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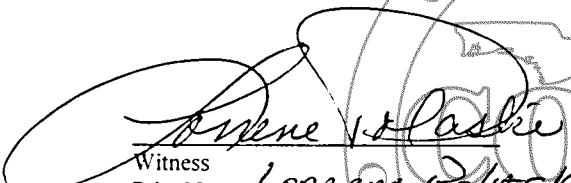
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CERTIFICATE OF AMENDMENT

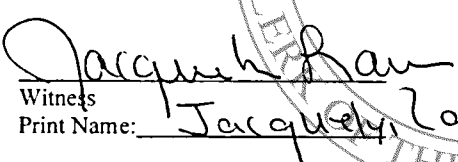
THE UNDERSIGNED, being the President of The Coquina Club of Naples, Inc., a Florida corporation not for profit, does hereby certify that at the Annual Members' Meeting held on February 16, 2018, at which a quorum was present, after due notice, the amendments to the governing documents attached hereto as Exhibit "A" were approved and adopted by the required vote of the membership. The Declaration of Condominium for Coquina Club of Naples, a Condominium was recorded in O.R. Book 502, Page 361, Public Records of Collier County, Florida.

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

THE COQUINA CLUB OF NAPLES, INC.
(SEAL)


Witness
Print Name: Lorrene Polatski


By: _____
Its: Joseph Maher
President


Witness
Print Name: Jacquelyn Lauren

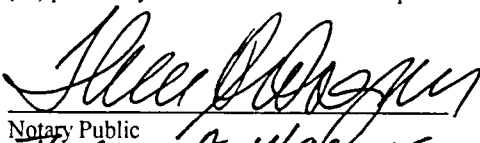
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16 day of February 2018, by Joseph Maher, as President of The Coquina Club of Naples, Inc., the corporation described in the foregoing instrument, who is (☒) personally known to me or who has produced _____ as identification.

(SEAL)



THERESE A. WAGNER
MY COMMISSION # FF 945722
EXPIRES: February 23, 2020
Bonded Thru Budget Notary Services


Notary Public
Therese A. Wagner
Printed Name of Notary Public
Serial Number: 945722
My Commission Expires: 2-23-2020

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

FOR

COQUINA CLUB OF NAPLES, A CONDOMINIUM



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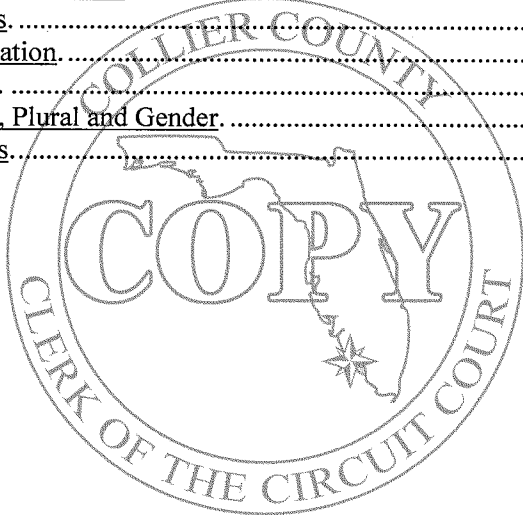
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**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION OF CONDOMINIUM
FOR PRESENT TEXT SEE EXISTING DECLARATION OF CONDOMINIUM**

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

FOR

COQUINA CLUB OF NAPLES, A CONDOMINIUM

KNOW ALL BY THESE PRESENTS:

That heretofore, the original Declaration of Condominium for Coquina Club of Naples, a Condominium, (the "Condominium") was recorded in O.R. Book 502, Page 361, Public Records of Collier County, Florida. The original Declaration of Condominium, as it has previously been amended, is hereby amended and restated.

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

2. **NAME AND ADDRESS:** The name of the Condominium is Coquina Club of Naples, a Condominium, and its street address is 3200 Gulf Shore Blvd. North, Naples, FL 34103.

3. **DESCRIPTION OF CONDOMINIUM PROPERTY:** The land submitted to the condominium form of ownership by the original Declaration, as amended (the "Land") is legally described in Exhibit "A" attached hereto.

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

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

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

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

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

4.5 “Common Elements” means the portions of the Condominium Property not included within the Units.

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

4.7 “Common Surplus”

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

4.8 “Condominium Documents” means and includes this Declaration, all recorded exhibits hereto and any unrecorded Rules and Regulations, all as amended from time to time. The exhibits attached to this Declaration are as follows:

- | | | |
|----|--|-------------|
| A. | Land | Exhibit “A” |
| B. | Survey and Plot Plans | Exhibit “B” |
| C. | Amended and Restated Articles of Incorporation | Exhibit “C” |
| D. | Amended and Restated Bylaws | Exhibit “D” |

4.8.1 “Condominium Property” means the Land and personal property that were subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.9 “Family” or “Single Family” shall refer to any one of the following:

- A. One natural person (as used in this Declaration, the term “natural person” or “person” shall mean a real person as opposed to an artificial entity such as a corporation, partnership or trust).
- B. Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage, adoption or legal custody to each of the others.
- C. Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

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

A Unit may be occupied by a Family, Lessees and their Guests.

4.10 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures. Fixtures do not include floor, wall or ceiling coverings.

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

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

4.13 "Primary Institutional Mortgagee" means that Institutional Mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Condominium than any other Institutional Mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

4.14 "Lease" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration. "Lessee" means the person(s) whom the Unit Owner has granted a temporary right of use of the Owner's Unit for valuable consideration. The term "Tenant" is substituted for "Lessee" in certain instances in the Condominium Documents for the purpose of consistency with the Condominium Act.

4.15 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units and as shown on the survey attached hereto as Exhibit "B" or otherwise specified in this Declaration. References herein to Common Elements shall include all Limited Common Elements unless the context would prohibit it or it is otherwise expressly provided.

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

4.17 "Primary Occupant" means a person designated to occupy a Unit when title to the Unit is held in the name of 2 or more persons who are not husband and wife, or by a trustee, corporation, limited liability company, partnership or other entity which is not a person, as required by Section 14 herein.

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

4.19 “Unit” means and refers to that portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified Units referenced in Section 6.1 herein and delineated in Exhibit “B”.

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

4.21 “Voting Interest” means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. There are 69 Units and therefore there are a total of 69 Voting Interests.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached hereto as Exhibit “B” are the survey and plot plan which graphically describes the improvements in which Units are located, and which shows all the Units including their identification numbers, locations and approximate dimensions and the Common Elements and Limited Common Elements. Each Unit includes that part of a building that lies within the following boundaries:

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

(1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the Unit.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

5.1.2 Perimeter Boundaries. The perimeter boundaries of the Unit are the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the Unit as shown in Exhibit “B”, extended to their planar intersections with each other and with the upper and lower boundaries.

5.1.3 Apertures. Where there are openings in any boundary, including, without limitation, windows and doors, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefor, are excluded from the Unit.

In cases not specifically covered in this Section 5.2, or in the case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit “B” shall control in determining the boundaries of a Unit, except the provisions of Section 5.1.3. above shall control over Exhibit “B”.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership; Appurtenances. The Condominium contains 69 Units. Each Unit Owner owns a 1/69 undivided share in the Common Elements and Common Surplus. Each Unit Owner shall have certain rights and own a certain interest in the Condominium Property, including, without limitation, the following:

A. The undivided ownership share in the Land and other Common Elements and the Common Surplus, as set forth in Section 6.1 above.

B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.

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

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

E. Other appurtenances as may be provided in this Declaration and its exhibits.

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

6.2 Use and Possession. A Unit Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Common Elements and Common Areas in accordance with the purposes for which they are intended, but no use of the Unit or the Common Elements may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Common Elements and Association Property. No Unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use, occupancy, structural alteration, transfer, exterior appearance of the Units, Common Elements, Limited Common Elements and Association Property (including Common Areas referenced in Section 6.3 below), shall be governed by the Condominium Documents.

6.3 Common Areas. In addition to operating and maintaining the Common Elements, the Association is the owner of certain adjoining land which was not submitted to condominium ownership, said land being described as follows:

Lots 8 and 9, Block "R", THE MOORINGS, UNIT NO. 8, according to the plat thereof recorded in Plat Book 8, Page 11, Public Records of Collier County, Florida, less and except those certain lands described in Exhibit "A" attached hereto and incorporated herein by reference.

The above-described land is hereinafter referred to specifically as the "Common Areas" or more generally, as "Association Property". The Common Areas include parking spaces, recreation facilities and other property for the exclusive use of the Unit Owners. The Association's powers and responsibilities with regard to the operation and maintenance of the Common Areas are the same as its powers and responsibilities with regard to the Common Elements, and except as provided below, the cost thereof is a Common Expense.

A. Covered Parking Spaces 1-54. There exists on the Common Areas certain covered parking spaces, also referred to herein as "Limited Common Areas". The exclusive right to use each of the spaces numbered 1-46 on Exhibit "B" was originally sold by the developer of the Condominium to one of the original Unit Owners and conveyed to said Unit Owner by deed as an appurtenance to the Unit. There also exist on the Common Areas certain covered parking spaces numbered 47-54 on Exhibit "B". The exclusive right to use parking spaces numbered 47-54 was assigned by the Association as appurtenances to 8 Units whose Owners paid for the construction of the covered structure. Any Unit Owner having the exclusive right to use one or more of these covered parking spaces may transfer by recorded instrument such right to any other Unit Owner, or to the successor in title to his Unit. If no separate conveyance is made, the use right shall pass with the Unit automatically. Maintenance, repair and replacement of the roof, facade and supports of the covered parking spaces shall be performed by the Association; but the cost thereof shall not be a Common Expense, but instead shall be borne in 54 equal pro rata shares by the Unit Owners having the right to use parking spaces 1-54.

B. Boat Docks. There exist as part of the Common Areas certain boat docks. These docks are maintained, repaired and replaced by the Association and the cost is a Common Expense. The Association may, from time to time, assign the exclusive right to keep a boat at a particular dock to the Owner or Lessee of a Unit. Such assignment shall be by written lease, which provided for the payment of a reasonable rental to the Association.

C. Other Common Area Facilities. All other improvements and facilities located on the Common Areas shall be maintained, repaired and replaced by the Association for the use and enjoyment of the Unit Owners, and the cost is a Common Expense. The Association has the power to assign to Unit Owners who do not have the exclusive right to use one or more covered parking spaces, the use of specific uncovered parking spaces on the Common Areas.

7. COMMON ELEMENTS: EASEMENTS:

7.1 Definition. The term "Common Elements" includes, without limitation, the following:

7.1.1 Land. The Land.

7.1.2 Building. All portions of the buildings and other improvements not included within the Units.

7.1.3 Easements. Easements through each Unit for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or the Common Elements, and an easement of support in every portion of the Condominium Property which contributes to the support of a building.

7.1.4 Fixtures and Installations. The fixtures and installations required for access and the furnishing of utility services to more than one Unit or the Common Elements.

7.1.5 Other Common Elements. Any other parts of the Condominium Property designated as Common Elements in the original Declaration and any recorded exhibit hereto.

7.1.6 "Apartment 112". Apartment 112, commonly referred to as the "Manager's Apartment".

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

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

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

7.2.3 Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and Occupant, their respective Guests, Family members, Tenants, licensees and invitees for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways. The Board of Directors shall have the authority to install security and traffic control devices, including, without limitation, barrier gates and speed bumps.

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

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. No Unit Owner may assign, pledge or transfer his share in the funds and assets of the Association except as an appurtenance to his Unit. However, the foregoing shall not prevent the Association from pledging, assigning or otherwise encumbering Assessments as collateral for a loan.

8. LIMITED COMMON ELEMENTS:

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

8.1.1 Storage Lockers. Certain storage lockers are shown in Exhibit "B" as Limited Common Elements. Each storage locker has been assigned for the exclusive use of a certain Unit as identified in Exhibit "B". No Unit may be assigned or acquire the use of more than one locker. The exterior surfaces and doors of the lockers will be maintained by the Association and the cost shall be a Common Expense.

8.1.2 Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, are Limited Common Elements, and shall be maintained, repaired and replaced by, and solely at the expense of the Unit Owner. The maintenance, repair and replacement of the platforms or other supports on which the compressors rest is the Association's responsibility.

8.1.3 Balconies, Lanais (Porches) and Patios. Exhibit "B" depicts certain balconies and porches as Limited Common Elements appurtenant to the adjacent Units. As used herein, the term "lanai" shall have the same meaning as "porch", as depicted in Exhibit "B". These Limited Common Elements include all lanais along the walkways, as well as extensions of walkways, and balconies attached to and serving the Units on the East ends of the North and South buildings, all of which were originally screened or otherwise enclosed by the developer of the Condominium, as well as the unenclosed patio serving Unit 101 and the enclosed patio serving Unit 118.

8.1.4 Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 11 below to be maintained, repaired or replaced by or at the expense of the Unit Owner, is a Limited Common Element appurtenant to that Unit, whether or not specifically described above. The foregoing includes windows, screens and doors, including all hardware and framings therefor.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to a particular Limited Common Element covered storage locker may be exchanged between Units by written agreement between the Unit Owners desiring such exchange, with the prior written approval of the Association. However, in no case shall a Unit have more than one Limited Common Element storage locker, as set forth in Section 8.1.1 above.

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

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

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

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property and Association Property or employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as, but not limited to, the submission of proposals, collection of Assessments, keeping of records, enforcement of Rules and Regulations, and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. However, the Association and its Directors and Officers shall retain at all times the powers and duties provided in the Condominium Act.

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

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

9.6 Powers and Duties; Limitation of Liability. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose fees for the use of Common Elements or Association Property if such use fees relate to expenses incurred by a Unit Owner having temporary, exclusive use of the Common Elements or Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners, provided that such action is approved by a majority of the Voting Interests. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the Units.

9.7 Purchase of Units. The Association has the power to purchase Units in the Condominium and to acquire, own, mortgage and convey them; said power to be exercised by the Board of Directors. There shall be no limitation on the Association's right to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments and to receive a Certificate of Title from the Clerk of the Court, or to take title by deed in lieu of foreclosure.

9.8 Acquisition of Property.

The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.7 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the Voting Interests.

9.9 Disposition of Property. ◇

Any Association Property, whether real, personal or mixed, may be sold, conveyed, leased, mortgaged or otherwise encumbered or disposed of by the same authority having the authority to acquire same under Sections 9.7 and 9.8 above.

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

9.11 Limitation on Liability.

Notwithstanding its duty to maintain and repair the Condominium or Association Property, the Association shall not be liable to Unit Owners for injury or damage (other than the cost of maintenance and repair) which is caused by: any latent condition of the property to be maintained and repaired by the Association; or the weather, Unit Owners or other person.

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

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

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

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

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Unit Owner. Multiple Unit Owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a Condominium Parcel is transferred for any reason, the new Unit Owner is jointly and severally liable with the previous Unit Owner for all Assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new Unit Owner may have to recover from the previous Unit Owner any amounts paid by the new Unit Owner. When a Unit Owner conveys a Unit to a trust or a legal entity, the Association may condition its approval upon the transferors agreeing to remain liable to the Association for any Assessments, charges or other obligations owing to the Association as of the date of the approval, and for so long as the transferee trust or other entity may remain the title holder of the condominium Unit.

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

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before 10 days after the date due shall not bear interest, but the Association may charge interest at the highest rate allowed by law, calculated from the date due until paid on all sums not timely paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorneys' fees, and finally to delinquent Assessments. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment. No payment by check is deemed received until the check has cleared. However, when the check clears, the payment shall be credited as of the date the Association received the check.

10.7 Acceleration. If any Special Assessment or installation of a regular Assessment as to a Unit becomes more than 30 days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien is recorded in the Public Records of Collier County, Florida. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been

paid. The right to accelerate shall be exercised by sending to the delinquent Unit Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Unit Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

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

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

10.10 Foreclosure of Lien. Subject to compliance with the prerequisites to commencing a foreclosure action as set forth in the Condominium Act, the Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

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

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

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

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

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

- A. Electrical wiring up to the circuit breaker panel in each Unit.
- B. Rough plumbing.
- C. All pipes, ducts, vents, wires, conduits and other facilities, equipment or fixtures located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
- D. The exterior surface of the entrance doors to the Units, and the full repair and replacement of all entrance doors to Units as originally installed by the developer of the Condominium.

- E. Fire alarm systems and sprinkler systems, if any.
- F. All exterior surfaces of the buildings, except as otherwise provided in Section 11.3 below.
- G. Railings on lanais, balconies and walkways.
- H. All portions of a building contributing to the support of the building, whether or not located within a Unit, which portions shall include load-bearing walls.
- I. All exterior light fixtures along walkways and on lanais and balconies.
- J. The repair and replacement of the frameworks and hardware for the screens on lanais as originally installed by the developer of the Condominium.

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

All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall reconstruct the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense. However, the Association shall not be responsible for incidental damage: to any alteration or addition made by a Unit Owner or his predecessor in title; to any item or improvement in the Unit or Limited Common Element that was not part of the standard items or improvements provided to purchasers by the developer of the Condominium; to paint, wallpaper, paneling, flooring, lanai screen enclosures, carpet or other items located within a Unit or Limited Common Element which, of necessity, must be cut or removed to gain access to work areas located behind or beneath them; or if the need for the work was caused by the negligence of a Unit Owner, his Family, Tenants, invitees or Guests.

11.2 Unit Owner Maintenance. Except as otherwise set forth in this Declaration, each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain Limited Common Elements. The Unit Owner's maintenance, repair and replacement responsibilities include, without limitation, the following items:

- A. Screens, windows, and sliding glass doors, including all frameworks, weather-stripping and hardware.
- B. The main entrance door to the Unit and its interior surface. However, the Association is responsible for the maintenance of all entrance doors to Units as originally installed by the developer of the Condominium
- C. All other doors within or affording access to the Unit.
- D. The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit and serving only the Unit.
- E. The circuit breaker panel and all electrical wiring going into the Unit from the circuit breaker panel.
- F. Appliances, water heaters, smoke alarms and vent fans.

- G. All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively.
- H. Carpeting, tile and other floor coverings.
- I. Door hardware, locks and weather-stripping.
- J. Shower pans.
- K. The main water supply shut-off valve for the Unit.
- L. Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.
- M. All interior partition walls which do not form part of the boundary of the Unit.
- N. All hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection serving the Unit.

Notwithstanding the foregoing, the Association may, solely at its option, maintain, repair and replace: all doors affording access to Units, and all related hardware, frameworks and weather-stripping; and all windows and all related hardware, frameworks and weather-stripping, as a Common Expense as part of a general plan of maintenance, repair and replacement for all Units.

In accordance with Section 718.113 of the Condominium Act, the Board of Directors may, subject to Section 718.3026 of the Condominium Act and the approval of a majority of the Voting Interests, install hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection that comply with or exceed the applicable building code. As set forth in Section 718.113 of the Condominium Act, the maintenance, repair, and replacement of such items are the responsibility of the Unit Owner. The Board of Directors may operate shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection installed pursuant to Section 718.113 of the Condominium Act without permission of the Unit Owners only if such operation is necessary to preserve and protect the Condominium Property and Association Property. The installation, replacement, operation, repair, and maintenance of such shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection in accordance with the procedures set forth in Section 718.113 of the Condominium Act are not a material alteration to the Common Elements or Association Property.

The cost of the installation of the hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection as described above is not a Common Expense and shall be charged individually to the Unit Owners based on the cost of installation of the hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection appurtenant to the unit. A Unit Owner who previously installed hurricane shutters in accordance with Section 718.113 of the Condominium Act that comply with the current applicable building code shall receive a credit when the shutters are installed; a Unit Owner who previously installed impact glass or code-compliant windows or doors that comply with the current applicable building code shall receive a credit when the impact glass or code-compliant windows or doors are installed; and a Unit Owner who previously installed other types of code-compliant hurricane protection that comply with the current applicable building code shall receive a credit when the same type of other code-compliant hurricane protection is installed, and the credit shall be equal to the pro rata portion of the assessed installation cost assigned to each Unit. However, such Unit Owner remains responsible for the pro rata share of expenses for hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection installed on Common Elements and Association

Property by the Board of Directors pursuant to Section 718.113 of the Condominium Act and remains responsible for a pro rata share of the expense of the replacement, operation, repair, and maintenance of such shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection.

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

A. Balconies and Lanais. Except as set forth to the contrary in this Declaration, maintenance, repair and replacement of balconies and lanais and painting of the exterior walls of the building on balconies and lanais is the responsibility of the Association and is a Common Expense. With respect to a lanai or balcony that has been enclosed by a Unit Owner, the Unit Owner who has the exclusive right to use said lanai or balcony shall be responsible for the maintenance, care and preservation of the paint and surface of the interior walls, floor and ceiling within said area. Where the lanai or balcony area so enclosed has not also been incorporated within the air conditioned living area of the Unit by the removal of the doors and partitions between the lanai or balcony and living area, the Unit Owner must keep the interior wall surfaces of the lanai or balcony painted the same color as the exterior of the building. Day to day cleaning of all balconies and lanais is the responsibility of the Unit Owner. The Unit Owner shall be responsible for all wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs on balconies and lanais. The Association is responsible for the maintenance, repair and replacement of all concrete slabs and railings. No floor coverings may be installed on concrete surfaces without prior written approval of the Board of Directors and subject to such specifications and other conditions as determined by the Board of Directors. The Unit Owner and the Association have such additional obligations as set forth in Section 11.2(A) above.

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

C. Flooring. All Units shall have floors coverings (tile, wood, carpet, etc.) installed over adequate sound insulating material meeting specifications approved by the Board. The Unit Owner shall secure written permission of the Board as described in Section 11.5 hereof. The Board reserves the right to inspect the installation to assure compliance. If the Unit Owner fails to give the notice and secure written permission as described in Section 11.5, or does not allow the Board to inspect the installation as it is being made, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard surface flooring with carpeting, or require the removal of such hard surface flooring at the expense of the offending Unit Owner.

D. Window and Door Coverings. The coverings of windows and doors, whether by draperies, shades or other materials, which are visible from the exterior of the Unit, must be white, off-white or beige and non-reflective. Window and door coverings may be subject to additional Rules and Regulations.

E. Alterations and Additions. If a Unit Owner makes any alterations or additions to his Unit or Common Elements, the Unit Owner and his successors in title shall be financially responsible for the (i) insurance, maintenance, repair and replacement of such alterations or additions; (ii) cost of repairing any damage to the Limited Common Elements, Common Elements, Association Property and/or Units resulting from such alterations or additions; and (iii) cost of removing, replacing or reinstalling such alterations and additions, if their removal by the Association becomes necessary in order to

maintain, repair, replace or protect other parts of the Condominium Property and Association Property for which the Association is responsible.

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

11.4 Approval of Alterations or Construction. In all cases in which the Board must approve construction in or alterations to a Unit or the Common Elements requested by a Unit Owner, the Unit Owner shall provide the Board with not less than 30 days written notice of the Unit Owner's intention, together with plans and specifications indicating the proposed construction. The Board shall indicate its approval or disapproval of the proposed construction in writing within 30 days of receipt of the notice and all required plans. The Board reserves the right to consult with a licensed Florida architect or professional engineer and to pass such costs on to the Unit Owner and to require that any plans and specifications be prepared by a licensed Florida architect or engineer. The Board may extend the time in which it must render its decision by an additional 30 days in the event it determines a licensed Florida architect's or professional engineer's review is necessary. The Association shall have the ability to impose reasonable Rules and Regulations on alterations or construction by Unit Owners, including a requirement that the Unit Owner or the contractor(s) pay a security deposit or post a compliance bond.

11.5 Alterations and Additions to Units or Common Elements by Unit Owners. No Unit Owner shall make or permit the making of any material alterations or substantial additions to his Unit without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed alterations or additions would adversely affect, or in any manner be detrimental to, the Condominium in whole or in part.

If any Unit Owner requests approval for an alteration of modification involving the removal of any permanent interior partition, the Board of Directors shall have the right to permit such removal so long as the permanent interior partition to be removed is not a loadbearing partition and the removal thereof would not materially affect or interfere with the provision of utility services constituting Common Elements located therein.

No Unit Owner shall cause any of his Limited Common Elements to be enclosed or change the exterior of any Unit or the exterior appearance of any portion of the Condominium, except that with the prior written approval of the Board of Directors, a Unit Owner may make structural or cosmetic changes to his lanai, including enclosing that area and removing doors and partitions between the lanai and the living area of the Unit.

The installation of hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection by a Unit Owner shall be subject to regulation by the Board of Directors in accordance with its specifications. The Board of Directors shall not refuse to approve the installation or replacement of hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection by a Unit Owner if the installation or replacement

conforms to the specifications adopted by the Board of Directors and the applicable building code. The Board of Directors' specifications shall also regulate style and may include other factors deemed relevant by the Board. The installation, replacement, operation, repair and maintenance of hurricane shutters and other types of code-compliant hurricane protection shall not be deemed a material alteration to the Common Elements or Association Property.

The Board may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit of a religious object not to exceed 3" wide, 6" high, and 1.5" deep.

11.6 [Reserved].

11.7 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the Association's responsibility and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the Association Property without prior approval of at least 2/3 of the Voting Interests. Notwithstanding the foregoing, prior membership approval is not required, regardless of whether the work constitutes a material alteration or substantial addition to the Common Elements or Association Property, if the work is: reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property, or any part thereof; reasonably necessary to comply with any local, state or federal law or regulation; or intended for the security and safety of the Unit Owners.

11.8 Enforcement of Maintenance. If after reasonable notice the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required in this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit, to the extent such entry is permitted by the Condominium Act, maintaining, repairing and replacing any item which constitutes a hazard to other Condominium Property, Association Property or residents, or which has a material adverse effect on the appearance of the Condominium, and holding the Unit Owner responsible for all costs incurred, together with reasonable attorney's fees and other expenses of collection, if any.

11.9 Negligence; Damage Caused by Condition in Unit. 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 wrongful act or negligence, or by that of any member of his family or his Guests, employees, agents, invitees or Tenants. Each Unit Owner has a duty to maintain his Unit, any Limited Common Element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Unit Owners and residents. If any condition, defect or malfunction, resulting from the Unit Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable for the damage. The Association may take such enforcement action as set forth in Section 11.8 above.

11.10 Association's Access to Units. Pursuant to Section 718.111(5)(a) of the Condominium Act, the Association has an irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any

portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit. The Association may enter an "abandoned" (as such term is defined in Section 718.111(5)(b) of the Condominium Act) Unit to inspect the Unit and adjoining Common Elements; make repairs to the Unit or to the Common Elements serving the Unit, as needed; repair the Unit if mold or deterioration is present; turn on utilities for the Unit; or otherwise maintain, preserve, or protect the Unit and adjoining Common Elements. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of privacy and freedom from unreasonable annoyance. The Association may retain a pass-key to all Units. No Unit Owner shall alter any lock or install a new lock which prevents access when the Unit is not occupied, unless the Unit Owner provides the Association with a key. If the Unit Owner does not provide the Association with a key to the Unit, the Unit Owner shall pay all costs the Association incurs in gaining entrance to the Unit, and shall also be responsible for any damage resulting from delay in gaining entrance caused by the unavailability of a key. Any expense incurred by the Association pursuant to Section 718.111(5)(b) of the Condominium Act is chargeable to the Unit Owner and enforceable as an Assessment pursuant to Section 718.116 of the Condominium Act, and the Association may use its lien authority provided by Section 718.116 of the Condominium Act to enforce collection of the expense. The Association may petition a court of competent jurisdiction to appoint a receiver to lease out an abandoned Unit for the benefit of the Association to offset against the rental income the Association's costs and expenses of maintaining, preserving, and protecting the Unit and the adjoining Common Elements, including the costs of the receivership and all unpaid Assessments, interest, late fees, costs, and reasonable attorneys' fees.

11.11 Pest Control. The Association may supply pest control within Units with the cost thereof being part of the Common Expenses. A Unit Owner has the option to decline such service, but in that case the Unit Owner shall employ a pest control company to enter his Unit on a regular basis to perform such services and furnish written evidence of same to the Association. Because the cost of pest control service provided by the Association is a Common Expense, the election of a Unit Owner not to use such service shall not reduce the Unit Owner's Assessment.

12. **USE RESTRICTIONS:** The use of the Condominium Property and Association Property shall be in accordance with the following provisions:

12.1 Units. Units may be used for Single Family residential living and for no other purpose. Each Unit shall be occupied by a Single Family, its caregivers and Guests. No trade, business, profession or other type of commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Unit Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incidental to residential use.

12.2 Occupancy in Absence of Unit Owner. If the Unit Owner and his Family who permanently reside with him are absent, and are not occupying it, and the Unit has not been leased, the Unit Owner may permit his Unit to be occupied by his Guests only in accordance with the following:

A. This type of occupancy is restricted to not more than 4 times in any calendar year. Any Guest and his Family may occupy the Unit in the absence of the Unit Owner for a period not to exceed 14 days. A period of at least 7 days must elapse between occupancy of Guests in the absence of the Unit Owner.

B. When such occupancy is desired, a form entitled, "Request for Guest Occupancy When Owner Not in Residence" must be obtained from the Association's property management company, completed, signed by the Unit Owner and submitted to the Association's property management company not less than 3 business days in advance of the Guest(s)' arrival. The Unit Owner must provide the name, address and the dates of the Guest(s)' planned arrival and departure and such other information as the Board of Directors may reasonably require. Any Guest occupancy application that contains incorrect or untrue information, or is a misrepresentation of fact shall result in the Association taking such enforcement action as the Board of Directors shall determine in its discretion.

C. Occupancy of a Unit pursuant to this Section 12.2 shall be restricted to no more than 8 persons.

D. Guests are not permitted to occupy a Unit without compliance with all provisions in this Section 12.2.

E. If a Unit is uninhabitable for any reason, the Unit Owner may use another Unit Owner's Unit without compensation, with permission from that Unit Owner and notification to the Board of Directors, and without reference to other Guest provisions in the Condominium Documents.

12.3 Occupancy When Unit Owner is Present. There is no restriction on the number of Guests, whether related or unrelated to the Unit Owner, who may occupy the Unit in the presence of the Unit Owner, provided that occupancy shall never exceed the maximum number permissible under the Code of Ordinances of the City of Naples, Florida. However, if a Unit Owner leaves his Unit for more than 14 days after Guests are occupying the Unit, the provisions of Section 12.2 above shall apply to the Guests who remain in occupancy.

12.4 Minors. All persons under 18 years of age shall be supervised as appropriate by an adult to insure that they do not become a source of unreasonable annoyance to others.

12.5 Pets. The keeping of pets of any kind or description is prohibited.

12.6 Nuisances. No Unit Owner shall use his Unit, or permit it to be used by family members, Guests, Lessees, agents or invitees, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to others, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and the Unit Owner, his family members, Guests, Tenants, agents and invitees shall at all times conduct themselves in a peaceful and orderly manner.

12.7 Signs. No person may post or display "For Sale" or "For Rent", or other similar signs anywhere on the Common Elements or Association Property. However, "Open House" signs are permitted only during the open house.

12.8 Vehicles. No vehicle shall be parked in the Condominium Property or the Association Property except in a designated parking space. Commercial vehicles, boats, boat trailers or other trailers of any kind, campers, recreational vehicles (RVs), travel trailers, motorcycles, motor homes and other similar vehicles may not be parked for more than 48 hours, without the prior written approval of the Board of Directors. For the purpose of this Section 12.8, the term "commercial vehicle" includes vehicles which: (i) contain commercial lettering on the exterior, racks or tools in the bed; and/or (ii) are used primarily for the transportation of goods. The term "commercial vehicle" does not include a pick-up truck, van or sport utility vehicle which is used for the primary purpose of transportation of passengers and their personal goods. Because the number of parking spaces is limited, a Unit Owner's right to keep more than 2 vehicles on the Condominium Property may be limited or regulated by the Association. No maintenance or repair shall be performed on any vehicle on the Condominium Property.

12.9 Antennas, Satellite Dishes and Flags. Unit Owners may not install antennas or satellite dishes, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the lanai of the Unit. The Board may require that a Reception Device be painted in order to blend into the appearance of the rest of the building. The installation and display of flagpoles and flags shall be subject to regulation by the Board, but no Unit Owner shall be prevented from displaying a portable, removable United States flag in a respectful manner or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, be prevented from displaying in a respectful manner a portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'.

12.10 Use of Common Elements.

Common hallways, stairways and other Common Elements, Limited Common Elements and Association Property shall not be obstructed, littered, defaced or misused in any manner. Balconies, lanais, walkways, stairways and equipment rooms shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, outdoor cooking, cleaning of rugs or other household items, or storage of personal property. Bicycles shall be kept inside Units or in Association provided bike racks. The owner of a bicycle shall register it with the Association and visibly display his name and Unit number on the bicycle.

13. **LEASING OF UNITS:** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this section. All leases of Units must be in writing. A Unit Owner may lease only his entire Unit, and then only in accordance with this Section and the Rules and Regulations, after receiving the approval of the Association. The Lessee must be a person or persons and not a corporation, partnership, trust or other entity.

13.1 Procedures.

13.1.1 Notice by the Unit Owner. A Unit Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least 30 days prior to the first day of occupancy under the lease together with the name and address of the proposed Lessee

and all other occupants, including Guests, a fully executed copy of the proposed lease, a completed rental application form and such other information as the Board of Directors may reasonably require. The Board of Directors may require a personal interview with the Lessee and his spouse, if any, and a background check as a pre-condition to approval. The applicant(s) must sign for having received copies of the Condominium Documents.

13.1.2 Board Action. After the required notice and all information or interviews requested have been provided, the Board of Directors shall have 20 days in which to approve or disapprove the proposed lease. If the Board of Directors or its designee neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval. A proposed lease shall be disapproved only if a majority of the entire Board of Directors so votes. To facilitate approval of leases during times when many Directors are not in residence, the Board of Directors may delegate its approval (but not its disapproval) powers to an ad hoc committee, which shall consist of at least 3 members.

13.1.3 Disapproval. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- (1) the Unit Owner is delinquent in the payment of Assessments at the time the application is considered;
- (2) the Unit Owner and/or agent has or have a documented history of leasing the Unit without obtaining approval, not screening potential Lessees adequately, leasing to troublesome Lessees and/or refusing to control or accept responsibility for the occupancy of the Unit;
- (3) the application on its face indicates that the applicant(s) intend(s) to conduct himself/themselves in a manner inconsistent with the Condominium Documents and other covenants and restrictions applicable to the Condominium;
- (4) the applicant(s) has/have been convicted of a felony: involving violence to persons or property; involving sale of a controlled substance; or that results in the applicant(s) being legally classified as a "sexual offender(s)";
- (5) the applicant(s) and/or his or their Family members has/have a history of conduct which evidences disregard for the rights and property of others;
- (6) the applicant(s) has/have evidenced an attitude of disregard for the Condominium Documents by his/their conduct in the Condominium as a Lessee, Unit Owner, Guest, family member, licensee or invitee of a Unit Owner;
- (7) The applicant(s) evidence(s) a strong probability of financial irresponsibility;
- (7) the applicant(s) has/have failed to provide the notice, information, fees or security deposit required to process the application in a timely manner, or provided false information to the Association as part of the application procedure; or
- (8) the lease was concluded by the parties without having sought and obtained the prior approval required herein.

13.1.4 Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board of Directors or its designee at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board of Directors, be treated as a nullity, and the

Board of Directors shall have the power to evict the Lessee without securing consent to such eviction from the Unit Owner.

13.1.5 Applications: Assessments. Applications for authority to lease shall be made to the Board of Directors or its designee on such forms and include such terms as the Board of Directors may provide from time to time. The legal responsibility for paying Assessments may not be delegated to the Lessee.

13.2 Term of Lease and Frequency of Leasing; Exception. No Unit may be leased more often than twice per calendar year, with the minimum lease term being 90 days. For purposes of the foregoing restriction, the first day of occupancy under the lease shall conclusively determine in which calendar year the lease occurs. No lease may be for a period of more than one year and no option for the Lessee to extend or renew the lease for any additional period shall be permitted. However, the Board of Directors may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the Lessee is permitted.

13.3 Occupancy During Lease Term. No one but the Lessee(s), and his/their Family or Guests may occupy the Unit. Overnight Guests may occupy a leased Unit subject to the following restrictions: (i) a Lessee may have overnight Guests twice during each 90 day period of his lease; and (ii) the duration of the Guest's visit is limited to 14 days or less, and at least 7 days must pass between the first and second Guest's visits.

At no time during the lease period may the Unit Owner occupy the Unit, except in extenuating circumstances and with prior written approval of the Board of Directors.

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

13.5 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the recreation or parking facilities during the lease term, except that the Unit Owner may temporarily use the parking facilities in order to access the Unit as a landlord pursuant to Part II, Chapter 83, Florida Statutes (Landlord Tenant Act). This limitation is notwithstanding any purported waiver by the Tenant of his use rights as permitted by Section 718.106 of the Condominium Act, due to the burden on Association administration and parking limitations.

13.6 Regulation by Association.

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

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

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

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

14.1 Forms of Ownership:

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

B. Co-Ownership. Co-ownership of Units is permitted. If the co-Unit Owners are to be other than husband and wife or cohabitants who live together as a single housekeeping unit (and therefore qualify as a "Family" pursuant to Section 4.9 of this Declaration), the Board of Directors shall condition its approval upon the designation by the proposed new Unit Owners of one person as the Primary Occupant. The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Unit Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 24 month period.

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

D. Designation of Primary Occupant. If any Unit Owner fails to designate a Primary Occupant when required to do so, the Board of Directors may make the initial designation for the Unit Owner, and shall notify the Unit Owner in writing of its action.

E. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Member, and occupancy of the Unit shall be as if the life tenant were the only Unit Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all Assessments and charges against the Unit. Any consent or approval required of Members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Unit Owners for purposes of determining voting and occupancy rights under Section 14.1(B) above.

14.2 Transfers.

14.2.1 Sale or Gift. No Unit Owner may transfer a Unit or any ownership interest in a Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

14.2.2 Devise or Inheritance. If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below, using the same criteria as for transfers. However, the approval shall not be denied to any devisee or heir who was the prior Unit Owner's lawful spouse at the time of death, or was the Unit Owner's parent or child (whether by blood, marriage, adoption or legal custody).

14.2.3 Other Transfers. If any Unit Owner acquires title in any manner not considered in the foregoing subsections, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors under the procedures outlined in Section 14.3 below.

14.3 Procedures.

14.3.1 Notice to Association.

14.3.1.1 Sale or Gift. A Unit Owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least 30 days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, an application for approval to purchase, processing fee and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse or cohabitant, if any, and a background check as a pre-condition to approval.

14.3.1.2 Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership 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, but may sell or lease the Unit following the procedures in Section 13 and this Section 14. However, the approval shall not be denied to any devisee or heir who was the prior Unit Owner's lawful spouse at the time of death, or was the Unit Owner's parent or child (whether by blood, marriage, adoption or legal custody).

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

14.3.2 Board Action. Within 20 days after receipt of the required notice and all information or interview requested, 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 an officer in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limit set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee. To facilitate transfers proposed during times when many Directors are not in residence, the Board of Directors may by resolution delegate its approval (but not disapproval) powers to an ad hoc committee, which shall consist of at least 3 members. The Chairman of the committee shall be deemed a Vice-President of the Association, and as such shall be empowered to execute a Certificate of Approval to the transferee.

14.3.3 Disapproval With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the entire Board so votes. The following, without limitation, may be deemed to constitute good cause for disapproval (to the extent reasonably relevant to the application):

- (1) the applicant(s) has/have been convicted of a felony: involving violence to persons or property; involving sale of a controlled substance; or that results in the applicant(s) being legally classified as a "sexual offender(s)";
- (2) the application on its face gives the Board reasonable cause to believe that the applicant(s) intend(s) to conduct himself/themselves in a manner inconsistent with the Condominium Documents and other covenants and restrictions applicable to the Condominium;
- (3) the applicant(s) and/or his or their Family members has/have a history of conduct which evidences disregard for the rights and property of others;
- (4) the applicant(s) has/have evidenced an attitude of disregard for the Condominium Documents by his/their conduct in the Condominium as a Lessee, Unit Owner, Guest, Family member, licensee or invitee of a Unit Owner;
- (5) the applicant(s) has/have failed to provide the information or fees required to process the application in a timely manner, or provided false information to the Association as part of the application procedure;
- (6) the transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein; or
- (7) the applicant(s) has/have a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts.

14.3.4 Disapproval Without Good Cause. The Association's approval shall not be denied unless a majority of the entire Board so votes. If the Board disapproves without good cause, then within 30 days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Unit Owner the name of an approved purchaser (which may be the Association) who will purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales

contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, the price to be paid shall be in cash and shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by 2 state-certified property appraisers, one selected by the Unit Owner and the other by the Association. The cost of the appraisals shall be shared equally by the purchaser and Unit Owner. All other closing costs shall be paid or prorated in accordance with the Naples Area Board of Realtors standard form of residential purchase contract. Each party shall pay his/its own attorneys' fees. The closing shall take place no later than 60 days after the date of Board disapproval or 30 days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek all legal remedies.

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

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

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

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

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

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

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

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

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

D. A Unit Owner's policy must conform to the requirements of s. 627.714, which provides:

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

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

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

(4) Every individual Unit Owner's residential property policy must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount recoverable under any other policy covering the same property.

E. All reconstruction work after a property loss must be undertaken by the Association except as otherwise authorized in this Section 15. A Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Directors. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner must obtain all required governmental permits and approvals before commencing reconstruction.

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

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

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

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

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

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

H. The Association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former Owner of the Unit or by the developer of the Condominium if the improvement benefits only the Unit for which it was installed and is not part of the standard improvements installed by the developer on all Units as part of original construction, whether or not such improvement is located within the Unit. This does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements.

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

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

15.2.2 Flood. In amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program, but in no event less than required in order that Unit Owners and prospective purchasers may obtain mortgage financing from Institutional Mortgagees.

15.2.3 General Liability and Automobile. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. In addition, automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

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

15.2.5 Directors, Officers and Committee Members Liability Insurance. The Association shall maintain Directors, Officers and Committee Members Liability Insurance, in amounts deemed adequate by the Board of Directors.

15.2.6 Fidelity Bond/Insurance. The Association shall maintain fidelity bonding/insurance as required by the Condominium Act.

15.3 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Unit Owners, including without limitation, additional flood insurance.

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

15.5 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Unit Owners, or their respective servants, agents or Guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

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

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

15.6.2 Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.

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

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

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

15.7.2 Failure to Repair or Reconstruct. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be repaired or reconstructed, the remaining proceeds shall be distributed to the beneficial owners, with remittances to Unit Owners and their mortgagees being payable jointly to them.

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

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

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

16.2 Damage to Common Elements - Less than "Very Substantial". Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial", as defined in Section 16.3 below, it shall be mandatory for the Association to repair and reconstruct the damaged improvements, and the following procedures shall apply:

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

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

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby 75% or more of the total Units cannot reasonably be rendered habitable within 60 days. Should such "very substantial" damage occur:

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

B. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and reconstruction.

C. A Members' meeting shall be called by the Board of Directors to be held not later than 60 days after the Board of Directors has obtained the estimates, to determine whether the Members wish to rebuild or terminate the Condominium Property.

D. If the insurance proceeds and reserves available for the repair and reconstruction that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a Special Assessment that exceeds 15% of the total annual budget for the Association in the year in which the casualty occurred, the Condominium will be repaired and reconstructed unless at least 2/3 of the Voting Interests vote for termination, or unless the then applicable zoning or other regulatory laws and ordinances will not allow reconstruction of the same number and general types of Units, in each of which cases the Condominium shall be terminated.

E. If the insurance proceeds and reserves available for the repairs and reconstruction that are the Association's responsibility are not sufficient to cover the estimated cost thereof and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying a Special Assessment that exceeds 15% of the total annual budget for the Association in the year in which the casualty occurred, the Condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least 2/3 of the Voting Interests vote against termination. If at least 2/3 of the Voting Interests vote against termination, the Board of Directors shall levy such Special Assessment and shall proceed to negotiate and contract for the necessary repairs and reconstruction. The proceeds from the Special Assessment shall be added to the funds available for repair and reconstruction.

Notwithstanding the foregoing in this subsection (E), if the then applicable zoning or other regulatory laws and ordinances will not allow reconstruction of the same number and general types of Units, the Condominium shall be terminated.

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

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and reconstruction are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and reconstruction, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 15.6.3 above, or applied as a credit towards future Assessments, in the Board's discretion.

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

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original Condominium Property. However, if the damaged property is a building, reconstruction or repairs may be made according to different plans and specifications approved by the Board or Directors, the Owners of at least 75% of the Units and the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the Unit Owner and his Institutional Mortgagee, if any. Approval from the Owners is not required to the extent that deviations from the original plans and specification are required by the applicable building code(s) and zoning ordinance(s) in effect at that time.

17. CONDEMNATION:

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

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

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

provided below. Proceeds of awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

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

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

17.5.1 Reconstruction of Unit. The Unit shall be made habitable. If the cost of reconstruction exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

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

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

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

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

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

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

17.6.4 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessment against Units that will continue as Units after the changes

in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Units in the Common Elements after the changes affected by the taking.

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

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

17.8 Amendment of Declaration. Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of Common Expenses that are necessitated by condemnation shall be accomplished by amending this Declaration in accordance with Sections 17.5 and 17.6 above. Such amendment need be approved only by the Owners of a majority of the Units. The consent of Unit Owners and lien holders is not required for any such amendment.

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

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

18.2 Agreement. The Condominium may be terminated at any time by written approval of all Unit Owners and all record owners of mortgages on Units. If the proposed termination is submitted to a meeting of the Members, the notice of which meeting gives 30 days' notice of the proposed termination, and if the written approval of the Owners of Units to which not less than 75% of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium, are obtained not later than 30 days from the date of such meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms

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

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

The purchase price shall be paid in cash. The sale shall be closed within 10 days following the determination of the sale price.

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Collier County, Florida.

After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Unit Owners' Units prior to the termination.

This Section 18 concerning termination shall not be amended without consent of all Unit Owners and of all record owners of mortgages upon the Units.

19. **ENFORCEMENT:**

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

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

19.2 Waiver of Rights. The failure of the Association or any Member to enforce a right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Unit Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws.

Actions arising under this Section 19 or the Condominium Act may not be deemed to be actions for specific performance.

19.3 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Guest, Tenant or other invitee, or the Association to comply with the requirements of the Condominium Act and/or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys' fees as may be awarded by the court.

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

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the Institutional Mortgagee of a Unit shall be required for any amendment to this Declaration which would decrease the Unit's share of ownership of the Common Elements, except as otherwise provided in Section 17.

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

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

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

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

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

- A. Any 60 day or longer delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds an Institutional Mortgage.

B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

C. Any proposed action that requires the consent of a specified percentage of mortgage holders.

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

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

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

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

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

21.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by at least 2/3 of the Voting Interests at any annual or special Members' meeting, provided that notice of the proposed amendment has been given to the Members in accordance with the Condominium Act and the Bylaws. The Condominium Documents shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of the Condominium Documents. The Board of Directors shall have the authority to amend the Condominium Documents in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend the Condominium Documents to correct scrivener's errors or omissions, and amend and restate the Condominium 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). The Board shall supply the Members with a copy of the adopted amendments.

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

21.5 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus unless the record Owner of the Unit and all record owners of liens on the Unit, if any, consent in writing to the amendment and at least a majority of the Voting Interests approve such amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17.

22. MISCELLANEOUS:

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

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

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

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

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

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

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

EXHIBIT " A "

Commencing at the Southwest corner of Lot 9 of Block "R" of THE MOORINGS, UNIT NO. 8, according to the plat thereof as recorded in Plat Book 8, Page 11, Collier County Public Records, Collier County, Florida; thence along the South line of said Lot 9, North 85°-14'-40" East 166.91 feet for the Place of Beginning of the Parcel herein described;

thence North 1°-09'-30" East 26.37 feet;
 thence North 88°-50'-30" West 54.67 feet;
 thence North 1°-09'-30" East 124.67 feet;
 thence North 88°-50'-30" West 24.00 feet;
 thence North 1°-09'-30" East 40.00 feet;
 thence South 88°-50'-30" East 24.00 feet;
 thence North 1°-09'-30" East 166.56 feet;
 thence along the North line of Lot 8 of said Block;
 "R", South 82°-39'-10" East 264.02 feet;
 thence South 1°-09'-30" West 77.57 feet;
 thence North 88°-50'-30" West 135.83 feet;
 thence South 1°-09'-30" West 164.67 feet;
 thence South 88°-50'-30" East 135.83 feet;
 thence South 1°-09'-30" West 78.02 feet;
 thence along the South line of said Lot 9,
 South 85°-14'-40" West 148.96 feet to the
 Place of Beginning;

being a part of said Lot 9 and a part of said Lot 8 of Block "R", THE MOORINGS, UNIT NO. 8, containing 1.06 acres more or less.

Recorded and Verified
 in Official Records of
 COLLIER COUNTY, FLORIDA
 DWIGHT F. BROCK, CLERK

Best Available Image

LOTS 8 AND 9, BLOCK "R", THE MOORINGS
UNIT NO. 8 (PLAT BOOK 8, PAGE 11)
CITY OF NAPLES, COLLIER COUNTY, FLORIDA

Amendment to:
DECLARATION OF CONDOMINIUM RECORDED IN
OFFICIAL RECORD BOOK 20-31 PAGE 55-59
THRU 3-41 FILE NUMBER 1904517
DATE 2-16-95 TIME 1:00 pm.
DWAYNE E. BLOCH, CLERK
Shelley Stroh, DC.

EXHIBIT "B" ILLUSTRATION OF
RESCUE CHAIR
SCHEMATIC
UNIT

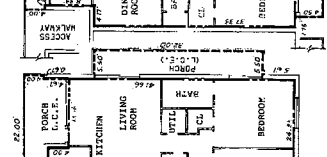
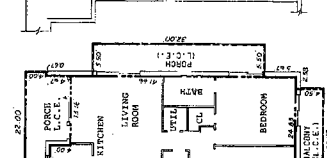
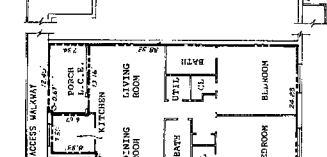
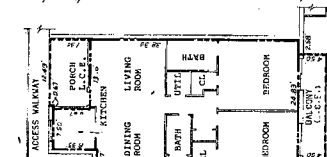
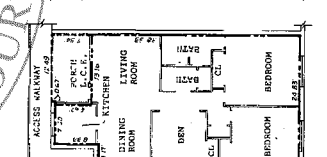
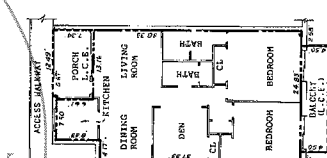
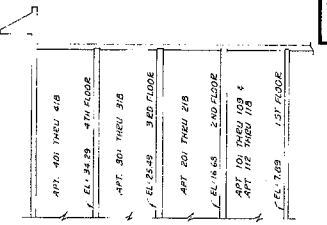
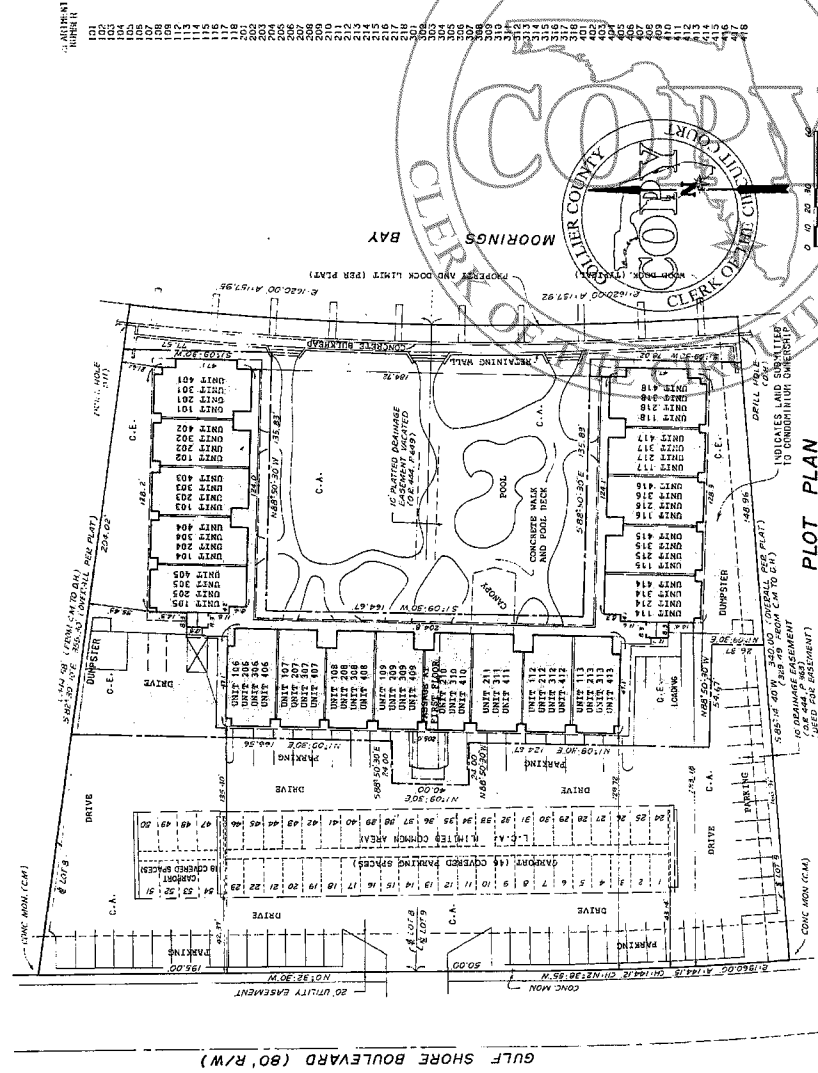
- GENERAL NOTES:
- 1) CERTAIN SPECIFIC ELEMENTS ARE NOT COMMONLY ILLUSTRATED HEREON REFER TO THE APPLICABLE SECTIONS OF THE SPECIFICATIONS AND ELEMENTS AND TO THE DECLARATION OF COMMONHUEM THEREIN.
 - 2) REFER TO THE APPLICABLE SECTIONS OF THE DECLARATION OF COMMONHUEM FOR DEFINITION AND DESIGNATION OF THE UNIT ELEMENTS.
 - 3) REFER TO THE UNIT ELEMENTS OF PERMANENT COMMONHUEM UNIT LINE.
 - 4) REFER TO THE ELEMENTS OF INDICATES AFFIRMATIVE LIMITED COMMON ELEMENT LINE.
 - 5) EVERYTHING EXTERIOR OF COMMONHUEM UNIT AND LIMITED COMMON ELEMENT IS COMMON ELEMENT.
 - 6) C.E. INDICATES COMMON ELEMENT.
 - 7) C.E. INDICATES COMMON ELEMENT.
 - 8) C.E. INDICATES COMMON ELEMENT.
 - 9) C.E. INDICATES COMMON ELEMENT.
 - 10) C.E. INDICATES COMMON ELEMENT.

LEGAL DESCRIPTION OF CONTIGUOUS PARCEL

beginning at the Southwest corner of Lot 6 of Block "W" of The Moorings Unit, No. 8 according to the plat therein as recorded in Plat Book "P" page 11, Collier County, Florida, and thence along the South line of said Lot 6, North 85°-15'-10" East 166.91 feet for the Place of Beginning; and thence along the East line of said Lot 6, North 0°-00'-00" East 166.91 feet to the Place of Beginning; and thence North 88°-50'-30" West 51.67 feet; thence North 88°-50'-30" West 51.67 feet; thence North 88°-50'-30" West 24.00 feet; thence North 88°-50'-30" West 24.00 feet; thence North 88°-50'-30" East 166.91 feet; thence North 1°-00'-30" East 166.91 feet; thence North 1°-00'-30" East 166.91 feet; South 87°-30'-15" East 200.02 feet; thence South 1°-00'-30" West 72.57 feet; thence South 1°-00'-30" West 72.57 feet; thence South 1°-00'-30" West 166.67 feet; thence South 1°-00'-30" West 166.67 feet; thence South 1°-00'-30" East 135.83 feet; thence along the South line of said Lot 9, North 88°-50'-30" East 166.91 feet, being a part of said Lot 9 and a part of said Lot 8 of Block "W", The Moorings Unit No. 8, City of Naples, Florida, and thence along the East line of said Lot 8, containing 1.06 Acres more or less.

PRINTED
APR 15 1994

WILLIAM L. LEE, JR., LEE, HARTON

[illegible][illegible]

**SCHEMATIC
BUILDING
SECTION
NO SCALE**

PLAN 3A

PLAN 3

PLAN 2A

PLAN 2

PLAN 1A

PLAN I

TYPICAL FLOOR PLANS

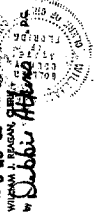
ELEVATIONS ARE BASED ON
AFRAN SEA LEVEL DATUM.

A vertical scale bar labeled "SCALE" and "IN" with markings at 0, 2, 4, 6, 8, 16, and 24.

COQUINA CLUB OF NAPLES, A CONDOMINIUM

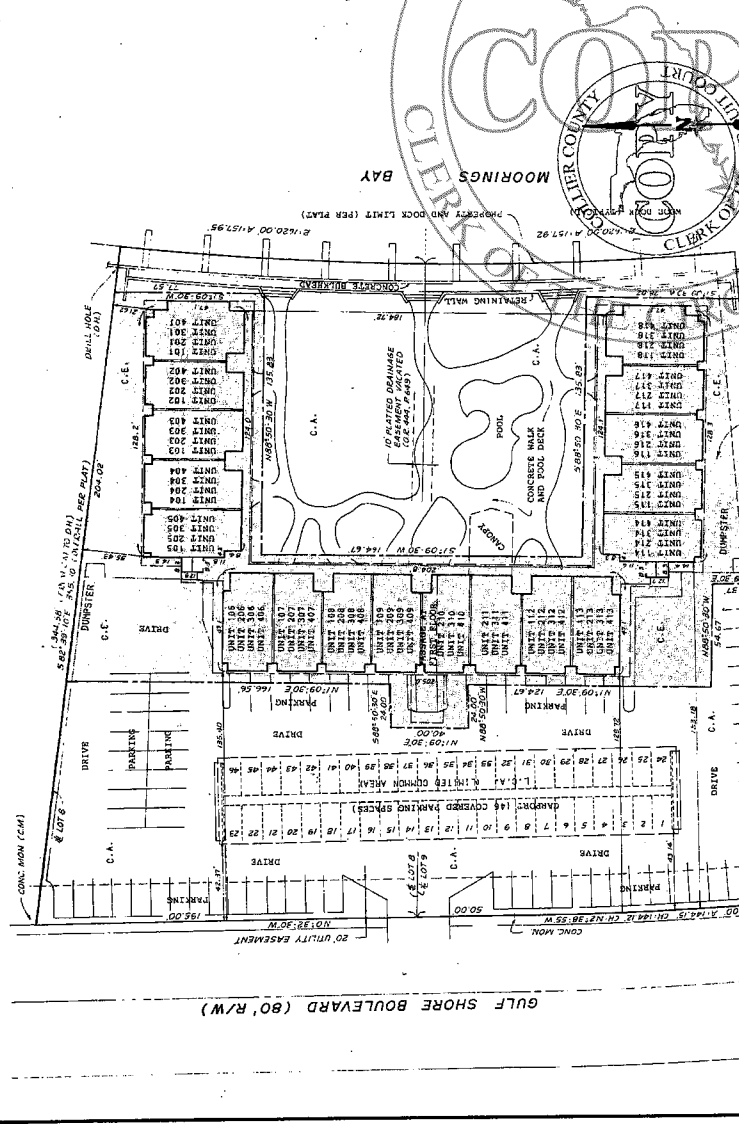
LOTS 8 AND 9, BLOCK "R", THE MOORINGS
UNIT NO. 8 (FLAT BOOK 8, PAGE 11)
CITY OF NAPLES, COLLIER COUNTY, FLORIDA

As amended by:
OFFICIAL RECORD BOOK 131, PAGE 172
THRU 817 FILE NUMBER 940032
DATE 3-30-15 TIME 2:05 P.M.
WILSON, MILLER & BARTON, INC.
BY *Dubbi* *HB*



UNIT SCHEDULE

UNIT OR REVERSED	PLAN TYPE	FLOOR	WING	APARTMENT NUMBER
REVERSED	1	ST	NORTH	101
REVERSED	1	ST	NORTH	102
REVERSED	1	ST	NORTH	103
REVERSED	1	ST	NORTH	104
REVERSED	1	ST	NORTH	105
REVERSED	1	ST	NORTH	106
REVERSED	1	ST	NORTH	107
REVERSED	1	ST	NORTH	108
REVERSED	1	ST	NORTH	109
REVERSED	1	ST	NORTH	110
REVERSED	1	ST	NORTH	111
REVERSED	1	ST	NORTH	112
REVERSED	1	ST	NORTH	113
REVERSED	1	ST	NORTH	114
REVERSED	1	ST	NORTH	115
REVERSED	1	ST	NORTH	116
REVERSED	1	ST	NORTH	117
REVERSED	1	ST	NORTH	118
REVERSED	1	ST	NORTH	119
REVERSED	1	ST	NORTH	120
REVERSED	1	ST	NORTH	121
REVERSED	1	ST	NORTH	122
REVERSED	1	ST	NORTH	123
REVERSED	1	ST	NORTH	124
REVERSED	1	ST	NORTH	125
REVERSED	1	ST	NORTH	126
REVERSED	1	ST	NORTH	127
REVERSED	1	ST	NORTH	128
REVERSED	1	ST	NORTH	129
REVERSED	1	ST	NORTH	130
REVERSED	1	ST	NORTH	131
REVERSED	1	ST	NORTH	132
REVERSED	1	ST	NORTH	133
REVERSED	1	ST	NORTH	134
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REVERSED	1	ST	NORTH	193
REVERSED	1	ST	NORTH	194
REVERSED	1	ST	NORTH	195
REVERSED	1	ST	NORTH	196
REVERSED	1	ST	NORTH	197
REVERSED	1	ST	NORTH	198
REVERSED	1	ST	NORTH	199
REVERSED	1	ST	NORTH	200



PLOT PLAN

LEGAL DESCRIPTION OF CONDOMINIUM PARCEL
Commencing at the Southwest corner of Lot 8 of Block "R" of The Moorings Unit No. 8 according to the plat thereof as recorded in Plat Book 8, page 11, Collier County, Florida; thence North 87°-14'-00" East 165.31 feet for the Place of Beginning of the parcel herein described; thence North 87°-14'-00" East 54.67 feet; thence North 1°-09'-30" East 124.07 feet; thence North 1°-09'-30" East 40.00 feet; thence South 88°-50'-30" East 165.31 feet; thence South 88°-50'-30" East 54.67 feet; thence South 1°-09'-30" West 71.57 feet; thence North 87°-14'-00" West 135.83 feet; thence South 88°-50'-30" East 135.83 feet; thence South 88°-50'-30" East 40.00 feet; thence North 1°-09'-30" West 124.07 feet to the Place of Beginning of the parcel herein described; the Moorings Unit No. 8, City of Naples, Florida, a part of said Lot 8 of Block "R", the Moorings Unit subject to easements and restrictions of record, containing 1.08 Acres more or less.

GENERAL NOTES:
1) CERTAIN SPECIFIC EASEMENTS ARE NOT GRAPHICALLY ILLUSTRATED HEREIN, BUT ARE SET FORTH IN THE DECLARATION OF RESTRICTIONS AND EASEMENTS TO THE CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE EASEMENT DESCRIBED THEREIN.
2) REFER TO THE APPLICABLE SECTIONS OF THE DECLARATION OF RESTRICTIONS AND EASEMENTS TO THE CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE UNIT BOUNDARIES.
3) --- INDICATES APPROXIMATE CONDOMINIUM UNIT LINE (REFER TO DECLARATION OF CONDOMINIUM).
4) (REFER TO DECLARATION OF CONDOMINIUM) INDICATES THE EXTERIOR OF CONDOMINIUM UNIT AND LIMITED COMMON AREAS.
5) C.A. INDICATES COMMON AREA.
6) C.C.E. INDICATES COMMON ELEMENT AREA.
7) L.C.E. INDICATES LIMITED COMMON ELEMENT AREA.

APPROVED: _____
DATE: _____
BY: _____
FOR: COQUINA CLUB OF NAPLES
WILSON, MILLER & BARTON, INC.
NAPLES, FLORIDA

APPROVED: _____
DATE: _____
BY: _____
FOR: COQUINA CLUB OF NAPLES
WILSON, MILLER & BARTON, INC.
NAPLES, FLORIDA

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DATE: _____
BY: _____
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NAPLES, FLORIDA

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NAPLES, FLORIDA

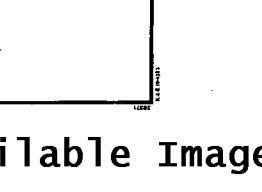
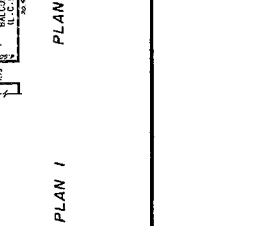
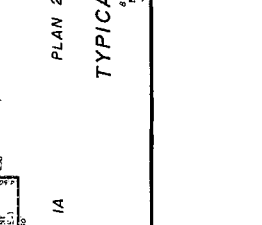
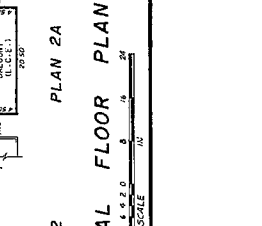
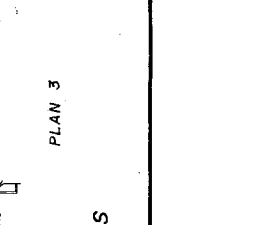
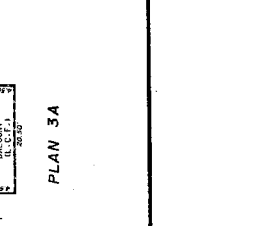
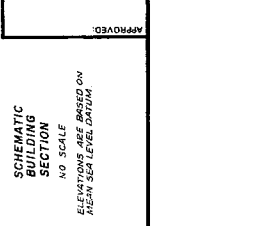
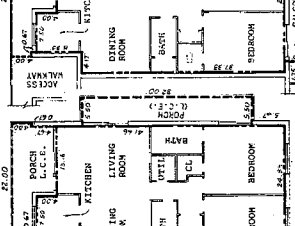
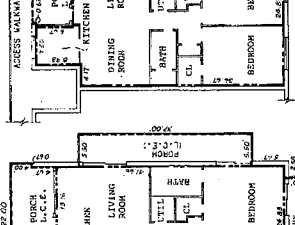
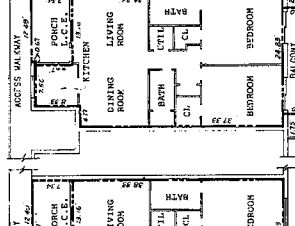
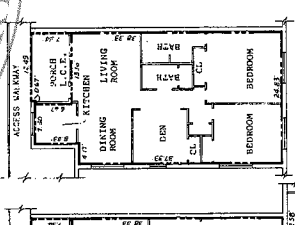
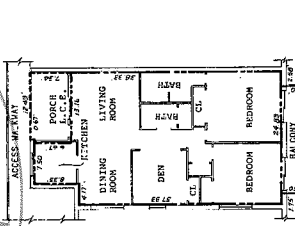
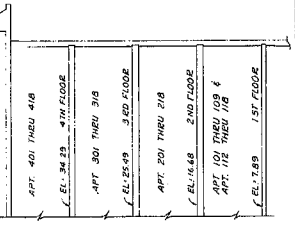
APPROVED: _____
DATE: _____
BY: _____
FOR: COQUINA CLUB OF NAPLES
WILSON, MILLER & BARTON, INC.
NAPLES, FLORIDA

APPROVED: _____
DATE: _____
BY: _____
FOR: COQUINA CLUB OF NAPLES
WILSON, MILLER & BARTON, INC.
NAPLES, FLORIDA

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NAPLES, FLORIDA

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WILSON, MILLER & BARTON, INC.
NAPLES, FLORIDA

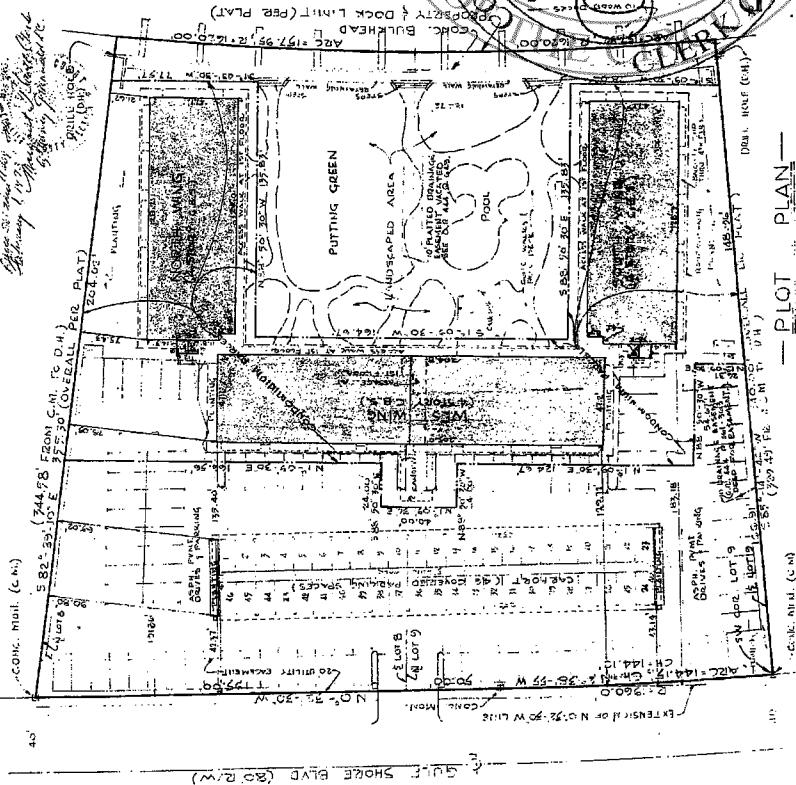


CONDOMINIUM BOOK 4, PAGE 149

COQUINA CLUB - A CONDOMINIUM OF LOTS 8 AND 9, BLOCK "R", THE MOORINGS UNIT NO. 8 (PLAT BOOK 8, PAGE 11) CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

295787

RECORD
FILED
FEB 12 1973
CLERK OF THE CIRCUIT COURT
COLLIER COUNTY, FLORIDA



— PLOT PLAN —

SCREEN PORCH OMITTED.
DOOR SLIDING GLASS
UNIT #101 THRU #109, 111,
113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, 439, 441, 443, 445, 447, 449, 451, 453, 455, 457, 459, 461, 463, 465, 467, 469, 471, 473, 475, 477, 479, 481, 483, 485, 487, 489, 491, 493, 495, 497, 499, 501, 503, 505, 507, 509, 511, 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3585, 3587, 3589, 3591, 3593, 3595, 3597, 3599, 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615, 3617, 3619, 3621, 3623, 3625, 3627, 3629, 3631, 3633, 3635, 3637, 3639, 3641, 3643, 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659, 3661, 3663, 3665, 3667, 3669, 3671, 3673, 3675, 3677, 3679, 3681, 3683, 3685, 3687, 3689, 3691, 3693, 3695, 3697, 3699, 3701, 3703, 3705, 3707, 3709, 3711, 3713, 3715, 3717, 3719, 3721, 3723, 3725, 3727, 3729, 3731, 3733, 3735, 3737, 3739, 3741, 3743, 3745, 3747, 3749, 3751, 3753, 3755, 3757, 3759, 3761, 3763, 3765, 3767, 3769, 3771, 3773, 3775, 3777, 3779, 3781, 3783, 3785, 3787, 3789, 3791, 3793, 3795, 3797, 3799, 3801, 3803, 3805, 3807, 3809, 3811, 3813, 3815, 3817, 3819, 3821, 3823, 3825, 3827, 3829, 3831, 3833, 3835, 3837, 3839, 3841, 3843, 3845, 3847, 3849, 3851, 3853, 3855, 3857, 3859, 3861, 3863, 3865, 3867, 3869, 3871, 3873, 3875, 3877, 3879, 3881, 3883, 3885, 3887, 3889, 3891, 3893, 3895, 3897, 3899, 3901, 3903, 3905, 3907, 3909, 3911, 3913, 3915, 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State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on February 22, 2018, for THE COQUINA CLUB OF NAPLES, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H18000060609. 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 722659.

Authentication Code: 918A00003791-022318-722659

-1/1

EXHIBIT "C"

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of February, 2018



Ken Detzner
Ken Detzner
Secretary of State

(((H18000060609 3)))

CERTIFICATE

THE UNDERSIGNED, being the duly elected and acting President of The Coquina Club of Naples, Inc., a Florida corporation not for profit ("Association"), does hereby certify that:

1. The Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" contain amendments to the Articles of Incorporation requiring approval from the Association's members.

2. The Association's members approved the Amended and Restated Articles of Incorporation at the duly called and noticed Annual Members' Meeting held on February 16, 2018, at which a quorum was present.

3. The number of votes cast by the Association's members at the Annual Members' Meeting was sufficient for approval.

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

THE COQUINA CLUB OF NAPLES, INC.
(SEAL)

By: _____

Joseph Maher, President

Witness

Print Name: Correne Polinski

Witness

Print Name: Jacquelyn Lauren

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 16 day of February, 2018, by Joseph Maher, as President of The Coquina Club of Naples, Inc., the corporation described in the foregoing instrument, who is (☒) personally known to me or who has produced as identification.

(SEAL)

Notary Public, State of Florida

Printed Name of Notary Public

Serial Number: 945722My Commission Expires: 2-23-2020

THERESE A. WAGNER
MY COMMISSION # FF 945722
EXPIRES: February 23, 2020
Bonded Thru Budget Notary Services

(((H18000060609 3)))

(((H18000060609 3)))

EXHIBIT " A "

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION**

AMENDED AND RESTATED ARTICLES OF INCORPORATION

THE COQUINA CLUB OF NAPLES, INC.

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation for The Coquina Club of Naples, Inc., a Florida corporation not for profit, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the Association's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles, other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes and the omission of matters of historical interest. The definitions set forth in Section 4 of the Declaration shall apply to terms used herein. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I

NAME: The name of the Association is The Coquina Club of Naples, Inc., and its address is c/o Gulf View Property Management, 2335 Tamiami Trail North, #505, Naples, FL 34103.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act for the operation of Coquina Club of Naples, a Condominium, located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or Officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Condominium Documents or the Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Condominium Documents as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect Assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Condominium Property.
- (C) To purchase insurance upon the Condominium Property for the protection of the Association and its Members.
- (D) To reconstruct improvements after casualty, and to make improvements of the Condominium Property, as well as to purchase items of furniture, furnishings, fixtures and equipment.
- (E) To make, amend and enforce Rules and Regulations, subject to any limits set forth in the Condominium Documents.

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(F) To approve or disapprove the transfer, leasing and occupancy of Units, as provided in the Declaration.

(G) To enforce the provisions of the Condominium Act and the Condominium Documents.

(H) To contract for the management and maintenance of the Condominium Property and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Condominium Documents to be exercised by the Board of Directors or the membership of the Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association.

(J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the Owners.

(K) To borrow money as necessary to perform its other functions hereunder.

(L) To sue and be sued.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Condominium Documents.

ARTICLE III

MEMBERSHIP:

(A) The Members of the Association shall be the record Owners of legal title to the Units in the Condominium, as further provided in the Bylaws.

(B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit, but nothing shall prevent the Association from pledging, assigning or otherwise encumbering its Assessments as collateral for a loan.

(C) The Owners of each Unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

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ARTICLE VIDIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than three (3) Directors.

(B) Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

(A) Proposal. An amendment to these Articles may be proposed by the Board of Directors or by written petition to the Board of Directors signed by 25% of the Voting Interests.

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

(C) Except as otherwise provided by law, a proposed amendment must be approved by at least 2/3 of the Voting Interests at any annual or special Members' meeting, provided that notice of the proposed amendment has been given to the Members in accordance with the Condominium Act and the Bylaws. These Articles shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of these Articles. The Board of Directors shall have the authority to amend these Articles in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend these Articles to correct scrivener's errors or omissions, and amend and restate these Articles in order to consolidate into one document amendments previously adopted by the members or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda).

(D) Effective Date. An amendment shall become effective upon filing with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required by the Condominium Act.

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ARTICLE VIII

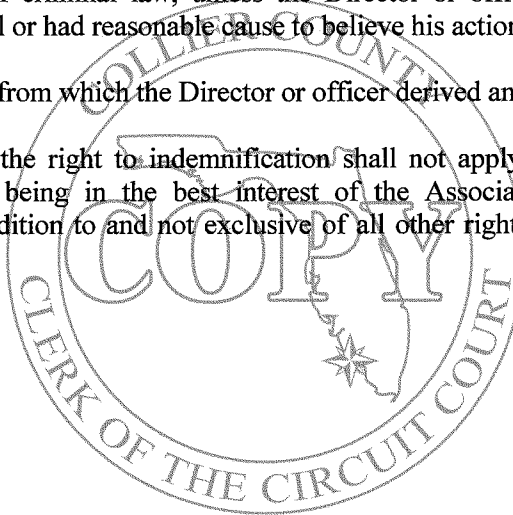
INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

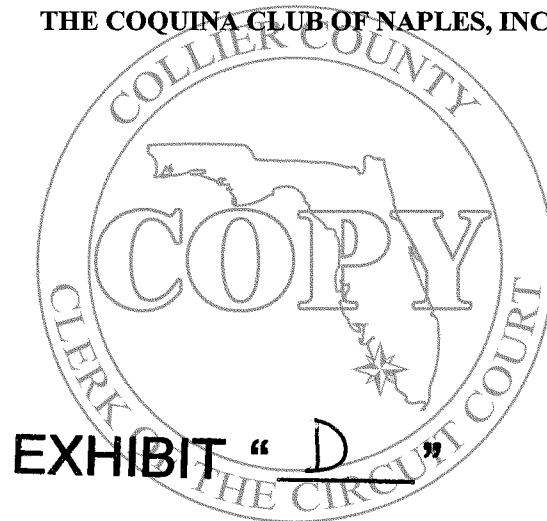


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AMENDED AND RESTATED BYLAWS

OF

THE COQUINA CLUB OF NAPLES, INC.



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

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AMENDED AND RESTATED BYLAWS
OF
THE COQUINA CLUB OF NAPLES, INC.

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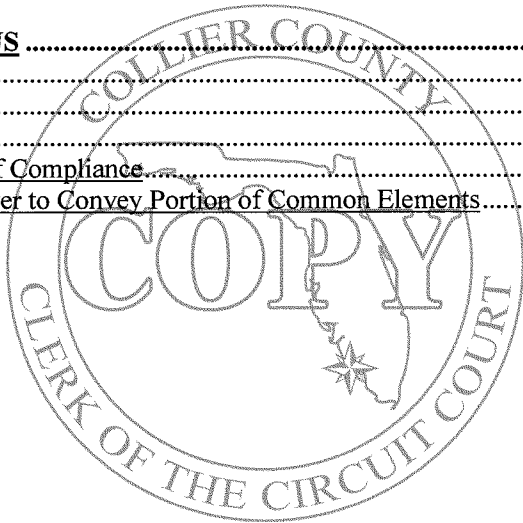
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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.

**AMENDED AND RESTATED BYLAWS OF
THE COQUINA CLUB OF NAPLES, INC.**

1. GENERAL. These are the Amended and Restated Bylaws of The Coquina Club of Naples, Inc., hereinafter the "Association", a Florida corporation not for profit organized under the laws of Florida for the purpose of operating the Condominium pursuant to the Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is c/o Gulf View Property Management, 2335 Tamiami Trail North, #505, Naples, FL 34103.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in the Declaration (or the Condominium Act, if in conflict with the definition in the Declaration or such term is not defined in the Declaration) shall apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. Membership in the Association shall be established as set forth in the Articles of Incorporation. Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the Public Records of a deed or other instrument evidencing legal title to a Unit.
- (B) Approval by the Board of Directors as may be provided for in the Declaration of Condominium.
- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Association, if required, of a written designation of the Primary Occupant.

The failure to comply with the prerequisites set forth in (B)-(D) above shall not release the Unit Owner from the obligation to comply with the Condominium Documents, but shall otherwise preclude such Unit Owner from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

2.2 Voting Interests. The Members of the Association are entitled to one vote for each Unit owned by them. The total number of possible votes is equal to the total number of Units in the Condominium. Therefore, the term "Voting Interest" has the same meaning as "Unit" and the term "Voting Interests" has the same meaning as "Units" for purposes of determining the number of Units that must approve certain actions as provided in the Condominium Documents and the Condominium Act. The vote of a Unit is not divisible. If a Unit is owned by one person, his or her right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by 2 or more persons, that Unit's vote may be cast by any one of the record Unit Owners. If 2 or more Owners of a Unit do not agree among themselves as to how their one vote shall be cast, no vote for that Unit shall be counted. If the Unit Owner is not a natural person, the vote of that Unit shall be cast by any officer, partner, managing member or member, trustee (or beneficiaries of a trust who are the occupants of a Unit) of a corporation, partnership, limited liability company or trust, respectively.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record Unit Owners is specifically required.

2.4 Change of Membership. Following written approval of the Association, a change of membership in the Association shall be established by the new Member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior Member shall be terminated automatically.

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

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. An annual meeting shall be held in Collier County, Florida each year at a day, time and place designated by the Board of Directors. The purpose of the annual meeting is to conduct the election of Directors and for any purpose as may be transacted by the Members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least a majority of the Voting Interests. The substantive business to be voted on at any special or regular Members' meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice; Participation in Meetings. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association (which shall be the address last furnished to the Association by the Unit Owner), or may be furnished by hand-delivery, or by electronic transmission in the manner set forth in Section 617.0141, Florida Statutes, to the extent that a Member has consented to receive notices by electronic transmission and has not revoked such consent. Any such consent to receiving electronic transmissions shall be deemed revoked if: the Association is unable to deliver by electronic transmission 2 consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant

Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. Notice of a meeting called to recall a member or members of the Board of Directors pursuant to Section 718.112(2)(j) of the Condominium Act shall not be given by electronic transmission. The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Member has revoked his consent. However, the Association is not liable for an erroneous disclosure of an electronic mail address or facsimile number. The notice of meeting must be mailed, hand-delivered, or electronically transmitted at least 14 continuous days before the meeting. An affidavit of the Officer or other person making such mailing shall be retained in the Association records as proof of mailing. If ownership of a Unit is transferred after notice has been mailed, no separate notice to the new Unit Owner is required. A Member may waive notice of any meeting at any time, but only by written waiver. However, 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. Members have the right to participate in all Members' meetings with reference to all designated agenda items. A Member may tape record or videotape a Members' meeting subject to any applicable Rules and Regulations.

3.4 Notice of Annual Meeting. Notice of the annual meeting shall be posted in a conspicuous location at the Condominium Property for at least 14 continuous days before the annual meeting. In lieu of or in addition to the physical posting of meeting notices, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least 4 times every broadcast hour of each day that a posted notice is otherwise required under these Bylaws and the Condominium Act. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

3.5 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least a majority of the Voting Interests. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.6 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Unit Owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Condominium Documents.

3.6.1 Electronic Voting. Pursuant to Section 718.128 of the Condominium Act, the Association may conduct elections and other Unit Owner votes through an internet-based online voting system if a Unit Owner consents, in writing, to online voting and if the following requirements are met:

- (A) The Association provides each Unit Owner with:
 - (1) A method to authenticate the Unit Owner's identity to the online voting system;
 - (2) For elections of the Board of Directors, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot; and

(3) A method to confirm, at least 14 days before the voting deadline, that the Unit Owner's electronic device can successfully communicate with the online voting system.

(B) The Association uses an online voting system that is able to:

(1) Authenticate the Unit Owner's identity;

(2) Authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;

(3) Transmit a receipt from the online voting system to each Unit Owner who casts an electronic vote;

(4) For elections of the Board of Directors, permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Unit Owner;

(5) Store and keep electronic votes accessible to election officials for recount, inspection and review purposes.

(C) A Unit Owner voting electronically pursuant to Section 718.128 of the Condominium Act shall be counted as being in attendance at the meeting for purposes of determining a quorum. A substantive vote of the Unit Owners may not be taken on any issue other than the issues specifically identified in the electronic vote, when a quorum is established based on Unit Owners voting electronically pursuant to Section 718.128 of the Condominium Act.

(D) The Board of Directors must adopt a resolution that provides for and authorizes an online voting system pursuant to Section 718.128 of the Condominium Act. Such resolution must: provide that Unit Owners receive notice of the opportunity to vote through an online voting system; establish reasonable procedures and deadlines for Unit Owners to consent in writing, to online voting; and establish reasonable procedures and deadlines for Unit Owners to opt out of online voting after giving consent. Written notice of a meeting at which the resolution will be considered must be mailed, delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium Property or Association Property at least 14 days before the meeting. Evidence of compliance with the 14 day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the Association's official records.

(E) A Unit Owner's consent to online voting is valid until the Unit Owner opts out of online voting according to the procedures established by the Board of Directors pursuant to (D) above.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. A proxy is not valid longer than 90 days after the date of the first meeting for which it was given. 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 must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Any copy, facsimile transmission or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission or other reproduction is a complete reproduction of the entire proxy. Holders of proxies need

not be Members. No proxy shall be valid if it names more than one 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. Except as specifically otherwise provided herein, Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and general proxies may not be used in the election of Directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Limited proxies shall be used for any matter for which the Condominium Documents or the Condominium Act requires or permits a vote of the Members and for which a general proxy is not permitted, including, without limitation, votes taken to: waive or reduce reserves; waive financial statement requirements, and amend the Condominium Documents. Notwithstanding the foregoing, Members may vote in person at Members' meetings. A Voting Interest or consent right allocated to a Unit owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

3.8 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of a majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.9 Order of Business/Agenda. The order of business and agenda at Members' meetings shall be substantially as follows:

- (A) Call to order by the President or other designated Chairman of the meeting
- (B) (Annual meeting) Collection of election ballots not yet cast and closing of the polls; or announcement of names of candidates who will take office upon adjournment of the annual meeting
- (C) Call of the roll or certification of a quorum
- (D) Proof of Notice of Meeting (and posting, if applicable)
- (E) Reading or disposal of any unapproved minutes
- (F) Reports of Officers, if any
- (G) Reports of Committees, if any
- (H) Unfinished Business (with the items to be considered specifically listed in the agenda).
- (I) New Business (with the items to be voted on specifically listed in the agenda and in the limited proxy)
- (J) Adjournment

3.10 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Directors at reasonable times and for a period of 7 years after the meeting. Minutes must be reduced to written form within 30 days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meeting when not in conflict with Florida law or the Condominium Documents. The Chairman of the meeting may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written consents, setting forth the action to be taken, are signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all Members entitled to vote on such action were present and voted. Action by Members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special Members' meeting, as provided for elsewhere in these Bylaws.

4. **BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by the Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Condominium Documents, shall be exercised by the Board of Directors, subject to approval or consent of the Members only when such is specifically required by the Condominium Act or the Condominium Documents.

4.1 Number and Terms of Service. The affairs of the Association shall be managed by a Board of Directors consisting of 3 Directors. Directors shall be elected for 1 year terms. A Director's term will end at the annual election at which his term expires, unless he or she sooner resigns, or is recalled as provided in 4.5 below. Directors shall be elected by the Members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Each Director must be a: Member; a Primary Occupant (in the case of Units that are required to designate a Primary Occupant pursuant to Section 14 of the Declaration); or the spouse of a Member or Primary Occupant. In addition, co-Owners of a Unit may not serve as Directors at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares and Mobile Homes ("Division"), or who is delinquent in the payment of any monetary obligation due to the Association, is not eligible to be a candidate for Board membership and may not be listed on the ballot. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in the State of Florida, is not eligible for Board of Directors membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the Board of Directors. The validity of an action by the Board of Directors is not affected if it is later determined that a member of the Board of Directors is ineligible for Board of Directors membership due to having been convicted of a felony. A Director 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 Florida law and any applicable Division rules. A Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to Florida law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. While such Director has such criminal charge pending, he or she may not be appointed or elected to a position as a Director. However, if the charges are resolved without a finding of guilt, the Director shall be reinstated for the remainder of his or her term of office, if any.

4.3 Nomination and Elections. On the day of each annual meeting the Members shall elect by secret written ballot as many Directors as there are regular terms of Directors expiring. The Board of Directors may not appoint a committee for the purpose of nominating candidates for the election of Directors. However, the Board of Directors may appoint a search committee to encourage qualified persons to become candidates. The First Notice of each annual election shall be mailed, hand-delivered or electronically transmitted to all Unit Owners at least 60 days in advance. Any Unit Owner or other eligible

person desiring to be a candidate for the Board must give written notice of his or her intent to be a candidate to the Association at least 40 days before a scheduled election. Notice shall be deemed effective when received by the Association. A person must be eligible to be a candidate to serve on the Board of Directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board of Directors. Any person indicating his or her desire to qualify as a candidate may also return a separate information sheet, no larger than 8 1/2" by 11", which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be furnished by the candidate at least 35 days prior to the election. The Association has no liability for the contents of the information sheets prepared by the candidates. The Association shall mail, hand-deliver or electronically transmit a Second Notice of the election, together with the candidate information sheets and ballot which shall list all candidates in alphabetical order by surname, at least 14 days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required, and the candidates become members of the Board of Directors effective upon the adjournment of the annual meeting. Directors shall be elected by a plurality of the ballots cast. In the event of a tie vote, the Association shall proceed with a runoff election pursuant to rules adopted by the Division, unless the candidates who have tied voluntarily agree on which candidate shall take office. At least 20% of the Members must cast a ballot in order to have a valid election of Directors. A Member shall not permit any other person to vote his ballot, and any ballots improperly cast are invalid. Notwithstanding the foregoing, a Member who needs assistance in casting the ballot by reason of blindness, disability, or inability to read or write, may obtain such assistance. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Notices, candidate information sheets and ballots may be given by electronic transmission (to those Members who have so consented), pursuant to rules adopted by the Division. Within ninety 90 days after being elected or appointed, each newly elected or appointed Director shall certify in writing to the Secretary that he or she has read the Declaration of Condominium, Articles of Incorporation, Bylaws and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. In lieu of this written certification, within 90 days after being elected or appointed, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved condominium education provider within one year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the Director serves on the Board of Directors without interruption. A Director who fails to timely file the written certification or educational certificate is suspended from service on the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Secretary shall cause the Association to retain a Director's written certification or educational certificate for inspection by the Members for 5 years after a Director's election or the duration of the Director's uninterrupted tenure, whichever is longer. Failure to have such written certification or educational certification on file does not affect the validity of any Board action.

4.4 Vacancies on the Board of Directors. If the office of any Director becomes vacant for any reason other than removal by the Members, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board of Directors is vacant, the Members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting. Alternatively, a Unit Owner may seek the appointment of a receiver pursuant to Section 718.1124 of the Condominium Act.

4.5 Recall of Directors. Any or all Directors who were elected by the Members may be removed ("recalled") with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by the Condominium Act.

4.5.1 Recall of Directors by Meeting. A special meeting of the Members to recall a member or members of the Board of Directors may be called by at least 10% of the Voting Interests, giving notice of the meeting as required for any other Members' meeting, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for the purpose of a recall. If the recall is approved by a majority of the entire membership by a vote at a meeting, the recall will be effective as provided below. The Board of Directors shall duly notice and hold a Board of Directors meeting within 5 full business days of the adjournment of the Members' recall meeting. At the Board of Directors meeting, the Board of Directors shall either certify the recall, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board of Directors within 5 full business days any and all Association records and property in their possession, or shall proceed as set forth in Section 4.5.3 below.

4.5.2 Recall of Directors by Written Agreement. If the proposed recall is by a written agreement by a majority of the entire membership, the written agreement or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a Board of Directors meeting within 5 full business days after receipt of the written agreement. At the meeting, the Board of Directors shall either certify the written agreement to recall a member or members of the Board of Directors, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board of Directors within 5 full business days any and all Association records and property in their possession, or shall proceed as set forth in Section 4.5.3 below.

4.5.3 Recall Arbitration. If the Board of Directors determines not to certify the recall, the Board of Directors shall, within 5 full business days after its meeting, file with the Division a Petition for Arbitration pursuant to the procedures set forth in Section 718.1255 of the Condominium Act. For the purposes of this section, the Members who voted at the meeting or who executed the written agreement shall constitute one party under the Petition for Arbitration. If the Arbitrator certifies the recall as to any Director or Directors, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the Arbitrator's order, the Division may take action pursuant to Section 718.501 of the Condominium Act. Any Director or Directors so recalled shall deliver to the Board of Directors any and all Association records in their possession within 5 full business days of the effective date of the recall.

4.5.4 Failure of Board of Directors to Hold Board of Directors Meeting. If the Board of Directors fails to duly notice and hold a Board of Directors meeting within 5 full business days of service of a written recall agreement or within 5 full business days of the adjournment of the Members' recall meeting, the recall shall be deemed effective and the Directors so recalled shall immediately turn over to the Board of Directors any and all Association records and property in their possession.

If the Board fails to duly notice and hold the required meeting or fails to file the required Petition for Arbitration, the Unit Owners' representative may file a Petition for Arbitration pursuant to Section 718.1255 of the Condominium Act challenging the Board's failure to act. The Petition for Arbitration must be filed within 60 days after the expiration of the applicable 5 full business day period. The review of a Petition for Arbitration in that case shall be limited to the sufficiency of service on the Board and the facial validity of the written agreement or ballots filed. A Director who has been recalled may file a Petition for

Arbitration pursuant to Section 718.1255 of the Condominium Act challenging the validity of the recall. The Petition for Arbitration must be filed within 60 days after the recall is deemed certified. The Association and the Unit Owners' representative shall be named as the respondents.

4.5.5 Filling Vacancies Caused by Recall. If a vacancy occurs on the Board of Directors as a result of a recall or removal and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board of Directors as a result of a recall and a majority or more of the Directors are removed, the vacancies shall be filled in accordance with administrative rules of the Division.

4.5.6 Administrative Rules of the Division. The recall of one or more Directors shall occur in accordance with Rules 61B-23.0027 and 23.0028, Florida Administrative Code.

4.6 Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the Secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt by the Secretary.

4.7 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within 10 days after the election for purposes of electing Officers and such other business as is customarily conducted at an organizational meeting. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board of Directors as a notation in the Second Notice of election. If the notice of the organizational meeting is not provided and posted as part of the Second Notice of election, notice of the organizational meeting must be posted conspicuously on the Condominium Property for at least 48 continuous hours in advance of the meeting.

4.8 Other Meetings. Meetings of the Board of Directors may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, telegram or other form of electronic transmission at least 48 hours prior to the day named for such meeting. If notice is transmitted by facsimile, notice shall be effective if correctly directed to a number at which the Director has consented to receive notice. If notice is transmitted by electronic mail, notice shall be effective if correctly directed to an email address at which the Director has consented to receive notice.

4.9 Notice to Unit Owners. All meetings of the Board of Directors are open to Unit Owners and notices of all Board of Directors meetings shall be posted conspicuously on the Condominium Property for at least 48 continuous hours before each Board of Directors meeting, except in an emergency. Notice of all Board of Directors meetings must specifically identify all agenda items. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Directors. Such emergency action must be noticed and ratified at the next regular meeting of the Board of Directors. If 20% of the Voting Interests petition the Board of Directors to address an item of business, the Board of Directors at its next regular Board of Directors meeting or at a special meeting of the Board of Directors, but not later than 60 days after the receipt of the petition, shall place the item on the agenda. Notice of any Board of Directors meeting at which a non-emergency Special Assessment will be considered shall conform to the requirements set forth in Section 6.6 below. Notice of any Board of Directors meeting at which an amendment to Rules and Regulations concerning the use of a Unit will be considered must be mailed, hand-delivered, or electronically transmitted (in the latter case, to those Unit Owners who have so consented) to all Unit Owners and posted conspicuously on the Condominium Property at least 14 days before the meeting. Notice of any Board of Directors meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The rights of Unit Owners to attend

Board of Directors meetings includes the right to speak with reference to all designated agenda items, subject to the Rules and Regulations of the Association as to the manner of doing so. Evidence of compliance with the notice and posting requirements set forth in this Section 4.9 and elsewhere in the Condominium Documents (including, without limitation, Sections 6.2 and 6.6 of these Bylaws) may be made by an affidavit executed by the person giving notice and posting same, and filed with the Association's official records. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board of Directors or a committee with the Association's attorney with respect to proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice, and meetings held for the purpose of discussing personnel matters, shall not be open to the Unit Owners. Notices of Board of Directors meetings may be given by electronic transmission (to those Members who have so consented) in lieu of mail or hand-delivery, when the latter 2 methods are otherwise required pursuant to the Condominium Act. In lieu of or in addition to the physical posting of notices of any meeting of the Board of Directors on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least 4 times every broadcast hour of each day that a posted notice is otherwise required under these Bylaws and the Condominium Act. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Tape recording and videotaping of Board of Directors meetings shall be governed by the Rules and Regulations.

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. If all Directors are present at a meeting, no notice to Directors shall be required.

4.11 Quorum of Directors. A quorum at a Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. A Board or committee member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Unit Owners present at a meeting. Directors may not vote or participate by proxy at Board of Directors meetings. Directors may not vote by secret ballot at Board of Directors meetings, except that Officers may be elected by secret ballot. Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail.

4.12 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by Florida law. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A Director who abstains from voting shall be deemed to have taken no position with regard to the action. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.13 Adjourned Meetings. The majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. Notice of the rescheduled or reconvened meeting shall be provided in the manner set forth in Section 4.8 above. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

4.14 The Presiding Officer. The President of the Association, or in his or her absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by a majority of the Directors participating in the meeting.

4.15 Compensation of Directors and Officers. Directors and Officers shall not receive compensation for their services as such. Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses, as determined by the Board of Directors, relating to the proper discharge of their respective duties. Nothing herein shall preclude the Board of Directors from contracting with a Director or Officer as an employee of the Association, on a competitive bid basis for a specific job to be supplied by such Director or Officer. With respect to any contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are Directors or Officers or are financially interested, the Association shall comply with Section 11.1 below.

4.16 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board of Directors deems necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Meetings of a committee to take final action on behalf of the Board of Directors or make recommendations to the Board of Directors regarding the Association budget shall be open to attendance by any Unit Owner, and notice of such committee meetings shall be posted in the same manner as required in Section 4.9 above for Board of Directors meetings, including by broadcast on closed-circuit cable television system serving the Association. All other committees shall not be subject to the requirements of Section 718.112(2)(c) of the Condominium Act, as set forth in Section 4.9 of these Bylaws, but may voluntarily post notices of their meetings and open such meetings to attendance by the Unit Owners.

4.17 Order of Business/Agenda. The order of business and agenda at all regular meetings of the Board of Directors shall be as follows:

- (A) Call to Order.
- (B) Call of the Roll or certification of quorum.
- (C) Proof of Notice and Posting.
- (D) Reading or disposal of any unapproved minutes.
- (E) Reports of Officers and manager, if any.
- (F) Reports of committees, if any.
- (G) Unfinished business (with the items to be considered specifically listed in the agenda).
- (H) New business (with the items to be considered specifically listed in the agenda).
- (I) Adjournment.

4.18 Emergency Powers. In accordance with Section 718.1265 of the Condominium Act, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the locale in which the Condominium is located, may, but is not required to, exercise the following powers:

- (A) Conduct Board of Directors meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, public service announcements, and conspicuous posting on the Condominium Property or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors decisions may be communicated in the same manner.

(B) Cancel and reschedule any Association meeting.

(C) 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 assistants during the state of emergency to accommodate the incapacity or unavailability of any Officer of the Association.

(D) Relocate the Association's principal office or designate alternative principal offices.

(E) Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

(F) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off electricity, water, sewer, security systems or air conditioners.

(G) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Condominium Property unavailable for entry or occupancy by Unit Owners, Family members, Tenants, Guests, agents, or invitees to protect the health, safety, or welfare of such persons.

(H) Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner or other occupant fail or refuse to evacuate the Condominium Property where the Board of Directors has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

(I) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Condominium Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

(J) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Condominium Property, even if the Unit Owner is obligated by the Declaration or law to insure or replace those fixtures and to remove personal property from a Unit.

(K) Contract, on behalf of any Unit Owner(s) for items or services for which the Unit Owner(s) are otherwise individually responsible, but which are necessary to prevent further damage to the Condominium Property. In such event, the Unit Owner(s) on whose behalf the Board of Directors has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its lien authority provided by Section 718.116 of the Condominium Act to enforce collection of the charges. Without limitation, such items or services may include the drying of Units, the boarding of broken windows or doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the property.

(L) Levy Special Assessments without a vote of the Unit Owners.

(M) Without Unit Owners' approval, borrow money and pledge Association assets as

collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money.

The special powers authorized in this Section 4.18 shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners and the Unit Owners' Family members, Tenants, Guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs.

5. OFFICERS.

5.1 Officers and Elections. The Officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. The President and Vice-President must also be Directors. Any person may hold 2 or more offices, except that the President shall not hold any other office. Any Officer may be removed with or without cause by a majority of the entire Board of Directors. An Officer more than 90 days delinquent in the payment of any monetary obligation owed to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to Florida law. An Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to Florida law until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. While such Officer has such criminal charge pending, he or she may not be appointed or elected to a position as an Officer. However, if the charges are resolved without a finding of guilt, the Officer shall be reinstated for the remainder of his or her term of office, if any.

5.2 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 have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors 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.

5.3 Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice President shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by an Assistant Secretary or the Association's property manager, if any has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and 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 of Directors. The Treasurer shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer or the Association's property manager, if any has been designated.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

6.1 **Depository.** The Association shall maintain its funds in such banks or financial institutions (which are federally insured or subject to SIPC) authorized to do business in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board of Directors. The Board of Directors may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles. All Association funds shall be maintained separately in the Association's name. A manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, or an agent, employee, Officer, or Director of the Association, shall not commingle any Association funds with his or her funds or with the funds of any other condominium association or the funds of a community association as defined in Section 468.431, Florida Statutes.

6.2 **Budget.** The Board of Directors shall adopt a budget of estimated revenues and expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board of Directors at which the budget will be adopted shall be mailed, hand-delivered or electronically transmitted (to those Unit Owners who have so consented) to the Owner of each Unit not less than 14 days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications in the form and manner required by Sections 718.112(2)(f) and 718.504 (21) of the Condominium Act, as the same may be amended from time to time. The Board of Directors shall follow the same procedures outlined above in the event that it wishes to amend an already approved budget for the remainder of the fiscal year.

6.2.1 **Member Rejection of Budget.** If an annual budget adopted by the Board of Directors requires an Assessment against the Unit Owners in any fiscal year exceeding 115% of the Assessment for the previous fiscal year, the Board of Directors shall conduct a special Members' meeting to consider a substitute budget if the Board of Directors receives, within 21 days after adoption of the annual budget, a written request for a special Members' meeting from at least 10% of the Voting Interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board of Directors shall provide each Unit Owner a notice of the meeting. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all Voting Interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses which the Board of Directors does not expect to be incurred on a regular or annual basis or Assessments for betterments to the Condominium Property shall be excluded from the computation in determining whether Assessments exceed 115% of Assessments for the prior fiscal year.

6.3 **Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, each proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by Section 718.112(2)(f) of the Condominium Act. These accounts shall

include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance or replacement cost, and any other item located in the Common Elements or Association Property for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve Assessments annually to take into account any changes in estimates of costs or changes in the useful life of a reserve item caused by capital expenditure or deferred maintenance. These reserves shall be funded unless the Members determine by a majority vote at a duly called meeting of the Members, to fund no reserves or less reserves than required by Section 718.112(2)(f) of the Condominium Act. The Board of Directors may schedule its budget meeting to occur immediately after the adjournment of a membership meeting held for purposes of voting on reserve funding for the subsequent fiscal year. Reserves funded under this Section 6.3, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and may be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority vote at a Members' meeting called for that purpose. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.** Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds. Operating and reserve funds may be combined in the quarterly Assessment paid by Unit Owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

6.4 Contingency Funds. The Board of Directors may establish one or more "contingency funds" for contingencies and operating expenses. The purpose of these contingency funds is to provide financial stability and to avoid the need for Special Assessments on a frequent basis. The amounts proposed to be so funded shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board. Contingency funds that are not restricted as to use are not reserves.

6.5 Assessments. Regular annual Assessments based on the adopted budget shall be paid either monthly or quarterly, as determined by the Board. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. 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 first installment of the previous fiscal year and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Unit's next due installment.

6.6 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the resolution of the Board of Directors approving such Special Assessments. Written notice of any Board of Directors meeting at which a non-emergency Special Assessment will be considered, must be mailed, hand-delivered, or electronically transmitted (in the latter case, to those Unit Owners who have so consented) to all Unit Owners and posted conspicuously on the Condominium Property at least 14 days in advance, which notice shall state that Special Assessments will be considered

and the nature, estimated cost, and description of the purpose(s) for such Special Assessments, as required by Section 718.112(2)(c) of the Condominium Act. The notice to Unit Owners that any Special Assessment has been levied must contain a statement of the purpose(s) of the Special Assessment, and the funds collected must be spent for the stated purpose(s), as required by Section 718.116(10) of the Condominium Act. If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board of Directors, either be returned to the Unit Owners or applied as a credit towards future Assessments.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, or the maximum amount required by law. The term "persons who control or disburse Association funds", includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding.

6.8 Financial Report. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall mail or hand deliver to each Unit Owner a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, within receipt of a written request from the Unit Owner. If approved by a majority of the Voting Interests present at a properly called Members' meeting, the Association may complete, or caused to be completed, a less rigorous financial report than otherwise required pursuant to Section 718.111(13) of the Condominium Act. Such meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote is taken, except that the approval may also be effective for the following fiscal year. The Association may not waive the financial reporting requirements in Section 718.111(13) of the Condominium Act for more than 3 consecutive years.

6.9 Fiscal Year. The fiscal year shall be January 1-December 31, unless modified by the Board of Directors in accordance with IRS regulations.

7. **RULES AND REGULATIONS: USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend Rules and Regulations. Copies of such Rules and Regulations shall be furnished to each Unit Owner. Rules and Regulations created and imposed by the Board of Directors must be rationally related to a legitimate Association purpose. The Rules and Regulations may not conflict with the rights of Unit Owners as provided in the Declaration or reasonably inferable therefrom, nor may they conflict with the Condominium Act.

8. **COMPLIANCE AND DEFAULT: REMEDIES.** In addition to the remedies provided elsewhere in the Condominium Documents, the following provisions shall apply:

8.1 Fines and Suspensions.

(A) The Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's Tenant, Guest, or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Condominium Documents. This paragraph 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 the Unit, parking spaces, or elevators. The Board of Directors may levy reasonable fines for the failure of the Owner of the Unit, or its

occupant, licensee or invitee to comply with any provision of the Condominium Documents. The fines shall be in an amount deemed necessary by the Board of Directors to deter future violations. Unless the Condominium Act is amended: (i) a fine may not exceed \$100.00 per violation (except that a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing); (ii) a fine may not in the aggregate exceed \$1,000.00; and (iii) a fine may not become a lien against a Unit.

(B) A fine may not be levied and a suspension may not be imposed by the Board of Directors pursuant to subsection (A) above unless the Board of Directors provides at least 14 days written notice and an opportunity for hearing to the Unit Owner and, if applicable, its occupant, licensee or invitee. The hearing must be held before a committee of other Unit Owners who are neither Directors nor persons residing in a Director's household. If the committee does not agree, the fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors.

(C) The Association may suspend the voting rights of a Unit or Member due to non-payment of any fee, fine, or other monetary obligation due to the Association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. A Voting Interest or consent right allocated to a Unit or Member which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Condominium Act or pursuant to the Condominium Documents.

(D) If a Unit Owner is more than 90 days delinquent in paying a fee, fine or other monetary obligation due to the Association, the Association may suspend the right of the Unit Owner or the Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association Property until the fee, fine or other monetary obligation is paid in full. This subsection 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 the Unit, parking spaces, or elevators.

(E) All suspensions imposed pursuant to subsections (C) and (D) above must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Unit Owner, and, if applicable, the Unit's occupant, licensee or invitee by mail or hand-delivery.

(F) The suspensions permitted by (A), (C) and (D) apply to a Member, and, when appropriate, the Member's Tenants, Guests or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Units owned by a Member.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute", as defined in Section 718.1255 of the Condominium Act, between a Unit Owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division prior to filing suit in Collier County over the disputed matters. As set forth in the Condominium Act, the term "dispute" does not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation of enforcement of any warranty; the levy of a fee or Assessment, or the collection of an Assessment levied against a party; the eviction or other removal of a Tenant from a Unit; alleged breaches of fiduciary duty by one or more Directors; or claims for damages to a Unit based upon the alleged failure of the Association to maintain the Common Elements or Condominium Property.

8.3 Availability of Remedies. Each Member, for himself or herself, his or her 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 businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Condominium Property and Association Property free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board of Directors signed by least 25% of the Voting Interests.

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

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of these Bylaws, a proposed amendment to these Bylaws shall be adopted if it is approved by at least 2/3 of the Voting Interests at any annual or special Members' meeting, provided that notice of the proposed amendment has been given to the Members in accordance with the Condominium Act and these Bylaws. These Bylaws shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of these Bylaws. The Board of Directors shall have the authority to amend these Bylaws in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate these Bylaws in order to consolidate into one document amendments previously adopted by the Members or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda).

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

10. OFFICIAL RECORDS.

10.1 Maintenance of Official Records. The Association shall maintain all of the following items, if applicable, that are required to be maintained as "official records" pursuant to Section 718.111(12) of the Condominium Act:

(A) A copy of the plans, permits, warranties, and other items provided by the developer of the Condominium pursuant to Section 718.301(4) of the Condominium Act.

(B) A copy of the recorded Declaration and Bylaws; a certified copy of the Articles of Incorporation; and a copy of all amendments to the foregoing documents.

(C) A copy of the current Rules and Regulations.

(D) A book or books that contain the minutes of all meetings of the Members and the Board of Directors, which minutes must be retained for a period of at least 7 years.

(E) A current roster of all Unit Owners and their mailing addresses, Unit identifications, and, if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and facsimile numbers of Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and facsimile numbers are not accessible to Unit Owners if consent to receive notice by electronic transmission is not provided. However, the Association is not liable for an inadvertent disclosure of the electronic mail address or facsimile number for receiving electronic transmission of notices.

(F) All Association insurance policies, which shall be retained for a period of at least 7 years.

(G) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility, which must be retained for a period of at least 7 years.

(H) Bills of sale or transfer for all Association owned property, which shall be retained indefinitely.

(I) Accounting records, which shall be maintained for a period of at least 7 years. The accounting records must include, but are not limited to:

(1) Accurate, itemized and detailed records of all receipts and expenditures.

(2) A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid on the account, and the balance due.

(3) All Association audits, reviews, accounting statements, and financial reports.

(4) All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the Association.

Any person who knowingly or intentionally defaces or destroys such accounting records, or who knowingly or intentionally fails to create or maintain such records with the intent of causing harm to the Association or one or more of its Members, is personally subject to a civil penalty pursuant to Section 718.501(1)(d) of the Condominium Act.

(J) Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by Unit Owners, which must be maintained for one year from the date of the election, vote, or meeting to which the document relates.

(K) A copy of the current Question and Answer Sheet as described in Section 718.504 of the Condominium Act.

(L) All other written Association records not specifically included in the foregoing list which are related to the Association's operations, which shall be retained for a period of at least 7 years.

Except as otherwise provided above and by the Condominium Act, all official records must be retained for at least 7 years. The Association may elect to maintain records in excess of the time periods required by the Condominium Act if deemed desirable by the Board of Directors.

10.2 Access to Official Records. The Association's official records are open to inspection by any Member or the authorized representative of such Member at all reasonable times within 45 miles of the Condominium Property or within Collier County within 5 working days after receipt of a written request by the Board of Directors or its designee. The Association may comply with this requirement by having a copy of the official records available for inspection or copying on the Condominium Property or Association Property, or the Association may offer the option of making the official records available electronically via the Internet or by allowing the official records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to a Member or his or her authorized representative pursuant to the compliance requirements of the Condominium Act unless the Association has an affirmative obligation not to disclose such information pursuant to the Condominium Act. The right to inspect the records includes the right to make or obtain copies, at the expense, if any, of the Member. The Board of Directors may adopt reasonable Rules and Regulations regarding the frequency, time, location, notice and manner of record inspections and copying. The Association's failure to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this Section. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this Section. The failure to permit inspection of the official records entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records, who, directly or indirectly, knowingly denied access to the records for inspection. The Association shall maintain on the Condominium Property an adequate number of copies of the Condominium Documents, as well as the Question and Answer sheet and year-end financial information required by Section 718.112 of the Condominium Act to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those requesting the same. The Association shall allow a Member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the Member or his or her authorized representative with a copy of such records. The Association may not charge for the use of a portable device.

10.3 Official Records Exempt from Inspection and Copying. The following records shall not be accessible to Unit Owners:

(A) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes; and any record protected by the work-product privilege, including any record prepared by an Association attorney or prepared at the attorney's express direction; which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such civil or criminal litigation or proceedings until the conclusion of the litigation or proceedings.

(B) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.

(C) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health and insurance records. For purposes of this subsection (C), the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.

(D) Medical records of Unit Owners.

(E) Social security numbers, driver's license numbers, credit card numbers, electronic mail addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, Unit designation, mailing address, property address, and any address, e-mail address or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions in this subsection (E), the Association may print and distribute to Unit Owners a directory containing the name, parcel address and telephone numbers of each Unit Owner. However, a Unit Owner may exclude his or her telephone number from the directory by so requesting in writing to the Association. A Unit Owner may consent in writing to the disclosure of other contact information described in this subsection (E). The Association is not liable for the inadvertent disclosure of information that is protected under this subsection (E) if the information is included in an official record of the Association and is voluntarily provided by a Unit Owner and not requested by the Association.

(F) Electronic security measures that are used by the Association to safeguard data, including passwords.

(G) The software and operating system used by the Association which allow the manipulation of data, even if the Unit Owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

11. **COMPETITIVE BIDDING.**

11.1 **Requirements.** All contracts as further described below or any contract that is not to be fully performed within one year after the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Condominium Act, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association in the aggregate that exceeds 5% of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. As to any contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or Officers or are financially interested:

(A) The Association shall comply with the requirements of Section 617.0832, Florida Statutes.

(B) The disclosures required by Section 617.0832, Florida Statutes shall be entered into the

written minutes of the meeting.

(C) Approval of the contract or other transaction shall require an affirmative vote of two-thirds of the Directors present.

(D) At the next regular or special meeting of the Members, the existence of the contract or other transaction shall be disclosed to the Members. Upon motion of any Member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the Members present. Should the Members cancel the contract, the Association shall only be liable for the reasonable value of goods and services provided up to the time of cancellation and shall not be liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

11.2 Exceptions. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for an attorney, accountant, architect, community association manager, engineering and landscape architect services are not subject to the provisions of Section 11.1 above.

11.3 Emergency. Nothing contained in Section 11.1 above is intended to limit the ability of the Association to obtain needed products and services in an emergency.

11.4 Sole Source of Supply. Section 11.1 above shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within Collier County.

12. MISCELLANEOUS.

12.1 Gender. 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.

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

12.3 Conflict. If there is a conflict between any provision of these Bylaws and the Condominium Act, the Condominium Act shall control. If there is a conflict with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of these Bylaws.

12.4 Certificate of Compliance. In accordance with Section 718.112(2)(l) of the Condominium Act, a Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Units to the applicable fire and life safety code.

12.5 Limited Power to Convey Portion of Common Elements. In accordance with Section 718.112(2)(m) of the Condominium, the Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.