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BECKER & POLIAKOFF
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FT MYERS FL 33912

DECLARATION OF CONDOMINIUM

REFLECTION LAKES AT NAPLES I, A CONDOMINIUM

FORO

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OF

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This Instrument Was Prepared By: E. Austin White, Esquire BECKER & POLIAKOFF, P.A. 4501 Tamiami Trail North, Suite 214 Naples, Florida 34103

DECLARATION OF CONDOMINIUM

FOR

REFLECTION LAKES AT NAPLES I, A CONDOMINIUM

THIS DECLARATION, made this <u>1</u>stday of <u>AVQVSt</u>, 2005, by ACACIA CREDIT FUND 8-A, L.L.C., a Delaware limited liability company, hereinafter referred to as "Acacia," and by TOUSA Homes, Inc., a Florida corporation, hereinafter referred to as "TOUSA."

1. INTRODUCTION AND SUBMISSION.

- The Land. Acacia holds the fee simple title to certain land located in Collier County, 1.1 Florida, as more particularly described in Exhibit "A" attached hereto (the "Land"), subject to conditions, restrictions, limitations, easements and reservations of record. Acacia is the owner of the Land, and TOUSA has the right to purchase the Land from Acacia pursuant to that certain Option Agreement dated September 4, 2003 ("the Option Agreement"), entered into by and between Acacia, as Optionor, and TOUSA, as Optionee, as evidenced by that certain Memorandum of Option recorded in Official Records Book 3388, Page 596, of the Public Records of Collier County, Florida. TOUSA intends to purchase and develop the Land in phases. Portions of the Land are intended to become part of the Condominium when and as phases are added to the Condominium. The legal description of the portion of the Land constituting the Phase 18 ("Initial Phase") of the Condominium is set forth on Composite Exhibit "B" attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each "Subsequent Phase" (as hereinafter defined in Section 3.1.2 below) of the Condominium are also set forth on Composite Exhibit "B."
- 1.2 Submission Statement. TOUSA and Acacia hereby submit the Initial Phase of the Land and all improvements erected or to be erected thereon, all rights and appurtenants belonging thereto, and all other property, real, personal or mixed, now or hereafter situated on the Initial Phase of the Land but excluding all public and private (e.g., cable television) utility installations therein or thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of Collier County, Florida.

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

- **1.3 Phase Condominium.** This is a phase condominium; please refer to Article 3 hereof for additional information regarding phasing.
- **Name.** The name by which this condominium is to be identified is REFLECTION LAKES AT NAPLES I, A CONDOMINIUM (hereinafter called the "Condominium").
- 2. <u>DEFINITIONS</u>. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
- 2.1 "Acacia" means and refers to Acacia Credit Fund 8-A, L.L.C., a Delaware limited liability company.
- 2.2 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.
- 2.3 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.
- 2.4 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.5 "Association" or "Condominium Association" means REFLECTION LAKES AT NAPLES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the sole entity responsible for the operation of common elements owned in undivided shares by Unit Owners.
- **2.6** "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.
- **2.7** "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
- **2.8** "Building" means the structure(s) that shall be situated on the Condominium Property in which the Units are to be located, regardless of the number thereof.

- 2.9 "By-Laws" mean the By-Laws of the Association, as they exist from time to time.
- **2.10** "Common Elements" mean and include the portions of the Condominium Property which are not included in the Units, including, without limitation, the following items:
 - (a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring, cables and other facilities, equipment and/or fixtures for the furnishing of Utility Services and/or heating, cooling, ventilation, cable television and communication systems, or other services to more than one (1) Unit or to the Common Elements, together with related property and installations.
 - (b) An easement of support in every portion of a Unit which contributes to the support of the Building, other Units and/or any part of the Common Elements;
 - (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (d) Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act
- 2.11 "Common Expenses" mean all expenses and assessments which are properly incurred by the Association for the Condominium.
- 2.12 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium (including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements) over the amount of Common Expenses.
- 2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit
- 2.14 "Condominium Property" means such portions of the Land, and other personal property described in Sections 1.1 and 1.2 hereof, which are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium subject to the limitations thereof and exclusions therefrom.
- **2.15** "County" means the County of Collier, State of Florida.
- **2.16** "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.17 "Developer" means and refers to TOUSA Homes, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned in accordance with the provisions hereof. The Developer's rights shall only be assigned by a written instrument expressly assigning such rights, which

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

- 2.18 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.
- "Institutional First Mortgagee" means any lending institution which has acquired a first 2.19 mortgage lien upon a Unit, including any of the following institutions: (a) any federal or state savings and loan association, building and loan association, or bank, insurance company, real estate or mortgage investment trust, pension fund, or a mortgage banking company doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and such other Secondary Mortgage Market Institution as the Association shall hereafter approve in writing, which has acquired a first mortgage lien on a Unit; or (c) any other lender generally recognized as an institutional lender which has acquired a first mortgage lien upon a Unit; or (d) Developer holding a first mortgage on a Unit or Units; or (e) any and all investors or lenders, or the successors and assigns of such investors or lenders (herein referred to as "Lenders") which have loaned money to Developer to acquire, or construct improvements upon the Condominium Property and who have a first mortgage lien on all or a portion of the Condominium Property securing such a loan. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.
- 2.20 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this

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

- **2.21** "Master Association" means Reflection Lakes at Naples Master Association, Inc., a Florida not for profit corporation, whose jurisdiction, obligations, duties and rights are set forth in the Master Declaration. See Article 4 hereof for additional information regarding Reflection Lakes at Naples.
- 2.22 "Master Declaration" means that certain Declaration of Master Association Covenants and Restrictions for Reflection Lakes at Naples recorded in Official Records Book 3767, at Pages 3265, et. seq., of the Public Records of Collier County, Florida, and when the context permits, shall also mean the Articles of Incorporation and By-Laws of the Master Association, all as now or hereafter amended, modified or supplemented.
- 2.23 "Option Agreement" means that certain Option Agreement dated September 4, 2003, entered into by and between Acacia, as Optionor, and TOUSA, as Optionee, as evidenced by the certain Memorandum of Option recorded in Official Records Book 3388, Page 596, of the Public Records of Collier County, Florida.
- 2.24 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, mortgages on Units securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.25 "Residential Unit" means any single family dwelling unit or lot which is subject to the jurisdiction of the Master Declaration, which unit may or may not be subject to the jurisdiction of this Declaration, and which is intended for residential uses.
- 2.26 "Residential Unit Owner" or "Owner of a Residential Unit" means the record owner of a Residential Unit intended for residential uses.
- 2.27 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- **2.28** "Unit Owner" or "Owner of a Unit" or "Owner" means the record Owner of a Condominium Parcel intended for residential uses.
- **2.29** "Utility Service" means and is intended to include, but not limited to, electric power, gas, telephone, hot and cold water, heating, air conditioning ventilation systems, garbage and sewage disposal.

3. PHASING

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

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

- 3.1.1 <u>Initial Phase.</u> The Initial Phase of this Condominium (Phase 1) is declared and submitted to condominium pursuant to this Declaration as set forth in Article 1.
- 3.1.2 <u>Subsequent Phases.</u> Developer has and hereby reserves the right to amend this Declaration, by recording in the Public Records of Collier County, Florida, an amendment or amendments executed solely by Developer submitting to the condominium form of ownership, and expanding this Condominium to include the Subsequent Phases of the Condominium, legally described and graphically depicted in Exhibits attached thereto, as Phases 1 through 17 and 19 (Phases 1 through 17 and 19 being sometimes referred to as the "Subsequent Phases"). Legal descriptions for the Subsequent Phases are as set forth in Composite Exhibit "B". The addition of the Subsequent Phases is optional by Developer. Notwithstanding the foregoing, so long as the Option Agreement is in effect, any such amendment provided for herein shall also require the prior written consent of Acacia, and any such amendment recorded without Acacia's consent shall be deemed void and of no force and effect.
- General Effect of Phasing. The general effect of phasing a condominium is the submission 3.2 of a parcel of property to condominium ownership as the initial condominium phase and the addition of a subsequent parcel to condominium ownership with such parcel being part and parcel of the same condominium and governed by the same condominium association. It is not anticipated that the submission of an a Subsequent Phase to this Condominium will have significant impact upon the individual Owner's rights except as set forth in this Declaration. The adding of a Subsequent Phase to this Condominium, thereby adding additional Units, will reduce the percentage of ownership of Common Elements attributable to each previously created Unit, as specifically set forth in Section 5.1. The adding of a Subsequent Phase to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner, provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the phase so added. If Developer decides not to add any Subsequent Phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and the Owners thereof shall compromise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association.
- 3.3 Number and Size of Units; Interest in Common Elements. It is proposed that this Condominium shall consist of nineteen (19) buildings, each building (along with

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

- **3.4 Phase Timing.** The maximum time period within which any Subsequent Phases must be added to this Condominium is seven (7) years from the date of recording this Declaration of Condominium in the public records of the County.
- 3.5 Changes in Legal Description and other Aspects of a Phase. Developer may make nonmaterial changes in the legal description of a phase. In addition, Developer reserves the right to change certain aspects of the Subsequent Phases; however, Developer commits that each residential phase will contain only one (1) building. Residential buildings and Units which may be added to the Condominium may be substantially different from the residential buildings and Units in the Initial Phase of the Condominium and from the Exhibits to this Declaration. The buildings may vary in design, shape and structure. The Units may vary in design, shape and structure within the size limitations set forth herein. Any such change, however, will not vary the Unit Owner's share in the Common Elements, surplus or expenses as determined pursuant to this Declaration. In addition, the parking space design in Subsequent Phases may have to be modified to accommodate governmental requirements in effect at the time of construction thereof. Developer represents that in the event Developer exercises its right to change the size of Units, the maximum square footage of any Unit will be 1758 square feet, and the minimum square footage will be 1588 square feet; and the minimum and maximum number of bathrooms and bedrooms that may be contained in a Unit is two bedrooms, two bathrooms (at a minimum) and three bedrooms, three bathrooms (at a maximum).
- 3.6 No Consent to Add Phases. Notwithstanding anything in the Declaration to the contrary, no amendment adding phases to the Condominium shall require the execution of such amendment, or any form of consent thereto by Unit Owners, the Association or by any party other than Developer; provided, however, that so long as the Option Agreement is in effect, any such amendment provided for herein shall also require the prior written consent of Acacia, and any such amendment recorded without Acacia's consent shall be deemed void and of no force and effect.
- **No Prescribed Order.** Notwithstanding the numerical sequence of the phases, Developer reserves the right to submit phases to the Condominium in any sequence.
- 3.8 No Time-Sharing. There will be no time-sharing estates in the Condominium.

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

4. CONCEPT OF REFLECTION LAKES AT NAPLES.

- 4.1 Plan of Development. This Condominium is within Reflection Lakes at Naples, the name given to this planned development as set forth in the Master Declaration. Reflection Lakes at Naples is a proposed, multi-phased planned community which includes this Condominium, single family homes and villa homes, and may include other proposed condominiums. The Master Association is responsible for the operation and maintenance of land areas designated in the Master Declaration as "Common Areas", the expenses for which are assessed to the members of the Master Association.
- 4.2 Membership and Voting Rights. Every Unit Owner is deemed to have a membership and voting rights in the Master Association, pursuant to and in accordance with the terms of the Master Declaration.
- Assessments. Each Unit Owner is required to pay his share of the assessments of the Master Association as set forth in the Master Declaration. All Assessments and other charges due to the Association hereunder shall be in addition to the assessments and other charges payable to the Master Association. All consents or approvals of the Board of Directors or Developer required by this Declaration shall be in addition to any consents or approvals required under the terms of the Master Declaration. In the event of any conflict or inconsistency between the restrictions with respect to the use or occupancy of the Units set forth in the Master Declaration and the restrictions set forth in this Declaration, the more restrictive provision shall control. In the event of any conflict or inconsistency between any term or provision of this Declaration and the Master Declaration, the term or provision of the Master Declaration shall supercede and control.

5. **DESCRIPTION OF CONDOMINIUM.**

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

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

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

- **5.2 Unit Boundaries.** Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:
 - (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - (i) Upper Boundary: The horizontal plane of the undecorated finished ceiling. In a Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.
 - (ii) Lower boundary: The horizontal plane of the undecorated finished floor. In a Unit containing a room in which the floor is raised above the level of the floor in the rest of the Unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.
 - (iii) Interior Divisions. Except as provided in subsections (i) and (ii) above, no part of the floor of the middle or upper floor(s), ceiling of the middle or lower floor(s), stairwell adjoining floors or nonstructural interior walls shall be considered a boundary of the Unit.
 - **(b)** Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit

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

- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows, stationary windows and skylights, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casings therefor, shall be included in the boundaries of the Unit.
- (d) Boundaries Further Defined. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for Utility Services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.
- Exceptions and Conflicts. In the case of any conflict between the boundaries of the (e) Unit as above described and the dimensions of the Unit shown on Exhibit "B", the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous, the Board of Directors or a majority of the voting interest of the Unit Owners shall have the right to amend the Declaration without a meeting to correct such survey, and any such amendment shall not require the joinder of any Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained in Exhibit "B" describing the boundaries of a Unit, the language of this Declaration shall control.
- **5.3 Limited Common Elements.** Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:
 - (a) Patios, Balconies and Terraces. Any patio, balcony or terrace (and all improvements thereto and walls facing same) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s).

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

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

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

- (d) Covered Entries and Walkways. Any covered entry or walkway as to which exclusive access shall be afforded to any Unit to the exclusion of others shall be a Limited Common Element.
- (e) Mortgage Provision. Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his Unit, together with its Limited Common Element(s) (whether or not ordinarily fully assignable apart from the Unit), such Limited Common Element(s) shall not be assignable apart from the Unit unless they are released from the lien of such mortgage.
- **Easements.** The following easements are hereby created (in addition to any easements created under the Act):
 - (a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.
 - (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television and communications systems, other services and drainage and water management in order to serve the Condominium. A Unit Owner shall do nothing within or outside their Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security

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

- (c) **Encroachments.** If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements/(or/any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; (d) any portion of the Common Elements or any Unit encroaches upon any portion of the Common Areas of Reflection Lakes; (e) any portion of the Common Areas of Reflection Lakes encroaches upon any portion of the Common Elements or any Unit in the Condominium, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the improvements shall stand. THE CIRC
- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by a leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (e) Maintenance. Prior to turnover of control of the Association to Unit Owners other than Developer, the Association's Board, through its designees, contractors, successors and assigns shall have the right, in its sole discretion from time to time, to

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

- (f) Sales Activity. For as long as there are any Units not sold to a residential buyer or any Units leased to Developer, its designees, nominees, successors and assigns, Developer, its designees, nominees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales and construction offices, to show model Units and use Units as guest suites and to show and use the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease, in its sole discretion and without need of approval from the Association.
- Cable TV. Developer reserves unto itself, its successors, assigns, contractors, (g) designees and nominees, (i) ownership of any closed circuit, master antenna, community antenna or cable television system or the like (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as the "CATV System"), (ii) a perpetual easement over, through and across the Condominium Property for the installation, servicing, maintenance, repair, replacement and removal of the CATV System or any part thereof, (iii) the right to connect the CATV System to whatever receiving source the owner of the CATV System deems appropriate, and (iv) the right, but not the obligation, to provide (or cause to be provided) mandatory or non-mandatory services to Units through the CATV System (and related, ancillary services to Units, including, but not limited to, security-related services) at charges not to exceed those normally paid for like services by residents of single-family homes or condominium units within the general vicinity of the Condominium, and to retain or assign all such charges.
- (h) Additional Easements. Developer (as long as it owns or has the right to acquire pursuant to the Option Agreement any Units or Subsequent Phase land or other lands subject to the Master Declaration) and the Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities or water management facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the

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

- (i) Master Association Easements. The Master Association, through its designees, contractors, agents, successors and assigns shall have the right, in its sole discretion, to enter the Condominium Property and take all action necessary or convenient for the purpose of maintenance, repair, and replacement in accordance with those responsibilities enumerated in the Master Declaration, including, but not limited to, maintenance of private road rights-of-way. This right in favor of the Master Association shall also exist as a non-exclusive easement for ingress and egress over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be paved, intended or designated for such purposes.
- **ELEMENTS.** The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.
- 7. <u>VOTING RIGHTS.</u> Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the respective By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.
- **8.** <u>AMENDMENTS.</u> Except as elsewhere provided herein, amendments to this Declaration may be effectuated as follows:
- 8.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Units in the Condominium. Directors and members may express their approval by voting in person at the meeting in which the amendment is to be considered, or by limited proxy,

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

- (a) Unit Owners owning in excess of 50% of the Units in the Condominium and by not less than 66 2/3% of the Board of Directors of the Association; or
- (b) Unit Owners owning in excess of 66-2/3% of the Units in the Condominium.
- Association, the Declaration, Articles of Incorporation or the By-Laws of the Association may be amended to correct an omission or error, or effect any other amendment deemed desirable by Developer without obtaining approval of the voting interests of the Association except that this procedure for amendment may not be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. So long as the Option Agreement is in effect, any such amendment provided for herein shall also require the prior written consent of Acacia, and any such amendment recorded without Acacia's consent shall be deemed void and of no force and effect.
- 8.3 Execution and Recording. An amendment, other than amendments made by Developer with the consent of Acacia, where applicable in accordance with the terms of this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed and acknowledged with the same formalities required for the execution of a deed. Amendments by Developer must be evidenced by a similar certificate executed by Developer with the consent of Acacia, where applicable in accordance with the terms of this Declaration. So long as the Option Agreement is in effect, any such amendment provided for herein shall also require the prior written consent of Acacia, and any such amendment recorded without Acacia's consent shall be deemed void and of no force and effect. An amendment of the Declaration properly executed in accordance with the foregoing is effective when the applicable certificate is properly recorded in the public records of the County.
- **8.4 Proviso.** Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Owner of a Condominium Parcel shares the Common Expenses and owns the Common Surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and unless all the record Owners of all other Units approve the amendment. No amendment may be adopted which would materially affect the rights or interests of mortgagees of Units, without the consent of said mortgagees which are materially affected in each instance, which consent may not be unreasonably withheld.

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

underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

9. MAINTENANCE.

- 9.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.
- 9.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein (i.e., as to Limited Common Elements), or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owner(s).
- 9.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units and are Limited Common Elements thereof shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, or are Limited Common Elements, except as provided otherwise in this Declaration. Where a Limited Common Element consists of a terrace (more particularly without limitation balcony or patio), the Unit Owner who has the right to the exclusive use of said terrace, balcony, or patio shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling within said area, if any, and the fixed and/or sliding glass door(s) in or on other portions of the entrance way(s) of said area, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any. Notwithstanding the foregoing, the Association may act on the Unit Owner's request to provide maintenance for the Limited Common Elements provided that the costs and charges incurred by the

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

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

11. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER.

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

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

- Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Article 11 shall not apply to Developer or Acadia. Developer shall have the additional right, without the consent or approval of the Board of Directors of the Association, the Master Association or other Unit Owners, to (a) make additions, alterations or improvements so long as such modifications do not change the size of Units and (b) expand, alter, add or modify all or any part of the recreational facilities
- of this Declaration, Developer reserves the right, without Unit Owner approval, to make non-material alterations or improvements in the interior design or layout of any Developer owned units; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units shall not be changed by reason thereof.

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

- 13.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and the By-Laws of the Association (respectively, Exhibits "C" and "D" annexed hereto and made a part hereof), as amended from time to time. In addition, the Association shall have the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including without limitation:
 - (a) The irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

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

- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while Developer owns any Unit without the prior written consent of Developer.
- The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.
- (g) The power to charge a fee for the exclusive use of the Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, a right to such exclusive use.
- (h) All of the powers which a corporation not for profit in the State of Florida may exercise.

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

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

- 13.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, neither the Association, Developer or Acacia shall be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, neither the Association, Developer or Acacia shall be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 11.1 hereof. Further, neither the Association, Developer or Acacia shall be liable to any Unit Owner, lessee, guest or invitee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.
- 13.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 13.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 13.5 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 13.6 Limitation upon Action of Association. The Association shall not commence any legal proceedings on its behalf or on behalf of any or all Unit Owners against Developer without the prior written consent of at least 75% percent of all Unit Owners other than Developer. Prior to instituting any such legal proceeding, the Association shall provide Developer with the written consent of the Unit Owners as referenced above at least thirty (30) days before initiating any such legal proceedings against Developer.

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

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

15. <u>COLLECTION OF ASSESSMENTS.</u>

- 15.1 Liability for Assessments. A Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale, or by deed in lieu of foreclosure, shall be liable for all Assessments which come due while he is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.
- 15.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. Except as otherwise provided herein, the lien is effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the public records of the County, stating the description of the Condominium Parcel, the name and address of the Association, the name of the record Owner, the amount due and the due dates. The claim of lien must be

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

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

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

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

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

- 15.5 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is occupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. The liability of an Institutional First Mortgagee or its successor or assignees who acquire title to the Unit by foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure for the unpaid Assessments that became due prior to the Institutional First Mortgagee's acquisition of title is limited to the lesser of:
 - (a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
 - (b) One percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the Institutional First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Institutional First Mortgagee.

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

- 15.6 Certificate of Unpaid Assessments. Within fifteen (15) days after receiving a written request thereof from a Unit Owner purchaser or mortgagee of a Unit, the Association shall provide a certificate signed by an officer or agent of the Association stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- **15.7 Installments.** Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time.

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

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

16.1 Purchase, Custody and Payment.

- (a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
- (b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance.
- (c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
- (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (as hereinafter defined in Section 16.6) (if appointed).
- (e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall, upon written request, be furnished by the Association to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (f) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

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

- (a) Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners; or, the following equipment, if located within a Unit and the Unit Owner is required to replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built-in cabinets) and all improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, so long as such replacement cost insurance is available, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
 - (i) Loss or Damage by Fire and Other Hazards including windstorm covered by a standard extended coverage endorsement(s); and
 - (ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$300,000 per person and \$100,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (c) Worker's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance if required by the Primary Institutional First Mortgagees or if the Association so elects.
- (e) Fidelity Insurance, covering all directors, officers, employees and management agents of the Association who control or disburse Association funds, such insurance to be in an amount not less than \$10,000 per person insured or as required by the Act.

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

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

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

- Additional Provisions. All policies of physical damage insurance may provide that such policies may not be cancelled or substantially modified without at least forty-five days' prior written notice of all of the named insureds, including all Institutional First Mortgagees of Units.
- 16.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 16.5 Unit Owner Coverage. Each Unit Owner shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use. The Association may require each Unit Owner to provide it with a copy of a binder, a policy, or other proof satisfactory to the Association of said insurance coverage.
- 16.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it elects to serve such functions pursuant to Section 16.11 hereof. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of

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

- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.
- (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 16.7 **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
 - (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
 - (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Institutional First Mortgagees being payable jointly to them.
 - (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 16.6 above, and distributed first to all

- Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) Certificate. In making distributions to Unit Owners and their Institutional First Mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.
- **16.8** Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 16.9 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.
- 16.10 Benefit of Mortgagees. Certain provisions in this Section 16 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.
- 16.11 Insurance Trustee Optional The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.
- 16.12 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.
- 16.13 Unit Owner Damage. The cost to repair any damage caused by a Unit Owner to a Common Element or other property owned by the Association or Master Association, or to a Unit which is not covered by insurance, including lack of coverage due to a deductible, shall be the responsibility of and shall be paid by said Unit Owner causing the damage. The cost of any damage to a Unit not covered by insurance caused from a source outside the Unit, which source of damage is under the control and management of the Association, and said damage is through no negligence on the part of the Association, shall be borne by the Unit Owner sustaining the damage.

17. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

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

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

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

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

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

- 17.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.
 - (a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
 - (i) Association Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
 - (ii) Association Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
 - (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated

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

- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.
- 17.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements. Costs on account of damage to the Optional Property shall be charged to each Unit Owner in proportion to the cost of repairing the damage suffered by each Unit Owner thereof, as determined by the Association.
- 17.5 Benefit of Mortgagees. Certain provisions in this Section 17 are for the benefit of mortgagees of Units and may be enforced by any of them.

18. CONDEMNATION.

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

- **18.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance trustee (if appointed) after a casualty, or as elsewhere in this Section 18 specifically provided.
- 18.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
 - (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the proceeds of the award, the additional funds required for restoration shall be charged against the Owner of the Unit. The Association shall have the right to collect and enforce such costs and expenses as elsewhere provided in accordance with this Declaration, pursuant to Section 15 and applicable law.
 - **(b) Distribution of Surplus.** The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
 - (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common

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

- (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
- (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

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

- 18.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
 - Payment of Award. The awards shall be paid first to the applicable Institutional Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
 - (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
 - (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

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

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

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

- (d) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.
- 18.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.
- **18.7** Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common

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

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

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

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

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

- 19.2 Children. Children shall be permitted to reside in Units, subject to the provisions of Section 19.1, above.
- 19.3 Pets. Except for fish, each Unit (regardless of the number of Owners) may maintain therein up to two (2) household pets, to be limited to domestic dogs not to exceed thirty (30) pounds each, or domestic cats, or caged birds, or one (1) fish tank not to exceed 55 gallons, provided they are not kept, bred, or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. All pets must be registered and approved by the Board, which approval may be given or withheld in the sole discretion of the Board. Notwithstanding the foregoing, any request for installation of a fish tank exceeding 55 gallons must be submitted and approved by the Board of the Association, which approval may be given or withheld in the sole discretion of the Board, and be compatible with the structural design of the Building. The Board may require review of such request by a structural engineer at the sole expense of the Unit Owner. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be kept in a Limited Common Element. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Without limiting the generality of Section 20 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. No one other than a Unit Owner is permitted to keep any pets.
- Alterations. Without limiting the generality of Section 11.1 hereof, no Unit Owner shall 19.4 cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, pools, whirlpools or saunas or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Without limiting the Association (in the manner specified in Section 11.1 hereof). generality of Section 11.1 hereof, no Unit Owner shall cause or allow any mechanical, electrical or structural alterations, improvements or changes to the interior of any Unit without submitting professional sealed and prepared plans to the Association and without obtaining the prior written consent of the Association (in the manner specified in Section 11.1 hereof). Notwithstanding anything to the contrary herein, no part of a Unit which has been designated by Developer for use as a garage for automobiles shall be utilized as a bedroom, den, family room, living room or any other living quarters.
- 19.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. Violation of this provision shall be a violation of this Declaration and may be a violation of the applicable fire codes governing the Condominium.

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

- 19.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 19.7.
- 19.8 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leasing of Units may also be subject to the prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds the Association may find. No lease shall be approved for a term of less than fourteen (14) days. The Association shall have the right to require of all tenants that they deposit in escrow with the Association a sum not to exceed the equivalent of one (1) month's rent which may be used by the Association to protect against damages and to repair any damage to the Common Elements or other property owned by the Association resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Regardless of whether or not expressed in the applicable lease, all Unit Owners shall be iointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall also comply with and be subject to the provisions of Article 20 hereof. This Section shall also apply to subleases and assignments and renewals of leases. No lease approved by the Association shall be amended or modified without the Association's approval.

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

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

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

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

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

- 19.10 Unit Floor Coverings. All Units above the first floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may only be installed upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring must always be approved in writing by the Board or its representative prior to installation and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring.
- 19.11 Effect on Developer; Association. The restrictions and limitations set forth in this Article 19, except Sections 19.1, 19.2, 19.3, and 19.8, shall not apply to Developer, nor to Units owned by or leased to Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 19 for good cause shown.
- 20. <u>COMPLIANCE AND DEFAULT</u>. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:
- **20.1** Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

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

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

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

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

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

- 20.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).
- 20.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- TERMINATION OF CONDOMINIUM. The Condominium shall continue until (i) 21. terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee. When the Board of Directors of the Association intends to terminate the Condominium, the Board shall so notify the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation (the "Division") before taking any action to terminate the Condominium or the Association. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. Upon recordation of said certificate evidencing termination of the Condominium, the Association within thirty (30) business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk.

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

22. ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.

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

- 22.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.
- 22.3 The approval of a majority of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which materially affects the rights or interests of the Institutional First Mortgagees, as set forth in Section 718.110(4) and 718.110(8), Florida Statutes, as amended from time to time, which approvals shall not be unreasonably withheld.
- COVENANT RUNNING WITH THE LAND. All provisions of this Declaration and the 23. Articles and By-Laws of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

24. ADDITIONAL PROVISIONS.

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

- 24.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 24.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- **24.4** Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 24.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- **24.6** Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

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

- **24.8** Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- **24.9 Ratification**. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 24.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of Developer, all documents or consents which may be required by all governmental agencies to allow Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer. Additionally, so long as the Option Agreement remains in effect, any amendment to this Section shall also require the prior written approval of Acacia, and any purported amendment without such approval shall be deemed void and of no force and effect.
- 24.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- **24.12 Captions.** The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 24.13 Access of Developer to Building and Units. For as long as Developer remains liable to any Unit Owner, or the Condominium Association, under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, or any Units therein, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time, to enter the Condominium Property, the Common Areas of the Reflection Lakes as defined under the Master Declaration or any Units for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer

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

- 24.14 Enforcement Rights. The Owner of any Unit, including Developer, shall have the right, but not the obligation, to enforce, by proceedings at law or in equity, any or all of the provisions of this Declaration, including, without limitation, the right to prosecute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation. In addition, so long as the Option Agreement is in effect, Acacia shall have the right to enforce any of the provisions of this Declaration that are intended to be for the benefit of Acacia. None of the provisions of this Declaration shall obligate or be construed to obligate Developer, or Acacia, or their respective agents, representative or employees, to undertake any affirmative action to enforce the provisions of this Declaration or any provision hereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof. The failure of any Owner, including Developer and Acacia, to enforce any of the provisions of this Declaration shall not constitute a waiver of the right to enforce the same thereafter.
- 24.15 Required Consent from Acacia. Notwithstanding anything in this Declaration to the contrary, as long as the Option Agreement remains in effect, any subdivision or replat of the Land, or any portion thereof, or resubdivision of any Unit shall require the prior written consent of Acacia. Further, as long as the Option Agreement remains in effect, no other covenants, conditions, restrictions or easements shall be recorded by Developer, any Owner or other person against any Unit or other portion of the Land without the provisions thereof having been first approved in writing by Acacia. Any plat or replat of the Land, any resubdivision of any Unit, and any covenants, conditions, restrictions or easements recorded without such approval of Acacia being evidenced thereon shall be null and void.
- 25. <u>DISCLAIMER OF WARRANTIES.</u> DEVELOPER AND ACACIA HEREBY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT, TO THE EXTENT APPLICABLE, AND THOSE SPECIFICALLY GIVEN IN WRITING BY DEVELOPER OR ACACIA, AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

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

26. MANDATORY NON-BINDING ARBITRATION OF DISPUTES.

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

- (b) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.
- (c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction within thirty (30) days in the County in which the Condominium is located. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorneys' fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.
- (d) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.
- (e) The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence.
- (f) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the condominium is located. A petition may not be granted unless the time for appeal by filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorney's fees and costs incurred in enforcing the arbitration award.
- 27. LIMITATION ON RIGHTS AS DEVELOPER. Notwithstanding any other provision contained in this Declaration, as long as TOUSA is Developer, TOUSA shall not, without the prior written consent of Acacia, have the right to exercise any of "Developer" rights under this

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

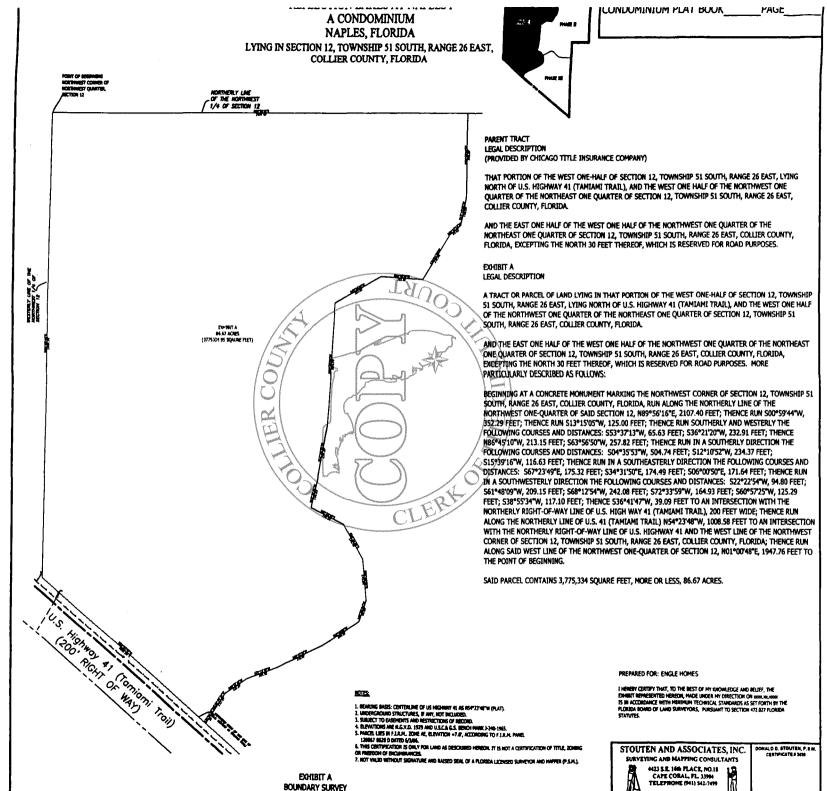
28. TERMINATION OF OPTION AGREEMENT. Notwithstanding any other provision of this Declaration, TOUSA and Acacia acknowledge that, upon recordation of a termination of the Option Agreement in the Public Records of Collier County, Florida, the Option Agreement, for purposes of this Declaration, shall be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

IN WITNESS WHEREOF, TOUSA and Acacia have caused this Declaration to be duly executed as of the, and, 2005.						
Signed, sealed and delivered in the presence of: Witness Signature	TOUSA HOMES, INC. a Florida Corporation					
Witness Printed Name Witness Printed Name	By:					
Witness Signature LYNDA K. ROWNEY Witness Printed Name	David A. Cobb Vice President					
STATE OF FLORIDA) COUNTY OF County OF	[CORPORATE SÉAL]					
The foregoing instrument was 2005, by David A Florida corporation. He is personally known	acknowledged before me this <u>l</u> day of Cobb, as Vice-President of TOUSA Homes, Inc., a					
as identification.	Maney Do Marine					
Notary Public State of Florida Nancy DeMarinis My Commission DD416187 Expires 05/20/2009	Notary Public Signature NANCY De MARINIS Notary Public Printed Name					

My commission expires:

Signed, sealed and delivered in the presence of:	ACACIA CREDIT FUND 8-A, LLC, a Delaware limited liability company	
Witness Signature Witness Signature Madle Witness Printed Name	By: Fund 8-A Management Company, L.L. a Delaware limited liability company, its Managing Member	.C.
Witness Signature LOLA L. CAMPBELL	By: Acacia Capital Corporation, a California corporation, its Managing Member	
Witness Printed Name	By: Stem	
	Print Name: Steven S. Benson	
	Title: Eccc. Uice President	
Corporation, a California corporation, in Management Company L.L.C., a Delaware	its capacity as Managing Member of Furlimited liability company, the Managing Mer elimited liability company, for and on behalf ted	, 2005, Capital nd 8-A nber of
(SEAL)	Notary Public Signature Teresa G. Hall Notary Public Printed Name	
My commission expires: $o 1/o 4/o 4$	TERESA G. HALL Notary Public - Arizona MARICOPA COUNTY	
25242_1.DOC	My Commission Expires JANUARY 9, 2009	

TO THE DECLARATION OF CONDOMINIUM
OF
REFLECTION LAKES AT NAPLES I, A CONDOMINIUM
LEGAL DESCRIPTION AND SURVEY OF LAND



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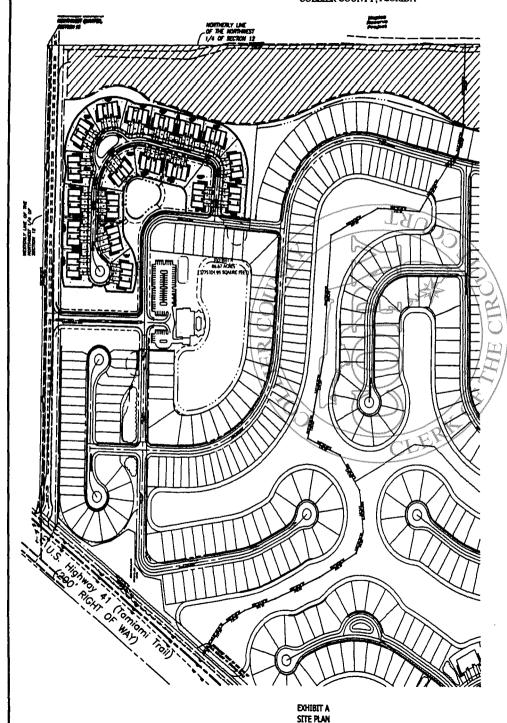
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A CONDOMINIUM NAPLES, FLORIDA

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



CONDOMINIUM P	LA I BOOK	PAGE	——	

K 0

EXHIBIT Page 2

1. BEARING BASIC CONTENUES OF US HIGHWAY 41 AS MISFEZYNTW (PLAT).
2. URGERCOURD STREATURES, OF ANY, NOT INCLUDED.
3. SUBJECT TO EASTWORTS AND RESTRICTIONS OF RECOURD.
4. ELEVATIONS ARE REALY AD, 1574 AND USECULE OF RECOURD.
5. PARKEL LIES OF FLEAR, 2006 ARE, BLEAVIOUR OF JOY, ACCORDING TO FLEAR, PAWEL
1. 1000 YES ORTO DATED LYANG.
6. THIS CORTO FLATOR IS ONLY FOR LAND AS DESCRIBED HERBOIL IT IS NOT A CERTIFICATION OF TITLE, ZOHING
OR RESECON OF REQUIREMENCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A PLORIDA LICENSED SURVEYOR AND MAMPER (P.S.M.).

STOUTEN AND ASSOCIATES, INC. SURVEYING AND MAPPING CONSULTANTS 4423 S.E. 16th PLACE, NO.18 CAPE CORAL, FL. 13984 TELEPHONE (M1) 542-7499

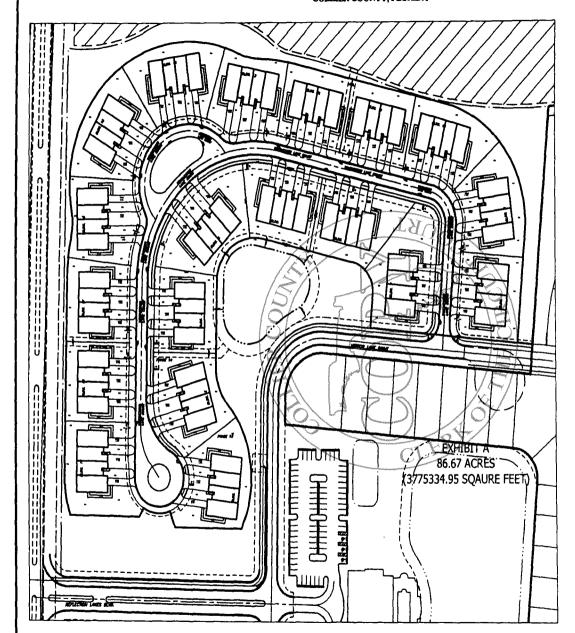
DONALD D. STOUTEN, P.S.M. CERTIFICATE # 1830

SHEET 2 OF 23

THE DECITION DOISED AT NATION !

A CONDOMINIUM NAPLES, FLORIDA

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



LEGEND:

ICONDOMINIUM PLAT BOOK

POUND NAIL AND TAB SET NAIL AND TAB UB 3377 FOUND STEEL PIN

O SET 1/2 " IRON PIN AND CAP LB#3377

PAGE

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EXHI! Page

POWER POLE

UNITED TELEPHONE RISER

5.9 EXISTING ELEVATION

C-1 DENOTES CURVE NUMBER

L-1 DENOTES LINE NUMBER (R) DENOTES RADIAL LINE

D.E. DENOTES DRAINAGE EASEMENT

P.U.E. DENOTES PUBLIC UTILITY EASEMENT

C.U.E. DENOTES COUNTY UTILITY EASEMENT

L.M.E. DENOTES LAKE MAINTENANCE EASEMENT

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

DONALD B. STOUTEN, P.S.M. CERTIFICATE # 2016

L REMAING MASIS: CENTERLINE OF US HIGHWAY 4) AS ISSPYZYOFW (PULT).

2. UNDERGOUND STRUCTURES, P. HWY, HOT INCLUDED.

3. SURGECT TO SERVENITY AND INSTRUCTURES OF RECORD.

4. ELEVATIONS ARE KLAYS, 1939 AND U.S.Z.G. G. BERCH (MARK 2-104-105).

5. MAGELL RES IN PLAZAL, EXIST ARE REMOTRON 1-73, EXCENDENCE TO 1-13-14, PANEL.

5. MAGELL RES IN PLAZAL, EXIST ARE REMOTRON 1-73, EXCENDENCE TO 1-13-14, PANEL.

6. THEST CENTERCATION 5 DICK YOR LAND AS DESCRIBED HERBOIL IT SE NOT A CERTIFICATION OF TITLE, ZONGO CONTRIBUTION OF TITLE, ZONGO CONTR

OR PRESCON OF ENGUNERANCES.
7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A PLORIDA LICENSED SURVEYOR AND IMPROR OF S.N.L.

EXHIBIT A SITE PLAN

SMEET 3 OF 23

TO THE DECLARATION OF CONDOMINIUM
OF
REFLECTION LAKES AT NAPLES I, A CONDOMINIUM
LEGAL DESCRIPTION, PHASE SURVEYS, PLOT PLANS
FOR
PHASES I THROUGH 19

OF THE CIRC

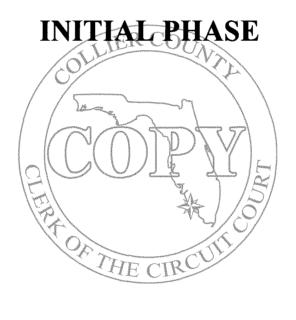
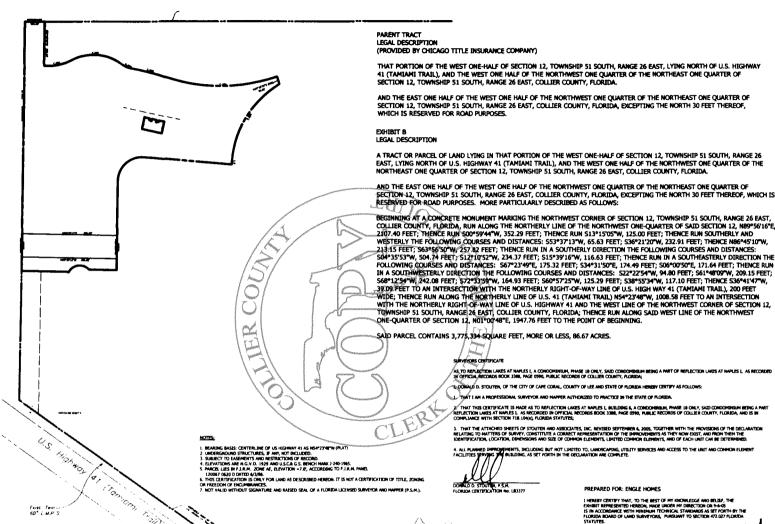


EXHIBIT B REFLECTION LAKES AT NAPLES I A CONDOMINIUM NAPLES, FLORIDA

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

ONDOMINIUM PLAT BOOK	PAGE
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I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELBY, THE EXHBIT REPRESENTED HEREON, MADE UNDER MY DIRECTION ON 94-05 SI IN ACCORDANCE WITH HAININGHI TOORICAL STANDARDS AS SET FORTH BY THE FLORIDA BIOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 FLORIDA

STOUTEN AND ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS

4423 S.E. 16th PLACE, NO.18 CAPE CORAL, FL 33904 TELEPHONE (239) 543-7499



EXHIBIT B **BOUNDARY SURVEY**

EXHIBIT B **REFLECTION LAKES AT NAPLES I** A CONDOMINIUM NAPLES, FLORIDA

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

CURVE	DELTA	2	RADIUS	CH. HEARING	CHORD	TANGENT
	17.44.44		63.00	581°47'04"W	104.97	
	23.26.36.				192.76	133.91
C-359	37*4878	570.30	864.00	M09"39"11"E	560.06	296.02
C-360	101	191.01	1341.00	575°30'35'E	190.65	95.67
C-361	27*46'37"	43.15	89.00	362,45,36,6	42.73	22.01
	66. IL. 12.					
	29"37"41"					
C-364	52*46*54"	479.03	520.00	231.30.23.M	462.Z7	250.03

PAGE

CONDOMINIUM PLAT BOOK

LINE TABLE				
LINE	LENGTH	BEARING		
L-2	9.04	N64"37"56"W		
L-3	19.44	504°57'26"W		

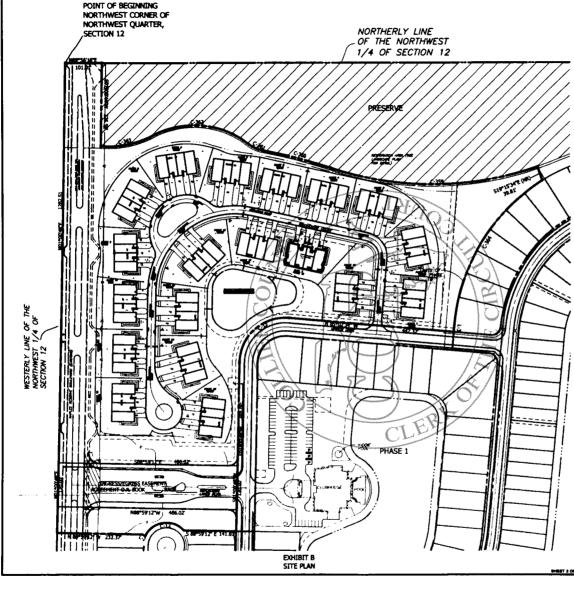
INCIDENCE THE BOTHWEST CORNER OF THE BOTHWEST QUARTER OF SECTION 12, TOWNSHIPE ST SOUTH, MAKES 26 MART MAN ALDRIG THE BOTHWEST LIBE OF THE RICKTHWIST CORE-QUARTER OF SAID SECTION 12 MEMBERS 19, 10 LIN FRETT. THESE LEAVING SAID NORTH LIBE RUIN TOWNSHIPE ST SOUTH LIBER RUIN TOWNSHIPE SAID SECTION 12 MEMBERS 19, 10 LIN FRETT. THE SECTION OF A BEST OF SECTION 12 MEMBERS 19, 10 LIN FRETT. THE SECTION OF A BEST OF SECTION 12 MEMBERS 19, 10 LIN FRETT. THE SECTION OF A BEST OF SECTION 12 MEMBERS 19, 10 LIN FRETT. THE SECTION OF A BEST OF SECTION 12 MEMBERS 19, 10 LIN FRETT. THE SECTION OF SECTION 12 MEMBERS 19, 10 LIN FRETT. THE SECTION 19 MEMBERS 19 LIN FRETT. TH

- 1. BEARING BASS: CENTERLINE OF US HIGHWAY 41 AS HG4*23 44"M (PLAT).
 2. UNDERGOUND STRUCTURES, 8" AMY, NOT INCLUDED.
 3. SUBJECT TO SERVINE AND RESTRUCTURES OF RECORD.
 5. SUBJECT TO SERVINE AND RESTRUCTURES OF RECORD.
 5. MERCEL LESS DE LIALH. ZODE AS, ELEVATION -7-17, ACCORDING TO F.I.R.M. PAMEL.
 1. COMPS GRAD DO THE GLARM.
 6. THIS CERTIFICATION IS ONLY FOR LAND AS DESCRIBED PERSON, IT IS NOT A CERTIFICATION
 THILL, ZOURGE OR PRESCHOL OF ENGRAPHICATION.
 7. PROT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A RODIZON LICINESED SURVEYOR AND
 MAYORE CASAL.).

STOUTEN AND ASSOCIATES, INC. SURVEYING AND MAPPING CONSULTANTS







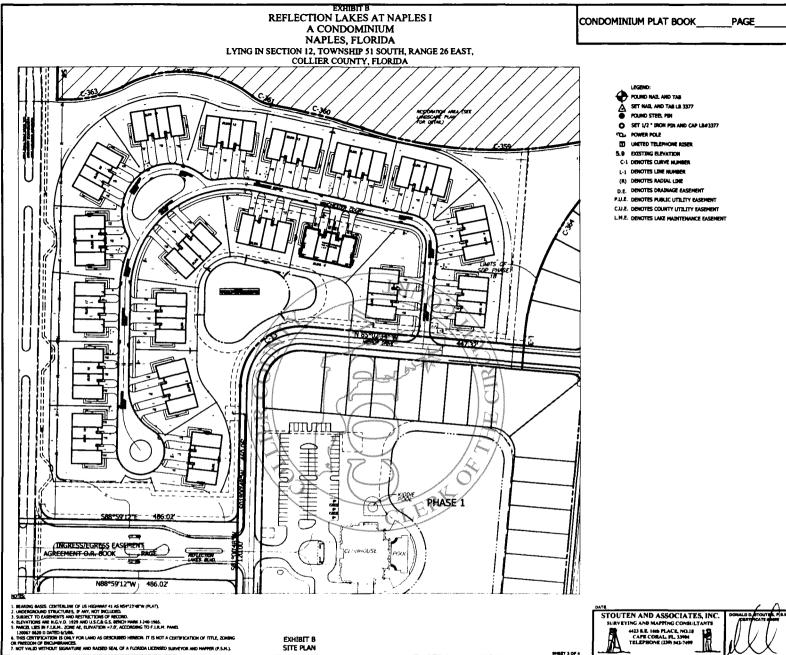
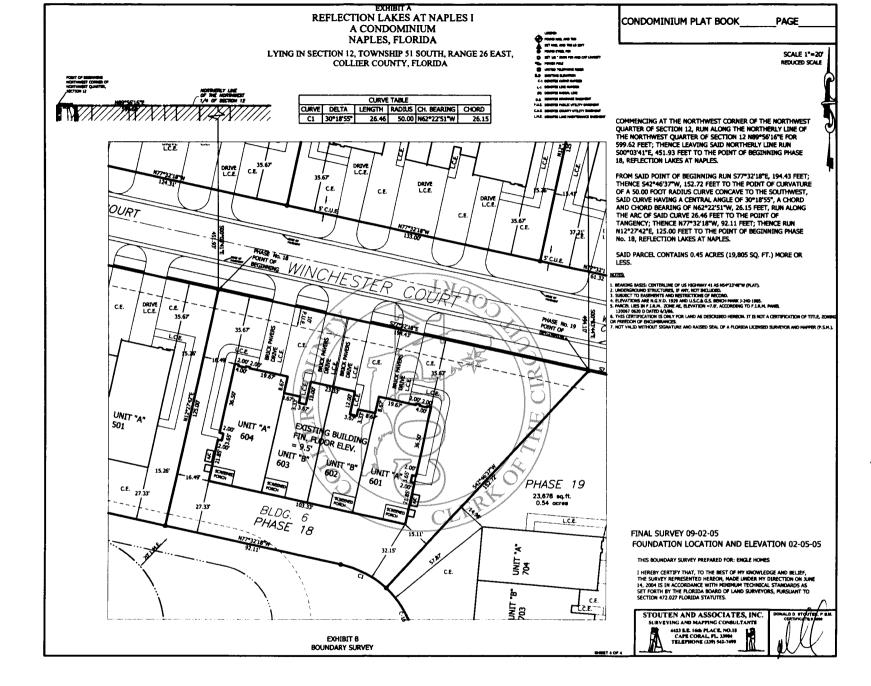


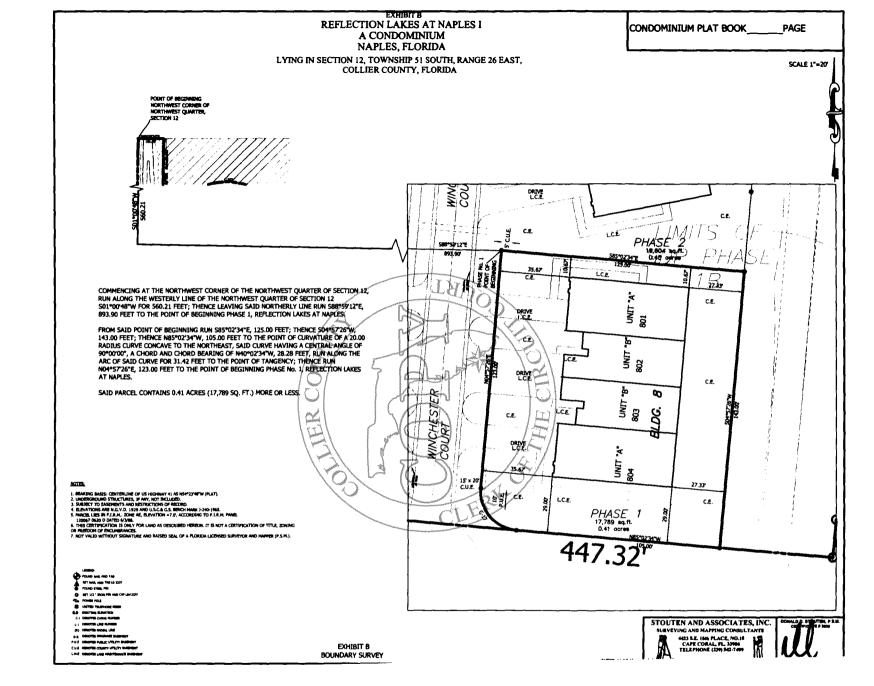
EXHIBIT B SITE PLAN SURVEYING AND MAPPING CONSULTANTS 4423 S.E. 16th PLACE, NO.18 CAPE CORAL, PL. 33904 TELEPHONE (239) 542-7499





SUBSEQUENT PHASES







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THE ENGINEERY MICHIEL FLORE FLAN TO JUST SERVICE 198 THE CAPTINA-ET PLOOR FLAN

EXHIBIT 8
FLOOR PLAN - ELEVATIONS

EXHIBIT B **REFLECTION LAKES AT NAPLES I** CONDOMINIUM PLAT BOOK PAGE A CONDOMINIUM NAPLES, FLORIDA TYPICAL BUILDING LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA N.T.S. UNIT "A" UNIT "B" UNIT "B" UNIT "A" **REVERSED REVERSED** TRU SANIBEL-III CAPTIVA-III AREA CALCULATIONS AREA CALCULATIONS BT/FLR ARBA 1045 S.F. 2000 FLR ARBA 462 S.F. IST FLR AREA 198 S.F. BT FLR LANA E SF. TOTAL AREA 1507 S.F. GARAGE 220 S.F. MT PLE LANG 74 S.F. COV. ENTRY 1 SF. 29 S.F. TOTAL 16 A.P. COV. BINTRY 12 S.F. TOTAL B44 8.F. MARK THE WALL AND

STOUTEN AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
403 SE 146 PLACE, NO.18
CAPE CORAL, PL JUM6
TELEPHONE (239) 542-7499

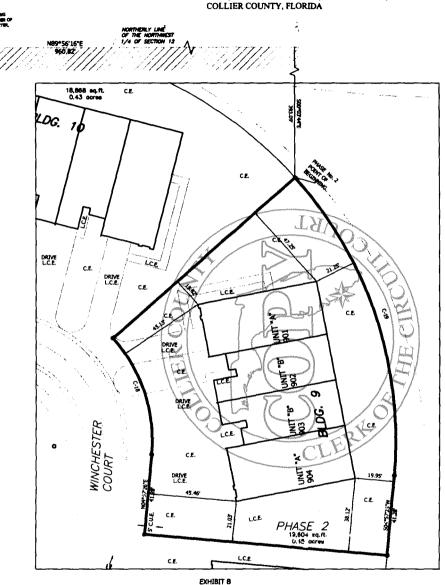
LAT DESCRIPTIONS AND CALIFORNIA SPEE

REFLECTION LAKES AT NAPLES I A CONDOMINIUM NAPLES, FLORIDA

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

CONDOMINIUM PLAT BOOK

SCALE 1"=20"



BOUNDARY SURVEY

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 960.82 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN 500°03'44"E. 393.09 FEET TO THE POINT OF BEGINNING PHASE 2, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN ALONG THE ARC OF A 205.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 46°27'40", A CHORD AND CHORD BEARING OF S18°16'24"E, 161.72 FEET RUN ALONG THE ARC OF SAID CURVE FOR 166.23 FEET TO THE POINT OF TANGENCY; THENCE RUN \$04°57'26"W, 41.28 FEET; THENCE N85°02'34"W, 125.00 FEET; THENCE N04°57'26"E, 41.28 FEET TO THE POINT OF CURVATURE OF A 80.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 46°27'40", A CHORD AND CHORD BEARING OF N18°16'24"W, 63.11 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 64.87 FEET TO THE POINT OF TANGENCY; THENCE RUN N48*29'46"E, 125.00 FEET TO THE POINT OF BEGINNING PHASE No. 2, REFLECTION LAKES AT NAPLES.

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

- I. RABING BASS: CENTERLINE OF US HIGHWAY 41 AS NSY22MEW (PLAT).

 2. UNDERGOUND STRUCTURES, IF ARM, NOT DIALOBD.

 3. SURBLET TO SERVENTS AND RESTRUCTIONS OF RECORD.

 4. ELEVATIONS ARE IN G.V.D. 1959 AND U.S.C.B. G.S. BENCH HAVE 1-240-1955.

 5. PARCEL LES IN 15 JAN. 7. ZOR RE. (1944) TON 1-7. M. ACCORDING TO FIRRAL MAND.

 1. DON'TO 403.0 DATED 4755.

 1. DON'TO 403.0 DATED 4755.

 7. NOT VALID WITHOUT SIGNATURE AND RAISED SERV. OF A FLORIDA LICENSES SURVEYOR AND MAMPER (P.S.M.).

STOUTEN AND ASSOCIATES, INC. SURVEYING AND MAPPING CONSULTANTS 4423 S.E. 16th PLACE, NO.18 CAPE COBAL, FL 33984 TELEPHONE (239) 542-7499



EXHIBIT B REFLECTION LAKES AT NAPLES I CONDOMINIUM PLAT BOOK PAGE A CONDOMINIUM NAPLES, FLORIDA LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, SCALE 1"=20" COLLIER COUNTY, FLORIDA POINT OF BEGINNING NORTHWEST CORNER OF NORTHWEST QUARTER, NORTHERLY LINE SECTION 12 OF THE NORTHWEST 1/4 OF SECTION 12 Neer-56-16'E 1/4 OF SECTION 12 COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST CHARTER OF SECTION 12. RUN ALONG THE MORTHERLY LINE OF THE SE 4 C.E. 577-72716-NORTHWEST QUARTER OF SECTION 12 N89*56'16"E FOR 791.74 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN S00*03'41"E. 315.34 FEET 25 sq.ft. TO THE POINT OF BEGINNING PHASE 3, REFLECTION LAKES AT NAPLES. FROM SAID POINT OF BEGINNING RUN 577°32'18"E, 61.32 FEET TO THE C.E. 25.82* POINT OF CURVATURE OF A 205.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 36°02'05", PHASE 3 A CHORD AND CHORD BEARING OF \$59°31'16"E, 126.81 FEET, RUN 18,868 sq.ft. 0.43 acres ALONG THE ARC OF SAID CURVE FOR 128.93 FEET TO THE POINT OF C.E. TANGENCY, THENCE RUN \$48°29'46"W, 125.00 FEET TO THE POINT OF CURVATURE OF A 80.00 FOOT RADIUS CURVE CONCAVE TO THE ALDG. SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 36°02'05", A 19.41 CHORD AND CHORD BEARING OF N59°31'16"W, 49.49 FEET, RUN ALONG UNIT "A" THE ARC OF SAID CURVE FOR 50.31 FEET TO THE POINT OF TANGENCY; 1001 UNIT "B" THENCE RUN N77°32'18"W, 61.32 FEET; THENCE RUN N12°27'42"E, 125.00 FEET TO THE POINT OF BEGINNING PHASE No. 3, REPLECTION 1002 UNIT "B" 1003 LAKES AT NAPLES. UNIT "A" SAID PARCEL CONTAINS 0.43 ACRES (18,868 SQ. FT.), MORE OR LESS. 1004 55.43 C.E. LC.E. DRIVE L.C.E. C.E. LC.E. 20,50 C.E. DRIVE / L.C.E_{17,51} C.E. NOTES: I. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS NS#25*9FW (PLAT).
2. URDERGROUND STRUCTURES, PF MW. MOT BIOLDER
3. SARRECT TO REMEMBERS AN MESTALICHED OF RECORD.
3. SARRECT TO REMEMBERS AND MESTALICHED OF RECORD.
4. ELEVATIONS ARE NG.V.D. 1959 AND U.S.C.B. G.S. SENCH MANY 1-240-1965.
5. MINCLE LESS PLEATLA. ZORR ACE, BEAVATION 1-27, ACCORDING TO FLIFUR, MANG.
1. JOSOF DAGED OF AND MAYER.
5. HIS CERTIFICATION IS CORN. FOR LAND AS DESCRIBED PERSON. IT IS NOT A CERTIFICATION OF TITLE, ZORNIGO
7. MICH WALLE WITHOUT SIGNATURE AND RAISED SCAL OF A FLORIDA LICENSED SURVEYOR AND MAYERS (P.S.M.). C.E. WINCHESTER COURT DRIVE L.C.E. C.E. C.E. DRIVE L.C.E. STOUTEN AND ASSOCIATES, INC. SURVEYING AND MAPPING CONSULTANTS

EXHIBIT B BOUNDARY SURVEY 403 S.E. 16th PLACE, NO.18 CAPE CORAL, PL. 33984 TELEPHONE (239) 542-7489



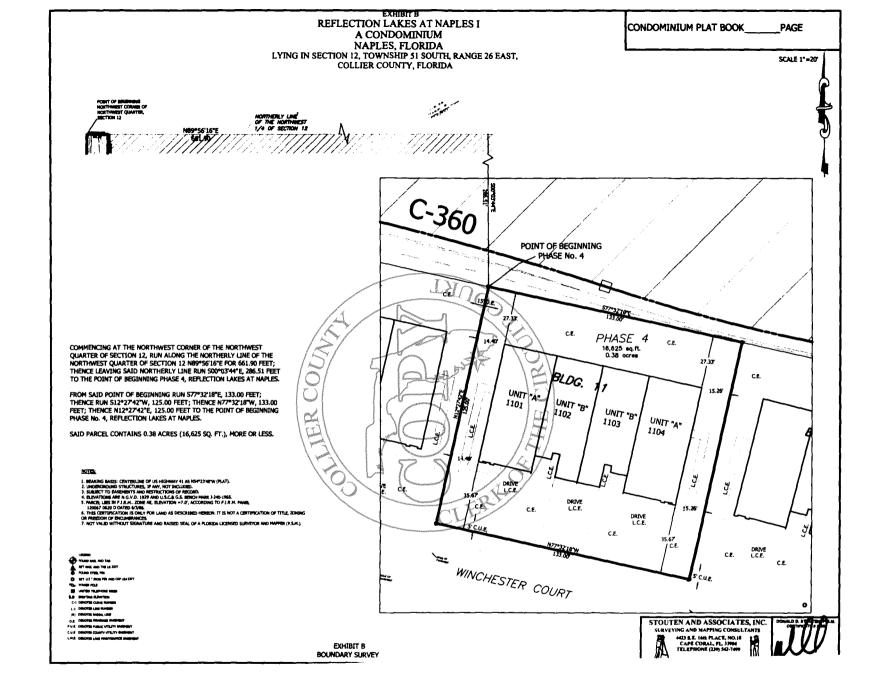
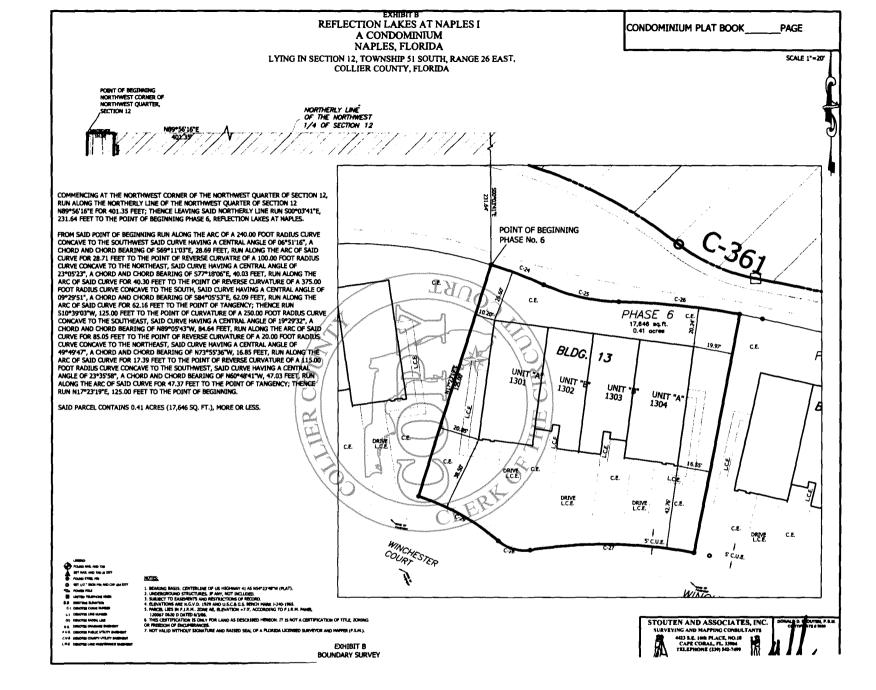
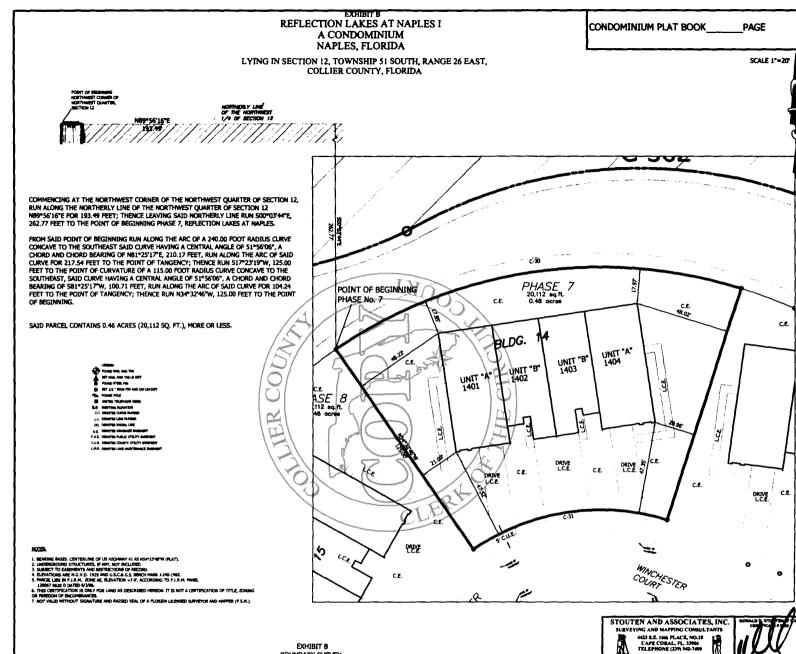
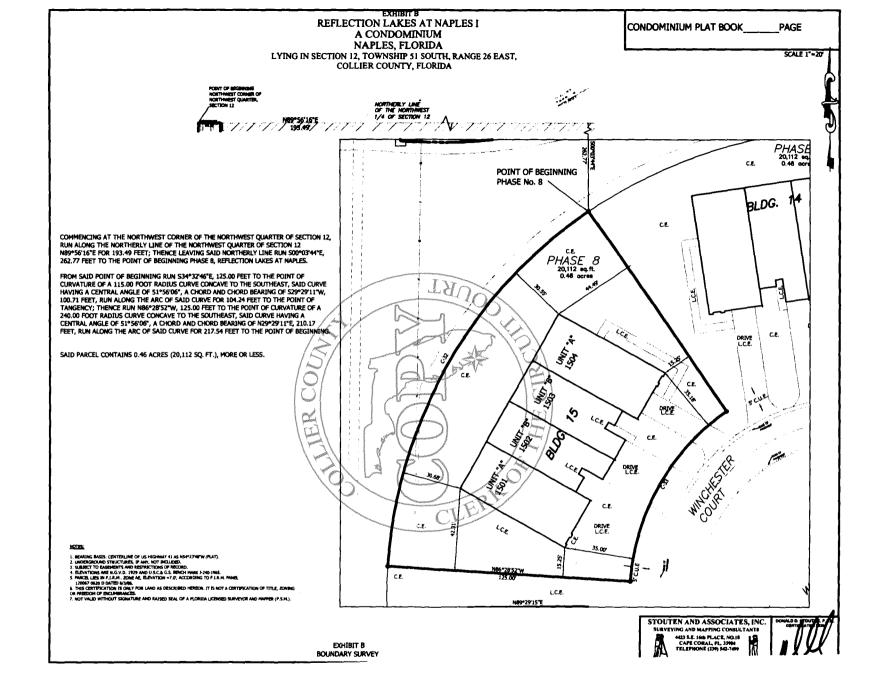


	EXHIBIT B CTION LAKES AT NAPLES I A CONDOMINIUM NAPLES, FLORIDA	Į.	CONDOMINIUM PLAT BOOK	PAGE
	112, TOWNSHIP 51 SOUTH, RANGE 26 EAS' DLLIER COUNTY, FLORIDA	1000 Mg And Top 100 M		SCALE 1"=20"
POINT OF BEGINNING NORTHWEST CORNER OF NORTHWEST QUARTER, SECTION 12 N80°56'16"E	NORTHERLY LINE OF THE NORTHWEST 1/4 OF SECTION 12	The state of the s	, , , ,	
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89*95*16"E FOR 528,95 FEET; THEMO'E I SAUVING SAID MORTHESIN VI. BI BIN SQM9741"E 7571 6FEFT		IT OF BEGINNING PHASE No. 5	C-360	
THENCE LEAVING SAID NORTHERLY LINE RUN S00*03*41*E, 257.16 FEET TO THE POINT OF BEGINNING PHASE 5, REFLECTION LAKES AT NAPLES. FROM SAID POINT OF BEGINNING RUN ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST SAID CURVE HAVING A CENTRAL ANGLE OF 01*48*39*, A CHORD AND CHORD BEARING OF 578*26*38*E, 11.85 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 11.85 FEET, THUN ALONG THE ARC OF SAID CURVE FOR 11.85 FEET, THENCE RUN \$272*32**E, 125.00 FEET; THENCE RUN \$272*32**EV, 125.00 FEET; THENCE RUN CURVE FOR 7.90 FEET TO THE POINT OF TANGENCY; THENCE RUN N10*39*03**E, 125.00 FEET TO THE POINT OF TANGENCY; THENCE RUN N10*39*03**E, 125.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.39 ACRES (16,773 SQ. FT.), MORE OR LESS.	16.00 16.00 10	PHASE 5 16,773 sq.ft. 16,773 sq.ft. 10,39 ocres BLDG. 12 TT "A" UNIT "B" UNIT "B" 1202 UNIT "B" 1203	. C.E. 15 D.E.	St. DG.
INCITES. 1. READING BACSS: CENTERLINE OF US HIGHWAY 41 AS INSP2ZYBTW (PLAT). 2. UNREDUCATION STRUCTURES, IF AMY, NOT INCLUDIOD. 3. SURGET TO UNREDWING SAND DESTRUCTION OF RECORD. 4. ELEVATIONS ARE N.C.Y. D. 1823 AND U.S.C.B. C.S. SINCH HAM 1.740-1965. 5. MACSZ, LIES BR 1.741-2. ZORM AC, ELEVATION - 177, ACCORDING TO P.F.R.H. PAME. 6. THIS CORTIFICATION IS ONLY YOU LAND AS DESCRIBED HERBON, IT IS NOT A CERTIFICATION OF TITLE, ZONING OR RESECON OF RESORMANCES. 7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (P.S.H.).	Danie CE. Danie CE.	CE. DRIVE CE.	75.67 OF	AINE.
	WINCHESTER CO	OURT	CE. 5CUE	DRIVE C.E. L.C.E.
EXHI BOUNDAR	IBIT B LY SURVEY	gamma e e e e	STOUTEN AND ASSOCIATES, II SURVEYING AND MAPPING CONSULTANT 603 BE 160 PLACE NO.18 CAPE COBAL, PL 3006 FELEPHONE (259) 562-7699	





BOUNDARY SURVEY



REFLECTION LAKES AT NAPLES I A CONDOMINIUM NAPLES, FLORIDA

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

CONDOMINIUM PLAT BOOK_____PAGE

SCALE 1"=20"

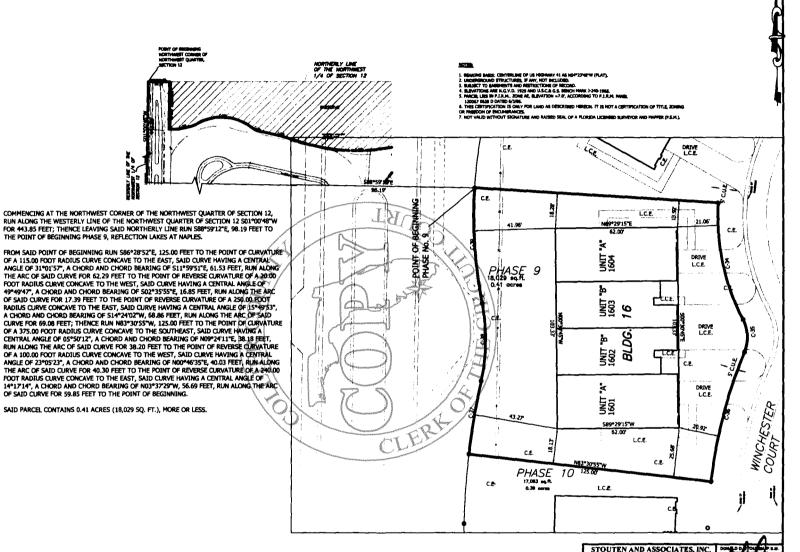
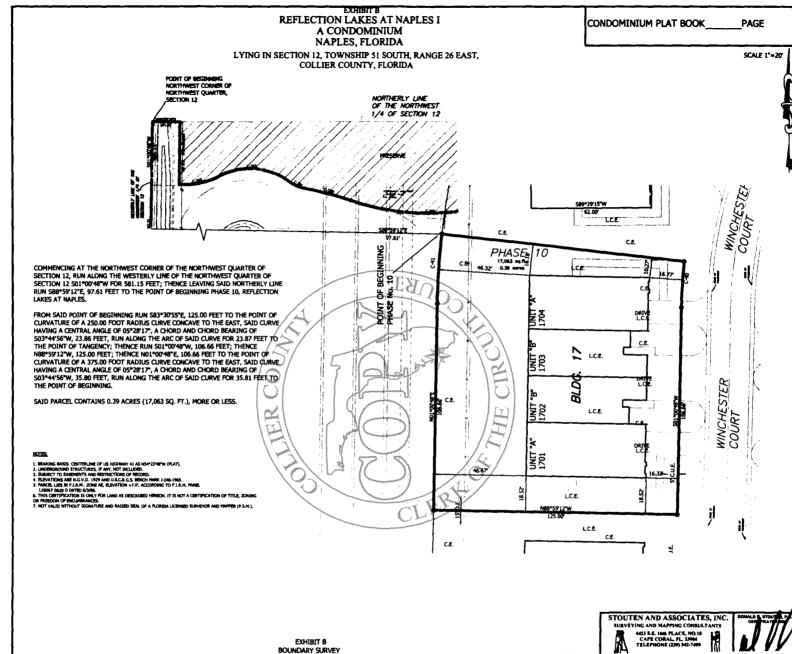
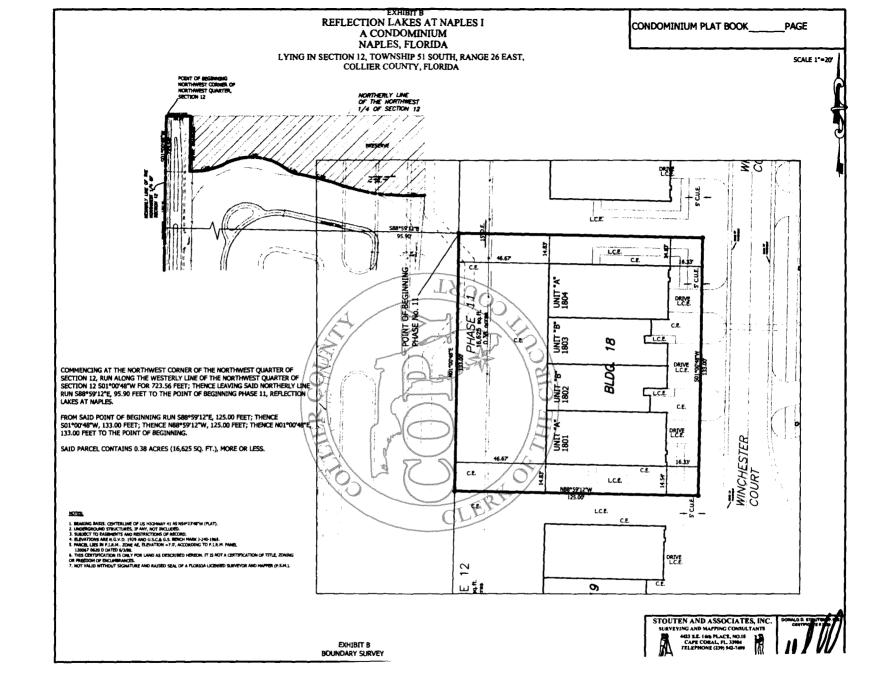


EXHIBIT B BOUNDARY SURVEY BURVEYING AND MAPPING CONSULTANTS

4423 S.E. 16th PLACE, NO.18
CAPE CORAL, FL. 33964
TRLEPHONE (239) 542-7699

LTANTE





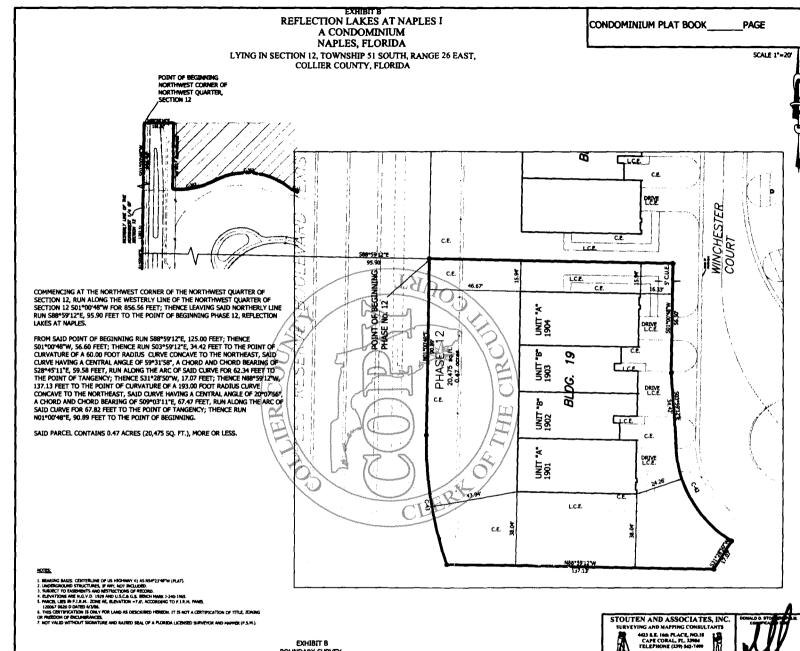
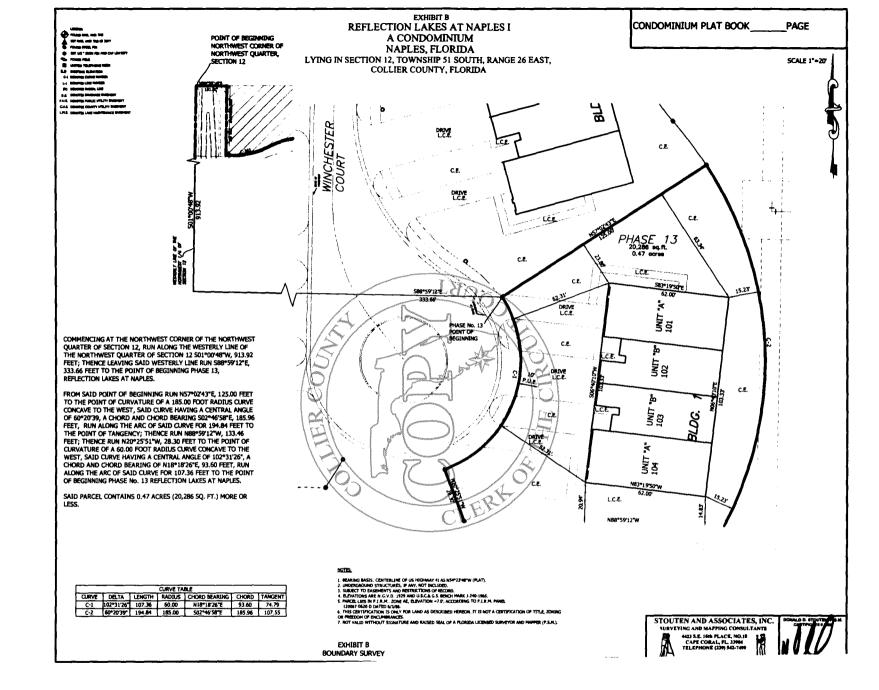
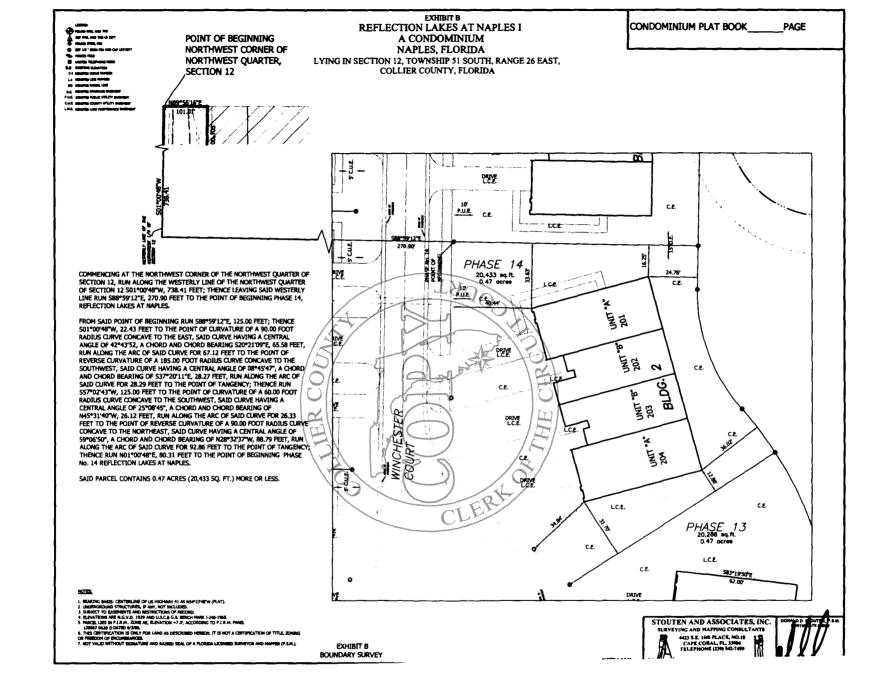
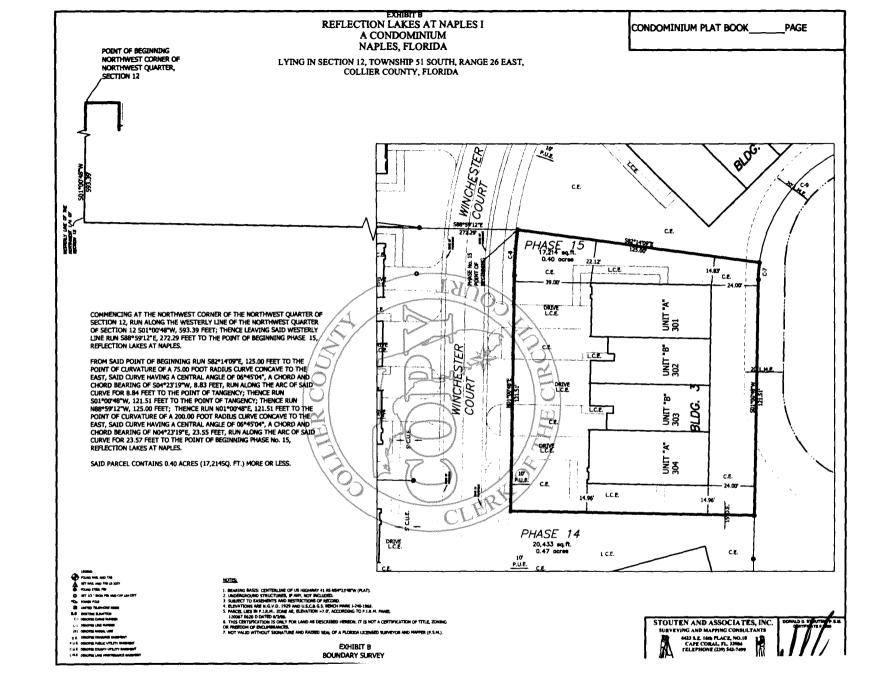


EXHIBIT 8 BOUNDARY SURVEY







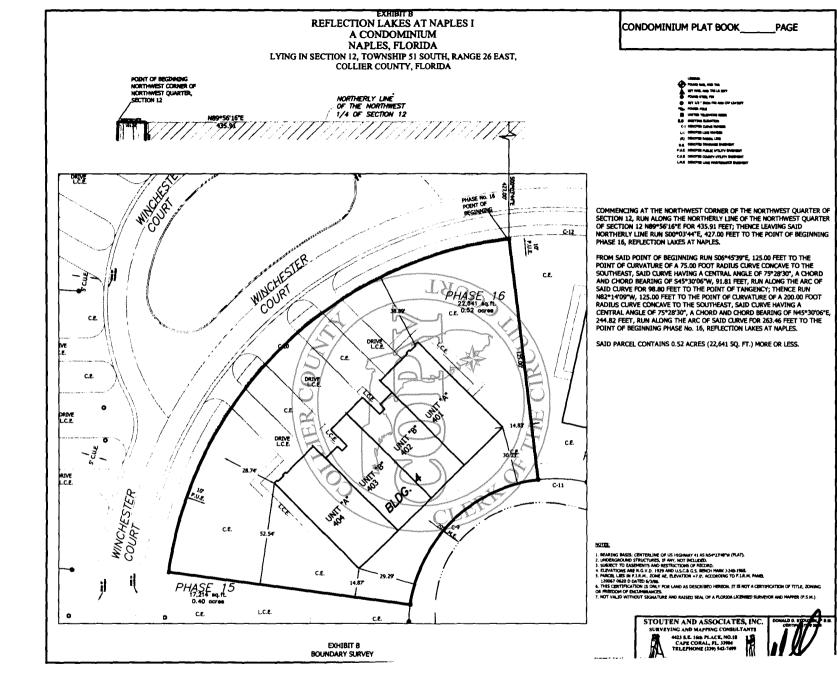


EXHIBIT B **REFLECTION LAKES AT NAPLES I** A CONDOMINIUM NAPLES, FLORIDA LYING IN SECTION 12, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK PAGE

SCALE 1"=20"

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, RUN ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 N89°56'16"E FOR 435.91 FEET; THENCE LEAVING SAID NORTHERLY LINE RUN 500°03'44"E, 427.00 FEET TO THE POINT OF BEGINNING PHASE 17, REFLECTION LAKES AT NAPLES.

FROM SAID POINT OF BEGINNING RUN ALONG THE ARC OF A 200.00 FOOT FROM SAID POINT OF BEGINNING RUN ALONG THE ARC OF A 200.00 POOT RADIUS CURVE CHAYING A CENTRAL ANGLE OF 19°13°20°, A CHORD AND CHORD BEARING OF 58°706°50°C, 66.78 FEET, RUN ALONG THE ARC OF SAID CURVE FOR 67.10 FEET TO THE POINT OF TANGENCY; THENCE RUN 577°32'18°C, 99.37 FEET; THENCE S12°22°42°W, 125.00 FEET; THENCE RUN 577°32'18°W, 99.37 FEET; THENCE S12°22°42°W, OF A 75.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A CENTRAL ANGLE OF 19°13"20", A CHORD AND CHORD BEARING OF N87°08"59"W, 25.04, RUN ALONG THE ARC OF SAID CURVE FOR 25.16 FEET TO THE POINT OF TANGENCY; THENCE RUN NO6°45'39"W, 125.00 FEET TO THE POINT OF BEGINNING PHASE No. 17, REPLECTION LAKES AT NAPLES.

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

NOTES:

1. BEARING BASIS: CENTERLINE OF US HIGHWAY 41 AS 195**23**FOW (PART).
2. UNDERGOUND STRUCTURES, PF MIY, NOT INCLUDED.
3. SWIRECT TO SAMPENTS AND RESTRICTIONS OF RECORD
4. SURVATTOR SAME IN GV.D. 1959 AND U.S.C.B. GS. BROCH MAY F-240-1945.
4. ELEVATIONS ARE IN GV.D. 1959 AND U.S.C.B. GS. BROCH MAY F-240-1945.
4. ELEVATIONS ARE IN GV.D. 1959 AND U.S.C.B. GS. BROCH MAY F-240-1945.
4. ELEVATIONS ARE IN GV.D. 1959 AND U.S.C.B. GS. BROCH MAY F-240-1945.
4. FARCE U.S. BY I.S. LIRIX. ZOR ARE (AREATON IN 797, ACODEDING TO P.I.E.N. PAME,
1.100017 042) D. DATED GV.PM.
4. FARS CERTIFICATION BY DONE FOR U.MO S. DESCURBED MEMBERS. IT IS NOT A CERTIFICATION OF TITLE, ZURING
5. FARS CERTIFICATION BY DONE FOR U.MO S. DESCURBED MEMBERS. IT IS NOT A CERTIFICATION OF TITLE, ZURING

OR PREEDON OF ENCLMERANCES.

7. NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF A PLORIDA LICIDISED SURVEYOR AND MAPPER (F.S.H.).

STOUTEN AND ASSOCIATES, INC. SURVEYING AND MAPPING CONSULTANTS 4423 S.E. 16th PLACE, NO.18 CAPE CORAL, PL. 33984 TELEPHONE (239) 542-7499



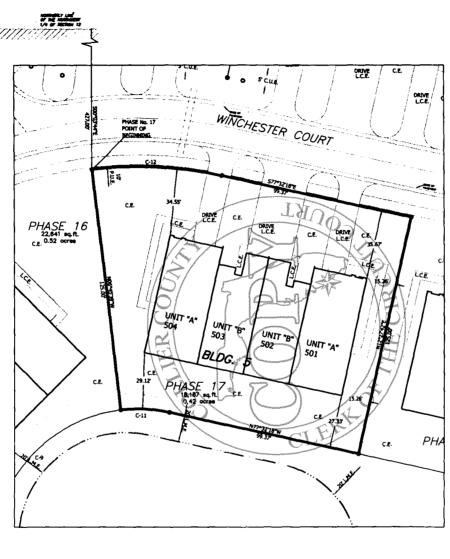


EXHIBIT B BOUNDARY SURVEY

