** All of the initially capitalized terms used herein shall have the meanings set forth in the Condominium Declaration for Casa Bonita Grande Condominium (the "Declaration"), unless defined otherwise herein. In addition, the following terms shall have the following meanings:

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

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

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

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

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

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

"Members Meeting" shall mean any meeting of the Unit Owners held in accordance with these Bylaws and the Act.

2. **MEMBERS.**

2.1 **Voting by Members.**

2.1.1 **Majority Vote.** The acts approved by Unit Owners holding a majority of the Voting Interests of the Association present in person or by proxy at a Members Meeting at

which a quorum is present shall be binding upon all Unit Owners except where otherwise provided by law or in the Condominium Documents.

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

2.1.2.1 Unit Owned By Spouses. Either spouse (but not both) may exercise the voting interest with respect to a Unit. In the event the spouses cannot agree, neither may exercise the voting interest.

2.1.2.2 Trusts. In the event that any trust owns a Unit, the Association shall have no obligation to review the trust agreement with respect to such trust. In the event that any form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the voting interest with respect to any Unit shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

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

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

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

2.2. Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a voting interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests.

2.3 Proxies. Votes may be cast in person or by use of a limited proxy complying with the requirements of the Act. All of the provisions of the Act regarding general and limited proxies are incorporated into these Bylaws by reference (currently Section 718.112(2)(b)2 of the Florida Statutes). A proxy holder must be a Unit Owner.

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1, above. At that time the membership of the prior owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS MEETINGS.

3.1.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in the Association Community Room, or other location, including virtually, as determined by the Board, in Lee County, Florida, each year during the month of March at a day, place and time designated by the Board of Directors.

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

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

3.2 Special Members Meetings.

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

3.2.2 Purpose and Notice. Special Members Meetings may be called for any purpose permitted by law. The business conducted at a Special Members Meeting shall be limited to that stated in the notice of the Special Members Meeting, which shall include an agenda. Advance notice shall be mailed, hand delivered, or electronically transmitted to Unit Owners at least fourteen (14) continuous days prior to the Special Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Special Members Meeting, all as specifically provided in the Act.

3.2.3 Agenda. The Agenda for a Special Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: call to order; collection of votes not yet cast; proof of notice of the Members Meeting or waiver of notice; special items of business, and adjournment.

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

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

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

3.6 Vote Required. The acts approved by a majority of the votes cast at a meeting at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a higher vote is required by law or by any provision of the condominium documents.

3.7 Proxy Voting. Votes may be cast at a meeting in person or by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and/or any lawful adjournment of that meeting. No proxy shall 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 the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the unit; it must specify the date, time and place of the meeting for which it is given; and the original proxy must be delivered to the Secretary before the appointed time of the meeting or adjournment thereof. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy as long as it contains the information required above, including an image of a handwritten signature. A scanned image, attached to an email in a form that can be displayed and printed by software commonly used for such purposes, but not an email without such attachment, may be used as a lawful proxy. Holders of proxies must be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. All of the provisions of the Act regarding general and limited proxies are incorporated into these Bylaws by reference (currently Section 718.112(2)(b)2 of the Florida Statutes).

3.8 Rescheduled Members Meetings. If any proposed Members Meeting cannot be organized because a quorum has not been attained or sufficient votes have not been received to adopt an item, the Members who are present, either in person, virtually or by proxy, may reschedule the Members Meeting, provided notice of the newly scheduled Members Meeting is given in the manner required for the giving of notice of a Members Meeting.

3.9 Order of Business. The order of business at members meetings shall be substantially as follows:

- (A) Call of the roll or certification of quorum
- (B) Reading or disposal of minutes of last members meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (annual meeting only)
- (F) Old Business
- (G) New Business
- (H) Adjournment

3.10 Minutes. The minutes of all Members Meetings shall be kept in written and/or electronic format available for inspection by Unit Owners, or their authorized representatives, and Directors at any reasonable time. The Association shall retain these minutes forever.

3.11 Parliamentary Rules. Robert's Rules of Order (latest edition) shall ~~govern~~ guide the conduct of the Association meetings when not in conflict with the law, with the Declaration or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by mail or other verifiable electronic means without a meeting if written consents to the action are signed by members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or sixty percent (60%) of the total votes of the entire membership whichever is greater, unless a lesser vote is required by law. If the requisite number of written consents are received by the Secretary within thirty (30) days of mailing notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if a full membership meeting had been held and the action approved thereat. Nothing in this paragraph shall be construed in derogation of the members' right to call a special meeting. The written consents used to authorize an action without a meeting shall become a part of the Association's Official Records.

4. BOARD OF DIRECTORS.

4.1 Membership. The affairs of the Association shall be governed by a Board with five (5) Directors each of whom shall serve for a term of two (2) years and until his/her successor is duly elected. In order to provide continuity of service, directors' terms have been staggered and the term of each Director's service shall be for a term of two (2) years and shall expire at the Annual Members Meeting although such board members may stand for reelection as provided in the Bylaws. In accordance with Florida Statute, no board member may serve for more than eight consecutive years unless there are no other candidates seeking such position.

4.2 Qualifications. Each Director must be a member or the spouse of a member; provided, however, co-owners of a Unit are not eligible to serve on the Board at the same time unless they own more than one (1) unit or unless there are not enough eligible candidates to fill the vacancies on the Board. A person who has been suspended by the Association or convicted of a felony in any state or who is delinquent in the payment of regular assessments or special assessments on the final day to submit their name to be a candidate is not eligible to be a candidate for the Board. A director or officer who is more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

4.3 Elections. In each annual election the members shall elect, by written secret ballot, as many Directors as there are vacancies to be filled, unless the balloting is dispensed with as provided for by law.

4.3.1 **First Notice: Candidates.** Not less than sixty (60) days before the election, the Association shall mail, deliver or electronically transmit to each unit owner entitled to vote, a first notice of the date of the election along with a certification form provided by the Division attesting that he or she read and understands, to the best of his or her ability, the governing documents, the Act and any applicable rules. Any unit owner or other eligible person wishing to be a candidate may qualify as such by giving written notice to the Association at least forty (40) days before the annual election.

4.3.2 **Second Notice: Candidate Information Sheets.** If there are more candidates than there are Directors to be elected, balloting is required within the time prescribed by law, the Association shall mail, deliver or electronically transmit a second notice of election, together with the notice of annual meeting, to all unit owners entitled to vote in the contested election, together with a ballot listing all qualified candidates in alphabetical order, by surname. Upon timely request of a candidate, the Association shall also include an information sheet (no larger than 8-1/2 inches by 11 inches, with writing on one side only furnished by the candidate) in the mailing, delivery or electronic transmission. The costs of mailing and copying the candidate information sheet are borne by the Association.

4.3.3 **Balloting.** Where balloting is required, Directors shall be elected by a plurality of the votes cast. Absentee mail-in ballots are acceptable however proxies may not be used in the election. In the election of Directors, each unit shall have as many votes as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Any ballot cast which contains more than a single vote for a specific candidate will be eliminated from consideration in its entirety. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method required or permitted by law.

4.3.4 **Election of Directors.** All of the provisions regarding the election of Directors in the Act and in the Florida Administrative Code are incorporated herein by reference. The Act contains detailed and specific provisions, which may be changed by the Florida legislature from time to time. In general, the Act requires the election of Directors shall be held at the Annual Members Meeting. The regular annual elections, as well as elections to fill vacancies, shall be by written ballot or voting machine, and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement. Notwithstanding the provisions of this subsection, an election and balloting are not required unless more candidates file notices of intent to run or are "nominated" than vacancies exist on the Board. The Act and the Florida Administrative Code ("FAC"), i.e., each of which may be amended from time to time

contain detailed and specific provisions on the manner in which notices must be sent to Unit Owners and the manner in which the elections must actually be held. Notwithstanding any terms to the contrary set forth in these bylaws, the Association shall adhere to the provisions of the Act and the Florida Administrative Code and to the extent the Act or the FAC conflict with these bylaws, the Act and FAC shall control.

4.4 Vacancies on the Board. Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between Annual Members Meetings shall be filled by the remaining Directors even if less than a quorum (e.g., one Director remains). A Director appointed to fill a vacancy shall serve for the remainder of the unexpired term.

4.5 Recall of a Director. Directors may be removed from office in the manner provided for the removal of Directors in the Act. As stated in Section 718.112(2)G) of the Florida Statutes, as it may be renumbered from time to time, a Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority (51%) of all Unit Owners. A Special Members Meeting for recall may be called by Unit Owners holding ten percent (10%) of the Voting Interests in the Association. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date notice is given.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the Annual Meeting at which they were elected.

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

4.8 Special Board Meetings. Special Board Meetings may be called by the President and must be called by the President or Secretary at the written or electronically submitted request of at least one-third (1/3) of the Directors. Owners may petition for the Board to take up an item of business at a regular or special meeting of the Board. Such meeting must be held within 60 days of receipt of the petition signed by at least 25% of the Voting Interests in the Association. The Board is not required to take any particular action as a result of such petitions.

4.9 Notice Requirements for Board Meetings.

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

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

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

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

4.11 Voting by the Board of Directors

4.11.1 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call, video conference, or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.11.2 Vote Required. The acts approved by at least three (3) of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. In all cases, a minimum of three (3) affirmative Board Member votes will be required to approve any motion or action. Directors may not vote by proxy at Board meetings.

4.12 Presumption of Assent. A Director who is present at a meeting of the Board shall vote for an action by stating 'yes', and shall vote against an action by stating 'no', or abstain from voting by saying "abstain". A Director who abstains will be presumed to have taken no position with regard to the action.

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

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

4.15 The Presiding Officer. The President of the Association, or in his or her absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.16 Committees. The Board may create one or more Committees, appoint Board Members and/or Unit Owners to such Committees, and invest in such Committees such powers and responsibilities as the Board shall deem advisable to make recommendations to the Board regarding the Association or the Condominium. Only committees vested to take final action on behalf of the Board or make recommendations to the Board regarding the budget must meet with notice and in the manner of Board meetings. All other committees are exempt unless the Board specifically requires that the committee meet with notice and in the manner of a Board meeting.

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

4.18 Minutes of Board Meetings. The minutes of all Board Meetings and Members Meetings shall be kept in written and/or electronic format available for inspection by Unit Owners, or their authorized representatives, and Directors at any reasonable time. The Association shall retain these minutes forever.

4.19. Unit Owners' Right to Participation Board Meetings. All Members Meetings and Board Meetings shall be open to Unit Owners. Unit Owners shall have a right to participate at all Members Meetings and Board Meetings as to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation. Unit Owners shall have the right to audio or video record Members Meetings and Board Meetings consistent with provisions of Florida statute.

4.20. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those powers and duties existing under the laws of

Florida and the Condominium Documents. Such powers and duties shall be exercised in accordance with the Condominium Documents and the Act, and shall include, without limitation, the right, power and authority to:

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

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

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

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

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

4.20.6 Purchase (at a foreclosure sale or otherwise), lease, hold, mortgage, or otherwise acquire Units or other property in the name of the Association or its designee for the use and benefit of the Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

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

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

4.20.9 Enforce obligations of the Unit Owners.

4.20.10 Levy fines and impose suspensions where appropriate against Units for the failure of the Unit Owner, or its occupant, licensee or invitee, to comply with any provision of the Declaration, these Bylaws or Rules of the Association in accordance with these Bylaws.

4.20.11 Borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep, and/or maintenance of the Condominium Property, and to execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association. Such actions may only be taken when approved by a majority of the entire membership of the Board and a majority of the Voting Interests of the Unit Owners present and voting in person or by proxy at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Voting Interests of the Unit Owners as may be specified in these Bylaws with respect to certain borrowing.

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

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

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

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

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

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the entire Board. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. Any person except the President may hold more than one (1) office. If the Board so determines, there may be more than one Vice President from time to time, the Board

may appoint such other officers, and designate their powers and duties, as the Board determines is required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties that are usually vested in the office of president of an association. The President or in his/her absence, the Vice President, shall preside at all meetings of the Board of Directors or of the Membership.

5.3 Vice-President. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors may prescribe.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members Meetings. He/she 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. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium documents.

5.5 Treasurer. The Treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He or she shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall oversee disbursement of the funds of the Association, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

6. ADDITIONAL PROVISIONS APPLICABLE TO DIRECTORS AND OFFICERS

6.1 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services. Directors and officers shall be reimbursed for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

6.2 Resignations. Any Director or officer may resign his post at any time by written resignation, delivered in person, by mail or electronically 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.

6.3 Fiduciary Duty. Each member of the Board of Directors and each officer of the Association have a fiduciary relationship with the members of the Association. This fiduciary relationship imposes obligations of trust and confidence in favor of the Association and its members. It requires each member of the Board to act in good faith and in a manner he or she believes to be in the best interests of the members of the Association.

It means the Board members must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority.

Directors and officers of the Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the Association. The fact that the Association is a corporation not for profit, or that the members of the Board are volunteers and unpaid, does not relieve them from the standards of trust and responsibility that the fiduciary relationship requires. When confronted with an issue involving special expertise such as a question of law, building or construction matters, insurance or accounting questions, or other similar issues, the law also contemplates that the Board of Directors or an officer will seek the appropriate advice of professionals considered competent in the field and rely upon that advice provided.

7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 10 of the Declaration of Condominium shall be supplemented by the following provisions:

7.1 Depository. The Association shall maintain its accounts in such federally insured financial institutions in the State of Florida as shall be designated from time to time, by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

7.2 Fiscal Year. The fiscal year of the Association shall be January 1st to December 31st each year unless otherwise determined by the Board.

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

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

7.5 Special Membership Meeting on Budget. If a budget is adopted by the Board which requires Assessments against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments (as determined by the Act) for the preceding year, as hereinafter defined, upon written application of Unit Owners holding ten percent (10%) of the Voting Interests to the Board, a Special Members Meeting shall be held as provided in the Act (currently Section 718.112(2)(e) of the Florida Statutes, which is incorporated herein by reference).

7.6 Reserves for Capital Expenditures and Maintenance. In accordance with the provisions of Florida statute 718.112 (2)(f), which are included by reference, in addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, elevators, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be fully funded unless, a majority of the voting interests present in person or by proxy at a duly called meeting vote to fund no reserves or less than adequate reserves for a fiscal year.

7.7 General Reserves: In addition to the statutory reserves provided in 7.6 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

7.8 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments. Assessments are due on the first date of the designated months, with a ten (10) day grace period. Failure to pay the obligation within that period will result in a late fee added to the amount of the quarterly assessment, and an administrative late fee, not to exceed the maximum amount permissible by law for each installment of the assessment for each delinquent installment for which the payment is late. Unless a different amount is set by resolution of the Board, the administrative late fee shall be the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent installment for which the payment is late. Additionally, in accordance with Florida Statute 718.116(3), interest will be due on any unpaid balance at a rate not to exceed the maximum amount permissible by law, currently 18% per year. If an annual budget for a new fiscal year has not been adopted at the time the first quarterly installment for that year is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next quarterly installment that becomes due.

7.9 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration of Condominium and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment, and are subject to the same provisions regarding unpaid and late payments as those applied to regular annual assessments as provided in Section 7.8. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members or otherwise allocated as provided by law.

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

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

7.12 Financial Reports. Within ninety (90) days (or as otherwise provided in the Act from time to time) following the end of the fiscal year, or annually on such date as is otherwise provided herein, the Board shall provide to each Unit Owner a financial report complying with the requirements of the Act. In addition, any periodic financial statements provided to the Board of Directors will also be made available to owners upon request.

7.13 Audits/Financial Review. As required by law, or by vote of a majority of the voting interests, or by a majority of the Board of Directors, an audit of the accounts of the Association, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members. Notwithstanding any provision to the contrary, a full audit will be performed at least every three (3) years and a financial review will be performed in any year in which total association revenues exceed \$500,000.

8. **ROSTER OF UNIT OWNERS.** Each Unit Owner shall provide current contact information to the Association which shall maintain such information. The Association may rely upon the accuracy of such information for all notice purposes until notified in writing of changes therein as provided above. It is the Unit Owner's responsibility to ensure that contact information, including email addresses and telephone numbers, is accurate and current. Unit owner agrees that this contact information may be published in a periodic "Owners Directory" and be made available to other unit owners unless such permission is expressly withheld by written notification to the Association.

9. **PARLIAMENTARY RULES.** Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

10. **RULES AND REGULATIONS.** The Board of Directors may, from time to time, adopt and amend rules and regulations governing the operation, use, maintenance, management and control of the condominium property and association property. Copies of such rules and regulations shall be furnished to each unit owner and any amendment or modification to the rules or regulations must be furnished to all unit owners no less than ten (10) days prior to the effective date of such change. Any rule or regulation created and imposed by the Board must be uniformly applied and enforced.

11. **COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in Section 10 of the Declaration, the following provisions shall apply:

11.1 Fines and Suspensions. The Board of Directors may levy fines and impose suspensions against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents, or the rules and regulations, or who condone such violations by their family members, guests, lessees and/or agents. Fines and suspensions shall be in amounts and for periods of time deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. The procedure for imposing fines shall be as follows:

(A) Notice: The party against whom the fine or suspension is sought to be levied or imposed shall be afforded an opportunity for a hearing after reasonable written notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A specific designation of the provisions of the Declaration, Bylaws or rules which are alleged to have been violated;
- (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) The possible amounts of any proposed fine or length of any suspension will be provided to the party against whom the fine or suspension is sought.

(B) Hearing: At the hearing the party sought to be fined or suspended shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If the panel, by majority vote does not agree with the fine, it may not be levied.

11.2 Correction of Health and Safety Hazards. Any violations which are deemed by the Board of Directors to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the unit owner.

11.3 Voluntary Binding Arbitration. In the event of a dispute between one or more unit owners and/or the Association arising from the operation of the Condominium, the parties may submit the dispute to voluntary binding arbitration under the rules of the Division of Florida Land Sales and Condominiums.

11.4 Non-Binding Arbitration or Mediation. In the event of any dispute as defined in Section 718.1255(1) of the Condominium Act, between a unit owner and the Association arising from the operation of the Condominium, the parties must, if required by law, submit

the dispute to arbitration under the rules of the Division of Florida Timeshares, Condominiums and Mobile Homes before filing any lawsuit over the disputed matters or they may go to pre-suit mediation and then litigation. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

11.5 **Enforcement of Rules and Regulations.** If any dispute over the enforcement or interpretation of Association Rules and Regulations should arise, either between two or more unit owners, or between the Association and one or more unit owners, it is intended that such dispute be resolved by agreement or by voluntary binding arbitration, and not by resort to the courts. For this purpose, no party to such a dispute shall be entitled to recover attorney's fees as a prevailing party in any lawsuit involving the disputed matters unless the party has, before filing the lawsuit, offered, in writing, to submit the dispute to voluntary binding arbitration as provided for in the Condominium Act. If the other party accepts the offer, both parties shall proceed without undue delay to submit the issue to arbitration, and no lawsuit may be filed until the arbitration process has been concluded. If the other party refuses the offer, he shall not be entitled to recover attorneys fees in the lawsuit. Nothing herein shall be construed to prevent the Association from recovering attorneys fees in any action brought to collect unpaid assessments, including fines, or to require the Association to submit assessment collection disputes to arbitration.

11.6 **Availability of Remedies.** Each member, for himself or herself, his or her heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Condominium property free from unreasonable restraint and annoyance.

12. **TRANSFER FEES.** The Association may charge up to the maximum transfer fees permitted by the Act. In addition, the Association may also require that a prospective lessee or renter place a security deposit in the amount permitted by the Act into an escrow account with the Association, subject to the requirements of the Act.

13. **EMERGENCY POWERS.** In the event of any "emergency" as defined in Paragraph (N) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes, and Section 617.0303, and Section 718.1265 Florida Statutes, all as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the capacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and such notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

(E) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(F) The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of any emergency pursuant to Section 718.112(2)(f)(3), Florida Statutes, as may be amended from time to time. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

(G) The Board may adopt emergency Rules and Regulations governing the use and occupancy of the units, common elements, limited common elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

(H) Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(I) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(J) The Board shall implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer, or security systems; or air conditioners.

(K) The Board shall take steps to mitigate further damage, including taking action to contract for the removal of debris (including within units) and to prevent or mitigate the spread of fungus, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within

the condominium property, even if the unit owner is obligated by the Declaration or law to insure or replace those fixtures and to remove personal property from a unit.

(L) The Board may levy special assessments without a vote of the owners.

(M) Without unit owners' approval, the Board may borrow money and pledge association assets as collateral to fund emergency repairs and carry out the duties of the association when operating funds are insufficient.

(N) For purposes of this Section only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

- (1) a state of emergency declared by local civic or law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status;
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,
- (6) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Unit Owners, the Condominium Property, or Association Property. A determination by a majority of Directors that an emergency exists shall have presumptive validity of such an emergency.

14. **INDEMNIFICATION.** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every Officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he/she may be made a party because of his/her being, or having been, a Director or Officer of the Association. The Association shall advance such fees and costs of the Director or Officer during the pendency of the matter. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his/her action was unlawful or had reasonable cause to believe his/her action was lawful.

(C) A transaction from which the Director or Officer derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a member.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or Officer may be entitled.

15. **CONSTRUCTION AND CONFLICTS.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. In the event that these Bylaws, the Articles and/or the Declaration conflict with any other document, the Declaration shall control, then the Articles, then the Bylaws, in that order. This provision may not be amended.

16. **INQUIRIES FROM UNIT OWNERS.** When a Unit Owner makes an inquiry with the Board, the Board shall respond to the Unit Owner within thirty (30) days of receipt of the inquiry. In the event that a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either:

1. give a substantive response to the inquirer
2. notify the inquirer that a legal opinion has been requested, or
3. notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

17. **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 Bylaws or the intent of any provision hereof.

18. **AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner:

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

18.2 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon written petition signed by at least one-fourth (1/4th) of the voting interests.

18.3 Procedure. Upon any amendment(s) to these Bylaws being proposed by the Board or unit owners, such proposed amendment(s) shall be submitted ~~to the~~ for a vote of the members in accordance with provisions of the Florida Condominium Act which are included here by reference.

18.4 Vote Required. Except as otherwise provided by law, or by specific provisions of the Condominium documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3) of the voting interests who are present and voting in person or by proxy, at any annual or special meeting, provided that notice of any proposed amendment has been given to the members in accordance with law.

18.5 Execution and Recording: ~~Effective-Date~~. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment(s) are recorded in the Public Records of Lee County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Condominium is recorded.

19. **MISCELLANEOUS.**

19.1 Procedure. The Act contains certain procedural requirements for amendments to Bylaws, all or which are incorporated herein by reference .

19.2. Common Elements; Limited Power to Convey: The Association has the limited power to convey portions of the common elements as provided for in Section 73.073, Florida Statutes.

19.3 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

19.4 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of the Bylaws.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CASA BONITA GRANDE CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of Casa Bonita Grande Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on February 9, 1977, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Casa Bonita Grande Condominium Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Casa Bonita Grande Condominium Association, Inc., and its address is 25900 Hickory Boulevard, Bonita Springs, Florida 34134

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Casa Bonita Grande Condominium, located in Lee County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration of Condominium, the Bylaws or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to said Declaration as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property.
- (C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.

(D) To reconstruct improvements after casualty and to make further improvements of the condominium property.

(E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, condominium property and the operation of the Association.

(F) To approve or disapprove the transfer, leasing, renting and occupancy of units, as provided in the Declaration of Condominium.

(G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.

(H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.

(J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs; golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

(K) To borrow money without limit as to amount if necessary to perform its other functions hereunder.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP:

(A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.

(B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his or her unit.

(C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be appointed by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE VII

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

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition, signed by at least one-fourth (1/4) of the voting interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Except as otherwise provided for by Florida law, these Articles of Incorporation may be amended by vote of two-thirds (2/3) of the entire voting interests voting in person or by proxy at any annual or special meeting, provided that notice of any

proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida.

ARTICLE VIII

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he or she may be a party because of his or her being or having been a Director or officer of the Association. The Association shall advance the attorneys fees and costs during the pendency of the matter. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his or her actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his or her action was unlawful or had reasonable cause to believe his or her action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.