

Certificate prepared by and returned to:

Becker & Poliakoff, P.A.
James Robert Caves, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CERTIFICATE OF RECORDATION

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
KINGS GREENS AT MAJESTIC, A CONDOMINIUM**

**AMENDED AND RESTATED BYLAWS
KINGS GREENS AT MAJESTIC CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the attached Amended and Restated Declaration of Condominium of Kings Greens at Majestic, a Condominium and Amended and Restated Bylaws of Kings Greens at Majestic Condominium Association, Inc. were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 25th day of March 2025. Said Amended and Restated Declaration of Condominium and Amended and Restated Bylaws were approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium is recorded at O.R. Book 3819, Page 4217 *et seq.*, of the Public Records of Lee County, Florida.

WITNESSES:
(TWO)

KINGS GREENS AT MAJESTIC
CONDOMINIUM ASSOCIATION, INC.

Imatya Ziegler
Witness #1 Signature
Timothy Ziegrossi
Witness #1 Printed Name
20012 Petrucca Circle N #D
Lehigh Acres, FL 33936
Witness #1 Address

Phillip Dent
Witness #2 Signature
Phillip Dent
Witness #2 Printed Name

20055 Lake Vista Cir #3
Lehigh Acres, FL 33936
Witness #2 Address

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of April 2025, by John Shedlock as President of Kings Greens at Majestic Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is ☒ personally known to me or ☐ has produced (type of identification) _____ as identification.



BY: John Shedlock
John Shedlock, President
c/o Management Professionals, Inc.
530 Homestead Rd.
Lehigh Acres, FL 33936
Date: 4.8.2025

(CORPORATE SEAL)

Evelyn Palmisano
Notary Public
EVELYN Palmisano
Printed Name

My commission expires: 2-6-2027

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR KINGS GREENS
AT MAJESTIC, A CONDOMINIUM**

1. **RESUBMISSION TO CONDOMINIUM OWNERSHIP.** This Amended and Restated Declaration of Condominium (hereinafter, the “Declaration”) is made by Kings Greens at Majestic Condominium Association Inc., a Florida Corporation not for profit, hereinafter the “Association”. The land subject to this Declaration and the improvements located thereon have already been submitted and are hereby re-submitted to condominium Ownership and use pursuant to Chapter 718, Florida Statutes (the “Condominium Act”), as it is amended from time to time. No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners of Condominium Units. The acquisition of title to a Unit or any other interest in the Condominium Property, or the Lease, Occupancy, or use of any portion of a Unit or the Condominium Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.
2. **CONDOMINIUM NAME.** The name by which this Condominium is identified is “Kings Greens at Majestic Condominium Association, Inc.”.
3. **OBJECT AND PURPOSE.** The purpose and object of this Declaration and of the Condominium is to maintain a quiet, tranquil and Single-Family oriented atmosphere where the Residents and other Occupants can live or reside in compatible coexistence with other financially responsible persons who are acceptable both in fitness and character and comportment, subject to compliance with the fair housing laws. This objective is considered to be both necessary and appropriate because of the necessity of sharing Common Facilities by Owners and Tenants, and because of the large personal financial investment of each Owner.
4. **UNIT IDENTIFICATION.** The identification of each Unit shall be numeric and are indicated on the Plats previously recorded and as amended from time to time. All conveyances of Condominium Parcels shall contain legal descriptions based upon the originally recorded Declarations of Condominium, as specified in the Recitals of this Declaration, and as the same have been subsequently amended, including amendments contained in this Declaration, and any future amendments or the exhibits.
5. **DEFINITIONS.** As used in this instrument or elsewhere in the other Governing Documents, unless otherwise provided, the terms used are as defined in the Condominium Act and as set forth below:
 - 5.1. **“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.

- 5.2. **“Articles” or “Articles of Incorporation”** means the Articles of Incorporation of the Association as they may be amended from time to time in accordance with the provisions thereof and of this Declaration.
- 5.3. **“Assessment”** means the proportionate share of the funds required for the payment of Common Expenses that is assessed against an Owner from time to time.
- 5.4. **“Association”** means Kings Greens at Majestic Condominium Association Inc., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the Condominium.
- 5.5. **“Association Property” or “Condominium Property”** mean any real property owned by the Association, including any Improvements located thereon, and all personal property owned by the Association.
- 5.6. **“Board of Directors” or “Board” or “Directors”** mean 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 Act as the “Board of Administration.”
- 5.7. **“Bylaws”** means the Bylaws of the Association as they may be amended from time to time in accordance with the provisions thereof and of this Declaration.
- 5.8. **“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.
- 5.9. **“Common Elements”** means and includes:

The portions of the Condominium Property which are not included within the Units including, without limitation, those portions of the storm water management system, if any, located on the Condominium Property, including dedicated take tracts, lake maintenance or drainage easements, and corresponding infrastructure, tracts for right-of-way or access easements and corresponding roads and streets located on the Condominium Property, if any, utility easements or tracts for corresponding sewer and potable water, and all easements serving the Condominium Property.

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

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

The property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.

Any other parts of the Association Property designated as Common Elements in this Declaration, including all riparian and littoral rights to any submerged lands that are part of, or border, the Association Property.

- 5.10. **“Common Expenses”** mean all expenses incurred by the Association to accomplish its duties as contemplated by this Declaration and the Act, which shall be assessed or imposed against Units in the Condominium by the Association as authorized by this Declaration or the Act. If approved

by the Board of Directors, Common Expenses shall include the cost of a master television antenna system or duly franchised cable television service obtained pursuant to a bulk contract. For all purposes of this Declaration, Common Expenses shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

- 5.11. “Common Surplus”** means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses. Common Surplus shall be owned in the same undivided percentages as Common Elements are owned.
- 5.12. “Condominium Parcel” or “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.
- 5.13. “Declaration” or “Condominium Declaration”** means this instrument, and as it may be amended from time to time in accordance with the provisions hereof and of the Act.
- 5.14. “Family” or “Single Family”** means any one (1) of the following:
- One (1) natural Person, their spouse, if any, and the Persons parents, grandparents, grandchildren, siblings, or children (related by blood, marriage or adoption), who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.
- Not more than two (2) natural Persons not meeting the requirement above, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family and their respective parents, grandparents, grandchildren, siblings, or children (related by blood, marriage or adoption).
- The reference to "natural" is intended to distinguish between an individual and a corporation, partnership, limited liability partnership, limited liability company, trust, estate, or other artificial entity. A “Family Member” is a natural Person who resides in a Unit as part of the Owner's Family or as part of the Family of a Tenant or a Guest, but, in each case, is not a title holder.
- 5.15. “Governing Documents”** means this Declaration, the Articles, the Bylaws and any Rules and Regulations adopted by the Board, as amended from time to time.
- 5.16. “Guest”** means any natural person who is not the Owner or a Tenant or a Family Member of such Owner or such Tenant, who is physically present in or occupies a property on a temporary basis (thirty (30) days or less during any twelve (12) month period) at the invitation of the Owner or legally permitted Occupant, without the payment of consideration. Any person who is not a Family member, as defined above, and who resides at the Property for more than thirty (30) days will be deemed an unapproved Occupant and is subject to the Leasing provisions of this Declaration and the Association's Rules. Said Occupant(s) will be subject to eviction at the Owner's expense should they fail to comply with the same.
- 5.17. “Improvements”** means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Association Property.

- 5.18. **“Institutional Mortgagee”** means the mortgagee (or its assignee) of a mortgage encumbering a Condominium Parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit-sharing trust, the Federal Housing Administration, the Veterans Administration, or any other institutional lender providing financing of acquisition, development or construction, or any agency of the United States of America. The term also refers to any holder of a mortgage against Condominium Parcel, which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private corporation engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns.
- 5.19. **“Invitee” or “Licensee”** means a person expressly or impliedly allowed entry onto the Association Property for the purpose of conducting business with or providing services to a Unit or an Occupant, or otherwise entering the Association Property on a temporary basis at the expressed or implied consent of the Owner or the Occupant, including, but not limited to, contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest and a Licensee are each an Invitee.
- 5.20. **“Lease” or “Leasing” or “Rent”** when used in the context of the renting of Units, means the grant by an Owner of a right of use of the Unit for consideration. Leasing shall be construed to include any licensing or other arrangement with a third party where persons other than the Unit Owner are permitted to Occupy the Unit for the payment of consideration to any party. Any person who qualifies as a Tenant shall be deemed to be Leasing a Unit.
- 5.21. **“Lien for Charges”** means a lien which is recorded to secure a Charge.
- 5.22. **“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 in this Declaration to Common Elements include all Limited Common Elements, unless the context would prohibit, or it is expressly provided otherwise. Whenever a portion of the Association Property naturally and exclusively services a particular Unit or group of Units, and where the area in question lies outside of the boundaries of the Unit, the delegation by this Declaration of Maintenance responsibility for the area by or at the expense of the benefiting Unit Owner(s) shall serve to define the area as a Limited Common Element.
- 5.23. **“Maintenance” or “Maintain”** means, unless the context of a provision in the Governing Documents requires otherwise, landscaping, day-to-day cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term “Maintenance” does not include repair after casualty, unless the context of a provision in the Governing Documents requires otherwise. Whenever a Unit Owner is obligated by the Governing Documents or law to Maintain, repair, or replace portions of the Association Property, the Board has 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, and the Board may likewise adopt specifications for replacement components, without need for Owner approval, notwithstanding any provision in this Declaration to the contrary.
- 5.24. **“Master Association”** means Cypress Pines Property Owners’ Association, a not-for-profit Florida corporation, and its successors being the entity responsible for the administration of the Master Covenants, which was recorded in Official Records Book 1642, Page 2161, et seq., and later amended and restated and recorded in Instrument No.2006000101750, *et seq.* Public Records of Lee County, Florida,

- 5.25. **“Member”** shall mean and refer to an Owner, as hereafter defined, who is a Member of the Association as provided herein.
- 5.26. **“Occupant”** when used in connection with a Unit, means a person who is physically present in a Unit for two (2) or more consecutive days, including staying overnight for at least one (1) night.
- 5.27. **“Occupy” or “Occupying”** when used in connection with a Unit, means the act of staying in the Unit for two (2) or more consecutive days, including an overnight stay of at least one (1) night.
- 5.28. **“Officer”** means the executive Officers and assistant Officers (if any) appointed by the Board as provided in the Bylaws.
- 5.29. **“Resident”** means any natural person who is Occupying a Unit for thirty (30) days or more, whether or not consecutive, in any calendar year and includes, as applicable, Owners, Tenants, Guests, and their respective Family members who reside in the Unit for such period.
- 5.30. **“Rules and Regulations”** means the current Rules and Regulations of the Association, as they may be amended from time to time in accordance with the provisions thereof, of the Act, the Articles, the Bylaws, and of this Declaration, together with such additional Rules and Regulations from time to time promulgated by the Board, concerning the transfer, use, appearance, Maintenance, and Occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and the administration and operation of the Association, subject to any limitations contained in the Act, the Articles, the Bylaws, or this Declaration.
- 5.31. **“Special Assessment”** means any assessment levied against Unit Owners other than the Assessment required by the annually adopted budget of the Condominium.
- 5.32. **“Tenant” or “Licensee” or “Lessee”** means a natural person Occupying a Unit, other than the Owner whether pursuant to a verbal or written agreement, where said Occupancy by such person involves the payment or existence of consideration, including, but not limited to, the payment of money, the exchange of goods or services, or the provision of direct economic or indirect economic benefit, including tax benefits and the furtherance of business interests, including, but not limited to, use of a Unit as an employee, supplier, or customer rewards or incentive, or a charity auction or similar prize.
- 5.33. **“Unit”** means part of the Association Property that is subject to exclusive ownership as described in this Declaration. Whenever the term “Unit” is used in the Governing Documents, it shall be deemed to include improvements appurtenant to and for the exclusive use or benefit of such Unit, which may include the Parcel and certain Improvements thereon, except where the context clearly requires otherwise.
- 5.34. **“Unit Owner” or “Owner”** means the record owner of a Condominium Parcel. Wherever a portion of the Governing 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” is deemed to include, unless the context specifically suggests otherwise, the Unit Owner's Family, Tenants, Residents, Guests, Invitees, and as may be applicable, the Family Members of such persons, as well as employees or agents of such persons.
- 5.35. **“Voting Interests”** means the arrangement established in the Governing Documents by which the Owners of each Unit collectively are entitled to one (1) vote per Unit.

6. **CONDOMINIUM UNITS AND APPURTENANCES.** Condominium Units are those cubicles of space and all Improvements constructed therein identified and described in the Plats. Said boundaries are as follows:
- 6.1. The volumes of space enclosed by the unfinished inner surfaces of perimeter walls, floors and ceilings reflected on the Condominium Plat, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space;
 - 6.2. All interior dividing walls and partitions (including the space occupied by such interior walls and partitions), excepting load-bearing interior walls and partitions; and
 - 6.3. The decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), ceilings and floors consisting of wallpaper, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the Unit.
 - 6.4. Except for the telephone and cable television lines and equipment which are not part of the Common Elements of the Condominium, no pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Unit, nor any of the structural members or portions of any kind, including fixtures and appliances within the Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any Unit. In addition, any utility lines which are located within a Unit and which provide service to more than one Unit shall be considered to be Common Elements, notwithstanding their physical location being within the Unit's boundaries. If a wall or roof surface overhangs or part of a Unit encroaches onto the Common Elements, the overhanging or encroaching specific portion of such Unit shall be a part of the Unit.
 - 6.5. **Air Space.** An exclusive easement for the use of the airspace occupied by the Unit as it lawfully exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time, provided that the easement in airspace which is vacated from the unit shall be terminated automatically.
 - 6.6. **Conflict.** In cases not specifically covered in this Article or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in the original Survey and Plot Plan Exhibits to the original Declarations shall control in determining the boundaries of a Unit.
7. **EASEMENTS.** Each Unit and the Common Area shall be subject to existing easements for public utilities purposes, and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Unit or the Common Area in furtherance of such easements. The easement areas contained in any Unit, whether shown on any plat, shall always be properly Maintained by the Owner whether the utility company properly Maintains the easements area.
- 7.1. **Support.** There shall be an easement of support in every portion of a Unit which contributes to the support of any building or Common Elements of the Condominium or the other Units within the same building.
 - 7.2. **Utility.** Non-exclusive easements are hereby reserved unto the Association and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and Other services which may

serve the Condominium; provided, however, that these easements shall not permanently interfere with the residential use of the Units. A non-exclusive easement is also reserved unto the Association and granted to the County over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities: provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on the Condominium Property, if required by the local governing authority. This obligation shall run with the land as do other provisions of the Declaration, and any Unit Owner may enforce this covenant and will be entitled to costs and fees which result from such enforcement. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements.

- 7.3. **Ingress and Egress.** Non-exclusive easements shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time 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 may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners and all those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Association Property except an area specifically designated and assigned for such purposes.
- 7.4. **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.
- 7.5. **Maintenance, Repair, and Replacement.** Easements exist through, over and beneath the Units and Common Elements for Maintenance, repair, and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours, except that access may be had at any time in case of emergency.
- 7.6. **Additional Easements.** The Board has the authority, without the joinder of any Unit Owner, to grant, modify, vacate or move any easement if the easement constitutes part of or crosses the Common Elements or Association Property.
- 7.7. **Perpetual Non-Exclusive Easement in Common Elements.** The Common Elements shall be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and Residents of the Association, and their Guests and Invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.
- 7.8. **Easements to Master Association.** There is hereby created in favor of the Master Association (as defined in Section 22 below), and its successors, assigns and designees, non-exclusive perpetual easements over, under and across the Condominium Property for the purposes of operation, control, maintenance, repair, and replacement of those portions of the Common Elements which are the responsibility of the Master Association, and for any and all other functions and responsibilities of the Master Association, as set forth elsewhere herein or in the Master Declaration (as defined in Section 22 below). Non-exclusive, perpetual easements are hereby created in favor of the Master Association, its successors, assigns and designees, for installation, maintenance, repair and replacement of utilities, pipes, wires and systems serving the Master

Association property. The above easements granted to the Master Association shall not be exercised in such a manner as to interfere with the residential use of the Units in the Condominium.

7.9. Common Elements. Common Elements means all of the Association Property not included within the Units, and includes without limitation the following:

- 7.9.1.** All portions of the buildings and structures within the Condominium that are Common Elements and not part of the Units, with the exception of Limited Common Elements which are the responsibility of the Unit Owners as set forth in Section 9.5 below;
- 7.9.2.** All water and wastewater lines and piping, electric and other utility lines and systems serving the Common Elements or more than one (1) Unit exclusively.
- 7.9.3.** Each Unit Owner shall be solely responsible for maintenance and repair of all drywall surrounding or bounding such Unit Owner's Unit, notwithstanding that such drywall is or may be a Common Element.

7.10. Limited Common Elements. Certain Common Elements have been or may be designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their use has been assigned are as described in this Declaration and as further identified in the original survey and plot plan. To the extent applicable and subject to the provisions of this Declaration, each Unit may have, as Limited Common Elements appurtenant thereto, such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to, the following:

- 7.10.1.** Any area labeled as a Limited Common Element on the Condominium Plat and contiguous to a Unit or identified as being appurtenant to a Unit, such as, but not necessarily limited to, balconies, driveways, lanais and garage areas;
- 7.10.2.** Light and electrical fixtures outside the Unit or attached to the exterior walls of the building in which the Unit is located, which fixtures are designed to exclusively serve and benefit the Unit;
- 7.10.3.** The structure(s) located on or adjacent to the exterior of the building on which is located any air-conditioning equipment serving the Unit;
- 7.10.4.** Any and all hurricane shutters which are attached to the exterior of the Unit and which are designed and constructed solely for the benefit and protection of such Unit;
- 7.10.5.** The mailbox which exclusively serves a Unit; the mailboxes may not be on Condominium Property; however, Unit Owners will have access to their mailbox;
- 7.10.6.** Any and all installations for security purposes contained within a building which are designed to exclusively serve the Units contained within such building; and
- 7.10.7.** The outside entrance area for each Unit.

7.11. Owner's Easement of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

- 7.11.1. The right of the Association to establish, modify, amend, and rescind reasonable Rules and Regulations regarding use of the Common Area;
 - 7.11.2. The right of the Association to dedicate or transfer all or any part of the Common Area to public agency, authority, or utility as provided by its Articles;
 - 7.11.3. The right of the Association to open the Common Area for use by non-Members of the Association;
 - 7.11.4. The right of the Association to approve Guests before they can use the facilities.
- 7.12. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of services contemplated or the use of the easements created under this Section. The Association and its authorized agents shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas contemplated herein for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.
- 7.13. Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees and guests. Unless specifically stated otherwise, all easements referred to herein shall be non-exclusive easements.

8. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS. The ownership of Common Elements and Common Surplus within the Association shall be a proportionate share for each Unit based on the total number of Condominium Units. Voting rights may be suspended pursuant to the terms of the Governing Documents and Florida law. Suspension of voting rights shall not affect the basis on which Common Expenses are shared or on which Common Elements and Common Surplus owned. However, suspended Voting Interests are 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, pledged or transferred by an Owner except as an appurtenance to the Units.

- 8.1. Membership in Association.** All of the record Owners of Units in the Condominium shall be Members of the Association, and no Owner shall have more than one membership in the Association with respect to any Unit. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner's Unit, and every membership of any Owner in the Association shall be appurtenant to and inseparable from ownership of his Unit. Ownership of such Unit shall be the sole qualification for membership of any Owner in the Association. Membership in the Association shall automatically terminate upon the termination of Ownership of a Condominium Parcel in this Condominium, and the subsequent Owner(s) taking title shall automatically become entitled to membership, subject to the written approval of the Association.
- 8.2. Unit Owner's Rights.** Each Owner is entitled to the exclusive use and possession of their Unit. They shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Owners. There shall be a joint use of the Common Elements and a joint and mutual easement for that purpose is hereby created.

- 8.3. **Voting.** Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the Bylaws.
- 8.4. **Approval or Disapproval of Matters.** Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner at an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.
- 8.5. **Restraints Upon Separation and Partition.** The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

9. **MAINTENANCE, ALTERATION, AND IMPROVEMENTS.** Responsibility for the Maintenance of the Association Property, and restrictions upon the alteration and Improvement thereof, shall be as follows:

- 9.1. **By Association.** Except as otherwise provided in this Declaration, the Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements as defined herein, including, but not limited to:
 - 9.1.1. all water and wastewater lines and piping, electric and other utility lines and systems serving the Common Elements or more than one (1) Unit exclusively;
 - 9.1.2. all parts of the buildings and structures within the Condominium that are Common Elements and not part of the Units, with the exception of Limited Common Elements which are the responsibility of the Unit Owners as set forth herein.
 - 9.1.3. The Association shall be responsible for maintaining, repairing and replacing all load-bearing walls contained within the Unit, except for the finished surfaces thereof.
 - 9.1.4. The Association shall maintain all of the Units mailboxes, wherever situated. However, it will be the responsibility of the Unit Owner to replace any lost mailbox keys. The cost of such maintenance shall constitute a Common Expense.
- 9.2. **By Master Association.** The Master Association shall be responsible for the management, maintenance, repair and replacement of all parts of the Development outside the Condominium Property and the Common Elements of the Condominium which are not the responsibility of the Association or Unit Owners, including, but not limited to, the following:
 - 9.2.1. all drainage and stormwater management systems;
 - 9.2.2. all roads and streets;
 - 9.2.3. all entrance monuments and gates not on the Condominium Property;

- 9.2.4. all landscaping, lawn and grass areas and sprinkler systems without the Condominium Property;
 - 9.2.5. any and all gates and fencing, if any, located off the Condominium Property;
 - 9.2.6. all parking areas and trash receptacle areas located off the Condominium Property; and
 - 9.2.7. all preserve areas, buffer areas and open spaces off the Condominium Property.
 - 9.2.8. Nothing in this Section shall relieve the Association of its ultimate responsibility for maintenance, management and operation of the Condominium Property as set forth in Section 718.111(3), Florida Statutes.
- 9.3. **Additions, Alterations, or Improvements by the Association.** Whenever in the judgment of the Board, the Common Elements, or any part thereof, shall require capital additions, alterations, or Improvements (as distinguished from repairs, replacements, and preventative Maintenance) costing in excess of \$25,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations, or Improvements only if the making of such additions alterations or Improvements shall have been approved by (i) a majority of Voting Interests present in person or by proxy at a meeting at which a quorum is attained, and (ii) Institutional First Mortgagee subject to the limitations of Florida Statutes Chapter 718.110 as amended from time to time. Any such additions alterations or Improvements to such Common Elements, or any part thereof, costing in the aggregate \$25,000.00 or less in a calendar year may be made by the Association without approval of the Unit Owners, the cost and expense of same shall constitute a part of the Common Expense and shall be assessed to the Unit Owners as Common Expenses.
- 9.4. **Incidental 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.
- 9.5. **By Unit Owner.** By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Unit which is not to be maintained by the Association, or Master Association, pursuant to this Section, including, but not limited to the following;
- 9.5.1. all exterior doors, windows, screens and frames of any permitted improvement, which surfaces shall be maintained in such manner as to preserve a uniform appearance among the Units of the Condominium;
 - 9.5.2. interior paint, finishes, covering, wallpaper, drywall and decoration of all walls, floors and ceilings;
 - 9.5.3. all built-in shelves, cabinets, counters, storage areas and closets;
 - 9.5.4. any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within or serving the Unit;

- 9.5.5. all bathroom fixtures, equipment and apparatuses;
- 9.5.6. all electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits exclusively serving the Unit, and any and all electric lines between the Unit and its individual service panel or meter;
- 9.5.7. all interior doors, interior steps, non-load-bearing walls, and partitions;
- 9.5.8. all furniture, furnishings and personal property contained within the Unit; and
- 9.5.9. all other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

9.6. Maintenance of Limited Common Elements. Except as set forth otherwise herein, the Limited Common Elements shall be maintained, repaired and replaced by the Association as part of the Common Expenses of the Condominium; provided, however, that:

- 9.6.1. Each respective Unit Owner may utilize the portions of the lanais which are constructed adjacent to and connected with a Unit for the exclusive use of such Unit Owner, and the Unit Owner shall be responsible for the maintenance of all items placed within such lanais;
- 9.6.2. In the event such lanais contain screening and structures associated therewith, the Unit Owner shall be solely responsible for the maintenance, repair, replacement and reconstruction of all portions of such screening and the structures associated therewith in accordance with the rules and regulations of the Association; provided, however, the screening of any balcony shall be permitted only in accordance with the applicable provisions of this Declaration and with the prior written approval of the Association;
- 9.6.3. Each Unit Owner shall maintain the interior portions of the garage area which is permanently assigned for the exclusive use of the Unit Owner in accordance with the rules and regulations of the Association and as follows:
 - 9.6.3.1. Each Unit Owner shall be responsible to maintain, repair and replace all portions of such garage area bounded as follows:
 - 9.6.3.1.1. The volumes of space enclosed by the unfinished inner surfaces of perimeter walls, floors, and ceilings of such garage area, including vents, interior doors, windows and such other structural elements as are ordinarily considered to be enclosures of space;
 - 9.6.3.1.2. All dividing walls and partitions (including the space occupied by such interior walls and partitions) located within such garage area, excepting load-bearing interior walls and partitions; and
 - 9.6.3.1.3. The decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), ceilings and floors consisting of wallpaper, drywall, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the garage area;

- 9.6.3.2. No installations (excluding construction or installation of shelving or installation of freezer equipment) may be made by a Unit Owner without the prior written consent of the Board of Directors or an Architectural Control Committee created by the Board of Directors pursuant to the Bylaws;
- 9.6.3.3. The Unit Owner shall be solely responsible for the maintenance, repair and replacement of the automatic garage door opener which is designed to provide access to and from such garage area, and all equipment and appurtenances related thereto (for purposes of reference herein, the Unit Owner shall be the owner of such automatic garage door opener regardless of the fact that such opener is not located within the physical boundaries of the Unit);
- 9.6.3.4. The Unit Owner shall be solely responsible for the maintenance of all installations and tracks upon which the garage door will rise in order to provide ingress and egress to and from the garage area and all equipment and appurtenances related thereto;
- 9.6.3.5. The Unit Owner shall be solely responsible for the maintenance, repair, replacement and reconstruction of the garage door, which responsibility shall include, but shall not be limited to, the painting and general upkeep of the garage door and maintenance of all locks contained therein. Only paint of a type and color designated by the Board may be used to paint garage doors;
- 9.6.3.6. The Unit Owner shall be solely responsible for the payment of all costs for providing electric service to the garage area which is permanently assigned to the Unit Owner for such Unit Owner's exclusive use, and shall be solely responsible for the maintenance, repair, replacement and reconstruction of all installations related thereto;
- 9.6.4. Each Unit Owner shall be responsible for the maintenance, repair, replacement and reconstruction of any wiring and electrical outlets and, where applicable, light fixture(s) affixed to the exterior walls of the building in which the Unit is located, which exclusively serve the Unit;
- 9.6.5. Each Unit Owner shall be responsible for replacing the necessary light bulbs for said light fixture(s) by the same color and bulb wattage as originally installed or as otherwise determined and permitted by the Board;
- 9.6.6. Each Unit Owner shall be solely responsible for the maintenance, repair, and replacement of all air-conditioning equipment and all wiring and piping related thereto which serve the Unit and which are constructed on the Limited Common Elements or, as may be applicable, the Common Elements (for purposes of reference herein, the Unit Owner shall be the owner of all such air conditioning equipment and all wiring and piping related thereto regardless of such equipment, wiring and piping being located outside of the physical boundaries of the Unit).

Should any maintenance, repair or replacement of a portion of the Limited Common Elements which is the responsibility of the Association be caused by the Lessees, Guests, Invitees or Licensees of a Unit Owner, then such Unit Owner shall be

responsible therefor and the Association shall have the right to levy a fine against the Owner of said Unit to ensure compliance herewith.

- 9.7. **Incidental Damage.** Any damage to any Unit caused by, or as a result of, the negligent carrying out of the maintenance responsibilities of the Unit Owner, shall be repaired promptly by the Unit Owner.
- 9.8. **Intentional Damage.** Any damage to any part of the Common Elements caused by, or as the result of, any intentional act of a Unit Owner, the Unit Owner's family, agents, contractors, invitees, licensees or tenants, or by such Unit Owner in carrying out his maintenance responsibilities, if any, shall be repaired promptly at the expense of such Unit Owner.
- 9.9. **Maintenance Standard.** All property to be Maintained, repaired or replaced by a Unit Owner shall be Maintained at all times in a first-class condition and in good working order, if same affects the exterior appearance of the Association, so as to preserve a well-kept appearance throughout the Association. All property to be Maintained, repaired, or replaced by a Unit Owner which is inside of the Unit Owner's Unit and which does not affect the exterior appearance of the Association shall be Maintained at all times in a condition which does not and will not adversely affect any other Unit Owner, or any other portion of the Association Property.
- 9.10. **Additions, Alterations, or Improvements by Unit Owners.**
 - 9.10.1. **To the Common Elements.** There shall be no material alterations or substantial additions to Common Elements or Limited Common Elements of this Condominium, other than those specifically allowed elsewhere herein, except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) of the total voting interests of the Condominium, provided that no alterations or additions may be made to the Limited Common Elements of any particular Unit if such alteration or addition will adversely affect or prejudice the rights of such Unit Owner, unless his consent first has been obtained. The cost of the foregoing shall be assessed as Common Expenses unless otherwise provided herein. No Unit Owner shall make, or allow to be made, any addition, alteration or improvement of any manner (specifically including, but not limited to, satellite dishes, antennas and the like), to or on any Common Element or Limited Common Element without the prior written consent of the Association.
 - 9.10.2. **Open Space.** All open space areas contained within the Common Elements shall be preserved and developed solely as open space areas by the Developer, the Association or the Unit Owners in a manner detailed or contemplated herein or on the Condominium Plat. Neither the Association, the Developer nor the Unit Owners, without an appropriate amendment to the Development Order by the County, may utilize such areas for purposes other than as landscaped open spaces.
 - 9.10.3. **To the Units.** A Unit Owner may make alterations and improvements to a Unit so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the building in which such Unit is contained, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. A Unit Owner may not expand, enlarge or relocate the boundaries of such Owner's Unit. Other alterations or improvements to a Unit which are not discussed in this Declaration may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board in accordance with the Bylaws. As a condition to approval, the Board may require the

Unit Owner to submit plans and specifications and a time frame for the alterations or improvements. The Board may refuse to approve alterations or improvements based on, among other things, aesthetic considerations.

- 9.10.4. Floor Coverings.** Hard and/or heavy surface floor coverings, including, without limitation, tile, marble, or wood, in any area of a Unit, may not be installed without the prior written consent of the Association, except for in kitchen, bathroom and entry areas which have not been relocated or expanded to areas above the living rooms or bedrooms in the Units below, based on the locations shown in the floor plans attached hereto. The Association shall not approve the installation of hard and/or heavy surface floor coverings for which approval is required, unless the aggregate sound isolation and acoustical treatment carries a minimum Sound Transmission Classification (STC) of fifty (50) and a minimum Impact Isolation Classification (IIC) of forty-eight (48). The installation of the foregoing materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials for any ridged part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission).
- 9.10.5. Indemnification by Unit Owner.** A Unit Owner making or causing to be made any additions, alterations or improvements to the Unit or the Limited Common Elements as contemplated herein agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.
- 9.11. Use of Licensed Contractors.** If such license is required by city, county or state laws, ordinances or codes, an Owner shall only use a licensed contractor (or subcontractor) for Maintenance, repair, replacement, alteration, addition, or Improvement of any portion of the Unit. All persons, contractors, and subcontractors performing any work for an Owner must carry such liability insurance as state laws and licensure require and provide the Association with copies of such insurance. All persons, contractors, and subcontractors performing any work for an Owner must carry workers' compensation insurance unless exempt and a copy must be provided to the Association on request. The Association may limit access to certain daytime hours. All contractors and Owners are required to remove any construction debris daily.
- 9.12. Negligence.** The Owner of each Unit shall be liable for the expenses of any Maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his act or negligence or by that of any member of his Family or his Guests, Tenants, or Invitees. Each Unit Owner has a duty to Maintain his Unit, any Limited Common Element appurtenant to the Unit (except those Limited Common Elements required to be Maintained by the Association, as provided herein), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and Residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all reasonable costs of repair or replacement. If one or more of the Units involved is not Occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate and prevent further damage.

The Board of Directors may establish a list of precautionary duties that each Unit Owner is responsible to perform designed to reduce the incidences of accidents that may cause damage to other Units or the Common Elements. Failure by the Unit Owner to perform said duties shall create a rebuttable presumption that the Unit Owner was negligent and liable for such damage.

- 9.13. Failure to Maintain.** In the event that the Owner fails to perform any Maintenance, repair or replacement required by the Governing Documents, the Association shall have the right, but not the obligation, to perform the same and assess the Owner the costs thereof plus reasonable overhead which shall be secured by a lien against the Unit.

- 10. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM.** The administration and management of the Association shall be by the Association, which has 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 Governing Documents. The Association has the 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 is stated in the Bylaws. Without limiting the foregoing, the Association has 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 of any Common Elements or of any portion of a Unit to be Maintained by the Association, or the Master 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, 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 Association 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 Association Property.
- 10.2. Assessments and Charges.** The power to make and collect regular Assessments, Special Assessments, and other Charges against Unit Owners.
- 10.3. Official Records.** The Association shall maintain its official records as required by law. The records shall be open to inspection by Members or their authorized representatives at reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Member seeking copies.
- 10.4. Roster.** The Association shall maintain a current roster of names and mailing addresses of Unit Owners. A copy of the roster shall be made available to any Member upon request. Additionally, the Association may maintain the electronic mailing addresses designated by Members for receiving notice by electronic transmission of those Members consenting in writing to receive notices and documents by electronic transmission. The electronic mailing addresses and telephone numbers provided by Members to receive notices and documents by electronic transmission shall be removed from Association records and not made available to other Members when consent to receive notice by electronic transmission is revoked in writing and sent to the Association. The Association, however, is not liable for an erroneous disclosure of the electronic mailing address or the number for receiving electronic transmission of notices.

- 10.5. **Acquisition or Transfer of Real or Personal Property.** The power to acquire real property and transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of the Unit Owners with the same approval of Unit Owners as is needed to amend the Declaration. No Unit Owner approval is required to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Unit. No Unit Owner approval is required for the acquisition or disposition of real property necessary, as determined by the Board, to address legal description or survey errors, or boundary or ownership disputes or uncertainties.
- 10.6. **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.
- 10.7. **Fees For Use of Common Elements.** No fees may be charged for Member use of Association Common Elements. Owners may invite Guests to parties using Common Elements, but not to the exclusion of other Owners.
- 10.8. **Lease of Association Property or Common Elements.** The power to Lease Association Property or Common Elements, as authorized by the Board, including, but not limited to, the Lease of Building roof areas and other Common Elements for antennas or other telecommunications and similar equipment, 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.
- 10.9. **Delegation.** The power to enter into contracts with others, for valuable consideration, for Maintenance and management of the Association Property and Association Property and, in connection therewith, to the extent permitted by applicable law and unless otherwise provided in this Declaration, the power to delegate such power or its other powers and rights under this Declaration to its Officers, committees, management, or other agents, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.
- 10.10. **Regulations.** The power to adopt and amend Rules and Regulations covering the details of the operations and use of the Association Property.
- 10.11. **Surface Water Management.** The Association shall Maintain the Surface Water Management in the Association Property. Any personal property Improvements to the Surface Water Facility shall be owned by the Association. The Association shall include in its annual budget an Assessment for the anticipated costs of Maintaining the Surface Water Management, if needed. Any amendment that affects the management of the Surface Water Drainage Facility must be approved by the South Florida Management District.
- 10.12. **Limitation Upon Liability of Association.** The Association is not liable to Unit Owners for injury or damage, other than for the cost of Maintenance and repair caused by any latent condition of the Association Property. Further, the Association shall not be liable for any such injury or damage connected with any alterations or Improvements done by or on behalf of any Unit Owners, regardless of whether or not approved by the Association.
- 10.13. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION**

(COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- 10.13.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES 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;
- 10.13.2. 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 THE PREVENTION OF TORTUOUS ACTIVITIES; AND
- 10.13.3. ANY PROVISIONS OF THE ASSOCIATION 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 (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL 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 AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

- 10.14. **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 Unit.
- 10.15. **Approval or Disapproval of Matters.** Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed

by the same person who would cast the vote of such Owner at an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.

- 10.16. Acts of the Association.** Unless the approval or action of the Unit Owners, or a certain specific percentage of the Board, is specifically required in this Declaration, the Articles or Bylaws, applicable Rules and Regulations or applicable law, all approvals, consents, or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Unit Owners, and the Board may so approve and act through the proper Officers of the Association without a specific resolution. The approval or consent of the Association or the Board shall be evidenced by a written instrument signed by any Director or Officer of the Association. When an approval, consent or action of the Association is permitted to be given or taken, such approval, consent or action may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such approval, consent, or action without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

- 11. ASSESSMENTS AND CHARGES.** The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both General Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, Special Assessments for unusual, nonrecurring or unbudgeted Common Expenses, and Capital Improvement Assessment for the acquisition, installation or construction (as distinguished from maintenance, repairs and replacement) of any capital improvements located or to be located within the Common Elements. The Association may also levy special Charges against any individual Unit for any amounts, other than for Common Expenses, which are properly chargeable against such Unit under the Governing Documents.

- 11.1. Determination of Assessments.** Assessments by the Association against each Owner, and against each Unit, shall be based upon the annual budget, adopted by the Board as specified herein. The Assessment for each Unit shall be a pro rata share in relation to Member's ownership of Common Elements. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association, or in the event of emergencies, the Board shall have the authority to levy such additional Assessments as it shall deem necessary. Any such change shall be adopted consistent with the provisions of the Bylaws.

- 11.1.1. Annual Budget.** The Board shall, in accordance with the Bylaws of the Association, establish an annual budget in advance for each fiscal year. The annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses set forth in Section 718.504(21) of the Florida Statutes.

- 11.1.2. General Operating Reserve.** The Board, when establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Owners, as a result of emergencies, or for structural integrity reserve studies, or for other reason placing financial stress upon the Association. If the amount to be reserved for an item is not in the Association's initial or most recent structural integrity reserve study or the Association has not completed a structural integrity reserve study, the amount must be

computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the reserve item. The annual amount allocated to such “non-statutory operating reserves” and collected therefore shall not exceed ten percent (10%) of the current General Assessment levied against the Owners of all Lots. Upon accrual in the operating reserve of an amount equal to twenty-five percent (25%) of the current General Assessment, no further payments shall be collected from the Owners as a contribution to such operating reserve, unless it shall be reduced below the twenty-five percent (25%) level, in which event the General Assessment against each Owner and Unit may be increased to restore the operating reserve to an amount which will equal twenty-five percent (25%) of the current annual amount of said Assessment.

- 11.1.3. Special Assessments For Capital Improvements.** In addition to the General Assessment authorized above, the Association may levy, in any financial year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any acquisition, installation or construction (as distinguished from maintenance, repairs and replacement) of a Capital Improvement upon the Common Area, including fixtures and personal property related thereto and for other purposes as designated by the Association, provided that any such Assessment shall have the assent of a majority of the votes of Members who are present and voting in person or by proxy at a meeting duly called for this purpose.
- 11.1.4. Special Assessments and Capital Improvement Assessments.** Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that if such Special Assessments, in the aggregate in any year, exceed \$25,000.00, or if such Capital Improvement Assessments, in the aggregate in any year, exceed \$25,000.00, the Board must obtain approval of a majority of the Voting Interests represented at a meeting at which a quorum is attained.
- 11.2. Liability for Assessments and Charges.** A Unit Owner is liable for all Assessments and Charges coming due while he is the Unit Owner. Except as provided in the Act specifically Florida Statute Chapter 718.116, as amended from time to time, any person which acquires title to a Unit is jointly and severally liable with his predecessor in title for all unpaid Assessments and Charges against the predecessor for his share of the Charges and Assessments, including interest, late fees, reasonable 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 on behalf of the transferor by the transferee.
- 11.3. No Waiver or Excuse from Payment.** The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Owner may be excused from payment of his share of the Common Expenses unless all Owners are likewise proportionately excused from payment, except as provided below as to certain mortgagees.
- A First Mortgagee acquiring title to a Unit as a result of foreclosure, or deed in lieu of foreclosure, may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

- 11.4. Delinquency or Default.** The payment of any Assessment or installment thereof due to the Association shall be in the default if not paid to the Association on or before the due date thereof. The Association may accelerate Assessments of an Owner delinquent in payment of any Assessment or installment thereof due. Accelerated Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien is filed.
- 11.5. Failure to Pay: Interest and Late Fees.** Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. Assessments shall be deemed paid when received by the Association. Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each delinquent installment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent Assessments. No payment by check is deemed received until the check has cleared. As a courtesy, a reminder letter may be sent by the Manager and/or Accounting Firm to Unit Owners from whom payment has not been received within ten (10) days of the required due date. The failure of an owner to receive such notice does not invalidate any further collections actions, this reminder letter may be sent strictly as a courtesy.
- 11.6. Recording of Priority of Lien.** The lien of the Association shall be effective from and after recording in the Public Records of the County, a claim of lien stating the description of the Unit encumbered thereby, the name of the record Owner and the amount and date when due. No such lien shall continue for a longer period than one year after the claim of lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall include only Assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an Officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate and inferior to the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded. Any Lease of a Unit is subordinate and inferior to any Claim of Lien of the Association, regardless of when the Lease was executed.
- 11.7. Notice of Intention to Foreclose Lien.** So long as required by law, no foreclosure judgment may be entered until at least forty-five (45) days after the Association gives written notice to the Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. The notice must be given by delivery of a copy of it to the Owner or by certified mail, return receipt requested, addressed to the Owner at his last known address; and, upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Owner or a mailing address at which the Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Owner records a Notice of Contest of Lien as provided in the Act. The notice requirements do not apply if an action to foreclose a mortgage on the Unit is pending before any court; if the rights of the Association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the Owner.
- 11.8. Other Remedies.** The Board has 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, the 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.

11.8.1. Suspension of Use and Voting Rights. If an Owner is delinquent for more than 90 days in paying a monetary obligation due to the Association, the Association may suspend the right of an Owner or an Occupant, Tenant, Licensee, or Invitee to use Common Elements, Common Facilities, or any other Association Property until the monetary obligation is paid. The Association may also suspend the voting rights of an Owner due to nonpayment of any monetary obligation of one thousand (\$1,000.00) dollars or more to the Association which is more than ninety (90) days delinquent for so long as the Owner remains delinquent.

11.8.2. Attachment of Rental Income. 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 Governing Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

11.9. 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 Owner or expenses which the Association incurs in regard to an 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 Owner alterations or additions or other items of Owner insurance, or Maintenance responsibility in connection with the Association's discharge of its Common Element Maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal 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.

11.10. Certificate As To Assessments. Within fifteen (15) business days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee as allowed by law for the preparation of the certificate.

12. LEASING. 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. Guests and Tenants shall not be allowed to have pets.

- 12.1. **Regulation by Association.** The Board of Directors shall have the authority to approve all Leases and Rentals. The Board shall have the authority to promulgate or use a uniform Lease, license or Rental application and require such other information from the proposed Lessees as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed Tenants to a committee, or a commercial Tenant screening concern. The Board may conduct, or cause to be conducted, background checks and credit checks on all proposed Occupants.
- 12.2. **Fees and Deposits for the Lease of Units.** Whenever herein the Board's approval is required to allow the Lease of a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a Lease with the same Lessee. The Association may also require any security deposits that are authorized by the Act as amended from time to time which security deposit shall protect against damage to the Common Elements or Association Property. Handling of the security deposit and claims against the security deposit shall be in accordance with the Act, as the same may be amended from time to time.
- 12.3. **Leasing Term and Frequency.** Only entire Units may be Leased. The minimum Rental period is thirty (30) days. All Leases shall be for a consecutive period of Occupancy. Leases may be extended or renewed subject to prior approval of the Board. Owners shall not falsely represent that Occupants who pay or provide consideration to the Owner to use the Unit are non-paying Guests to avoid the minimum Rental periods. No subleasing or assignment of Lease rights by the Lessee is allowed, including the sub-lease of an individual room. Short term leases (a minimum and maximum of 30 days) with four (4) or less persons who are unrelated may be approved pursuant to this Declaration.
- 12.4. **Notice.** Any Owner intending to Lease or extend or renew a Lease that would result in a Tenant having possession of a Unit shall submit a copy of the proposed Lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the intended Lease.
- 12.5. **Board Action.** After the required notice and all information including a thorough background check (SSN) or interviews requested have been provided, the Board shall have thirty (30) days in which to approve or disapprove the proposed Lease. If the Board neither approves or disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the Lessee.
- 12.6. **Approval Process; Disapproval.** If the Association disapproves a proposed Lease or renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the Lease shall not be made, renewed, or extended. Factors used by the Association to deny an application may include, but not be limited to ("Disapproval Criteria"):
 - 12.6.1. The Person seeking approval (which includes all proposed Occupants or Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:
 - 12.6.1.1. a capital, first-, or second-degree felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

- 12.6.1.2. a felony involving damage to or theft of property;
- 12.6.1.3. a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior;
- 12.6.1.4. a first- or second-degree felony involving illegal drugs;
- 12.6.1.5. any drug offense involving the manufacture and/or distribution of illegal drugs.
- 12.6.2. The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;
- 12.6.3. The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;
- 12.6.4. The proposed Occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation;
- 12.6.5. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Association as a Tenant, Resident, Occupant or Guest;
- 12.6.6. By way of example, but not limitation, an Owner allowing a Tenant or transferee to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;
- 12.6.7. The Owner or person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material or information during the application process;
- 12.6.8. The Owner has a history of Leasing his Unit without obtaining approval, or Leasing to troublesome Lessees or refusing to control or accept responsibility for the Occupancy of his Unit;
- 12.6.9. The Owner has a history of disregarding the Rules and Regulations of the Association, including without limitation, prior covenant violations, delinquencies or disregard of the Leasing provisions;
- 12.6.10. The real estate company or Rental agent handling the Leasing transaction on behalf of the Owner has a history of screening Lessee applicants inadequately, recommending undesirable Lessees, or entering into Leases without prior Association approval;
- 12.6.11. All Assessments, fines and other Charges against the Unit have not been paid in full.
- 12.7. **Unapproved Leases.** Any Lease of a Unit not approved pursuant to this Article shall be void and unenforceable unless subsequently approved by the Board. The Association shall have the right

to evict the Tenant without securing the consent from the Owner. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord and all attorney fees and costs shall be the responsibility of the Owner and shall constitute a Charge and may be collected as provided for in this Declaration.

- 12.8. Occupancy During Lease Term.** No one but the Tenant and their Family within the first degree of relationship by blood, adoption or marriage may Occupy the Unit.
- 12.9. Collateral Assignment of Rents.** In the event an Owner is in default in payment of Assessments for Common Expenses, or any other monetary amounts owed to the Association, the Association shall have the authority to collect Rents directly from the Tenant. Such Rental payments shall be applied in accordance with the Act until all past due amounts are paid in full. The rights contained herein are in addition to any rights granted by law.
- 12.10. Tenant Agreement to Covenants.** All Leases must and shall be deemed to contain the agreement of the Tenants to abide by all of the Covenants of the Governing Documents and must and shall be deemed to provide that a violation of the Lease or the Governing Documents by the Tenant or any of his Guests is a breach and event of default of the Lease and grounds for damages, termination and eviction and that the Tenant and the Unit Owner agree that the Association may proceed directly against such Tenant(s) and that the Tenant(s) shall be responsible for the Association's costs and expenses, including reasonable attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the Tenant(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 the Unit Owner's agent to bring actions in the Unit Owner's name and at the Unit Owner's expense including injunction, damages, termination and eviction. The Unit Owner agrees to provide, or cause his Rental agent to provide, to the Tenant(s) a copy of the pertinent provisions of the Rules and Regulations at or before the commencement of the Lease term.
- 12.11. Attorney Fees and Costs.** All reasonable attorney fees and costs associated with any legal action taken against a Tenant or Occupant shall be the responsibility of the Owner. This includes, but is not limited to, all attorney fees and costs incurred by the Association in connection with a covenant enforcement matter, collateral assignment of Rents, or legal action with regard to a Tenancy or Occupancy issue, termination of a Lease, or eviction of any Lessee or Occupant.
- 12.12. Use of Common Elements and Common Areas.** To prevent overtaxing the facilities, an Owner whose Unit is Leased may not use the recreation or parking facilities of the Association during the Lease term.
- 13. APPROVAL OF SALES AND TITLE TRANSFERS.** In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Unit Owner is subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe.

NOTE: Any person who was not approved as part of the conveyance to the present Owner must be approved in advance of taking Occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an ownership interest in the Unit.

- 13.1. Ownership.** No Unit may be owned by any person for the purpose of using such Unit, and no Unit shall be used, as a short-term or transient accommodation for several Families or other individuals, whether as a timeshare or fractional or other shared ownership, nor used as Guest accommodations

for (i) employees, suppliers, or customers of a business organization or (ii) employees, members or other agents of religious, charitable or other organizations. “Unit Sharing” by multiple Families and “Fractional Ownership” are prohibited. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be owned or used for the foregoing prohibited purposes.

13.2. Transfers Subject to Approval.

13.2.1. Sale or Other Transfer. Except for transactions that do not involve a transfer of beneficial Ownership (such as a revocable trust in which the Owner retains control), no Owner may dispose of a Unit or any interest in same (i) by sale or other title transfer or (ii) by other means (including agreement for deed, installment sales contract, Lease-option, or other similar transactions), without prior written approval by the Board. Review and approval of transfer applications may be delegated to an Officer, a Committee, or an agent, provided that no Officer, Committee, or agent may deny a requested transfer of a Unit without the concurrence of a majority of the Board.

13.2.2. Gift. Except for transactions that do not involve a transfer of beneficial Ownership (such as a revocable trust in which the Owner retains control), if any Unit Owner is to acquire his title by gift, his ownership of his Unit shall be subject to the prior approval of the Board.

13.2.3. Devise or Inheritance. If any Owner acquires his title by devise, inheritance, or through other succession laws, his right to Occupy or use the Unit shall be subject to the approval of the Board. The approval shall not be unreasonably denied to any successor in interest who was the prior Owner’s lawful spouse at the time of death or was related to the Owner by blood or adoption within the first degree.

13.2.4. Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to Occupy or use the Unit before being approved by the Board under the procedures outlined herein.

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

13.3.1. Notice to Board of Directors; Sale. A Unit Owner intending to make a bona fide sale or other title transfer of his Unit or any interest in it, including gifts, transfers to natural persons or artificial entities, and the grant of partial estates, shall give to the Board written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit Occupants.

13.3.2. Notice to Board of Directors; Devise or Inheritance. The transferee must notify the Board of his ownership interest and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably

require. The transferee shall have no Occupancy or use rights until and unless approved by the Board.

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

13.3.4. Board Action. Within thirty (30) days after the receipt of notice and all information or interview request, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association, or the Community Association Manager, in recordable form and delivered to the transferee. If the Board neither approves nor disapproves the transfer within the time set forth above, such failure shall be deemed the equivalent of approval and on demand the Board shall issue a Consent of Transfer to the transferee.

13.4. Disapproval by Board of Directors. If the Board shall disapprove a transfer or continuance of Ownership of a Unit, the matter shall be disposed of in the following manner:

13.4.1. Disapproval for Good Cause. Disapproval of title transfers or the continuation of ownership pursuant to this Article shall be made by the Board if it is determined that the potential Owner does not facially qualify for membership in the Association, or if the proposed transaction will result in a violation of the Governing Documents. The Disapproval Criteria established herein, and any substantially similar considerations, may be deemed to constitute good cause for disapproval.

If the Board disapproves a transfer for good cause, the Association has no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board. The ability to conduct background investigations and the extent of such investigation, if any, shall be as determined by the Board in its reasonable discretion, acting in good faith.

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

14. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Association Property and for the protection of the values of the Units, the use of the Association Property shall be restricted and in accordance with the Rules and Regulations.

14.1. Occupancy of Units; Single Family Residence. A Unit shall be used only as a Single Family residence. As used in the Governing Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. For purposes of these Governing Documents, reside means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may

reside in a Unit as an Owner, Resident, or Family member or for any reason Occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year unless said person's Occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider the Disapproval Criteria established herein to constitute good cause for disapproval and may charge a reasonable fee for review of Occupancy requests.

14.1.1. Guest Suspension. The Board may, at a duly noticed meeting, temporarily suspend or permanently ban a Guest from entering the Property if the Board finds that such person has engaged in a serious violation of the Governing Documents or applicable law upon the Association Property or has engaged in systematic violations of the Governing Documents or applicable law upon the Association Property. Prior to the imposition of such suspension or ban, the Owner shall be given at least fourteen (14) days' notice of an opportunity before a hearing before the Board to show cause why the suspension or ban should not be imposed. The decision of the Board shall be final and shall not be subject to any requirement for a hearing before any type of Committee.

14.2. Residential Business Uses. Each of the Units shall be Occupied and used only for residential purposes, and not for business, commercial, or other purposes, provided any Unit may be used as a home office so long as same does not involve customers, patients or the like coming to the Unit and so long as such use is not otherwise apparent from the exterior of the Unit.

The Association does not permit transient accommodations. Any such efforts to use the Unit in a transient fashion and inconsistent with this Declaration will be denied. Offering Units through such programs as VRBO, HomeAway and Airbnb, and similar companies are not permitted.

14.3. Animals. Owners shall be permitted to keep two (2) domestic cats, two (2) domestic dogs, or one (1) domestic cat and (1) domestic dog in a Unit. The Board may require the permanent removal from the Condominium Property of any such pet that becomes a source of annoyance or nuisance to any other Owner or Resident. Guests and Tenants shall not be allowed to have pets.

14.3.1. Animals must be under handheld leash or carried at all times while outside the Unit, and therefore electronic devices such as fences to control animals are not permitted.

14.3.2. Excrement made by animals shall be removed by Owners or handlers immediately, placed in a sealed container, and deposited in the Owner's solid waste container. All Unit Owners must take a means to remove droppings with them when walking their pet.

14.3.3. Potentially dangerous animals such as, but not limited to, dog breeds as follows: Doberman Pinscher, Staffordshire Terrier, Chow Chow, Presa Canarios, Akita, Wolf Hybrid, Rottweiler, Pit Bull, German Shepard, Cane Corso, Bullmastiff, Alaskan Malamute, Siberian Husky, Great Dane, Bull Terrier and American Bulldog, are prohibited. Animals that are, in the sole discretion of the Board of Directors, vicious, noisy, or otherwise unpleasant will not be permitted. In the event that an animal has, in the sole opinion of the Board, threatened a person or another's animal, has become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the animal, and the animal shall be permanently removed from the Association

14.3.4. Any Owner or other Resident who keeps or maintains any animal shall, in exchange for and in consideration of the privilege to keep the animal, hereby indemnify and hold

the Association and each Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping of such animal within the Association.

14.3.5. The Board has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions. The granting of exceptions shall not be deemed to be a waiver of the right to enforce the restrictions in other cases.

14.3.6. Feeding of wildlife and other animals, especially ducks, bears, panthers, turtles, or fish (ducks, turtles, manatees, alligators, iguanas, snakes, bob cats, wild cats) is expressly prohibited and subject to fining by the Association. Leaving food unattended so that wildlife or roaming animals can easily find it is considered to be feeding wildlife. The Association will not hesitate to notify the appropriate authorities if feeding wildlife occurs.

14.4. Service Animals and Emotional Support Animals (ESA). Service animals and ESAs are subject to restrictions on all animals pursuant to Section 14.3. herein except where such restriction would conflict with the Fair Housing Act or other applicable law. Service animals and ESAs must be approved by the Board before the animal can be brought on the Association Property. Service animals and ESAs requests for reasonable accommodations shall be addressed in accordance with the Fair Housing Act. There shall be no fee for the approval of service animals or ESAs. The following is required by the Board for approval of service animals and ESAs:

14.4.1. A letter from a licensed healthcare professional supporting the existence of a valid disability requiring a service animal or ESA. The letter must include the healthcare professionals full name, valid license number, place of business, and the date of last in-person care provided.

14.4.2. If requesting more than one ESA, the healthcare professional must reasonably support the need for each additional animal.

14.4.3. Proof of training for service animals.

14.5. Vehicles; Parking. In order to ensure the accessibility to the Property by fire, ambulance and other emergency personnel, the Board shall have the authority to establish parking policies. Said restrictions shall become enforceable upon providing each Owner with notice thereof either through written notice to the Owners or the posting of signs. The parking facilities shall be used in accordance with the regulations adopted by the Board from time to time. No portion of the vehicle may extend out, over, or past the edge of the driveway abutting the roadway. All vehicles owned by a Unit Owner shall at all times be parked within the garage area or driveways permanently assigned to such Unit Owner; and may not be parked on other areas of the Condominium Property. All vehicles of guests shall be parked in Owner's driveway or designated guest parking areas. Unit Owners and residents shall not park their vehicles in any areas designated for guest parking. The Association shall have the right to order the towing of any vehicle, at the Owner's expense, not complying with the above rules. No more than three (3) cars may be parked on the driveway belonging to the Unit Owner or Tenant. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours, and no repair of vehicles shall be made on the Condominium Property

- 14.6. Boats and Trailers.** No Unit Owner shall store or leave any boat or trailer on the Condominium Property; however, an Owner may store a boat or trailer in the garage area assigned to such Unit if the boat or trailer fits in the garage with the garage door closed. Nothing contained herein shall be interpreted to allow a Unit Owner to park his other vehicles anywhere other than in the garage area assigned to the Unit.
- 14.7. Garage Doors.** All garage doors shall be kept closed at all times except when entering and exiting the garage area or when the Unit Owner is physically present in the garage area. Any Unit Owner desiring to paint the garage door assigned to the Unit shall only use paint of the type and color specifically designated by the Board. Further, the Association may require a Unit Owner to paint such garage door if, in the reasonable discretion of the Association, the garage door is in need of repainting.
- 14.8. Towing.** Any vehicle that is parked in violation of the Association's restrictions may be towed or booted. No prior notice is required. All costs and expenses shall be borne by the owner of the vehicle. The Association is not liable for trespass or for any damage to a vehicle that is towed or booted by a licensed and insured company. Owners and Lessees are responsible to see that all of the Occupants of their Units, Guests, and Invitees, comply with the Association's parking restrictions. Owners shall indemnify, defend, and hold the Association harmless from all claims against the Association on account of towing or booting a vehicle, including claims against the Association asserted by any Occupant of the Unit, Guests, and Invitees, excepting only if it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability.
- 14.9. Architectural and Landscaping Control.** No Unit Owner may make any structural or non-structural alterations or additions to the Unit, Limited Common Elements or Common Elements without the express written consent of the Board of Directors or Architectural Control Committee, as the case may be. No Owner may make any change to the exterior of the Unit, or to the interior of the Unit if visible from outside the Unit, without the express written consent of the Board. Specifications showing the nature, kind, shape, height, materials and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an Architectural Control Committee as permitted in the Bylaws.
- 14.10. Exterior Improvements or Alterations.** No awning, canopy, shutter, antenna, satellite dish or other projection shall be attached to or placed upon the outside walls, doors or roof of a Unit or building, without the written consent of the Board of Directors of the Association. No balcony may contain or include an unapproved screen enclosure or other similar structure unless the Unit Owner has first obtained the written consent of the Board of Directors or the Architectural Control Committee, as the case may be. The Board may adopt plans and specifications permitting the construction and/or installation of screen enclosures or other similar structures, it being the Associations intention to maintain a uniform appearance of balcony areas in the Condominium.
- 14.11. Master Association; Architectural Review Committee.** The standards stated above are for the purpose of establishing general architectural and landscaping standards and minimum restrictions for the Association community wide. Kings Greens at Majestic Condominium Association, Inc. may adopt more stringent standards, but cannot allow items that are forbidden by the Master Declaration of Cypress Pines Property Owners Association.
- 14.12. No Improper Uses.** No improper, offensive, hazardous or unlawful use shall be made of the

Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or Bylaws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section.

- 14.13. Nuisances.** No Owner shall use his Lot or Association Property, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the Occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first-class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Governing Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner. The Board of Directors' determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.
- 14.14. Rules and Regulations.** The Board may, from time to time, adopt and amend Rules and Regulations governing the and restricting the use and Maintenance of the Lots, provided however, that copies of such Rules and Regulations are furnished to each Owner prior to the time that they become effective.
- 14.15. Signs.** No Unit Owner shall post or display, or permit to be posted or displayed, any signs within or outside of their Unit, including, without limitation, "For Sale", "For Rent", "Open House", or similar signs. The foregoing includes signs on the interior of a Unit which are visible from the exterior of the Unit.
- 14.16. Temporary or Permanent Structures.** No structure of a temporary or permanent character, including but not limited to, basements, tents, shacks, garages, barns. Moving pods, storage units, or other out buildings shall be used, placed or erected on any of the Common Elements without the prior written approval of the Board of Directors, or the Architectural Control Committee, or the Master Association's Architectural Review Committee, as the case may be, as to its location, design, architecture and appearance. In regards, to moving pods or temporary storage units, the units must be placed fully on the driveway of the unit for no more than 20 days from the date of the written approval from the Board of Directors or the Architectural Control Committee.

15. ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES.

- 15.1. Mortgage Foreclosure.** If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the liability of the mortgagee for the share of Common Expenses or Assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Parcel, which came due prior to the mortgagee's acquisition of title shall be governed by the Act, as it may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Owners, including the acquirer and his successors and assigns. No Owner or acquirer of title to a Condominium Parcel by foreclosure (or by a deed in lieu of foreclosure) may during his period of ownership, whether or not the Parcel is Occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

15.2. In addition to all other rights herein set forth, Institutional Mortgagees shall have the rights to:

15.2.1. Examine the Association's books; and

15.2.2. Receive the notice of Association meetings and attend such meetings; and

15.2.3. Receive notice of an alleged default by any Owner for which such mortgagee owns a mortgage which is not cured within thirty (30) days of notice to such Owner; and

15.2.4. Receive notice of any substantial damage or loss to any portion of the Condominium Property; and

15.2.5. Receive notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

15.2.6. Receive notice of any proposed action which would require the consent of a specified percentage of Institutional Mortgagees; and

15.2.7. Receive notice of any proposed amendment of this Declaration, the Articles, or the Bylaws, which requires the consent of any Institutional Mortgagees, or which affects a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or Limited Common Elements appertaining to any Unit with a liability for Common Expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted; and

15.2.8. Receive notice of any proposed termination of the Condominium, in whole or in part.

15.2.9. Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

15.2.10. As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section shall not be unreasonably withheld.

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

16.1. **Duty and Authority to Obtain.** All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

16.2. **Coverage.** All provisions pertaining to insurance coverage shall be construed in accordance with the Act, and insurance policies purchased by the Association shall be intended to comply with all coverage requirements of the Act.

16.3. **Insurance Trustee.** The Board of Directors shall have the option, in its sole discretion, of appointing an Insurance Trustee hereunder. If the Board of Directors fails or elects not to appoint such Trustee, the Board of Directors will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

16.4. **Purchase, Custody and Payment.**

- 16.4.1. **Purchase.** All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida meeting all criteria established by the Board or the Act and any rules promulgated thereunder.
- 16.4.2. **Named Insured.** Under all insurance policies purchased by the Association, the named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
- 16.4.3. **Custody of Policies and Payment of Proceeds.** All insurance policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed) or Association, and such policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed) or Association.
- 16.4.4. **Copies to Mortgagees.** One (1) copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- 16.4.5. **Exceptions from Association Responsibility; Unit Owner's Personal Coverage.** Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon any property lying within the boundaries of their Unit (i.e. personal property and permitted fixtures contained therein), or for their personal liability and living expense or for any other risks not otherwise insured in accordance herewith.
- 16.4.6. Unit Owners may be required to purchase flood insurance for their respective Units if such insurance is required by their mortgagees. In the event flood insurance is required, such insurance shall be for the lesser of one hundred percent (100%) of the current replacement cost of the Unit as contained within the building, or the maximum amount of flood insurance available with regard to such property.
- 16.4.7. The Association may obtain flood insurance on the buildings and any other improve-ments constructed on the Condominium Property.
- 16.4.8. **Owners Insurance.** Each Unit Owner is required to purchase and maintain adequate insurance coverage for his or her own Unit, and the personal property therein, including all alterations, additions and improvements made to the Unit or the Common Elements by the Unit Owner or his or her predecessors in title, including but not limited to all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, window treatments (including curtains, drapes, blinds, hardware, and similar window treatment components), or replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit, and any improvements installed by a current or former Unit Owner if the improvement benefits only the Unit Owner for which it was installed regardless of whether the improvement is located within that Unit. The Unit Owner shall also insure those items which the Unit Owner is obligated to insure, or which the Association may

exclude from its insurance responsibility, by virtue of the Condominium Act as the same may be amended from time to time. The Unit Owner shall bear the financial responsibility for any damage to his property or liability to others and may not pursue a claim for damages against the Association or others, for damage which would be covered under a customary policy for condominium units in this region of the State, should the Unit Owner fail to maintain such insurance. Unless waived by resolution of the Board the policy must also: (i) include personal liability coverage, (ii) include special assessment coverage of no less than \$2,000.00 per occurrence (or another amount established by the Board), and (iii) not contain rights of subrogation against the Association. The insurance obtained by the Unit Owner shall be in amounts deemed sufficient by the Board, which may establish additional and supplemental individual Unit Owner's insurance obligations from time to time through the Rules and Regulations. The Board may require that Unit Owners provide certificates of insurance, or other appropriate evidence of such insurance coverage. If a Unit Owner fails or refuses to maintain such insurance coverage deemed reasonably necessary by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become ineffective, the Association may but is not obligated to, purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs incurred by the Association in procuring insurance shall become due and payable by the Owner in all respects, together with interest, reasonable attorney's fees and costs of collection, immediately upon the Association notifying the Owner, in writing, that it has procured such insurance, and the costs thereof. The Association shall be a named additional insured and loss payee on all hazard and liability policies obtained by the Unit Owner pertaining to the Unit. A Unit Owner's policy must conform to the requirements of Section 627.714, Florida Statutes, as may be amended from time to time.

- 16.4.9.** It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

16.5. Coverage Responsibilities of Association. The Association shall use its best efforts to obtain and maintain adequate insurance covering the following:

- 16.5.1. Casualty.** Insurance covering loss or damage to the Common Elements and all other portions of the Condominium Property which the Association is responsible to maintain under the terms of this Declaration, and all items for which the Association is required under applicable provisions of the Act to insure against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage, and vandalism and malicious mischief endorsements (collectively, the "Insured Property"). Such policies may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- 16.5.2. Liability.** Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, and with a cross liability

endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa, if such endorsement is obtainable.

- 16.5.3. **Worker's Compensation.** Worker's Compensation Insurance and other mandatory insurance, when applicable.
- 16.5.4. **Fidelity Insurance.** Fidelity Insurance as required by the Act, covering all persons who control or disburse Association funds, such insurance to be in the amount required by Law and determined by the Board.
- 16.5.5. **Association Property.** Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- 16.5.6. **Other Insurance.** Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- 16.5.7. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the Developer, any management firm and its respective employees and agents, and against the Unit Owners individually and as a group; (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, any management firm or its respective employees and agents, one (1) or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of the management firm or the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.
- 16.5.8. Every casualty insurance policy obtained by the Association shall have the agreed amount and inflation guard endorsement unless the Board finds such endorsement is unobtainable or economically infeasible.
- 16.6. **Additional Provisions.** All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may wish to obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 16.7. **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for a management firm employee may be paid by the management firm pursuant to a Management Agreement. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 16.8. **Insurance Trustee: Share of Proceeds.** All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the management firm, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Association or Insurance Trustee, which Insurance Trustee may be designated by the Board of Directors and which, if so appointed, shall

be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee.

- 16.8.1. **Insured Property.** Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit; provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of this Section.
- 16.8.2. **Mortgagees.** No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 16.9. **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
 - 16.9.1. **Expenses of the Trustee.** All expenses of the Insurance Trustee shall be paid first or provision shall be made therefor.
 - 16.9.2. **Reconstruction or Repair.** If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s).
 - 16.9.3. **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided herein, and distributed to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all distributions shall be made directly to the Unit Owner.
 - 16.9.4. **Certificate.** In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.
- 16.10. **Association as Agent.** The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

17. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

- 17.1. Determination to Reconstruct or Repair.** Subject to the immediately following subsection, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property, and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If the Insurance Trustee has not been appointed, then the Board of Directors shall act as if it were the Insurance Trustee hereunder.
- 17.1.1.** If seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if eighty percent (80%) of the total voting interests duly and promptly resolve not to proceed with the repair or restoration thereof, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective mortgagee(s).
- 17.1.2.** Whenever in this Section the words “promptly repair” are used, it shall (except in the case of a disaster of regional impact) mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired. In the case of a disaster of regional impact, “promptly repair” shall mean in a reasonable amount of time based on the circumstances as determined by the Board of Directors.
- 17.2. Plans and Specifications.** Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and the then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors and the then applicable building and other codes.
- 17.3. Disbursement.** The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order;
- 17.3.1. Association - Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than or equal to \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors.
- 17.3.2. Association - Major Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (a) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.
- 17.3.3. Unit Owners.** If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance

shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s) or, at the direction of the Board, such balance may be considered Common Surplus.

17.3.4. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor to determine whether a disbursement is to be made from the construction fund, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

17.4. Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.

17.5. Responsibility of Unit Owners. If damage occurs to the Units, the maintenance and responsibility of which lies solely upon the respective Unit Owners, then each Unit Owner shall be solely responsible for all necessary reconstruction and repair to its respective Unit, which reconstruction and repair shall be effected promptly and in accordance with guidelines established by the Board of Directors. Each Unit Owner shall have the absolute responsibility of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit, to the repair and/or reconstruction of such Unit; provided, however, that no Unit Owner shall have the responsibility of applying insurance proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated in accordance with the provisions of the Termination clause herein.

17.6. Benefit of Mortgagees. Certain provisions in this Section are for the benefit of mortgagees of Units and may be enforced by any of them.

18. CONDEMNATION. Any condemnation of any portion(s) of the Condominium Property shall be governed by the following provisions:

18.1. Deposit of Certain Condemnation Awards with Insurance Trustee. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Unit Owner to the Insurance Trustee, if appointed, or to the Board of Directors, for use as noted hereinafter in this Section. In the event the Unit Owner fails to turn over such award as required; the defaulting Unit Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid. Condemnation awards pertaining to the condemnation of Units shall not be the property of the Association.

18.2. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Section 16

herein for determining whether damaged property will be reconstructed and-repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

- 18.3. Disbursement of Fund.** if the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 17 specifically provided.
- 18.4. Condemnation of Common Elements.** Awards for the taking of portions of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s).
- 18.5. Condemnation of a Unit.** If there is a taking of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of the Unit, Following such taking of a Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner shall no longer have an ownership interest in the Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner shall no longer be responsible for the payment of Common Expenses. The following changes shall be made in the Condominium following a taking as described in this Section;
- 18.5.1. Addition to Common Elements.** The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, use by all of the Unit Owners in the manner approved by the Board of Directors.
- 18.5.2. Adjustment of Shares.** The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners. This distribution shall be determined in accordance with the formula contained in Section 6 herein.
- 18.5.3. Assessments.** In the event the Association does not have the funds necessary to alter the remaining portion of the condemned Unit for use as a part of the Common Elements, the additional funds for such purposes shall be raised by Assessments

against all of the remaining Unit Owners after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

18.6. Amendment of Declaration. The changes in Units, in the Common Elements and in the Ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Members of the Board of Directors.

19. TERMINATION OF CONDOMINIUM. The Condominium shall continue until such time as terminated in accordance with Section 718.117, Florida Statutes, as may be amended from time to time.

19.1. Certificate of Termination. The termination of the Condominium shall be evidenced by a Certificate of Termination, executed by the President or Vice President with the formalities of a deed and certifying as to the facts affecting the termination.

19.2. Procedures for Termination and Sale. The termination of the Condominium via any method set forth herein shall be as set forth in Section 718.117(4)-(20) of the Act as same is amended from time to time. The Association shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes, within thirty (30) business days of such recordation, of the termination and the date of the recordation of the termination, and in accordance with Section 718.117 (1), Florida Statutes.

19.3. Wind-up of Association Affairs. The termination of the Condominium does not by itself terminate the Association. The former Owners and their successors and assigns shall continue to be Members of the Association, and the Members of the Board and the Officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, for the purpose of winding-up the affairs of the Association in accordance with this Section.

19.4. Provisions Survive Termination. The provisions of this Section are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy Assessments to pay the costs and expenses of Maintaining the Property until it is sold. The costs of termination, as well as post-termination costs of Maintaining the former Condominium Property, are Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

19.5. Amendment. This Article may be amended in the same manner in which this Declaration may be amended generally, as set forth in herein.

20. COMPLIANCE AND DEFAULT. Each Owner and the Association shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association and Owners shall be entitled to the following relief in addition to the remedies provided by the Act:

- 20.1. Negligence.** A Unit Owner shall be liable for any damage, liability, cost, expense, Maintenance, repair, or replacement rendered necessary by his act (neglect, carelessness or intentional), or by that of any member of his Family, or their contractors, Guests, Invitees, employees, agents or Tenants. In the event that an Owner fails or refuses to pay such cost or expense upon demand from the Association, the cost or expense shall become a lien on the Unit and shall be collected in the same manner as Assessments.
- 20.2. Failure to Maintain.** In the event an Owner fails to Maintain their Unit in the manner herein required, the Association or any other Owner shall have the right to proceed in a court of equity to seek compliance; or the Association shall have the right to assess the Owner and the Unit for the sums necessary to do whatever work is required to put the Owner in compliance herewith, and to collect such Assessments and have a lien therefor as elsewhere provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions.
- 20.3. Fines and Suspension of Rights.** The Directors may, pursuant to F.S. 718.303, impose fines not to exceed the maximum permissible by law, and suspend the right to use Common Elements, Common Facilities, or any other Association Property, as permitted by the Act, for failure by Owners, Occupants, Tenants, Guests, Licensees, Invitees, or any Family member thereof to comply with the provisions of the Board policies and resolutions, the Governing Documents, including the Rules and Regulations, and applicable laws.
- 20.4. Costs and Attorneys' Fees.** In any legal proceeding arising out of an alleged failure of an Owner, other Occupant, Tenant, or Invitee, Guest, or Family member of any of the foregoing, or the Association to comply with the requirements of the Act or the Governing Documents, as amended from time to time, the prevailing party is permitted to recover the costs and expenses of the proceeding and reasonable arbitration, mediation, pre-litigation, trial or appellate attorneys' fees and costs incurred therein or incident to any such proceeding.
- 20.5. Waiver of Rights.** The failure of the Association or of a Member to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant or condition in the future. A provision of the Act may not be waived by an Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Owners or Directors may waive notice of specific meetings as provided in the Bylaws.
- 20.6. No Election of Remedies.** All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Governing 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 Governing Documents, or at law or in equity.
- 20.7. Right of Association to Evict Tenants, Occupants, Guests, and Invitees.** With respect to any person present in any Unit or any portion of the Condominium Property, other than an Owner and the members of their immediate Family permanently residing with them in the Unit, if such person shall materially violate any provision of this Declaration, the Articles, the Bylaws, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the Residents of the Condominium, or shall damage or destroy any Common Elements or Association Property, then upon written notice by the Association such person shall be required to immediately leave the Condominium Property and if such person does not do so, the Association is authorized to commence an action to compel the person to leave the Condominium Property and, where necessary, to enjoin such person from returning. The expense of any such

action, including attorneys' fees, may be charged to the applicable Unit Owner who such person was visiting, or with whose permission such person was present on the Condominium Property, and the Association may collect such sum and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the Association, or any rights or remedies the Association may have with respect to similar actions by an Owner or a member of their immediate Family residing with them in the Unit. Any eviction of a Tenant shall be accomplished in compliance with any applicable provisions of the Florida Landlord and Tenant Act, Florida Statutes, Chapter 83.

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

- 21.1. Proposal of Amendments.** An amendment may be proposed by the President of the Association, a majority of Directors, or by twenty (20%) of the entire Voting Interests.
- 21.2. 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.
- 21.3. Vote Required.** Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by not less than fifty-one (51%) of all the Units at a duly noticed Association meeting called for such purpose pursuant to the Bylaws. Amendments may also be approved by written consent of fifty-one (51%) percent of the total Voting Interests in the Association. The Board of Directors may amend the Governing Documents to correct scrivener's errors or omissions, and amend and restate the Governing Documents in order to consolidate into one document amendments previously adopted by the Members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).
- 21.4. Recording and Effective Date.** A copy of each amendment shall be attached to a certificate of the Association certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this Declaration and shall be executed by the President and Secretary of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the public records of the County in which the Condominium is located. Promptly following the effectiveness of this Declaration or of any such amendment, the Association shall provide written notice thereof to each Owner.
- 21.5. 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, 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.
- 21.6. Proviso.** To the extent required by applicable law and judicial precedent, 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 Owner of the Unit concerned and all record Owners or other holders of the mortgages on such Unit shall join in the

execution of the amendment, and all other Owners approve the amendment. It is the express intention of the Owners that this provision shall not be interpreted or construed to be applicable to the adoption of this Declaration and to the amendments contained herein which have been made to the prior Declarations of Condominium, as previously amended.

22. THE MASTER ASSOCIATION

- 22.1. Generally.** All Unit Owners in the Condominium, by virtue of Ownership of their Units, shall automatically become members of the Cypress Pines Property Owners' Association, Inc., a Florida not-for-profit corporation (the "Master Association"), shall be obligated to pay assessments to such Master Association, and shall be subject to all of the terms, conditions, restrictions, limitations and other matters set forth in the Declaration of Covenants, Conditions and Restrictions for Cypress Pines (the "Master Declaration"), the Articles of Incorporation and Bylaws of the Master Association, and the Rules and Regulations of the Master Association, as any or all of the same may be amended from time to time. The Master Association and its designees shall have various easements over, under, and through the Condominium Property as set forth herein and in the Master Declaration.

23. MISCELLANEOUS PROVISIONS.

- 23.1. Applicable Statutes.** The validity, application and construction of this Declaration and its exhibits shall be governed by the laws of Florida, particularly the Act, as amended from time to time.
- 23.2. Savings Clause.** If any provision of the Governing 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 Governing Documents shall remain in full force and effect.
- 23.3. Interpretation.** The Association and its legal counsel are responsible for interpreting the provisions of this Declaration and its Exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.
- 23.4. Notices.** All notices and other communications provided to the Association or to any Owner (or other person designated by such Owner) under any of the Governing Documents shall be in writing or by e-mail or facsimile and addressed, delivered, or transmitted to such person at its address, e-mail address, or facsimile number as may be designated by the Association or such Owner in a notice complying with this Article; it being understood and agreed that any such designation may be made by the Association or an Owner at any time and from time to time without the necessity of the affirmative approval of the Association or of any Owner. Any notice, if mailed and properly addressed with postage prepaid or if properly addressed and sent by prepaid courier service, shall be deemed given when received; and any notice, if transmitted by e-mail or facsimile, shall be deemed given when transmitted. Except and to the extent prohibited by applicable law, (i) notices and other communications under the Governing Documents to an Owner (and to each other person from time to time designated by such Owner to receive notices and other communications) who shall have elected to receive the same electronically shall be sent electronically and (ii) the Association hereby agrees to accept notices and other communications under the Governing Documents electronically.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or address as may be designated by them from time to time in writing to the Association.

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received or five (5) business days after proper mailing, whichever shall first occur.

- 23.5. Conflicts.** If there is a conflict between any provision of this Declaration and the Act, the Act shall control. In the event of any conflict, the Governing Documents shall take priority in the following order: this Declaration of Condominium, the Articles of Incorporation, Bylaws and then the Association Rules and Regulations, all as amended from time to time.
- 23.6. Captions and Headings.** The headings and captions used in the Governing Documents are solely for the sake of convenience and shall not be considered a limitation of any nature in interpreting the Governing Documents.
- 23.7. Waiver.** The failure of the Association or an Owner to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or such Owner to enforce such right, provision, covenant or condition in the future.
- 23.8. Plurality; Gender.** Wherever the context so permits, the singular includes the plural, the plural includes the singular, and the use of any gender includes all or no genders.
- 23.9. Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder, the signature of a Vice President may be substituted therefor, and whenever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided the same person may not execute any single instrument on behalf of the Association in two separate capacities. In specific contracts, the management company may sign agreements.

Prepared by and return to:
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**AMENDED AND RESTATED BYLAWS OF KINGS GREENS AT MAJESTIC
CONDOMINIUM ASSOCIATION, INC.**

1. **GENERAL.** These are the Amended and Restated Bylaws of Kings Greens at Majestic Condominium Association, Inc., (hereinafter "Association"), a Florida not-for-profit corporation formed for the purpose of operating a condominium, which is located in Lee County, Florida, upon the lands described in the Declaration of Condominium.
 - 1.1. **Office.** The principal office of the Association shall be at 350 Homestead Road, Lehigh Acres, Florida, 33936, or such other location as may from time to time be determined by the Board of Directors.
 - 1.2. **Seal.** A corporate seal for the Association may be, but is not required to be, adopted and updated as necessary by the Board and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.
 - 1.3. **Definitions.** All terms used in these Bylaws, whether capitalized or not, shall have the same meaning to the extent applicable, and except where the context would otherwise suggest, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act"), all as amended from time to time.
2. **MEMBERS.**
 - 2.1. **Qualifications.** The Members of the Association shall be the record Owners of legal title to the Units in the Association. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.
 - 2.1.1. Recording in the Public Records of a Deed or other instrument evidencing legal title to the Unit in the Member.
 - 2.1.2. Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
 - 2.1.3. Delivery to the Association, if required, of a written designation of a Primary Occupant.

- 2.2. **Voting Interests.** The Members of the Association are entitled to one (1) vote for each Unit owned by them. If a condominium Owner owns more than one (1) Unit, they shall be entitled to one (1) vote for each Unit owned. The total number of possible votes (the Voting Interests) of the Association is the total number of Units. The vote of a Unit is not divisible. The Association may suspend the voting rights of a Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent.
- 2.3. **Approval or Disapproval of Matters.** Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the Unit at an Association meeting, as stated above, unless the joinder of all record Owners is specifically required.
- 2.4. **Termination of Membership.** Termination of membership in the Association does not relieve or release any former Member from any liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

- 3.1. **Annual Meeting.** The annual Members' meeting shall be held on the date, at the place, and at the time, determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members, or stated in the notice of meeting sent to all Owners in advance thereof.
- 3.2. **Special Meetings.** Special Members' meetings shall be held whenever called by the President or by a majority of the Board, and shall be called by the President or Secretary within a reasonable time upon receipt of written notice from ten percent (10%) of the Voting Interests of the Association. Members' meetings to recall a Member or Members of the Board may be called by ten percent (10%) of the Voting Interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(j) of the Act.
 - 3.2.1. **Purpose and Notice.** Special Members meetings may be called for any purpose permitted by law. The business conducted at a special Members meeting shall be limited to that stated in the notice of the special Members meeting, which shall include an agenda.
- 3.3. **Notice of Members' Meeting.** Written notice of a meeting of Members stating the time and place and the objects for which the meeting is called shall be given by the Secretary or, if so delegated, the Manager. A copy of the notice shall be posted at a conspicuous place on the Association Property at least forty-eight (48) hours in advance, except in an emergency, and a copy shall be delivered either personally, electronically, or by first class mail to each Member's designated address entitled to attend the meeting. The delivery or mailing shall be to the designated address of the Member as it appears on the roster of Members. The delivery shall be no fewer than fourteen (14) days before the date of the meeting. Proof of posting shall be given by Affidavit, and proof of mailing of the notice

shall be given by retention of post office receipts and electronic receipts. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may also waive notice of any meeting at any time by written waiver.

- 3.4. **Quorum.** A quorum at Members' meetings shall consist of persons entitled to cast a majority of the votes of the Membership, either in person or by proxy. Decisions made by a majority of the Voting Interests present and voting, in person or by proxy, at a meeting at which a quorum is present, shall be binding and sufficient for all purposes except such decisions as may by the Act or the Governing Documents require a larger percentage, in which case the percentage required in the Act or the Governing Documents shall govern.
- 3.5. **Indivisible Vote.** Each Unit shall have one (1) indivisible vote. No individual may cast a vote assigned to a Unit where the voting rights assigned to the Unit are suspended pursuant to the terms of the Governing Documents and Florida law.
- 3.6. **Vote Required.** The acts approved by a majority vote of all those present at the meeting at which a quorum is present shall constitute the acts of the Members, except where approval by a greater number of Members is expressly required by law or by the Declaration, Articles of Incorporation, or these Bylaws.
- 3.7. **Voting Certificate.** If a Unit is owned by more than one individual, a corporation, a partnership or a trust, the Board will require the use of a Voting Certificate identifying the Member with authority to vote on behalf of each such Unit. A Voting Certificate may be revoked at any time by an Owner with a share of the Unit. If a Unit is owned jointly by a married couple, they may, without being required to do so, designate a voting Member in the manner provided above. In the event a married couple do not designate a voting Member, the following provisions shall apply:
 - 3.7.1. If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting.
 - 3.7.2. If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
 - 3.7.3. If both are present at the meeting and concur, either one may cast the Unit vote.
- 3.8. **Proxies.** Votes may be cast in person or by proxy. A proxy shall be valid only for the particular meeting for which it is given and any adjournment thereof, and in no event shall such proxy be valid for more than ninety (90) days after the original meeting date. A proxy may permit a proxy holder to appoint a substitute to act in his place. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Unit, specify the date, time, and place of the meeting for which it is given, and the proxy must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to

substitute another person to hold the proxy. No proxy, limited or general, shall be used in the election of Board Members.

- 3.9. Participation at Meeting By Remote Communication.** Unless prohibited by the Act, if authorized by the Board as provided in Section 617.0721 F.S., and subject to such guidelines and procedures as the Board may adopt, Members and proxy holders who are not physically present at a meeting may, by means of remote communication:

3.9.1. Participate in the meeting.

3.9.2. Be deemed to be present in person and vote at the meeting if:

3.9.2.1. The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member or proxy holder; and

3.9.2.2. The corporation implements reasonable measures to provide such Members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

- 3.10. Adjournment.** Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the Voting Interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

- 3.11. Order of Business.** The order of business at annual Members' meetings or at special meetings shall be substantially as follows:

- A.** Calling of the roll and certifying the proxies;
- B.** Proof of notice of meeting;
- C.** Reading and disposal of any unapproved minutes;
- D.** Reports of Officers and Committees;
- E.** Election of Officers
- F.** Adjournment.

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

- 3.12. Parliamentary Rules.** Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or she Board designates a third person as Parliamentarian, shall be binding on all matters of

procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

3.13. Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a business-like manner and shall not be discarded at any time. These, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111(12), shall be available for inspection by Members and Board Members at all reasonable times. However, the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

3.14. Action Without a Members Meeting. Unless prohibited by law, any action required to be taken or which may be taken at any Members meeting may be taken without a Members meeting, without prior notice, and without a vote of the Members if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) holding not less than the minimum number of Voting Interests that would be necessary to approve such action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Owners who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.15. Recording. Any Member may voice record or video record Board meetings, subject to reasonable rules of the Board.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required.

4.1. Number and Terms of Service. The affairs of the Association shall be administered and directed by a Board composed of five (5) Directors. Directors shall serve a term of two (2) years. The number of Directors may be changed at any meeting where the Owners are to elect any Directors (i) by the then existing Board, if prior to such meeting the Board votes to change the number of Directors and such change is indicated, the notice of the meeting sent to the Members, or (ii) by the Members at the meeting prior to the election of Directors. Directors once duly elected and qualified will serve until their successors are duly elected or until such Director's death, resignation or removal as provided herein.

4.2. Qualifications. Each director must be a Member or the spouse of a Member. If a Unit is owned by a corporation, partnership or trust, any officer, director, partner or trustee, as the case may be, shall be eligible to be a Director. No more than one natural person may represent any one Unit on the Board at any given time.

4.3. Board of Directors Election; Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting. The Act and the Florida Administrative Code ("FAC") which may be amended from time to time, contain detailed and specific provisions on the manner in which notices must be sent to Owners and the manner in which the elections must actually be held. Notwithstanding any terms to the contrary set forth in these Bylaws, the Association shall adhere to the provisions of the Act and the Florida Administrative Code and to the extent the Act or the FAC conflict with these Bylaws, the Act and FAC shall control.

- 4.3.1. **First Notice; Candidates.** Not less than sixty (60) days before a scheduled election, the Association shall provide to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election.
- 4.3.2. **Second Notice; Candidate Information Sheets.** Not less than fourteen (14) days nor more than thirty-four (34) days before the election, the Association shall mail, transmit, or deliver a second notice of the election to all Members entitled to vote therein, together with a written secret ballot containing the names of all properly pre-qualified candidates, which that shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The candidate information sheet must be received by the Association not less than thirty-five (35) days prior to the election.
- 4.3.3. There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests of the Association must cast a ballot in order to have a valid election, and elections shall be decided by a plurality of those votes cast.
- 4.3.4. In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held, and the pre-qualified candidates shall automatically become Members of the Board after the annual meeting.
- 4.3.5. The Board may establish additional election rules as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient. There shall be no cumulative voting.
- 4.3.6. **Electronic Voting.** The Association may conduct the election of Directors through an internet-based online voting system if a written consent is received from the Owner and the provisions of Section 718.128, Florida Statutes, are allowed.
- 4.4. **Vacancies.** Vacancies on the Board may be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term, unless the Board votes to have the vacancy filled by a special election of the Owners. When a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same natural person as has been removed from the Board. When a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.
- 4.5. **Removal.** Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by the Act. A Special Members Meeting for recall may be called by Owners holding ten percent (10%) of the Voting Interests in the Association.

- 4.6. **Resignation.** Any Director of the Association may resign at any time, by a written instrument, including but not limited to notice provided via electronic mail to the President or Secretary. Resignations shall take effect at the time specified in the written instrument, and if no time is specified, resignations shall take effect at the time of receipt of such resignation. Resignations cannot be rescinded after being given, even if not effective until a later date. The acceptance of a resignation shall not be necessary to make it effective. Any Director or Officer more than 90 days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.
- 4.7. **Organizational Meeting.** The organizational meeting of each newly-elected Board of Directors to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held no later than ten (10) days following the annual meeting of the Members.
- 4.8. **Regular Meetings of the Board.** Regular meetings of the Board may be held at such time and place as may be determined from time to time by a majority vote of the Directors. Notice of regular meetings shall be mailed, transmitted, or delivered to each Director at least forty-eight (48) hours prior to the date of such meeting and notice shall be posted in a conspicuous place on the premises at least forty-eight (48) hours prior to the meeting.
- 4.9. **Special Meetings of the Board.** Special meetings of the Directors may be called by the President, or any Director, at any time. Members may call a special meeting by delivering to the Board a written petition setting forth the purpose of the special meeting of Members in good standing holding twenty (20%) percent of the total Voting Interests and such special meeting must be held within sixty (60) days after the Board's receipt of the petition. Except in the case of an emergency, not less than forty-eight (48) hours' notice of such meetings shall be given. Notice may be mailed, transmitted, or delivered, which notice shall state time, place, and purpose of the meeting and notice shall be posted in a conspicuous place on the premises at least forty-eight (48) hours prior to the meeting.
- 4.10. **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice provided herein. If all Directors are present at a meeting, no notice to Directors shall be required and any business may be transacted at such meetings, except when a Director states at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened.
- 4.11. **Notice to Owners of Board Meetings.** Meetings of the Board shall be open to Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege. The right of Owners to attend Board meetings includes the right to speak on all designated agenda items subject to reasonable rules adopted by the Board governing the manner, duration, and frequency of doing so. Notices of all Board meetings shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a Unit or special Assessments are to be considered shall specifically contain a statement that rules or special Assessments will be considered and the nature of the rule or Assessments and shall be mailed, transmitted, or delivered to Members and posted at least fourteen (14) days in advance.

- 4.12. **Quorum of Board of Directors.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.
- 4.13. **Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of Officers.
- 4.14. **Adjourned Meetings.** A majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. If the date, time, and place of its continuance are announced at the meeting being adjourned, then it shall be necessary to give further notice of the meeting to any Directors not in attendance. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.
- 4.15. **Joinder by Directors.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a vote, but not for determining a quorum.
- 4.16. **Presiding Officer.** The presiding officer of the Board meetings shall be the chairman of the Board if such an officer is elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the Directors shall designate one of their Members to preside.
- 4.17. **Committees.** The Board may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Unless otherwise expressly required by law, the meetings of committees do not have to be conducted with the same formalities as required for meetings of the Board. This power includes the ability to create an Architectural Control Committee for the Association, if required.
- 4.18. **Director Compensation.** Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred. This provision shall not preclude the Board from employing an Officer or Director as an agent or employee of the Association.

5. **OFFICERS.** The executive Officers of the Association shall be a President, a Vice-President, who must be Directors; a Treasurer; and a Secretary, all of whom shall be elected annually by the Board and who may be removed with or without cause by vote of a majority of all the Directors at any meeting. One person may not hold two or more offices, except one person may be Secretary and Treasurer. The President and Vice-President may also be Board Members of Cypress Pines Property Owners Association, the Master Association. The Board may, from time to time, appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President and there may be assistant Secretaries and Treasurers.
- 5.1. **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association. The President's powers are limited by the control and direction of the board which is the governing body for the Association.
- 5.2. **Vice-Presidents.** The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. They shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 5.3. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. They shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. They shall keep and have custody of the records of the Association, except those of the Treasurer. They shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.
- 5.4. **Treasurer.** The Treasurer shall be responsible for Association funds and securities, and the keeping of full and accurate accounts in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or, if ever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board for approval. The Treasurer shall give status reports to potential transferees on which reports the transferees may rely. Any of the foregoing duties may be performed by an Assistant Treasurer if one is elected.
- 5.5. **Indemnification of Officers.** Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in connections with any proceedings to which they may be a party, or in which they may become involved, by reason of them being or having been an Officer or Director of the Association, or any settlement thereof, whether or not they are a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty or willful misfeasance or

malfeasance of these duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board approved such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled and not provided for.

- 6. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Governing Documents, all as amended from time to time, shall be exercised exclusively by or under the direction of the Board of Directors, or a duly authorized Board member, Officer, committee member, agent, contractor, or employee, when said powers or duties have been delegated by the Board, subject only to the approval by Members when such is specifically required. In the event of a question or dispute whether a Board power has been properly delegated, the Board may ratify such action at a duly noticed meeting of the Board, and such ratification shall relate back to the act in question unless otherwise specified by the Board. The powers of the Directors shall include, but not be limited to, the power:

- 6.1. To Make and Collect Assessments.** The Directors shall adopt budgets and make and collect special and periodic Assessments against Owners to defray the costs of the Association, including, but not limited to, costs needed to operate, lease, repair, Maintain, or replace the Common Elements.
- 6.2. To Maintain the Condominium Property.** The Directors shall Maintain, repair, replace, and operate the Property within the Condominium.
- 6.3. To Keep Records.** It is the duty of the Association to maintain accounting records, according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable time upon prior request.
- 6.4. To Adopt Regulations.** The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, Maintenance, and Occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.
- 6.5. To Contract.** The Directors may contract for management, Maintenance, and the daily operation of the Condominium and the Association. The Association's designated management agent shall assist the Association in carrying out its powers and duties. The Association shall have the power to join with other condominium associations and entities in contracting for the maintenance and repair of the several condominium properties and other type properties, and may contract for or may join with other condominiums or other associations in contracting for the management of the several condominium properties and other type properties.
- 6.6. To Enter into Contracts and Borrow Money.** The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the Association may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special Assessments, income or rights. This includes possessory or use interests in lands or facilities for recreational purposes.

- 6.7. **To Enter into Bulk Contracts.** The Association shall have the power to enter into bulk service cable contraction on behalf of all Units in the Condominium, and the same shall be a Common Expense.
- 6.8. **To Deal in Real and Personal Property.** The Directors may make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, Leases, and other instruments by its Officers, and may purchase, own, Lease, convey, and encumber real and personal property subject to the provisions of the Declaration. The Directors may grant or modify easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium. Any costs over the approved threshold amount stated in these Bylaws shall be approved by the Members.
- 6.9. **To Acquire Foreclosures.** At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of a majority of the voting Members present at any regular or special meeting of the Members at which a quorum is present wherein said matter is voted upon, acquire in the name of the Association or its designee a condominium parcel being foreclosed. The term foreclosure as used in this section shall mean and include any foreclosure of any lien, excluding the Association's lien for assessment. the power of the Board of Directors to acquire a condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors or of the Association to do so at any foreclosure sale. the provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting Members be obtained; the Board of directors shall not be required to obtain the specific approval of Unit Owners regarding the sum the Board of Directors determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization. In the event of a foreclosure of the Association' lien, the Association may bid up to the amount of its judgment, including attorney's fees and costs, without the approval of the Unit Owners.
- 6.10. **To Borrow Money.** Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and Maintenance of the Common Elements, provided, however, that the consent of the Owners of at least a majority (51%) of the Units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of twenty-five thousand dollars (\$25,000.00)
- 6.11. **To Reconstruct After Casualty.** The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property Improvements after casualty and may further improve the Association Property, as specified in the Declaration.
- 6.12. **To Approve Transfers.** The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration, and may charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the Lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.
- 6.13. **To Enforce.** The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and may interpret the Condominium Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary or contrary to law. Notwithstanding anything to the contrary in this Article, the Board may elect to

enforce any provision of the Declaration, these Bylaws, or the rules of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. Any entry onto a Unit for purposes of exercising this power of self-help shall not be deemed as trespass. To the maximum extent permissible, an Owner shall be directly responsible for any violations committed by such Owner, such Owner's Guest or Invitee, the Tenant or Occupant of such Owner's Unit, or the Guest or Invitee of the Tenant or Occupant of such Owner's Unit, and shall pay all enforcement costs including, but not limited to reasonable attorneys' fees actually incurred.

- 6.14. To Insure.** The Directors shall carry insurance for the protection of the Members and the Association, pursuant to requirements contained in the Declaration and the Act.
- 6.15. To Levy Fines and Suspend Rights.** The Directors may, pursuant to the Act, impose fines not to exceed the maximum permissible by law, and suspend the right to use Common Elements, Common Facilities, or any other Association Property, as permitted by the Act, for failure of the Owner of the Unit or any Resident, Occupant, Tenant, Guest, Licensee, Invitee, or any Family members thereof to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.
- 6.16. To Appoint Committees.** The Board of Directors may appoint from time to time such standing or temporary committees as it deems necessary or convenient for the efficient and effective operation of the Condominium. A committee has only such powers and duties as are assigned to it in the Board resolution creating the committee. Meetings of a committee for the purpose of taking final action on behalf of the Board, or to make recommendations to the Board regarding a budget, must be noticed and conducted with the same formalities as are required for Board meetings in Section 718.112(2)(c), Florida Statutes. Meetings of committees that do not take final action on behalf of the Board, or make recommendations to the Board, regarding a budget are exempt from this requirement. Meetings between a committee and Association legal counsel are exempt to the extent of the attorney-client privilege.
- 6.17. To Ensure Fire Safety Compliance.** The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units with the applicable Fire and Life Safety Code.
- 6.18. To Exercise Emergency Powers.** In the event of any emergency, as defined in Article below, the Board of Directors may exercise the emergency powers described in this Article, and any other emergency powers authorized by Section 617.0207, Florida Statutes, Section 617.0303, Florida Statutes, and the Act, all as amended from time to time.
 - 6.18.1.** The Board may name as assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the Executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.
 - 6.18.2.** The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

- 6.18.3. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- 6.18.4. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
- 6.18.5. Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- 6.18.6. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- 6.18.7. For purposes of this Article only, an emergency exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:
 - 6.18.7.1. a state of emergency declared by local civil or law enforcement authorities;
 - 6.18.7.2. a hurricane warning;
 - 6.18.7.3. a partial or complete evacuation order;
 - 6.18.7.4. federal or state "disaster area" status;
 - 6.18.7.5. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or
 - 6.18.7.6. an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Members, the Condominium Property, or Association Property.

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

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

- 7.1. **Fiscal Year.** The fiscal year of the Association shall be the calendar year. Upon a majority vote of the Board, it may adopt a different fiscal year.

- 7.2. Budget.** The Treasurer shall prepare, and the Board shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. A copy of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on the Owners of each Unit not less than fourteen (14) days before that meeting. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all Fees or Charges for recreational amenities shall be set out separately.

If an adopted budget requires Assessments against the Units in any fiscal year which exceed one hundred fifteen percent (115%) of the Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall deliver to each Member or mail to each Member at the address last furnished to the Association, a notice of the meeting. An Officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement. Such affidavit shall be filed among the official records of the Association. At the special meeting, Members shall consider and enact a substitute budget. The adoption of the substitute budget requires a vote of not less than a majority vote of all the Voting Interests. If a meeting of the Members has been called and a quorum is not attained or a substitute budget is not adopted by the Members, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation.

If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each Unit's next installment due.

- 7.3. Reserves.** The Board may establish in the budget one or more reserve accounts for capital expenditures, deferred Maintenance, contingency reserves for unanticipated operating expenses, or structural integrity reserve studies. Board adopted reserve funds are not controlled by Chapter 718 Florida Statutes and therefore may be spent, waived, or used as approved by the Board. Membership adopted reserves are restricted by Chapter 718, Florida Statutes and therefore Membership adopted reserves may only be used, waived, or reduced on a yearly basis according to Chapter 718 Florida Statutes. The purpose of

reserves is to provide financial stability and to avoid the need for special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

- 7.4. **Regular Assessments.** All regular Assessments for Common Expenses shall be paid in quarterly installments (or as determined by the Board), in advance of the first day of each period and shall become delinquent 10 days thereafter, for one-fourth (1/4th) of their annual share of the operating and reserves expenses. Written notice of each monthly installment shall be sent to all Members, either annually or monthly, by or on behalf of the Treasurer, but failure to receive such notice does not excuse the obligation to pay. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.
- 7.5. **Special Assessments.** Special Assessments may be made when necessary to meet unusual, unexpected, emergency, or non-recurring expenses or for such other purposes as are authorized by the Declaration or these Bylaws. Special Assessments shall be due at such time as is specified in the resolution of the Board approving such Assessment. Written notice of any Board meeting at which a non-emergency special Assessment will be considered, must be mailed to all Owners at least fourteen (14) days in advance, which notice shall state that Assessments will be considered and the nature of any such Assessments. The notice to Owners that any special Assessment has been levied must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the Owners or applied as a credit towards future Assessments. The foregoing shall be limited to the extent that any special Assessment for betterments, alterations or Improvements, shall first require the approval 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.
- 7.6. **Certificate as to Assessment, Mortgagee Questionnaires.** Within ten (10) days after request by an Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monetary obligations owed to the Association by the Owner with respect to the Lot have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge a preset fee, not to exceed the maximum amount permissible by law, to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge up to \$150.00 (in addition to any charge for an estoppel letter) plus attorney fees for doing so.
- 7.7. **Assessments for Charges.** Charges by the Association against Members for other than Common Expenses shall be payable in advance. These charges may be collected by Assessment in the same manner as Common Expenses, and when approval of a Member or when expressly provided for in the Declaration or the exhibits annexed thereto as the same be amended from time to time, which Charges include without limitation Charges for the use of the Condominium Property or recreational area, Maintenance services furnished at the expense of a Member and other services furnished for the benefit of a Member.

All funds due from Unit Owners not as Common Expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association, or its agents.

- 7.8. Liability for Assessments and Charges.** A Member shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Member and Member's grantees or successors, after a conveyance or other transfer of title, shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee shall be liable for such Unit's unpaid Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of such mortgagee's title as provided in the Act. Such mortgagee or its successors and assigns are liable for all Assessments and Charges accruing after their taking of title.
- 7.9. Liens for Assessments.** The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, collection expenses, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.
- 7.10. Lien for Charges.** Unpaid Charges due to the Association together with costs, interest, late fees, expenses and reasonable attorneys' fees, including but not limited to appeals, bankruptcies, fees incurred in litigating entitlement thereto or fees incurred in litigation after entitlement has already been determined shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto and its lien priority is established by the Condominium Act.
- 7.11. Interest; Administrative Late Fee; Application of Payments.** Assessments or Charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and collection expenses and reasonable attorneys' fees incurred, and then to the Assessment payment first due.

Except as otherwise provided in the Act, no lien may be filed by the Association against a Condominium Unit until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act.

- 7.12. Association Depository.** The depository of the Association, in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

All funds collected by the Association shall be maintained separately in the Association's name, except that for investment purposes only, reserve funds may be commingled with

operating funds, but must always be accounted for separately and the balance in a commingled account may not, at any time, be less than the amount identified as reserve funds.

The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

- 7.13. **Commingling of Funds.** All funds of the Association shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other community association as defined in Section 468.431, Florida Statutes, as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.
- 7.14. **Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in the Act, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary, and Treasurer. The Association shall bear the cost of any such bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.
- 7.15. **Financial Reports.** A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code, as amended from time to time, and with the Act.
- 7.16. **Financial Information.** Not later than ninety (90) days after the close of each fiscal year, the Association shall prepare a financial statement showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and a profit and loss statement for the year, detailed by accounts. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.
- 7.17. Further rules and regulations may be found in the Collection Policy adopted on January 21, 2021.
8. **RULES AND REGULATIONS; USE RESTRICTIONS.** The Board may, from time to time, adopt and amend administrative Rules and Regulations concerning the transfer, use, appearance, Maintenance, and Occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.
9. **COMPLIANCE AND DEFAULT: REMEDIES.** In addition to the remedies provided in the Condominium Documents, the following provisions shall apply:
 - 9.1. **Correction of Health and Safety Hazards.** Any violations of the Association rules which creates conditions of the Property which are deemed by the Board to be a hazard to the

public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Owner.

- 9.2. **Liens for Assessments.** If any Member fails or refuses to make payments of any Assessment when due, the amount thereof shall constitute a lien on the Member's Unit. The Board shall have the authority to exercise and enforce all rights and remedies under the Florida Statutes, the Declaration, and these Bylaws, or otherwise available at law or in equity for the collection of all unpaid Assessments and enforcement of all Rules and Regulations.
- 9.3. **Fines and Suspension of Rights.** The Directors may, pursuant to F.S. 718.303, impose fines not to exceed the maximum permissible by law, and suspend the right to use Common Elements, Common Facilities, or any other Association Property, as permitted by the Act, for failure by Owners, Occupants, Tenants, Guests, Licensees, Invitees, or any Family member thereof to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.
 - 9.3.1. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be imposed and enforceable for a reasonable amount of time, as determined by the Board, and subject to the confirmation or rejection of the independent committee specified herein.
 - 9.3.2. The Member and, if applicable, the party against whom the fine or suspension is sought to be imposed (if different from the Member), shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when mailed by United States mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association. The notice shall include:
 - 9.3.2.1. A statement of the date, time, and place of the hearing;
 - 9.3.2.2. A statement of the provisions of the Declaration, Articles, Bylaws, Rules and Regulations, Board policies and resolutions, or laws that have allegedly been violated; and
 - 9.3.2.3. A short and plain statement of the matters asserted by the Association.
 - 9.3.3. **Hearing.** The Member and, if applicable, the party against whom the fine or suspension is sought to be imposed (if different from the Member), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a committee of Members appointed by the Board, which may not include Board Members, immediate Family members of Board members nor persons residing in a Board Member's household. If the committee does not confirm the fine or suspension, the fine or suspension may not be imposed. Members shall be jointly and severally liable for the payments of fines imposed against and suspension imposed upon Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof.
- 9.4. **Suspensions.** The Board of Directors has the right to suspend certain use rights and voting

rights in accordance with the following:

- 9.4.1. Suspension of Use Rights.** If an Owner is more than ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Board may suspend the right of the Owner or the Unit's Occupants, Guests, Tenants or other Invitees to use Common Elements, Common Facilities, or any other Association Property until the fee, fine, or other monetary obligation is paid in full. Suspension does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to that Unit, or parking spaces. The Notice and Hearing requirements do not apply to suspensions imposed for financial delinquencies.
- 9.4.2. Suspension of Voting Rights.** The Board of Directors may suspend the voting rights of a Unit or an Owner due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue to the Association. The notice and hearing requirements do not apply to suspensions imposed for financial delinquencies.
- 9.5. Member Inquiries.** When a Member files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Member within thirty (30) days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer, as provided herein, precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Member against the Association, the Board of Directors, or a Member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration), and they shall be allowed a period of thirty (30) days in which to resolve the grievance.
- 9.6. Mandatory Arbitration.** Where required by the Act, binding arbitration and non-binding mediation shall be used in an attempt to resolve disputes prior to commencing litigation. When the Act does not so require, the Board may seek to resolve disputes by such means or by immediate petition of the courts as it deems appropriate.
- 9.7. Costs and Attorneys' Fees.** In an action brought by or on behalf of the Association against an Owner, the prevailing party shall be entitled to recover the cost thereof, together with reasonable attorneys' fees.
- 9.8. Availability of Remedies.** Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a business-like

basis, to collect those monies due it and to preserve the right of the majority to enjoy the Condominium Property free from unreasonable disruptions and annoyance of the minority.

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

10.1. Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of Directors, or by two-thirds (2/3rds) of the entire Voting Interests.

10.2. 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.

10.3. Adoption of Amendments. The Amendment shall be approved upon the affirmative vote of two-thirds (2/3) of the entire Voting Interests.

10.3.1. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Condominium Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

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

10.5. Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. 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 these Bylaws, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Bylaws. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to these Bylaws 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.

10.6. Proviso. To the extent required by applicable law and judicial precedent, no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Unit Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners or other holders of the mortgages on such Unit shall join in the execution of the amendment, and all other Owners approve the amendment.

11. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

11.1. Conflicts. The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association and the Plat. In the event of a conflict between the language in the

Declaration and the Plat, the Plat shall control. In the event of a conflict between language in any of the other Governing Documents, the following priorities shall control:

- 1) Declaration of Condominium;
- 2) Articles of Incorporation;
- 3) Bylaws; and
- 4) Rules and Regulations.

- 11.2. **Severability.** In the event that any provision of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.
- 11.3. **Gender; Number.** Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.
- 11.4. **Headings.** The headings herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

State of Florida

QR BOOK 03819 PAGE 4258

Department of State

I certify from the records of this office that KINGS GREENS AT MAJESTIC CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on September 20, 2002.

The document number of this corporation is N02000007220.

I further certify that said corporation has paid all fees due this office through December 31, 2002, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 802A00053834-092302-N02000007220-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of September, 2002

Authentication Code: 802A00053834-092302-N02000007220-1/1



CR2EQ22 (1-89)

Jim Smith
Jim Smith
Secretary of State

State of Florida

DR BOOK 03819 PAGE 4259



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of KINGS GREENS AT MAJESTIC CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on September 20, 2002, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H02000200970. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N02000007220.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of September, 2002

Authentication Code: 802A00053834-092302-N02000007220-1/1



CR2EO22 (1-99)

Jim Smith

Jim Smith
Secretary of State



OR BOOK 03819 PAGE 4260

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

September 23, 2002

KINGS GREENS AT MAJESTIC CONDOMINIUM ASSOCIATION, INC.
350 HOMESTEAD ROAD
LEHIGH ACRES, FL 33936

The Articles of Incorporation for KINGS GREENS AT MAJESTIC CONDOMINIUM ASSOCIATION, INC. were filed on September 20, 2002, and assigned document number N02000007220. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H02000200970.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Doris Brown
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 802A00053834

ARTICLES OF INCORPORATION
OF
KINGS GREENS AT MAJESTIC CONDOMINIUM ASSOCIATION, INC.
A FLORIDA NON-PROFIT CORPORATION

Preamble

Majestic Development Company, L.L.C., a Florida limited liability company, owns certain property in Lee County, Florida, which property is subject to a Declaration of Condominium of which these Articles form a part. This Association is being formed to administer the Declaration and to perform, among other things, the duties and exercise the powers pursuant to the Declaration. All of the definitions contained in the Declaration and the Bylaws shall apply to these Articles.

ARTICLE I
Name and Principal Office

The name of the corporation is Kings Greens at Majestic Condominium Association, Inc., a Florida non-profit corporation (hereinafter referred to as the Association); and the street address of the initial principal office of the Association is 350 Homestead Road, Lehigh Acres, Florida 33936.

ARTICLE II
Purpose

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapters 617 and 718 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the Declaration, as the same may be amended from time to time.
3. To promote the health, safety, welfare, comfort, and social and economic welfare of the Association members and residents of the Condominium, as authorized by the Declaration, by these Articles, and by the Bylaws.

ARTICLE III
Powers

The Association shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles, including, but not limited to, all of the powers of a corporation under Chapters 617 and 718, Florida Statute.
2. To enter into, make, establish and enforce, rules, regulations, bylaws, covenants, restrictions and agreements to carry out the purposes of the Association.
3. To make and collect Assessments against members of the Association to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association; and to use the proceeds thereof in the exercise of the Association's powers and duties; and to enforce such levy of assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration.
4. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property, including units within the Condominium, for such purposes as the Association may determine.
5. To hold funds for the exclusive benefit of the members of the Association as set forth in these Articles and as provided in the Declaration and the Bylaws.
6. To purchase insurance for the protection of the Association, its property, officers, directors and members, and such other parties as the Association may determine to be in the best interests of the Association.
7. To operate, maintain, repair, and improve all common elements, and such other portions of the Condominium as may be determined by the Board from time to time.
8. To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the Condominium pursuant to the Declaration.
9. To provide for private security services within the Condominium as the Board in its discretion determines as necessary or appropriate.
10. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association and the owners and residents of the Condominium as the Board in its discretion determines necessary or appropriate.
11. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties.
12. To charge a membership or use fee for any recreational facilities owned or operated by the Association.
13. To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as common expenses.
14. To sue and be sued.

15. To operate and maintain the Surface Water Management System, if necessary or appropriate, as permitted by the South Florida Water Management District, including, but not limited to, all lakes, retention areas, culverts and related appurtenances.

16. All other powers necessary to effectuate the purposes for which the Association is organized.

ARTICLE IV Members

1. Members. The owner of any unit in the Condominium shall be a member of the Association. Such membership shall be initially established upon the recording of these Articles and the Declaration among the Public Records of the county in which the subject property is located.

2. Transfer of Membership. Transfer of membership in the Association shall be established by the recording in the Public Records of the county in which the Condominium is located, of a deed or other instrument establishing a transfer of record title to any unit for which membership has already been established as hereinabove provided, and a Consent to Transfer form as set forth in the Declaration, the owner(s) designated by such instrument of conveyance and Consent to Transfer thereby becoming a member, and the prior owner's membership thereby being terminated. In the event of death of a member, his membership shall be automatically transferred to his heirs or successors in interest, subject to the reasonable approval of the Association. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a true copy of the deed or other instrument establishing the transfer of ownership of the unit and executes a Consent to Transfer, and it shall be the responsibility and obligation of the former and new member to provide such true copy of said instrument to the Association.

3. Assignment. The share of a member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit associated with the membership of the member, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such unit.

4. Members Voting Rights. The total number of members' votes shall be equal to the total number of units within the Condominium from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each unit. Each member shall have the number of votes equal to the number of units within the Condominium owned by the member at the time of such vote.

5. Members Meetings. The Bylaws shall provide for an annual meeting of the members of the Association and may make provision for special meetings of the members.

ARTICLE V Directors

1. Number of Directors. The affairs of the Association shall be managed by a Board consisting of not less than three (3) directors.

2. Election of Directors. The directors of the Association shall be elected by the members in accordance with the Bylaws, except that so long as the Developer owns any units

in the Condominium, the Developer shall be entitled to designate member and/or non-member directors to the maximum extent permitted by the Florida Condominium Act.

3. Powers and Duties. All of the duties and powers of the Association existing under the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

4. Removal and Vacancies. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws; however, any director appointed by the Developer may only be removed by the Developer, and any vacancy on the Board shall be filled by the Developer if, at the time such vacancy is to be filled, the number of remaining directors appointed by the Developer is less than the maximum number of directors which may, at that time, be appointed by the Developer as set forth above.

5. Initial Directors. The names of the members of the first Board of Directors are as follows:

Jere Carrick
Anthony Paradiso
J. D. Kinn

ARTICLE VI Officers

The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for the filling vacancies, and for the duties of the officers.

ARTICLE VII Indemnification

1. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if such person had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he

did not reasonably believe to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that such person had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by such person in connection therewith.

3. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this Article.

4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VIII Bylaws

The first Bylaws shall be adopted by the Developer or initial Board, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX Amendments

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

1. A majority of the Board shall adopt, on its own accord or on the request of not less than ten percent (10%) of the total voting interests, a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of meetings of

members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be the proposed amendment. The proposed amendment shall be adopted upon receipt of an affirmative vote of not less than two-thirds (2/3rds) of the total voting interest of the Association.

4. Any number of amendments may be submitted to the members and voted on by them at any one meeting.

5. If all of the Directors and all of the members eligible to vote sign a statement manifesting their intention that an amendment to these Articles be adopted, such amendment shall thereby be adopted as though the above requirements have been satisfied.

6. In addition to the above, and subject to the limitations and procedures (including an appropriate meeting) set forth in the Act, so long as Developer controls the Association, Developer shall be entitled to amend these Articles and the Bylaws, and no amendment to the Articles or the Bylaws shall be effective without the written consent of Developer. Furthermore, subject to the limitations set forth in the Act, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment.

7. Upon the approval of an amendment to these Articles, the Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy of said amendment shall be recorded in the Public Records of the county in which the Condominium is located.

ARTICLE X Term

The Association shall have perpetual existence, unless sooner terminated as set forth in the Declaration. In the event the Association is terminated as provided in the Declaration, the storm water management system and related dedicated property and corresponding infrastructure will be conveyed or dedicated to a similar nonprofit organization or entity to assure continued maintenance and operation.

ARTICLE XI Incorporator

The name and street address of the Incorporator is:

Steven I. Winer
2320 First Street, Suite 1000
Fort Myers, Florida 33901-2904

ARTICLE XII Initial Registered Office Address and Name of Initial Registered Agent

The street address of the initial registered office of the Association is 2320 First Street, Suite 1000, Fort Myers, Florida 33901. The initial registered agent of the Association at that address is Steven I. Winer.

ARTICLE XIII
Dissolution

The Association may be dissolved upon termination of the Condominium as provided in the Declaration.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles this 18th day of September, 2000.

Sean M. Ellis
(Witness Sign Name)
SEAN M. ELLIS
(Witness Print Name)
Cherie M. Moore
(Witness Sign Name)
Cherie M. Moore
(Witness Print Name)

Steven I. Winer
Steven I. Winer

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Instrument was acknowledged before me this 18th day of September, 2000 by STEVEN I. WINER, who ☒ is personally known to me or who ☐ has produced _____ as identification.

NOTARY RUBBER STAMP SEAL
OR EMBOSSED SEAL

Cherie M. Moore
Notary Public
Cherie m. moore
Printed Name
DD114729 5-5-06
Commission No. Expiration Date

 Cherie M. Moore
My Commission DD114729
Expires May 06, 2006

I am familiar with and understand the duties of a registered agent under the laws of Florida, and hereby acknowledge and accept the assignment of registered agent for this corporation.

Steven I. Winer
Steven I. Winer, Registered Agent