

Prepared by and Return to:
Leland W. Wilson
Association Legal Services
12600 World Plaza Ln #63
Fort Myers, FL 33907

(Space Above This Line For Recording Data)

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM,
BYLAWS AND ARTICLES OF INCORPORATION
OF CAMILLE GARDENS NO. 3, INC**

WHEREAS, this Amendment is made on 30th day of March, 2021 to the Declaration of Condominium, Bylaws and Articles of Incorporation of CAMILLE GARDENS NO. 3, INC (the "Declarations"). The original Declaration and Bylaws were recorded at Official Records Book 408 Pages 489, *et seq* of the Public Records of Lee County, Florida

WHEREAS, the Amended Declaration of Condominium, Bylaws and Articles of Incorporation are recorded as an exhibit hereto; and

WHEREAS, at a duly called meeting of CAMILLE GARDENS NO. 3, INC., on the 22nd day of February 2021 at which a quorum was present, the members approved the amendments to the Amended Declaration of the Condominium, Bylaws and the Articles of Incorporation hereinafter set forth.

NOW, THEREFORE, the undersigned hereby certify that the following Amended Declaration of Condominium, Bylaws and the Articles of Incorporation, are a true and corrected copy of the amendment as amended by the membership.

SEE ATTACHED

WITNESS my signature hereto this 21 day of April, 2021, at _____.

CAMILLE GARDENS NO. 3, INC

By: J. Thomas Cepola
J Thomas Cepola
(President)

Allison Cepalu
Witness Name: Allison Cepalu

M. Solomon
Witness Name: Margasia Solomon

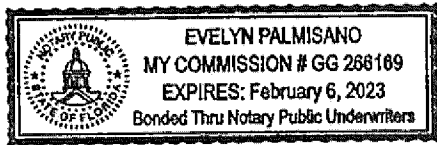
STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of April, 2021 by J Thomas Lepola President of CAMILLE GARDENS NO. 3, INC a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

EVELYN Palmisano
Printed Name of Notary Public

Evelyn Palmisano
(Signature of Notary Public)

Seal:



Attest: William Buyak
William Buyak
(Vice President or Secretary)

Allison Cefalu

Witness Name: Allison Cefalu

M Solomon

Witness Name: Margasia Solomon

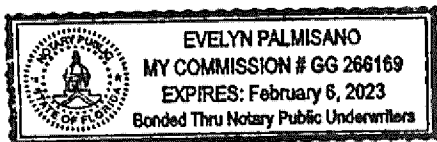
STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of April, 2021 by William Buyak Vice President or Secretary of CAMILLE GARDENS NO. 3, INC a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

EVELYN Palmisano
Printed Name of Notary Public

Evelyn Palmisano
(Signature of Notary Public)

Seal:



AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF CAMILLE GARDENS NO. 3, A CONDOMINIUM

(SUBSTANTIAL REWORDING OF DECLARATION AND BYLAWS. PLEASE SEE ORIGINAL DECLARATION AS RECORDED IN OFFICIAL RECORD BOOK 408, AT PAGE 489, ET. SEQ; AND AS MAY BE AMENDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA).

1. CONFIRMATION OF PRIOR STATEMENT OF CONDOMINIUM SUBMISSION. The Owners of the Units of Camille Gardens No. 3 do hereby confirm the Statement of Condominium as reflected in the Public Records of Lee County, Florida as follows: Statement of Condominium Submission Official Book 408 at Pages 489-539, and as may be amended in the Public Records of Lee County, Florida.

2. CONDOMINIUM NAME. The name by which this Condominium is identified is "Camille Gardens No. 3 Condominium."

3. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

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

3.2 "Articles" means the Articles of Incorporation as previously recorded and as may be amended from time to time.

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

3.4 "Association" means CAMILLE GARDENS NO. 3, INC., a Florida not-for-profit Corporation, the entity responsible for the operation of the Condominium.

3.5 "Association Property" means all property owned by the Association for the use and benefit of the Unit Owners.

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

3.7 "Bylaws" means the Bylaws of the Association as previously recorded and as may be amended from time to time.

3.8 "Casualty" for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, fortuitous cause, including

(but not limited to) fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks.

3.9 "Charge" means any legal or equitable indebtedness or monetary obligation of a Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other than Assessments for Common Expenses, which the Unit Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

3.10 "Committee" means a group of Board Members, Unit Owners, or Board Members and/or Unit Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

3.11 "Common Elements" means the portions of the Condominium Property not included in the Units.

3.12 "Common Expenses" means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements, and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Bulk interior pest control for Units, if provided by the Association is a Common Expense. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills that are not separately metered to individual Units, pool service, recreational facilities and activities, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of Communications Services are specifically considered a Common Expense, if so, designated by the Board, as permitted by the Act. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses, and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or Condominium Property. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer service where a master meter services the Condominium.

3.13 "Common Surplus" means the excess of all receipts of the Association over the amount of the Common Expenses.

3.14 "Condominium Documents" means this Declaration; the Surveyor's Plat and Site Plans, hereinafter collectively referred to as "the Plat" or "Condominium Plat," (the

Plat and the Surveyor's Certificate of Substantial Completion may not reflect the actual configuration of the Condominium Property, as deviations from original as-built conditions may have been made over time); Articles of Incorporation, Bylaws, and Rules and Regulations of Silver Sands of Bonita Beach Condominium Association, Inc. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

3.15 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

3.16 "Condominium Property" means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land as depicted in the Surveyor's Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

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

3.18 "Declaration" or "Declaration of Condominium" means this instrument, and as it may be amended from time to time.

3.19 "Family" means one natural person or a group of two or more natural persons each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household employees); or not more than two persons not so related, who reside together as a single non-profit household.

3.20 "Guest" means any person who is not the Unit Owner or a Tenant or a member of the Owner's or Tenant's Family, who is physically present on or occupies the Condominium Property on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

3.21 "Institutional Mortgagee" means the mortgagee (or its assignee) of a first mortgage upon a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage banker, real estate or mortgage investment trust, pension or profit-sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America and the Developer. The terms also refer to any holder of a first mortgage against a condominium parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument 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 first mortgage loans, and their successors and assigns.

3.22 "Invitee" or "Licensee" shall mean a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with or providing services to a Unit or a Unit's occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants, and health care assistants. A Guest is an Invitee.

3.23 "Lease" when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner's Unit for consideration.

3.24 "Lien for Charges" means a lien which is recorded to secure a Charge.

3.25 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in this Declaration. References herein to Common Elements shall include all Limited Common Elements, unless the context would prohibit, or it is otherwise expressly provided. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area shall serve to define the area as a Limited Common Element.

3.26 "Limited Common Expenses" means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after Casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by the Act, and if so, provided in this Declaration.

3.27 "Maintenance" shall mean, unless the context of a provision in the Condominium Documents requires otherwise, day to day cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term "maintenance" shall not include repair after casualty unless the context of a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is obligated by the Condominium Documents or law to maintain, repair or replace portions of the Condominium Property, the Board of Directors shall have the authority to establish reasonable standards for such maintenance, repair or replacement, including mandating maintenance, repair or replacement of said items, when the Board deems same are reasonably necessary.

3.28 "Material Alteration or Addition" means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a building from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

3.29 "Member" means the record Owner(s) of legal title to a Unit. This provision is intended to be expansive in its application and shall include, but not be limited to,

Units held in trust or owned by a corporation or other entity not considered to be a natural person.

3.30 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and the operation of the Association, subject to any limitations contained in this Declaration.

3.31 "Tenant" or "Lessee" means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term "Tenant" shall be used interchangeably with "Lessee."

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

3.33 "Unit Owner" or "Owner" means the record Owner of a Condominium Parcel. Wherever a portion of the Condominium Documents, including the Rules and Regulations, proscribes, restricts, prohibits, governs or requires that a "Unit Owner" take or refrain from taking any action, or engage or refrain from engaging in any conduct, or providing for liability to the Association arising from such acts or conduct or the failure to take required action or engage in required conduct, the term Unit Owner shall be deemed to include, unless the context specifically suggests otherwise, the Unit Owner's Family, Tenants, Residents, Guests, Licensees and Invitees, and as may be applicable, the family members of such person, as well as employees or agents of such persons.

3.34 "Voting Interests" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in the Association matters. There are 26 Units, so the total number of Voting Interests is 26.

4. UNIT IDENTIFICATION. The identification of each Unit shall be by number and shall be as indicated on the Plat as previously recorded.

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land previously submitted to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the Plat as previously recorded.

6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS. The voting rights of the Owner of each Unit shall be 1/26 (one Voting Interest per Unit). Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida law. The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be on a 1/26th basis. Suspension of voting rights shall not affect the basis for which Common

Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. 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 by a Unit Owner, pledged, or transferred except as an appurtenance to the Units.

7. COMMON ELEMENTS: EASEMENTS.

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

- The Land.
- All parts of the improvements which are not included within the Units.
- An easement of support in every portion of the Condominium property that contributes to the support of a building or structure.
- The property and installations required for furnishing utilities and other services to more than one Unit or to the Common Elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released in connection with termination of 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 the Unit Owners with respect to such easements.

7.2.1 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, 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 access 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. 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.

7.2.2 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.

7.2.3 Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and Occupant, their respective Guests 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. Provided, however, the Association, acting through its Board of Directors, shall have the authority to install security and traffic control devices, including without limitation, barrier gates and speed bumps.

7.3 Restraints Upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and passes with the title to the Unit, whether separately described or not. 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.

8. CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES. Units shall be constituted as follows:

8.1 Real Property. Each Unit, together with space within it, and together with all appurtenances thereto shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred, and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration.

8.2 Boundaries. Each Unit shall be bounded as to horizontal boundaries as shown on the Plat as previously recorded.

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

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

8.4.1 Common Elements. An undivided share of the Common Elements, such undivided share to be that proportion set forth in Article 6 hereof.

8.4.2 Easements. For the benefit of the Unit. Provided, however, that the Association may suspend the right to use Common Elements or Association Property and suspend other rights or services as permitted by the Act.

8.4.3 Association Membership and interest in funds and assets held by the Association, provided that funds of the Association are not divisible and may not be separately hypothecated and further provided that the Association may suspend voting rights and other incidents of membership as provided by the Act.

8.4.4 Provided, however, that such appurtenances shall be subject to the easements for the benefit of other Units and the Association.

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

9. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvements shall be as follows:

9.1 Association Maintenance. The Association as a Common Expense, shall maintain, repair, and replace if necessary, the following:

9.1.1 Structural. The wiring, piping, ductwork, and other mechanical, electrical, or other installations or equipment serving the Common Elements or more than on Unit.

9.1.2 Damage. 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 damage, and the cost shall be a Common Expense unless the need for the work was caused by the Unit Owner. Regardless of the foregoing, the Association shall not be responsible for incidental damage to any alteration or addition to the Common Elements made by a Unit Owner.

9.2 Unit Owner Maintenance. The responsibility of the Unit Owner shall be as follows:

9.2.1 Specific Terms. To maintain, repair, and replace at his expense, all portions of the Unit, except the portions to be maintained, repaired, and replaced by the Association. It is understood and acknowledged that the original submittal

of Camille Gardens No. 3, Inc., is that of a “land” condominium and the maintenance and repair responsibility of the interior of the dwelling and all of its mechanical, electrical, plumbing and structural components is the Unit Owners. The Unit Owners’ responsibility also specifically includes the roof, dwelling, the carport roof, windows and glass panels, hurricane shutters, doors, screens, frames, hardware, appliances, fixtures, cabinets, switches, air handlers, wiring, piping, duct work, exterior surface paint or stain, and plumbing serving only the particular Unit. Failure of a Unit Owner to reasonably maintain his Unit in accordance with this paragraph, shall entitle the Association to perform such preventative or remedial work as may be necessary or advisable in the judgment of the Association at the expense of the Unit Owner, which expense shall be secured as a specific charge upon the Unit. Unit Owners are also responsible for maintaining all Limited Common Elements. If the Board determines in its sole discretion that the Limited Common Elements of the Unit is not being maintained properly, the Association may perform such work as it deems necessary at the expense of the Unit Owner, which expense shall be secured as a special charge on the Unit.

9.2.2 Exterior Appearance. A Unit Owner shall not paint or otherwise decorate or change any portion of the dwelling not within the interior wall of the Unit or which is visible from the exterior of the Unit unless the written consent of the Association is obtained in advance. (This shall include patio/lanai furniture and blinds/shutters including, but not limited to hurricane shutters of all types other than those originally installed as part of the construction of the Condominium.) Absentee Owners must obtain written consent before leaving shutters down (covering windows) during hurricane season. All other Owners must have hurricane shutters up/removed within two (2) weeks of the lifting of the storm warnings/watches.

9.2.3 Owner Alteration of Units Restricted. No Owner shall make any alterations in the portions of the improvements which remove any portion thereof or make any additions thereto without the prior written approval of the Board of Directors. The Board shall have authority to approve the proposed work, disapprove the work (in which event the work shall not be done), or to require modifications to the work and the Board’s decision shall be determinative of the matter. All applicable government agencies must approve and grant permits; and the entire expense including subsequent maintenance and restoration must be borne by such Owner. The Association may require approval from engineers or other professionals as a prerequisite. No Owner shall do any work which would jeopardize the safety or soundness of the building/dwelling or impair any easements. If approved, two Units within the same ownership and adjacent, either horizontally or vertically, may be connected by doorways or stairs through the common elements, walls, or floors. Such Board approved work is declared not to constitute material alterations or substantial additions to the Common Elements.

9.3 Alterations and 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 make neither material alteration of, nor substantial additions to, the Common Elements or real property owned by the Association costing more than ten thousand (\$10,000.00) dollars in the aggregate in any calendar year without prior approval of a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work is reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association property, also constitutes a material alteration or substantial addition to the common elements, no prior Unit Owner approval is required.

9.4 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 above, the Association may 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 Tenant or Unit Owner, to repair, replace, or maintain any Common Elements or of any portion of the Unit to be maintained by the Association pursuant to this Declaration. 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.

9.5 Negligence: Damage Caused by Condition in Lot or Unit.

Each Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Lots or Units, or personal property made necessary by his act or negligence or by that of any member of his family or guests, employees, agents, or lessees, and such expenses shall be charged to the Owner as an individual expense.

10. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM.

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

10.1 Unit and Limited Common Element Access.

The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits

annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. When a Unit Owner must maintain, repair or replace portions of the Condominium Property as provided herein, and which requires access to another Unit for said purpose, the Unit Owner shall have reasonable right of access which shall be administered through the Association. The Unit Owner upon whose behalf access has been obtained shall be obligated for the expense of repairing any damage to the Condominium Property.

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

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

10.4 Regulations. The power to adopt and amend Rules and Regulations regarding the operation of the Association and use, appearance, maintenance, transfer and administration of the Condominium Property and Association Property.

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

10.6 Fees for Use of Common Elements; Other Fees and Deposits. The power to set fees, pursuant to the Act, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary by the Board. Nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services.

10.7 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as authorized by the Board of Directors, including, but not limited to, the lease of Building roof areas and other Common Elements for antennas or other telecommunications and similar equipment. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement, or fees authorized by this Declaration.

10.8 Limitation upon Liability of Association. Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damages of any nature, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any progressive, latent or unknown condition of the Condominium Property, nor for any claims for damages or expenses affiliated with the maintenance and repair of the Condominium Property, except incidental damage to Owner property as provided in this Declaration. The Association shall have no liability for loss of use or inability to inhabit the Condominium Property during work performed by, or at the direction of the Association, when the Board of Directors reasonably believes the property cannot be safely occupied during said period(s) of time. Without limiting the intended generality of the foregoing, the Association shall have no liability for loss of use, loss of rental income, alternative housing or subsistence expenses, or loss of value.

Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant, or user of any portion of the Condominium Property, including, without limitation, Residents and their Families, Guests, Tenants, Invitees or for any property of any such persons. Without limiting the generality of the foregoing:

10.8.1 It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

10.8.2 The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County, and/or any other jurisdiction or for the prevention of tortious or criminal activities; and

10.8.3 Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Unit Owner and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee Members, and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

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

11. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the Rules and Regulations and the following provisions:

11.1 Lawful Use. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

11.2 Rules and Regulations. The Rules and Regulations may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all Unit Owners. No new or amended regulation may be enforced prior to distribution to the Owners. Changes in the Rules and Regulations shall not require amendment of this Declaration and may, but need not, be recorded in the Public Records.

11.3 Use of the Units. Use of Units is restricted to single-family residential purposes only. These use restrictions shall not be construed in such a manner as to prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business, or professional telephone calls or correspondence in and from his Unit. Such uses are expressly declared customarily incident to the principal residential use. In addition, it shall be the duty of the Owner or rental agent to notify the Association by letter or telephone of the arrival of a guest or renter, including name(s), permanent address, telephone number and such further information as may, from time to time be required. Failure to notify may result in the guest or renter being denied access to the Unit and the use of recreational facilities and amenities. The Association or any Unit Owner may also bring an action for damages or an injunction, pursuant to F.S. 718.303, against any tenant or other invitee occupying a Unit for failure to comply with the Condominium Act or the Condominium Documents. When a Unit is leased, the tenant shall have all use rights in Community and Condominium Property and those Common Elements available for use generally by Unit Owners and the Unit Owner shall not have such rights except as a guest.

11.4 Association's Access to Units. The Association has an irrevocable right of access to the Units during reasonable hours when necessary for the purpose of maintenance, repair and replacement of the Common Elements or of any portion of a Unit to be

maintained by the Association pursuant to this Declaration or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. The Association's right of access to a Unit shall be exercised after reasonable notice to the Unit Owners, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, as well as with reasonable precautions to protect the personal property within the Unit. The Association requires and shall retain a pass-key to all Units. No Unit Owner shall alter any lock, nor install a new lock, to prevent access when the Unit is unoccupied, unless the Unit Owner provides the Association with a key.

11.5 Pets. No more than two (2) normal household pets per Unit are permitted. No pet may weigh more than thirty (30) pounds.

11.6 Nuisance. No nuisances shall be allowed upon the Condominium Property, nor shall there be any use, practice, or activity on the Condominium Property or within any individual Unit which is the source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by Unit Owners. The Condominium Property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No Unit Owner shall permit any use of the Owner's Unit or make any use of the Common Elements which will increase the rate of insurance upon the Condominium Property.

12. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

12.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 12.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

12.2 Default in Payment of Assessments for Common Expenses or Charges. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such

parcel, with interest, late fees and for reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

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

12.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the

Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

12.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

12.6 Certificate of Unpaid Assessments or Charges. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or Charges against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm or based on reasonable and customary fees charged by legal counsel.

12.7 Lien for Charges. Except as prohibited by law, there is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair, or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorneys' fees, costs and expenses of collection.

12.8 Liens and Encumbrances against Units. The Association shall have the right to satisfy any delinquent lien or other security interest against a Unit, excepting first mortgages, which are superior to the Association's lien, including without limitation unpaid ad valorem taxes. The Association shall have no obligation to satisfy such liens nor ascertain their existence. Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable notice and opportunity to remove the lien. Any such payments made by the Association will be secured by a Lien for Charges.

12.9 Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

13 HOUSING FOR OLDER PERSONS

13.1 Statement of Intent. It is hereby declared by Camille Gardens No. 3, Inc. that the Association desires and intends to provide housing for older persons, as defined in the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 (hereinafter referred to as the "Acts") and the Federal Rules and Regulations (hereinafter referred to as the "Federal Regulations") as promulgated by the Department of Housing and Urban Development (hereinafter sometimes referred to as "HUD"). It is more specifically the desire and intention of the Association to meet the exemption for housing for older persons as is provided for in 24 CFR Part 100, Section 100.304 (hereinafter referred to as the "55 or Over Housing Exemption"). Section 100.304 implements Section 807(b)(2)(c) of the Acts which exempts housing communities intended and operated for occupancy by at least one (1) person 55 years of age or over per Unit that satisfy certain criteria. In this endeavor, the following occupancy restrictions and procedures shall govern. Further, the Association shall do whatever is required by the Acts and Federal Regulations to publish its intention to comply with, and adhere to, policies and procedures which demonstrate an intent to provide housing for persons 55 years of age or over. The Acts and Federal Regulations, as amended from time to time, are hereby incorporated by reference into this document. Reference to the Acts and to the Federal Regulations in this document shall mean the Acts and the Federal Regulations as they are amended from time to time. In the event of conflict, the provision of this Section shall prevail over any other provision of the Declaration, Articles of Incorporation or Bylaws.

13.2 Fair Housing Definitions:

(A) "Acts" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L. 100-430, approved September 13, 1988; 102 STAT. 1619 and the Housing for Older Persons Act of 1995.)

(B) "Federal Regulations" shall mean and refer to the Federal rules and regulations promulgated by the Department of Housing and Urban Development, which became effective on March 12, 1989 and May 3, 1999.

(C) "55 or Over Housing Exemption" shall mean and refer to the exemption for housing for older persons (55 or over housing) as is originally provided for in Section 807(b)(2)(C) of the Acts.

13.3 Age Restriction. Permanent occupancy of a Unit shall be restricted as follows provided that the restrictions contained in the remaining provisions of this Section are met:

(A) No persons under the age of eighteen (18) years shall be permitted to permanently reside in a Unit.

(B) However, a person under the age of eighteen (18) years may be permitted to visit and temporarily reside in a Unit for a period of time not to exceed sixty (60) days in the aggregate in any calendar year, nor more than thirty (30) consecutive days. The visitation time periods shall not be cumulative from year to

year. Only overnight visitation shall be considered in the computation. So, by way of example, if an under-aged person visits overnight, two (2) days of visitation shall be computed. If an under-aged person visits during the day only and does not stay overnight, no days of visitation shall be computed.

13.4 Occupancy by Older Persons – 55 or Over Housing.

(A) Except for persons who are surviving spouses or cohabitants, recipients of legacy, or grandfathered-in as provided for in Section 13.6 below, no unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained the age of 55 years (hereinafter referred to as the "designated occupant"). This occupancy requirement shall not preclude temporary occupancy by guests or relatives of the designated occupant for periods not to exceed sixty (60) days during a twelve (12) month period (see Section 13.5 below), nor more than fifteen (15) consecutive days.

(B) This Section shall guarantee that not less than 80% of all newly-occupied Units shall have a designated occupant residing in the Unit.

13.5 Guest Visitation Limitation. Use of units by the following guests of the designated occupant when the designated occupant is not present in the Unit shall be restricted as follows: No guest shall use or occupy a unit in excess of sixty (60) days in a calendar year, of which the maximum number of continuous days shall be fifteen (15). Each day as well as part of a day shall be counted in this computation. This Section shall be in addition to restrictions pertaining to guest which may be contained elsewhere in the constituent documents and Rules and Regulations of the Association, as amended from time to time. The designated occupant shall be considered to be not present in the Unit when the designated occupant does not stay overnight in the Unit along with the guest.

13.5.1 A "guest" shall mean and refer to any person who is visiting a Unit without requirement to contribute money, perform any services or provide any other consideration to the Owner in connection with such visit/occupancy. A permanent occupant of a Unit shall not be considered as a guest. Furthermore, an Owner of a Unit shall never be considered a guest of the Unit he or she owns, unless the Owner is visiting a lessee in the Unit.

13.5.2 Registration of Guests. All guests who visit when the designated occupant is not present in the Unit must register with the Association prior to or upon arrival at Camille Gardens No. 3. The Board of Directors shall be empowered to adopt a form for use in connection with the registration of such guests, which the guests must sign. The form shall include an acknowledgment of the following: (i) relationship with the designated occupant; (ii) the intended length of stay; (iii) that the guest has received a copy of the constituent documents and Rules and Regulations of the Association, or summation thereof, and agrees to abide by them; (iv) and such other reasonable information determined by the

Board of Directors from time to time. Such guest shall not be entitled to visit unless he or she registers with the Association as required in this Section.

13.5.3 Unauthorized Guest Visit. Any guest visit not authorized pursuant to the terms of this Section shall be deemed improper, entitling the Association to bar access of the guest to the Unit and recreational facilities and/or shall entitle the Association to obtain an injunction removing the guest and his or her personal belongings from the Unit.

13.5.4 Other Restrictions. The restrictions on guests in this Section shall be in addition to other restrictions which may be contained elsewhere in the constituent documents and Rules and Regulations of the Association.

13.6 Exceptions to Section 13.4.

13.6.1 Grandfather Status. Section 13.4 above shall not apply to any persons who have occupied a Unit prior to the date of this amendment, provided that they did not lease or sell said Unit after the date of this amendment. In any lease or sale after the date of this amendment, the Owner and new occupant shall be subject to the provisions provided elsewhere herein.

13.6.2 Surviving Spouse or Cohabitant. Section 13.4 above shall not be applicable in the case of the death of the designated occupant whose surviving spouse or cohabitant is under 55 years of age, provided that the surviving spouse or cohabitant resided with the designated occupant at the time of the designated occupant's death. Under such circumstances, the surviving spouse or cohabitant shall be allowed to continue to occupy the Unit irrespective of age so as to prevent disruption of the lives of surviving spouses and cohabitants under age 55, when the over 55 designated occupant dies. Notwithstanding however, no persons under the age of eighteen (18) years shall be permitted to permanently reside in any Unit

13.6.3 Recipient of Legacy. The Federal Regulations recognize that the 20% requirement is not intended to exclude all incoming households, therefore Section 13.4 shall not be applicable in the event that an Owner of a Unit dies and the Unit is inherited by an individual who is under 55 years of age, the recipient of legacy and his or her household shall be allowed to occupy the Unit. Notwithstanding however, no persons under the age of eighteen (18) years shall be permitted to permanently reside in the Units.

13.6.4 No "Set-Aside". This Section is not intended to establish a 20% "set-aside" for persons under 55 years of age or families with children under the age of eighteen (18) years.

13.7 Contract/Covenant. Every Owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement is always met. Even

though this occupancy requirement is a contract between the Association and the Owner or lessee, as applicable, this amendment shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.

13.8 Proof of Age.

(A) All persons occupying a Unit shall deliver to the Association, a completed Association for demonstrating proof of age and any other documentation required by the Association.

(B) Any person(s) not providing such documentation, when and as requested by the Board of Directors, shall be validly presumed by the Association and by a Court of law to be under the age of 55 years, even though the persons may actually be 55 years of age or over.

13.9 Remedies for Non-Compliance. The Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in the constituent documents.

13.9.1 Lease of a Unit.

(i) In the event of a lease of a Unit, and the occupancy and other requirements of this amendment are not met, the Association shall be entitled to file for and obtain an injunction against the Owner of the Unit and lessee(s) and/or other occupants of the Unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.

(ii) The Association shall also be entitled to evict the unauthorized lessee(s) and other unauthorized occupants of the Unit, as agent for the Owner(s). This right of eviction by the Association shall apply only if: (1) After the expiration of seven (7) working days from the date on which the Association mails notice to the Owner(s) by certified mail, return receipt requested, or provides notice by hand delivery; and (2) Provided that the Owner(s) fail(s) to commence eviction proceedings on his/her/their own and fails to so notify the Association, within the seven (7) day period.

(iii) The lease shall specify, and if it fails to so specify, the lease shall be deemed to specify, that the lessee(s) and all other occupants shall abide by the Governing Documents and Rules and Regulations of the Association; and shall specify that the Association has the remedies provided for in this Section. Costs and attorney's fees incurred by the Association in connection with the exercise of its remedies under this Section, provided that the Association prevails, shall be the responsibility of the Owner(s) of the Unit, and shall to the extent awarded by a Court

under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

13.9.2 Other Occupancies (other than Leases). In the event of an existing ownership; in the event of use by guests; or in the event of a sale, gift, or other transfer of title; and the occupancy requirements of this amendment are not met, the Association may disapprove the transfer and shall be entitled to file for and obtain an injunction against the Owner(s) of the Unit and all occupants in the Unit, removing the unauthorized occupants (including the Owner(s)). In that event, if the Association prevails, the Owner(s) shall be responsible for costs and attorney's fees incurred by the Association in connection with its enforcement of this Section.

13.10 Registration Required. All Owners, lessees and occupants must register with the Association at the time of becoming a Member of the Association or, in the case of a non-owner, at the time of the commencement of the lease agreement, by delivery of the items referred to below. Furthermore, no persons shall attain grandfather status under Section 14.6.1 above unless the persons register with the Association by delivery of the items referred to below. These items are as follows:

- (A) A fully completed and signed Association form to be provided by the Association; and
- (B) Documentation demonstrating proof of age; and
- (C) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association). It shall be the responsibility of the particular Owner, not the Association, to provide the lessee(s) and/or other occupants of the Unit with the registration form for the lessee(s) occupant(s) to complete and return to the Association within five (5) days from the date of receipt.

13.11 Additional Occupants. Even though a person under the age of 55 years is given grandfather status under Section 13.6.1 above or is provided with an exception under Section 13.6 above, this shall not entitle additional persons to occupy the unit after the date of this amendment.

- (A) That additional person is 55 years of age or older; or
- (B) That additional person is also accorded grandfather status under Section 6(A) above; or
- (C) That additional person is legally married to the surviving spouse or cohabitant mentioned in Section 13.6.2 above.

13.12 Non-Occupancy Status. Each Owner or lessee, as applicable, shall notify the Association of any periods of time during which the Unit becomes unoccupied. As used in this Section, "unoccupied" is defined to mean any intended absence of all permanent residents of the Unit, for a period in excess of six (6) months. It is understood that this is a necessary requirement because the Federal Regulations require record keeping of occupied and unoccupied units.

14. LEASING, CONVEYANCE, DISPOSITION, AND FINANCING. The purpose and object of this Section is to maintain a quiet, tranquil, non-transient and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be important and justified because of the necessity of sharing facilities and because of the large personal investment of each Owner. Therefore, the lease, conveyance, disposal, and financing of the Units shall be subject to the following provisions:

14.1 Association Approval Required. No Owner may sell, lease, give or dispose of a Unit or any interest therein in any manner without the written approval of the Association. The approval shall be a written instrument in recordable form which shall include, without limitation, the nature of the transaction (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the Unit number, the name of the condominium and the Official Record Book (O.R. Book) and Page numbers in which this Declaration was originally recorded. For all Unit transfers of title, the approval must be recorded in the Lee County, Florida Public Records simultaneously with the Deed or other instrument transferring title to the Unit. Approvals of leases need not be recorded. Only entire Units may be leased. All leases must and shall be deemed to contain the agreement of the lessee(s) to abide by all of the covenants of the Condominium and Community Associations' documents and must and shall be deemed to provide that a violation of the documents is a breach and event of default of the lease and grounds for damages, termination and eviction and that the lessee and the Owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall pay them, and such funds shall be secured as a charge. Each Unit Owner by acceptance of the deed to a Unit and by the terms of this Declaration appoints the Association as Owner's agent to bring actions in Owner's name and at Owner's expense including injunction, damages, termination, and eviction. The Rules and Regulations must be provided to the lessee(s) by or on the behalf of the Unit Owner at or before the commencement of the lease term.

14.2 Approval Procedure. The approval of the Association shall be obtained as follows:

14.2.1 Written Notice. Written notice shall be given the Association by the Owner of his intention to sell, transfer in any fashion or encumber his interest. The notice shall include the name and address of the proposed acquirer or lender and a correct and complete copy of the proposed documents to be executed to

effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time. The Association shall not approve any sale, transfer, or lease until such time as all unpaid Assessments and all court costs and attorney's fees (if any) incurred by the Association and due and owing for the Unit have been paid.

14.2.2 Sale. The Association must, within fifteen (15) days after receipt of all the information required above, either approve the transaction, disapprove for cause, or, except in the case of disapproval for cause, upon the written demand of the Owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the Owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association or the Owner may withdraw his proposed sale. In exercising its power of disapproval, the Association must act reasonably and in a fair and non-discriminatory manner and withhold approval only for a reason or reasons rationally related to the protection, preservation and proper operation of the Condominium and the purposes as set forth at the beginning of this Section 14. If the Association fails or refuses within the allotted time to notify the Owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the Unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a recordable certificate of approval.

14.2.3 Closing Date. The sale shall be closed within sixty (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.

14.2.4 Notice of Disapproval. If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 2 regarding a sale) notice of disapproval shall be promptly sent in writing to the Owner or interest holder, and the transaction shall not be made. The grounds for disapproval of a transfer or lease may include, but are not limited to, a Unit Owner being delinquent in the payment of an Assessment at the time the approval is sought.

14.3 Notice of Suit. An Owner shall give notice to the Association of every suit or other proceedings which may affect the title to his Unit, such notice to be given immediately after the Owner receives knowledge thereof.

14.4 Judicial Sales. Judicial Sales are exempt from this Section.

14.5 Unapproved Transactions. Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

14.6 Term of Lease and Frequency of Leasing. The minimum lease or rental term is two (2) months or sixty (60) days, whichever is greater. No Unit may be leased or rented

for more than twelve (12) months. The Board is empowered to make an exception to the minimum lease or rental term, and only where written permission is requested and granted prior to said occupancy. After acquiring title to the Unit, no Unit can be leased or rented until after the Unit Owner has occupied the Unit for two (2) consecutive years. No subleasing or assignment of lease or rental rights by the lessee is allowed.

14.7 Renewal. Thirty (30) days before the end of the term of any approved rental or lease agreement, the Owner shall give the Board notice of any intention to renew the existing rental or lease agreement with the same lessees or renters. Such request for renewal shall be subject to approval by the Board pursuant to Section 14; the Unit Owner's full satisfaction of any outstanding dues, fines, or assessments; and the correction of any other violation.

14.8 Uniform Lease or Lease Addendum. The Board shall have the authority to require the use of a uniform lease or a lease addendum. No lease shall be valid between any Owner and tenant, unless the Owner and tenant execute a uniform lease addendum, as required and in the form provided by the Association. The Association may require the Owner and/or tenant to pay a security deposit to the Association upon execution of the uniform lease or lease addendum up to the equivalent of month's rent. The Association shall have the right to terminate the lease and/or retain the security deposit should the Owner or tenant violate Florida law and/or any provision of the Condominium Documents.

14.9 Number of Units Owned. No person, either directly or indirectly through another person, may own or have any ownership interest in more than two (2) Units.

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 Association; Required Coverage. The Association shall maintain adequate property insurance covering all the Common Elements and Association Property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors and the premium on any policy purchased by the Association shall be paid as a Common Expense. The insurance carried by the Association shall afford at least the following provisions:

15.1.1 Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

15.1.2 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 Owners as a group to an Owner.

15.1.3 Automobile. Automobile liability for bodily injury and property damage for owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.

15.1.4 Workers' Compensation. The Association shall maintain workers' compensation insurance if required by law.

15.1.5 Fidelity Bond Coverage. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this subsection, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and treasurer of the Association. The Association shall bear the cost of any insurance or bond.

15.1.6 Flood Insurance. If any part of the Common Areas is in a special flood hazard area and is insurable as defined by Federal Emergency Management Agency, the Association shall insure the same. The coverage shall be one hundred (100%) percent of the current replacement cost of any Common Element improvements or structures and other insurable common property under the National Flood Insurance Program, if less.

15.2 Duty to Insure. Each Owner is responsible for insuring the full replacement of real and personal property within his or her own Lot or Unit. Each Owner must recognize that he or she bears financial responsibility for any damage to his or her property or liability to others that would otherwise be covered by such insurance. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

15.3 Duty to Reconstruct. If any Unit or other improvements located on any Lot or Unit are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within one hundred and eighty (180) days from the date that such damage or destruction occurred, and to complete the repair or replacement within eighteen (18) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design, and condition, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board of Directors. The Board of Directors may, based on its sole and exclusive discretion, extend the time periods for reconstructions contained herein. The Association will have a cause of action to compel repair and reconstruction. Attorney's fees and costs incurred in any such litigation shall be awarded to the prevailing party.

15.4 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration 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 Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

15.5 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 Owners.

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

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the 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 Owners and their respective mortgagees in the following share:

15.7.1 Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Lots or Units, the shares of each Owner being the same as his or her share in the Common Elements.

15.7.2 Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the 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 the Lot or Units or Lots 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.

15.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying cost shall be distributed to the beneficial Owners, remittances to Unit Owners and their Mortgagees being paid jointly to them.

15.9 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims, arising under insurance policies purchased by the Association for damage or loss to the Units, Lots or Common Elements.

15.10 Damage to Common Elements. Where loss or damage occurs to the Common Elements or Condominium Property, it shall be mandatory for the Association to repair, restore, and rebuild the damage caused by the loss, and the following procedures shall apply:

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

15.10.2 If 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 Owners for the deficiency. Such Special Assessments need not be approved by the Owners. The Special Assessment shall be added to the funds available for repair and restoration of the property.

16. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

16.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Elements shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

16.2 The Condominium Property.

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

16.2.2 Major Damage. If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

16.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors, regardless of whether it is a Material Alteration or Addition, and no vote of the Unit Owners shall be required.

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

16.3 Responsibility. All reconstruction work after a Casualty or covered cause of loss under the Association's applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done, and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 16.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9, in which event the Unit Owner shall be charged for the costs of such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

16.4 Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall use reasonable efforts to promptly obtain reliable and detailed estimates of the cost to rebuild or repair.

16.5 Assessments. The cost of reconstruction after Casualty for those portions of the Condominium Property required to be insured by the Association shall be considered a Common Expense, pursuant to Section 718.111(11)(g) of the Act. However, any cost of repair, reconstruction or replacement of portions of the Condominium Property that is not caused by a Casualty or covered cause of loss under the Association's applicable insurance policy, as determined by the Board of Directors, shall be repaired, and said costs allocated pursuant to the general maintenance, repair, and replacement provisions of this Declaration.

16.6 Damage Caused by Wear and Tear of the Condominium Property. Damage to the Condominium Property that is not caused by a Casualty, as defined in Article 3.8 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 15 and shall not be subject to this Article 16.

16.7 Termination of Condominium if Not Reconstructed. If the Owners vote not to reconstruct the Condominium by vote described in Article 16.2.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Article 17 hereof.

16.8 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in connection with emergency conditions:

16.8.1 To determine after a Casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 16.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

16.8.2 To declare any portion of the Condominium Property or Association Property unavailable for occupancy by Owners, Family members, Tenants, or Guests after a Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary, to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

16.8.3 To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and dispose of damaged property

or store such property onsite or at an offsite location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

16.8.4 To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible, but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorneys' fees, and other costs and expenses of collection.

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

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

16.8.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

16.8.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

16.8.9 To exercise all emergency powers set forth in the Act.

17. TERMINATION.

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

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

- the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into

compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or

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

It is the intent of this provision to incorporate Section 718.117(2) of the Act.

17.1.2 Optional Termination. Except as provided in Article 17.1.1, the termination of the Condominium may be effected by a written plan of termination approved by eight percent (80%) of the total voting interests of the Condominium. The plan of termination and termination procedure shall be in accordance with Section 718.117 of the Act.

17.1.3 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 16, which shall mean that more than one-half of the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors, the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

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

17.2 Procedures for Termination and Sale. The termination of the Condominium via any of the methods set forth in 17.1.1 through 17.1.3 herein shall be as set forth in Section 718.117(4)-(20) of the Act.

17.3 Amendment. This Article 17 may be amended in the same manner in which this Declaration may be amended generally, as set forth in Article 20.

18. CONDEMNATION.

18.1 Awards. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a Casualty to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the Casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any fail to do so, a Special

Assessment shall be made against a defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that Owner.

18.2 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.

18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the condemnation awards will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this Declaration for the distribution of insurance proceeds if the Condominium is terminated after damage to the Common Elements. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, and the property damaged by the taking will be made usable in the manner provided below. The proceeds of said awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Association after damage to the Common Elements.

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

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

18.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not within a reasonable period of time provide the additional funds required for restoration, such additional funds may, in the discretion of the Board of Directors, be expended for restoration by the Association and be assessed against the Unit Owner as a Special Assessment.

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

18.5.3 Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, the Common Expenses and the Common Surplus 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 in the Common Elements, Common Expenses, and Common Surplus appurtenant to the other Units shall be restated as percentages of the difference between 100 percent and the total of the new shares as reduced by the taking so that the shares of such other Units shall be in the same

proportions to each other as before the taking and so that the total of the percentages of such shares shall still equal 100 percent.

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

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

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

18.6.3 Adjustment of Shares in Common Elements, Common Expenses, and Common Surplus. The shares in the Common Elements, the Common Expenses, and the Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the other shares among the reduced number of Unit Owners. This adjustment shall be done by restating said shares of the continuing Unit Owners as percentages aggregating 100 percent so that the shares appurtenant to the Units of the continuing Owners shall be in the same proportions to each other as before the adjustment.

18.6.4 Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to finance the alteration of the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. Such Special Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

18.6.5 Arbitration. If the market value of a Condominium Parcel prior to the taking cannot be determined by agreement among the Unit Owner, mortgagees of the Unit, and the Association within thirty days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination on an average of their appraisals of the Condominium Parcel; and a judgment of specific performance on the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners of Units prior to the

taking in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

18.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this Declaration for further improvement of the common elements. The balance of the awards for the taking of the Common Elements, 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, except that if a Condominium Parcel is encumbered by an Institutional Mortgage, the distribution shall be paid jointly to the Owner and the Institutional Mortgagee of the Condominium Parcel.

18.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that needs to be approved only by a majority of all Directors of the Board.

19. COMPLIANCE AND DEFAULT.

19.1 Duty to Comply; Right to Sue. Each Unit Owner, his Family, Tenants, Guests, Invitees and all Unit Occupants and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Actions for damages or for injunctive relief, or both, or for failure to comply may be brought by the Association or by a Unit Owner against:

19.1.1 The Association. The Association may, but shall not be required to, seek enforcement of the Condominium Documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Condominium Documents involving the interest of the Owners of two different Units, including but not limited to noise complaints, nuisance allegations, and the like;

19.1.2 A Unit Owner; or

19.1.3 Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees and Unit Occupants.

19.2 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee, Occupant, or the Association to

comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorneys' fees before trial, at trial and on appeal.

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

19.4 Waiver of Application of Condominium Documents. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

19.5 Notice of Lien or Suit.

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

19.5.2 Notice of Suit. A Unit Owner shall give written notice to the Association of every suit or other proceeding which may affect the title to his Unit, or impose liability on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

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

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

20.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

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

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

20.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of a majority of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

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

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

20.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

21. TIME SHARE PROHIBITED. No time share estates may be created in this Condominium.

22. FISCAL MANAGEMENT. The fiscal management of the Condominium including budget, fiscal year, charges, assessments, and collection of assessments shall be as set forth herein and in the Bylaws.

23. ADMINISTRATION. The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Bylaws.

24. MISCELLANEOUS PROVISIONS.

24.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land and shall run perpetually unless terminated or amended as provided herein.

24.2 Savings Clause. If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

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

24.4 Notices. All notices shall be given as provided in the Bylaws.

24.5 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

24.6 Conflicts. In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

24.7 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

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

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

24.10 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.