

**SECOND AMENDED AND RESTATED**

**DECLARATION**

**ARTICLES OF INCORPORATION**

**AND**

**BYLAWS**

**OF**

**PARK SHORE LANDINGS**

PREPARED BY:  
Susan M. McLaughlin, Esq.  
Pavese Law Firm  
1833 Hendry Street  
Fort Myers, FL 33901

CERTIFICATE OF AMENDMENT OF  
PARK SHORE LANDINGS CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, being the President and Secretary for PARK SHORE LANDINGS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Second Amended and Restated Declaration of Condominium, Second Amended and Restated Articles of Incorporation and Second Amended and Restated Bylaws were duly approved, adopted and enacted by the affirmative vote of the proper percentage of the voting interests in the Association at a special Members Meeting called for that purpose and held on February 25, 2013, at which a quorum was present and for which due notice was given.

The original Declaration of Condominium of Park Shore Landings Condominium Association, Inc. was recorded on October 25, 1984 in Official Records Book 1106, Page 980, et seq.; and the first Amended and Restated Declaration of Condominium was recorded on May 25, 1994 in Official Records Book 1950, Page 2268 et seq. The original Articles of Incorporation were amended and restated and recorded as an Exhibit to the Amended and Restated Declaration of Condominium on May 25, 1994 in Official Records Book 1950, Page 2268 et seq. The original Bylaws were amended and restated and recorded as an Exhibit to the Amended and Restated Declaration of Condominium on May 25, 1994 in Official Records Book 1950, Page 2268 et seq., all in the Public Records of Collier County, Florida.

Dated this 27TH day of FEBRUARY, 2013.

WITNESSES:

(Sign) Coleen Koestner  
(Print) Coleen Koestner

PARK SHORE LANDINGS  
CONDOMINIUM ASSOCIATION, INC.

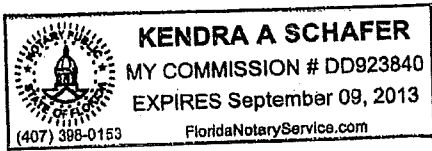
(Sign) Claudia Koepferman  
(Print) CLAUDIA KOEPFERMAN

By: Gene J. Rontasini  
President of the Association  
GENE J RONTASINI  
(Printed Name)

STATE OF FLORIDA  
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me this 27<sup>th</sup> day of February, 2013, by Erene Bontanelli, as President of Park Shore Landings Condominium Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

SEAL



NOTARY PUBLIC:

Kendra Schaffer Byrne  
STATE OF FLORIDA  
My Commission Expires: Sept. 09, 2013

WITNESSES:

(Sign) Colleen Koestner  
(Print) Colleen Koestner

(Sign) Claudia Koestner  
(Print) CLAUDIA KOESTNER

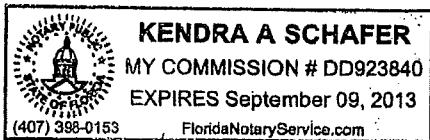
PARK SHORE LANDINGS  
CONDOMINIUM ASSOCIATION, INC.

By: Sandra G. King  
Secretary of the Association  
Sandra G. King  
(Printed Name)

STATE OF FLORIDA  
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me this 27<sup>th</sup> day of February, 2013, by Sandra King, as Secretary of Park Shore Landings Condominium Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

SEAL



NOTARY PUBLIC:

Kendra Schaffer Byrne  
STATE OF FLORIDA  
My Commission Expires: Sept. 09, 2013

**SECOND AMENDED AND RESTATED DECLARATION**

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

**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
PARK SHORE LANDINGS**

**KNOW ALL MEN BY THESE PRESENTS:**

The original Declaration of Condominium of Park Shore Landings Condominium A, (hereinafter the "Condominium") was recorded in Official Records Book 1106, at Page 980, of the Public Records of Collier County, Florida. An Amended and Restated Declaration of Condominium was thereafter recorded in Official Records Book 1950, at Page 2268. The Amended and Restated Declaration of Condominium, as it has previously been amended, is hereby further amended and is restated in its entirety. *(Note: The name of the Condominium was changed from "Park Shore Landings Condominium A" to "Park Shore Landings Condominium" by amendment recorded on January 8, 1986, in Official Records Book 1173, Page 133, et seq., of the Public Records of Collier County, Florida. Further, the land previously dedicated to the Park Shore Landings Property Owners Association, Inc. was added to the Condominium by the amendment recorded on January 8, 1986, in Official Records Book 1173, Page 133, et seq., of the Public Records of Collier County, Florida. The Park Shore Landings Property Owners Association, Inc. was then merged into the Park Shore Landings Condominium Association, Inc.)*

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP.** This Second Amended and Restated Declaration of Condominium, (hereinafter the "Declaration"), is made by Park Shore Landings Condominium Association, Inc., a Florida Corporation, not-for-profit, (hereinafter the "Association"). The land subject to this Declaration and the improvements located thereon has already been submitted to condominium ownership and use pursuant to the Florida Condominium Act, (hereinafter the "Condominium Act"). No additional property is being submitted to condominium ownership by this Declaration. The land is described in the attached Exhibits "A" and "B". 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 the 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 this Condominium is Park Shore Landings Condominium and its street address is 405 Park Shore Drive, Naples, Florida 34103.
3. **DESCRIPTION OF CONDOMINIUM PROPERTY.** The land and improvements thereon submitted to the condominium form of ownership by the original Declaration as amended, (hereinafter "the land").

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) in effect as of the date this Declaration is recorded in the Public Records, unless the context or the law otherwise requires.

4.1 "**Assessments**" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit owner.

4.2 "**Association**" means Park Shore Landings Condominium Association, Inc., a Florida Corporation, not-for-profit, the entity responsible for the operation of the Condominium.

4.3 "**Association Property**" means all property, real or personal, owned or leased by the Association for the use and benefit of the Unit owners.

4.4 "**Board of Directors**" or "**Board**" means the representative body that 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 "**Charge**" or "**Fee**" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit owner, other than assessments for common expenses. Said obligation may arise by oral or written contract, by law or equity, or may be created by the Condominium Documents.

4.6 "**Condominium Documents**" means and includes this Declaration and all recorded Exhibits hereto, as amended from time to time.

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

(A) One natural person.

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

(C) Two or more natural persons who commonly reside together as a single housekeeping Unit.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

4.8 "**Fixtures**" means those items of tangible personal property that, 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 that have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.9 "**Guest**" means any person who is not the Unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

4.10 "**Lease**" means the grant by a Unit owner of a temporary right to the exclusive use of the owner's Unit with or without consideration.

4.11 "**Limited Common Elements**" means and includes those common elements that are reserved for the use of a certain Unit or Units to the exclusion of other Units.

4.12 "**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.

4.13 "**Primary Occupant**" means a natural person approved for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity that is not a natural person.

4.14 "**Rules and Regulations**" means those rules and regulations promulgated by the Board of Directors and governing the use, occupancy, alteration, maintenance, transfer, and appearance of Units, common elements, and limited common elements, subject to any limits set forth in the Condominium Documents.

4.15 "**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 seventy-two (72) Units, so the total number of voting interests is seventy-two (72) votes.

## 5. **DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS.**

5.1 **Survey and Plot Plans.** The attached Exhibit "B" is the survey of the land and plot plans, which graphically describes the improvements in which Units are located, shows all of the Units, including their identification numbers, locations, and approximate dimensions, and the common elements and limited common elements.

5.2 **Unit Boundaries.** Each Unit shall include that part of the building that lies within the following boundaries:

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

(1) **Upper Boundaries.** The topside of the concrete ceiling bounding the Unit, except that the upper boundaries for the fourth floor and Villa Units shall be the horizontal plane of the unfinished lower surface of the ceiling of the Unit.

(2) Lower Boundaries. The topside of the concrete floor slab bounding the Unit.

(B) Perimeter Boundaries. The perimeter boundaries of the Unit shall be either:

(1) The vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersection with each other and the upper and lower boundaries; or

(2) The imaginary plane lying on and perpendicular to a survey line as established in the plot plans where no physical boundary exists, extended to their planar intersections with each other and with the upper and lower boundaries.

(C) Inclusions Within Unit. Included in the Unit are all glass and other transparent material in the walls of the Unit, insect screens, screening in windows and doors, the materials covering other openings in the exterior of the Units, all non-load bearing walls, partitions, doors, door frames, door hardware and window panes, all kitchen equipment and fixtures, all electrical and lighting fixtures, any other appliances, and all floor and wall coverings.

In cases not specifically covered in this Section 5.2 or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in the plot plans shall control in determining the boundaries of a Unit.

## 6. CONDOMINIUM PARCELS; APPURTENANCES; USE.

6.1 Shares of Ownership. The owner of each Unit shall also own an undivided share in the common elements and the common surplus.

6.2 Appurtenances to Each Unit. The owner of each Unit shall have certain rights and own a certain interest in the Condominium property, including, without limitation, the following:

(A) An undivided ownership share in the land and other common elements and the common surplus.

(B) Membership and voting rights in the Association that shall be acquired and exercised as provided in the Association's Second Amended and Restated Articles of Incorporation, (hereinafter "Articles"), and the Second Amended and Restated Bylaws, (hereinafter "Bylaws").

(C) The exclusive right to use the limited common elements reserved for the Unit, and the 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 that is vacated shall be terminated automatically.

(E) Other appurtenances as may be provided in this Declaration

**6.3 Use and Possession.** A Unit owner is entitled to exclusive use and possession of his Unit. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the Unit or the common elements may unreasonably interfere with the rights of other Unit owners or other persons having rights to use the Condominium property.

## **7. COMMON ELEMENTS; EASEMENTS.**

**7.1 Definition.** The term "common elements" means all of the property submitted to condominium ownership that is not within the Unit boundaries. The common elements include, without limitation, the following:

(A) The land.

(B) All portions of the building and other improvements outside the Units, including all limited common elements.

(C) Easements through each Unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other Units or the common elements.

(D) An easement of support in every portion of the Condominium which contributes to the support of a building.

(E) The fixtures and installations required for access and utility services to more than one Unit or to the common elements.

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

(A) Utility and other Easements. The Association has the power, without the joinder of any Unit owner, to grant, modify, or move easements such as electric and gas, and any other utility, cable television, internet, dish, 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. 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 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.

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

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit owner and occupant, their respective guests, 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.

(D) Natural Growth and Overhanging Troughs and Gutters. There shall be easements for overhanging natural growth of trees and shrubbery over the Units, the common elements and limited common elements. There shall be easements for overhanging troughs and gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Units, the common elements, and limited common elements.

**7.3 Restraint Upon Separation and Partition.** The undivided share of ownership in the common elements and common surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged, or transferred, except as an appurtenance to the Units.

## **8. LIMITED COMMON ELEMENTS.**

**8.1 Description and Maintenance 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 described in this Declaration and the recorded plot plans. The following common elements are hereby designated as limited common elements:

(A) Covered Parking Spaces. There have been designated, on the survey and plot plans, certain covered parking spaces (or carports) as limited common

elements. These covered parking spaces have been assigned to the exclusive use of specific Units. The cost of maintenance, repair, and replacement of all parking spaces is a common expense.

(B) Air Conditioning and Heating Equipment. All equipment, fixtures, and installations located outside of a Unit that furnish air conditioning or heating exclusively to that Unit, shall be limited common elements, and shall be maintained, repaired, and replaced by, and solely at the expense of, the owner of the Unit.

(C) Balconies, Patios, and Lanais. Any balcony, patio, or lanai that is attached to and serves exclusively one Unit shall be a limited common element. The day-to-day care and cleaning of the walls, floor, and ceiling shall be the owner's responsibility. The owner shall also be responsible for the maintenance, repair, and replacement of any screens, fixed glass and sliding glass doors, light bulbs, and the wiring and electrical outlets and fixtures. The Association is responsible for the maintenance, repair, and replacement of the exterior walls of the buildings, except if the exterior walls are within a balcony or lanai that has been covered with a screen or glass enclosure then the Association is not responsible to paint such walls. The areas may not be carpeted, tiled, enclosed, or otherwise improved, and the color of the paint on the exterior walls may not be changed without prior written approval of the Board of Directors. The Unit owner is responsible for the maintenance, repair, and replacement of any addition or improvement to their balcony, patio, or lanai, and the Association is not responsible for any damage caused in the course of performing the Association's maintenance, repair, and replacement responsibilities.

(D) Storage Lockers. Certain storage lockers located at the head of each carport are limited common elements. Each locker has been assigned to the exclusive use of the Unit to which the carport has also been assigned. No Unit may be assigned or acquire the use of more than one locker. The exterior surfaces of the lockers will be maintained, repaired, or replaced by the Association, and the cost shall be a common expense. The maintenance, repair, and replacement of the interiors of the lockers and all interior components, such as shelves, fans, and lights, are an individual expense of the owner.

(E) Others. Any part of the common elements that is connected to or exclusively serves a single Unit shall be deemed a limited common element appurtenant to that Unit, whether specifically described above or not. This paragraph includes windows, screens, and doors, including all hardware 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. If the exclusive use of any assignable limited common element was not, for any reason, assigned to the use of a specific Unit or Units by the Developer, the Association may do so, or may designate another use. 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 parking space or storage locker may be exchanged between Units by written agreement between the Unit owners desiring such exchange, with the prior approval of the Association.

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

**9.1 Articles of Incorporation.** The Second Amended and Restated Articles of Incorporation of the Association are attached as Exhibit "D".

**9.2 Bylaws.** The Amended and Second Restated Bylaws are attached as Exhibit "E".

**9.3 Delegation of Management.** The Association may contract for the management and maintenance of the Condominium 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 the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its Officers, however, shall at all times retain the powers and duties provided in the Condominium Act.

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

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

**9.6 Powers and Duties.** The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium property and Association property. The Association may impose fees for the use of 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. 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 one or more Units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors without the need for authorization by the Unit owners.

**9.8 Acquisition of Other 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 total voting interests in the Condominium.

**9.9 Disposition of Property.** Any property owned by the Association, whether real, personal, or mixed, may be mortgaged, leased, or otherwise encumbered by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Unit owners. Any real property owned by the Association may be conveyed by the Board of Directors but, except as provided in Section 9.7 above, only after approval by at least a majority of the total voting interests in the Condominium. The Board of Directors shall have the authority to convey personal property without the need for authorization by the Unit owners.

**9.10 Boardwalk, Boat Slips, and Finger Piers.** The boardwalk, boat slips, and finger piers are identified on the attached Exhibit "B". The maintenance, repair, and replacement of the boardwalk and finger piers shall be performed by the Association, and the cost is a common expense. The Association has the power to enter into license agreements with Unit owners for the right to exclusively use boat slips. All such agreements shall obligate the licensee to pay a proportionate share of the cost of maintenance, repair, and replacement of the boat slip pilings and stringers for the finger piers, which maintenance, repair, and replacement shall be performed by the Association. The share of each licensee of these expenses, including funds necessary to maintain reserves on the boat slips and stringers for finger piers shall be a fraction the numerator of which is one (1) and the denominator of which is the total number of boat slips and finger piers subject to license agreements. The expenses shall be deemed to be a limited common expense and levied as a limited common assessment against the Units whose owners have been granted a license, and shall be secured by a lien against the Unit and collectible in the same manner as regular assessments. Only a Unit owner shall have the right to enter into a license agreement with the Association to have those rights assigned to him. The owners of a Unit are collectively entitled to not more than one (1) boat slip. Unit owners may only assign and transfer their boat slip rights under a license agreement to one another or in connection with the sale or lease of the Unit. However, should an owner with rights under a license agreement transfer his Unit without transferring his boat slip rights, then the license agreement shall automatically revert to the Association. All license agreements and assignments thereof shall be registered with the Association prior to the effective date thereof. Use of the boat slips and finger piers and procedures for payment of maintenance expenses shall be subject to Association rules and regulations adopted and amended by the Board of Directors from time to time.

**10. ASSESSMENTS; 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 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,

limited common assessments, and special assessments for unusual, non-recurring, or un-budgeted common expenses. The Association may also levy special charges against any individual Unit for any amounts other than for common expenses that are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments and charges shall be levied and payment enforced as provided in the Bylaws, and as provided below.

**10.1 Common Expenses.** Common expenses include the expenses of operation, maintenance, repair, replacement, or insurance of the common elements and Association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units shall be a common expense. If the Association contracts for pest control within Units or cable or master antennae television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense, unless otherwise provided by the Condominium Act.

**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 shown in the breakdown of percentage shares attached as Exhibit "C."

**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 owner can withdraw or receive distribution of his share of the common surplus.

**10.4 Liability 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 owner. Multiple owners are jointly and severally liable. Whenever title to a Condominium parcel is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments that came due prior to the transfer and remain unpaid, without prejudice to any right that the new owner may have to recover from the previous owner any amounts paid by the new owner.

**10.5 No Waiver or Excuse from Payment.** The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the Unit on which the assessments are made, or by interruption in the availability of the Unit or 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.

**10.6 Application of Payments; Failure to Pay; Interest.** Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. Assessments shall be deemed paid when received by the Association. 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. Regardless of any restrictive endorsement on or accompanying a payment, all payments made by or on behalf of a Unit owner shall be applied first to interest, then to late payment fees, then to attorney's fees and costs, and finally to the delinquent assessments. No payment by check is deemed received until the check has cleared the Bank.

**10.7 Acceleration.** If any special assessment or installment of a regular assessment as to a Unit becomes past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the Public Records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance and attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postage paid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116, Florida Statutes, 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 attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during, or after a lien foreclosure lawsuit. The lien is effective from and shall relate back to the recording of the original Declaration of Condominium. The Claim of Lien must state the description of the Condominium parcel, the name of the record 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 which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process.

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

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

**10.11 Lien for Charges.** There is hereby created a common law and contractual lien to secure payment of any charge for any service that the Association provides for an individual member, and that is not otherwise secured by the statutory lien for common expenses. By way of example, but not limitation, a lien for charges exists to secure repayment to the Association when it must remove or re-install Unit owner installed alterations, perform Unit owner maintenance

responsibilities, or address emergency situations on behalf of a Unit owner, such as water extraction from a Unit. The lien for charges shall be of equal priority to a common expense lien and shall be foreclosed in the same manner. The lien shall also secure interest, late charges, attorney's fees and costs.

**10.12 Certificate as to Assessments.** Within fifteen (15) days after request by a Unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether or not all assessments and other monies owed to the Association by the Unit owner with respect to the Condominium have been paid.

**11. MAINTENANCE; LIMITATIONS ON ALTERATIONS AND IMPROVEMENTS.** Responsibility for the protection, maintenance, repair, and replacement of the Condominium property, and restrictions on its alteration and improvement, shall be as follows:

**11.1 Association Maintenance.** The Association is responsible for the protection, maintenance, repair, and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the Unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each Unit.
- (B) Plumbing servicing more than one Unit.
- (C) All installations, fixtures, and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the common elements.
- (D) The exterior surface of the entrance doors to the Units.
- (E) All railings.
- (F) Fire alarm systems and sprinkler systems serving the common elements.
- (G) All exterior building walls.
- (H) All awnings.

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 element by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any modification, installation, alteration, or addition made by a Unit owner or his predecessor in title.

**11.2 Unit Owner Maintenance.** 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 responsibilities include, without limitation:

- (A) Maintenance, repair, and replacement of screens, windows, and window glass.
- (B) The main entrance door to the Unit and its interior surface (with the exception of the exterior surface).
- (C) All other doors within or affording access to the Unit.
- (D) The electrical and mechanical plumbing fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the Unit or serving only the Unit.
- (E) The circuit breaker panel and all electrical wiring going into the Unit from the 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 and other floor coverings.
- (I) Door and window hardware, locks, and weatherstripping.
- (J) Shower pans.
- (K) The main water supply shut-off valve for the Unit.
- (L) Other facilities or fixtures that are located or contained entirely within the Unit and serve only that Unit.
- (M) All interior partition walls in the Unit.
- (N) All drywall, lath, plasterboard, furring and similar materials in the perimeter walls and ceilings bounding the Unit.
- (O) All limited common elements as provided above.

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



(A) 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. Hard floor coverings (i.e. wood, tile, etc.), with substantially equivalent sound-deadening qualities to that of carpet, may be used if approved by the Board of Directors prior to installation and installed in accordance with the flooring specifications adopted by the Board of Directors. If any floor covering must be removed in order for the Association to perform any of its maintenance, repair, or replacement responsibilities, the Association shall not be responsible for any damage caused thereto or the cost of replacement thereof.

(B) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.

**11.4 Alterations and Additions to Units and Limited Common Elements by Unit Owners.** All plans for renovations, installations, modifications, alterations, and additions to the Unit and appurtenant limited common elements must be pre-approved, in writing, by the Board of Directors. The Board of Directors may refuse to approve a proposed plan of renovation, installation, modification, alteration, or addition for any reasonable cause, including, but not limited to, safety concerns, without the necessity of obtaining professional opinions to support such concerns. If a Unit owner makes any renovations, installations, modifications, alterations, or additions to his Unit or the common elements, the Unit owner and his successors in title shall be financially responsible for the maintenance, repair, and replacement of the renovations, installations, modifications, alterations, or additions, as well as the cost of repairing any damage to the common elements or other Units resulting from same. The Unit owner is also responsible to provide casualty insurance on all such renovations, installations, modifications, alterations, or additions, even if the Association would otherwise be required to provide casualty insurance by statute or under the Condominium Documents. The Unit owner and his successor in title shall also be responsible for the costs of removing, replacing, or reinstalling such renovations, installations, modifications, alterations, or additions if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property.

**11.5 Use of Licensed and Insured Contractors.** 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 owner shall be deemed to have warranted to the Association and its members that his contractor is properly licensed and fully insured and that the owner will be financially responsible for any resulting damage to persons or property. The Board may establish rules regarding contractor access to the Condominium property, including rules regarding work hours, and may require a Unit owner to post a damage/cleaning deposit in advance of commencing any work.

**11.6 Combining Units.** Nothing in this Declaration shall be construed as prohibiting the Board of Directors from authorizing the removal of the party wall between two Units in order that the Units might be used together as one integral living space. In such event, all assessments,

voting rights, and the share of common elements shall be calculated as such Units were originally designated on the plot plans, notwithstanding the fact that several Units are used as one, with the intent and purpose that the owner of such "combined" Units shall be treated as the owner of as many Units as have been combined.

**11.7 Alterations and Additions to Common Elements and Association Property by the Association.** The Association may make material alterations or substantial additions to the common elements or the real property owned by the Association without prior approval of the Unit owners, as long as the cost is not more than \$25,000.00 in any one fiscal year and there is no change to the exterior color scheme. Material alterations or substantial additions costing more than \$25,000.00 or that involve changing the exterior color scheme, shall be approved by at least seventy-five percent (75%) of the voting interests present and voting, in person or by proxy, at a meeting called for the purpose. Work that is reasonably necessary to protect, maintain, repair, replace, or insure the common elements or Association property, or to comply with any local, state, or federal law or regulation, shall not be considered a material alteration or substantial addition to the common elements, and no prior Unit owner approval is required.

**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, with or without notice to or consent of the Unit owner or tenant, to maintain, repair, or replace any item that, in the reasonable judgment of the Board of Directors, may constitute a health or safety hazard to other property or residents or which has a material adverse effect on the appearance of the Condominium. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration, shall be charged to the Unit owner, together with reasonable attorney's fees and other expenses or collection, if any, which expense shall be secured by a lien against the Unit and may be foreclosed in the same manner as common expenses.

**11.9 Negligence; Damage Caused by Condition in Unit or Common Elements.** The owner of each Unit shall be liable for the expenses of any maintenance, repair, or replacement of common elements, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family, or his guests, employees, agents, 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 owners and residents. If any condition, defect, or malfunction resulting from the owner's failure to perform this duty causes damage to other Units, the common elements, Association property, or property within other Units, the owner of the offending Unit shall be liable for the damage. Neither the Association nor any Unit owner shall be liable for any damage to the real or personal property and any improvements or betterments thereof, or any injury to any person, caused by water intrusion into a Unit from another Unit or the common elements resulting from rain leakage; pipe leakage, overflow, or bursting; or other similar source, unless the Association or Unit owner is guilty of negligence or the damage arises from an alteration or addition made by the Unit owner.

**11.10 Association's Access to Units.** The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing, and replacing the common elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, such as fire alarms and sprinkler systems, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit owner shall alter any lock, nor install a new lock that prevents access when the Unit is unoccupied, unless the Unit owner provides the Association with a key. If the Association is not provided with a key to the Unit, the owner shall pay all costs incurred by the Association in gaining entrance to his Unit, and also shall be responsible for any damage done to his Unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his Unit caused by the unavailability of a key.

**11.11 High Risk Components; Inspection, Maintenance, Repair and Replacement.**

(A) Board Designation of High-Risk Components. The Board of Directors may, from time to time, determine that certain portions of the Units required to be maintained by the owners, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the common elements if they are not properly inspected, maintained, repaired, or replaced. By way of example, but not limitation, these portions, objects, or appliances might include smoke detectors, dryer vents, water valves, water heaters, and air conditioners. Those items determined by the Board of Directors to pose such a particular risk are referred to as "high-risk components."

(B) Requirements for Care of High-Risk Components. At the same time that it designates a high-risk component, or at a later time, the Board of Directors may require one or more of the following with regard to the high-risk component:

(1) That it be inspected at specified intervals by a representative of the Association or by an inspector or inspectors designated by the Board of Directors.

(2) That it be repaired or replaced at specified intervals or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.

(3) That it be repaired or replaced with items or components meeting particular standards or specifications established by the Board of Directors.

(4) That when it is repaired or replaced, the installation includes additional components of installation specified by the Board of Directors.

(5) That it be repaired or replaced by contractors having particular licenses, training, or professional certification, or by contractors approved by the Board of Directors.

(6) If the repair or replacement is completed by a Unit owner, then it must be inspected by a person designated by the Board of Directors.

(C) Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for water heaters within Units and/or air-conditioning compressors and/or air handlers serving individual Units, then the Association may enter into such contractual undertakings upon approval of the Board of Directors. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the Unit owner.

**11.12 Pest Control**. The Association may supply pest control within Units with the cost thereof being part of the common expenses.

**11.13 Hurricane Shutters**. Unit owners may, with approval of the Board of Directors, install hurricane shutters that meet the specifications for the standard model, color, and style adopted by the Board of Directors. The Board of Directors is not required to approve the installation of hurricane shutters if impact proof glass meeting the current codes for hurricane protection has been installed in the aperture. With the approval of a majority of the voting interests of the Condominium, the Board of Directors may install hurricane shutters and may maintain, repair, and replace such approved hurricane shutters, whether in or within common elements, limited common elements, Units, or Association property. The Board may operate hurricane shutters without permission of the Unit owners where such operation is necessary to preserve and protect the Condominium property and Association property. The installation, operation, maintenance, repair, and replacement of such hurricane shutters shall not be deemed a material alteration to the common elements or Association property. Nothing herein precludes the Board of Directors from requiring the replacement of windows, sliders, fixed glass, and doors to function as hurricane protection.

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

**12.1 Units; Maximum Occupancy**. Each Unit shall be occupied by only one family, its servants and guests, as a residence and for no other purpose. The maximum occupancy of a two (2) bedroom Unit is six (6) persons, and the maximum occupancy of a three (3) bedroom Unit is eight (8) persons. The term "bedroom" as used herein shall be any room originally designated as such in the original plot and plans. No business or commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use and is prohibited. This restriction shall not be construed to prohibit any 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 Pets.** The keeping of pets is a privilege, not a right. The owner of each Unit is allowed no more than one (1) dog weighing twenty (20) pounds or less at maturity, or one (1) cat weighing twenty (20) pounds or less at maturity, and no more than two (2) birds, and tropical fish in reasonable numbers not being kept or raised for commercial purposes, with the following conditions:

- (A) No pets shall be permitted in the pool area, leashed or unleashed.
- (B) Elsewhere on the common elements, pets will be under handheld leash or carried at all times.
- (C) Messes made by pets shall be removed by owners or handlers immediately.
- (D) Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the Unit. In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the owner or other person responsible for the pet, and the pet shall be removed from the Condominium property immediately.
- (E) Owners may not leave pets unattended on balconies, patios, or lanais where their noise may bother others.
- (F) Pets may only be kept in owner occupied Units.
- (G) Any Unit owner or other resident who keeps or maintains a pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each Unit owner free and harmless from any loss, claim, or liability of any kind or character, of whatever nature, arising from or related to the keeping or maintaining of such pet in the Unit.

**12.3 Nuisances.** No owner shall use his Unit, or permit it to be used, in any manner that constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential 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 occupants at all times shall conduct themselves in a peaceful and orderly manner.

**12.4 Signs.** No person may post or display "For Sale," "For Rent," "Open House," or other similar signs, or any other signs of whatever type, anywhere on the Condominium property, including, but not limited to, posting or placing a sign in a Unit window, in or on a vehicle on

Condominium property, or on a lanai, except as authorized under the rules adopted by the Board or with the prior written permission of the Board of Directors.

**12.5 Use of Common Elements.** Common hallways, stairways, and other common elements shall not be obstructed, littered, defaced, or misused in any manner. Balconies, patios, lanais, walkways, and stairways shall be used only for the purposes intended. They shall not be used for hanging or drying clothing, (except drying racks that cannot be observed from outside of a limited common element may be used), or for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property. The foregoing notwithstanding, if not prohibited by law or ordinance, owners of villa Units may use barbeque grills on the patio area adjacent to their villas.

**12.6 Parking; Prohibited Vehicles.** No motor vehicle shall be parked on the Condominium property except in such areas designated for parking. Vehicles must be parked completely within the designated parking space and may not encroach onto the adjacent roadway, landscaped areas, sidewalks, or parking spaces. No trucks, including pick-up trucks, trailers, motorcycles, recreational vehicles, motor homes, campers, motor scooters, mopeds, motorized bicycles, golf carts, disabled vehicles, vehicles with missing vehicle body parts, or commercial vehicles of whatever type, other than service vehicles temporarily present on business, shall be parked on the Condominium property. The term "commercial vehicle" as used herein means any vehicle with an open cargo bed or that displays any signage, tools, or equipment that is of a commercial nature, or any vehicle with or without signage, tools, or equipment that is primarily designed to be used for commercial purposes, regardless of whether or not it is presently being used for commercial purposes. Passenger vans are allowed. However, any vehicle, by whatever name that does not have side rear windows, rear windows, or that has been converted partially or completely by removal of seats, or additions of roof racks or other means for transportation of work materials, shall be considered a commercial vehicle. Boats and other water vessels are only allowed to be in the boat slips. Owners who are not in residence may not use the guest parking spaces.

**12.7 Towing and Booting.** Any vehicle that is parked in violation of the Association's restrictions may be towed or booted whether it is on property owned by the Association, the common elements, or limited common elements appurtenant to a Unit. No prior notice is required. All costs and expenses shall be borne by the owner of the vehicle. Such costs and expenses shall not be considered a fine or suspension of the right to use the common facilities and do not preclude the Association from pursuing those remedies instead of or in addition to towing or booting a vehicle. The Association is not liable for any damage to a vehicle that is towed or booted by a licensed and insured contractor. Unit owners and lessees are responsible to see that all of the occupants of their Units, as well as guests, visitors, and invitees, comply with the Association's parking restrictions. Unit owners are responsible to indemnify, defend, and hold the Association harmless from all claims against the Association on account of towing or booting a vehicle, including claims against the Association asserted by any occupant of the Unit, as well as any guests, visitors, and invitees to a Unit, excepting only if it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability.

**12.8 Car Covers.** No car covers are permitted in the guest parking spaces. The Association has the right to remove and discard any car cover on a vehicle in an assigned space if it becomes unsightly.

**12.9 Electric Vehicles.** The electrical outlets in the common area may not be used to charge electric vehicles.

**12.10 Electronic Devices at the Pool.** Cell phones are to be on vibrate in the pool area and owners shall refrain from loud conversations and be otherwise considerate in their use of cell phones, radios, iPods, and other electronic devices that might be annoying to other people.

**12.11 Emergency Powers and Use Restrictions; Board Authority.** In addition to Board authority granted by law and the Condominium Documents, during and after a time of emergency, the Board of Directors shall have the following power and authority, but not the duty or obligation:

- (A) To determine after a casualty whether the Units can be safely occupied.
- (B) To declare any portion of the Condominium property unavailable for occupation by owners, tenants, or guests after casualty, including during the rebuilding process.
- (C) To mitigate damage and take action to prevent the spread of fungus, mold, mildew, etc., by tearing out wet drywall and carpet, even if the Unit owner is obligated to insure and/or replace those items. The Association shall secure payment for same as a charge against the Unit.
- (D) To remove a Unit owner's personal property from the Unit and store same in an off-site facility. The Association shall secure payment for same as a charge against the Unit.
- (E) To contract on behalf of Unit owners for items for which the owner is responsible, but which may be necessary to prevent further damage. Without limitation, this includes dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Association shall secure payment for same as a charge against the Unit.
- (F) To, regardless of any other provision of this Declaration or the Condominium Documents, 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.

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

The foregoing power and authority notwithstanding, the Association and its Directors, Officers, agents and assigns, shall not be liable for failing to exercise said power and authority.

### **13. OCCUPANCY IN THE ABSENCE OF THE OWNER; LEASING OF THE UNITS.**

**13.1 Occupancy in Absence of Owner.** If the owner and his family who permanently reside with him are not occupying the Unit, then any occupancy shall be considered a lease whether or not the occupants are paying rent, and shall be subject to provisions pertaining to leases, except that the owner may permit his home to be occupied without compliance with the provision pertaining to leasing under the following circumstances and limitations:

(A) Any person, who is the grandparent, parent, or child of the owner or the owner's spouse, if any, may occupy the Unit in the absence of the owner without limitation as to the number of occasions or length of stays.

(B) All overnight guests who are not accompanied by owners must be registered with the Association office and authorized by written instructions from the owner to avoid having their presence challenged by other owners, security, or management. The owner shall submit the names of all house guests and the length of their stay, in writing, to the management office in advance.

(C) Upon prior written application by the owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the Board's discretion for the sole purpose of avoiding undue hardship or inequity.

**13.2 Leasing of Units.** The following restrictions shall apply to the leasing of the Units in the community:

(A) All leases must be in writing, even if no rent or other consideration is involved.

(B) No Unit may be leased more often than two (2) times in any calendar year, with the minimum lease term being thirty (30) continuous days. No new lease may begin until at least thirty (30) days have elapsed since the first day of the last lease. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) 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.



(C) An owner may lease only his entire Unit and no room rental or sub-leasing or assignment of lease rights by the lessee or Unit owner is allowed.

(D) The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, trust, etc.

(E) The Association may file suit to evict any tenants, in its own name and without consent of the owner, in the event that any lessee violates the provisions of the Condominium Documents or the rules or regulations of the Association. In such cases, the owner and the lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of the lawsuit.

(F) Any owner who is in arrears on the obligation to pay regular or special maintenance assessments or other financial obligation is deemed to have assigned the right to collect rents to the Association and, solely upon demand by the Association, the lessee shall make payment of all or such portion of the future rents that the Association specifies, for so long as the Association specifies. The Association shall apply the rent to the owner's unpaid account in accordance with the priority established under Section 718.116, Florida Statutes, and shall promptly remit any excess over the amounts due on the account to the owner.

(G) Owners shall provide the Association with a copy of the proposed lease and a fully completed application for approval of the lease not less than twenty (20) days prior to the proposed occupancy.

(H) The Association may determine the form of the application for approval of leases, prescribe a form of lease to be used by the owners, and may conduct interviews and background checks on all proposed occupants.

(I) Lessees must include identification of all of the lessee's family members who will be occupying the Unit during the term of the lease.

(J) The Association may charge an application fee and collect a security deposit in the maximum amount allowed by law.

(K) A proposed lease may only be disapproved for good cause. Appropriate good cause grounds for disapproval shall include, but not be limited to, the following:

(1) The owner is delinquent in the payment of assessments at the time the application is considered.

(2) The owner has a history of leasing the Unit without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his Unit.

(3) The real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.

(4) The application on its face indicates that the prospective lessee or any proposed occupant intends to act in a manner inconsistent with the restrictions applicable to the property.

(5) The prospective lessee or any proposed occupants have been convicted of a crime involving violence to persons or property, a crime involving the sale or possession of a controlled substance, a crime demonstrating dishonesty or moral turpitude, or is registered as a sexual predator and/or offender.

(6) The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.

(7) The prospective lessee or any proposed occupants evidence a strong possibility of financial irresponsibility.

(8) The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.

(9) The prospective lessee or any proposed occupants have given false or incomplete information to the Board of Directors as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

(10) The owner fails to give proper notice to the Association of the intention to lease the Unit.

**13.3. Unapproved Leases.** Any lease of a Unit that has not been approved by the Association may, at the option of the Association, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent for such eviction from the owner.

**13.4 Additional Restrictions on Use and Occupancy During Lease Term.**

(A) If the lessee(s) and all of the family members who are approved to reside in the leased Unit are all absent, then no other person may occupy a leased Unit.

(B) No pets may be kept in a leased Unit.

(C) Owners of leased Units have assigned all use rights to the tenant. Owners of leased Units may not park a vehicle anywhere on the Condominium property and

may not use the pool, boardwalk, finger piers, boat slips, or any of the common elements, limited common elements or amenities.

(D) The Association may also impose additional conditions on lease approval and rules for lessees that are stricter than those that apply to owners, including, but not limited to, the number of vehicles that lessees and their visitors and guests may park in the community.

**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, preventing fractional or vacation club type ownership, and facilitating the development of a stable, quiet community and enhancing peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions. (Note: Any person who was not approved as part of the conveyance to the present Unit owner must be approved in advance of taking occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an ownership interest in the Unit.):

**14.1 Forms of Ownership.**

(A) Individual. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Units is permitted. If the co-owners are to be other than husband and wife, the Board of Directors shall condition its approval upon the designation by the proposed new owners of one (1) natural person as "primary occupant". The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any subsequent change in the primary occupant shall be treated as a transfer of ownership by sale or gift. No more than one such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships, or Trusts. A Unit may be owned in trust, or by a corporation, partnership, or other entity which is not a natural person, if approved in the manner provided herein. The approval of a trust, corporation, partnership, or other entity as a Unit owner shall be conditioned upon designation by the owner of not more than one (1) natural person to be the "primary occupant." The use of the Unit by other persons shall be restricted as if the primary occupant were the only actual owner. Any subsequent change in the primary occupant shall be treated as a transfer of ownership by sale or gift. No more than one such change will be approved in any twelve (12) 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 owner, and shall notify the owner in writing of its action.

(E) Life Estate. Occupancy by a life tenant must be approved by the Association, whether the life estate is created by operation of law or voluntary conveyance. 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 association 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-owners for purposes of determining voting and occupancy rights.

#### **14.2 Transfers.**

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

(B) Devise or Inheritance. If any Unit owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Association. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing Sub-Sections, that person shall have no right to occupy or use the Unit before being approved by the Association.

#### **14.3 Procedures.**

(A) Notice to Association.

(1) Sale or Gift. An 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 twenty (20) 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, if any, and such other information as the Board of Directors may reasonably require. The Board of Directors may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

(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 of Directors, but may apply for approval to lease or sell the Unit.

(3) Demand. With the notice required above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below.

(4) 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 owner fails to obtain the Association's approval prior to selling an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Action by the Association. Within twenty (20) days after receipt of the required notice and all information or interview requested, or not later than sixty (60) days after the notice required above is received, whichever occurs first, the Association shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed on behalf of the Association in recordable form and delivered to the transferee. If the Association neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Association shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

(1) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board of Directors so votes. Only the following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval, their spouse, or any other person that is a proposed occupant, has been convicted of a crime involving violence to persons or property, a crime involving the possession or sale of a controlled substance, or a crime demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures or bad debts;

(c) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner

inconsistent with the covenants and restrictions applicable to the Condominium;

(d) The person seeking approval, their spouse, or any other proposed occupant has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval, their spouse, or any other proposed occupant has evidenced an attitude of disregard for Association rules by his conduct in this Condominium as a tenant, Unit owner, or occupant of a Unit;

(f) The person seeking approval, their spouse, or any other proposed occupant has failed to provide the information, fees, or interviews required to process the application in a timely manner, or provided false information during the application process.

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

(2) Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board of Directors so votes. If the Board of Directors disapproves without good cause, and if the owner or transferee has made the demand set forth above, then within thirty (30) days after the Board of Directors meeting at which the disapproval took place, the Board of Directors shall deliver, in writing, to the 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, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state certified property appraisers, one selected by the owner and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the purchaser and selling owner, except that the purchaser shall pay for his own title insurance and all costs of mortgage financing. Real property taxes and maintenance assessments shall be pro-rated to the day of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (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 specific performance or damages.

(a) If the Board of Directors fails to deliver the name of the approved purchaser within thirty (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 transfer approval provisions are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, but the Association's approval shall be required for the subsequent resale or lease of a Unit by such 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 of Directors.

**14.6 Fees and Deposits Related to the Sale of Units.** Whenever herein the Board of Directors' approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person who is intending to be a record title holder, except that only a single fee may be charged to a husband and wife, and no extra fee may be charged for minor children.

**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 By the Unit Owner.** Each Unit shall maintain a policy of general liability insurance with at least \$100,000.00 of coverage per occurrence. Each Unit owner shall also maintain windstorm and "special form" hazard insurance covering the Unit and its contents, with endorsements for leakage, seepage, and wind-driven rain and loss assessment, and shall also insure all improvements, additions, and modifications made to their Unit, the limited common elements, or common elements, whether made by themselves or their predecessors in title.

**15.2 Association Insurance; Duty and Authority to Obtain.** The Board of Directors shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, the common elements, and the Condominium property, and obtain and keep in force any or all additional insurance coverage as it deems necessary. The Association shall use its best efforts to obtain and maintain the following insurance coverage:

(A) Liability. Premises and operations liability for bodily injury and property damage, in such limits of protection and with such coverage as are determined by the Board of Directors.

(B) Motor Vehicle. 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.

(C) Worker's Compensation. The Association shall maintain Worker's Compensation insurance on at least a minimum premium basis, even if it has no actual employees.

(D) Directors and Officers Liability (Errors and Omissions).

(E) Fidelity Bond/Insurance. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" 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.

(F) Property/Hazard. Loss or damage by fire, extended coverage (including windstorm), flood, vandalism and malicious mischief, and other hazards covered by what is commonly known as a "Special Form" property contract.

**15.3 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 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.

**15.4 Named Insured; Insurance Proceeds.** The name of the insured shall be the Association and the Unit owners, without naming them, and their mortgagees, as their interests shall appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit owners and their respective mortgages, in the following shares:

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

(B) Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the pro-rated amount of damage within each damaged Unit as a percentage of the total damage within all Units, except that if the Condominium is terminated, then the insurance proceeds shall be allocated as provided in the Plan of Termination adopted in accordance with Section 718.117, Florida Statutes, which allocation may or may not be the same as the Unit owner's share in the common elements.



(C) Mortgagees. 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 that it may hold against a Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. In addition, except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

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

(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. All costs of construction and repair in excess of the insurance proceeds received by the Association shall be paid by the Association as a common expense. Any insurance proceeds remaining after paying the construction and repair costs shall become common surplus of the Association.

(B) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, but the Condominium is not to be terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them. If the Condominium is terminated, the proceeds shall be distributed according to Section 718.117(17), Florida Statutes.

**15.6 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.

**15.7 Deductibles.** The Board of Directors shall establish the amount of the deductibles under the insurance policies it obtains on behalf of the Association, and other features as it deems desirable and, in its business judgment, in the best interest of the Association. The deductibles shall be paid by the Association as a common expense.

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

**16.1 Damage to Units.** Where loss or damage occurs within one or more Units, any Association insurance proceeds received on account of the loss or damage shall be used as provided above. The Association shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from the Association insurance, for all portions of the Unit that it insures and/or is otherwise required to maintain, repair, or replace pursuant to this Declaration or the law. The Unit owner shall be responsible for reconstruction and repair,

including the costs thereof in excess of the insurance proceeds from his or its insurance, for all portions of the Unit and/or limited common elements that the owner insures and/or is otherwise required to maintain, repair, or replace pursuant to this Declaration or the law. The foregoing notwithstanding, if the Board of Directors determines, in its sole and exclusive discretion, that due to the nature or the extent of the damage to the Unit or Units that it is in the best interest of the Association that all the reconstruction and repair be made by the Association, then the Association shall be entitled to receive all insurance proceeds, contract for the repairs, make the repairs, and thereafter distribute the excess unused proceeds of the owner's insurance, if any, to the owners.

**16.2 Damage to Units and Common Elements – Less than "Very Substantial".**

Where loss or damage occurs to the common elements, but the loss is less than "very substantial" as hereinafter defined, unless the Unit owners vote to terminate the Condominium, it shall be mandatory for the Association to repair, restore, and rebuild the damage caused by the loss, and the following procedures shall apply:

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

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment for the deficiency against all Unit owners in proportion to their shares in the common elements. Such special assessments need not be approved by the Unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

**16.3 Damage to Units and Common Elements – "Very Substantial".** As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby at least three-fourths (3/4) of the total Units cannot reasonably be expected to be rendered habitable within one (1) year of the casualty. Should such "very substantial" damage occur, then:

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

(B) A meeting of the members shall be held not later than sixty (60) days after the Board of Directors has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

(1) If the insurance proceeds, reserves, and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof, so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds fifty percent (50%) of the total annual budget for the Condominium in the year in

which the casualty occurred, the Condominium shall be repaired and reconstructed unless the owners otherwise vote to terminate the Condominium.

(2) If, upon the advice of legal counsel and engineers, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of Units, or if reconstruction shall constitute economic waste or impossibility as provided in Section 718.117(2), Florida Statutes, or if the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifty percent (50%) of the total annual budget for the Condominium in the fiscal year in which the casualty occurred, a vote to terminate the Condominium shall be conducted pursuant to Section 718.117, Florida Statutes. If the Unit owners vote against termination, the Board of Directors shall levy such assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and reconstruction.

(C) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination by at least two-thirds (2/3) of the 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 restoration are from insurance proceeds. If there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance may be distributed to the Unit owners or may be allocated to general purposes or reserves at the discretion of the Board of Directors.

**16.5 Equitable Relief.** In the event of damage to the common elements that renders any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable Unit may petition a Court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction, or rebuilding has occurred within a reasonable period of time if substantial work is commenced within one (1) year following the damage or destruction, and is completed within twelve (12) months thereafter. In the case of "very substantial" damage, the Condominium will be rebuilt. The Board of Directors shall commence and complete construction as soon as practicable under the circumstances.

**16.6 Plans and Specifications.** Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or according to different plans and specifications approved by the Board of Directors and the owners of at least a majority of the total voting interests. 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.

## 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 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 owner.

**17.2 Determination Whether to Continue Condominium.** Whether or not the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether or not damaged property will be reconstructed and repaired after a casualty.

**17.3 Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the owners of condemned Units, if any, will be made whole, and 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 Unit Reduced but Habitable.** If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

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

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

(C) Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the common elements

appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

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

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

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

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

(D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit owner and to condition the remaining portion of the Unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against Units that will continue as Units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those Units in the common elements after the changes affected by the taking.

(E) Arbitration. 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 thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following: The Unit owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any Court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

**17.7 Taking of Common Elements.** Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in a manner approved by

the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the Unit.

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

**18. TERMINATION.** The Condominium may be terminated at any time as provided in and in accordance with Section 718.117, Florida Statutes. If the Plan of Termination will result in less than the full satisfaction of the mortgage liens affecting the Condominium parcels, then all mortgagees must approve the Plan of Termination.

**19. ENFORCEMENT.**

**19.1 Duty to Comply; Right to Sue.** Each Unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Condominium Documents, and the rules and regulations of the Association. 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 the Association; a Unit owner; anyone who occupies or is a tenant or guest in a Unit; or 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 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.

**19.3 Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a guest, tenant, Unit owner, or the Association to comply with the requirements of the Condominium Act, the Condominium Documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the Court.

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

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

**20.1 Proposal.** Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the Units.

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

**20.3 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 two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Amendments may also be approved by written consent of two-thirds (2/3) of the total voting interests. 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 of Directors. Amendments adopted by the Board shall occur at a duly noticed Board meeting, with adoption of the amendments set forth on the agenda.

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

**20.5 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 owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the Unit, and any institutional mortgagee holding a mortgage on the Unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain.

**21. MISCELLANEOUS.**

**21.1 Severability.** The invalidity or unenforceability in whole or in part of any covenant or restriction or any Section, Sub-Section, sentence, clause, phrase, word, or other provision of this Declaration, or any recorded Exhibit to this Declaration, shall not affect the remaining portions.

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

**21.3 Conflicts.** If there is a conflict between this Declaration and the Articles or Bylaws, the Declaration shall control. If there is a conflict between the Articles and the Bylaws, the Articles shall control.

**21.4 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.

**21.5 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.

**21.6 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.

**21.7 DISCLAIMER AND RELEASE OF ALL LIABILITY.** The Association disclaims all liability for all **PROPERTY DAMAGES** or **PERSONAL INJURIES** sustained by the Unit owners, residents, guests, or invitees caused by the negligence of the Association, its Directors, Officers, committee members, property management company, servants, or employees; and the Unit owners, by acceptance of deed for the Unit, do for themselves, their successors and assigns, agree to release, indemnify, defend and hold the Association, its Officers, Directors, committee members, property management company, servants, or employees harmless from all damages, claims, and causes of action, unless it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability. This disclaimer and release specifically includes damages and claims relating to **LEAKS, BURST PIPES, SEWER BACK UP, MOLD, MILDEW, RADON, CHINESE DRY WALL, and DEFECTS IN PAVED AND UNPAVED SURFACES**, as well as any and all other potential causes of harm to persons or property. Nothing herein is intended to preclude the Association or an injured party from enforcing rights under insurance policies maintained by the Association.

### **EXHIBITS**

- Exhibit "A" – Description of the Land
- Exhibit "B" – Additional Lands, Survey, Plot, and Plan
- Exhibit "C" – Percentage Shares of Common Expenses
- Exhibit "D" – Second Amended and Restated Articles of Incorporation
- Exhibit "E" – Second Amended and Restated Bylaws

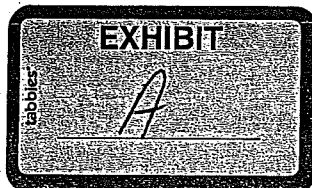


**EXHIBIT "A"**  
**DESCRIPTION OF LAND**

LAND SUBMITTED TO CONDOMINIUM

CONSISTS OF THE FOLLOWING

NINE PAGES .



Description of Building No. 1 Parcel

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44, Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Commencing at the northeast corner of Block 10;  
thence along the west side of Crayton Road, South 5° 09' 00"  
East 150.00 feet;  
thence continuing South 5° 09' 00" East 17.36 feet;  
thence leaving Crayton Road South 84° 51' 00" West 93.05  
feet;

thence South 62° 10' 00" East 0.04 feet to the Point of  
Beginning;

thence South 27° 50' 00" West 75.04 feet;  
thence North 62° 10' 00" West 6.00 feet;  
thence South 27° 50' 00" West 13.00 feet;  
thence North 62° 10' 00" West 4.00 feet;  
thence South 27° 50' 00" West 9.33 feet;  
thence North 62° 10' 00" West 7.33 feet;  
thence South 27° 50' 00" West 3.33 feet;  
thence North 62° 10' 00" West 18.08 feet;  
thence North 27° 50' 00" East 9.66 feet;  
thence North 62° 10' 00" West 27.25 feet;  
thence South 27° 50' 00" West 2.00 feet;  
thence North 62° 10' 00" West 10.08 feet;  
thence North 27° 50' 00" East 23.04 feet;  
thence South 62° 10' 00" East 5.00 feet;  
thence North 27° 50' 00" East 9.63 feet;  
thence North 62° 10' 00" West 11.00 feet;  
thence North 27° 50' 00" East 18.66 feet;  
thence North 62° 10' 00" West 2.67 feet;  
thence North 27° 50' 00" East 8.33 feet;  
thence North 62° 10' 00" West 18.67 feet;  
thence North 27° 50' 00" East 66.76 feet;  
thence South 62° 10' 00" East 18.67 feet;  
thence North 27° 50' 00" East 8.33 feet;

thence South 62° 10' 00" East 2.67 feet;  
thence North 27° 50' 00" East 18.66 feet;  
thence South 62° 10' 00" East 11.00 feet;  
thence North 27° 50' 00" East 9.63 feet;  
thence North 62° 10' 00" West 5.00 feet;  
thence North 27° 50' 00" East 23.04 feet;  
thence South 62° 10' 00" East 10.08 feet;  
thence South 27° 50' 00" West 2.00 feet;  
thence South 62° 10' 00" East 27.25 feet;  
thence North 27° 50' 00" East 9.66 feet;  
thence South 62° 10' 00" East 18.08 feet;  
thence South 27° 50' 00" West 3.33 feet;  
thence South 62° 10' 00" East 7.33 feet;  
thence South 27° 50' 00" West 9.33 feet;  
thence South 62° 10' 00" East 4.00 feet;  
thence South 27° 50' 00" West 13.00 feet;  
thence South 62° 10' 00" East 6.00 feet;  
thence South 27° 50' 00" West 75.04 feet; to the Point and

Place of Beginning of the Parcel herein described;  
being a part of Block 10, Park Shore Unit No. 1, Collier County,  
Florida;

containing 0.3584 acres of land more or less;  
subject to easements and restrictions of record. Page 1 of 9 Pages

Description of Building No. 2 Parcel

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44, Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Commencing at the northeast corner of Block 10; on the westerly side of Crayton Road;  
thence continuing along the westerly side of Crayton Road South 5° 09' 00" East 150.00 feet;  
thence continuing southerly along the westerly line of Crayton Road 254.79 feet along the arc of a circular curve concave to the west having a radius of 1,544.79 feet and being subtended by a chord which bears South 0° 25' 30" East a distance of 254.50 feet;  
thence continuing southerly and westerly along Crayton Road a distance of 83.96 feet along the arc of a circular curve concave to the northwest having a radius of 50.00 feet and being subtended by a chord which bears South 52° 24' 27" West a distance 74.44 feet to the north side of Park Shore Drive;  
thence continuing along the north side of Park Shore Drive westerly a distance of 201.87 feet along the arc of a circular curve concave to the south having a radius of 1,100.00 feet and being subtended by a chord which bears North 84° 44' 34" West a distance of 201.59 feet;  
thence continue westerly along the north line of Park Shore Drive, West 52.11 feet;  
thence leaving said north line of Park Shore Drive, North 149.96 feet to the Point of Beginning of the parcel herein described;  
thence West 75.04 feet;  
thence North 6.00 feet;  
thence West 13.00 feet;  
thence North 4.00 feet;  
thence West 9.33 feet;  
thence North 7.33 feet;  
~~thence West 3.33 feet;~~  
thence North 18.08 feet;  
thence East 9.66 feet;  
thence North 27.25 feet;  
thence West 2.00 feet;  
thence North 10.08 feet;  
thence East 23.04 feet;  
thence South 5.00 feet;  
thence East 9.63 feet;  
thence North 11.00 feet;  
thence East 18.66 feet;  
thence North 2.67 feet;  
thence East 8.33 feet;  
thence North 18.67 feet;  
thence East 66.76 feet;  
thence South 18.67 feet;  
thence East 8.33 feet;  
thence South 2.67 feet;  
thence East 18.66 feet;  
thence South 11.00 feet;  
thence East 9.63 feet;  
thence North 5.00 feet;  
thence East 23.04 feet;  
thence South 10.08 feet;  
thence West 2.00 feet;

Description of Building No. 2 Parcel Contd.

thence South 27.25 feet;  
thence East 9.66 feet;  
thence South 18.08 feet;  
thence West 3.33 feet;  
thence South 7.33 feet;  
thence West 9.33 feet;  
thence South 4.00 feet;  
thence West 13.00 feet;  
thence South 6.00 feet;  
thence West 75.04 feet to the Point of Beginning of the  
parcel herein described;  
being a part of Block 10, Park Shore Unit No. 1, Collier County,  
Florida;  
containing 0.3584 acres of land more or less;  
subject to easements and restrictions of record.

Description of Carport No. 1 Parcel

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44 Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Commencing at the northeast corner of Block 10;  
thence along the west side of Crayton Road, South 5° 09' 00"  
East 150.00 feet;  
thence continuing South 5° 09' 00" East 17.36 feet;  
thence leaving Crayton Road, South 84° 51' 00" West 93.05  
feet;  
thence South 62° 10' 00" East 38.54 feet;  
thence North 27° 50' 00" East 34.00 feet to the Point of  
Beginning of the parcel herein being described;  
thence North 62° 10' 00" West 24.08 feet;  
thence North 27° 50' 00" East 31.42 feet;  
thence South 62° 10' 00" East 24.08 feet;  
thence South 27° 50' 00" West 31.42 feet to the Point of  
Beginning of the parcel herein described;  
being a part of Block 10, Park Shore Unit No. 1, Collier County,  
Florida;  
containing 0.0174 acres of land more or less;  
subject to easements and restrictions of record.

Description of Carport No. 2 Parcel

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44, Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Commencing at the northeast corner of Block 10;  
thence along the west side of Crayton Road South  $5^{\circ} 09' 00''$  East 150.00 feet;  
thence continuing South  $5^{\circ} 09' 00''$  East 17.36 feet;  
thence leaving Crayton Road South  $84^{\circ} 51' 00''$  West 93.05 feet;  
thence South  $62^{\circ} 10' 00''$  East 62.76 feet;  
thence South  $27^{\circ} 50' 00''$  West 13.00 feet to the Point of Beginning of the parcel herein being described;  
thence South  $27^{\circ} 50' 00''$  West 91.42 feet;  
thence South  $62^{\circ} 10' 00''$  East 24.08 feet;  
thence North  $27^{\circ} 50' 00''$  East 91.42 feet;  
thence North  $62^{\circ} 10' 00''$  West 24.08 feet to the Point of Beginning of the parcel herein described;  
being a part of Block 10, Park Shore Unit No. 1, Collier County, Florida;  
containing 0.0505 acres of land more or less;  
subject to easements and restrictions of record.

Description of Carport No. 3 Parcel

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44, Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Commencing at the northeast corner of Block 10;  
thence along the west side of Crayton Road, South 5° 09' 00"  
East 150.00 feet;  
thence continuing South 5° 09' 00" East 17.36 feet;  
thence leaving Crayton Road, South 84° 51' 00" West 93.05  
feet;  
thence South 62° 10' 00" East 14.96 feet;  
thence South 27° 50' 00" West 35.96 feet to the Point of  
Beginning of the parcel herein being described;  
thence South 27° 50' 00" West 61.42 feet;  
thence South 62° 10' 00" East 24.08 feet;  
thence North 27° 50' 00" East 61.42 feet;  
thence North 62° 10' 00" West 24.08 feet to the Point of  
Beginning of the parcel herein described;  
being a part of Block 10, Park Shore Unit No. 1, Collier County,  
Florida;  
containing 0.0340 acres of land more or less;  
subject to easements and restrictions of record.



Description of Carport Parcel No. 4

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44, Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Commencing at the northeast corner of Block 10; on the westerly side of Crayton Road;  
thence continuing along the westerly side of Crayton Road South 5° 09' 00" East 150.00 feet;  
thence continuing southerly along the westerly line of Crayton Road 254.79 feet along the arc of a circular curve concave to the west having a radius of 1,544.79 feet and being subtended by a chord which bears South 0° 25' 30" East a distance of 254.50 feet;  
thence continuing southerly and westerly along Crayton Road a distance of 83.96 feet along the arc of a circular curve concave to the northwest having a radius of 50.00 feet and being subtended by a chord which bears South 52° 24' 27" West a distance 74.44 feet to the north side of Park Shore Drive;  
thence continuing along the north side of Park Shore Drive westerly a distance of 201.87 feet along the arc of a circular curve concave to the south having a radius of 1,100.00 feet and being subtended by a chord which bears North 84° 44' 34" West a distance of 201.59 feet;  
thence continue westerly along the north line of Park Shore Drive, West 52.11 feet;  
thence leaving said north line of Park Shore Drive, North 110.96 feet;  
thence East 35.96 feet to the Point of Beginning of the parcel herein described;  
thence East 91.42 feet;  
thence North 24.08 feet;  
thence West 91.42 feet;  
thence South 24.08 feet; to the Point of Beginning of the parcel herein described;  
being a part of Block 10, Park Shore Unit No. 1, Collier County, Florida;  
containing 0.0505 acres of land more or less;  
subject to easements and restrictions of record.

Description of Carport Parcel No. 5

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44, Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Commencing at the northeast corner of Block 10; on the westerly side of Crayton Road;  
thence continuing along the westerly side of Crayton Road, South 5° 09' 00" East 150.00 feet;  
thence continuing southerly along the westerly line of Crayton Road 254.79 feet along the arc of a circular curve concave to the west having a radius of 1,544.79 feet and being subtended by a chord which bears South 0° 25' 30" East a distance of 254.50 feet;  
thence continuing southerly and westerly along Crayton Road a distance of 83.96 feet along the arc of a circular curve concave to the northwest having a radius of 50.00 feet and being subtended by a chord which bears South 52° 24' 27" West a distance 74.44 feet to the north side of Park Shore Drive;  
thence continuing along the north side of Park Shore Drive westerly a distance of 201.87 feet along the arc of a circular curve concave to the south having a radius of 1,100.00 feet and being subtended by a chord which bears North 84° 44' 34" West a distance of 201.59 feet;  
thence continue westerly along the north line of Park Shore Drive, West 52.11 feet;  
thence leaving said north line of Park Shore Drive, North 110.96 feet;  
thence West 35.96 feet to the Point of Beginning of the parcel herein described;  
thence West 20.71 feet;  
thence North 24.08 feet;  
thence East 20.71 feet;  
thence South 24.08 feet to the Point of Beginning of the parcel herein described;

being a part of Block 10, Park Shore Unit No. 1, Collier County, Florida;  
containing 0.0114 acres of land more or less;  
subject to easements and restrictions of record.

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44, Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Commencing at the northeast corner of Block 10; on the westerly side of Crayton Road;  
thence continuing along the westerly side of Crayton Road South 5° 09' 00" East 150.00 feet;  
thence continuing southerly along the westerly line of Crayton Road 254.79 feet along the arc of a circular curve concave to the west having a radius of 1,544.79 feet and being subtended by a chord which bears South 0° 25' 30" East a distance of 254.50 feet;  
thence continuing southerly and westerly along Crayton Road a distance of 83.96 feet along the arc of a circular curve concave to the northwest having a radius of 50.00 feet and being subtended by a chord which bears South 52° 24' 27" West a distance 74.44 feet to the north side of Park Shore Drive;  
thence continuing along the north side of Park Shore Drive westerly a distance of 201.87 feet along the arc of a circular curve concave to the south having a radius of 1,100.00 feet and being subtended by a chord which bears North 84° 44' 34" West a distance of 201.59 feet;  
thence continue westerly along the north line of Park Shore Drive, West 52.11 feet;  
thence leaving said north line of Park Shore Drive, North 87.04 feet to the Point of Beginning of the parcel herein described;  
thence West 30.71 feet;  
thence South 24.08 feet;  
thence East 71.42 feet;  
thence North 24.08 feet;  
thence West 40.71 feet to the Point of Beginning of the parcel herein described;

being a part of Block 10, Park Shore Unit No. 1, Collier County, Florida,  
containing 0.0395 acres of land more or less;  
subject to easements and restrictions of record.

**EXHIBIT "B"**  
**ADDITIONAL LANDS, SURVEY, PLOT, AND PLAN**

PROPERTY OWNERS ASSOCIATION LANDS

CONSISTS OF THE LAND DESCRIBED ON THE FOLLOWING FOUR

PAGES, LESS THE LAND DESCRIBED ON EXHIBIT A



Description of The Park Shore Landings  
Properties Owners Land Parcel

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44, Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Beginning at the northeast corner of Block 10, on the westerly side of Crayton Road, thence continuing along the westerly side of Crayton Road, South 5° 09' 00" East 150.00 feet;  
thence continuing southerly along the westerly line of Crayton Road 254.79 feet along the arc of a circular curve concave to the west, having a radius of 1,544.79 feet and being subtended by a chord which bears South 0° 25' 30" East, a distance of 254.50 feet;  
thence continuing southerly and westerly along Crayton Road a distance of 83.96 feet along the arc of a circular curve concave to the northwest, having a radius of 50 feet and being subtended by a chord which bears South 52° 24' 27" West a distance of 74.44 feet, to the north side of Park Shore Drive;  
thence continuing along the North side of Park Shore Drive, westerly a distance of 201.87 feet along the arc of a circular curve concave to the south, having a radius of 1,100.00 feet, and being subtended by a chord which bears North 84° 44' 34" West a distance of 201.59 feet;  
thence continuing westerly along the north line of Park Shore Drive, West 305.40 feet; leaving said Park Shore Drive and continuing north;  
thence North 156.00 feet;  
thence East 146.09 feet;  
thence North 34.00 feet;  
thence East 11.00 feet;  
thence North 89.21 feet;  
thence westerly 28.74 feet along the arc of a circular curve concave to the north, having a radius of 207.23 feet and ~~being subtended by a chord which bears North 75° 04' 22" West~~  
a distance of 28.71 feet;  
thence continuing westerly 240.51 feet along the arc of a circular curve concave to the south, having a radius of 390.00 feet and being subtended by a chord which bears North 88° 46' 00" West a distance of 236.71 feet;  
thence continuing westerly a distance of 178.02 feet along the arc of a circular curve concave to the southeast having a radius of 150.00 feet and being subtended by a chord which bears South 39° 34' 00" West a distance of 167.76 feet;  
thence South 5° 34' 00" West 163.15 feet to the north line of Park Shore Drive;  
thence continuing westerly along Park Shore Drive, West 10.05 feet; thence North 5° 34' 00" East 315.83 feet;  
thence easterly 369.67 feet along the arc of a circular curve concave to the south having a radius of 450.00 feet and being subtended by a chord which bears North 85° 21' 58" East a distance of 359.36 feet;  
thence continuing easterly 204.47 feet along the arc of a circular curve concave to the north having a radius of 147.23 feet and being subtended by a chord which bears North 69° 06' 47" East a distance of 188.43 feet;  
thence North 84° 51' 00" East 225.85 feet to the Point of

Description of The Park Shore Landings  
Properties Owners Land Parcel Contd.

Beginning of the parcel herein described;  
Less the following Parcels;  
Building No. 1 Parcel, as described on Exhibit A  
Building No. 2 Parcel, as described on Exhibit A  
Carport Parcels No. 1, 2, 3, 4, 5 and 6, as described on Exhibit A  
Outlot No. 1 and 2 parcels, as described on pages 3 & 4 of this Exhibit  
being a part of Block 10, Park Shore Unit One, Collier County,  
Florida;  
containing 3.9211 acres of land more or less;  
subject to easements and restrictions of record.

Description of Outlot No. 1 Parcel

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44, Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Commencing at the northeast corner of Block 10; on the westerly side of Crayton Road;  
thence continuing along the westerly side of Crayton Road South 5° 09' 00" East 150.00 feet;  
thence continuing southerly along the westerly line of Crayton Road 254.79 feet along the arc of a circular curve concave to the west having a radius of 1,544.79 feet and being subtended by a chord which bears South 0° 25' 30" East a distance of 254.50 feet;  
thence continuing southerly and westerly along Crayton Road a distance of 83.96 feet along the arc of a circular curve concave to the northwest having a radius of 50.00 feet and being subtended by a chord which bears South 52° 24' 27" West a distance 74.44 feet to the north side of Park Shore Drive;  
thence continuing along the north side of Park Shore Drive westerly a distance of 201.87 feet along the arc of a circular curve concave to the south having a radius of 1,100.00 feet and being subtended by a chord which bears North 84° 44' 34" West a distance of 201.59 feet;  
thence continue westerly along the north line of Park Shore Drive West 52.11 feet;  
thence leaving said north line of Park Shore Drive, North 110.96 feet;  
thence West 56.67 feet to the Point of Beginning of the parcel herein described;  
thence West 30.71 feet;  
thence North 24.08 feet;  
thence East 30.71 feet;  
thence South 24.08 feet to the Point of Beginning of the parcel herein described;  
being a part of Block 10, Park Shore Unit No. 1, Collier County, Florida;  
containing 0.0170 acres of land more or less;  
subject to easements and restrictions of record.

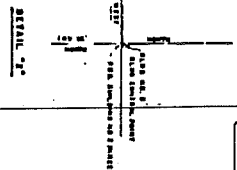
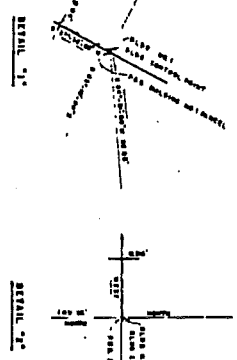
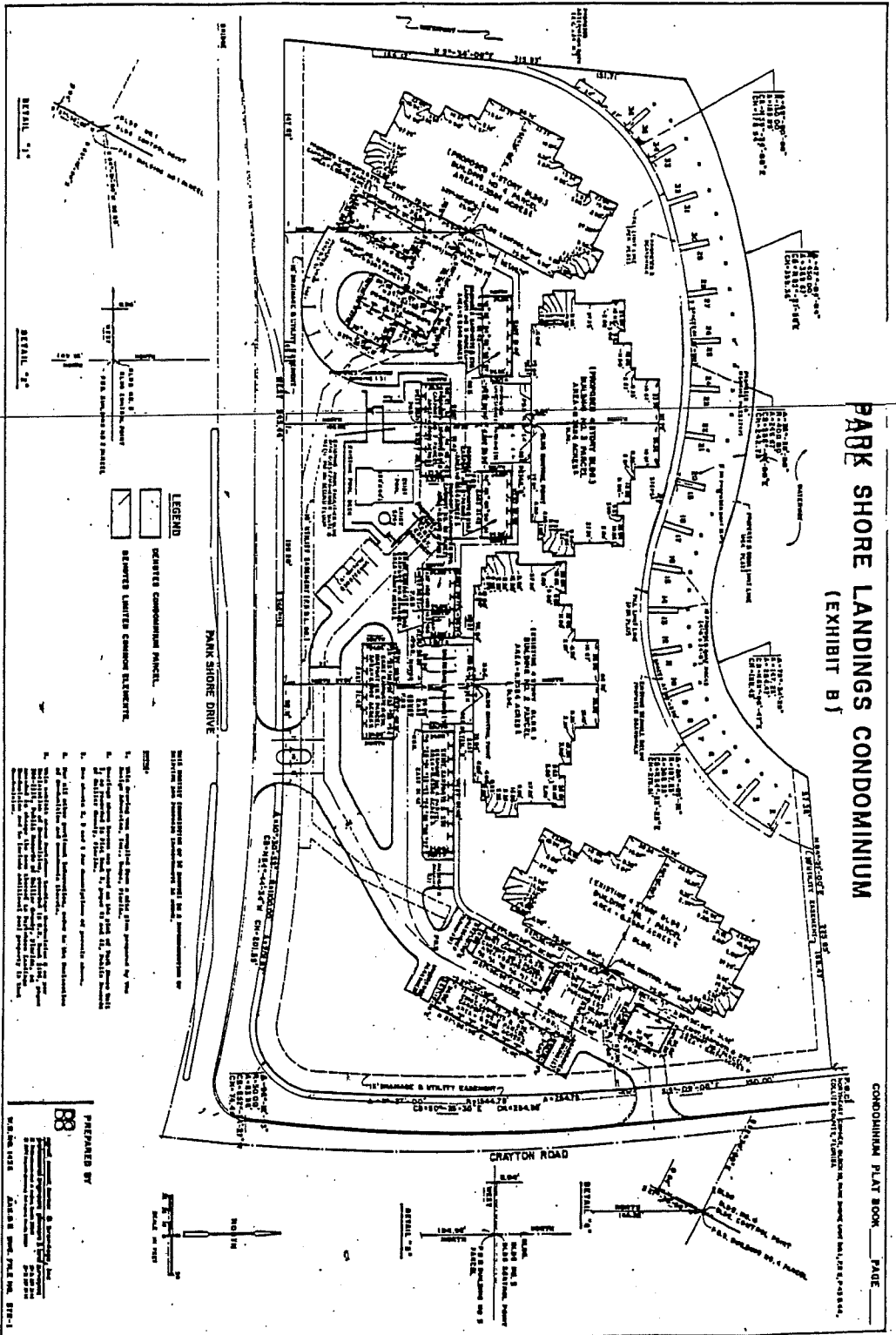


Description of Outlot No. 2 Parcel

All that part of Block 10, Park Shore Unit No. 1 according to the plat thereof as recorded in Plat Book 8, pages 43 and 44, Collier County Public Records, Collier County, Florida, and being more particularly described as follows;

Commencing at the northeast corner of Block 10; on the westerly side of Crayton Road;  
thence continuing along the westerly side of Crayton Road South 5° 09' 00" East 150.00 feet;  
thence continuing southerly along the westerly line of Crayton Road 254.79 feet along the arc of a circular curve concave to the west having a radius of 1,544.79 feet and being subtended by a chord which bears South 0° 25' 30" East a distance of 254.50 feet;  
thence continuing southerly and westerly along Crayton Road a distance of 83.96 feet along the arc of a circular curve concave to the northwest having a radius of 50.00 feet and being subtended by a chord which bears South 52° 24' 27" West a distance 74.44 feet to the north side of Park Shore Drive;  
thence continuing along the north side of Park Shore Drive westerly a distance of 201.87 feet along the arc of a circular curve concave to the south having a radius of 1,100.00 feet and being subtended by a chord which bears North 84° 44' 34" West a distance of 201.59 feet;  
thence continue westerly along the north line of Park Shore Drive West 251.31 feet;  
thence leaving said north line of Park Shore Drive, North 108.66 feet to the Point of Beginning of the parcel herein described;  
thence West 30.71 feet;  
thence North 23.38 feet;  
thence East 71.42 feet;  
thence South 23.38 feet;  
thence West 40.71 feet to the Point of Beginning of the parcel herein described;  
being a part of Block 10, Park Shore Unit No. 1, Collier County, Florida;  
containing 0.0383 acres of land more or less;  
subject to easements and restrictions of record.

# PARK SHORE LANDINGS CONDOMINIUM (EXHIBIT B)



- LEGEND**
- CERAMIC COMPOSITION FINISH
  - SEPARATE LIMITED COMMON ELEMENTS

THIS UNIT IS THE PROPERTY OF THE DEVELOPER AND IS NOT TO BE CONVEYED OR TRANSFERRED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE DEVELOPER.

1. The Developer reserves the right to alter the design of this unit at any time without notice.

2. The Developer reserves the right to change the location of any wall, door, window, or fixture at any time without notice.

3. The Developer reserves the right to change the size of any room or area at any time without notice.

4. The Developer reserves the right to change the materials used in the construction of this unit at any time without notice.

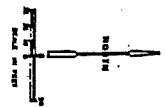
5. The Developer reserves the right to change the fixtures and appliances included in this unit at any time without notice.

6. The Developer reserves the right to change the landscaping and other exterior features of this unit at any time without notice.

7. The Developer reserves the right to change the common areas and other facilities of this unit at any time without notice.

8. The Developer reserves the right to change the rules and regulations governing the use of this unit at any time without notice.

PREPARED BY  
**BB**  
 ARCHITECTS  
 1000 ...  
 ...  
 ...



# PARK SHORE LANDINGS CONDOMINIUM (EXHIBIT B)

Description of Building No. 1

The first part of Section 1, Park Shore Landings, is a portion of the land described in the plat of Section 1, Park Shore Landings, and is bounded on the north by the line of Section 1, on the east by the line of Section 1, on the south by the line of Section 1, and on the west by the line of Section 1. The area of this part of Section 1 is 1.23 acres, more or less.

The second part of Section 1, Park Shore Landings, is a portion of the land described in the plat of Section 1, Park Shore Landings, and is bounded on the north by the line of Section 1, on the east by the line of Section 1, on the south by the line of Section 1, and on the west by the line of Section 1. The area of this part of Section 1 is 1.23 acres, more or less.

The third part of Section 1, Park Shore Landings, is a portion of the land described in the plat of Section 1, Park Shore Landings, and is bounded on the north by the line of Section 1, on the east by the line of Section 1, on the south by the line of Section 1, and on the west by the line of Section 1. The area of this part of Section 1 is 1.23 acres, more or less.

Description of Building No. 2

The first part of Section 2, Park Shore Landings, is a portion of the land described in the plat of Section 2, Park Shore Landings, and is bounded on the north by the line of Section 2, on the east by the line of Section 2, on the south by the line of Section 2, and on the west by the line of Section 2. The area of this part of Section 2 is 1.23 acres, more or less.

The second part of Section 2, Park Shore Landings, is a portion of the land described in the plat of Section 2, Park Shore Landings, and is bounded on the north by the line of Section 2, on the east by the line of Section 2, on the south by the line of Section 2, and on the west by the line of Section 2. The area of this part of Section 2 is 1.23 acres, more or less.

The third part of Section 2, Park Shore Landings, is a portion of the land described in the plat of Section 2, Park Shore Landings, and is bounded on the north by the line of Section 2, on the east by the line of Section 2, on the south by the line of Section 2, and on the west by the line of Section 2. The area of this part of Section 2 is 1.23 acres, more or less.

Description of Building No. 3

The first part of Section 3, Park Shore Landings, is a portion of the land described in the plat of Section 3, Park Shore Landings, and is bounded on the north by the line of Section 3, on the east by the line of Section 3, on the south by the line of Section 3, and on the west by the line of Section 3. The area of this part of Section 3 is 1.23 acres, more or less.

The second part of Section 3, Park Shore Landings, is a portion of the land described in the plat of Section 3, Park Shore Landings, and is bounded on the north by the line of Section 3, on the east by the line of Section 3, on the south by the line of Section 3, and on the west by the line of Section 3. The area of this part of Section 3 is 1.23 acres, more or less.


The third part of Section 3, Park Shore Landings, is a portion of the land described in the plat of Section 3, Park Shore Landings, and is bounded on the north by the line of Section 3, on the east by the line of Section 3, on the south by the line of Section 3, and on the west by the line of Section 3. The area of this part of Section 3 is 1.23 acres, more or less.

Description of Building No. 4

The first part of Section 4, Park Shore Landings, is a portion of the land described in the plat of Section 4, Park Shore Landings, and is bounded on the north by the line of Section 4, on the east by the line of Section 4, on the south by the line of Section 4, and on the west by the line of Section 4. The area of this part of Section 4 is 1.23 acres, more or less.

The second part of Section 4, Park Shore Landings, is a portion of the land described in the plat of Section 4, Park Shore Landings, and is bounded on the north by the line of Section 4, on the east by the line of Section 4, on the south by the line of Section 4, and on the west by the line of Section 4. The area of this part of Section 4 is 1.23 acres, more or less.

The third part of Section 4, Park Shore Landings, is a portion of the land described in the plat of Section 4, Park Shore Landings, and is bounded on the north by the line of Section 4, on the east by the line of Section 4, on the south by the line of Section 4, and on the west by the line of Section 4. The area of this part of Section 4 is 1.23 acres, more or less.

PREPARED BY  
  
 Park Shore Landings, Inc.  
 1000 Park Shore Drive, Suite 100  
 Park Shore, Virginia 22081  
 703-461-1234  
 FAX 703-461-1235  
 4/28/88 10:15 AM 3/15/88

PARK SHORE LANDINGS CONDOMINIUM  
(EXHIBIT P)

CONDOMINIUM PLAT BOOK PAGE

DESCRIPTION OF REPORT No. 1 (PART)

THIS REPORT IS A SUMMARY OF THE RESULTS OF THE SURVEY AND MEASUREMENTS MADE FOR THE PURPOSE OF DETERMINING THE AREA OF THE LANDS DESCRIBED IN THE REPORT AND THE AREA OF THE CONDOMINIUM UNITS DESCRIBED IN THE REPORT. THE SURVEY WAS MADE BY THE SURVEYOR AND THE MEASUREMENTS WERE MADE BY THE SURVEYOR AND THE RESULTS OF THE SURVEY AND MEASUREMENTS ARE SET FORTH IN THIS REPORT.

DESCRIPTION OF REPORT No. 2 (PART)

THIS REPORT IS A SUMMARY OF THE RESULTS OF THE SURVEY AND MEASUREMENTS MADE FOR THE PURPOSE OF DETERMINING THE AREA OF THE LANDS DESCRIBED IN THE REPORT AND THE AREA OF THE CONDOMINIUM UNITS DESCRIBED IN THE REPORT. THE SURVEY WAS MADE BY THE SURVEYOR AND THE MEASUREMENTS WERE MADE BY THE SURVEYOR AND THE RESULTS OF THE SURVEY AND MEASUREMENTS ARE SET FORTH IN THIS REPORT.

DESCRIPTION OF REPORT No. 3 (PART)

THIS REPORT IS A SUMMARY OF THE RESULTS OF THE SURVEY AND MEASUREMENTS MADE FOR THE PURPOSE OF DETERMINING THE AREA OF THE LANDS DESCRIBED IN THE REPORT AND THE AREA OF THE CONDOMINIUM UNITS DESCRIBED IN THE REPORT. THE SURVEY WAS MADE BY THE SURVEYOR AND THE MEASUREMENTS WERE MADE BY THE SURVEYOR AND THE RESULTS OF THE SURVEY AND MEASUREMENTS ARE SET FORTH IN THIS REPORT.

DESCRIPTION OF REPORT No. 4 (PART)

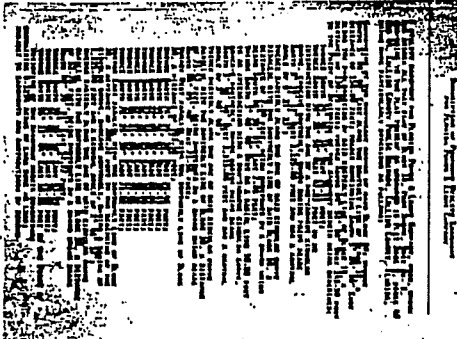
THIS REPORT IS A SUMMARY OF THE RESULTS OF THE SURVEY AND MEASUREMENTS MADE FOR THE PURPOSE OF DETERMINING THE AREA OF THE LANDS DESCRIBED IN THE REPORT AND THE AREA OF THE CONDOMINIUM UNITS DESCRIBED IN THE REPORT. THE SURVEY WAS MADE BY THE SURVEYOR AND THE MEASUREMENTS WERE MADE BY THE SURVEYOR AND THE RESULTS OF THE SURVEY AND MEASUREMENTS ARE SET FORTH IN THIS REPORT.

DESCRIPTION OF REPORT No. 5 (PART)

THIS REPORT IS A SUMMARY OF THE RESULTS OF THE SURVEY AND MEASUREMENTS MADE FOR THE PURPOSE OF DETERMINING THE AREA OF THE LANDS DESCRIBED IN THE REPORT AND THE AREA OF THE CONDOMINIUM UNITS DESCRIBED IN THE REPORT. THE SURVEY WAS MADE BY THE SURVEYOR AND THE MEASUREMENTS WERE MADE BY THE SURVEYOR AND THE RESULTS OF THE SURVEY AND MEASUREMENTS ARE SET FORTH IN THIS REPORT.

DESCRIPTION OF REPORT No. 6 (PART)

THIS REPORT IS A SUMMARY OF THE RESULTS OF THE SURVEY AND MEASUREMENTS MADE FOR THE PURPOSE OF DETERMINING THE AREA OF THE LANDS DESCRIBED IN THE REPORT AND THE AREA OF THE CONDOMINIUM UNITS DESCRIBED IN THE REPORT. THE SURVEY WAS MADE BY THE SURVEYOR AND THE MEASUREMENTS WERE MADE BY THE SURVEYOR AND THE RESULTS OF THE SURVEY AND MEASUREMENTS ARE SET FORTH IN THIS REPORT.



8

PREPARED BY  
SALVINO ALDO SPINALE

PARK SHORE LANDINGS CONDOMINIUM (EXHIBIT B)

Description of Condo Parcel No. 10

THE WEST 1/2 of Block 1, Park Shore Landings, Condominium, in the City of Dallas, Texas, County of Tarrant, State of Texas, as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10.

Description of Condo Parcel No. 11

THE WEST 1/2 of Block 1, Park Shore Landings, Condominium, in the City of Dallas, Texas, County of Tarrant, State of Texas, as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10.

Description of Condo Parcel No. 12

THE WEST 1/2 of Block 1, Park Shore Landings, Condominium, in the City of Dallas, Texas, County of Tarrant, State of Texas, as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10.

Description of Condo Parcel No. 13

THE WEST 1/2 of Block 1, Park Shore Landings, Condominium, in the City of Dallas, Texas, County of Tarrant, State of Texas, as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10.

Description of Condo Parcel No. 14

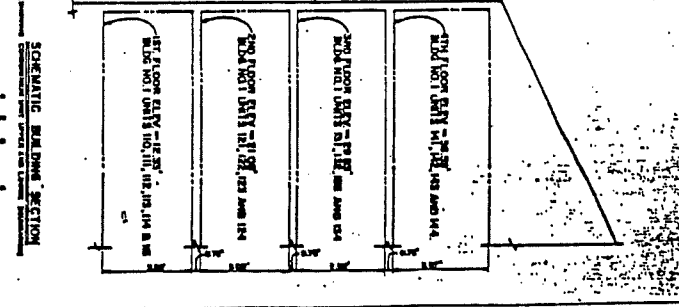
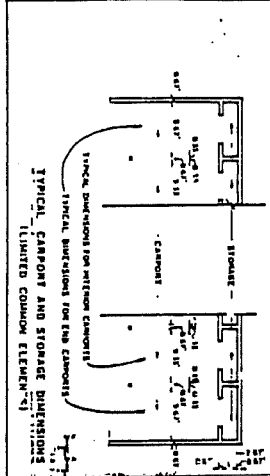
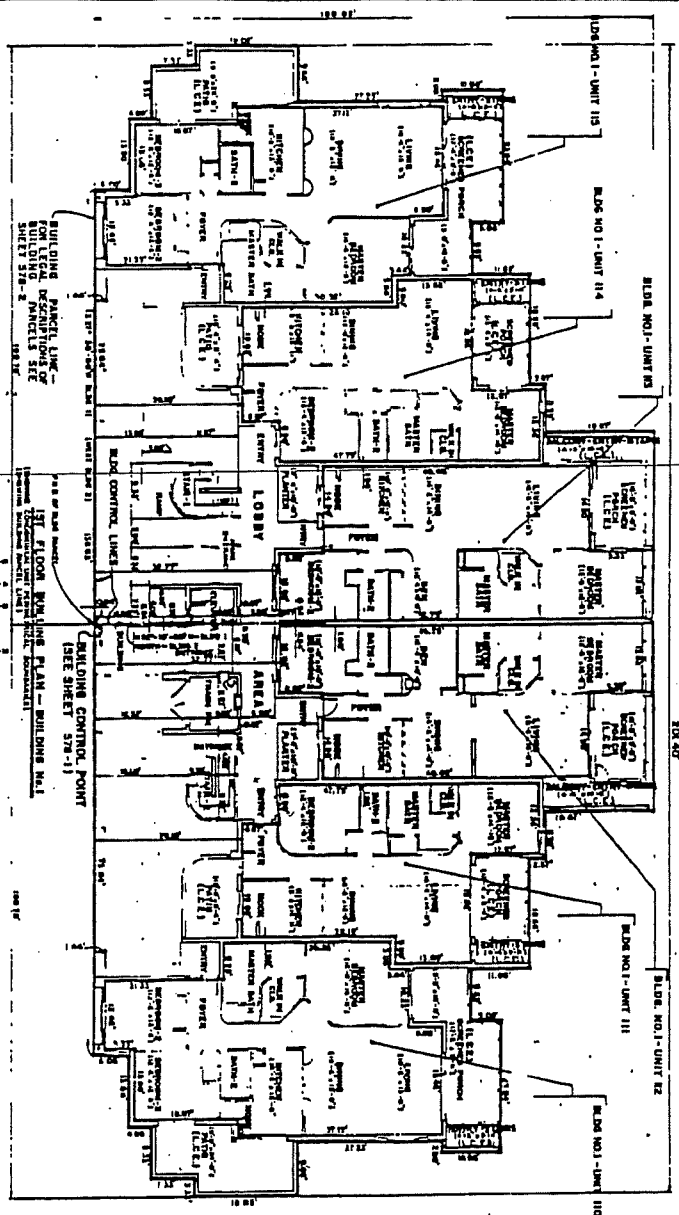
THE WEST 1/2 of Block 1, Park Shore Landings, Condominium, in the City of Dallas, Texas, County of Tarrant, State of Texas, as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10.

Description of Condo Parcel No. 15

THE WEST 1/2 of Block 1, Park Shore Landings, Condominium, in the City of Dallas, Texas, County of Tarrant, State of Texas, as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of Block 1, Park Shore Landings, Condominium, recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10.

PREPARED BY [Logo] ALBERT DWIGHT, F.A.S.T. 100-378-4

# PARK SHORE LANDINGS CONDOMINIUM (EXHIBIT B)

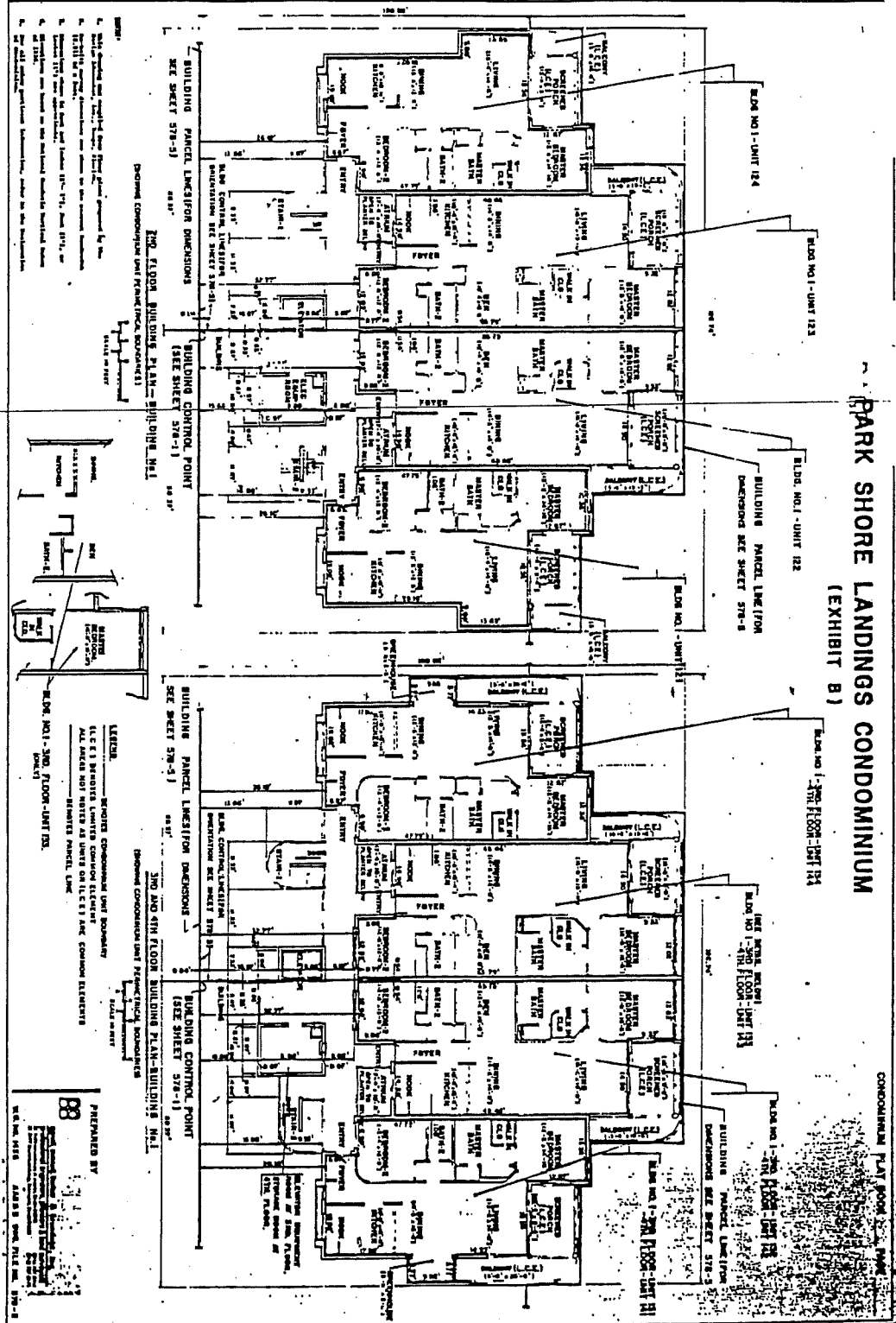


**LEGEND:**  
 1. 1ST FLOOR UNIT - SEE SHEET 318-1  
 2. 2ND FLOOR UNIT - SEE SHEET 318-2  
 3. 3RD FLOOR UNIT - SEE SHEET 318-3  
 4. 4TH FLOOR UNIT - SEE SHEET 318-4  
 5. 5TH FLOOR UNIT - SEE SHEET 318-5  
 6. 6TH FLOOR UNIT - SEE SHEET 318-6  
 7. 7TH FLOOR UNIT - SEE SHEET 318-7  
 8. 8TH FLOOR UNIT - SEE SHEET 318-8  
 9. 9TH FLOOR UNIT - SEE SHEET 318-9  
 10. 10TH FLOOR UNIT - SEE SHEET 318-10

**PREPARED BY:**  
**BB**  
 ARCHITECTS  
 1000 ...  
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 ...

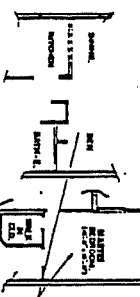
# PARK SHORE LANDINGS CONDOMINIUM (EXHIBIT B)

CONDOMINIUM FLOOR PLAN



**NOTES:**

1. All dimensions are given in feet and inches.
2. All dimensions are given to the center of the line unless otherwise noted.
3. All dimensions are given to the finished floor unless otherwise noted.
4. All dimensions are given to the finished ceiling unless otherwise noted.
5. All dimensions are given to the finished wall unless otherwise noted.
6. All dimensions are given to the finished floor, ceiling, and wall unless otherwise noted.



**2ND FLOOR BUILDING PLAN - BUILDING #11**  
DIMENSIONS SEE SHEET 518-11

**2ND AND 3RD FLOOR BUILDING PLAN - BUILDING #12**  
DIMENSIONS SEE SHEET 518-12

**2ND AND 4TH FLOOR BUILDING PLAN - BUILDING #13**  
DIMENSIONS SEE SHEET 518-13

**2ND AND 5TH FLOOR BUILDING PLAN - BUILDING #14**  
DIMENSIONS SEE SHEET 518-14

**2ND AND 6TH FLOOR BUILDING PLAN - BUILDING #15**  
DIMENSIONS SEE SHEET 518-15

**2ND AND 7TH FLOOR BUILDING PLAN - BUILDING #16**  
DIMENSIONS SEE SHEET 518-16

**2ND AND 8TH FLOOR BUILDING PLAN - BUILDING #17**  
DIMENSIONS SEE SHEET 518-17

**2ND AND 9TH FLOOR BUILDING PLAN - BUILDING #18**  
DIMENSIONS SEE SHEET 518-18

**2ND AND 10TH FLOOR BUILDING PLAN - BUILDING #19**  
DIMENSIONS SEE SHEET 518-19

**2ND AND 11TH FLOOR BUILDING PLAN - BUILDING #20**  
DIMENSIONS SEE SHEET 518-20

**2ND AND 12TH FLOOR BUILDING PLAN - BUILDING #21**  
DIMENSIONS SEE SHEET 518-21

**2ND AND 13TH FLOOR BUILDING PLAN - BUILDING #22**  
DIMENSIONS SEE SHEET 518-22

**2ND AND 14TH FLOOR BUILDING PLAN - BUILDING #23**  
DIMENSIONS SEE SHEET 518-23

**2ND AND 15TH FLOOR BUILDING PLAN - BUILDING #24**  
DIMENSIONS SEE SHEET 518-24

PREPARED BY

DATE

SCALE

PROJECT NO.

CLIENT

ARCHITECT

ENGINEER

PLUMBER

ELECTRICIAN

Mechanical

Structural

Interior Design

Exterior Design

Site Planning

Landscaping

Construction Management

Real Estate

Insurance

Legal

Accounting

Marketing

Public Relations

Human Resources

Information Technology

Operations

Maintenance

Security

Facilities Management

Environmental

Energy

Water

Waste

Transportation

Telecommunications

Media

Advertising

Public Works

Utilities

Government

Non-Profit

Education

Healthcare

Finance

Insurance

Banking

Investment

Real Estate

Construction

Manufacturing

Retail

Food Service

Hotel

Resort

Recreation

Transportation

Aviation

Maritime

Aerospace

Defense

Government

Non-Profit

Education

Healthcare

Finance

Insurance

Banking

Investment

Real Estate

Construction

Manufacturing

Retail

Food Service

Hotel

Resort

Recreation

Transportation

Aviation

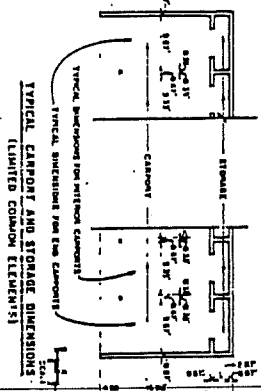
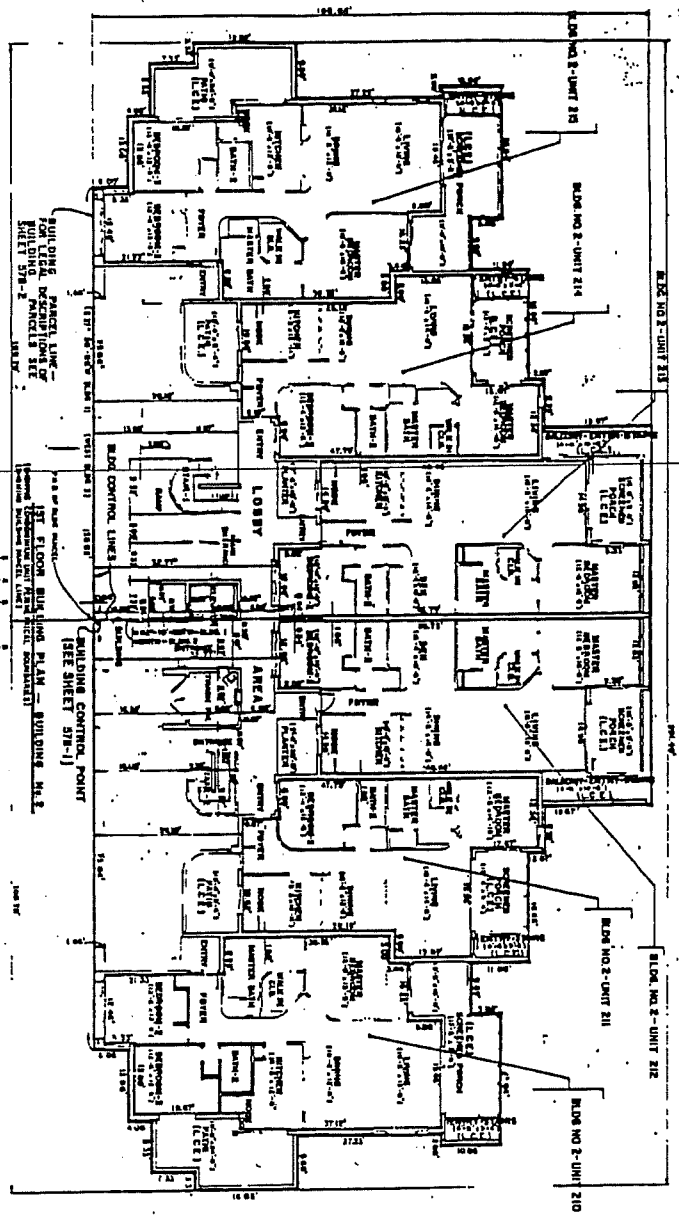
Maritime

Aerospace

Defense

# PARK SHORE LANDINGS CONDOMINIUM (EXHIBIT B)

CONDOMINIUM FLOOR PLAN PAGE



GUIDING PANEL LINE FOR LIGHT FIXTURES IN UNITS 210-214

1ST FLOOR BUILDING PLAN - BUILDINGS NO. 2

(SEE SHEET 518-1)

SEE SHEET 518-1 FOR BUILDING CONTROL POINT

SEE SHEET 518-1 FOR BUILDING CONTROL LINES

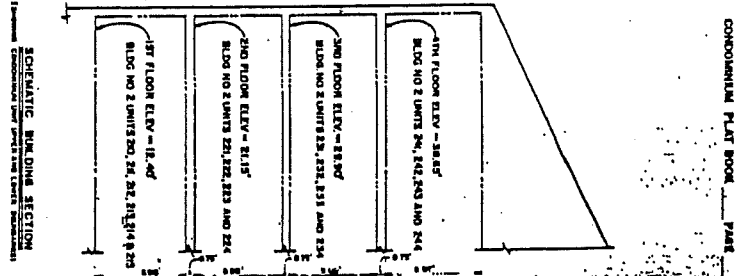
**LEGEND:**

1. UNITS ARE SHOWN IN BOLD TYPE

2. COMMON AREAS ARE SHOWN IN REGULAR TYPE

3. ALL AREAS NOT SHOWN IN THIS PLAN ARE COMMON ELEMENTS

- NOTES:**
1. This drawing was prepared by the Architect and is subject to the provisions of the Condominium Act, R.S. 41:27, and the Condominium Regulations, R.S. 41:27.1, and the Condominium Declaration, R.S. 41:27.2, and the Condominium Bylaws, R.S. 41:27.3.
  2. The Architect is not responsible for the accuracy of the information provided by the owner or the contractor.
  3. The Architect is not responsible for the accuracy of the information provided by the owner or the contractor.
  4. The Architect is not responsible for the accuracy of the information provided by the owner or the contractor.
  5. The Architect is not responsible for the accuracy of the information provided by the owner or the contractor.



**SCHEMATIC BUILDING SECTION**

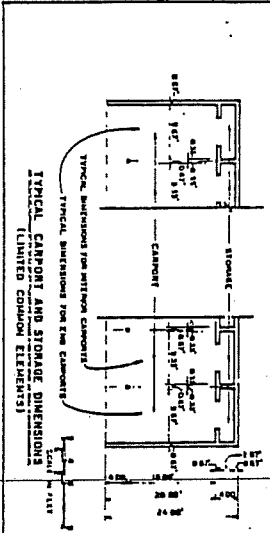
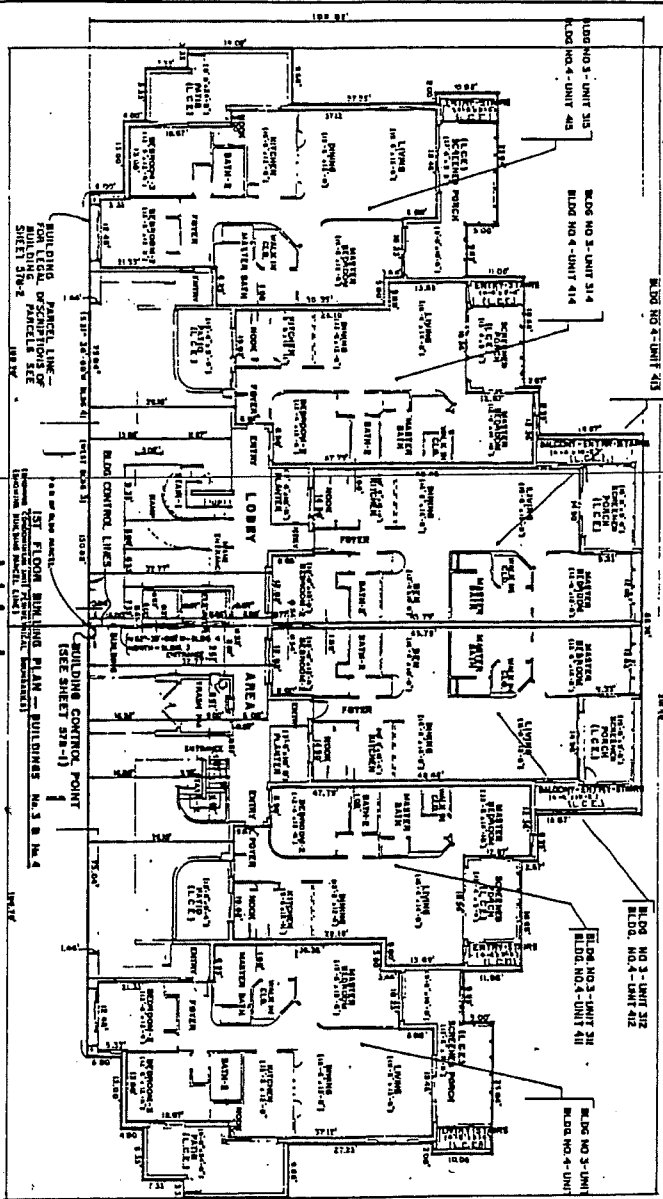
**PREPARED BY**

**BB**  
 [Firm Name]  
 [Address]  
 [City, State, Zip]  
 [Phone Number]



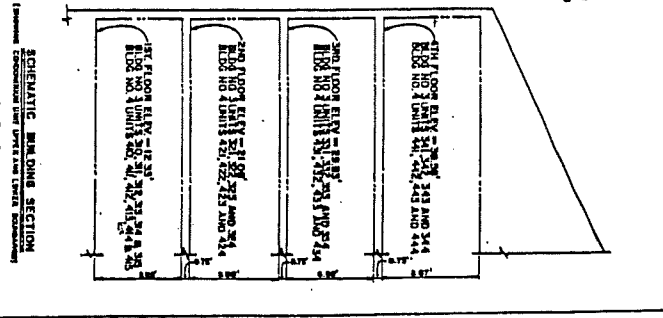


# PARK SHORE LANDINGS CONDOMINIUM (EXHIBIT B)



- LEGEND:**
- 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - 5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - 6. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - 7. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - 8. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - 9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - 10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

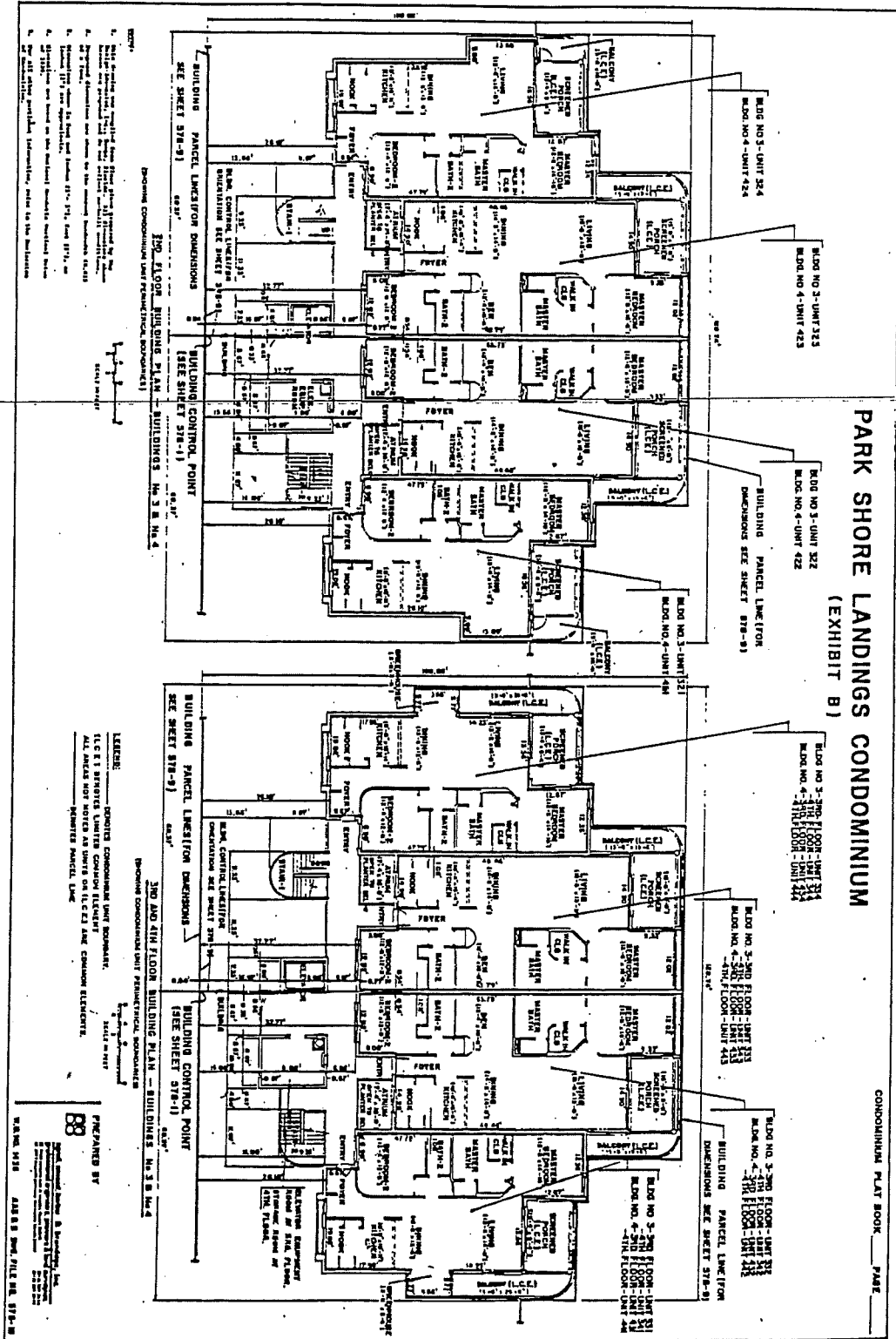
**PREPARED BY:**  
**ARCHITECT:**  
**DATE:**  
**PROJECT:**



# PARK SHORE LANDINGS CONDOMINIUM

(EXHIBIT B)

CONDOMINIUM PLAT BOOK PAGE



**EXHIBIT "C"**  
**PERCENTAGE SHARES OF COMMON EXPENSES**

UNDIVIDED SHARE OF COMMON ELEMENTS

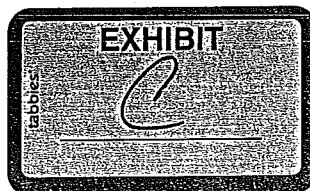
AND

COMMON SURPLUS

AND

SHARE OF COMMON EXPENSES

<u>Unit Number</u>	<u>Share</u>	<u>Unit Number</u>	<u>Share</u>
110	.0150	310	.0150
111	.0130	311	.0130
<del>112</del>	<del>.0145</del>	<del>312</del>	<del>.0145</del>
113	.0145	313	.0145
114	.0130	314	.0130
115	.0150	315	.0150
121	.0130	321	.0130
122	.0145	322	.0145
123	.0145	323	.0145
124	.0130	324	.0130
131	.0130	331	.0130
132	.0145	332	.0145
133	.0145	333	.0145
134	.0130	334	.0130
141	.0130	341	.0130
142	.0145	342	.0145
143	.0145	343	.0145
144	.0130	344	.0130
210	.0150	410	.0150
211	.0130	411	.0130
212	.0145	412	.0145
213	.0145	413	.0145
214	.0130	414	.0130
215	.0150	415	.0150
221	.0130	421	.0130
222	.0145	422	.0145
223	.0145	423	.0145
224	.0130	424	.0130
231	.0130	431	.0130
232	.0145	432	.0145
233	.0145	433	.0145
234	.0130	434	.0130
241	.0130	441	.0130
242	.0145	442	.0145
243	.0145	443	.0145
244	.0130	444	.0130



**EXHIBIT "D"**  
**SECOND AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**

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

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
PARK SHORE LANDINGS CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Section 617.0201(4), Florida Statutes, the Articles of Incorporation for Park Shore Landings Condominium Association, Inc., a Florida corporation not-for-profit that was originally incorporated under the name "Park Shore Landings Condominium A Association, Inc." on September 21, 1984, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Second Amended and Restated Articles of Incorporation, other than the inclusion of amendments adopted pursuant to Section 617.0201(4), Florida Statutes, and the omission of matters of historical interest. The Second Amended and Restated Articles of Incorporation of Park Shore Landings Condominium Association, Inc., shall henceforth be as follows:

**ARTICLE I**

**NAME:** The name of the corporation is Park Shore Landings Condominium Association, Inc., (hereinafter the "Association"), and its address is 405 Park Shore Drive, Naples, Florida 34103.

**ARTICLE II**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Park Shore Landings 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 earning 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 and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Second Amended and Restated Articles of Incorporation (hereinafter "Articles"), the Second Amended and Restated Declaration of Condominium (hereinafter the "Declaration"), or the Second Amended and Restated Bylaws (hereinafter "Bylaws"), 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 and Association property.
- (C) To purchase insurance for the protection of the Association and its members.
- (D) To repair and reconstruct improvements after casualty loss, and to make further improvements of the Condominium property.
- (E) To make, amend and enforce reasonable rules and regulations governing the operation of the Association and the use, maintenance, occupancy, alteration, transfer, and appearance of Units, common elements, and limited common elements, subject to any limits set forth in the Declaration.
- (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, the Declaration, these Articles, the Bylaws, and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the Condominium and 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 Declaration 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 Condominium.
- (J) To borrow money as necessary to perform its other functions hereunder.
- (K) To grant, modify, or move any easement in the manner provided in the Declaration.
- (L) To enter into agreements or acquire leaseholds, memberships, and other possessory ownership interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities, 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 Unit owners.
- (M) To grant license agreements to Unit owners for their exclusive use and enjoyment of boat slips located on the common elements of the Condominium.



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 Declaration, these Articles, and the Bylaws.

### ARTICLE III

#### MEMBERSHIP:

- (A) The members of the Association shall be the record owners of a fee simple interest in one or more 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.
- (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.

### ARTICLE VI

#### DIRECTORS 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 in 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 of the Association, 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. Amendments to these Articles may be proposed by a majority of the Board of Directors or by a written petition to the Board, signed by at least one-fourth (1/4) of the voting interests of the Association.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board of Directors or Unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Except as otherwise provided by Florida law, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Amendments may also be approved by the written consent of two-thirds (2/3) of the total voting interests. The Board of Directors may amend these Articles to correct scrivener's errors or omissions, and amend and restate the 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 meeting with adoption of the amendments set forth on the agenda.

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

## ARTICLE VIII

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every Officer, committee member, or employee of the Association against all expenses and liabilities, including attorney 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, committee member, or employee of the Association. The foregoing right of indemnification shall not be available if a judgement 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 judgement in its favor.

(B) A violation of criminal law, unless the individual 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 individual 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 an individual may be entitled.

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

**SECOND AMENDED AND RESTATED BYLAWS  
OF  
PARK SHORE LANDINGS CONDOMINIUM ASSOCIATION, INC.**

1. **GENERAL.** These are the Second Amended and Restated Bylaws (hereinafter "Bylaws"), of Park Shore Landings Condominium Association, Inc., (hereinafter the "Association"), a corporation not-for-profit organized under the laws of the State of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 **Principal Office.** The principal office of the Association is at 405 Park Shore Drive, Naples, Florida 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 Section 4 of the Second Amended and Restated Declaration of Condominium, (hereinafter the "Declaration"), shall apply to terms used in these Bylaws.

2. **MEMBERS.**

2.1 **Qualifications.** The members of the Association shall be the record owners of legal title to the Units in Park Shore Landings Condominium. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events:

- (A) Recording in the Public Records of a deed or other instrument evidencing legal title to the Unit in the name of the member.
- (B) Approval by the Board of Directors as provided for in the Declaration.
- (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 a primary occupant.

**2.2 Voting Interest.** The members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of Units. The vote of a Unit is not divisible. The right to vote may be denied because of delinquent assessments. If a Unit is owned by one natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any one of the record owners. If the owner of a Unit is a corporation, partnership, trust, or an entity other than a natural person, the vote of that Unit shall be cast by any Officer, Director, Partner, or Trustee, as the case may be. If inconsistent votes are cast for the same Unit, then neither vote shall be counted for any purpose.

**2.3 Change of Membership.** Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in Section 2.1 above. At that time, the voting rights of the prior owner shall be terminated automatically.

### **3. MEMBERS MEETINGS; VOTING.**

**3.1 Annual Meeting.** There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year at a date, time, and place designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium property for at least fourteen (14) continuous days prior to the annual meeting. During the annual meeting, the ballots cast in the annual election of Directors shall be counted and the results announced.

**3.2 Special Members Meetings.** Special members meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by members having at least ten percent (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of the meeting.

**3.3 Notice of Meetings; Waiver of Notice.** Notice of all members meetings must state the date, time, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed or electronically transmitted to each member at the address that appears on the books of the Association, or may be furnished by personal delivery. Each member is responsible for providing the Association with notice of any change of address. The notice of meeting must be mailed, electronically transmitted, or delivered at least fourteen (14) days before the meeting. An affidavit of the Officer or other person making such mailing, transmission, or delivery 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 owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

**3.4 Quorum.** A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of persons entitled to cast one-third (1/3) of the votes of the Association.

**3.5 Vote Required.** The acts approved by a majority of the votes cast 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 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, and no proxy is valid for a period longer than ninety (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, and specify the date, time, and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. 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.

**3.7 Adjourned Meetings.** Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by a vote of the 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, regardless of when such are announced at the meeting being adjourned. Any business that 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.

**3.8 Order of Business.** The order of business at members meetings shall be substantially as follows:

- (A) Call of the roll or determination of quorum
- (B) Reading or disposal of minutes of last members meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Unfinished business
- (F) New business
- (G) Adjournment

**3.9 Minutes.** Minutes of all meetings of members and of the Board of Directors shall be kept in a business-like manner and available for inspection by members or their authorized representatives and Board Members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

**3.10 Parliamentary Rules.** Robert's Rules of Order (latest edition) shall guide the conduct of the meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding Officer 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.

**3.11 Action by Members Without a 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. Action by members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes.

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

**4.1 Number and Terms of Service.** The number of Directors, which shall constitute the whole Board of Directors, shall be seven (7). All Directors shall be elected for two (2) year terms. The system of staggered terms previously established whereby three (3) Directors are elected in even numbered years and four (4) Directors are elected in odd numbered years shall be maintained. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled. Directors shall be elected by the members as described below, or in the case of a vacancy as provided below.

**4.2 Qualifications.** Directors must be members of the Association or a spouse of a member. In the case of a Unit owned by a corporation, any Officer is eligible for election to the Board of Directors. If a Unit is owned by a partnership, any Partner is eligible to be a Director. If a Unit is held in trust, the Trustee, grantor or settlor of the trust, or any one of the beneficial owners is eligible to be elected to the Board of Directors.

**4.3 Nominations and Elections.** On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) days in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association, in writing, of his desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also include with such notification, and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8-1/2 inches by 11 inches, which describes the candidate's background, education, and qualifications for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates' in alphabetical order by surname, at least fourteen (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. Directors shall be elected by a plurality of the votes cast. 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.

**4.4 Vacancies on the Board.** If the office of any Director becomes vacant for any reason, 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 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.

**4.5 Removal of Directors.** Any or all Directors may be removed 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 Florida law.

**4.6 Organizational Meeting.** The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. 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.

**4.7 Other Meetings.** Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or a majority of the Board of Directors. Notice of meetings shall be given to each Director, personally, by mail, telephone, electronic transmission, or telegram at least two (2) days prior to the day named for such meeting.

**4.8 Notice to Owners.** All meetings of the Board of Directors shall be open to members, and notices of all Board meetings, including an agenda, shall be posted conspicuously on the Condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. 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. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any Board meeting at which a non-emergency special assessment or amendment to rules regarding Unit use will be considered shall conform to the requirements set forth below. The rights of owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or a committee with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be governed by the provisions of these Bylaws.

**4.9 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.

**4.10 Quorum of Directors.** A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote by secret

ballot except in regard to the election of Officers and may not participate by proxy at Board meetings.

**4.11 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 applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

**4.12 Adjourned Meetings.** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific date and time. 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 and no additional notice is required.

**4.13 The Presiding Officer.** The President of the Association, or in his absence, the Vice-President, shall be the presiding Officer at all meetings of the Board of Directors and members. If neither is present, the presiding Officer shall be selected by majority vote of the Directors present. Anything to the contrary notwithstanding, the presiding Officer may appoint any person to act as chairperson pro tem for any meeting.

**4.14 Compensation of Directors and Officers.** Neither Directors nor Officers shall receive compensation for their services, as such. Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

**4.15 Committees.** The Board of Directors may appoint from time to time such standing or temporary committees as the Board 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. A committee that advises the Board on the budget, or a committee which has authority to take action on behalf of the Board, shall be subject to the same notice and other provisions that apply to meetings of the Board of Directors. All other committees are hereby exempted from such formalities and any requirements that would otherwise apply under Section 718.112(2)(c), Florida Statutes.

**4.16 Emergency Powers.** In the event of an emergency, including an emergency caused by fire or other occurrence unique to the Condominium, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Chapters 718 and 617, Florida Statutes, as amended from time to time, including:

- (A) The Board may name as Assistant Officers persons who are not Directors, which Assistant Officers shall have the same authority as the Executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

(C) During any emergency, the Board of Directors may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:

(1) A state of emergency declared by local civil or law enforcement authorities;

(2) A hurricane warning;

(3) A partial or complete evacuation order;

(4) Federal or state "disaster area" status; or

(5) A catastrophic occurrence, whether natural or man-made, that seriously damages, or threatens to seriously damage, the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

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

## 5. OFFICERS.

**5.1 Officers and Elections.** The Executive Officers of the Association shall be a President and a Vice-President, who must be Directors, and a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any Officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices except that the President shall not also serve as the Treasurer. The Board may, from time to time, appoint such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

**5.2 President.** The President shall be the Chief Executive Officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages, and other contracts requiring the 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; and they 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 or the President. The Secretary shall keep the seal of the Association in safe custody and, when authorized by the Board, 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, if one 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, if one has been designated.

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

**6.1 Depository.** The Association shall maintain its funds in such insured financial institutions 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. 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.

**6.2 Budget.** The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the date, time, and place of the meeting of the Board of Directors at which the budget will be adopted shall be mailed or electronically transmitted to the owner of each Unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

**6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit owners as required above. Reserves funded under this Sub-Section, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote at a members meeting called for that purpose. 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 in the combined account, or the minimum amount required by law. 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 thirty (30) days after receipt (unless combined for investment purposes).

**6.4 Other Reserves.** In addition to the statutory reserves provided above, or in place of them if the members so vote, the Board of Directors may establish one or more "contingency reserves," as defined in Rule 61B-22.001(5), Florida Administrative Code, as the same may be amended from time to time. The purpose of the contingency reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved 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.

**6.5 Assessments.** Regular annual assessments based on the adopted budget shall be paid either monthly or quarterly, as determined by the Board of Directors. 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 last installment, 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 approving such assessments. Written notice of any Board meeting at which a non-emergency special assessment will be considered, must be mailed or electronically transmitted to all Unit owners at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s), such excess funds may, at the discretion of the Board of Directors, either be returned to the Unit owners or applied as a credit towards future assessments.

**6.7 Financial Statements.** Within ninety (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 twenty-one (21) days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Unit owner at the address last furnished to the Association by the Unit owner, 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, upon receipt of a written request from the Unit owner.

**6.8 Fiscal Year.** The fiscal year shall be the calendar year, unless modified by the Board of Directors in accordance with Internal Revenue Service regulations.

**7. RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation of the Association and the use, occupancy, alteration, maintenance, transfer, and appearance of Units, common elements and limited common elements, subject to any limits contained in the Declaration. Copies of such rules and regulations shall be furnished to each Unit owner. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of health, happiness, and peace of mind of the Unit owners and uniformly applied and enforced.

**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.** The Board of Directors may levy fines and/or suspensions against members, or members' tenants or guests, or both, who commit violations of Chapters 617 or 718, Florida Statutes, the provisions of the Condominium Documents, or the rules and regulations. Fines shall be in amounts deemed necessary by the Board of Directors to deter future violations. The maximum fine for a single violation shall be \$100.00 unless a higher amount is allowed by law. The maximum fine for a continuing violation shall be limited to

\$1,000.00 only if the law requires such limit. If allowed by law, fines shall be secured by a lien on the owner's Unit. Suspensions of the use of common areas, facilities, and common non-essential services may also be imposed for a reasonable period of time to deter future violations.

The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. The party against whom the fine and/or suspension is sought to be levied and/or imposed shall be afforded an opportunity for a Hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time, and place of the Hearing, or instruction on how to request a Hearing;
- (2) A specific designation of the provisions of Chapters 617 or 718, Florida Statutes, or other applicable law, the Condominium Documents, and/or the rules that are alleged to have been violated;
- (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) The possible amounts of any proposed fine and/or the nature of the possible use rights of common areas or facilities to be suspended and the proposed duration of the suspension.

(B) Hearing. At the Hearing, the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, present evidence, and provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The Hearing shall be conducted before a committee of three (3) owners appointed by the Board, none of whom may then be serving as Directors or Officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director, or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspension, the Board of Directors shall levy and/or impose same.

**8.2 Suspensions Without Hearing.** The foregoing notwithstanding, unless prior notice and a Hearing is specifically required by law, no prior notice or opportunity of a Hearing is required for the imposition of a suspension upon any owner because of the failure of the owner to pay assessments or other charges when due.

**8.3 Suspension of Voting Rights.** If an owner is more than ninety (90) days overdue in payment of assessments or other financial obligation to the Association, then the owner's voting rights may also be suspended until such time as the owner's account is paid in full.



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 signed by the owners of at least one-fourth (1/4) of the Units.

9.2 **Procedure.** Upon any amendment or amendments to these Bylaws being proposed by said Board or Unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3 **Vote Required.** Except as otherwise provided by law, or by specific provision of the Condominium Documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests present and voting, in person or by proxy, at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with the law. Amendments may also be approved by written consent of two-thirds (2/3) of the total voting interests. The Board of Directors may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate the Bylaws 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.

9.4. **Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate stating 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. **MISCELLANEOUS.**

10.1 **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.

10.2 **Severability.** Should any portion of these Bylaws be void or unenforceable, the remaining provisions of the Bylaws shall remain in full force and effect.

10.3 **Conflict.** If any irreconcilable conflict should exist or hereafter arise with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and of the Articles of Incorporation shall prevail over the provisions of these Bylaws.