

2017 AMENDED_DECLARATION OF CONDOMINIUM

of

CAPE HAZE RESORT B 3/5, a condominium

KNOW ALL MEN BY THESE PRESENTS, that CHR Development-A, Inc., a Florida corporation, hereinafter called Developer, recorded a Declaration of Condominium at O.R. Book 3136, Page 1501 in the Public Records of Charlotte County, Florida and submitted its fee simple interest in the following described land and improvements thereon and all improvements hereafter erected thereon, situate, lying and being in the County of Charlotte, State of Florida, to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, to-wit:

That property described as CAPE HAZE RESORT B 3/5, a condominium, as set forth on the plat attached hereto as Exhibit "A" and by this reference incorporated herein.

and said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements, to-wit:

1. **THE CONDOMINIUM ACT.** Chapter 718, Florida Statutes, 2017, as the same may be amended or renumbered from time to time, known and referred to as the "Condominium Act", is incorporated herein by reference, and all provisions thereof shall apply to this Condominium Association; provided, however, that the terms and provisions of this Declaration shall control to the extent that the Condominium Act authorizes a variance in the terms and provisions of a Declaration of Condominium or other condominium documents.

2. **NAME.** The name by which this condominium shall be known and identified is CAPE HAZE RESORT B 3/5, a condominium.

3. **CONDOMINIUM PLAT.** A plat of the condominium property, containing a survey of said land and a plot plan locating the improvements thereon and identifying each condominium unit and the Common Elements and their relative locations and approximate dimensions are attached hereto as Exhibit "A" and are recorded in Condominium Book 17, Page 1A – 1E, Public Records of Charlotte County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be as described in Exhibit "A" and any subsequent amendments thereto as hereinafter provided. In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control. Amendments shall take effect immediately upon recordation in the Public Records of Charlotte County.

4. **OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES.** Each unit in the Condominium Association shall have an equal share in the ownership of the Common Elements and Common Surplus and in the sharing of the Common Expenses of the Condominium Association. Stated as a fraction, each unit's share shall be 1/48.

5. **ASSOCIATION.** The corporation which is responsible for the operation of the Condominium Association is Cape Haze Resort B 3/5 Condominium Association, Inc., a Florida nonprofit corporation, herein referred to as “Condominium Association” or “Association.” All persons owning a vested present interest in the fee title to any of the condominium units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Charlotte County, shall automatically be members of the Condominium Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the Condominium Association shall be controlled by the officers and Board of Directors of the Condominium Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of the State of Florida is attached hereto and marked Exhibit “B.” The Bylaws governing the operation of the Condominium Association are attached hereto and marked Exhibit “C.” The Condominium Association shall have all of the rights and powers provided by the Florida Condominium Act, the Florida corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration. Each director shall be a member, or a spouse, parent, or adult child of a member, of the Association, or a person exercising the rights of an owner who is not a natural person.

This Condominium Association is an integral part of a larger development known as “Cape Haze Resort” (referred to as the “Community Association”). All of Cape Haze Resort is subject to the Declaration of Management Covenants for Cape Haze Resort Community (“Community Declaration”), which is recorded at O.R. Book 3125, Page 1213 in the Official Records of Charlotte County, Florida. In connection with such development, certain land areas, referred to as “Community Common Areas,” have been for the common use, enjoyment or benefit of all property owners in Cape Haze Resort. Recreational facilities within the Community Association are managed and maintained by Community Association. There are no recreational facilities included within this Condominium Association.

All owners of units in this Condominium Association shall be members of Cape Haze Resort B 3/5 Condominium Association, Inc. Furthermore, the Condominium Association shall be a member of the Community Association and shall maintain such membership in good standing.

Accordingly, upon transfer or conveyance of units within the Condominium Association, a purchaser or transferee shall automatically become a member of the Condominium Association, and the Condominium Association shall be a member in the Community Association. The Community Association has the right to levy assessments on the Condominium Association and the Condominium Association has the right to levy assessments upon its unit owners for maintenance and other lawful purposes. Each of the aforesaid associations shall have the right to enforce collection thereof by placing liens against the units in this Condominium Association. The Condominium Association shall have the right to charge a transfer fee up to the highest amount permitted by law to any applicant for processing an application for approval of a sale, lease or other transfer of a unit. Each unit owner and the owner’s tenants, guests, family members and invitees shall comply with and abide by the terms and provisions of the documents hereinabove noted. The Condominium Association and the Community Association shall have the right to levy fines against unit owners (and their tenants, guests, family members and invitees) for violations of their respective governing documents (including the Rules and Regulations) and to deny the use of certain Common Elements and/or Common Facilities for so long as violations continue or assessments remain unpaid.

Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the condominium property, the Condominium Association is not liable to unit owners or any other person for injury or damage caused by any latent or unknown condition of the condominium property. Further, the Condominium 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 owner, regardless of whether or not the same shall have been approved by the

Condominium Association. Further, notwithstanding anything contained in this Declaration or any other document governing or binding the Condominium Association, the Condominium 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, guest, tenant, invitee or other user of any portion of the condominium property.

The Condominium Association is not empowered, and has not been created, to act as an entity which enforces or ensures compliance with the laws of the United States, the State of Florida, Charlotte County, and/or any other jurisdiction or to prevent tortuous or criminal activities.

The term "Condominium Association" shall include within its meaning all of the Condominium Association's directors, officers, committee members, agents and other persons the Condominium Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

Each unit owner acknowledges that the Condominium Association is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew and/or insects. Therefore, the Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for the units and/or to require that the air conditioning to the units be set within certain temperature and/or humidity ranges and to require owners to take such further actions as the Board deems advisable to control humidity, mold and/or mildew growth and/or insect infestation. The Condominium Association shall not be responsible to prevent mold and/or mildew and/or insects or any related damages, including, but not limited to, any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income, diminution or loss of value of the unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew and or insect accumulation regardless of the cause of said mold and/or mildew and/or insect infestation.

6. **GENERAL COMMON ELEMENTS.** Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the General Common Elements and a right to use the General Common Elements in conjunction with the owners of the other condominium units. The General Common Elements shall include, but not be limited to, the following:

- (a) all of the above described land;
- (b) all improvements and parts thereof, including alterations, additions and further improvements, which are not included within the boundaries of the respective condominium units and which are not Limited Common Elements;
- (c) all structural beams, columns, and load_bearing walls, regardless of whether they are located within or without the unit boundary lines;
- (d) all utility infrastructure which are available to or serving more than one unit, garage space, storage room or other area. "Utility Infrastructure" includes all utility areas, utility chases, utility installations and utility services, including all mechanical, ventilating, heating and air-conditioning equipment; all electrical apparatus, conduits, cable, wiring, junction boxes, devices and fixtures; all plumbing pipes and apparatus; and all vents and ducts which are not owned by the respective utility companies. Provided, however, Developer reserves the use and ownership of all main utility lines which are located within the lands of this Condominium Association but are designed and

intended for the use of adjacent lands as well as this Condominium Association and Developer may convey said main lines to the Condominium Association or to the County of Charlotte after complete development of said lands;

- (e) the central fire alarm and fire sprinkler systems.

The Condominium Association may authorize material alterations, additions or improvements (or the removal of same) to the Common Elements or the acquisition or disposal of recreational property interests, leases, use rights or land, by approval of a majority vote of all voting interests of the Condominium Association.

Tangible personal property required for the maintenance and operation of the Condominium Association and for the common use and enjoyment of the unit owners shall be considered Condominium Association property.

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the General Common Elements and Condominium Association property except as they may be restricted herein or by the reasonable and uniform regulations duly adopted by the ~~Association~~ Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

7. **LIMITED COMMON ELEMENTS.** The following shall be deemed to be Limited Common Elements, the use of which shall be limited to those unit owners to whom such use is assigned either by means of this Declaration, by the condominium plat or by assignment by instrument in writing executed by the Developer or by the Condominium Association:

- (a) Garage spaces and storage rooms assigned by the Developer or by the Condominium Association. All assignments of garage spaces and storage rooms shall be made by an instrument in writing. Such assignment may be made by separate instrument or may be included in the deed of conveyance to the condominium unit. Upon such assignment, the garage space or storage room so assigned shall be deemed to be a Limited Common Element appurtenant to the unit and the unit owner shall have the exclusive right to the use thereof without additional charge therefor by the Condominium Association other than such unit's normal share of the Common Expenses of the Condominium Association. Such assignment may be encumbered or conveyed thereafter as an appurtenance to the Unit without necessity of specific reference thereto. After assignment, such exclusive right may not be separately assigned except as an appurtenance to the condominium unit to which it is assigned, except that such right may be separately assigned to another unit owner within the same phase of the Condominium Association with the written approval of the Board of Directors provided, however, that every unit shall have only one (1) storage room assigned to it and every unit shall have only one (1) parking space assigned to it, whether it be a garage space or a carport.

- (b) Utility Infrastructure, regardless of location, available to or serving only a single condominium unit, garage space or storage room. For example, such Limited Common Elements include, but are not limited to: electrical conduits and wires from the meter room to the electrical panel in a condominium unit; all mechanical, ventilating, heating and air conditioning equipment serving only one unit; air-conditioning and water heater drain lines from the inside of a unit to the outside of the building, even if such drain lines service more than one unit; wiring and piping in a space between unit demising walls serving only one unit and bathroom and dryer vents serving only one Unit.

- (c) Windows within a unit; unit entry doors; unit entry door screens; garage doors;

garage door tracks, openers and remote control devices; storage room doors; and lanais and lanai enclosures appurtenant to the units.

(d) Furring strips and studs to which the ceiling and wall drywall are attached.

(e) Floor, wall and ceiling finishes in garage spaces and store rooms, including the materials comprising the walls and ceilings therein, whether such materials are drywall, plywood or other material.

8. **VOTING RIGHTS.** Each condominium unit shall be entitled to one vote at Condominium Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. There shall be no apportionment of votes between multiple owners.

9. **COMMON EXPENSES.** The Common Expenses shall include:

(a) costs of operation, maintenance, repair and replacement of the Common Elements;

(b) costs of management of the Condominium Association and administrative costs of the Condominium Association, including professional fees and expenses;

(c) costs of water and sewerage service and other utilities which are not metered separately to the individual condominium units;

(d) labor, material and supplies used in conjunction with the Common Elements;

(e) costs of repairing damages to property insured by the Condominium Association and incurred as a result of an insurable event in excess of insurance coverage;

(f) salary of the manager or managers and their assistants, as shall be determined by the Board of Directors of the Association;

(g) all insurance premiums, reconstruction and other costs incurred pursuant to complying with the provisions of Sections 11 and 12 hereof;

(h) initial cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the Common Elements for the benefit of all the unit owners of this Condominium Association, provided that any of such items as shall exceed the greater of \$10,000 in cost or five percent of the Association budget for that year shall first be approved by majority vote of all the unit owners;

(i) charges for bulk cable, satellite or Internet services if the Board of Directors elects to provide such service(s);

(j) cost of maintaining the landscaping on the Common Elements within the Condominium Association and along the unpaved portion of any right-of-way unless same is undertaken by the Community Association. It is intended that the Community Association may undertake maintenance of all landscaping within the Cape Haze Resort Community, including Cape Haze Resort B 3/5, and as such, the Condominium Association may enter into an agreement with the

Community Association to undertake landscaping on this comprehensive basis so as to achieve a uniformity of care and economies of scale among the component projects within Cape Haze Resort Community;

(k) costs and expenses related to the operation, maintenance and repair of any irrigation facilities, and including those shared with another association and the cost of all services and supplies relating thereto; and

(l) assessments from Community Association unless those are billed directly to unit owners; and

(m) all other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as required by the Florida Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or as otherwise may be required by any federal, state or local governmental entity. The Common Expenses shall not include the cost of electricity consumed by the charging of electronic vehicles by unit owners, or invitees, or by the operation of electrical devices by unit owners, or invitees, including dehumidifiers, refrigerators, freezers, heaters, fans, air conditioners and battery charges located in garage spaces and storage rooms. All such costs, whether measured by sub-meter or otherwise determined or estimated, shall be the responsibility of the unit owner.

10. MAINTENANCE, REPAIR AND REPLACEMENTS.

(a) **BY THE ASSOCIATION.** The Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements. In addition, the Association shall, from time to time, paint the exterior surfaces of: windows, lanai enclosures, unit entry doors, garage doors and external storage room doors. Nothing shall preclude the Board of Directors, as a Common Expense, from retaining contractors to replace all unit windows, lanai enclosures, unit entry doors, garage doors and/or external storage doors even if such maintenance is otherwise the unit owners' responsibility if the Board determines that such work is necessary to preserve the uniform exterior appearance of the buildings; facilitate projects involving the Association's maintenance, repair or replacement of the condominium property; or to comply with federal, state or local building codes and laws. The Association shall have the irrevocable right to have access to each unit, garage area and storage room from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or as necessary to prevent damage to the Common Elements or to a unit and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or to another unit. If the Board determines that any maintenance or repair required to be made by the Association was necessitated by the intentional act, carelessness or negligence of the unit owner or (the owner's tenants, guests, family members or invitees), the cost of such maintenance and repair shall be the responsibility of said unit owner. The Association may retain keys to units, garage spaces and storage rooms. Any owner who alters or changes any lock and fails to supply a key to the Board of Directors will be solely liable for all repair costs and consequential damage if, in an emergency, the Board of Directors (or its authorized agents) or emergency personnel must forcibly enter the unit, garage space or storage room.

(b) **BY THE UNIT OWNERS.** Each Unit Owner shall maintain, repair and replace everything within the boundary of his unit which is not part of the General Common Elements or otherwise part of the Association's maintenance responsibility as defined in this Declaration, plus all the Limited Common Elements appurtenant to a unit as described in Article 7 above in good

condition and repair (normal wear and tear excepted). The unit owners' responsibilities specifically include but are not limited to:

(1) All finishes, improvements, equipment, furniture, furnishings and appliances within a unit, garage space or storage room;

(2) In addition to the above, each Unit Owner shall replace water supply and discharge hoses (in accordance with manufacturer recommendations) for all appliances and fixtures within the unit that use water (i.e. washing machines, dishwashers, toilets, sinks, refrigerators, etc.), maintain water tight caulking and seals in and around tubs and showers, regularly clean dryer vents, clean air-conditioning drains not less than once every 24-months.

(3) Owners must turn off the main water supply to their unit when the unit will be vacant for more than three (3) consecutive days.

(4) Owners must replace hot water heaters prior to the end of the applicable warranty period, or every eight (8) years, whichever occurs first.

(5) Owners must remove all furniture and other personal items from the lanais during hurricane warnings and evacuations.

(6) Owners must have fully functioning smoke detectors in their original locations within the unit and must reimburse the Association for the cost of replacing deficient sprinkler heads, escutcheons, enunciators and strobes in the units, garage spaces (if applicable) and storage rooms.

(7) Owners must maintain and repair appliances in a timely manner in accordance with manufacturer recalls.

(8) Owners must maintain window coverings on all breezeway windows that are a light, solid color and otherwise acceptable to the Board of Directors, and such window coverings must be drawn when the unit will be vacant for more than three (3) consecutive days.

In the event any unit owner fails to properly maintain and repair his unit and/or the Limited Common Elements appurtenant to his unit, the Condominium Association, at the discretion of the Board of Directors, may make such repairs as the Board may deem necessary to prevent damage or further damage to the Common Elements or to a unit or units, and to repair damage to the Common Elements, and the cost thereof shall be the obligation of such defaulting unit owner. If the defaulting unit owner fails to reimburse the Association for all such costs incurred by the Association in performing such maintenance and/or repairs, the Association may collect such costs in the same manner as unpaid assessments.

11. **INSURANCE, DESTRUCTION AND RECONSTRUCTION.** Except as otherwise provided herein, the Association, as agent for and in behalf of the unit owners and their respective mortgagees, shall, in accordance with Section 718.111 (11), Florida Statutes as the same now exists or may be amended or renumbered from time to time, obtain and maintain adequate property insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including the General Common Elements, Limited Common Elements and the respective units and personal property of the Association, for the full replacement cost of the property to be insured. The Association shall maintain flood insurance in amounts determined by the Board of Directors.

The Association shall also maintain fidelity bonding insurance for all persons who control or disburse funds of the Association. The premium for all insurance shall be paid by the Association and shall be included in the assessment for Common Expenses. The Association shall have full authority as agent for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance (or a copy) shall be held by the Association, and institutional first mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests.

Each unit owner shall be responsible for insuring (1) his own personal property within his unit; (2) any alterations or additions to his unit or Limited Common Element appurtenant to his unit made by him or by any of his predecessors in title other than Developer; and (3) all paint, finishing, covering, wallpaper, and decoration of the interior surfaces of all walls, floors, ceilings, and doors bounding, or contained within, his unit; (4) all appliances, electrical fixtures, built-in cabinets and countertops; and (5) water heaters, water filters and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the unit owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the Common Expenses, if such coverage is available and so authorized by the Association Board of Directors.

In the event of a destruction or casualty loss (which is a loss due to some sudden or unexpected event like a hurricane, flood or other Act of God but not a loss that is the result of progressive decay or corrosion or slow, continuous or intermitted leaks) to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board of Directors. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are not sufficient to pay the cost of the reconstruction or repair, the Association shall supply sufficient additional funds as a part of the Common Expenses of the Association.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds of the units in this Condominium Association, vote to terminate this Condominium Association. In the event the Condominium Association is to be terminated, then all owners of units shall immediately convey all their right, title, and interest to their respective units to the bank trustee selected by the Board of Directors, to be held by such trustee in trust. The recording of each such conveyance to the trustee in the Public Records of Charlotte County will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the funds to be subsequently distributed by the trustee as provided herein. Upon recording an instrument evidencing the termination of the condominium ("Plan of Termination"), the proportional share of each unit owner in the condominium property and, to the extent allowed by law, in all funds distributed by the trustee as herein provided shall be established in accordance with the Plan of Termination.

The trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Condominium Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The trustee may make partial distributions of each unit's share of the funds collected by the trustee at such times and in such aggregate amounts as the trustee and the Association Board of Directors may deem appropriate. In determining the amount of any partial distribution, the trustee and the Association Board of Directors shall ensure that sufficient funds are retained by the

trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the trustee has collected all insurance proceeds and all proceeds from the sale of the condominium property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities and reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall make a final distribution of each unit's share of the remaining funds held by the trustee.

Any distribution, whether partial or final, of a unit's share of the funds held by the trustee shall be made jointly to the record title owner of the unit and the record owners of any mortgages or other liens encumbering the unit at the time of the recording of the conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in the funds distributed by the trustee is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of such funds. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee.

Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this Paragraph 11 may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

12. **LIABILITY INSURANCE.** The Association shall obtain and maintain public liability insurance covering all of the Common Elements and insuring the Association and the unit owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be a part of the Common Expenses. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held liability upon any such claims and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

13. **RESTRICTIONS UPON USE.** No owner, tenant or other occupant of a condominium unit shall:

(a) use the unit for other than single family residence purposes, although home offices are permissible;

(b) without the prior written consent of the Board of Directors or as otherwise allowed by law, paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony, entry court or any exterior surface; place any sunscreen, blind or awning on any lanai or exterior stairway or opening; remove any awning installed by Developer or Association; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable to the Board of Directors facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board of Directors; place or plant any planting outside of a unit except upon written approval of the landscaping plan by the Board of Directors of the Association; erect any exterior lights or signs; place any signs or symbols in windows or on any balcony or exterior surface; erect or attach any structures or fixtures within the General Common Elements or Limited Common Elements. Notwithstanding the foregoing, seasonal lights and wreaths are allowed during the month of December;

(c) make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions located wholly within the unit) to any unit or to the General Common Elements or Limited Common Elements; fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls or ceiling of a unit unless they can be removed without substantial damage to the wall or ceiling structure; fasten any fixtures or make any addition to the balcony without approval of the Board of Directors;

(d) permit loud and objectionable noises or obnoxious odors to emanate from the unit, garage spaces or storage rooms which may cause a nuisance to the occupants of other units as determined in the sole opinion of the Board, nor install or maintain within his unit any flooring material which might create or allow the transmission of excessive noises between units unless such installation is done using appropriate noise insulating materials is deemed proper by the Board of Directors;

(e) make any use of a unit which violates any law, ordinance or regulation of any governmental body;

(f) fail to conform to and abide by the Bylaws and the uniform Rules and Regulations in regard to the use of the units and the Common Elements which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors or its designated agent to enter the condominium unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and Rules and Regulations of the Association.

(g) erect, construct, install or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures, on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Association Board of Directors;

(h) permit or suffer anything to be done or kept in his condominium unit which will increase insurance rates on any unit or on the Common Elements;

(i) commit or permit any nuisance, immoral or illegal act in his unit or in or on the Common Elements;

(j) divide or subdivide a unit for purpose of sale or lease;

(k) obstruct the common way of ingress or egress to the other units or the Common Elements;

(l) hang any laundry, garments or other unsightly objects from the balcony or any other area which is easily visible outside of the unit;

(m) allow anything to remain in the hallways, stairways or other common areas of travel which would be unsightly or hazardous;

(n) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor. Each unit and the adjacent Common Elements shall at all times be kept in a clean and sanitary condition.

(o) allow any fire or health hazard to exist;

(p) make use of the Common Elements in such a manner as to abridge the equal

rights of the other unit owners to their use and enjoyment;

(q) lease less than an entire unit or lease a unit for less than four (4) weeks at a time or advertise or imply that a unit is available for less than the minimum rental period. The Board of Directors shall have the authority to establish rules and regulations regarding exceptions, as well as approval rights for tenants (so that the high quality of this Condominium Association will be maintained and will not become a lodging facility for transients). During the time a unit is leased, rented or occupied by others, the unit owner shall not have the right to use the Common Elements and facilities except as a guest of a unit owner or lessee;

(r) allow any animals to use the Common Elements other than in conformity with Rules and Regulations promulgated from time to time by the Board of Directors;

(s) discharge saline or other regenerating solution from water softening equipment or any other chemicals or toxic waste, into any driveway, easement or Common Element so as to harmfully affect any lawn or plants or adversely impact the drainage system of the Condominium Association or the Community Association;

(t) park any over-sized vehicle, commercial vehicle, truck, boat, camper, trailer, mobile home or similar vehicle on site at any time, other than in garage spaces or as otherwise permitted or prohibited by Rules and Regulations promulgated by the Board, without Board approval;

(u) clean a terrace or balcony with a hose or other means resulting in water drainage or runoff from the terrace or balcony; cleaning shall be done with a mopping-style so as to minimize any such runoff which could inconvenience, stain or be a nuisance to terraces and Common Element areas on lower floors.

(v) smoke in elevators, on second, third and fourth floor breezeways, or on lanais. The Board of Directors shall have the authority to establish rules and regulations regarding smoking on and around the ground floor areas of the building.

14. **SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT.** In recognition of the close proximity of the units and the compact living conditions which will exist in this Condominium Association, the mutual utilization and sharing of the Common Elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, the Board of Directors of the Association, or its duly authorized officers, agent or committee, may from time to time promulgate Rules and Regulations requiring prior written approval of all sales, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be lawful, valid and effective.

15. **ASSESSMENTS AND LIENS.** The Board of Directors of the Association shall approve annual budgets reflecting projected anticipated income and estimated expenses for each fiscal year, and the assessment to be made against each unit in the Condominium Association. Each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the Common Expenses as provided herein. Assessments shall be due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year (see Paragraph XI of the Bylaws). In addition, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the Common Expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any

assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law and shall be subject to such late charge as may be established by uniform Rules and Regulations of the Board; a late charge shall not exceed the maximum amount, if any, set forth by statute or regulation from time to time. The Association shall have the remedies and liens provided by the Florida Condominium Act, as the same now exists or may be amended or renumbered from time to time, with respect to unpaid assessments and all other rights permitted under Florida law, which shall include the right to any late charges, accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or court enforcement of such lien, including appellate proceedings. Where an annual assessment is payable in quarterly or other installments, or if any special assessment is payable in installments, the Association shall have the right to accelerate such assessments of an owner delinquent in payment thereof. Accelerated assessments shall be due and payable on the date the claim of lien is filed. The Board of Directors may require each unit owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) to provide working capital and to cover contingent expenses from time to time.

Notwithstanding any other remedy available to the Association, the Association may, when payments of assessments are in default, direct rental income (by written notice to the tenant with copy to unit owner) from units in default to be paid directly to the Association until all outstanding assessments, other monetary obligations, interest, late fees, costs, collection expenses, attorney fees and receiver's fees, if applicable, are paid in full.

16. **REMEDIES FOR DEFAULT.** In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of the Florida Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations promulgated by the Association or its Board of Directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including fees and costs incurred in appellate proceedings.

17. **AMENDMENTS.** This Declaration may be amended at any time by affirmative vote of two-thirds (2/3) of all voting rights of all unit owners, except that provisions relating to changing the percentage of ownership and sharing of Common Expenses, changing the voting rights of members, materially changing the configuration or size of a unit, or materially altering or modifying appurtenances to a unit may be amended only with the written consent of all unit owners and all record owners of liens on said units. The Articles of Incorporation and Bylaws may be amended by a simple majority vote of all voting rights of all members of the Association and to that extent this Declaration may be amended without two thirds (2/3) vote. No amendment shall be effective unless it be in writing, executed by the President or Vice-President and attested by the Secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Charlotte County. It shall not be necessary for the individual unit owners or holders of recorded liens thereon to join in the execution of any amendment, and the execution of any amendment by the President or Vice-President and attested by the Secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws. All amendments shall take effect immediately upon recordation in the Public Records of Charlotte County.

18. **EASEMENTS FOR ACCESS AND ENCROACHMENTS.** Each unit owner shall have a nonexclusive perpetual easement for ingress and egress to and from his respective unit through

the Common Elements and a perpetual easement for encroachments which may exist now or in the future by reason of inaccuracies in construction, settlement or movement of the buildings, which encroachments shall be allowed to remain undisturbed until they no longer exist.

19. **RESERVED EASEMENTS.** Developer hereby reserves for itself, its successors and assigns, perpetual non-exclusive easements in gross for ingress and egress and for the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds, including, without limitation water, sewer, drainage, fire protection, wells, irrigation, electricity, telephone, cable television, garbage and trash disposal, under, over and across the Common Elements of the condominium lands which are not occupied by buildings or other structures, including, but not limited to, the easements reflected on the plat of this Condominium Association. The utility easements herein reserved may serve this Condominium Association and other properties in Cape Haze Resort. Utility easements may be granted by the Developer in its sole discretion to Community Association and to any public or private utility company as Developer may deem necessary or desirable for the provision of utility services to any section of Cape Haze Resort. All public and private utility companies rendering utility services to this Condominium Association shall have a perpetual, nonexclusive easement over, across, under and through all of the General Common Elements of the Condominium Association for the purposes of construction, installation, maintenance, repair and replacement of the utilities servicing this Condominium Association, and for the purpose of reading meters in connection therewith. In the event it is necessary to disturb the surface of the land area for such purposes, then any pavement, roadway, grass, landscaping or other improvements which are so disturbed shall be restored by the utility company as soon as practicable to their prior condition as nearly as possible. Developer further reserves for itself, its successors and assigns, perpetual easements along the property line of this Condominium Association adjacent to any Community Association roadway as more particularly shown on the condominium plat. This easement shall be for the possible installation, maintenance and repair of utilities, or bicycle pathway, sidewalk and for any other lawful purpose, as the Community Association in its discretion may see fit to install (but this shall not impose an affirmative duty upon Community Association to install any of the foregoing).

In addition, property owners within the Community shall have a right of vehicular and pedestrian access over and across paved roadway areas (if any) within the Common Elements.

20. **AUTHORITY OF ASSOCIATION.** The Association shall have the right and authority to grant easements under, over, across, and through the condominium property to such persons or entities and for such purposes as the Association Board of Directors may deem appropriate by recording in the public records of Charlotte County, an instrument duly executed by the President or Vice President of the Association. Association shall have rights of access through a unit to a terrace or balcony of any unit, including the penthouses, for purposes of setting up window washing equipment or performing maintenance of elevators or other equipment, building exteriors or mechanical systems. Further, pursuant to the Condominium Act, the Association has the irrevocable right of access to each unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to a unit or units.

21. **TERMINATION.** The condominium property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the voting rights of all unit owners in the Condominium Association, or a vote of two-thirds of unit owners in the event of total or substantial destruction as set forth in Paragraph 11, and in either case such vote to be evidenced by an instrument to that effect signed by the President or Vice-president and Secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Charlotte County. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the

condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the Board of Directors of the Association. Easements reserved by Developer shall not be affected.

22. **MANAGEMENT AGREEMENT.** The Association, acting through its Board of Directors, is authorized to enter into an agreement with any person or legal entity, including Developer or Developer's subsidiary, to act as managing agent to handle the affairs of the Association and the operation of the Condominium Association upon such terms and conditions as the Board may deem to be in the best interests of the Condominium Association and the unit owners. The Board may delegate any part or all of the duties and functions of the Association to such managing agent.

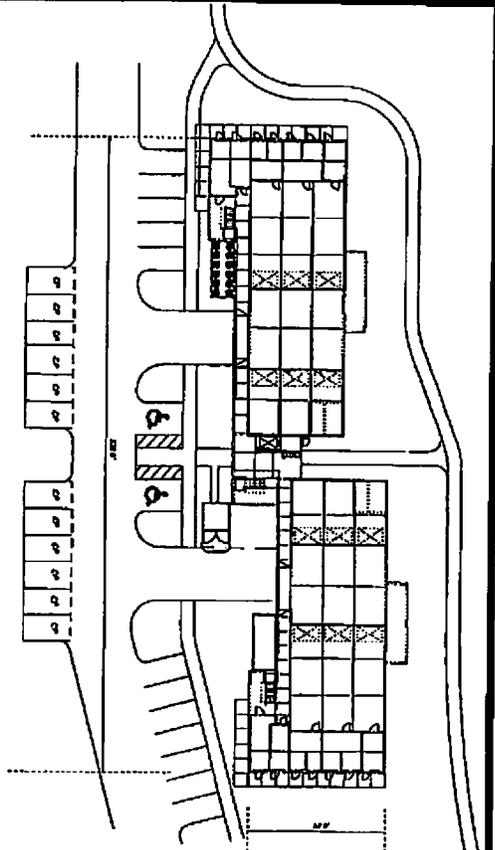
23. **BINDING EFFECT.** All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

24. **SEVERABILITY.** If any provision of this Declaration, the Articles of Incorporation or the Bylaws, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instrument and of the application thereof in other circumstances shall not be affected thereby.

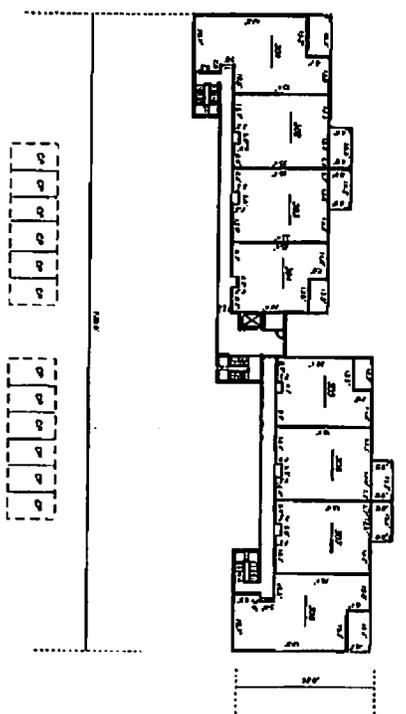
CAPE HAZE RESORT B 3/5,
A CONDOMINIUM

Lying in SECTION 34, TOWNSHIP 41 SOUTH, RANGE 20 EAST,
CHARLOTTE COUNTY, FLORIDA.

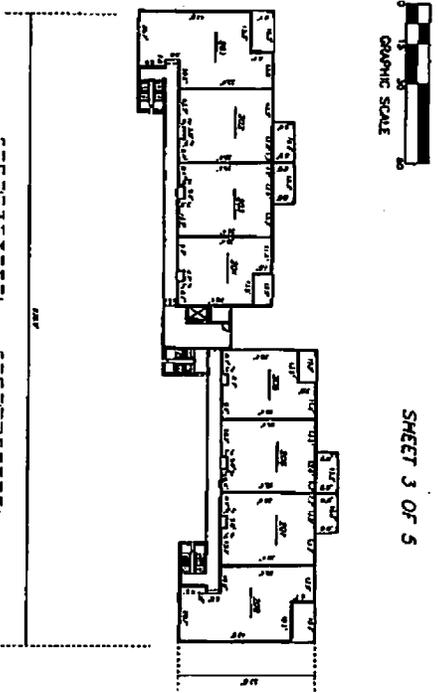
SHEET 3 OF 5



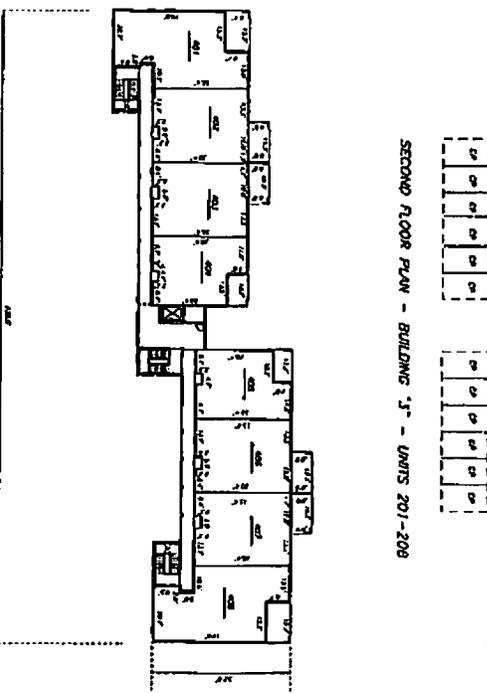
GROUND FLOOR PLAN - BUILDING 3 -
UNITS 201-208
UNITS 301-308
UNITS 401-408



THIRD FLOOR PLAN - BUILDING 3 - UNITS 201-208
UNITS 301-308
UNITS 401-408



SECOND FLOOR PLAN - BUILDING 3 - UNITS 201-208
UNITS 301-308
UNITS 401-408



FOURTH FLOOR PLAN - BUILDING 3 - UNITS 201-208
UNITS 301-308
UNITS 401-408

PLAT PREPARED BY: STRAYER SURVEYING & MAPPING, INC.

OWNER'S NOTES:

- (1) Limited Common Elements (LCE) are defined in the Declaration of Condominium.
- (2) Easements refer to National Geographic Vertical Datum (N.G.V.D.) 1929 derived from Charlotte County Benchmarks within the area.
- (3) Bearings shown hereon are based on description data: the North P/W line of S.M. 773, being N51°30'00"W.
- (4) Property hereon appears to lie within (2) Flood Zones "A" & "B" Elevation required (12.0' & 13.0') per FIRM PLANK #120081 0336 F, dated 05/05/03.
- (5) Areas not designated as "Unit" or "LCE" are common elements, subject to the terms of the Declaration of Condominium.
- (6) C.P. denotes covered parking.
- (7) F.O.C. = denotes Point of Commencement.
- (8) P.O.B. = denotes Point of Beginning.

NOTE: All unit dimensions shown refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.



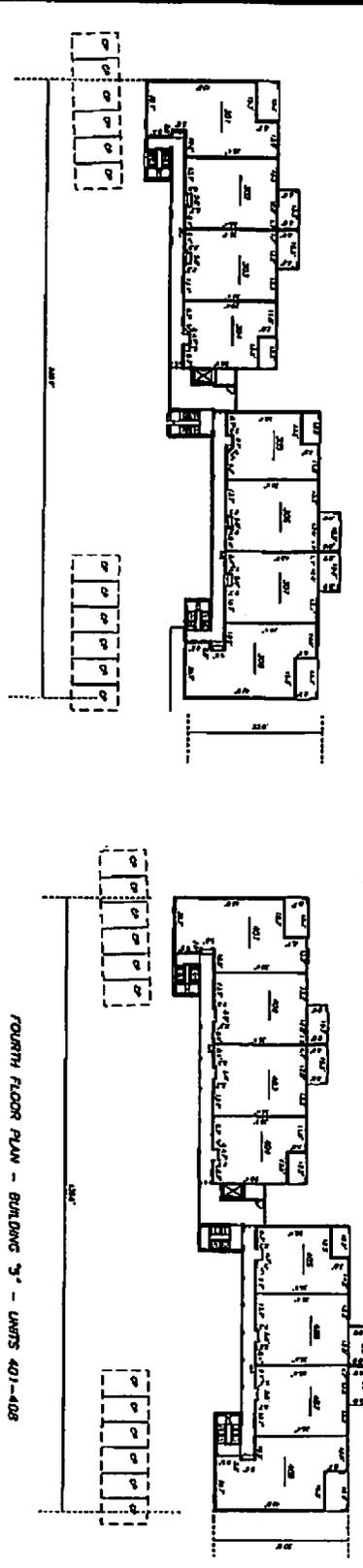
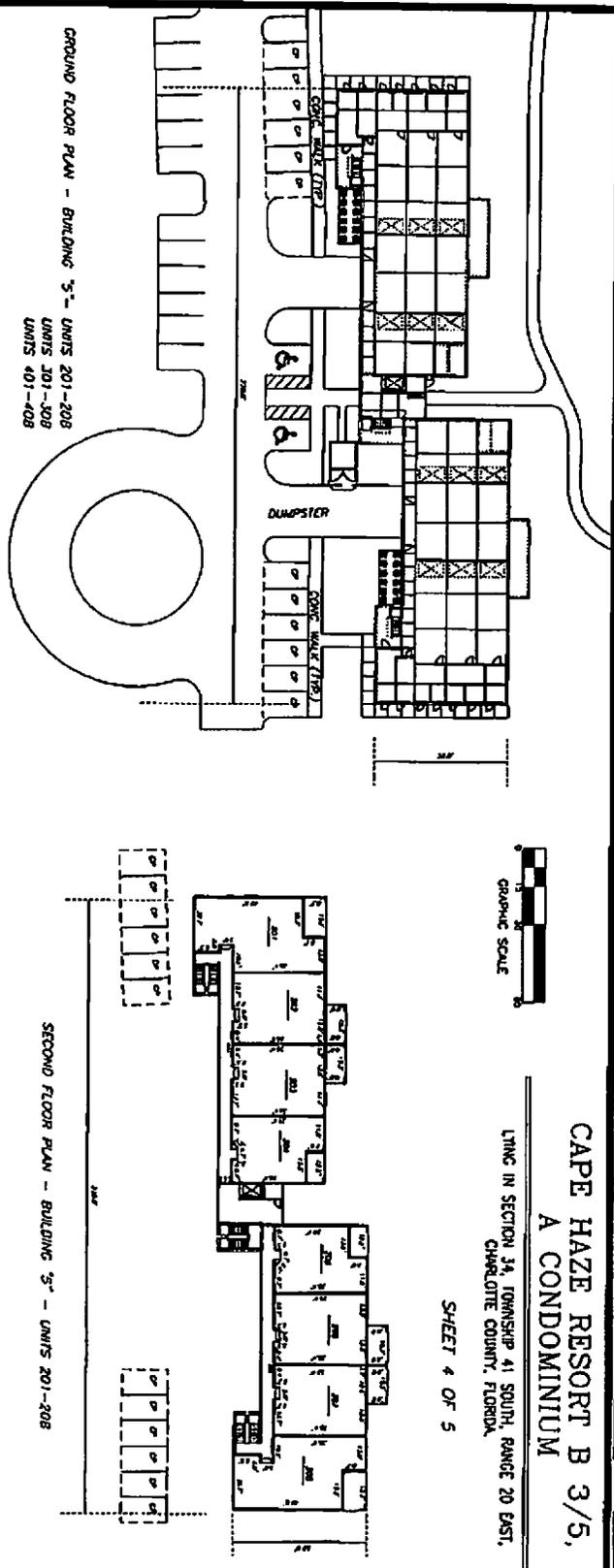
Strayer Surveying & Mapping, Inc.

2400 Highway 17 North
Tampa, FL 33607
Tel: (813) 977-2700
Fax: (813) 977-2700
www.strayersurveying.com

CAPE HAZE RESORT B 3/5,
A CONDOMINIUM

LING IN SECTION 14, TOWNSHIP 41 SOUTH, RANGE 20 EAST,
CHARLOTTE COUNTY, FLORIDA

SHEET 4 OF 5



NOTE: All unit dimensions shown refer to
inside dimensions of the unit and are
subject to slight variance which may
occur during construction.

SURVEYOR'S NOTES:

- (1) Limited Common Elements (LCE) are defined in the Declaration of Condominium.
- (2) Easements refer to National Geodetic Vertical Datum (NGVD) 1879 derived from Charlotte County Benchmarks within the site.
- (3) Bearings shown herein are based on description data, the North R/W line of S.R. 775, using N.51°30'00"W.
- (4) Property herein appears to be within (2) Flood Zones "AE", Elevation required (12.0' & 13.0') per F.A.R.M. Panel #12008) 0358 F. dated 05/05/02.
- (5) Areas not designated as "Unit" or "LCE" are common elements, subject to the terms of the Declaration of Condominium.
- (6) C.O. denotes covered parking.
P.O.C. = denotes Point Of Commencement
P.O.B. = denotes Point Of Beginning

Strayer Surveying
& Mapping, Inc.

202 Strayer Ave
Charlotte, NC 28203
704.375.1111
www.strayer-surveying.com



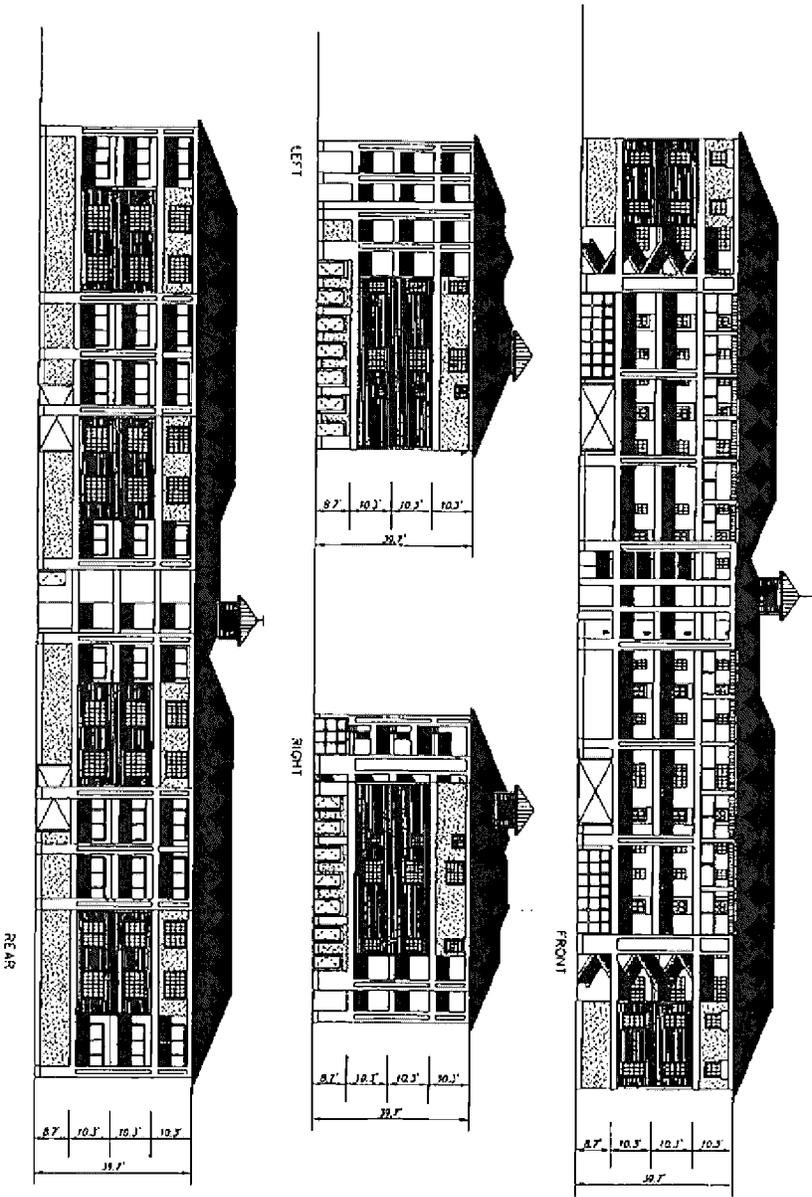
PLAT PREPARED BY: STRAYER SURVEYING & MAPPING, INC.



Strayer Surveying & Mapping, Inc.
751 DeWitt Avenue
Waco, Texas 76797
Tel: (817) 874-1566
Email address: strayer@cmcentral.net

115 Terminal Road
P.O. Box 1393
Lubbock, Texas 79403
Tel: (817) 874-3701
Email address: jstrayer@cmcentral.net

BUILDINGS " 3 " AND " 5 "



CONDOMINIUM BOOK 17 PAGE 1E
CAPE HAZE RESORT B 3/5,
A CONDOMINIUM
Lying in SECTION 34, TOWNSHIP 41 SOUTH, RANGE 20 EAST,
CHARLOTTE COUNTY, FLORIDA.

SHEET 5 OF 5

Prepared by and returned to:

Kevin L. Edwards, Esquire
Becker & Poliakoff, P.A.
1819 Main Street, Suite 905
Sarasota, FL 34236

CERTIFICATE OF RECORDATION
2018 AMENDED
DECLARATION OF CONDOMINIUM
OF
CAPE HAZE RESORT B 3/5, A CONDOMINIUM
2018 AMENDED ARTICLES OF INCORPORATION
2018 AMENDED BYLAWS
OF
CAPE HAZE RESORT B 3/5 CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the attached 2018 Amended Governing Documents were duly adopted by the Association membership via written consent as evidenced by the attached consent forms. Said Amended Governing Documents were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium of Cape Haze B 3/5 is recorded at O.R. Book 3136, Page 1501, *et seq.*, of the Public Records of Charlotte County, Florida.

The 2018 Amended Declaration of Condominium for Cape Haze B 3/5 is attached hereto. The plats of record are incorporated by reference, with photocopies recorded for reference as Exhibit "A." The 2018 Amended Articles of Incorporation of Cape Haze Resort B 3/5 Condominium Association, Inc. are attached as Exhibit "B." The 2018 Amended Bylaws of Cape Haze Resort B 3/5 Condominium Association, Inc. are attached as Exhibit "C."

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CAPE HAZE RESORT B 3/5 CONDOMINIUM ASSOCIATION, INC.

By: Henry Travers
Henry Travers, President

Maid Olson Duck
Witness Signature

Gail Olson Duck
Printed Name

Sandy Crawford
Witness Signature

Sandy Crawford
Printed Name

STATE OF SOUTH DAKOTA
COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 27th day of June 2019 by Henry Travers, as President of Cape Haze Resort B 3/5 Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Drivers Lic as identification. If no type of identification is indicated, the above-named persons are personally known to me.

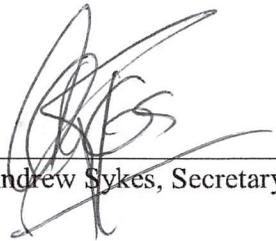
Sandy Crawford

Notary Public
Printed Name Sandy Crawford
State of South Dakota
My Commission Expires 03/24/2022



Attest:

Andrew Sykes, Secretary



B. Jamieson

Witness Signature

Brittany Jamieson

Printed Name

Paula Bamford

Witness Signature

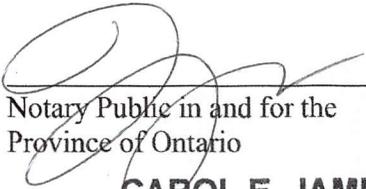
PAULA BAMFORD

Printed Name

CANADA

PROVINCE OF ONTARIO

The foregoing instrument was acknowledged before me this 2 day of JULY 2019 by Andrew Sykes, as Secretary of Cape Haze Resort B 3/5 Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced DRIVERS LICENCE as identification. If no type of identification is indicated, the above-named persons are personally known to me.



Notary Public in and for the
Province of Ontario

CAROL E. JAMIESON
Barrister, Solicitor, Notary Public
1 Invergordon Ave., Box 158
Minden, ON K0M 2K0

ACTIVE: 11003081_3