

Instrument prepared by and return to:
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(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected President of Vistas Condominium Association, Inc., a Florida corporation not for profit, does hereby certify that the members approved the amendments to the governing documents attached hereto as Exhibit "A" at the duly noticed Special Members' Meeting held on June 22, 2021, at which a quorum was present. The original Declaration of Condominium for Vistas, a Condominium was recorded in O.R. Book 1525, Page 1537, and the previous Amended and Restated Declaration of Condominium was recorded in O.R. Book 2252, Page 2097, both of the Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and the seal of the corporation.

Witnesses:

VISTAS CONDOMINIUM ASSOCIATION, INC.

(SEAL)

Rachelle West
Witness

Print Name: Rachelle West

W Cole Osborne
Witness

Print Name: W Cole Osborne

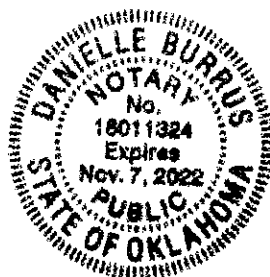
By: Patricia Mellow

Its: President

STATE OF Oklahoma
COUNTY OF Oklahoma

The foregoing instrument was acknowledged before me this 24th day of June, 2021, by ☒ physical presence or ☐ online notarization, by Patricia Mellow, as President of Vistas Condominium Association, Inc., the corporation described in the foregoing instrument, who is ☒ personally known to me or who has ☐ produced _____ as identification.

(SEAL)



Danielle Burrus
Notary Public, State of ~~Florida~~ Oklahoma
Danielle Burrus
Printed Name of Notary Public
My Commission Expires: Nov. 7, 2022

EXHIBIT A

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF

VISTAS, A CONDOMINIUM

NOT A
CERTIFIED
COPY

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103, Naples, FL 34108

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
VISTAS, A CONDOMINIUM

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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION OF CONDOMINIUM. FOR PRESENT TEXT SEE EXISTING DECLARATION OF CONDOMINIUM

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
VISTAS, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the original Declaration of Condominium for Vistas, a Condominium was recorded in Official Records Book 1525, Page 1537, of the Public Records of Collier County, Florida ("Original Declaration"). The Amended and Restated Declaration of Condominium for Vistas, a Condominium was recorded in Official Records Book 2252, Page 2097, of the Public Records of Collier County, Florida. The Amended and Restated Declaration of Condominium, as it has previously been amended, is hereby further amended in part and restated in its entirety. The "Condominium" is the real property and improvements submitted to condominium ownership pursuant to the Original Declaration, as amended.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: This Amended and Restated Declaration of Condominium is made by Vistas Condominium Association, Inc., a Florida corporation not for profit. The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the "Condominium Act" (as defined below). No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Unit Owners of Condominium Parcels. The acquisition of title to a Unit or any other interest in the Condominium Property, or the lease, occupancy, or use of any portion of a Unit or the Condominium Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

2. NAME AND ADDRESS: The name of the Condominium is Vistas, a Condominium, and its street address is 4651 Gulf Shore Blvd. N., Naples, FL 34103.

3. DESCRIPTION OF CONDOMINIUM PROPERTY: The land submitted to the condominium form of ownership is described in Exhibit "A" to the Original Declaration, as amended (the "Land"). The Land is incorporated into this Declaration by reference.

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

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

4.2 "Association" means Vistas Condominium Association, Inc., a Florida corporation not for profit, the legal entity responsible for the operation of the Condominium.

4.3 "Association Property" means all property, real or personal, which is owned or leased by or is dedicated by a recorded plat to, the Association for the use and benefit of the Unit Owners.

4.4 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs, and is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration."

4.5 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents, or profits, collected by the Association which exceeds Common Expenses.

4.5.1 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Section 718.115 of the Condominium Act.

4.5.2 "Condominium Documents" means and includes this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations, and Exhibits "A" and "B" to this Declaration (legal description, survey and floor plans), all as amended from time to time.

4.5.3 "Condominium Property" means the Land and personal property that were 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.

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

(A) One person (as used in the Condominium Documents, the term "person" or "natural person" shall mean a real person as opposed to an artificial entity such as a corporation, partnership or trust).

(B) Two or more persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage, adoption or legal custody to each of the others.

(C) Not more than two natural persons not related by blood, marriage, adoption or legal custody, who reside together as a single housekeeping unit, along with their children, if any.

4.7 "Guest" means any person who is not the Unit Owner or a Lessee or member of the Unit Owner's or Lessee's Family who permanently resides with the Unit Owner or the Lessee, as applicable, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Unit Owner or other legally permitted occupant, without the payment of consideration, or one who visits the Unit Owner without being physically present in or occupying the Unit..

4.8 "Institutional Mortgagee" means the mortgagee (or its assignee) of a first mortgage against a Condominium Parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Condominium Parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.9 "Lease" means the grant by a Unit Owner of a temporary right of use of the Unit Owner's Unit for valuable consideration, including the grant of a license via Airbnb or similar service, a house swap, barter, business "perk" or similar arrangement that involves consideration other than rent. A "Lease" also includes occupancy of a Unit by a Guest (who is not related to the Unit Owner) in the absence of the Unit Owner or his or her spouse. Family members of the Unit Owner shall not be

considered as Lessees for the purposes of this Section 4.9 and Section 13.2 below, and may occupy the Unit with the permission of the Unit Owner without regard to whether the Unit Owner is occupying the Unit. For purposes of this restriction, "Family member" is limited to the parents, children or siblings of the Unit Owner, and their "Family" as defined in Section 4.6 above. "Lessee" means the person(s) to whom the Unit Owner has granted a temporary right of use of the Unit Owner's Unit for valuable consideration or an unrelated Guest as described in the preceding sentence. The term "Tenant" is substituted for "Lessee" in certain instances in the Condominium Documents for the purpose of consistency with the Condominium Act.

4.10 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit it or it is otherwise expressly provided.

4.11 "Occupy" when used in connection with a Unit, means the act of staying overnight in a Unit. "Occupant" is a person who occupies a Unit.

4.12 "Primary Occupant" means a person approved by the Board of Directors for occupancy of a Unit when title to the Unit is held in the name of 2 or more persons who are not spouses, or by a trustee or a corporation, partnership, limited liability company or other entity that is not a person.

4.13 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, subject to any limits set forth in this Declaration.

4.14 "Unit" means and refers to that portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified Units as set forth in the Original Declaration, as amended.

4.15 "Unit Owner" means and refers to the record owner of legal title to a Unit, except that for the purpose of interpreting use and occupancy restrictions related to Units, in cases where a Primary Occupant has been designated for a Unit because of its ownership, the word "Unit Owner" refers to the Primary Occupant and not the record Unit Owner.

4.16 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Unit Owners of each Unit collectively are entitled to one vote in Association matters. There are 131 Units and therefore there are a total of 131 Voting Interests.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Graphic Depiction and Floor Plans. A graphic depiction and floor plans, which show all the Units including their identification numbers, locations and approximate dimensions and other improvements, including the Common Elements and Limited Common Elements, were attached to the Original Declaration as Exhibit "B," as subsequently amended. The graphic depiction and floor plans are incorporated into this Declaration by reference. Each Unit includes that part of the building that lies within the following boundaries:

(A) Upper and Lower Boundaries. The upper and lower boundaries of the Unit are the following boundaries, extended to their intersections with the perimeter boundaries:

- (1) Upper Boundaries. The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries. The horizontal plane of the undecorated finished floor.

(B) Perimeter Boundaries. The perimeter boundaries of the Unit are the vertical planes of the undecorated finished interior of the walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.

Included in the Units are all glass and other transparent material in the walls of the Unit, insect screens and screening in windows and doors, and the materials covering other openings in the exterior of the Units.

(C) Exclusions. Not included in the Units are:

(1) All pipes, ducts, vents, wires, conduits and other facilities, equipment or fixtures running through any interior wall or horizontal or vertical portion of a Unit for the furnishing of utility services, heating, cooling or ventilation of Units, Common Elements or Limited Common Elements.

(2) All spaces and improvements lying beneath the undecorated or unfinished inner surface of all interior columns, bearing walls and bearing partitions.

(3) All spaces and improvements lying beneath the undecorated or unfinished inner surface of the perimeter walls and floors, and above the lowest horizontal plane of the upper structural element of each Unit.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Appurtenances to Each Unit. Each Unit Owner shall have certain rights and own a certain interest in the Condominium Property, including without limitation the following:

(A) Ownership. Ownership of the Unit together with a 1/131 undivided share in the Land and other Common Elements of the Condominium and the Common Surplus.

(B) Membership. Membership and voting rights in the Association is acquired and exercised pursuant to the provisions of the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Association, attached hereto as Exhibits "C" and "D," respectively.

(C) Right to Use Common Elements. The exclusive right to use the Unit and Limited Common Elements reserved for the Unit, and the non-exclusive right to use the Common Elements.

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

(E) Other Appurtenances. Other appurtenances that may be provided in this Declaration and its exhibits and the Condominium Act.

Each Unit and its appurtenances constitutes a "Condominium Parcel."

6.2 Use and Possession. A Unit Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Common Elements in accordance with the purposes for which they are intended, but no use of the Unit or the Common Elements may unreasonably interfere with the rights of

other Unit Owners or other persons having rights to use the Condominium Property. No Unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use, occupancy, alteration, transfer and appearance of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents.

7. **COMMON ELEMENTS: EASEMENTS:**

7.1 **Definition.** The term "Common Elements" means all portions of the Condominium Property not included within the Units, and includes without limitation the following:

- (A) **Land.** The Land.
- (B) **Building.** All portions of the building and other improvements not included within the Units are Common Elements, except for certain portions of the Common Elements which are designated as Limited Common Elements.
- (C) **Easements.** Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to Units and the Common Elements, and an easement of support in every portion of a Unit which contributes to the support of a building.
- (D) **Supply of Services.** The property and installments required for furnishing utilities and other services to more than one Unit or to the Common Elements.
- (E) **Manager's Apartment, Guest Suites.** The dwelling shown in Exhibit "B" as "Manager's Apartment" and "Guest Suite A," "Guest Suite B," "Guest Suite C" and "Guest Suite D" (collectively referred to herein as the "Guest Suites"). The Association's manager, if any, need not live on-site in the Manager's Apartment. The Board of Directors may lease the Manager's Apartment in compliance with the minimum lease term provided in Section 13.2 below (but for no more than 12 months cumulatively during any calendar year), or use the space as a living space for the Association's manager, in the discretion of the Board of Directors. Pursuant to an amendment to the prior Amended and Restated Declaration of Condominium recorded in O.R. Book 5295, Page 86, Public Records of Collier County, Florida (which is incorporated into this Declaration by reference), Exhibit "B" was deemed amended to reflect the alternative uses of the Manager's Apartment. The Guest Suites will be made available to Unit Owners for use by their guests. The Board of Directors has the right to adopt Rules and Regulations that restrict occupancy of the Guest Suites. The Board of Directors has the authority to require security deposits and impose fees in an amount adequate to cover the cost of maintaining the Guest Suites. Should there be any damage to a Guest Suite while the same is occupied by a guest of a Unit Owner, the Unit Owner whose guest causes such damage shall be liable for the damage and the cost of repairing the damage may be enforced as a special charge against the Unit Owner.
- (F) **Other Common Elements.** Any other parts of the Condominium Property designated as Common Elements in the Original Declaration, this Declaration or any recorded exhibit thereto or under the Condominium Act also constitute Common Elements.

7.2 **Easements.** Each of the following easements and easement rights are reserved through the Condominium Property and are covenants running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(A) Utility and other Easements. The Association has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, telecommunications, telephone, water, sewer, electronic security or other utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, and to grant easements or relocate any existing easements in any portion of the Common Elements or Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or for the general health or welfare of the Unit Owners. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association.

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

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective Guests, Lessees, licensees and invitees for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways. None of the easements specified in this paragraph shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(D) Easements Created and Reserved in Original Declaration. The Condominium is also subject to such other easements created and reserved in the Original Declaration in addition to those easements previously recorded in the Public Records of Collier County, Florida or easements created under the Condominium Act.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units. However, the foregoing shall not prevent the Association from pledging, assigning or otherwise encumbering Assessments and other personal property (whether tangible or intangible) owned by the Association as collateral for a loan.

8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain Common Elements have been reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their exclusive use is appurtenant, are as described in this Declaration and Exhibit "B." The following Common Elements have been designated as Limited Common Elements:

(A) Parking Spaces. Certain parking spaces identified in Exhibit "B" are designated as Limited Common Elements and are appurtenant to the Unit to which they were assigned by Vistas of Naples, Ltd., the developer of the Condominium ("Developer") at the time of the original conveyance of the Unit by the Developer. After all Units originally held by the Developer were sold, the Developer conveyed 8 unassigned parking spaces to the Association, which may be leased to Unit Owners, reserved for overflow parking or put to such other uses as determined appropriate by the Board of Directors.

(B) Terraces. As depicted in Exhibit "B," the terrace(s) for a Unit are Limited Common Elements.

(C) Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not.

8.2 Exclusive Use. The exclusive use of a Limited Common Element is an appurtenance to the Unit(s) to which it is designated or assigned. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it, except that use rights to a particular parking space may be transferred between Units or the Association as set forth below:

(A) The Unit Owner(s) desiring to transfer use rights to the Association shall submit a written request to the Board of Directors. If the Board of Directors approves the exchange, the Unit Owner and the Association shall execute a Certificate which shall include the recording data identifying this Declaration, the particular parking space(s) that have been transferred and the Unit involved. The Certificate shall be executed by the Association and the Unit Owner(s) with the formalities required for the execution of a deed. If the transfer of use rights will be solely between Unit Owners, the Unit Owners shall execute a Certificate which shall include the recording data identifying this Declaration, the particular parking space(s) that has/have been transferred and the Units involved. The Certificate shall be executed by the Unit Owner(s) and the Association with the formalities required for the execution of a deed.

(B) The transfer of use rights shall be complete and effective when the Certificate is recorded in the Public Records of Collier County, Florida and a copy of the recorded Certificate has been provided to the Association. The Unit Owners who are parties to the transfer shall provide a copy of the recorded Certificate to the Association within 30 days of its recordation. The costs of preparing and recording the Certificate shall be borne by the Unit Owner(s) desiring the transfer.

Notwithstanding the foregoing, in no event shall an assignment of Limited Common Element parking space(s) result in a Unit having fewer than one assigned Limited Common Element parking space.

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

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

9.2 Bylaws. A copy of the Amended and Restated Bylaws is attached hereto as Exhibit "D."

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property or employ a licensed community association manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of the Condominium Documents, and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its Officers however shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The membership of the Association shall be the record owners of legal title to the Units, as further provided in the Bylaws.

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

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the Units. However, agreements acquiring leaseholds, memberships or other possessory or use interests shall be considered a material alteration or substantial addition to the Association's real property. The preceding language in this Section 9.6 is not subject to Sections 9.7-9.9 or Section 11.6 below.

9.7 Purchase of Units. The Association has the power to acquire a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments or pursuant to Section 14.3(D) below, without need for authorization from the Unit Owners. The Association shall have the authority to mortgage, lease, encumber and convey any such Unit acquired, without need for authorization from the Unit Owners.

9.8 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. With respect to real property other than Units in the Condominium, approval from a majority of the Voting Interests shall be required for the Association to acquire such real property. The acquisition of Units is governed by Section 9.7 above.

9.9 Disposition of Property. Any property, whether real, personal or mixed, may be mortgaged, leased or otherwise encumbered upon approval from the Board of Directors, without need for authorization from the Unit Owners. Except as provided in Section 9.7 above with respect to Units, any real property owned by the Association may be conveyed by the Board of Directors, but only after approval from a majority of the Voting Interests. The Board of Directors shall have the authority to convey personal property without the need for authorization by the Unit Owners. The foregoing shall not be construed to limit the Board of Directors' authority to grant easements, licenses, leases or concessions

involving Association Property, nor its authority to make material alterations or substantial additions to Association Property.

9.10 Roster. The Association shall maintain a current roster of all Unit Owners and their mailing addresses, Unit identifications, and, if known, telephone numbers, based upon information supplied by the Unit Owners. The Association shall also maintain the electronic mailing addresses and facsimile numbers designated by Unit Owners for receiving notice by electronic transmission, but only for those Unit Owners who have consented to receive Association notices by electronic transmission. The electronic mailing addresses and facsimile numbers of a Unit Owner shall be removed from the Association's official records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for the inadvertent disclosure of the electronic mail address or the facsimile number for receiving electronic transmission of notices. In the absence of the Unit Owner's written consent, the roster shall not include any address other than as provided to fulfill the Association's notice requirements, with the exception of the Unit's address.

9.11 Limitation on Liability. Notwithstanding its duty to maintain and repair the Condominium or Association Property, the Association shall not be liable to Unit Owners, their family members, Lessees, Guests and invitees, for injury or damage, other than the cost of maintenance and repair, which is caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

9.12 Access Commons "D" and Commons "W". The Developer conveyed to the Association an undivided 1/5 fee interest in Commons "W" and an undivided 1/4 interest in Access Commons "D," Park Shore Unit No. 5, according to plat recorded in Plat Book 12, Pages 39 and 40, Public Records of Collier County, Florida, subject to the Declaration of Restrictive Covenants, and including membership in Commons "W" Association, Inc., and Access Commons "D" Association, Inc. Said deeds are recorded at Book 1526, Page 179, Public Records of Collier County, Florida, and incorporated in this Declaration by reference. The Restrictive Covenants and the Articles of Incorporation of Commons "W" Association, Inc., are recorded in Official Record Book 777, Page 121, Public Records of Collier County, Florida. The Articles of Incorporation of Access Commons "D" Association, Inc. are recorded in Official Records Book 777, Page 133, Public Records of Collier County, Florida. The Association is specifically empowered and authorized to accept the conveyance of an individual 1/5 fee interest in Commons "W" and an individual 1/4 interest in Access Commons "D" above described and membership in Commons "W" Association, Inc., and Access Commons "D" Association, Inc. Commons "W" and Access Commons "D" will be for the use and benefit of Unit Owners. Commons "W" Association assessments and Access Commons "D" Association assessments are Common Expenses. It is the intent of this paragraph 7.10 to specifically grant the Association the foregoing authority pursuant to Section 718.114 of the Condominium Act.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes "Regular Assessments" for each Unit's share of the Common Expenses as set forth in the annual budget, "Special Assessments" for unusual, unexpected, unbudgeted, or non-recurring Common Expenses. The Association may also levy special charges against any individual Unit for any amounts, other than for Common Expenses, which are properly chargeable as such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in the Bylaws, and as follows:

10.1 Common Expenses. Common Expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Association Property, the expenses of

operating the Association, and any costs of insurance acquired by the Association under the authority of Fla. Statutes Section 718.111(11), including the costs and contingent expenses required to participate in a self-insurance fund authorized and approved pursuant to Fla. Statutes Section 624.462, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units shall be a Common Expense. If the Association contracts for pest control within Units or other bulk services, the cost of such services shall be a Common Expense. If the Association contracts on a bulk basis for communications services as defined in Chapter 202, Florida Statutes, information services or Internet services, the cost of such bulk services is a Common Expense. A contract for communications services as defined in Chapter 202, Florida Statutes, information services or Internet services, must be for at least 2 years.

10.2 Share of Common Expenses. The Unit Owner of each Unit shall be liable for a share of the Common Expenses equal to his or her share of ownership of the Common Elements and the Common Surplus, as set forth in Section 6.1 above.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his or her Unit. No Unit Owner can withdraw or receive distribution of his or her share of the Common Surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The Unit Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Unit Owner. Multiple Unit Owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a Condominium Parcel is transferred for any reason, the new Unit Owner is jointly and severally liable with the previous Unit Owner for all Assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new Unit Owner may have to recover from the previous Unit Owner any amounts paid by the new Unit Owner.

10.5 No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the Assessments are made, or by interruption in the availability of the Unit of the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his or her share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before 10 days after the date due shall not bear interest, but the Association may charge interest at the highest rate allowed by law, calculated from the date due until paid on all sums not timely paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent Assessments. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

10.7 Acceleration. If any Special Assessment or installment of a Regular Assessment as to a Unit becomes more than 30 days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public

records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Unit Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Unit Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Lien. The Association has a lien on each Condominium Parcel securing payment of past due Assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. Except as otherwise provided by Section 718.116 of the Condominium Act, the lien is effective from and shall relate back to the date the Original Declaration was recorded in the Public Records of Collier County, Florida. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records of Collier County, Florida. The Claim of Lien must state the description of the Condominium Parcel, the name of the record Unit Owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments that are due and that may accrue after the Claim of Lien is recorded and through the entry of a final judgment, as well as interest, administrative late fees and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

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

10.11 Certificate as to Assessments. Pursuant to Section 718.116(8) of the Condominium Act, within 10 business days after receiving a written or electronic request by a Unit Owner, or his or her designee, or Unit mortgagee, or his or her designee, the Association shall issue an estoppel certificate (sometimes referred to as an "estoppel letter"). The estoppel certificate must be provided by hand delivery, regular mail or e-mail to the requesting party on the date the estoppel certificate is issued. The estoppel certificate shall be substantially in the form set forth in Section 718.116(8) of the Condominium Act. Notwithstanding any limitation on transfer fees contained in Section 718.112(2)(i) of the Condominium Act, the Association or its authorized agent may charge a reasonable fee for the preparation and delivery of the estoppel certificate. The fee shall not exceed the amount permitted by Section 718.116(8) of the Condominium Act. The authority to charge a fee for the preparation and delivery of an estoppel certificate shall be established by a written resolution adopted by the Board of Directors or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. If the estoppel certificate is requested in conjunction with the sale or mortgage of a Unit but the closing does not occur and no later than 30 days after the closing date for which the estoppel certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the Unit Owner, the fee

shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the Unit Owner, and the Association may collect it from that Unit Owner in the same manner as an Assessment as provided in the Condominium Act. The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Condominium Act to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to a prospective purchaser, lienholder, or the Unit Owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than information required by law to be made available or disclosed, if the fee does not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response. The Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."

10.12 Enforcement Against Tenants. Subject to the procedures and limitations set forth in Section 718.116(11) of the Condominium Act, if a Unit is occupied by a Tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The Tenant must pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant discontinues tenancy in the Unit. The Association may issue notice and sue for eviction as if the Association were a landlord if the Tenant fails to pay a required payment to the Association after written demand has been made to the Tenant. However, the Association is not otherwise considered a landlord.

11. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows (notwithstanding anything to the contrary contained in this Declaration, responsibility for repairs or reconstruction required due to an insurable event is set forth in Section 15):

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner). The cost is a Common Expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each Unit but excluding the main circuit breaker in the electrical room, as set forth in Section 11.2(D) below.
- (B) Rough plumbing.
- (C) All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
- (D) Fire alarm systems and sprinkler systems (but not individual smoke detectors/alarms that are not part of the overall fire alarm or sprinkler system, as set forth in Section 11.2(G) below).
- (F) All exterior building walls.
- (G) All exterior fixed glass wall units (i.e., windows that cannot be opened or shut).

(H) The Association's obligations with respect to Limited Common Element terraces is described in Section 11.3(A) below.

(I) The Association may, but is not obligated to, paint the exterior side of the entry doors to Units when it paints the building's exterior.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, circuit breakers or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit.

All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the incidental damage, and the cost shall be a Common Expense. The Association shall provide the Unit Owner with written notice that the damage has occurred and the cause.

Notwithstanding the Association's maintenance, repair and replacement responsibilities pursuant to this Declaration, if any maintenance, repair or replacement shall be made necessary because of the negligent act or omission of a Unit Owner, his Family, Lessees, Guests, occupants of his or her Unit or invitees, the work shall be done by the Association at the expense of the Unit Owner.

11.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his or her own expense, for all maintenance, repairs, and replacements of his or her own Unit and certain Limited Common Elements. The Unit Owner's responsibilities include, without limitation:

(A) "Hopper windows" and window glass (including the structural components, hardware and framework).

(B) "Hopper window" screens" (including hardware and framework).

(C) The main entrance door to the Unit, including its hardware, framework and locks.

(D) All other doors within or affording access to the Unit, including their hardware, frameworks and locks.

(E) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit and serving only the Unit, including, but not limited to, sinks, toilets, tubs and all related fixtures and installations.

(F) The Unit's circuit breaker panels, including the main circuit breaker panel in the electrical room located outside of the Unit, but serving the Unit and all electrical wiring going into the Unit from the panel.

(G) Appliances, water heaters, smoke detectors/alarms and vent fans.

(H) Air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively, including, but not limited to, compressors, air handlers and freon lines.

(I) Carpeting and other floor coverings.

- (J) Shower pans.
- (K) Other facilities or fixtures which are located partially or entirely within the Unit and serve only the Unit.
- (L) All interior, partition walls which do not form part of the boundary of the Unit.
- (M) Shutters, including hurricane shutters.
- (N) Water supply shut-off valves for the Unit.
- (O) The Unit Owner's responsibilities with respect to the Limited Common Element terraces is set forth in Section 11.3 below.

11.3 Other Unit Owner and Association Responsibilities. The Unit Owner and the Association shall have the following responsibilities:

(A) Terraces. Where a Limited Common Element consists of a terrace, the Unit Owner who has the right of exclusive use of said Limited Common Element shall be responsible for: (a) the day-to-day cleaning and care and painting of the interior surfaces of the walls, floor and ceiling bounding that area (including the exterior wall of the building); (b) the maintenance, repair and replacement of all floor surface materials (e.g., tile); (c) maintenance, repair and replacement of the: (i) fixed and/or sliding glass doors in portions of the entrance way to said area; (ii) any shutters or other form of enclosure (including hurricane shutters); and (iii) the wiring, electrical outlet(s), fixture(s) thereon and light bulbs. The Association is responsible for the maintenance, repair and replacement of: (a) the walls, floor and ceiling of the terrace (including the exterior wall of the building), other than the day-to-day cleaning and care; (b) railings; and (c) screens (including framing and hardware). The Association may, but shall not be obligated to, paint the interior terrace walls and ceilings in connection with painting of the exterior of the building and at such time, the cost thereof shall be a Common Expense.

The language above in this subsection (A) applies to all terraces, regardless of the date that any terrace was enclosed.

The remainder of this subsection (A) shall apply to terrace enclosures that are installed subsequent to the date that this Declaration is recorded in the Public Records. Terrace enclosures that were installed prior to the date that this Declaration is recorded in the Public Records shall be subject to the provisions of the Original Declaration.

In addition to the provisions set forth elsewhere in this Declaration, any Unit Owner intending to enclose his or her terrace shall first obtain written permission from the Board of Directors and comply with the following:

(1) The Unit Owner assumes all responsibility for obtaining all necessary building permits and adherence to any and all codes, laws, ordinance, regulations or other procedures for the installation, construction and maintenance of the terrace to be enclosed and related improvements required by the City of Naples and any other governmental entity. No approval shall be given by the Board of Directors until such time as it has received a written certification from a Florida licensed architect or professional engineer that all installations related to the terrace enclosure meet all applicable codes, laws, ordinance, regulations, and all other relevant safety requirements, including but not limited to those involving hurricane and wind resistance. The Association and its agents are authorized to inspect the enclosure to

determine compliance.

(2) The Unit Owner, and his or her successors and assigns shall indemnify, defend and hold the Association and its directors, officers, committee members, agents, employees and members harmless from any and all claims, actions, matters, costs or expenses whatsoever, including but not limited to attorney's fees and costs, which occur in connection with the terrace alterations, including, but not limited to, maintenance, repair or replacement. The Unit Owner, and his or her successors and assigns agree to promptly repair any damage caused by the terrace alterations and to hold the Association and its directors, officers, committee members, agents, employees and members harmless from any liability arising as a result of such damage. Without limitation, the indemnification obligations pursuant to this paragraph (2) include leaks or other water intrusion related to the terrace alterations. The Association shall not be responsible for any damage to the terrace alterations resulting from the Association's maintenance of the Common Elements, unless caused by its negligence.

(3) The Unit Owner is responsible for all costs and expenses incurred in the installation, maintenance, repair or replacement of the terrace enclosure, including responsibility for increases in insurance premiums, if any. The Unit Owner shall be responsible for insuring the terrace alterations and providing a current certificate of insurance to the Association and providing for repair after its casualty.

(4) The Unit Owner shall be financially responsible for the insurance, maintenance, repair and replacement of the terrace enclosure, as well as the cost of repairing any damage to the Limited Common Elements and/or Common Elements resulting from same. The Unit Owner shall also be financially responsible for any incremental cost of an Association maintenance, repair or replacement project caused by the presence of the terrace alteration.

(B) Interior Decorating. Each Unit Owner is responsible for all decorating inside his or her own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(C) Flooring. All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting and padding. However, a Unit Owner who desires to install in place of carpeting any hard-surface floor covering (including tile or wood) shall also install a sound absorbent underlayment of such kind and quality determined by the Board of Directors from time to time as to substantially reduce the transmission of noise to adjacent Units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board of Directors may, in addition to exercising all other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. No carpeting of any kind may be installed on or affixed to a concrete surface exposed to the elements.

(D) Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be white or off-white.

(E) Modifications and Alterations. If a Unit Owner makes any modifications, alterations, installations or additions to his or her Unit, Limited Common Element or the Common Elements, the Unit Owner and his or her successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations, alterations or additions, as well as the cost of repairing any damage to the Limited Common Elements and/or Common Elements resulting from same. The Board of Directors may not refuse the request of a Unit Owner for a reasonable accommodation for

the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

(F) Use of Licensed and Insured Contractors and Vendors; Construction Lien Law. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit, Limited Common Element or Common Elements, whether with or without Association approval, such Unit Owner shall be deemed to have warranted to the Association and its Members that his or her contractor(s) are properly licensed and fully insured (to the extent required by law) and that the Unit Owner will be financially responsible for any resulting damage to persons or property. Unit Owners shall ensure that their contractors are insured, bonded and registered with the Association prior to entering the Condominium Property. The Unit Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its Members from any construction liens which may attach to Limited Common Elements and/or Common Elements and which are attributable to work performed by or for the benefit of the Unit Owner.

(G) Requirements for Air Handlers. All air handlers, currently existing and future replacements, must be placed inside an overflow pan with a condensate overflow shutoff switch. All connections and hoses connected to the building's air conditioning water supply must have a minimum rating of 250 PSI. All replacement of air handlers must include all new hoses, with a minimum rating of 250 PSI and all new hose fittings. The failure to comply with the preceding requirements creates a rebuttable presumption that the Unit Owner was negligent should the above component fail and cause damage to the Unit, other Units and the Common Elements, or should such damage occur due to unreported incidents arising from any source. The Board of Directors may adopt Rules and Regulations varying the minimum PSI rating for installations occurring subsequent to the date this Declaration is recorded in the Public Records of Collier County, Florida. The Association may enforce the requirements in this Section 11.3(G) and any applicable Rules and Regulations through any means set forth in the Condominium Documents, including, without limitation, the remedies provided in Section 11.7 below.

(H) Requirements for Water Heaters. All water heaters must be installed within an overflow pan. The failure to comply with those requirements creates a rebuttable presumption that the Unit Owner was negligent should the above component fail and cause damage to the Unit, other Units and the Common Elements, or should such damage occur due to unreported incidents arising from any source. The Association may enforce this requirement through any means set forth in the Condominium Documents, including, without limitation, the remedies provided in Section 11.7 below.

11.4 Bulk Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for water heaters within Units air-conditioning compressors and/or air handlers serving individual Units, pest control, or appliances, the Association may enter into such contracts upon approval of the Board of Directors. The expenses of such contractual undertakings to the Association shall be Common Expenses. The expense of such contracts shall be a Common Expense. All maintenance, repair and replacement not covered by the contracts shall be the responsibility of the Unit Owner.

11.5 Alterations by Unit Owners. No Unit Owner shall make or permit the making of any structural or material alterations or substantial additions to his or her Unit, the Common Elements (including the placement of objects in the Common Elements), Limited Common Elements (including terraces) or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. The Board of Directors may take into

account uniformity of appearance, compatibility with architecture in the Condominium and the Park Shore area, the quality of the proposed alteration, objections of neighboring residents and such other criteria as the Board of Directors may reasonably adopt in reaching its decision. No Unit Owner shall alter the landscaping of the Common Elements without prior written approval from the Board of Directors. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to prior approval by the Board of Directors and subject to the Condominium Documents. Hurricane shutters installation is subject to Section 11.11 below. The Board of Directors shall have the ability to impose Rules and Regulations on construction performed by Unit Owners and their contractors and may condition approval on criteria that the Board of Directors deems reasonable, including but not limited to: (a) use of licensed, bonded and insured contractors; (b) oversight by the Association or its agent; (c) submitting plans as set forth in Section 11.12 below; (d) restrictions as to hours and permissible time periods during the year in which certain types of work may be performed; (e) imposition of time limits in which work must be completed; (f) restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction; and (g) restrictions regarding storage of materials and supplies necessary for the construction to be performed.

11.6 Material Alterations and Substantial Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall not make material alterations or substantial additions to the Common Elements or the real property owned by the Association costing more than 5% of the Association's annual budget (including reserves) in any fiscal year, without approval from at least 2/3 of the Voting Interests present (in person or by proxy) and voting at any annual or special Members' meeting at which a quorum has been established. The Members may approve material alterations and substantial additions pursuant to a ratification vote if prior approval has not been secured. A material alteration or substantial addition is a significant change in the function, use or appearance of the Common Elements or the real property owned by the Association. Prior membership approval is not required, regardless of the cost or whether the work constitutes a material alteration or substantial addition to the Common Elements or Association Property, if the work is: reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property, or any part thereof; reasonably necessary to comply with any local, state or federal law or regulation; or intended for the security and safety of the Unit Owners. The Board of Directors may, without any requirement for approval of the Unit Owners, install upon or within the Common Elements or Association Property, solar collectors or other energy-efficient devices based on renewable resources for the benefit of the Unit Owners.

11.7 Enforcement of Maintenance. If after reasonable notice the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required in this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including, but not limited to, entering the Unit, with or without notice to or consent of the Lessee or Unit Owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents or which has a material adverse effect on the appearance of the Condominium. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any, which expenses shall be secured by a lien against the Unit and may be foreclosed in the same manner as Common Expenses.

11.8 Negligence; Damage Caused by Condition in Unit. The Unit Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or

personal property made necessary by his or her wrongful act or negligence, or by that of any member of his or her Family, Guests, employees, agents, or Lessees. Each Unit Owner has a duty to maintain his or her Unit, any Limited Common Element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Unit Owners and residents, including complying with the provisions of the Condominium Documents. If any condition, defect or malfunction, resulting from the Unit Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Unit Owner of the offending Unit shall be liable for the damage.

11.9 Association's Access to Units. Pursuant to Section 718.111(5)(a) of the Condominium Act, the Association has an irrevocable right of access to each Unit and Limited Common Elements 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, Limited Common Elements or to a Unit. The Association may enter an "abandoned" (as such term is defined in Section 718.111(5)(b) of the Condominium Act) Unit to inspect the Unit and adjoining Common Elements; make repairs to the Unit or to the Common Elements serving the Unit, as needed; repair the Unit if mold or deterioration is present; turn on utilities for the Unit; or otherwise maintain, preserve, or protect the Unit and adjoining Common Elements. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as fire alarms and sprinkler systems as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Unit Owner shall provide a key to the Unit to the Association. No Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides the Association with a key. If the Unit Owner does not provide the Association with a key to the Unit, the Unit Owner shall pay all costs the Association incurs in gaining entrance to the Unit. The Unit Owner shall also be liable for all damage done to his Unit in gaining entrance thereto and damage resulting from the delay in gaining entrance caused by the unavailability of the key. Any expense incurred by the Association pursuant to Section 718.111(5)(b) of the Condominium Act is chargeable to the Unit Owner and enforceable as an Assessment pursuant to Section 718.116 of the Condominium Act, and the Association may use its lien authority provided by Section 718.116 of the Condominium Act to enforce collection of the expense. The Association may petition a court of competent jurisdiction to appoint a receiver to lease out an abandoned Unit for the benefit of the Association to offset against the rental income the Association's costs and expenses of maintaining, preserving, and protecting the Unit and the adjoining Common Elements, including the costs of the receivership and all unpaid Assessments, interest, late fees, costs, and reasonable attorneys' fees.

11.10 Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses.

11.11 Hurricane Shutters. The installation of hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection by a Unit Owner shall be subject to regulation by the Board of Directors in accordance with its specifications. The Board of Directors shall not refuse to approve the installation or replacement of hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection by a Unit Owner if the installation or replacement conforms to the specifications adopted by the Board of Directors and the applicable building code. The Board of Directors' specifications shall also regulate style and may include other factors deemed relevant by the Board of Directors. The installation, replacement, operation, repair

and maintenance of hurricane shutters and other types of code-compliant hurricane protection shall not be deemed a material alteration to the Common Elements.

The Board of Directors may, subject to Section 718.3026 of the Condominium Act and the approval of a majority of the Voting Interests, install hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection that comply with or exceed the applicable building code. If hurricane protection or laminated glass or window film architecturally designed to function as hurricane protection that complies with or exceeds the current applicable building code has been previously installed, the Board of Directors may not install hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection except upon approval by a majority vote of the Voting Interests. If a majority of the Voting Interests have authorized the installation as set forth in this Section 11.11, the maintenance, repair, and replacement of such items shall be the responsibility of the Unit Owner. In addition, the hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection that are installed by a Unit Owner shall be the maintenance, repair and replacement responsibility of that Unit Owner. Hurricane shutters and other types of code-compliant hurricane protection shall be maintained in good repair and working order.

The Board of Directors may operate shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection installed pursuant to this Section 11.11 without permission of the unit owners only if such operation is necessary to preserve and protect the Condominium Property and Association Property. The installation, replacement, operation, repair, and maintenance of such shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection in accordance with the procedures set forth in this paragraph are not a material alteration to the Common Elements or Association Property within the meaning of Section 11.6.

11.12 Board of Directors Approval of Alterations or Construction. In all cases in which the Board of Directors must approve construction in or alterations to a Unit, Limited Common Elements or the Common Elements requested by a Unit Owner, the Unit Owner shall provide the Board of Directors with not less than 30 days written notice of the Unit Owner's intention, together with plans and specifications indicating the proposed construction. The Board of Directors shall indicate its approval or disapproval of the proposed construction in writing within 30 days of receipt of the notice and all required plans and specifications. The Board of Directors reserves the right to consult with a licensed Florida architect or professional engineer and to pass such costs on to the Unit Owner and to require that any plans and specifications be prepared by a licensed Florida architect or engineer. The Board of Directors may extend the time in which it must render its decision by an additional 30 days in the event it determines a licensed Florida architect's or professional engineer's review is necessary.

12. USE RESTRICTIONS: The Condominium is intended to be a first-class residential Condominium and shall be operated, used and maintained accordingly. The use of the Condominium Property shall be in accordance with the following provisions:

12.1 Units. Each Unit shall be occupied by only one Family, its servants and Guests, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. This restriction shall not be construed to prohibit any Unit Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his or her Unit, or from handling his or her personal, business or professional telephone calls or written correspondence in and from his or her Unit, or from handling his personal, business or professional matters through the use of computers, smartphones or other electronic devices. Such uses are expressly declared customarily incidental to residential use. The use of a Unit as a public lodging establishment shall be deemed a

business or commercial use.

Guest occupancy is restricted in the Condominium Documents, including in Sections 13.2-13.4 below and the Rules and Regulations.

12.2 Minors. All persons under 18 years of age shall be supervised as appropriate by an adult to insure that they do not become a source of unreasonable annoyance to other residents. The Board of Directors shall have the authority to reasonably require that the Unit Owner, Lessee, Guest or other adult who is responsible for a particular minor removes him or her from any part of the Common Elements if the minor's conduct is such that the Board of Directors believes such action is necessary.

12.3 Pets. A Unit Owner (but not Lessees or Guests) may keep not more than one cat or one small dog (not to exceed 17" in height measured at the shoulder or 25 pounds in weight), provided that all pets must be kept on a leash or in an appropriate container when outside of a Unit. No pet may be raised for commercial purposes or bred in the Condominium Property. No pet may be left unattended on a terrace. The ability to keep a pet is a privilege, not a right. In the event that any pet constitutes a nuisance in the opinion of the Board of Directors, the owner of the pet, when so notified in writing, shall be required to immediately remove the pet from the Condominium Property.

12.4 Nuisances. No Unit Owner shall use or permit his or her Unit, Limited Common Elements or Common Elements to be used in any manner which constitutes or causes an unreasonable amount of annoyance, disturbance or nuisance to others, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. No person shall interfere with the Association's Directors, officers, committee members, property manager, property management company, employees, agents, vendors and contractors in the performance of their obligations pursuant to the Governing Documents, contracts, statutes and ordinances, as applicable. The use of each Unit shall be consistent with laws, ordinances and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. Nothing may be stored, maintained or permitted on the Condominium Property which is not permitted by Federal, State, County laws, ordinances or the Condominium Documents.

12.5 Signs. No signs, advertisements or notices of any type shall be placed in the Common Elements or the Limited Common Elements. However, the Board of Directors may vary these prohibitions, including, but not limited to, variances necessary to comply with local, Florida or Federal law.

12.6 Use of Common Elements. Common hallways, stairways and other Common Elements shall not be obstructed, littered, defaced or misused in any manner. Terraces, walkways and stairways shall be used only for the purposes intended, and they shall not be used for: (a) hanging, drying or cleaning clothing, rugs or other household items where visible from the ground; (b) outdoor cooking with other than electric grills; or (c); storage of bicycles or other personal property.

12.7 Antennas, Satellite Dishes and Flags. Unit Owners may not install antennas or satellite dishes, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the Limited Common Element terrace. The Board of Directors may require that a Reception

Device be painted in order to blend into the appearance of the rest of the building. The installation and display of flagpoles and flags shall be subject to regulation by the Board of Directors, but no Unit Owner shall be prevented from displaying a portable, removable United States flag in a respectful manner or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, be prevented from displaying in a respectful manner a portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'.

12.8 Recreational Drones Prohibited. Recreational drones are prohibited. The Association and its vendors may use commercial drones (e.g., for inspections of the Condominium and Association Property).

12.9 Electric Vehicle Charging Stations. Pursuant to Section 718.113(8) of the Condominium Act, the installation of an electric vehicle charging station shall be governed as follows:

(A) The Board of Directors may not prohibit a Unit Owner from installing an electric vehicle charging station for an electric vehicle, as defined in Section 320.01, Florida Statutes, within the boundaries of his or her Limited Common Element parking space or garage. However, the installation shall be subject to the remainder of this Section 12.15 and Section 718.113(8) of the Condominium Act, as amended from time to time.

(B) The installation may not cause irreparable harm to the Condominium Property.

(C) The electricity for the electric vehicle charging station must be separately metered and payable by the Unit Owner installing such charging station.

(D) The Unit Owner who installs an electric vehicle charging station is responsible for the costs of installation, operation, maintenance and repair, including, but not limited to, hazard and liability insurance. The Association may enforce payment of such costs pursuant to Section 718.116 of the Condominium Act.

(E) If the Unit Owner or his or her successor decides there is no longer a need for the electronic vehicle charging station, such person is responsible for the cost of removal of the electronic vehicle charging station. The Association may enforce payment of such costs pursuant to Section 718.116 of the Condominium Act.

(F) The Association may require the Unit Owner to:

(1) Comply with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons and property.

(2) Comply with reasonable architectural standards adopted by the Association that govern the dimensions, placement, or external appearance of the electric vehicle charging station, provided that such standards may not prohibit the installation of such charging station or substantially increase the cost thereof.

(3) Engage the services of a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station.

(4) Provide a certificate of insurance naming the Association as an additional insured on

the Unit Owner's insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station within 14 days after receiving the Association's approval to install such charging station.

(5) Reimburse the Association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within 14 days after receiving the Association's insurance premium invoice.

(G) The Association provides an implied easement across the Common Elements to the Unit Owner for purposes of the installation of the electric vehicle charging station and the furnishing of electrical power, including any necessary equipment, to such charging station, subject to the requirements of this Section 12.15.

13. LEASING OF UNITS: In order to promote the maintenance of the highest standards for a stable first class residential community and eliminate transient or short-term occupancy, the leasing of Units by their Unit Owners shall be restricted as provided in this section. All leases of Units must be in writing. A Unit Owner may lease only his or her entire Unit, and then only in accordance with this Section, after receiving the approval of the Association. The Lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership or a limited liability company.

13.1 Procedures.

(A) Notice by the Unit Owner. A Unit Owner intending to lease his or her Unit shall give to the Board of Directors or its designee written notice of such intention at least 30 days prior to the first day of occupancy under the lease, together with the name and address of the proposed Lessee(s), a fully executed copy of the proposed lease, and such other information as the Board of Directors may reasonably require. The Board of Directors may require a personal interview with any Lessee and his or her spouse or cohabitant, if any, as a pre-condition to approval. The Lessee(s) must sign for having received copies of the Condominium Documents.

(B) Board of Directors Action. After the required notice and all information or interviews requested have been provided, the Board of Directors shall have 20 days in which to approve or disapprove the proposed lease. If the Board of Directors neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board of Directors shall issue a written letter of approval to the Lessee(s).

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the entire Board of Directors so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following (to the extent reasonably relevant to the application):

(1) The Unit Owner is delinquent in the payment of Assessments at the time the application is considered;

(2) The Unit Owner has a history of leasing his or her Unit without obtaining approval, or leasing to troublesome Lessees and/or refusing to control or accept responsibility for the occupancy of his or her Unit;

(3) The application on its face indicates that the prospective Lessee(s) intend(s) to conduct himself or herself in a manner inconsistent with the Condominium Documents;

(4) The prospective Lessee(s) has/have been convicted of a felony involving: (a) violence to persons or property; (b) the sale or possession of a controlled substance; or (c) demonstrating dishonesty or moral turpitude, including, without limitation, an offense resulting in the prospective Lessee(s) having to register under Florida law as a sexual offender or sexual predator. Provided, that the Board must take into account all circumstances related to such conviction, including when it occurred and how the applicant has conducted himself or herself since such conviction;

(5) The prospective Lessee(s) has/have a history of conduct which evidences disregard for the rights and property of others;

(6) The prospective Lessee(s), during previous occupancy, has/have evidenced an attitude of disregard for the Condominium Documents;

(7) The prospective Lessee(s) give(s) false or incomplete information to the Board of Directors as part of the application procedure, or the required transfer fees and/or security deposit are not paid;

(8) The Unit Owner fails to give proper notice of his or her intention to lease the Unit to the Board of Directors;

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board of Directors at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board of Directors, be treated as a nullity, and the Board of Directors shall have the power to evict the Lessee(s) and his or her family members, occupants, invitees and Guests without securing consent to such eviction from the Unit Owner.

(E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board of Directors may provide from time to time. The legal responsibility for paying Assessments may not be delegated to the Lessee(s).

(F) Delegation of Approval Authority. To facilitate approval of leases proposed during times when many of the Directors are not in residence, the Board of Directors may delegate approval (but not disapproval) authority to a committee or an individual designee.

13.2 Term of Lease and Frequency of Leasing; Guest Occupancy. No Unit may be leased for a term of less than 90 days. No lease may be for a period of more than one year and no option for the Lessee(s) to extend or renew the lease for any additional period shall be permitted unless approved by the Board of Directors. No Unit may be leased more than 2 times per year. The first day of the lease term shall determine in which year the lease occurs. No subleasing or assignment of lease rights by the Lessee(s) is allowed. As set forth in Section 4.9 above, leasing of a Unit includes the grant of a license via Airbnb or similar service, a house swap, barter, business "perk" or similar arrangement that involves consideration other than rent. Leasing also includes occupancy of a Unit by a Guest (who is not related to the Unit Owner) in the absence of the Unit Owner or his or her spouse. Family members of the Unit Owner shall not be considered as Lessees for the purposes of this restriction, and may occupy the Unit with the permission of the Unit Owner without regard to whether the Unit Owner is occupying the Unit. For purposes of this restriction, "Family member" is limited to the parents, children or siblings of the Unit Owner, and their "Family" as defined in Section 4.6 above. When a Unit is to be occupied by a family member, while the unit Owner is not occupying the Unit, the Unit Owner shall, at least 10 days prior to the arrival of the family member, notify the Association's manager of such fact and provide the name of all persons will be permitted to occupy the Unit as family members.

13.3 Occupancy During Lease Term. When a Unit has been leased, the Unit may be occupied only by the Lessee(s) and his/her/their Family and Guests, subject to a maximum Unit occupancy of 2 adults per bedroom. Guests may not occupy leased Units in the absence of a Lessee.

13.4 Occupancy in Absence of Lessee. If a Lessee is absent from the Unit for any period of time during the lease term, the other Lessee, if any and Family authorized to occupy the Unit pursuant Section 13.3 above who are already in residence may continue to occupy the Unit and may have Guests as permitted by the Condominium Documents. If the Lessee(s) and all of the Family members mentioned in the preceding sentence are absent, no other person may occupy the Unit.

13.5 Use of Common Elements and Association Property. A Unit Owner whose Unit is leased may not use the Common Elements, Limited Common Elements or Association Property (including recreational facilities and Guest Suites) during the lease term, except to temporarily park to access the Unit as a landlord pursuant to Part II Chapter 83, Florida Statutes (Landlord Tenant Act). This limitation is notwithstanding any purported waiver by the Lessee(s) of his/her/their use rights as permitted by the Condominium Act, due to the burden on Association administration and parking limitations.

13.6 Regulation by Association. All of the provisions of the Condominium Documents shall be applicable and enforceable against any person occupying a Unit to the same extent as against the Unit Owner. A covenant on the part of each occupant to abide by the Condominium Documents, designating the Association as the Unit Owner's agent with the authority to terminate any lease agreement and evict the Lessees in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.7 Fees and Deposits for the Lease of Units. Whenever herein the Board of Directors' approval is required to allow the lease of a Unit, the Association may charge the Unit Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same Lessee. The Association may also require any security deposits that are authorized by the Condominium Act as amended from time to time which security deposit shall cover damage to the Common Elements or Association Property. Handling of the security deposit and claims against the security deposit shall be in accordance with Part II Chapter 83, Florida Statutes (Landlord Tenant Act).

13.8 Unapproved Leases. Any lease of a Unit not approved pursuant to this Section 13 shall be void and unenforceable unless subsequently approved by the Board of Directors and shall constitute a valid basis for an eviction action.

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

14.1 Forms of Ownership:

(A) One Owner. A Unit may be owned by one natural person who has qualified and been approved as provided in this Section 14.

(B) Co-Ownership. Co-ownership of Units is permitted. If the co-Unit Owners are to be

other than spouses, the Board of Directors shall condition its approval upon the designation by the proposed new Unit Owners of one natural person as the "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Unit Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer to ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 24 month period.

(C) Ownership by Corporations, Partnerships or Trustees. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided in this Section 14. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation by the Unit Owner of not more than one natural person to be the "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Unit Owner. Any subsequent change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 24 month period.

(D) Designation of Primary Occupant. If any Unit Owner fails to designate a Primary Occupant when required to do so, the Board of Directors may make the initial designation for the Unit Owner, and shall notify the Unit Owner in writing of its action. Any existing Unit Owners who own a Unit as of the date this Declaration is recorded in the Public Records of Collier County, Florida, who have not designated a Primary Occupant when required to do so, are required to designate a Primary Occupant, within 30 days of such recordation.

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

14.2 Transfers.

(A) Sale or Gift. No Unit Owner may transfer a Unit or any ownership interest in a Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors, which shall not be unreasonably denied.

(B) Devise or Inheritance. If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below, using the same criteria as for transfers.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.

(D) Delegation of Power. To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to

the Association's manager or an ad hoc committee, which shall consist of at least 3 Unit Owners, or to the President, Vice President, Secretary or Treasurer, any of whom may be deemed a Vice President for purposes of executing a Certificate of Approval. The Board of Directors may not delegate its disapproval powers.

14.3 Procedures.

(A) Notice to Association.

(1) Sale or Gift. A Unit Owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least 30 days before the intended closing date, together with the name and address of the proposed purchaser(s) or donee(s), a copy of the executed sales contract, if any, and such other information as the Board of Directors may reasonably require. The applicant(s) must sign for having received copies of the Condominium Documents.

(2) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his/their ownership and such other information as the Board of Directors may reasonably require. The transferee(s) shall have no occupancy or use rights until and unless approved by the Board of Directors, but may sell or lease the Unit following the procedures in this Section 14. However, the approval shall not be denied to any devisee or heir who was the prior Unit Owner's lawful spouse at the time of death, or was related to the Unit Owner by blood, adoption, marriage or legal custody). The Board of Directors' right to approve occupancy or use of the Unit shall not permit the Board of Directors to disapprove the transferee's title to the Unit.

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

(B) Board of Directors Action. Within 20 days after receipt of the required notice and all information or interview requested, the Board of Directors shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President, Vice-President, Secretary or Treasurer in recordable form and delivered to the transferee. If the Board of Directors neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board of Directors shall issue a Certificate of Approval to the transferee.

(C) Disapproval With Good Cause. Approval of the Association shall be withheld only for good cause if a majority of the entire Board of Directors so votes. Only may be deemed to constitute good cause for disapproval (to the extent reasonably relevant to the application):

(1) The applicant(s) has/have been convicted of a felony involving: (a) violence to persons or property; (b) the sale or possession of a controlled substance; or (c) demonstrating dishonesty or moral turpitude, including, without limitation, an offense resulting in the applicant(s) having to register under Florida law as a sexual offender or sexual predator. Provided, that the Board must take into account all circumstances related to such conviction, including when it occurred and how the applicant has conducted himself or herself since such conviction;

(2) The applicant(s) has/have a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures or bad debts;

(3) The application on its face gives the Board of Directors reasonable cause to believe that the applicant(s) intend(s) to conduct himself/herself/themselves in a manner inconsistent with the Condominium Documents;

(4) The applicant(s) has/have evidenced an attitude of disregard for the Condominium Documents by his/her/their conduct in the Condominium as a Lessee, Unit Owner or occupant of a Unit;

(5) The applicants has/have a history of disruptive behavior or disregard for the rights or property of others;

(6) The applicant(s) has/have failed to provide the information or fees required to process the application in a timely manner, or provided false information during the application process;

(7) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein;

(D) Disapproval Without Good Cause. The Association's approval shall not be denied unless a majority of the entire Board of Directors so votes. If the Board of Directors disapproves without good cause, then within 30 days after the Board of Directors meeting at which the disapproval took place, the Board of Directors shall deliver in writing to the Unit Owner the name of an approved purchaser (which may be the Association) who will purchase the Unit in cash at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the Unit Owner and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the purchaser and selling Unit Owner, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and Assessments shall be prorated to the day of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place not longer than 60 days after the date of Board of Directors disapproval or 30 days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek all available legal remedies, including an action for specific performance.

(E) If the Board of Directors fails to deliver the name of the approved purchaser within 30 days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board of Directors' former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor shall the Association's approval be required for the subsequent resale or lease of a Unit by such mortgagee of the Unit so acquired.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board of Directors.

14.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board of Directors' approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the Unit Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law.

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

15.1 Insurance Obligations as Between Association and Unit Owners. Every property insurance policy issued to the Association, for the purpose of protecting the Condominium, must provide primary coverage for:

(A) All portions of the Condominium Property and Association Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

(B) All alterations or additions made to the Condominium Property or Association Property pursuant to Section 718.113(2) of the Condominium Act.

(C) The coverage provided to the Association must exclude all personal property within the Unit or Limited Common Elements, and floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Such property and any insurance thereupon is the responsibility of the Unit Owner.

(D) A Unit Owner's policy must conform to the requirements of Section 627.714, Florida Statutes, which provides:

(1) Coverage under a Unit Owner's residential property policy must include at least Two Thousand Dollars (\$2,000.00) in property loss assessment coverage for all Assessments made as a result of the same direct loss to the property, regardless of the number of Assessments, owned by all Members of the Association collectively, if such loss is of the type of loss covered by the Unit Owner's residential property insurance policy, to which a deductible of no more than Two Hundred Fifty Dollars (\$250.00) per direct property loss applies. If a deductible was or will be applied to other property loss sustained by the Unit Owner resulting from the same direct loss to the property, no deductible applies to the loss assessment coverage.

(2) The maximum amount of any Unit Owner's loss assessment coverage that can be assessed for any loss shall be an amount equal to that Unit Owner's loss assessment coverage limit in effect one day before the date of the occurrence. Any changes to the limits of a Unit Owner's coverage for loss assessments made on or after the day before the date of the occurrence are not applicable to such loss.

(3) Regardless of the number of Assessments, an insurer providing loss assessment coverage to a Unit Owner is not required to pay more than an amount equal to that Unit Owner's loss assessment coverage limit as a result of the same direct loss to property.

(4) Every individual Unit Owner's residential property policy must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount

recoverable under any other policy covering the same property.

(E) All reconstruction work after a property loss must be undertaken by the Association except as otherwise authorized herein. A Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Directors. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner shall obtain all required governmental permits and approvals before commencing reconstruction.

(F) A Unit Owner is responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is required to carry property insurance, or for which the Unit Owner is responsible under subsection (H) below, and the cost of any such reconstruction work undertaken by the Association is chargeable to the Unit Owner and enforceable as an Assessment and may be collected in the manner provided for the collection of Assessments pursuant to Section 718.116 of the Condominium Act.

(G) Any portion of the Condominium Property that must be insured by the Association pursuant to Section 15.1(A)-(C) above against property loss which is damaged by an insurable event shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. In the absence of an insurable event, the Association or the Unit Owners shall be responsible for the reconstruction, repair, or replacement, as determined by the maintenance provisions of this Declaration. All property insurance deductibles and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a Common Expense, except that:

(1) A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence or failure to comply with the terms of this Declaration or the Rules and Regulations by a Unit Owner, the members of his or her Family, Occupants, Tenants, Guests, or invitees, without compromise of the subrogation rights of the insurer.

(2) The provisions of (1) above regarding the financial responsibility of a Unit Owner for the costs of repairing or replacing other portions of the Condominium Property also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure.

(3) To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this subsection (G) is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.

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

(H) The Association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former Owner of the Unit or by the Developer if the improvement benefits only the Unit for which it was installed and is not part of the standard improvements installed by the Developer on all Units as part of original construction, whether or not such

improvement is located within the Unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements.

15.2 Association Insurance: Duty and Authority to Obtain. The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association Property, the Common Elements and the Condominium Property which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure. Adequate property insurance shall be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. When determining the adequate amount of property insurance coverage, the Board of Directors may consider deductibles as determined pursuant to Section 718.111 of the Condominium Act. The deductibles must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined Assessment authority at the time the insurance is obtained. The insurance required hereunder shall afford the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

(B) Flood. In an amount equal to the replacement cost of the property to be insured, exclusive of excavation and foundation costs.

(C) General Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

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

(E) Directors, Officers and Committee Members' Liability (Errors and Omissions).

(F) Fidelity Bond/Insurance.

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

- (A) Equipment Breakdown insurance.
- (B) Broad Form Comprehensive General Liability Endorsement.
- (C) Medical Payments.
- (D) Leakage, seepage and wind-driven rain.

- (E) Elevator Liability & Elevator Collision.
- (F) Automobile Insurance.
- (G) Umbrella Coverage.

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

15.5 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit Owners and their respective mortgages in the following shares:

(A) Common Elements. Proceeds on account of damage to Common Elements shall be held in as many individual shares as there are Units, the shares of each Unit Owner being the same as his share in the Common Elements.

(B) Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage covered by insurance within each damaged Unit as a percentage of the total damage covered by insurance within all Units.

(C) Mortgage. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners in the following manner:

(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being paid jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

(B) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, with remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

15.7 Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

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

16.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds received on account of the loss or damage shall be used by the Association to reconstruct and repair those improvements in the Unit(s) that it is required to insure pursuant to the Condominium Act. Any insurance proceeds received by the Unit Owner(s) shall be used to repair and reconstruct those improvements in the Unit(s) with respect to which the Unit Owner(s) is obligated to insure pursuant to the Condominium Act.

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

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

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Unit Owners in proportion to their shares of ownership in the Common Elements for the deficiency. Such Special Assessments need not be approved by the Unit Owners. The proceeds from the Special Assessment shall be added to the funds available for repair and restoration of the property.

16.3 "Very Substantial" Damage. As used in the Declaration, the term "very substantial" damage shall mean loss or damage whereby at least 50% of the total number of Units cannot reasonably be expected to be rendered habitable within 365 days of the casualty. Should such "very substantial" damage occur then:

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

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

(C) A meeting of the Members shall be held not later than 120 days after the Board of Directors has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

(1) If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof such that it is reasonably anticipated that the repairs and reconstruction can be accomplished

without levying a Special Assessment that exceeds 100% of the total annual budget (including reserves) for the Condominium in the fiscal year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless at least 3/4 of the Voting Interests vote for termination, in which case the Condominium shall be terminated.

(2) If upon the advice of legal counsel and engineers, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of Units, or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying Special Assessments exceeding 100% of the total annual budget for the Condominium (including reserves) in the fiscal year in which the casualty occurred, the Condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least a majority of the Voting Interests vote against termination. If the required number of Voting Interests vote against termination, the Board of Directors shall levy such Assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the Special Assessments shall be added to the funds available for repair and reconstruction.

(D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of Special Assessments required, a determination by the Board of Directors shall be conclusive and binding upon all persons.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 15.6(C) above.

16.5 Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the Owner of the uninhabitable Unit may petition a court for equitable relief.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings or according to different plans and specifications approved by the Board of Directors as may appear to them to be reasonably necessary or desirable (e.g., if required due to changes in building codes that apply to any such reconstruction or repairs).

17. CONDEMNATION:

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

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

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and Special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

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

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

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

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

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

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

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

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

(C) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of the continuing Units in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

(D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit

for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessment against Units that will continue as Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Units in the Common Elements after the changes affected by the taking.

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

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

17.8 Amendment of Declaration. Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of Common Expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment must be approved only by a majority of all Directors, and the consent of Unit Owners or mortgagees is not required for any such amendment.

18. TERMINATION: The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

18.1 Destruction. If it is determined in the manner provided in Section 16.3 that the building shall not be reconstructed because of "very substantial" damage, the Condominium will be terminated without agreement.

18.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Owners of Units in the Condominium, and by all record owners of mortgages on Units in the Condominium. If the proposed termination is submitted to a meeting of the Members, the notice of which meeting gives notice of the proposed termination, and if the approval of Owners of at least 80% of the Units, and of the record owners of all mortgages upon Units in the Condominium are obtained not later than 30 days after the date of such meeting, then the approving Unit Owners shall have an option to buy all of the Units of the non-approving Unit Owners during the period ending on the 60th day from the date of such meeting.

Such option shall be upon the following terms. The option shall be exercised by delivery or mailing by certified mail to each of the record Owners of the Units to be purchased of an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Unit Owner and shall agree to purchase all of the Units owned by Unit Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

The purchase price shall be paid in cash. The sale shall be closed within 10 days following the determination of the sale price. If for any reason the purchase of a particular Unit does not close, this shall not affect the validity of the purchase of the other Units.

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its appropriate officers with the formality of a deed, certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Collier County, Florida.

After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Unit Owners' Units prior to the termination.

This Section 18 concerning termination shall not be amended without consent of all Unit Owners and of all owners of mortgages required to approve termination by agreement.

19. ENFORCEMENT:

19.1 Duty to Comply; Right to Sue. Each Unit Owner, his Tenants, Guests and invitees, and the Association is governed by and must comply with the provisions of the Condominium Act and the Condominium Documents, which shall be deemed expressly incorporated into any lease of a Unit. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

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

19.2 Waiver of Rights. The failure of the Association or any Member to enforce a right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant or

condition in the future. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Unit Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws. Actions arising under this Section 19 or the Condominium Act may not be deemed to be actions for specific performance.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of any party described in Section 19.1 above to comply with the requirements of the Condominium Act and/or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the court.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under the law and the Condominium Documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

20. RIGHTS OF MORTGAGEES

20.1 Approvals. Written consent of the Institutional Mortgagee of a Unit shall be required for any amendment to the Declaration which would decrease the Unit's share of ownership of the Common Elements, except as otherwise provided in Sections 17.6(C) and 17.8.

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

20.3 Mortgage Foreclosure. If a first mortgagee acquires title to a Condominium Parcel as a result of foreclosure of its first mortgage, or as the result of a deed given in lieu of foreclosure, the first mortgagee shall be liable for the share of Common Expenses or Assessments attributable to the Condominium Parcel, which came due prior to the first mortgagee's acquisition of title, to the fullest extent provided by the Condominium Act, as the same may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners. No party who acquires title to a Condominium Parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of such ownership.

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

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

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

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

- A. Any 60 day or longer delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any proposed action that requires the consent of a specified percentage of mortgage holders.

Whenever the prior written consent of a mortgagee or lienholder is required in the Condominium Documents, the prior written consent shall not be unreasonably withheld.

20.8 Institutional Mortgagee Priority Over Insurance Proceeds and Condemnation Awards. Notwithstanding any language contained in this Declaration to the contrary, no Unit Owner and no other party shall have priority over any rights of any Institutional Mortgagee pursuant to its Institutional Mortgage in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or takings of Units and/or any portion of the Common Elements and no amendment to this Section 20.8 shall be made without the prior written consent of all Institutional Mortgagees.

20.9 Valid Lien. No breach of any of the covenants, conditions and restrictions contained in this Declaration, nor the enforcement of any lien provisions herein, shall render invalid the lien of an Institutional Mortgagee on any Unit.

21. AMENDMENT OF DECLARATION: Amendments to this Declaration shall be proposed and adopted in the following manner:

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board of Directors signed by at least 25% of the Voting Interests.

21.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given. The text of the proposed amendment shall accompany the notice of meeting or a notice that a vote will occur by written consents in lieu of a meeting. A proposed amendment shall contain the full text of the language with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. In the latter case, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration of Condominium. See Declaration of Condominium, Section ___ for present text."

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by at least 2/3 of the Voting Interests present (in person or by proxy) and voting at any annual or special meeting at which a quorum has been established. This Declaration shall be deemed amended by virtue of

revisions to statutes and regulations which control over conflicting provisions of this Declaration. The Board of Directors shall have the authority to amend this Declaration in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend this Declaration to correct scrivener's errors or omissions, and amend and restate this Declaration in order to consolidate into one document amendments previously adopted by the Members or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda).

21.4 Certificate, Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

21.5 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner of a parcel shares the Common Expenses and owns the Common Surplus, unless all record Owners of the Unit, and any Institutional Mortgagee holding a mortgage on the Unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17.

22. MISCELLANEOUS:

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

22.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Condominium Act, as it exists on the date hereof.

22.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Article of Incorporation or Bylaws, the Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

22.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable or inconsistent with Florida law.

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

22.6 Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

22.7 Headings. The heading used in the Condominium Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.