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CERTIFICATE OF AMENDMENT

**Declaration of
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM**

I, the undersigned President of the Board of Directors of San Mirage at Bonita Springs Condominium Association, Inc. ("Association"), hereby certify that on June 13, 2013, at a duly-called and properly-noticed meeting of the Association members at which a quorum was present, the attached Amended and Restated Declaration of San Mirage at Bonita Springs Condominium, and exhibits thereto, were approved by the required voting interests of the Association.

Dated this 25 day of June, 2013.

Witnesses:

Russell J. Connor Jr

By: Russell J. Connor Jr

Carole D. Mathis

By: CAROLE D. MATHIS

**SAN MIRAGE AT BONITA SPRINGS
CONDOMINIUM ASSOCIATION, INC.**

Robert Nichols

By: Robert Nichols, President, Board of Directors

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

Subscribed before me this 25 day of June 2013, by Robert Nichols, who is personally known to me.

[Signature]
NOTARY PUBLIC



**AMENDED AND RESTATED
DECLARATION
OF
SAN MIRAGE AT BONITA SPRINGS
CONDOMINIUM**

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**AMENDED AND RESTATED DECLARATION
OF
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM**

THIS IS A SUBSTANTIAL REWORDING OF THE DECLARATION OF SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 4596, PAGE 2292. ET SEQ., OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. PLEASE REFER TO THAT DOCUMENT FOR THE PREVIOUS TEXT.

RECITALS:

On February 17, 2005, Colonnades Development LLLP, a Maryland limited liability partnership authorized to transact business in Florida as "Colonnades Development, Ltd., LLLP," ("Developer") recorded that certain Declaration of San Mirage at Bonita Springs Condominium ("Original Declaration") in Official Records Book 4596, Page 2292, *et seq.*, of the Public Records of Lee County, Florida. By recording the Original Declaration in the Public Records of Lee County, Florida in accordance with the provisions of Chapter 718, Florida Statutes, ("Condominium Act"), the Developer created San Mirage at Bonita Springs Condominium ("Condominium") upon that certain real property ("Land") located in Lee County, Florida legally described as follows:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA,
COUNTY OF LEE, LYING IN SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24
EAST, AND BEING PARCEL 8 OF SPRING CREEK EAST UNIT TWO,
RECORDED IN PLAT BOOK 62 AT PAGES 65 THROUGH 67 OF THE LEE
COUNTY PUBLIC RECORDS.

The Developer was joined in the Original Declaration by San Mirage at Bonita Springs Condominium Association, Inc., a Florida corporation not for profit ("Association") and the consent of LaSalle Bank National Association, a National Banking Association ("Mortgagee"), was duly given and recorded.

WITNESSETH:

The submission of the Land to the condominium form of ownership by the Original Declaration is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium ("Declaration"), the Association members hereby adopt certain amendments to the Original Declaration and hereby restate it and its exhibits in their entirety. Furthermore, by adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the Land under the condominium form of ownership and pursuant to the provisions of the Condominium Act.

1. DEFINITIONS. THE FOLLOWING TERMS WHEN USED IN THIS DECLARATION AND ITS EXHIBITS, AND AS it and they may hereafter be subsequently amended, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

1.1 "Act" or "Condominium Act" means the Condominium Act (Chapter 718, Florida Statutes), as it exists on the date hereof or as it may be amended from time to time, including the definitions therein contained.

1.2 "Articles" means the Articles of Incorporation of San Mirage at Bonita Springs Condominium Association, Inc., attached hereto as **Exhibit "B"** as amended from time to time.

1.3 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against a Unit.

1.4 "Association" means **SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

1.5 "Association Property" means all real and personal property owned or leased by the Association for the use and benefit of its members.

1.6 "Board of Directors" or "Board" means the representative body that 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."

1.7 "Building" means the structure or structures within which the Units or Common Elements exist, regardless of the number of such structures, and which are located on the Land.

1.8 "Bylaws" mean the Bylaws of San Mirage at Bonita Springs Condominium Association, Inc., attached hereto as **Exhibit "C"** as amended from time to time.

1.9 "Charge" means any legal or equitable indebtedness to the Association incurred by, or on behalf of a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.10 "Common Elements" mean and include:

1.10.1 The portions of the Condominium Property not included within the Units.

1.10.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, the Common Elements and/or the Association Property.

1.10.3 An easement of support in every portion of a Unit that contributes to the support of the Building including, but not limited to, all load bearing interior walls within the Units.

1.10.4 The property and installations required for the furnishing of utilities and other services to more than one Unit, the Common Elements and/or the Association Property.

1.10.5 Any and all portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property.

1.10.6 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

1.11 "Common Expenses" means all expenses incurred by the Association for the operation, management, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or Bylaws. For the purposes of this Declaration, "Common Expenses" shall also include, without limitation, the following: (a) the costs relating to the operation, repair and maintenance of all Common Elements and Association Property; (b) all reserves required by the Act or otherwise established by the Association, regardless of when the reserve funds are expended; (c) the cost of a master antenna television system or duly franchised cable or satellite television service obtained pursuant to a bulk contract; (d) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any, serving all the Units; (e) if applicable, all costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems; (f) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (g) to the extent the Association determines to install exterior storm shutters, all expense of installation, repair, and maintenance of the same by the Association provided, however, that a Unit Owner who has already installed exterior storm shutters or other acceptable hurricane protection shall receive a credit equal to the pro-rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same including, without limitation, any and all costs associated with putting the shutters on in the event of an impending storm and the costs of taking the shutters off once the storm threat passes; (h) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment, supplies, etc. including, without limitation, leases for trash compacting, recycling and/or laundry equipment, if same is leased by the Association rather than being owned by it; (i) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as hereinafter defined); (j) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (k) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for officers and directors of the Association; (l) costs of water and sewer, electricity, gas and other utilities which are not consumed by and metered to individual Units; (m) any and all assessments against the Condominium Property pursuant to the Master Covenants (as hereinafter defined); (n) any and all costs, expenses, obligations and/or liabilities that may arise pursuant to the Restrictive Covenants (as hereinafter defined); and (o) costs resulting from damage to the

Condominium Property that are necessary to satisfy any deductible and/or effect necessary repairs that are in excess of insurance proceeds received as a result of such damage. Common Expenses shall not include any separate obligations of individual Unit Owners.

1.12 "Common Surplus" means the excess of all receipts of the Association including, but not limited to, Assessments, Charges, fees, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses.

1.13 "Condominium" means San Mirage at Bonita Springs Condominium.

1.14 "Condominium Documents" means this Declaration; the Boundary Survey and Plot Plan, a copy of which is attached hereto as Exhibit "A" the Articles of Incorporation of San Mirage at Bonita Springs Condominium Association, Inc., a copy of which is attached hereto as Exhibit "B" the Bylaws of San Mirage at Bonita Springs Condominium Association, Inc., a copy of which is attached hereto as Exhibit "C" and the Rules and Regulations promulgated from time to time by the Board of Directors. The Rules and Regulations need not (but may) be recorded in the Lee County Public Records in order to be valid.

1.15 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements that is appurtenant to said Unit and, when the context permits, the term includes all of the other appurtenances to the Unit such as, but not limited to, the right to membership in the Association.

1.16 "Condominium Property" means the Land and property interests subjected to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

1.17 "County" means the County of Lee, State of Florida.

1.18 "Declaration" or "Declaration of Condominium" means this instrument and any amendments thereto as may be adopted from time to time.

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

1.19.1 One natural person, his spouse, if any, and their custodial children, if any.

1.19.2 Not more than two natural persons not meeting the requirement of Section 1.19.1 above, but who customarily reside together as a single housekeeping 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.

1.20 "Fixtures" means those items of tangible personal property that, by being physically annexed or constructively affixed to a Unit, have become accessory to a Unit and part and parcel of it including, but not limited to, interior partitions, walls, appliances that have been built in or permanently

affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

1.21 "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.

1.22 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located or to be located on the Condominium property, including but not limited to the Building.

1.23 "Insurable Improvements" means the "Building" as defined in Section 1.7 of this Declaration, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association.

1.24 "Invitee" means a person or persons allowed entry for the purpose of conducting business with a Unit's occupant, or otherwise entering the Condominium Property on a temporary basis at the express or implied consent of the Unit Owner.

1.25 "Lease" means the grant by a Unit Owner of a right of use of the Owner's Unit for consideration.

1.26 "Life Safety Systems" means and refers to any and all emergency lighting, emergency generators, audio and visual signals, safety systems, sprinklers and smoke detection systems that are now or hereafter installed in the Building(s), whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or Condominium contains all such Life Safety Systems. Notwithstanding anything herein contained to the contrary, any portion of the Life Safety Systems, as defined above, that serves any property other than the Condominium governed by the Master Covenants and/or Common Areas (as defined in the Master Covenants), shall be deemed excluded from the Life Safety Systems hereunder, if part of the Common Areas.

1.27 "Limited Common Elements" means property that is reserved for the use of a certain Unit or Units to the exclusion of other Units as reflected on the Boundary Survey and Plot Plan or in this Declaration. 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.

1.28 "Limited Common Expense" means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are

assessed only against the benefiting Unit Owner(s), as authorized by Section 718.113(1) of the Act, and if so provided in this Declaration.

1.29 "Master Association" means Spring Creek East Property Owners Association, Inc. a Florida corporation not for profit, being the entity responsible for the administration of the Master Covenants.

1.30 "Master Covenants" means the Declaration of Restrictions of Spring Creek East dated April 13, 1998 and recorded May 5, 1998 in Official Records Book 2955, at Page 2932 of the Public Records of the County, and when the context permits, shall also mean the Articles of Incorporation and Bylaws of the Master Association, all as now or hereafter amended, modified or supplemented.

1.31 "Primary Occupant" means a natural person designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity that is not a natural person.

1.32 "Restrictive Covenants" means and refers to the aggregate of the following recorded documents, which presently encumber the Condominium Property:

(a) Declaration of Covenants dated January 6, 1994 and recorded January 7, 1994 in Official Records Book 2460, at Page 3760 of the Public Records of the County, as now or hereafter amended, modified or supplemented.

(b) Declaration of Protective Covenants and Restrictions dated July 29, 1994 and recorded in Official Records Book 2523, at Page 3262 of the Public Records of the County, as now or hereafter amended, modified or supplemented.

(c) Declaration of Site Conditions and Restrictions dated December 30, 1998 and recorded in Official Records Book 3059, at Page 1625 of the Public Records of the County, as now or hereafter amended, modified or supplemented.

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

1.34 "Unit" means a part of the Condominium Property subject to exclusive ownership.

1.35 "Unit Owner" or "Owner" means the record Owner of a Condominium Parcel.

1.36 "Utility Services," as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, means, but is not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

1.37 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owner or, collectively, Owners of each Unit are entitled to one vote in

Association matters. There are one hundred ninety-six (196) Units, so the total number of voting interests is one hundred ninety-six (196).

2. STATEMENT OF CONDOMINIUM DECLARATION. The Developer submitted the Land and improvements thereon to condominium ownership in accordance with Florida Statutes, as more specifically detailed in the recitals of this Declaration.

3. CONDOMINIUM NAME. The name by which this condominium is identified is "San Mirage at Bonita Springs Condominium."

4. UNIT IDENTIFICATION. Each Unit is identified by a numeric and/or alpha-numeric designation as indicated on the Boundary Survey and Plot Plan, which is attached hereto as Exhibit "A". There exist upon the Land nine (9) Buildings that collectively containing a total of one hundred ninety-six (196) Units.

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the Land, a graphic description of the improvements located thereon including, but not limited to, the Building(s) in which the Units are located, and a plot plan thereof are attached hereto as Exhibit "A". Exhibit "A" together with this Declaration, is sufficient in detail to identify the Common Elements, Limited Common Elements and each Unit and their relative locations and approximate dimensions.

6. CONDOMINIUM UNITS AND APPURTENANCES. Condominium Units are those cubicles of space and all improvements constructed therein identified and described in the Boundary Survey and Plot Plan in Exhibit "A". The horizontal and vertical boundaries of the Condominium Units shall be as follows:

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

6.2 Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the upper story if the Unit is a multi-story Unit, provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lowest story for which there is no corresponding ceiling on the story directly above the ceiling of such lowest story).

6.3 Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the lowest story if the Unit is a multi-story Unit, provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the highest story for which there is no corresponding floor on the story directly below the floor of such highest story).

6.4 Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

6.5 Apertures. Where there are apertures in any boundary including, but not limited to, windows, doors and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exterior doors facing interior Common Element hallways shall not be included in the boundaries of the Unit and shall therefore be Common Elements. Notwithstanding anything to the contrary, the structural components of the Building and the Life Safety Systems, regardless of where located, are expressly excluded from the Units and are instead deemed Common Elements.

6.6 Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the Boundary Survey and Plot Plan attached hereto as **Exhibit "A"** shall control in determining the boundaries of a Unit, except that the provisions of Sections 6.1 through 6.3 above shall control unless specifically depicted and labeled otherwise on such Boundary Survey and Plot Plan.

6.7 Exclusive Use. Each Unit Owner shall have the exclusive use of his Unit.

6.8 Appurtenances. The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto, whether or not separately described, all of the rights, title and interest including but not limited to:

6.8.1 Common Elements. An undivided share of the Common Elements, such undivided share to be that portion set forth in Section 7 hereof.

6.8.2 Easements. For the benefit of the Unit.

6.8.3 Association Membership and interest in funds and assets held by the Association.

6.8.4 Automobile Parking Space (for Private Passenger Automobile Only). The privilege of using assigned parking spaces within the area designated for parking on the Boundary Survey and Plot Plan.

6.9 Easement to Air Space. The appurtenances shall include an exclusive easement for the use of the air occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time.

6.10 Cross Easements. The appurtenances shall include the following easements from each Unit Owner to each other Unit Owner and the Association:

6.10.1 Ingress and Egress. Easements through the Common Elements for ingress and egress.

6.10.2 Maintenance, Repair and Replacement. Easements through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours except that access may be had at any time in case of emergency.

6.10.3 Support. Every portion of a Unit contributing to the support of the Building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.

6.10.4 Utilities. Easements over, through, above and beneath the Units and other portions of the Condominium Property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units and the Common Elements; provided, however, that such easements through a Unit shall be only according to the plans and specifications for the Building or as the Building is constructed unless approved in writing by the Unit Owner.

7. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.

7.1 Fractional Interest Ownership and Shares. Each Unit shall have appurtenant thereto an equal undivided one - one hundred ninety-sixth (1/196th) ownership interest in the Common Elements and Common Surplus and an equal one - one hundred ninety sixth (1/196th) responsibility for the Common Expenses.

7.2 Voting. Each Unit shall be entitled to one (1) vote to be cast in accordance with the provisions of the Articles and Bylaws. Each Unit Owner shall be a member of the Association.

8. COMMON ELEMENTS; LIMITED COMMON ELEMENTS; EASEMENTS.

8.1 Common Elements. The term "Common Elements" means all of the property submitted to condominium ownership that is not within the Unit boundaries set forth in Section 6 above. The Common Elements include, without limitation, the following:

8.1.1 The portions of the Condominium Property not included within the Units.

8.1.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, the Common Elements and/or the Association Property.

8.1.3 An easement of support in every portion of a Unit that contributes to the support of the Building including, but not limited to, all load bearing interior walls within the Units.

8.1.4 The property and installations required for the furnishing of utilities and other services to more than one Unit, the Common Elements and/or the Association Property.

8.1.5 Any and all portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property.

8.1.6 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

8.2 Limited Common Elements. The term "Limited Common Elements" means property that is reserved for the use of a certain Unit or Units to the exclusion of other Units as reflected on the Boundary Survey and Plot Plan or in this Declaration. 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. The Limited Common Elements include, without limitation, the following:

8.2.1 Patios, Balconies, Terraces and/or Lanais appurtenant to Units. Any patio, balcony, terrace and/or lanai (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs of same being a part of the Common Expenses. Each Unit Owner shall, however, be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of any screening, existing floor coverings and/or floor coverings hereafter placed or installed thereon. A Unit Owner using a patio, balcony, terrace and/or lanai or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them from any liability or damage to the Condominium and/or Association Property and expense arising therefrom.

8.2.2 Parking Spaces, Parking Garages and/or Carports. Prior to the sale of the last Unit by the Developer, the Developer assigned the exclusive use of certain parking spaces, parking garages and/or carports to Units as appurtenant Limited Common Elements. The assignments were made by written instruments, which instruments were not recorded in the Public Records of the County but were filed in the official records of the Association. A Unit Owner may assign the Limited Common Element parking space, parking garage and/or carport appurtenant to his or her Unit to another Unit by written instrument delivered to (and to be held by) the Association. Furthermore, a Limited Common Element parking space, parking garage and/or carport may be relocated at any time, from time to time, by the Board to comply with applicable federal, state and local laws and regulations regarding or affecting handicap accessibility. The maintenance of any Limited Common Element parking space, parking garage and/or carports so assigned is the responsibility of the Association. Notwithstanding the above, visitor spaces are intended for the short-term usage of owners, tenants, and their guests, and are not intended for long-term storage.

8.2.3 Miscellaneous Areas and Equipment. Except to the extent that same are located within the boundaries of a Unit and thus constitute part of a Unit, any fixtures or equipment (e.g., an air conditioning compressor, other portions of any air conditioning systems, and/or heater, if any, or hot water heater) serving a Unit or Units exclusively and any area (e.g., closet, roof space or ground slab) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). Without limiting the foregoing, each air conditioning unit (and all equipment and fixtures constituting an individual air conditioning system) located on the roof of a Building that serves one Unit shall be deemed a Limited Common Element of the Unit it serves. The maintenance and cost of any such

fixtures and/or equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which the fixtures and/or equipment are appurtenant.

8.2.4 Ventilation Fans. For purposes of this Declaration, all ventilation fans (if any) installed in certain Units shall be deemed limited common elements. Each unit owner shall be responsible for all maintenance, repair and replacement of such ventilation fans.

8.3 Easements. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the Land and, notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion/de-annexation of any Land from the Condominium, unless released by all record title holders, lienors, and beneficiaries of such easement. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easements.

8.3.1 Support. Each Unit and any structure and/or Improvement now or hereafter constructed adjacent thereto shall have an easement of support and of necessity and shall be subject to an easement if support and necessity in favor of all other Units, the Common Elements and/or the Association Property, and any other structure or improvement that abuts any Unit, the Building or any Improvements including, without limitation, any structures now or hereafter governed by the Master Covenants and/or the Restrictive Covenants.

8.3.2 Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications and other services and drainage in order to serve the Condominium and/or members of the Association and/or the Master Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provisions of such utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications or other service or drainage facilities and to remove anything interfering with or impairing such facilities or easements herein reserved. The Association, through the Board of Directors, has the power, without joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, as the Board 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, through the Board of Directors, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agency.

8.3.3 Encroachments. If (i) any portion of the Common Elements and/or Association Property encroaches upon any Unit (or Limited Common Element appurtenant thereto); (ii)

any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements and/or Association Property; or (iii) any encroachment shall hereafter occur as the result of (A) settling or shifting of the Improvements; (B) any alteration or repair to the Common Elements and/or Association Property made by or with the consent of the Association, or (C) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit, the Common Elements and/or Association Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.

8.3.4 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 portion 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 portion 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.

8.4 Restraint upon Separation and Partition. The undivided share in the Common Elements and Common Surplus that are appurtenant to a Unit shall not be separated therefrom, shall pass with the title to the Unit (whether or not separately described) and cannot be conveyed or encumbered except together with the Unit. The exclusive right to use all Limited Common Elements appurtenant to a Unit, except as provided elsewhere herein to the contrary, shall not be separated therefrom, shall pass with the title to the Unit (whether or not separately described) and cannot be conveyed or encumbered except together with the Unit.

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

9.1 Association Maintenance. The maintenance, repair and replacement of all Common Elements (except those Limited Common Elements for which this Declaration delegates responsibility to the Unit Owner) and Association Property shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements.

Same shall include, but not be limited to, exterior painting, roofing, maintenance of parking facilities, and maintaining portions of the Condominium Property exposed to the elements, but shall not include maintenance of screen frames or screening or balcony enclosures, nor any alteration or addition to the Condominium Property made by a Unit Owner or his predecessors in title, nor any portions of the Condominium Property exposed to the elements for which this Declaration delegates responsibility to the Unit Owner.

The Association shall maintain the window installations originally installed by the Developer, or replacements thereof of like kind and quality. Same includes the window frame and encasement, the plate glass, and the exterior caulking thereof. The Unit Owners shall be responsible for interior window locking and opening mechanisms, interior caulking (if necessary or desired), the window sill (unless part of the

window frame) and glass breakage due to any interior cause. The Association shall, through the Board of Directors, have the authority to determine, when windows need to be replaced, the style of windows, and same shall not require a vote of the Unit Owners, it being understood that window styles change periodically, as do applicable codes. Glass enclosures or partitions that were not installed as part of the original construction, such as balcony enclosures (if permitted as provided elsewhere in the Condominium Documents) are not the maintenance or insurance responsibility of the Association, and shall be the insurance, maintenance, repair and replacement responsibility of the affected Owner.

The Association's maintenance responsibility includes, without limitation, all electrical conduits located outside the Unit, plumbing fixtures and installations located outside the Unit, installations located within a Unit but serving another Unit or the Common Elements, or installations 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 constituting the Common Elements of the Condominium, including the interior surface of the exterior boundary walls, as well as the drywall ceiling of the Unit. Decorations of such surfaces (including but not limited to paint, wallpapering, "popcorn," paneling, etc.) are the responsibility of the Unit Owner. The Association's maintenance responsibility does not include interior non-load bearing partitions, electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit.

If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property that 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, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, as shall any screens or frames that the Association must remove in connection with the maintenance of the Building, although the Association may have such screen replacement work performed by its contractor, and the Unit Owner will be responsible for reimbursements as a Charge.

9.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and those Limited Common Elements serving his Unit, if so provided herein, whether ordinary or extraordinary including, without limitation: interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing); all electrical or plumbing facilities located in the Unit, which service only the individual Unit plus all electrical facilities from the electrical meter inward, which service only that Unit; maintenance, repair and replacement of window screens, screen doors or balcony screens (including hardware and framing); sliding glass doors and the structural components thereof, including trim and caulking; Unit front entry door, except that the Association may paint entry doors when it is painting the entire Buildings; all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related

Fixtures and installations; appliances; all portions of the heating and air conditioning equipment (including compressors, air handlers and Freon lines) and utility installations and connections serving an individual Unit, no matter where located (except that Association shall maintain chases housing Freon lines), dryer vents to the point of termination (even if exterior to the Unit), air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit); carpeting and other floor covering (including balcony areas); door and window hardware and locks; all other facilities or Fixtures located or contained entirely within a Unit that serve only that Unit. All incoming plumbing from the shut-off valve (at hot water) inward is a specific Unit Owner responsibility. Outbound plumbing is the responsibility of the Owner until the point of connection to a vertical disposal, even if outside the Unit boundary. All areas and items, for which the maintenance, repair and replacement responsibility is assigned to Unit Owners, if located outside of the boundaries of the Unit, are declared Limited Common Elements. Notwithstanding the above, the Board in its sole discretion, may require a unit owner to replace the water heater servicing his unit at the unit owner's expense, should it be determined that there is imminent danger of failure.

9.3 Additional Unit Owner Obligations. In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement that requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to Building roofs; removal, modification or relocation of any interior partitions, walls, whether load-bearing or not or the relocation of cabinets or appliances; relocation of utility plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- (a) preservation of uniformity of appearance;
- (b) use of licensed and insured contractors;
- (c) right (but not duty) of oversight by the Association or its agent;
- (d) the Unit Owner submitting plans as to the scope of the contemplated repair;
- (e) restrictions as to hours of work;
- (f) imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year;
- (g) restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction; and,
- (h) restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

Unit owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors, which approval may be conditioned on the work being performed during certain months of the year for the benefit of other Unit Owners. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, and shall include but not be limited to activities involving the following:

- (a) activities involving the use of power equipment such as jackhammers, drills, saws, and the like which create substantial noise as determined by the Board;
- (b) activities resulting in the creation of substantial noise that can be heard outside of the unit, regardless of whether power equipment is used or not, as determined by the Board;
- (c) activities rendering the unit uninhabitable during the performance of the work;
- (d) activities requiring the storage of materials or equipment on the premises outside of the unit;
- (e) activities involving the presence of work crews or significant numbers of workers, as determined by the Board; and,
- (f) activities requiring the use of scaffolding, booms, or other forms of exterior access.

The Board may permit the temporary staging of scaffolding for maintenance and repair of hurricane shutters.

Nothing shall preclude the Association from acting as the Owner's agent and obtaining the services of Contractors to perform Unit Owner maintenance responsibilities, provided that the Association and the Owner so agree, or when necessary (as determined by the Board) to facilitate projects involving the Association's maintenance of the Condominium Property, and provided that the Owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents (i.e., a lien for Charges). Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit, that all Contractors and other persons performing services for the Unit or Owner are properly licensed and insured, including required Worker's Compensation insurance. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

9.4 Patios, Balconies, Terraces and/or Lanais. Patios, Balconies, Terraces and/or Lanais (referred to collectively hereinafter as "balcony" or "balconies") are designated as Limited Common Elements. The Unit Owner has the right to the exclusive use of said balcony and shall be responsible for the maintenance, care and preservation of: balcony floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building); the screens and frames; storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and Fixture(s) on or

servicing the balcony; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of balcony floors, ceilings and exterior portions, and also the Building walls enclosed by the balconies, provided that painting and regular maintenance (nonstructural) of Building walls enclosed by balconies shall be done by the Unit Owners, subject to the uniformity of appearance (e.g., color) and other criteria set forth in these Condominium Documents, or as determined by the Board. However, the Association may, if it elects, paint balcony walls and ceilings in connection with the painting of the Building as either a common expense, or on a voluntary participation basis, as determined by the Board of Directors. Unit Owners may not puncture (by nails, hooks, screws or otherwise) balcony floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors. The Board of Directors may from time to time establish rules and regulations regarding sun shades and storm shutters which face the exterior of the buildings, as well as screen doors.

9.5 Unit Floor Coverings. All Units above the first floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may only be installed in areas other than kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The minimum sound proofing material that will be approved shall be of such kind and quality to achieve STC and IIC ratings of at least 60 in bathrooms and 60 in all other areas and as the Board may further specify.

9.6 Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior, or in any manner change the appearance of any portion of the Condominium visible from the exterior, or make any structural change within the Unit interior without first obtaining the written consent of the Board of Directors, which 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. "Structural" alterations include, but are not limited to: relocation of existing electrical, plumbing, air conditioning or heating installations; relocation of existing Fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (if load bearing), door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" shall also include the addition, removal, or relocation of any plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition if load bearing or visible from the exterior. Replacement of cabinetry, appliances, Fixtures, etc., with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a Building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency, whether or not mentioned above.

The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural 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, the quality of the proposed alteration, objections of neighboring 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 the manner provided in Section 9.8 of the Declaration of Condominium, regardless of the cost or expense of such addition or alteration. If any Unit Owner requests approval of any structural alteration or modification, the Association may permit such removal or modifications if same would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein, the structural integrity of the Building or create a nuisance or disturbance to neighboring Units.

9.7 Additional Unit Owner Responsibility for Alterations and Additions. If a Unit Owner (or his predecessors in title) makes, or has made any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, 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. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation of the item, with said obligation being secured by a right of lien for Charges of equal dignity and priority 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.

9.8 Alterations by Association. There shall be no material alterations or substantial additions to the Common Elements or Association Property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than five percent (5%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a majority (50% plus one) of voting interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of a majority (50% plus one) of the entire voting interests. Necessary maintenance of the Common Elements, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors.

9.9 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 or Limited Common Element 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) by the Association which shall be secured by a lien for Charges of equal dignity to the common expense lien created by this Declaration. The Board may adopt a maintenance, repair and replacement schedule to be followed by all Unit Owners for items such as windows, sliding glass doors, water heaters, toilets, portions of any air conditions systems, washers and the like, which can, as they reach the end of their useful life, cause severe damage to the Condominium Property if not properly maintained, repaired or replaced. Failure to maintain, repair and/or replace these items in accordance with the schedule adopted by the Board shall be evidence of negligence on the part of the violating Unit Owner and the Association may, but is under no obligation to do so, 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) by the Association which shall be secured by a lien for Charges of equal dignity and priority to the common expense lien created by this Declaration.

9.10 Damage to Condominium Property. 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 intentional act or negligence, or by that of any member of his Family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a Unit or Limited Common Elements which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, 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) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Unit Owner being adequately insured based on local standards and conditions. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owners insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability on the Association or Unit Owners, but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew. If one or more of the Units involved is not occupied at the time a damage incident 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 of equal dignity and priority to the common expense lien created by this Declaration. Unit Owners are required to shut off all water valves when the Unit will be unoccupied on an overnight basis, and failure to do so will create a presumption of negligence.

9.11 Combination of Units. Two contiguous Units may, subject to the prior written approval of the Board of Directors, be combined into a single living space. The Board may disapprove such request, based upon its discretion, and upon a finding that the proposed combination of Units is not in the best interests of the Association. The Board, as a condition of approving the combination of Units, may require sealed plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association that the proposed work affiliated with the Unit combination complies with all applicable laws, codes, and ordinances. The Board may further require such Professional Engineers or Architect's certification at the end of the work, certifying that said work has been performed in accordance with the plans and specifications, and in accordance with all applicable laws, codes, and ordinances. The Owner (and his successor in title) shall be required to indemnify and hold the Association and Unit Owners harmless for any claim of any nature arising from the combination or reconfiguration of the Unit. Should the Board, in its discretion, determine that the Association must retain independent professionals to review the request, including but not limited to engineers, architects, or attorneys, the Association may also condition approval of the requesting Unit Owner's agreement to reimburse the Association for said fees and expenses. Units that have been combined shall, after combination, be used only as a "single family" residence (including rental rights), and may not be used as two living quarters. Units that have been combined shall constitute two units for purposes of sharing common expense, ownership of Common Elements, and voting rights. If units that have been combined are sold, they shall be sold as a single living quarters, unless specifically approved by the Board to the contrary. If combined Units are to be re-configured into two living spaces, the Board shall have the authority, using the same criteria listed above for combination of Units, to approve the reconfiguration. Without limitation, the Board shall have the authority to require plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association, that the reconfiguration of the Units into two living spaces is done in accordance with all applicable laws, codes, and ordinances and in accordance with the original configuration of the Units.

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the same basis as their percentage of ownership of the entire Condominium as set forth in Section 7.

10.1 Liability for Assessments. Unless otherwise required by Florida Statute, a Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and Charges against the grantor for his/her share of the Common Expenses including attorney's fees and other costs of collection incurred by the Association up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments and Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made.

10.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee charge and interest charge in an amount as determined by the Board of Directors which, unless otherwise

specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest charges, late Charges and collection or other reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The Association may also accelerate all Assessments or Charges that have accrued, but are not yet due, in the manner provided by law. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the Original Declaration of Condominium. Upon payment, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments and Charges without waiving any claim of lien.

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

10.4 Appointment of Receiver to Collect Rental. 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 are in default (more than thirty days in arrears): The Association may, without order of the court, direct rental income (by written notice to the tenant with copy to Owner) from Units in default to be paid directly to the Association until all outstanding assessments, interest, costs and 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 the institution of 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. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments in relation to the holder of a first mortgage on a Unit ("First Mortgagees") who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes, as amended from time to time. They shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments

and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

10.6 Possession of Unit. Any person who acquires an interest in a Unit, except First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

10.7 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit.

10.8 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 that 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 dignity and priority to, 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. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the Condominium shall be by the Association, which shall have by and through its Officers and Directors, such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its officers. The management of the Association and election of the members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following powers and duties:

11.1 Access. The irrevocable right of access to each Unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. The Association may require that a pass key be posted for each Unit and if determined advisable by the Board, may implement a master key system.

11.2 Assessments. The power to make and collect regular and special assessments and other Charges against Unit Owners and to Lease, maintain, repair and replace the Common Elements and Association Property.

11.3 Recordkeeping. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times in accordance with the Act and reasonable rules and regulations promulgated by the Board regarding the same.

11.4 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and in connection therewith, or to its officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.5 Regulations. The power to adopt and amend Rules and Regulations covering the particulars of the operation of the Association and use of the Condominium Property.

11.6 Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property. The power to acquire or transfer real property or otherwise convey and mortgage real property for the use and benefit of its members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval shall be required to purchase (or mortgage) a Unit through foreclosure, deed in lieu of foreclosure, or in connection with the Association's right of first refusal set forth in Section 17 hereof. Leasing of Units, Common Elements or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.

11.7 Membership Agreements. The power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend the Declaration.

11.8 Fees for Use of Common Elements. Pursuant to Section 718.111(4), Florida Statutes, 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.

11.9 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as determined by the Board of Directors. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement.

11.10 Limitation upon Liability of Association. Notwithstanding the duty to maintain and repair parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition of the Condominium Property. Furthermore, 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 same shall have been approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN 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, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

11.10.1 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,

11.10.2 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, COUNTY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS OR CRIMINAL ACTIVITIES; AND,

11.10.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS THAT 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 ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, AND EMPLOYEES.

11.11 Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew. Mold occurs naturally in almost all indoor environments. Mold spores may also enter the Condominium Property through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

11.11.1 The Unit Owner shall take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others but they are not meant to be all-inclusive.

11.11.1.1 Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.

11.11.1.2 Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

11.11.1.3 Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

11.11.1.4 Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.

11.11.1.5 Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, water heaters, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional.

11.11.1.6 Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and are certain that refrigerator and freezer doors seal properly.

11.11.1.7 Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.

11.11.1.8 Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

11.11.1.9 Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

11.11.1.10 Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

11.11.1.11 Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

11.11.1.12 Regularly maintain the Unit. For example, regularly caulk the windows, faucets, drains, tub and showers.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. **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 MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.**

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

12. INSURANCE. The insurance which shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property shall be as follows:

12.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Coverage.

12.2.1 Casualty. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general casualty, flood 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, the Units, and the personal property of the Association, for the full replacement or insurable value thereto including coverage for changes in building codes, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude foundation and excavation costs in its discretion. 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), Florida Statutes, as amended from time to time. 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 hazard policy issued to protect a condominium building does not include Unit floor, wall, or ceiling coverings; electrical fixtures; appliances; air conditioner or heating equipment; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit; all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries. The Unit Owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes, as well as 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. Likewise, if the Association's master insurance policy obligations are increased by amendments to the Act, the Association shall insure such items.

12.2.2 Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property 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 Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, 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.

12.2.3 Worker's Compensation. Such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

12.2.4 Other Insurance. Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability insurance coverage and insurance for the benefit of its employees.

12.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient in the exercise of their business judgment.

12.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, or if applicable, a Limited Common Expense.

12.5 Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and first mortgagees in the following shares:

12.5.1 Common Elements. Proceeds On Account Of Damage To Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

12.5.2 Unit. Proceeds On Account Of Damage To Units Shall Be Held In The Following Undivided Shares:

12.5.2.1 When The Condominium Building Is To Be Restored: For the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

12.5.2.2 When The Condominium Building Is Not To Be Restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

12.5.2.3 Common Elements and Units: When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to Common Elements, Limited Common Elements, and Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common casualty, but the proceeds are insufficient to pay the cost of casualty repair and/or reconstruction to all of the damages Condominium Property (including but not limited to shortfalls occasioned by the existence of a deductible), that such proceeds shall first be applied to Common Elements damage, and then to Limited Common Element damage, and then to Units damage;. It is the intent of this provision that when there is a common casualty loss causing significant damage to the premises, the proceeds shall be first apportioned to repair and/or reconstruct all common ownership and use property and not applied first to Unit damage.

12.5.3 Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

12.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

12.6.1 Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them, or, at the option of the Board, maybe deposited in the Condominium's reserve fund.

12.6.2 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

12.7 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

12.8 Insurance by Unit Owners. Unit Owners are required to purchase and maintain adequate insurance coverage as follows: Title insurance is optional, and is the sole responsibility of the Unit Owner. Flood insurance, excess to the Association's coverage is optional. Unit Owners are required to carry basic casualty and liability insurance. Such insurance must include liability coverage of at least \$300,000.00 for injury to persons or property occurring within the Unit, the Limited Common Elements, or claims involving the Unit Owner's tenants, guests, and invitees. Owners shall also be required to carry casualty insurance in amounts deemed sufficient by the Board (which may establish additional and supplemental individual Unit Owner's insurance obligations from time to time by rule) to provide for the Unit Owner's having adequate insurance to rebuild the interior of the Condominium premises, and any other items the Owner is obligated to reconstruct after casualty in the event of a casualty loss. In no case shall the limits be less than to provide Full Replacement Cost Coverage. Owners are also encouraged to carry Loss Assessment coverage, and such other coverage's as theft individual insurance agent may recommend providing full protection. The Board may require that Unit Owners provide Certificates of Insurance, or other appropriate evidence of the Unit Owner's carrying such insurance.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

13.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Element shall be reconstructed or repaired.

13.2 The Building.

13.2.1 Lesser Damage. If the damage renders less than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

13.2.2 Major Damage. If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire voting interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the casualty, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed two (2) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

13.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not then according to plans and specifications approved by the Board of Directors, regardless of whether it is a material alteration or substantial addition as described in Article 9.8 and no vote of the Unit Owners shall be required.

13.2.4 Definition of "Uninhabitable." For purposes of this Declaration, "uninhabitable" shall mean that the Board of Directors has concluded that the Buildings cannot be restored to the condition (or a better condition) in which they existed prior to the casualty through available insurance proceeds, plus a special assessment against each unit owner not to exceed 10% of the average fair market value of the units, as determined by the Board. This calculation shall not include costs affiliated with those items the unit owner is obligated to repair or replace, at the unit owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

13.3 Responsibility. If the damage includes those parts of a Unit or Limited Common Element or additions or upgrades for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair after casualty of said portion of the work, although the Association may perform the work on behalf of the Owner if the damage is to an item that the Association insures when the Board deems it to be in the best interests of the Association to do so, including but not limited to, casualties where having multiple contractors may impede reconstruction efforts. When the Association is the recipient of insurance proceeds, such as in cases where a portion of the Building is insured by the Association, and if any proceeds remain available after allocation pursuant to Section 12.5.2.3 above, but is the repair responsibility of the Unit Owner, the Association may condition the disbursement of any such insurance proceeds to Unit Owners to repair portions of the Condominium Property for which they have the responsibility for repair and reconstruction on obtaining reasonable verification of appropriate steps to ensure that the work is done and that the Contractor is paid for the performance of said work. In all other instances, the responsibility of

reconstruction and repair after casualty shall be that of the Association. Assessments for the cost of the work shall be set forth in Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9.9, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a lien for Charges.

13.4 Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall obtain promptly reliable and detailed estimates of the cost to rebuild or repair. However, if the Association determines to perform the work on behalf of the unit owners, the Association shall obtain the estimates for that portion of the work to be performed by the Association.

13.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including shortfalls or no insurance proceeds occasioned by a deductible), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made as follows: If the damage includes those parts of a Unit or Limited Common Element, or additions or upgrades, for which the responsibility of maintenance and repair is that of the Unit Owner the Unit Owner, shall be responsible for the expenses relating to the reconstruction and repair after casualty of said portion of the work, even if the damage was caused by the Association's removal, disassembly, or demolition of the condominium property if such was connected to the Association's responsibility for reconstruction or to mitigate damage, notwithstanding any requirement to repair incidental damage found elsewhere in the Declaration. Assessments shall be against all unit owners as a Common Expense for damage to the Common Elements (including Limited Common Elements, which the Association maintains, repairs, and replaces as a Common Expense), in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Expenses. Assessments shall be a Limited Common Expense if damage is to a Limited Common Element that the Association maintains as a Limited Common Expense.

13.6 Termination of Condominium if Not Reconstructed. If the Owners vote not to reconstruct the condominium by vote described in Section 13.2.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Section 19 hereof.

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

13.7.1 To determine after a casualty whether the units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Section 13.2.

13.7.2 To declare any portion of the Condominium Property or Association Property unavailable for occupation by owners, tenants, 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, tenants, or guests.

13.7.3 To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) by tearing out wet drywall and carpet (even if the unit owner is obligated to insure and/or replace those items) and to remove personal property from the unit and store at a offsite location, with owners responsible for reimbursing the Association for items for which the owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

13.7.4 To contract on behalf of Unit Owners, with said 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, dry-out of units and replacement of damaged air conditioners when necessary to provide climate control in the units.

13.7.5 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.

13.7.6 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

13.7.7 To 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.

14. USE RESTRICTIONS. Use of the property submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. A condominium Unit shall be used only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Unit. No more than two (2) persons may permanently occupy a one (1) bedroom Unit; no more than four (4) persons may permanently occupy a two (2) bedroom Unit; and no more than six (6) persons may permanently occupy a three (3) bedroom Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may occupy a Unit as a Unit Owner, tenant, or Family member thereof (i.e., occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Section 17 hereof; and may charge a reasonable fee for review of occupancy requests. Visitation by guests is governed by Section 15 of this Declaration of Condominium. Units may not be used for commercial or business purposes. Owners (and their Family members and tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the

Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

14.2 Nuisance. The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to the condominium residents, or which will increase insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

14.3 Pets. Except only as provided below, not more than two (2) pets in total (which shall be limited to domesticated dogs, cats or birds) may be maintained in a Unit provided such pets are: (a) as to each pet, not in excess of forty pounds (40 lbs.); (b) permitted to be so kept by applicable laws and regulations; (c) not left unattended on balconies, terraces, patios or in lanai areas; (d) generally, not a nuisance to residents of other Units or of neighboring buildings; (e) not kept, bred or maintained for any commercial purposes; and (f) not a pit bull, rottweiler, Doberman Pinscher, German Shepherd or other breed reasonably considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold the Board of Directors harmless, each Unit Owner and the Association in such regard. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. At all times when on the Common Elements and/or Association Property, all pets (including cats) must either be carried or be kept on a leash no more than six (6) feet in length at all times. Pets shall only be walked or taken upon those portions of the Common Elements designated by the Association, if any, from time to time for such purposes. Pets shall only be in the hallways of the Buildings as a means of direct ingress or egress to and from its Owner's Unit and the exterior of the Building. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effectuate said repairs and charge the Unit Owner therefore. Notwithstanding the foregoing, fish or caged domestic (household-type) birds may be kept in Units, provided that same do not become a nuisance to residents of other Units or of neighboring buildings. Fish tanks are limited to 20 gallons. Reptiles, rodents, poultry, amphibians, swine or livestock animals or other pets (other than domesticated dogs, cats, fish or birds, as aforesaid) shall not be permitted on the Condominium Property. The ability to keep pets is a privilege, not a right, and without limiting the generality of Section 21 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TENANTS OR THEIR GUESTS SHALL NOT BE PERMITTED TO MAINTAIN PETS, OF ANY KIND, UPON THE CONDOMINIUM PROPERTY.**

14.4 Commercial Trucks, Trailers, Campers and Boats. No trucks (except trucks for use as passenger vehicles only), watercraft, watercraft trailers, nor any vehicle having a shell, camper or other attachment, or commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of

every other description, recreational vehicles, boats, boat trailers, horse trailers or vans shall be permitted to be parked or stored at any place within the Condominium Property. For purposes of this Section, "commercial vehicles" shall mean those that are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for providing pick-up and delivery, nor to passenger-type vans with windows for personal use that are in acceptable condition in the sole opinion of the Board (whose opinion may be changed at anytime upon a reasonable basis). In all cases, vehicles kept within the Condominium Property shall be road-worthy including, without limitation, as to not having flat tires, broken glass, rust holes, being in operating condition and having current license plate/registration. The Board in its sole discretion shall have the right to determine said 'road-worthiness' as long it is not arbitrary or unnecessarily burdensome. All Owners and other occupants of Units are advised to consult with the Association prior to purchasing and/or bringing onto the Condominium Property, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Condominium Property. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted including, without limitation, leaking oil or other fluids, may be disabled or towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such disabling or towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

14.5 Master Association. The Condominium is part of a development known as Spring Creek East ("Community"). The Common Areas of the Community are governed by the Master Association pursuant to the Master Covenants. The Master Covenants contain certain rules, regulations and restrictions relating to the use of such Common Areas as well as the Condominium Property (including Units). The Association will be a member of the Master Association and as such, all Unit Owners will be subject to all of the terms and conditions of the Master Covenants, as amended and supplemented from time to time. Among the powers of the Master Association are the powers to assess the Association (and other members of the Master Association) for a share of the expenses of the operation and maintenance (including the management fees relating to) of such Common Areas and the operation and maintenance of improvements located outside the boundaries of the Community including, but not limited to, signage, traffic signals, street lighting, landscaping and public roads which the Master Association determines benefits the Community, and to impose and foreclose liens in the event such assessments are not paid when due. Except for those instances where the use is limited to the Master Covenants, the Unit Owners shall be entitled to use all of said Common Areas in accordance with and subject to the terms of the Master Covenants.

14.6 Additional Restrictions. The Board of Directors may promulgate reasonable rules affecting the Condominium Property from time to time. The Rules and Regulations, and amendments

thereto may, but need not be recorded in the Public Records of the County. Additional use restrictions are also contained elsewhere in the Condominium Documents.

15. GUEST OCCUPANCY. A “guest” is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or tenant, (or their respective families) for the purpose of visiting the Unit Owner or tenant (or their respective families), occupying the Condominium Unit for less than thirty (30) days during any calendar year, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence.

There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the Unit Owner or tenant (or an adult resident member of the Unit Owner’s or tenant’s Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

15.2 Overnight Guests. When a Unit Owner or Tenant is in Residence: Unit Owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the Unit Owner or tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than eight (8) persons (including the Unit Owner or tenant, and their families) sleep overnight in a three (3) bedroom Unit; no more than six (6) persons (including the Unit Owner or tenant, and their families) sleep overnight in a two (2) bedroom Unit, and no more than four (4) persons (including the Unit Owner or tenant, and their families) sleep overnight in a one (1) bedroom Unit.

15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and tenants are not permitted to have non-overnight guests when the Unit Owner or tenant is absent from the Condominium. Unit Owners and tenants may have their Units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (pool, parking areas, beach access, etc.).

15.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants’ simultaneous residence. Unit Owners are permitted to have overnight guests in the absence of the Unit Owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

15.4.1 Non-Related Overnight Guests in the absence of the Owner will be limited to two (2) occupancies per calendar year. The limitation on Unit density in Section 15.2 applies. Ten (10) days prior notice to the Association is required.

15.4.2 Related Overnight Guests may occupy a Unit in the absence of the Owner. For the purpose of this clause, "related" means all persons who are staying in the Unit on an overnight basis, in the absence of the Owner, are related to the Unit Owner or Primary Occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Unit density in Section 15.2 applies. Ten (10) days prior notice to the Association is required.

15.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

16. LEASING. The Lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner wish to lease his Unit, he shall complete a rental application and furnish the Association with a copy of the proposed Lease and the name of the proposed lessee(s), as well as all proposed occupants. Any person occupying the Unit after initial approval shall be subject to a separate application and approval process. The Association shall have ten (10) business days from the receipt of notice within which to approve or disapprove of the proposed Lease or proposed lessees or occupants. The Association shall give the Unit Owner written notice of its decision within said period. Failure to notify the Unit Owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All Leases shall be for a minimum period of three (3) consecutive months--not more than three (3) in any one year period--and for a maximum period of one (1) year. Leases may be renewed, subject to Board approval. This section shall apply to all unit owners, regardless of when the unit was purchased.

16.1 Board Right of Approval. The Board of Directors shall have the authority to approve all Leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Unit as a tenant, Family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform Lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Unit, as a condition for approval.

16.2 Tenant Conduct, Remedies. All Leases shall be on a uniform form of Lease or Lease addendum if so promulgated by the Association. Uniform Leases, addenda and all other Leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended

from time to time (the "Condominium Documents"). The uniform Lease or addendum and other Leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the Lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, 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 Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. 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 which shall be secured by a continuing lien in the same manner as assessments for Common Expenses.

16.3 Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a Lease or renewal or extension thereof; to require that a prospective lessee or Unit Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes, as amended from time to time.

16.4 Approval Process, Disapproval. Any Unit Owner intending to Lease his Unit shall submit an application and any other requested information and fees at least ten (10) days in advance of the commencement of the Lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed Leases within thirty (30) days of receipt of such information for approval and the completion of the tenant/occupant interview (if required), by sending written notification to the Unit Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of Lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the Lease agreement. If the Association disapproves a proposed Lease or renewal or extension, the Unit Owner shall receive a short statement indicating the reason for the disapproval, and the Lease shall not be made, renewed or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a Lease application if any denial is based upon any of the following factors:

16.4.1 The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

16.4.2 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval

intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking 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 the Condominium Documents;

16.4.3 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a tenant, Unit Owner or occupant Of a Unit;

16.4.4 The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;

16.4.5 All Assessments, fines and other Charges against the Unit and/or Unit Owner have not been paid in full.

16.5 Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have Leased or rented his interest in the Unit as provided herein.

16.6 Association Fee. The Unit Owner or lessee seeking approval of a Lease of a Unit shall pay an application fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a Lease.

17. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

17.1 Forms of Ownership:

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

17.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-owners are other than husband and wife, 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 was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any calendar year. No time share estates may be created. "House Sharing" by multiple families and "Fractional Ownership" are prohibited.

17.1.3 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 a short-term or transient

accommodation for several individuals or families or used as a "perk" for guests of Units owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, or corporation 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 this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. Unit Owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of the County.

17.1.4 Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent, or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, 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.

17.2 Transfers Subject to Approval.

17.2.1 Sale or Other Transfer. No Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

17.2.2 Gift. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date. Approval to own or occupy may not be denied to any gift recipient who was the prior Owner's lawful spouse at the time of the gift, or was related by the gifting Owner by blood or adoption.

17.2.3 Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may 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 deceased Owner by blood or by adoption.

17.2.4 Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the

foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.

17.2.5 Transfers to Trusts. Approval to own or occupy a unit may not be denied to any person who is the recipient of use or occupancy rights arising from transfer to a trust, where the Grantor or Settler of the trust is a Unit Owner, and the Beneficiary or other person entitled to use or occupancy under the Trust Agreement was the Owner's lawful spouse or was related to the Owner by blood or adoption.

17.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

17.3.1 Notice to Board of Directors.

17.3.1.1 Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit occupants.

17.3.1.2 Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require (including that set forth in Article 17.3.1.1 hereof), and a certified copy of the instrument evidencing the Owner's title.

17.3.1.3 Failure to Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

17.3.2 Certificate of Approval.

17.3.2.1 Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

17.3.2.2 Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board of Directors, including a personal interview if requested by the Board of Directors must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

17.3.2.3 Approval of Occupant. If the Unit Owner or purchaser is a corporation, partnership, trust, some other entity, or more than one individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust, other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

17.4 Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

17.4.1 Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

17.4.1.1 At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

17.4.1.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

17.4.2 Gifts, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

17.4.2.1 The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the

Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

17.4.2.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of County, Florida, at the expense of the Unit Owner.

17.4.3 Disapproval for Good Cause. Approval of the Association for title transfers shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

17.4.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium.

17.4.3.2 The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, or any felony;

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

17.4.3.4 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium or other residences as a tenant, or Owner;

17.4.3.5 The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

17.4.3.6 The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,

17.4.3.7 All Assessments and other Charges against the Unit have not been paid in full. If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made.

17.5 Transfer Fee. The Association may Charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction.

17.6 Unauthorized Transactions. Any sale, Lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

18. METHOD OF AMENDMENT OF DECLARATION. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

18.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by thirty-three and one-third percent (33 and 1/3%) of the entire voting interests.

18.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER FOR PRESENT TEXT."

18.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

18.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a majority vote of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of a majority vote of the entire voting interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

18.5 Effective Date. An amendment when adopted shall become effective after being recorded in the County Public Records according to law.

18.6 Automatic Amendment. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2010), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

18.7 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such

apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

19. TERMINATION.

19.1 The Condominium may be terminated under any one of the following alternatives:

19.1.1 Agreement. The Condominium may be terminated at any time by written agreement of all the Owners of the Units, and all the holders of mortgage liens.

19.1.2 Statute. The Condominium may be terminated as provided in the Condominium Act, as amended from time to time.

19.1.3 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 13, which shall mean that more than one-half 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 terminate the condominium. The Board shall have the discretion in scheduling the date of the meeting. Except for the consent of mortgage holders who will not be paid in full under their mortgage, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium after major damage.

19.1.4 Loss of One or More Units. The Condominium shall be terminated in the event there is lesser or major damage and the application of applicable governmental regulations prevents the reconstruction of the Condominium with the same number of units. The termination of the Condominium under this 19.1.4 shall be evidenced by a Certificate of Termination executed by the President or Vice President of the Association with the formalities of a deed certifying to the facts requiring the automatic termination, in which event the procedures for termination and sale set forth in 19.2 through 19.7 hereof shall apply without necessity of obtaining unit owner or mortgagee approval.

19.2 Certificate of Termination; Termination Trustee. The termination of the Condominium via either of the methods set forth in Sections 19.1.1 through 19.1.4 herein shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, certifying to the facts effecting the termination. Written joiners or consents executed with the formalities of a deed from the requisite number of voting interests of the Association, and mortgage holders, if required, shall be included in or be attached to the Certificate of Termination. The certificate shall include the name and address of a Termination Trustee, which must be one of the following: (1) the Association; (2) a Florida financial institution with trust powers; or (3) a licensed Florida attorney. The Certificate of Termination shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this section is recorded in the Public Records the County. The recording of that Certificate of Termination automatically divests the unit owners of legal title, and vests legal title to all real and personal property formerly the condominium property (hereinafter the "Property") in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property shall be owned by the former unit owners as tenants in common in undivided shares, such shares being the same as the undivided shares in the common elements appurtenant to the units as provided

elsewhere in this Declaration. On termination, each lien encumbering a condominium parcel shall be transferred automatically to the beneficial shares in the Property with the same priority.

19.3 Wind-up of Association Affairs. The termination of the Condominium does not, by itself, terminate or dissolve the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws, and by law, for the purpose of winding up the affairs of the Association. The powers of the Association include the authority to sell real or personal property owned by the Association and distribute net proceeds therefrom, and insurance proceeds, to the unit owners in shares that are the same as the undivided shares in the common elements appurtenant to the units as provided elsewhere in this Declaration.

19.4 Trustee's Powers and Duties. The Termination Trustee shall hold title to the Property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests shall appear. If the former unit owners approve a sale of the Property as provided in this section, the Termination Trustee shall have the power and authority to convey title to the Property and distribute the net proceeds in accordance with the provisions of this Declaration. In the event the Association is not the Trustee, the following provisions shall apply:

19.4.1 The Trustee shall be entitled to charge a reason-able fee for acting in such capacity, and that fee, and all costs and expenses incurred by the Trustee in the performance of its duties, may be paid from the proceeds of the sale of the Property.

19.4.2 The Trustee shall be entitled to be indemnified and held harmless by the Association and its members from any and all liabilities and costs incurred by virtue of acting as Trustee, except those resulting from the Trustee's gross negligence or malfeasance.

19.4.3 The Trustee may rely on written instructions and information provided by the officers, directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

19.5 Partition; Sale. Following termination, the Property may be partitioned and sold on the application of any unit owner. If at least two-thirds (2/3rds) of the total voting interests of the membership of the Association agree to accept an offer for the sale of any or all of the Property or to create a new Condominium, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. The Trustee shall have the authority to execute any and all documents to complete the sale and convey legal title to the Property provided an agreement setting forth the terms and conditions of the sale is approved and executed by the requisite two-thirds of the voting interests, with the formalities of a deed, which agreement must be recorded in the Public Records of County, Florida prior to or simultaneous with the sale of the Property to a third party. In the event of a sale approved by the unit owners, any action for partition of the Property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the former unit owners have not authorized a sale of the Property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the Property in a commercially reasonable manner without agreement by the former unit owners, or

may file an appropriate lawsuit to request judicial assistance regarding the partition and sale of the Property. The proceeds of the sale of any of the Property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

19.6 New Condominium. The termination of the Condominium does not bar creation of another condominium including all or any portion of the same property.

19.7 Provisions Survive Termination. The provisions of this Section 19 are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and applicable law, and shall have the power to levy assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees, and expenses of the Termination Trustee, as well as post-termination costs of maintaining the Property, are common expenses, the payment of which is secured by a lien on the beneficial interest owned by each former unit owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

19.8 Amendment. This Section 19 may be amended in the same manner in which this Declaration of Condominium may be amended generally, as set forth in Section 18.

20. CONDEMNATION.

20.1 Awards. 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 assessment shall be made against a defaulting Unit Owner in the amount of this award the amount of the award shall be set off against any sums payable to that Owner.

20.2 Determination Whether to Continue Condominium. Whether the condominium will be continued after condemnation will be decided in the same manner as repair after casualty as set forth in Section 13 hereof concerning Repair After Casualty.

20.3 Distribution of Funds. If the Association 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 the manner provided for insurance proceeds when the condominium is terminated after a casualty. If the Association is not terminated after condemnation, the size of the Association may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

20.4 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 for the taking.

20.5 Units Reduced but Habitable. If the taking 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.

20.5.1 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 assessed against the Owner of the Unit.

20.5.2 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

20.5.3 Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

20.6 Units not Habitable. If the taking of any entire Unit or so reduces the size of the Unit 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.

20.6.1 Payment of Award. The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

20.6.2 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 the manner approved by the Board of Directors.

20.6.3 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 recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

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

20.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an

amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

21. COMPLIANCE AND DEFAULT.

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

21.1.1 The Association;

21.1.2 A Unit Owner; or

21.1.3 Anyone who occupies a Unit as a Family Member, Tenant or a Guest in a Unit, of a Unit Owner. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family Members, Tenants, or Guests.

21.2 Waiver of Rights. The failure of the Association 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 to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived 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.

21.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, tenant, guest, or invitee 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 and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the Condominium Documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent Assessments, and fees reasonably incurred by the Association in obtaining compliance with the Condominium Documents. Said costs and fees shall be secured by a lien for Charges, as provided in Section 10.8 hereof.

21.4 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.

21.5 Waiver. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the

Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

21.6 Notice of Lien or Suit.

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

21.6.2 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 Unit, such notice to be given five (5) days after the Unit Owner receives actual knowledge thereof.

21.6.3 Failure to Comply. Failure of an Owner to comply with this Section 21.6 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

22. MISCELLANEOUS PROVISIONS.

22.1 The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land.

22.2 If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

22.3 These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

22.4 All notices shall be given as provided in the Bylaws.

22.5 There shall be no limitation upon sale, Lease or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the condominium premises.

22.6 The Developer granted to each Unit Owner a non-exclusive easement for streets, walks and other rights of way serving the Unit as a part of the Common Elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein granted to each Unit Owner.

22.7 All persons joining this Declaration subjects his interest to the provisions of this Declaration and the provisions of Chapter 718, Florida Statutes, as now or hereafter amended.

22.8 In the event of a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act, Section 718, Florida Statutes, shall control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

22.9 The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any exhibits attached hereto.

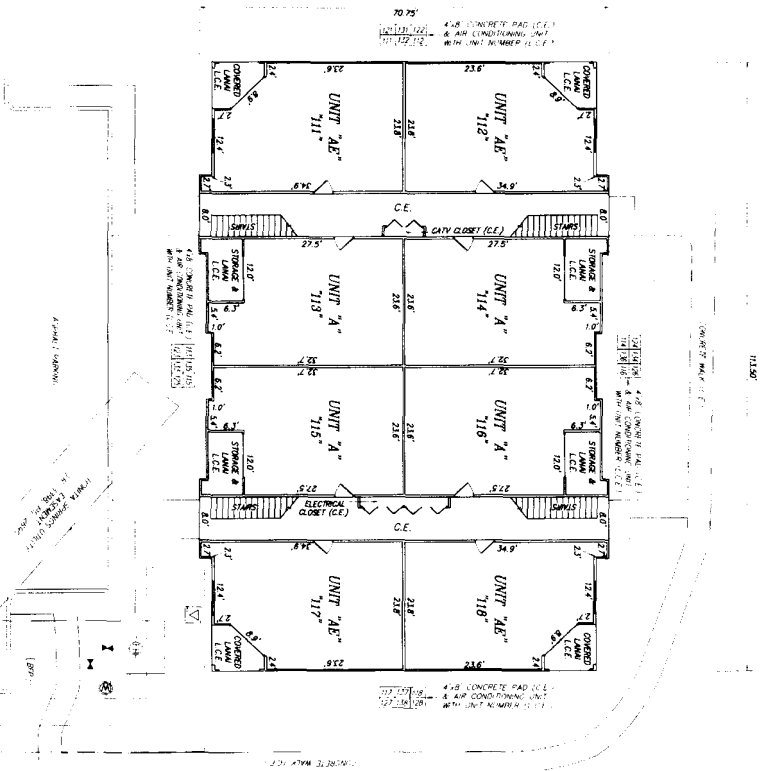
22.10 The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 36 PAGE 71

- [illegible]



NOTE:
IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES
INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED
TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
24 UNIT "TYPE I" BUILDING
WITH UNITS "A" & "AE"
BUILDING #1



10 5 0 10 20
GRAPHIC SCALE 1" = 10'

[illegible]

Banks Engineering, Inc.

ENGINEERING, SURVEYING & LAND PLANNING

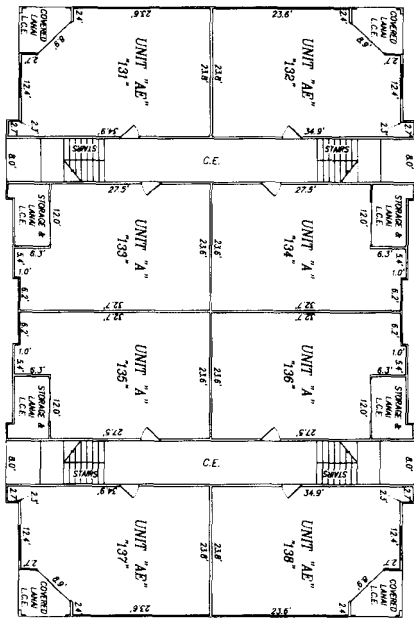
FLORIDA BUSINESS CERTIFICATION NUMBER LB 66600
6660 WILLOW PARK DRIVE SUITE 11

NAPLES, FLORIDA 34109
Ph: (239) 597-7061 Fax: (239) 597-3082

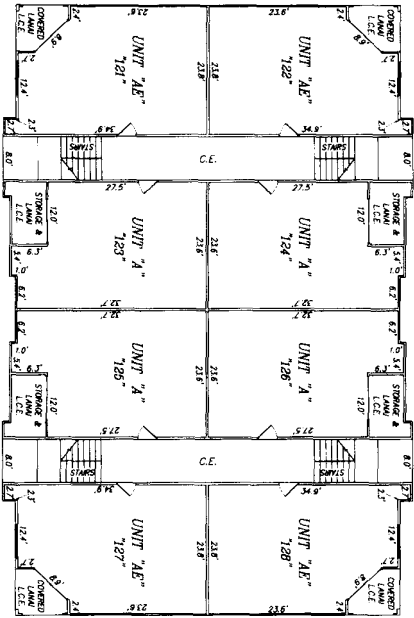
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LEE COUNTY, FLORIDA									
DATE	PROJECT	DRAWING	DESIGN	DATE	SCALE	SHEET	OF	FILE NO. (S-1-B)	
9-10-04	1982	CONDO	D.S.	1/05	1"=10'	2	19	21422-075-21	

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM
LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 34, PAGE 74
SHEET 3 OF 19



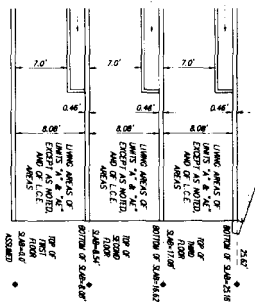
THIRD FLOOR



SECOND FLOOR

NOTE:
IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES
INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED
TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.

1.08" DROP CEILING
UNIT "A": UTILITY ROOMS, KITCHENS, MASTER BATHROOMS, AND MASTER
SUITE ENTRANCES
UNIT "AE": UTILITY ROOMS, KITCHENS, MASTER BATHROOMS, MASTER
SUITE ENTRANCES, AND TOILETS
(SEE SHEET 20 OF 19 FOR LOCATION SHADING)



TYPICAL SECTION
NOT TO SCALE

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
24 UNIT "TYPE I" BUILDING
WITH UNITS "A" & "AE"
BUILDING #1

Banks Engineering, Inc.

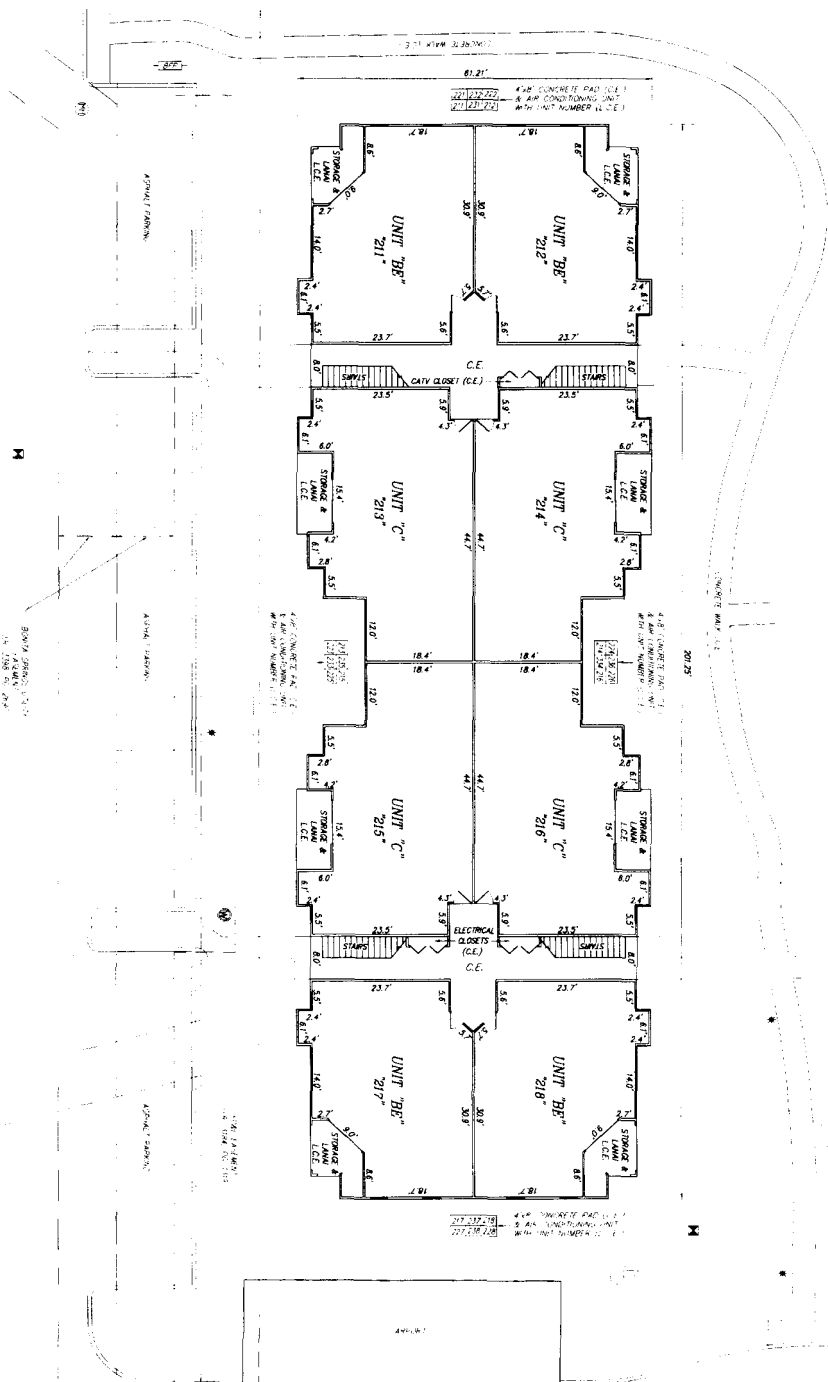
ENGINEERING, SURVEYING & LAND PLANNING
FLORIDA BUSINESS CERTIFICATION NUMBER LB 6880
8440 W. UNIVERSITY BLVD., SUITE 100
FORT MYERS, FLORIDA 34109
PH: (239) 987-2041 FAX: (239) 987-2082

CONDOMINIUM SURVEY
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM
LEE COUNTY, FLORIDA

DATE	PROJECT	CONTRACT	REVISION	BY	DATE	SCALE	SHEET	OF	FILE NO. (S-1-B)
9-10-04	1992	CONDO	DLS	DLS	1/25	1"=10'	3	19	21822-47S-74E

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM
LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 314, PAGE 73
SHEET 4 OF 19



FIRST FLOOR

NOTE:
IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES
INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED
TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.



GRAPHIC SCALE 1" = 10'

Baults Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
FLORIDA BUSINESS CERTIFICATION NUMBER 18 0000
6400 WARE, FLORIDA 34109
PH: (336) 997-2081 FAX: (336) 997-5082

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM
LEE COUNTY, FLORIDA

NO.	DATE	REVISION DESCRIPTION
1	10/10/04	ISSUED FOR PERMIT
2	10/10/04	REVISION 1: CORRECTED UNIT 211 LIVING AREA
3	10/10/04	REVISION 2: CORRECTED UNIT 212 LIVING AREA
4	10/10/04	REVISION 3: CORRECTED UNIT 213 LIVING AREA
5	10/10/04	REVISION 4: CORRECTED UNIT 214 LIVING AREA
6	10/10/04	REVISION 5: CORRECTED UNIT 215 LIVING AREA
7	10/10/04	REVISION 6: CORRECTED UNIT 216 LIVING AREA
8	10/10/04	REVISION 7: CORRECTED UNIT 217 LIVING AREA
9	10/10/04	REVISION 8: CORRECTED UNIT 218 LIVING AREA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
9-10-04	1992	CONDO	DLS	DLS	TOS	1"=10'	4	19	21422-475-251

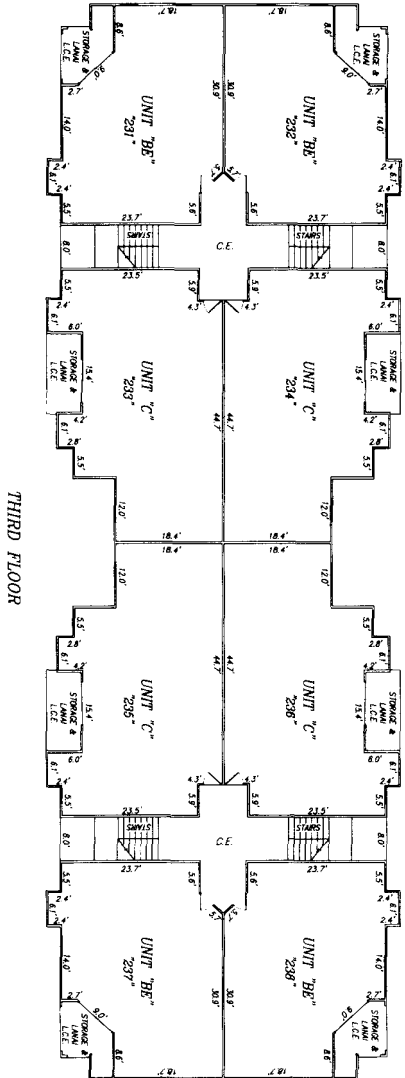
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EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
24 UNIT "TYPE IV" BUILDING
WITH UNITS "C" & "BE"
BUILDING #2

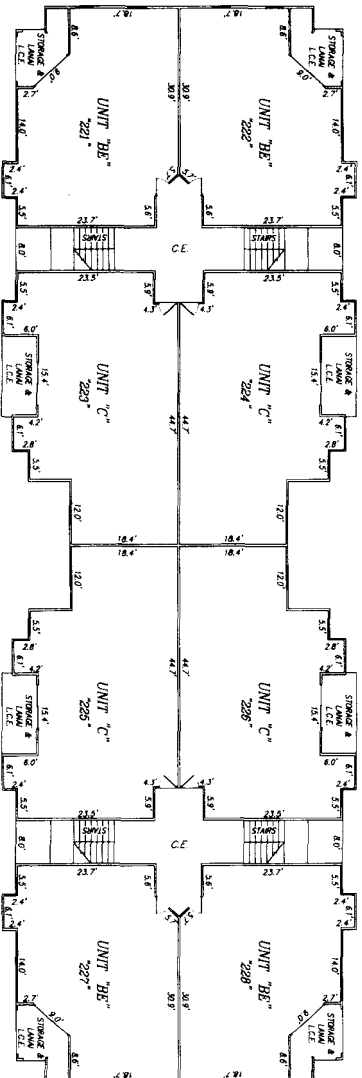
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 316 PAGE 74
SHEET 5 OF 19



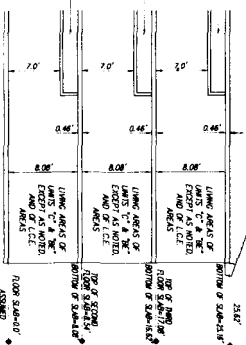
THIRD FLOOR



SECOND FLOOR

NOTE:
IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES
INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED
TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.

1.00' DROP CEILINGS
UNIT "C": UTILITY ROOMS, KITCHENS, BATHROOMS, DINING
ROOMS, AND HALLWAYS
UNIT "BE": UTILITY ROOMS, KITCHENS, MASTER BATHROOMS,
BATHROOMS, AND FOYERS
(SEE SHEET 30 OF 19 FOR LOCATION SHADING)



TYPICAL SECTION
NOT TO SCALE

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
24 UNIT "TYPE IV" BUILDING
WITH UNITS "C" & "BE"
BUILDING #2

Bank's Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
FLORIDA BUSINESS CERTIFICATION NUMBER 13 6400
4440 JAMES L. JAMES, P.E.
PH: (239) 597-2081 FAX: (239) 597-2082

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM
LEE COUNTY, FLORIDA
CONDOMINIUM SURVEY

NO.	DATE	DESCRIPTION
1	10/1/93	PRELIMINARY SURVEY
2	10/1/93	FINAL SURVEY
3	10/1/93	REVISION
4	10/1/93	REVISION
5	10/1/93	REVISION
6	10/1/93	REVISION
7	10/1/93	REVISION
8	10/1/93	REVISION
9	10/1/93	REVISION
10	10/1/93	REVISION

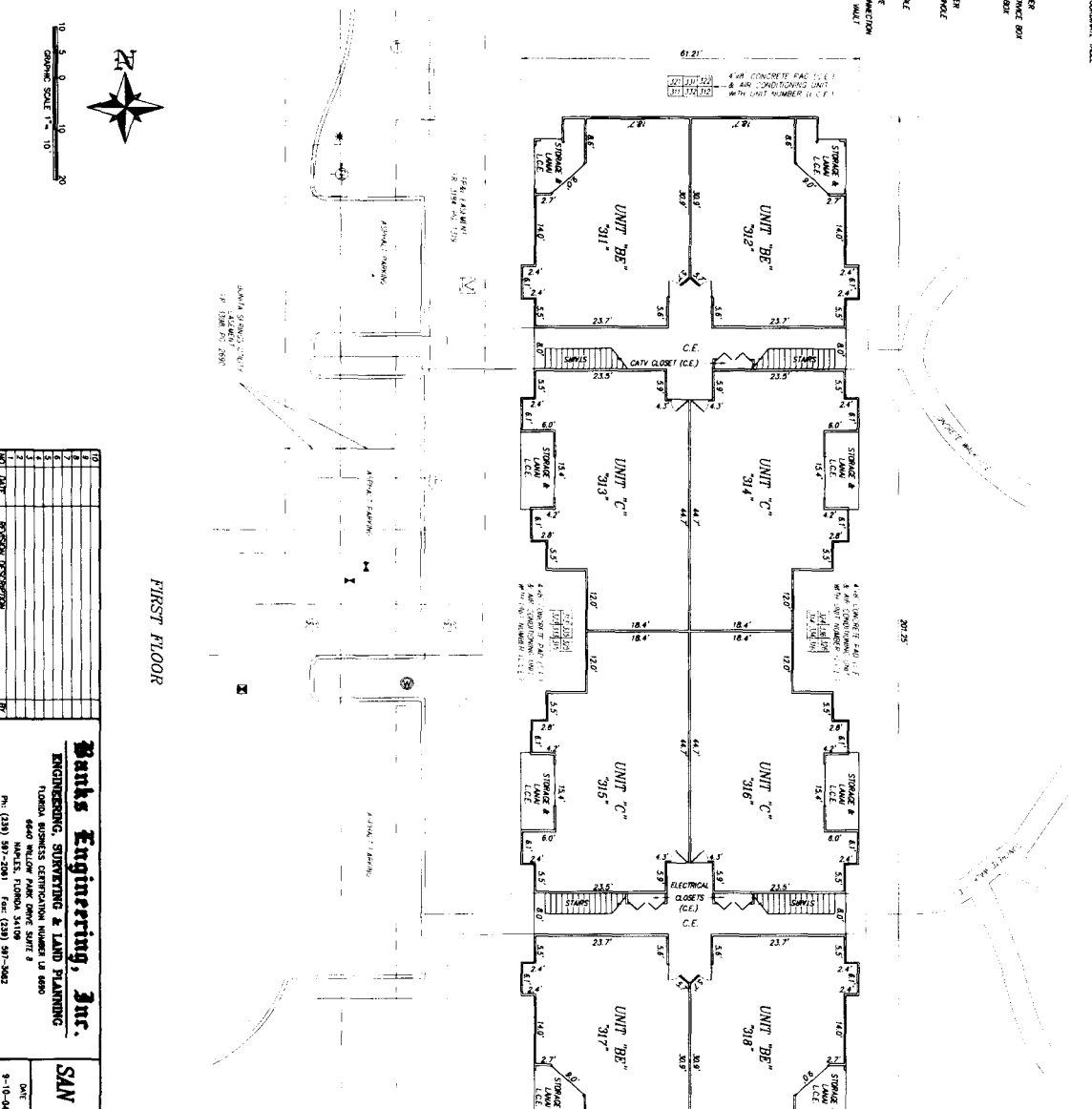
DATE	PROJECT	DRAWING	SECTION	DWG.	TITLE	SHEET	OF
9-10-94	1993	CONDO	D.S.	T.C.S.	1"=10'	5	19
						FILE NO. (S-1-19)	
						21423-475-23E	

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 34 PAGE 15
SHEET 6 OF 19

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NO.	UNIT	RESERVATION
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100	100	

Banks Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
FLORIDA BUSINESS CERTIFICATION NUMBER 04 6690
4000 W. US HWY 1
SUITE 100
MILWAUKEE, FLORIDA 33110
PH: (335) 997-2081 FAX: (335) 997-3062

DATE	PROJECT	ISSUANCE	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO.
9-10-04	1992	CONDOM	DLS	DLS	TCS	1"=10'	6	19	21022-475-245

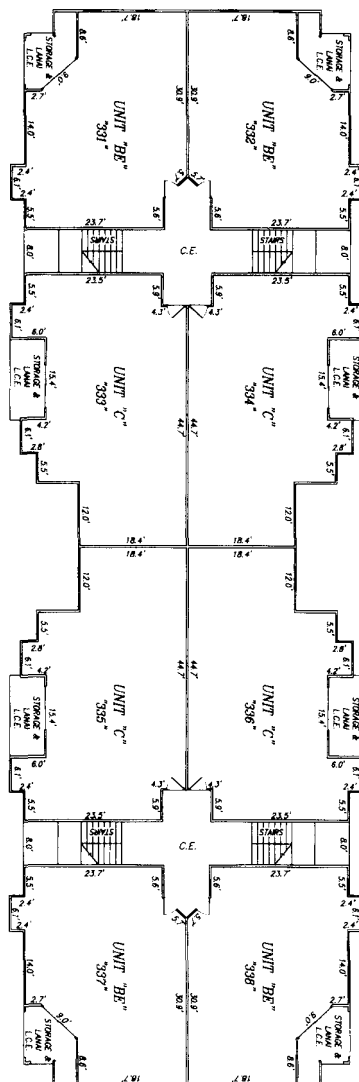
NOTE:
IN CONFORMANCE WITH THE DECLARATION, THE PARKING SPACES
SHOWN BELOW AS COMMON ELEMENTS MAY BE ASSIGNED
TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
24 UNIT "TYPE IV" BUILDING
WITH UNITS "C" & "BE"
BUILDING #3

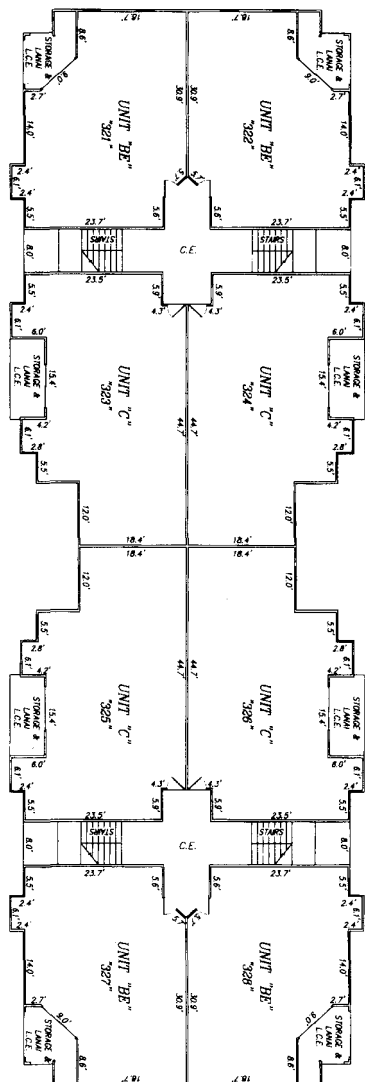
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 36 PAGE 76
SHEET 7 OF 19

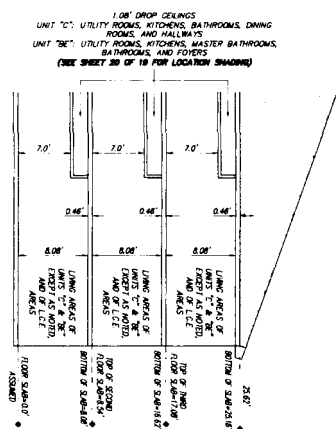


THIRD FLOOR



SECOND FLOOR

NOTE: IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED LIMITED COMMON ELEMENTS.



TYPICAL SECTION
NOT TO SCALE

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
24 UNIT "TYPE IV" BUILDING
WITH UNITS "C" & "BE"
BUILDING #3



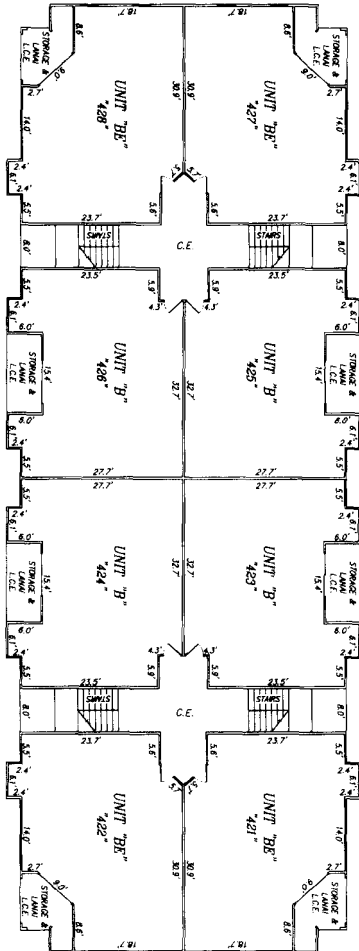
Graph of $\log_{10}(1 + 10^{-10|x|})$ vs x . The x-axis ranges from -10 to 20, and the y-axis ranges from 0 to 1.0. The curve is a bell shape centered at $x=0$, with a maximum value of 1.0. The curve approaches 0 as x goes to -10 or 20.

[illegible]

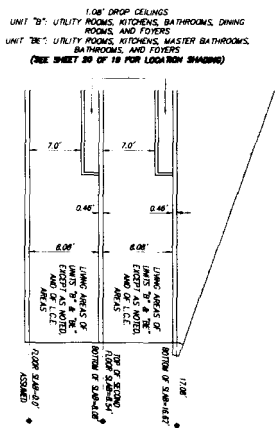
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 36 PAGE 78
SHEET 9 OF 19



SECOND FLOOR



TYPICAL SECTION
NOT TO SCALE

NOTE: IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED LIMITED COMMON ELEMENTS.

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
16 UNIT "TYPE VI" BUILDING
WITH UNITS "B" & "BE"
BUILDING #4



10	
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NO DATE	PERSON DESCRIPTION BY

Banks Engineering, Inc.

ENGINEERING, SURVEYING & LAND PLANNING

FLORIDA BUSINESS CERTIFICATION NUMBER LB 6680

6840 WILLOW PARK DRIVE SUITE B

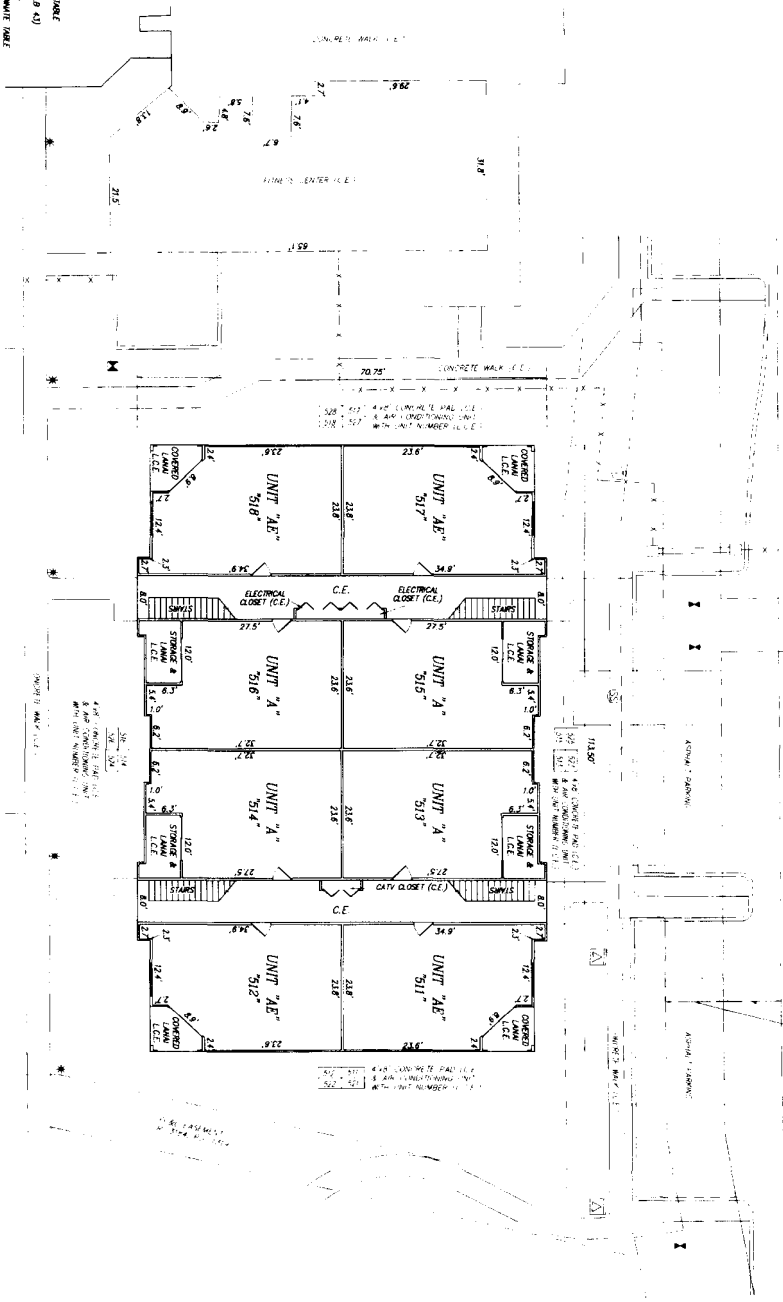
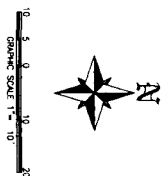
NAPLES, FLORIDA 34108
 (210) 807-2061 Fax: (210) 807-1087

Ph: (239) 597-2061 Fax: (239) 597-3082

CONDOMINIUM SURVEY									
SAN MIRAGE AT BOUNTY SPRINGS CONDOMINIUM									
DEED, COUNTY, FLORIDA									
DATE	PROJECT	OWNER	ISSUE	PREPARED	SCALE	SHEET	OF	FILE NO. (S-1-F)	
8-10-04	1882 CONDO	0.5	0.5	TCS	1"=10'	9	19	21422-475-258	

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM
LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 34, PAGE 79
SHEET 10 OF 19



NOTE:
IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES
INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED
TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.

FIRST FLOOR

- LEGEND:
- 1. UNITS
 - 2. COMMON AREAS
 - 3. EXTERIOR WALLS
 - 4. EXTERIOR DOORS
 - 5. EXTERIOR WINDOWS
 - 6. EXTERIOR STAIRS
 - 7. EXTERIOR ELEVATORS
 - 8. EXTERIOR TERRACE
 - 9. EXTERIOR PATIO
 - 10. EXTERIOR PORCH
 - 11. EXTERIOR BALCONY
 - 12. EXTERIOR WALKWAY
 - 13. EXTERIOR DRIVEWAY
 - 14. EXTERIOR PARKING SPACE
 - 15. EXTERIOR LANDSCAPE
 - 16. EXTERIOR FENCE
 - 17. EXTERIOR SIGN
 - 18. EXTERIOR LIGHT
 - 19. EXTERIOR UTILITY
 - 20. EXTERIOR STORAGE
 - 21. EXTERIOR EQUIPMENT
 - 22. EXTERIOR FURNITURE
 - 23. EXTERIOR DECORATION
 - 24. EXTERIOR PLANTING
 - 25. EXTERIOR WATER
 - 26. EXTERIOR SEWER
 - 27. EXTERIOR GAS
 - 28. EXTERIOR ELECTRIC
 - 29. EXTERIOR TELEPHONE
 - 30. EXTERIOR CABLE
 - 31. EXTERIOR INTERNET
 - 32. EXTERIOR SECURITY
 - 33. EXTERIOR MAINTENANCE
 - 34. EXTERIOR REPAIRS
 - 35. EXTERIOR REPLACEMENTS
 - 36. EXTERIOR IMPROVEMENTS
 - 37. EXTERIOR ADAPTATIONS
 - 38. EXTERIOR ACCESSIBILITY
 - 39. EXTERIOR SAFETY
 - 40. EXTERIOR HEALTH
 - 41. EXTERIOR WELLNESS
 - 42. EXTERIOR LIFESTYLE
 - 43. EXTERIOR HOBBIES
 - 44. EXTERIOR INTERESTS
 - 45. EXTERIOR ACTIVITIES
 - 46. EXTERIOR PASTIMES
 - 47. EXTERIOR RECREATION
 - 48. EXTERIOR ENTERTAINMENT
 - 49. EXTERIOR EDUCATION
 - 50. EXTERIOR PROFESSIONAL
 - 51. EXTERIOR BUSINESS
 - 52. EXTERIOR COMMERCIAL
 - 53. EXTERIOR INDUSTRIAL
 - 54. EXTERIOR AGRICULTURAL
 - 55. EXTERIOR FORESTRY
 - 56. EXTERIOR MINING
 - 57. EXTERIOR ENERGY
 - 58. EXTERIOR TRANSPORTATION
 - 59. EXTERIOR INFRASTRUCTURE
 - 60. EXTERIOR UTILITIES
 - 61. EXTERIOR SERVICES
 - 62. EXTERIOR SUPPLIES
 - 63. EXTERIOR EQUIPMENT
 - 64. EXTERIOR MATERIALS
 - 65. EXTERIOR FINISHES
 - 66. EXTERIOR COATINGS
 - 67. EXTERIOR TREATMENTS
 - 68. EXTERIOR PROTECTANTS
 - 69. EXTERIOR PRESERVATIVES
 - 70. EXTERIOR RESTORATION
 - 71. EXTERIOR REPAIRS
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 - 95. EXTERIOR TRANSPORTATION
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 - 98. EXTERIOR SERVICES
 - 99. EXTERIOR SUPPLIES
 - 100. EXTERIOR EQUIPMENT

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Burks Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
1000 W. WILSON AVE. SUITE 100
MILWAUKEE, FLORIDA 33199
PH: (335) 397-2081 FAX: (335) 397-2082

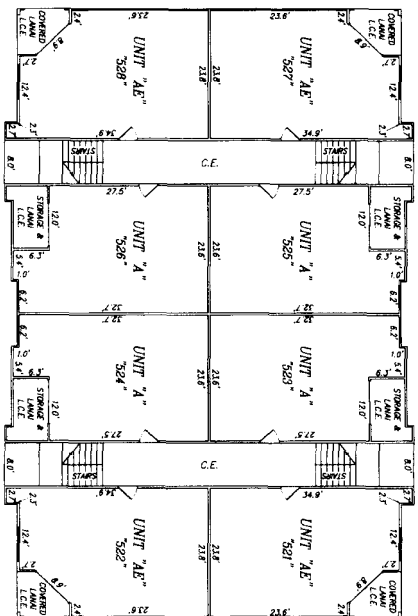
DATE	PROJECT	DRAWING	DESIGN	SCALE	SHEET	OF	FILE NO.
8-10-04	1982	CONDO	3/5	1/8"	10	19	21422-475-23E

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
16 UNIT "TYPE V" BUILDING
WITH UNITS "A" & "AE"
BUILDING #5

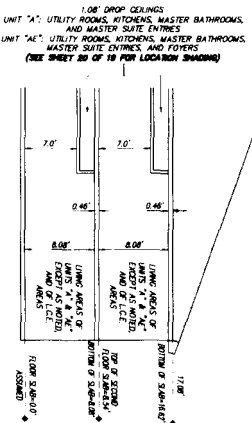
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

CONDOMINIUM PLAT BOOK 34 PAGE 80

SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



SECOND FLOOR



TYPICAL SECTION
NOT TO SCALE



GRAPHIC SCALE 1" = 10'

Banks Engineering, Inc. ENGINEERING, SURVEYING & LAND PLANNING FLORIDA BUSINESS CERTIFICATION NUMBER LB 8660 8660 WILSON AVENUE, SUITE B FORT WORTH, TEXAS 76116-1110 PH: (214) 397-2081 FAX: (214) 397-3082									
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM LEE COUNTY, FLORIDA									
DATE	PROJECT	DRAWING	DESIGN	DESIGN	DESIGN	SCALE	SHEET	OF	TITLE NO. (S-1-B)
9-10-04	1982	CONDO	015	015	TCS	1"=10'	11	19	21422-475-25E

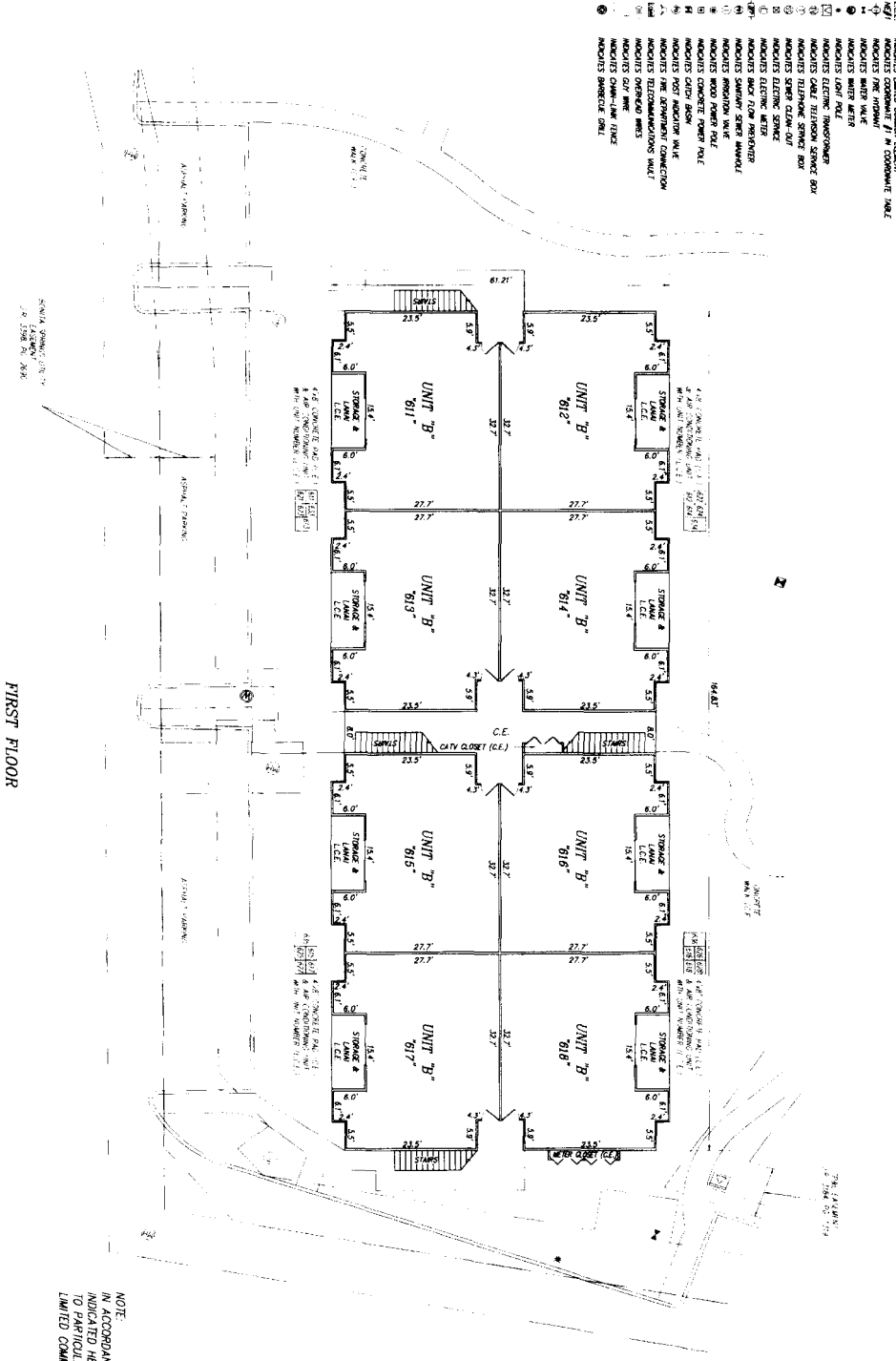
NOTE:
IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES
INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED
TO PARTICULAR UNITS IN WHICH EVENT THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
16 UNIT "TYPE V" BUILDING
WITH UNITS "A" & "AE"
BUILDING #5

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

CONDOMINIUM PLAT BOOK 34 PAGE 87
SHEET 12 OF 19

LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



NOTE: IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED LIMITED COMMON ELEMENTS.

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
20 UNIT "TYPE III" BUILDING
WITH UNIT "B"
BUILDING #6

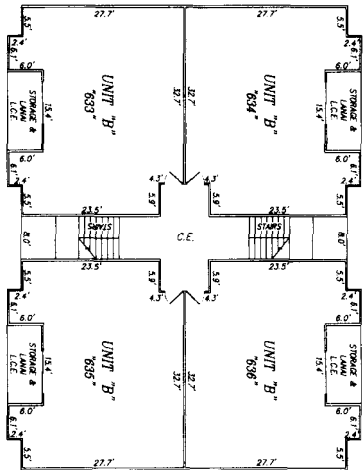
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SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

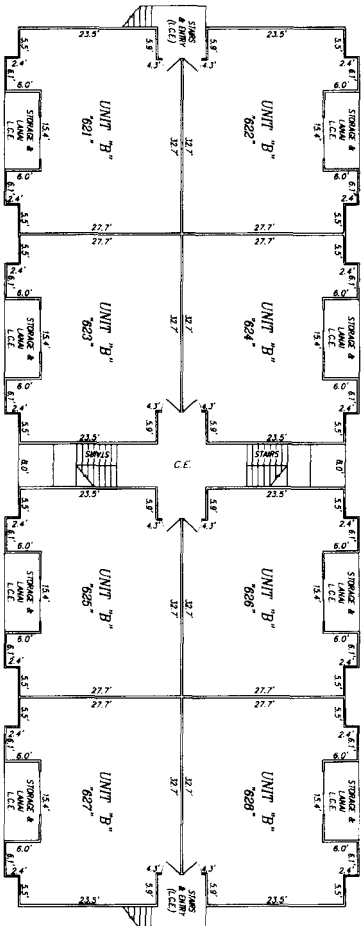
LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 316 PAGE 12
SHEET 13 OF 19

THIRD FLOOR

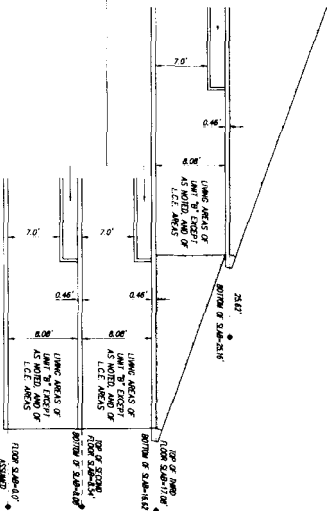


SECOND FLOOR



10' DROP CEILING
UNIT "B" UTILITY ROOMS, KITCHENS, BATHROOMS, DINING
ROOMS, AND BEDROOM ENTRIES
(SEE SHEET 20 OF 19 FOR LOOKING INWARD)

TYPICAL SECTION
NOT TO SCALE



NOTE:
IN COORDINANCE WITH THE DECLARATION, THE PARKING SPACES
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TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.

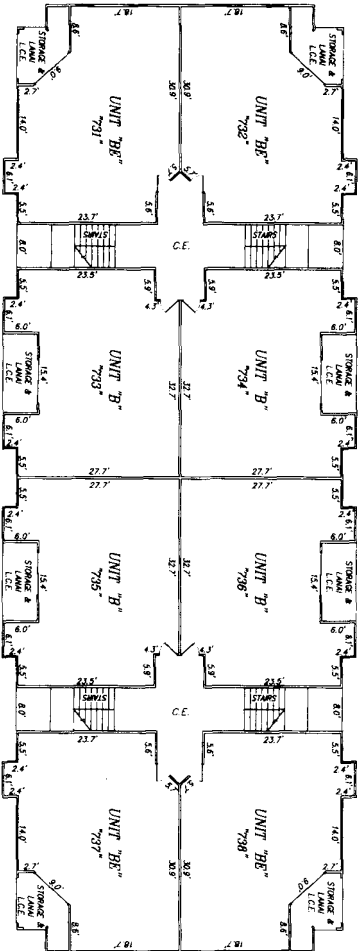
EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
20 UNIT "TYPE III" BUILDING
WITH UNIT "B"
BUILDING #6

Banks Engineering, Inc.									
ENGINEERING, SURVEYING & LAND PLANNING									
(CONDOMINIUM SURVEYING & LAND PLANNING)									
4440 WILLOW PARK DRIVE, SUITE 8									
MAYES, FLORIDA 34108									
Ph: (336) 597-2081 Fax: (336) 597-2082									
DATE	PROJECT	DRAWING	SECTION	SCALE	SHEET	OF	FILE NO.	DATE	BY
8-10-24	1982	CONDO	0.5	0.5	13	19	21-822-475-236		

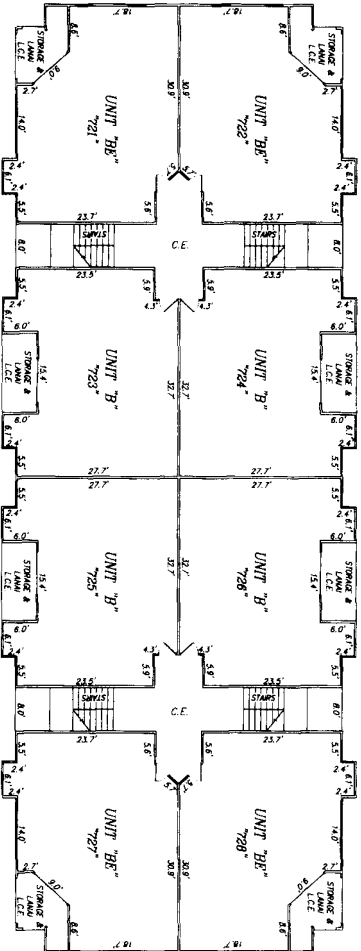


SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM
LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 34 PAGE 14
SHEET 15 OF 19



THIRD FLOOR



SECOND FLOOR

NOTE:
IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES
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TO PARTICULAR UNITS IN WHICH THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.

1.00" DROP CEILING
UNIT "B": UTILITY ROOMS, KITCHENS, BATHROOMS, DINING
ROOMS, AND FOYERS
UNIT "BE": UTILITY ROOMS, KITCHENS, MASTER BATHROOMS,
BATHROOMS, AND FOYERS
(SEE SHEET 20 OF 19 FOR LOCATION SHADING)

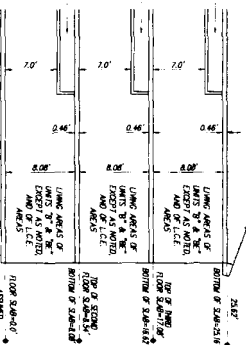


EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
24 UNIT "TYPE II" BUILDING
WITH UNITS "B" & "BE"
BUILDING #7

Banks Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
FLORIDA BUSINESS CERTIFICATION NUMBER 19 6600
6660 WILLOW PARK DRIVE, SUITE B
MULLEN, FLORIDA 34108
PH: (386) 397-2001 FAX: (386) 397-2002

CONDOMINIUM SURVEY
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM
LEE COUNTY, FLORIDA

NO.	DATE	REVISION DESCRIPTION
1	10/1/04	ISSUED FOR PERMIT
2	10/1/04	REVISION 1: CORRECTED UNIT BOUNDARIES
3	10/1/04	REVISION 2: CORRECTED UNIT BOUNDARIES
4	10/1/04	REVISION 3: CORRECTED UNIT BOUNDARIES
5	10/1/04	REVISION 4: CORRECTED UNIT BOUNDARIES
6	10/1/04	REVISION 5: CORRECTED UNIT BOUNDARIES
7	10/1/04	REVISION 6: CORRECTED UNIT BOUNDARIES
8	10/1/04	REVISION 7: CORRECTED UNIT BOUNDARIES
9	10/1/04	REVISION 8: CORRECTED UNIT BOUNDARIES
10	10/1/04	REVISION 9: CORRECTED UNIT BOUNDARIES

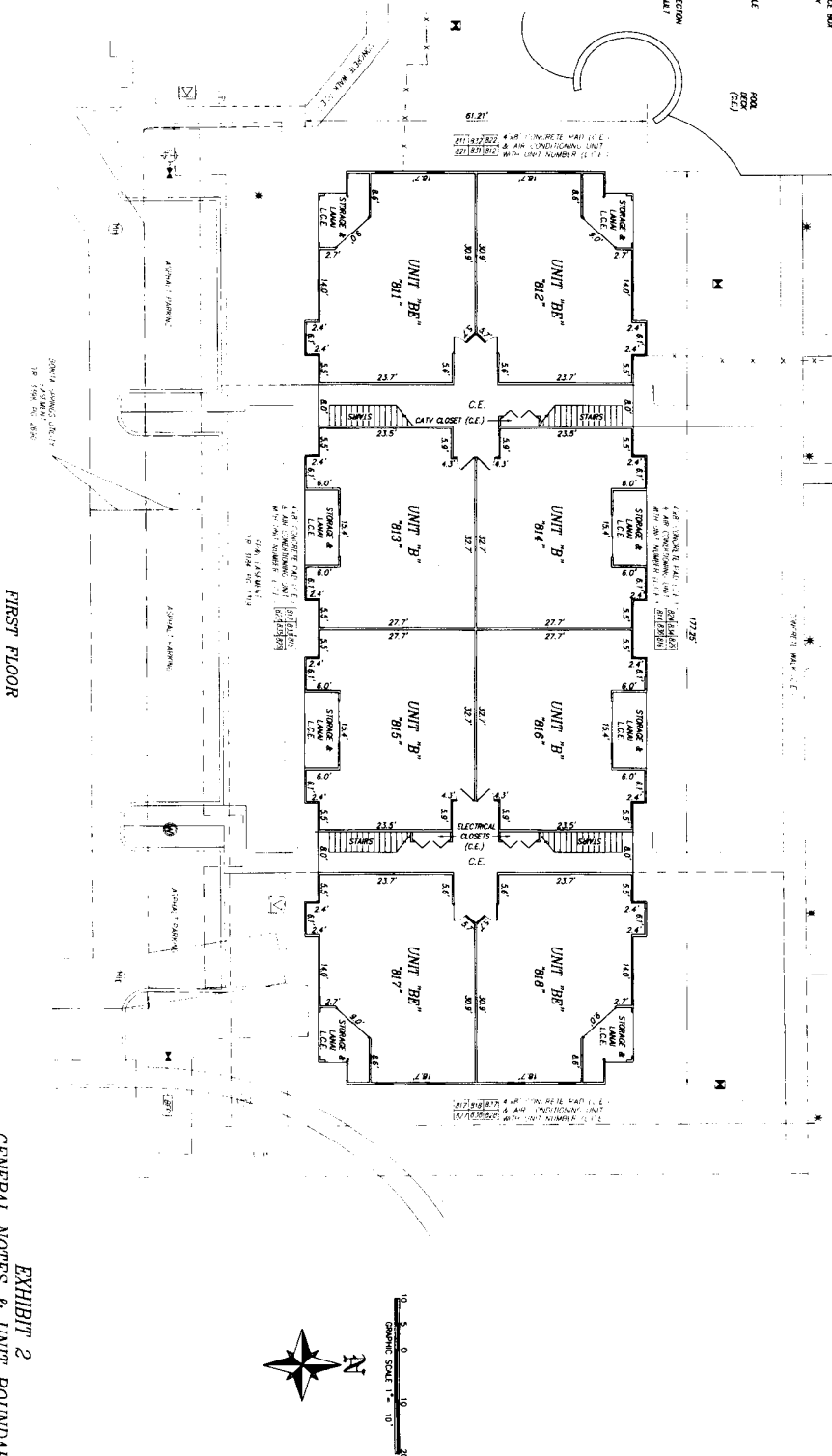
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24-10-04	1943	CONDO	R.S.	1"=10'	15	19	2/22/05

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 36 PAGE 85
SHEET 16 OF 19

- [illegible]



NOTE: IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED LIMITED COMMON ELEMENTS.

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DATE	05-05-2008
BY	ANIL K. SHARMA

Banks Engineering, Inc.

ENGINEERING, SURVEYING & LAND PLANNING

FLORIDA BUSINESS CERTIFICATION NUMBER LB 6690

6640 WILLOW PARK DRIVE SUITE B

NAUMES, FLORIDA 34109
Ph. (718) 587-7061 Fax (718) 587-1062

FM: (ZCZ) 08/1-2001	FM: (ZCZ) 08/1-2001

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-1-2)
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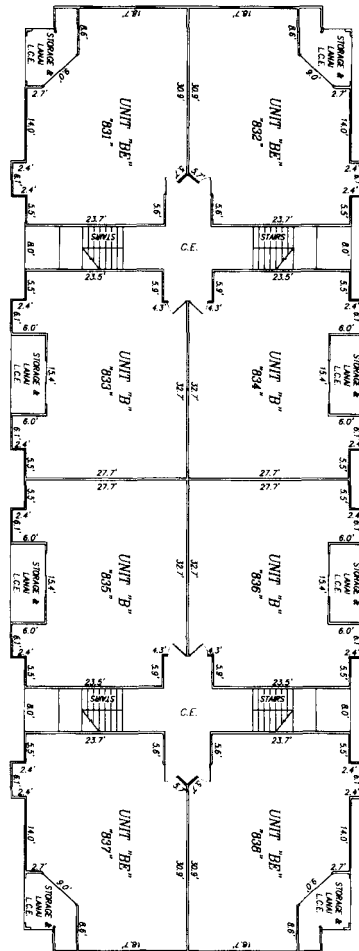
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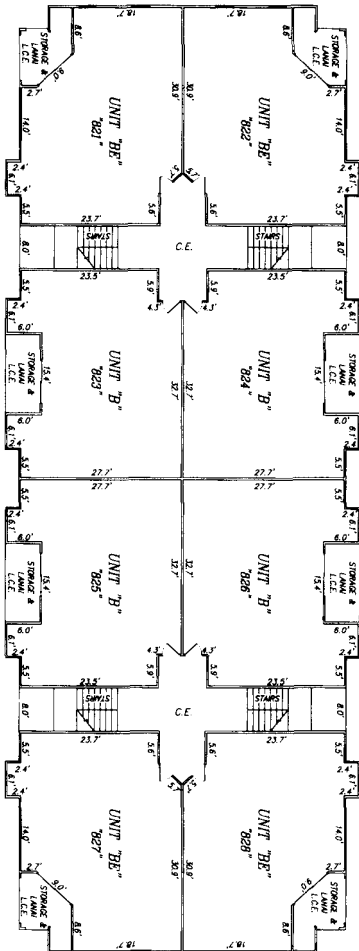
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 36 PAGE 86
SHEET 17 OF 19



THIRD FLOOR



SECOND FLOOR

[illegible]

Banks Engineering, Inc.

ENGINEERING, SURVEYING & LAND PLANNING
FLORIDA BUSINESS CERTIFICATION NUMBER LB 6690

MOBILE, FLORIDA 36108
PH: (258) 597-2061 FAX: (258) 597-3062

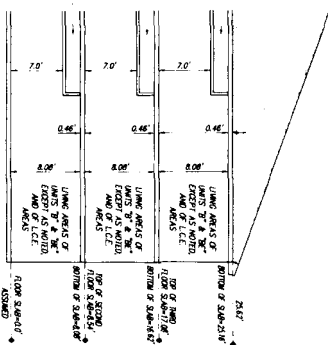
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-1-R)
9-10-04	1992	CONDO	DLS	DLS	TCS	1"=10'	17	19	21A22-475-25SEE

NOTE: IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED LIMITED COMMON ELEMENTS.

1.08' DROP CEILINGS
UNIT "B": UTILITY ROOMS, KITCHENS, BATHROOMS, DINING
ROOMS, AND FOYERS
UNIT "C": UTILITY ROOMS, KITCHENS, MASTER BATHROOMS,
BATHROOMS, AND FOYERS
(SEE SHEET 30 OF 19 FOR LOCATION SHADING)



TYPICAL SECTION
NOT TO SCALE

NOT TO SCALE

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
24 UNIT "TYPE II" BUILDING
WITH UNITS "B" & "BE"
BUILDING #8

Plotter File: \\P01\myproj\cadd\2013\000180215.dwg 3/14/2013 3:46:38 PM Day Plot

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

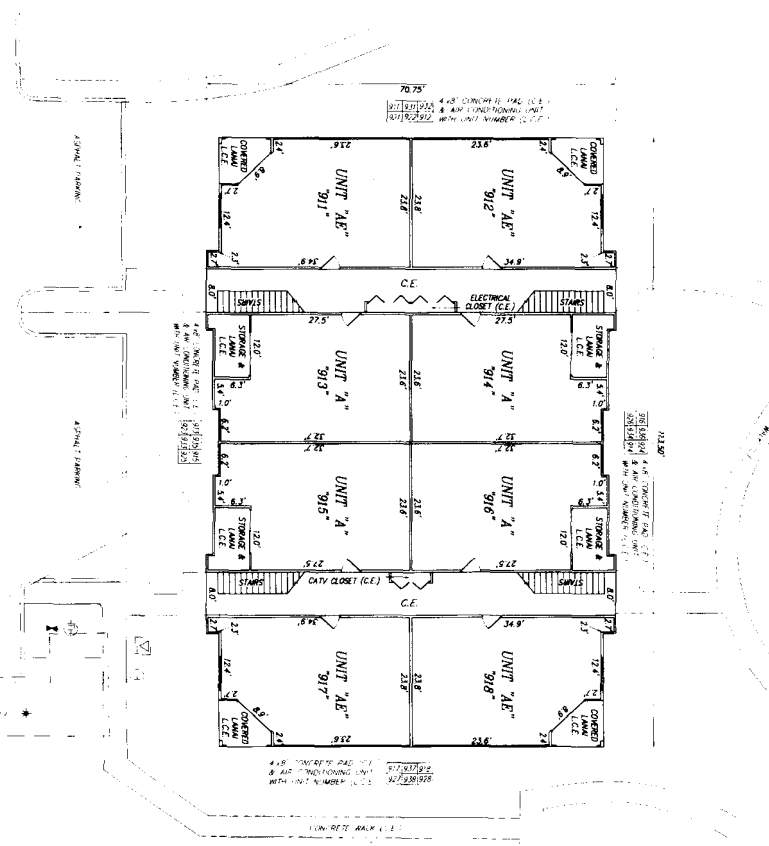
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 32, PAGE 87
SHEET 18 OF 19

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FIRST FLOOR



NOTE:
IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES
INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED
TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
24 UNIT "TYPE I" BUILDING
WITH UNITS "A" & "AE"
BUILDING #9

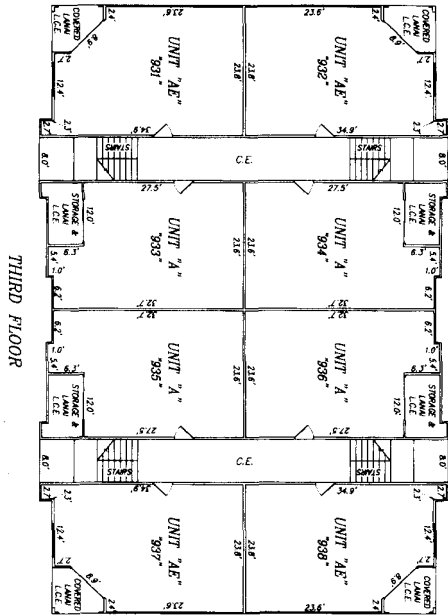
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Banks Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
FLORIDA BUSINESS CORPORATION NUMBER 13 4490
6640 WILSON PARK DRIVE SUITE 2
MARIETTA, FLORIDA 31409
PH: (770) 597-2881 FAX: (770) 597-3082

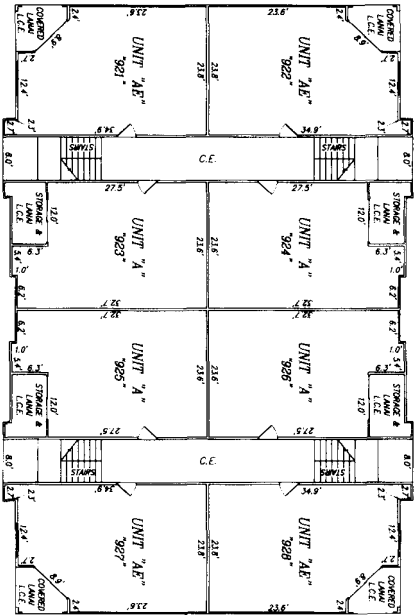
DATE	PROJECT	DRAWING	REVISION	DESIGN	CHECKED	SCALE	SHEET	OF	TITLE
3-10-04	1992	00000	0.5	0.5	1/8"	1/8"	18	19	SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM
LYING IN
SECTIONS 21 & 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK 36 PAGE 32
SHEET 19 OF 19



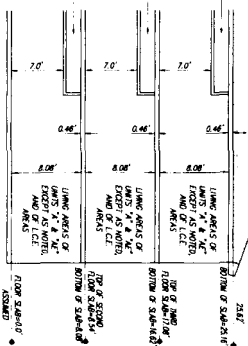
THIRD FLOOR



SECOND FLOOR

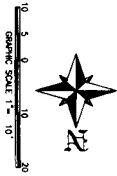
NOTE:
IN ACCORDANCE WITH THE DECLARATION, THE PARKING SPACES
INDICATED HEREON AS COMMON ELEMENTS MAY BE ASSIGNED
TO PARTICULAR UNITS, IN WHICH EVENT THEY SHALL BE DEEMED
LIMITED COMMON ELEMENTS.

1.00' DROP CEILING
UNIT 'A'. UTILITY ROOMS, KITCHENS, MASTER BATHROOMS,
AND MASTER SUITE ENTRIES
UNIT 'AE'. UTILITY ROOMS, KITCHENS, MASTER BATHROOMS,
AND MASTER SUITE ENTRIES, AND FOYERS
(SEE SHEET 20 OF 19 FOR LOCATION DRAWINGS)



TYPICAL SECTION
NOT TO SCALE

EXHIBIT 2
GENERAL NOTES & UNIT BOUNDARIES
24 UNIT "TYPE I" BUILDING
WITH UNITS "A" & "AE"
BUILDING #9



NO.	DATE	REVISION/DESCRIPTION
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Banks Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
7100 NW 44th Avenue, Suite 100
Naples, Florida 34109
Ph: (239) 597-2081 Fax: (239) 597-2082

CONDOMINIUM SURVEY									
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM									
LEE COUNTY, FLORIDA									
DATE	PROJECT	DRAWN	CHECKED	DATE	SCALE	SHEET	OF	FILE NO.	DATE
8-10-04	1993	CONDO	DLS	DLS	1"=10'	19	19	11822-475-25E	

EXHIBIT "B"
TO
AMENDED AND RESTATED
DECLARATION
OF
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

ARTICLES OF INCORPORATION
OF
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM ASSOCIATION, INC.
a Not-for-Profit corporation organized under the laws of the State of Florida

THIS IS A SUBSTANTIAL REWORDING OF THE ARTICLES OF INCORPORATION OF SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM ASSOCIATION, INC., WHICH WERE FILED WITH THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS ON FEBRUARY 14, 2005 AND RECORDED IN OFFICIAL RECORDS BOOK 4596, PAGE 2378, ET SEQ., OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. PLEASE REFER TO THAT DOCUMENT FOR THE PREVIOUS TEXT.

ARTICLE 1
NAME AND ADDRESS

The name of the Corporation shall be SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM ASSOCIATION, INC. The principal address of the Corporation is c/o R&P Property Management, 265 Airport Road South, Naples, Florida 34104, or such other place as the Board of Directors may designate from time to time. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Condominium as the "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE 2
PURPOSE

The purpose for which the Association is organized is to provide an entity under the Florida Condominium Act, as it exists on the date hereof (the "Act") for the operation of that certain Condominium located or to be located in Lee County, Florida, and known as SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM.

ARTICLE 3
DEFINITIONS

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

ARTICLE 4
POWERS

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

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

- 4.2 Enumeration. The Association shall have the powers and duties set forth in the Act except as limited by these Articles, the Bylaws, and the Declaration (to the extent that they are not in conflict with the Act) and all of the powers and duties reasonably necessary to operate the Condominium under the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:
- (a) To levy and collect assessments and other charges against members as Unit Owners to defray the costs, expenses and losses of the Condominium, and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.
 - (c) To protect, maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Unit Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Condominium Property and for the health, comfort, safety, and welfare of the Unit Owners.
 - (f) To approve or disapprove the leasing, transfer of ownership, possession, and occupancy of Units to the extent authorized by the Declaration.
 - (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration or Bylaws.
 - (h) To contract for the management and maintenance of the Condominium Property and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Association, to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements using funds made available by the Association.
 - (i) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.
 - (j) To make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.
 - (k) To reconstruct improvements after casualty, and further improve the property
- 4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.
- 4.4 Distribution of Income. The Association shall make no distributions of income to its members, Directors or Officers.

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

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association shall consist of all of the record title Owners of Units in the Condominium from time to time, and, after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.
- 5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.
- 5.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may provide for regular and special meetings of members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7

OFFICERS

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

<u>President:</u>	Robert Nichols 27180 Bay Landing Drive, Suite 4 Bonita Springs, FL 34135
<u>Vice President:</u>	Robert Conticelli 27180 Bay Landing Drive, Suite 4 Bonita Springs, FL 34135
<u>Secretary:</u>	Mary (CIS) Curtin-Harrell 27180 Bay Landing Drive, Suite 4 Bonita Springs, FL 34135
<u>Treasurer:</u>	Ronald Hicks 27180 Bay Landing Drive, Suite 4 Bonita Springs, Florida 34135

Director:

George Smeed
27180 Bay Landing Drive, Suite 4
Bonita Springs, Florida 34135

ARTICLE 8 **DIRECTORS**

- 8.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by a board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) Directors and which shall always be an odd number.
- 8.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE 9 **INDEMNIFICATION**

- 9.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.
- 9.2 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 9.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.
- 9.3 Advances. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 9.
- 9.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of

members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of that person.

- 9.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.
- 9.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 8 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 10 BYLAWS

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

ARTICLE 11 AMENDMENTS

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

- 11.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in F.S. Chapter 617. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 11.2 Adoption. Amendments shall be proposed and adopted in the manner provided in F.S. Chapter 617 and in the Act (the latter to control over the former to the extent provided for in the Act).
- 11.3 Limitation. No amendment shall make any changes either in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4, or 4.5 of Article 4, entitled "Powers," without the approval in writing of all members and the joinder of all record Owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration, or the Bylaws.
- 11.4 Recording. A copy of each amendment shall be filed with the Secretary of State under the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Lee County, Florida.

ARTICLE 12 REGISTERED OFFICE, ADDRESS AND NAME OF REGISTERED AGENT

The registered office of this Corporation shall be at c/o Sterling Property Services, LLC, 27180 Bay Landing Drive, Suite 4, Bonita Springs, Florida 34135 or such other place as the Board of Directors may designate from time to time, with the privilege of having its office and branch offices at other places within or without the State of Florida. The registered agent of the Corporation shall be Sterling Property Services, LLC, who shall also be a resident agent, whose address is 27180 Bay Landing Drive, Suite 4, Bonita Springs, Florida 34135.

EXHIBIT "C"
TO
AMENDED AND RESTATED
DECLARATION
OF
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

BYLAWS
OF
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM ASSOCIATION, INC.
a Not-for-Profit corporation organized under the laws of the State of Florida

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EXHIBIT "C"
TO
AMENDED AND RESTATED
DECLARATION
OF
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

BYLAWS
OF
SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM ASSOCIATION, INC.
a Not-for-Profit corporation organized under the laws of the State of Florida

THIS IS A SUBSTANTIAL REWORDING OF THE BYLAWS OF SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM ASSOCIATION, INC., WHICH WERE RECORDED IN OFFICIAL RECORDS BOOK 4596, PAGE 2357, ET SEQ., OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. PLEASE REFER TO THAT DOCUMENT FOR THE PREVIOUS TEXT.

1. IDENTITY. These are the Bylaws of San Mirage at Bonita Springs Condominium Association, Inc. (the "Association"), a not-for-profit corporation incorporated under the laws of the state of Florida and organized for the purpose of administering that certain condominium located in Lee County, Florida, and known as San Mirage at Bonita Springs Condominium (the "Condominium").

1.1 Principal Office. The principal office of the Association shall be c/o Sterling Property Services, 27180 Bay Landing Drive, Bonita Springs, Florida, 34135, or such other place as the Board of Directors may designate from time to time. All books and records of the Association shall be kept in Lee County, Florida, or at such other place within the state of Florida as may be permitted by the Condominium Act ("Act") from time to time.

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

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

2. DEFINITIONS. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration for the Condominium unless herein provided to the contrary or the context otherwise requires.

3. MEMBERS.

3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place, and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than 13 months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

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

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

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

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

3.4 Quorum. A quorum at members' meetings shall be attained by the presence either in person or by proxy, of persons entitled to cast in excess of ten percent (10%) of the votes of members.

3.5 Voting.

3.5.1 Number of Votes. In any meeting of members, except as provided in Section 3.10, the owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

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

3.5.3 Voting Member. If a Unit is owned by one person, the right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate Officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or superseded by a subsequent certificate or until a change occurs in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record Owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which that certificate is required is not on file or has been revoked, the vote attributable to that Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote but shall be valid only for the specific meeting for which originally given and any lawful adjourned meetings thereof. All proxies must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, be signed by the person authorized to cast the vote for the Unit (as described in Section 3.5), name the person(s) voting by proxy and the person authorized to vote for such person(s), and be filed with the Secretary of the Association before the time to which the meeting is adjourned. Each proxy shall contain the date, time, and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit Owners. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of Board members, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

Except as specifically otherwise provided, Unit Owners may not vote by general proxy, but may vote by limited proxies in the form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes (the "Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used

for votes taken to waive or reduce reserves, to waive financial reporting requirements, to amend the Condominium documents, and for any other matter for which F.S. Chapter 718 requires or permits a vote of the Unit Owners. No proxy, limited or general, may be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

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

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

1. Call to order by President;
2. Appointment by the President of a chair of the meeting (who need not be a member or a Director.
3. Counting of ballots and election of Directors;
4. Proof of notice of the meeting or waiver of notice;
5. Reading of minutes;
6. Reports of Officers;
7. Reports of committees;
8. Unfinished business;
9. New business;
10. Adjournment.

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

3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. A written draft of minutes of all meetings shall be available within seven (7) days of the day of the meeting, subject to revision and vote at the next duly-scheduled meeting of the Board.

3.10 Action without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action that may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a

vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within 10 days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

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

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

4. DIRECTORS.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership, provided, however, that the number of Directors shall always be an odd number.

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

4.2.1 Election of Directors shall be held at the annual members' meeting except as provided herein to the contrary. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before a scheduled election. The Association shall then mail or deliver a second notice of the meeting at least 14 days prior to the meeting, which notice must include an agenda, to all Unit Owners entitled to vote therein, together with a written ballot that shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association.

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

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

4.2.4 No nominating committees, no slates of Directors, no nominations from the floor, and no write-in candidates are permitted. Any Unit Owner who indicates an interest in running must be placed on the ballot. Election and balloting are not required unless more candidates file notices of intent to run or are nominated than there are vacancies on the Board.

4.3 Vacancies and Removal.

4.3.1 Except as to vacancies resulting from removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum.

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

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

4.3.2.2 If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by F.S. Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately, and shall turn over to the Board within five full business days any and all records and property of the Association in their possession, or proceed as described below.

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

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

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

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

4.4 Term. It is the intention of these Bylaws to establish staggered two (2) year terms for Directors. To implement and maintain a staggered Directorate, the Board shall at the next annual election following the successful passage and recording of these adopted Bylaws, solicit candidates for two and one year terms pursuant to Section 4.2. Those receiving the highest number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties or by lot. The term of each Director's service shall extend until their elected term is completed and subsequently until their successor is duly elected and has taken office, or until they are removed in the manner provided in Section 4.3.

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

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

for each Director present shall be recorded in the minutes.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or email, which notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than 48 hours prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously on the Condominium Property or repeatedly broadcast on a closed-circuit cable televisions system at least 48 continuous hours in advance for the attention of the members of the Association except in the event of an emergency, and Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board. Directors may not vote by proxy or secret ballot at Board Meetings. A vote or abstention for each Director present shall be recorded in the Minutes.

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

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

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

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

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes. Directors may not vote by proxy.

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

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

1. Roll call;
2. Proof of due notice of meeting;
3. Reading and disposal of any unapproved minutes;
4. Reports of Officers and committees;
5. Election of Officers;
6. Unfinished business;
7. New Business;
8. Adjournment.

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

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

4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three or more members of the Board. This Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Condominium during the period between the meetings of the Board insofar as may be permitted by law except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraphs (f) and (o) of Article 5 below.

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

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

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

- 5.1** Operating and maintaining the Common Elements.
- 5.2** Determining the expenses required for the operation of the Condominium and the Association.
- 5.3** Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- 5.4** Adopting and amending rules and regulations concerning the details of the operation and use of the Units and the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13.
- 5.5** Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefore.
- 5.6** Purchasing, leasing, or otherwise acquiring Units or other property in the name of the Association or its designee.
- 5.7** Purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- 5.8** Selling, leasing, mortgaging, or otherwise dealing with Units acquired, and subleasing Units leased, by the Association or its designee.
- 5.9** Organizing corporations for various purposes (e.g., rental programs) and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- 5.10** Obtaining and reviewing insurance for the Condominium Property.
- 5.11** Making repairs, additions, and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.

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

5.13 Imposing fines under F.S. 718.303 against appropriate Unit Owners for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents including the Rules and Regulations established by the Association, and applicable laws by the Unit Owners, their occupants, licensees, or invitees.

5.13.1 The Directors may, under F.S. 718.303(3), impose fines against a Unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

5.13.2 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

5.13.3 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than 14 days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the Unit Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Unit. The notice shall include

1. A statement of the date, time, and place of the hearing.
2. A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions or laws that have allegedly been violated.
3. A short and plain statement of the matters asserted by the Association.

5.13.4 The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other Unit Owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect the fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payment of fines levied against tenants, guests, invitees, or other occupants of a Unit.

5.14 Purchasing or leasing Units for use by resident superintendents and other similar persons

5.15 Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association-owned property, provided, however, that the consent of the Owners of at least a majority of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board of Directors on behalf of the Condominium under the authority contained in this paragraph (o) is not repaid by the Association, a Unit Owner

who pays to the creditor such portion thereof as the Owner's interest in his or her Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien that the creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.

5.16 Contracting for the management and maintenance of the Condominium Property and authorizing a 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, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

5.17 Adopting budgets and making and collecting special and periodic assessments against Owners to defray the costs of the Association.

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

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

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

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

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

5.23 Appointing committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association as defined in Section 718.103(7), Florida Statutes (2007), as amended from time to time, shall conduct their affairs in the same manner as provided in these Bylaws for meetings of the Board of Directors. All other committees may meet and conduct their business in private without prior public notice or owner participation, unless otherwise directed by the Board of Directors.

5.24 Bringing and defending suits and other legal proceedings, and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other legal proceeding should be initiated.

5.25 Exercising emergency powers as defined in this Section below and any other emergency powers authorized by Section 617.0207 and Section 617.0303, Florida Statutes, all as amended from time to time.

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

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

5.25.3 The Board may, during any emergency hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or other media outlet. The Director or Directors in attendance at such meeting shall constitute a quorum.

5.25.4 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.

5.25.5 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.

5.25.6 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 an 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.

5.25.7 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.

5.25.8 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 not incur a liability for doing so, except in the case of willful misconduct.

5.25.9 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

5.25.10 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 subject to:

5.25.10.1 A state of emergency declared by local civil or law enforcement authorities

5.25.10.2 A hurricane warning

5.25.10.3 A partial or complete evacuation order

5.25.10.4 Federal or state “disaster area” status

5.25.10.5 A catastrophic occurrence, whether natural or man-made, which seriously damages or threatens to seriously damage the physical existence or the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, was, civil unrest, or act of terrorism, or

5.25.10.6 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 the Association Property.

An emergency also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, as listed above, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

6. OFFICERS.

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

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

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

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

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of

Directors for examination at reasonable times. He or she shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Directors or the President. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

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

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

8. RESIGNATIONS. Any Director or Officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or Officer shall constitute a written resignation of such Director or Officer.

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

9.1 Budget.

9.1.1 Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in F.S. 718.504(21), if applicable), determine the amount of assessments payable by the Unit Owners to meet the expenses of such Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting, pavement resurfacing, and any other items for which the deferred maintenance expense or replacement cost exceeds \$10,000 or other amount, as provided in the Act, as amended from time to time. The amount of reserves shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of the Association, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association.

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

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

9.1.1.2 Special Membership Meeting. If a budget is adopted by the Board of Directors that requires assessments against the Unit Owners in any year exceeding 115% of the assessments for the preceding year, as hereinafter defined, upon written application of 10% of the Unit Owners, a special meeting of the Unit Owners shall be held within 30 days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least 10 days' notice of the special meeting. At the meeting, Unit Owners shall consider and adopt a budget. The adoption of the budget shall require a vote of Owners of not less than a majority of all the Units. If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

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

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

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

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

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

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

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

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

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

9.9 Accounting Records and Reports. The Association shall maintain accounting records in the state of Florida, according to accounting practices normally used by similar associations. The records shall be open to

inspection by Unit Owners or their -authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of assessments, the dates and amounts in which the assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

No later than April 1 of the year following the end of a fiscal year, the Board shall prepare and complete, or contract for the preparation and completion of, a complete financial report of actual receipts and expenditures for the previous 12 months (i.e., the last completed fiscal year), or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. Upon written request of the Unit owner, within twenty-one (21) days after the final financial report is completed by the Association or completed by the third party, but not later than one-hundred-twenty (120) days after the end of the fiscal year, the Association shall mail, deliver, or electronically transmit without charge to each Unit owner at the address last furnished to the Association, a copy of the financial report. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

1. Cost for security;
2. Professional and management fees and expenses;
3. Taxes;
4. Cost for recreation facilities;
5. Expenses for refuse collection and utility services;
6. Expenses for landscaping;
7. Cost for building maintenance and repair;
8. Insurance costs;
9. Administrative and salary expenses; and
10. Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

9.10 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these Bylaws and in the Declaration, and by Florida Statute, or as otherwise determined by the Board.

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

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

11. PARLIAMENTARY RULES. ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, or these Bylaws.

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

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by the President of the Association, by a majority of the Board of Directors, or by not less than one third of the members of the Association. Any proposed amendment to these Bylaws must be made by ballot or by limited proxy, delivered to the Secretary of the Association at or prior to the meeting. The approval must be by not less than a majority of the votes of the members of the Association represented at a meeting at which a quorum has been attained. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

12.3 Execution and Recording. A copy of each amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of the Public Records where the Declaration is recorded.

13. RULES AND REGULATIONS. The Board of Directors may from time to time adopt, amend, modify, or add to Rules and Regulations concerning the use of the Condominium Property except Owners of a majority of the Units may overrule the Board with respect to any such adoption, amendments, modifications, or addition. Any such Rule adoption, modification, amendment, or addition need not be recorded in the Public Records of the County to be effective; however, copies of such adopted, modified, amended, or additional Rules and Regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than ten (10) days prior to the effective date thereof.

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

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

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

1. The plans, permits, warranties, and other items provided by the Developer under F.S. 718.301(4).
2. A photocopy of the recorded Declaration of Condominium and all amendments thereto.
3. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
4. A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto.
5. A copy of the current Rules and Regulations of the Association.
6. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven years.
7. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers.
8. All current insurance policies of the Association and the Condominium.
9. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.
10. Bills of sale or transfer for all property owned by the Association.
11. Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven years. The accounting records shall include, but not be limited to:
 - a. Accurate, itemized, and detailed records for all receipts and expenditures.,
 - b. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
 - c. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
12. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year.
13. Ballots, sign-in sheets, voting proxies, and all other papers relating to elections, which shall be maintained for a period of one year from the date of the meeting to which the document relates.
14. All rental records where the Association is acting as agent for the rental of Units.

15. A copy of the current question and answer sheet as described in F.S. 718.504.

The official records of the Association shall be maintained within the state of Florida or at such other place as may be permitted by the Act.

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

A Unit owner may also file a written inquiry by certified mail with the Board of Directors, which shall respond in writing to the Unit owner within thirty (30) days of the receipt of said inquiry. The Board's response shall either (a) give a substantive response to the inquiry; (b) notify the Unit owner that legal advice from the Association's counsel has been requested, or (c) notify the Unit owner that advice from the Division has been requested. If the former, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the Unit owner. If the latter, the Board shall, within ten (10) days of the receipt of the response from the Division, provide a substantive response to the Unit owner. The failure to provide a substantive response to the Unit owner as provided herein, precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, it shall only be obligated to respond to one (1) inquiry per month pertinent to any one particular unit.

In the event of a grievance of a Unit owner against the Association, the Board, or any of its members, said Unit owner shall submit in writing the details of the grievance prior to the filing of litigation—including but not limited to arbitration—and the Board of Directors shall be allowed thirty (30) days to resolve the grievance.

17. MANDATORY NONBINDING ARBITRATION OF DISPUTES.

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

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

17.3 The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate

trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorneys' fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.

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

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

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

18. MISCELLANEOUS.

18.1 Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter; singular or plural, as the context requires.

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

18.3 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 these Bylaws.

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

18.5 Compliance of Condominium Units to Applicable Fire and Life Safety Code. The Board of Directors of the Association may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of the compliance of the Condominium Units with the applicable Fire and Life Safety code.