

1                                   **PROPOSED THIRD AMENDED AND RESTATED**  
2                                   **DECLARATION OF CONDOMINIUM**  
3                                   **OF**  
4                                   **PARK SHORE LANDINGS CONDOMINIUM**

5                                   **SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM-**  
6                                   **SEE CURRENT DECLARATION OF CONDOMINIUM FOR PRESENT TEXT**

7                                   **RECITALS:**

8    In a Declaration of Condominium recorded at O.R. Book 1106, Page 980 *et seq.*, of the Public  
9    Records of Collier County, Florida, on October 25, 1984 (“Original Declaration”), the Developer  
10   did submit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the  
11   Condominium Act that property situated in Collier County, Florida, as described therein. Note:  
12   The name of the Condominium was changed from “Park Shore Landings Condominium A” to  
13   “Park Shore Landings Condominium” by amendment recorded on January 8, 1986, in Official  
14   Records Book 1173, Page 133, *et seq.*, of the Public Records of Collier County, Florida. Further,  
15   the land previously dedicated to the Park Shore Landings Property Owners Association, Inc. was  
16   added to the Condominium by the amendment recorded on January 8, 1986, in Official Records  
17   Book 1173, Page 133, *et seq.*, of the Public Records of Collier County, Florida. The Park Shore  
18   Landings Property Owners Association, Inc. was then merged into the Park Shore Landings  
19   Condominium Association, Inc.

20   The Condominium Property is further described at Condominium Book 25, Page 75 *et seq.*, and  
21   Plat Book 8, Page 43 *et seq.* of the Public Records of Collier County, Florida.

22   Said Declaration or the exhibits thereto were subsequently amended or supplemented as follows:

23                Amendment recorded at O.R. Book 1113, Page 2052 *et seq.*, of the Public Records of Collier  
24   County, Florida;

25                Amendment recorded at O.R. Book 1173, Page 133 *et seq.*, of the Public Records of Collier  
26   County, Florida;

27                Amendment recorded at O.R. Book 1173, Page 1814 *et seq.*, of the Public Records of  
28   Collier County, Florida;

29                Amendment recorded at O.R. Book 1177, Page 540 *et seq.*, of the Public Records of Collier  
30   County, Florida;

31                Amendment recorded at O.R. Book 1451, Page 2212 *et seq.*, of the Public Records of  
32   Collier County, Florida;

33                Amendment recorded at O.R. Book 1616, Page 493 *et seq.*, of the Public Records of Collier  
34   County, Florida;

1 Amended and Restated Declaration recorded at O.R. Book 1950, Page 2268 *et seq.*, of the  
2 Public Records of Collier County, Florida;

3 Second Amended and Restated Declaration recorded at O.R. Book 4893, Page 2812 *et seq.*,  
4 of the Public Records of Collier County, Florida;

5 Second Amended and Restated Declaration recorded at O.R. Book 4923, Page 1720 *et seq.*,  
6 of the Public Records of Collier County, Florida (re-recorded);

7 The submission of the land to the condominium form of ownership by the Original Declaration  
8 and its amendments or supplements remains effective. No recorded easements to or from third  
9 parties or other binding agreements of record or in existence are intended to be impaired or altered  
10 by the recording of this Amended and Restated Declaration of Condominium (“Declaration”). By  
11 adoption of this Declaration, the Association Members hereby adopt certain amendments to the  
12 Declaration of Condominium and amendments thereof and restate the Declaration in its entirety.  
13 By adoption of this Declaration, the Members of the Association ratify governance of the  
14 Condominium Property under the condominium form of ownership and the provisions of the Act,  
15 as defined in Article 1.1 of this Declaration.

16 **1. DEFINITIONS.** As used in this Declaration or elsewhere in the Condominium  
17 Documents, unless otherwise provided, and regardless of whether capitalized or not, the terms  
18 used are as defined in the Act and as set forth below:

19 **1.1 “Act” or “Condominium Act”** means, except where specifically stated to the  
20 contrary, the Florida Condominium Act (Chapter 718, Florida Statutes), as it now exists or as  
21 it may be amended from time to time, including the definitions therein contained.

22 **1.2 “Articles”** means the Articles of Incorporation attached as Exhibit “B,” as may  
23 be amended from time to time.

24 **1.3 “Assessment”** means a share of the funds required for the payment of Common  
25 Expenses, which from time to time is assessed against the Units. Assessments may also be made  
26 for Limited Common Expenses and Charges.

27 **1.4 “Association”** means PARK SHORE LANDINGS CONDOMINIUM  
28 ASSOCIATION, INC., a Florida Corporation Not for Profit, the entity responsible for the  
29 operation of the Condominium.

30 **1.5 “Association Property”** means all property owned by the Association for the  
31 use and benefit of the Unit Owners.

32 **1.6 “Board of Directors” or “Board” or “Directors”** means the representative  
33 body which is responsible for the administration of the Association’s affairs, and which is the  
34 same body that is sometimes referred to in the Act as the “Board of Administration.”

35 **1.7 “Building”** means the structures in which the Units and portions of the Common  
36 Elements are located.

1           **1.8 “Bylaws”** mean the Bylaws of the Association attached as Exhibit “C,” as may  
2 be amended from time to time.

3           **1.9 “Casualty”** for the purposes of this Declaration, and not for the purpose of  
4 construing coverage between any insurer and insured, means an event which causes damage to  
5 the Condominium Property due to some sudden, fortuitous cause, whether natural or man-made,  
6 including (but not limited to) fire, flood, tidal surges and waves, hail, wind, rain, vandalism,  
7 acts of terrorism or civil unrest, explosion, or bursting pipes, but does not include progressive  
8 decay or corrosion, or slow or continuous leaks.

9           **1.10 “Charge”** means any legal or equitable indebtedness or monetary obligation of  
10 a Unit Owner to the Association, or other sums owed to or due to the Association from a Unit  
11 Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit  
12 Owner, other than Assessments for Common Expenses, which the Unit Owner is obligated to  
13 pay to the Association. Said obligations may arise by oral or written contract, by law or in  
14 equity, or may be created by these Condominium Documents.

15           **1.11 “Committee”** means a group of Board members, Unit Owners, or Board  
16 members and/or Unit Owners and/or other Persons appointed by the Board to make reports or  
17 recommendations to the Board, to take action on behalf of the Board, or to take such actions as  
18 the Resolution creating the Committee, or the Directors of the Board, may dictate.

19           **1.12 “Common Elements”** means and includes:

20           **1.12.1** The portions of the Condominium Property not included within the Units.

21           **1.12.2** Easements through Units for conduits, ducts, plumbing, wiring and other  
22 facilities for the furnishing of Utility and other services to Units and the Common Elements.

23           **1.12.3** An easement of support in every portion of a Unit that contributes to the  
24 support of the Building(s), including, but not limited to, all load bearing interior walls within the  
25 Units.

26           **1.12.4** The property and installations required for the furnishing of Utility Services  
27 and other services to more than one (1) Unit or to the Common Elements.

28           **1.12.5** Any other parts of the Condominium Property designated as Common  
29 Elements in this Declaration.

30 Any reference to “Common Elements” in the Condominium Documents shall be deemed to include  
31 a reference to real property which is Association Property, without need of separately using the  
32 latter term, unless the context of the provision of the Condominium Documents clearly expresses  
33 a contrary intent.

34           **1.13 “Common Expenses”** means those expenses for which Unit Owners are liable  
35 to the Association, including, but not limited to, expenses of administration, maintenance,  
36 operation, repair, and replacement of Common Elements and Association Property, and such

1 other expenses as may be declared expenses either by this Declaration, the Articles of  
2 Incorporation, the Bylaws or by the Association. Bulk interior pest control for Units, if provided  
3 by the Association is a Common Expense. Common Expenses include, but are not limited to,  
4 such items as cost of premiums for property and public liability insurance, repairs, replacements  
5 and expenses of upkeep, lawn service, utility bills and governmental services (including, but  
6 not limited to, water, sewer, electricity and trash collection) that are not separately metered or  
7 billed to individual Units, pool service, recreational facilities and activities, janitor service,  
8 accounting and legal fees, wages and fees for managerial and other services, and reasonable and  
9 adequate reserves, all as may be required in the maintenance and management of this  
10 Condominium. The expenses of Communications Services are specifically considered a  
11 Common Expense, if so designated by the Board. Common Expenses also include maintenance  
12 of property outside of the Condominium Property and participating in governmental  
13 proceedings or otherwise contesting the development or use of property outside the  
14 Condominium Property, where the Board finds a nexus to the value of Units in the  
15 Condominium.

16 **1.14 “Common Surplus”** means the excess of all receipts of the Association,  
17 including, but not limited to, Assessments, rents, profits and revenues on account of the  
18 Common Elements, above the amount of the Common Expenses. Common Surplus shall be  
19 owned in the same undivided percentages as Common Elements are owned.

20 **1.15 “Communications Services”** means those services described in Section 202.11,  
21 Florida Statutes (2025), and for the purpose of this Declaration, includes but are not limited to,  
22 bulk video, voice, or internet services.

23 **1.16 “Condominium Documents”** means this Declaration; the Plats, which are  
24 described above and incorporated as part of this Declaration by reference, attached as Exhibit  
25 “A;” Articles of Incorporation of Park Shore Landings Condominium Association, Inc. attached  
26 as Exhibit “B;” Bylaws attached as Exhibit “C;” and Rules and Regulations. The Rules and  
27 Regulations need not (but may) be recorded in the Public Records of Collier County, Florida,  
28 in order to be valid.

29 **1.17 “Condominium Parcel”** means a Unit together with the undivided share in the  
30 Common Elements which is appurtenant to said Unit and when the context permits, the term  
31 includes all of the appurtenances to the Unit.

32 **1.18 “Condominium Property”** means the land and property interests subjected to  
33 condominium ownership under this Declaration, all improvements on the land as depicted in  
34 the Surveyor’s Plat, or replacement thereof of like kind and quality, and alterations or additions  
35 made to the Common Elements or Association Property by the Association and all easements  
36 and rights appurtenant thereto, regardless of whether contiguous, intended for use in connection  
37 with the Condominium. Additions or alterations made to the Units or Common Elements by  
38 Unit Owners (or their predecessors in title) are not part of the Condominium Property.  
39 References in the Condominium Documents to Condominium Property includes Association  
40 Property, unless specifically indicated otherwise.

1           **1.19 “County”** means the County of Collier, State of Florida.

2           **1.20 “Declaration” or “Declaration of Condominium”** means this instrument, and  
3 as it may be amended from time to time.

4           **1.21 “Domestic Partners”** means two (2) adults who have chosen to share their lives  
5 in a committed relationship that includes a mutual and exclusive commitment to each other’s  
6 wellbeing, wherein each partner shares the same permanent address, have no blood relationship  
7 that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly  
8 responsible for each other’s common welfare, share financial interdependence and mutual  
9 obligation akin to those of marriage. Domestic Partners shall be considered married individuals  
10 or spouses for the purpose of the Condominium Documents.

11           **1.22 “Family” or “Single Family”** means any one (1) of the following:

12           **1.22.1** One (1) natural person, his or her spouse, if any, and his, her, or their parent,  
13 grandparent, adult children, custodial minor children (including foster children), grandchild, or  
14 sibling (such persons being related by blood, marriage, adoption, or legal custody), who do and  
15 plan to indefinitely and continuously reside together as a single financially and socially  
16 interdependent housekeeping unit, with the intention of living within the bonds of family.

17           **1.22.2** Not more than two (2) natural persons not meeting the requirement of  
18 Article 1.22.1 above, who do and plan to indefinitely and continuously reside together as a single  
19 financially and socially interdependent housekeeping unit, with the intention of living within the  
20 bonds of family.

21           **1.22.3** The reference to “natural” is intended to distinguish between an individual  
22 and a corporation or other artificial entity. A “Family member” is a Person who resides in a Unit  
23 as part of the Owner’s Family, but is not a title holder.

24           **1.23 “Fractional Ownership” or “Unit Sharing”** means any arrangement (whether  
25 written or verbal) whereby multiple individuals, families, artificial entities, or other  
26 combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the  
27 intention of allocating use rights among legal or beneficial owners, or others, whether pursuant  
28 to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

29           **1.24 “Guest”** means any Person who is not the Unit Owner or a Tenant or a member  
30 of the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium  
31 Property on a temporary basis at the expressed or implied invitation of the Unit Owner or other  
32 legally permitted Occupant, without the payment or existence of consideration.

33           **1.25 “Insurable Event”** as described in the Act, has the same meaning as Casualty,  
34 as defined in Article 1.9 of this Declaration.

35           **1.26 “Insurable Improvements”** means those portions of the Condominium  
36 Property required by the Act to be insured by the Association. Whenever a portion of the  
37 Condominium Property insured by the Association is replaced by the Association or a Unit

1 Owner with installations intended to comply with then current codes or safety standards, such  
2 replacements shall be considered of like kind and quality and the continuing insuring  
3 responsibility of the Association. Notwithstanding any interpretation of a provision of the  
4 Condominium Documents to the contrary, it is the intention of this Declaration that all Insurable  
5 Improvements shall be insured by the Association.

6 **1.27 “Invitee” or “Licensee”** means a Person or Persons expressly or impliedly  
7 allowed entry onto the Condominium Property for the purpose of conducting business with or  
8 providing services to a Unit or a Unit’s Occupant, or otherwise entering the Condominium  
9 Property at the expressed or implied consent of the Unit Owner or Unit Occupant, including,  
10 but not limited to, contractors, workmen, delivery persons, domestic assistants and health care  
11 assistants. Tenants, Guests, Family members, and Occupants are Invitees.

12 **1.28 “Lease” or “Leasing”** when used in the context of the renting of Units, means  
13 the grant by a Unit Owner of a right of use of the Owner’s Unit for consideration. Leasing shall  
14 be construed to include any licensing or other arrangement with a third party where Persons  
15 other than the Unit Owner are permitted to occupy the Unit for the payment or exchange of  
16 consideration to any party. Any Person who qualifies as a Tenant as described in Article 1.47  
17 shall be deemed to be leasing a Unit.

18 **1.29 “Lien for Charges”** means a lien, which is recorded to secure a Charge.

19 **1.30 “Limited Common Elements”** means those Common Elements, which are  
20 reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in  
21 this Declaration. References in this Declaration to Common Elements include all Limited  
22 Common Elements, unless the context would prohibit, or it is expressly provided otherwise.  
23 Whenever a portion of the Condominium Property naturally and exclusively services a  
24 particular Unit or group of Units, and where the area in question lies outside of the boundaries  
25 of the Unit, the delegation by this Declaration of Maintenance responsibility for the area by or  
26 at the expense of the benefiting Unit Owner(s) shall serve to define the area as a Limited  
27 Common Element.

28 **1.31 “Limited Common Expenses”** means those expenses affiliated with the  
29 Maintenance of a Limited Common Element, the costs of which are assessed only against the  
30 benefiting Unit Owner(s), as authorized by the Act, if so provided in this Declaration.

31 **1.32 “Maintenance” or “Maintain”** means, unless the context of a provision in the  
32 Condominium Documents requires otherwise, required cleaning, heavy cleaning, painting  
33 where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as  
34 well as repair and replacement. The term “maintenance” does not include Repair After Casualty,  
35 unless the context of a provision in the Condominium Documents requires otherwise. Whenever  
36 a Unit Owner is obligated by the Condominium Documents or law to maintain, repair, or replace  
37 portions of the Condominium Property, the Board has the authority to establish reasonable  
38 standards for such maintenance, repair, or replacement, including mandating maintenance,  
39 repair, or replacement of said items, when the Board deems same are reasonably necessary, and

1 the Board may likewise adopt specifications for replacement components, without need for Unit  
2 Owner approval, notwithstanding any provision in this Declaration to the contrary.

3 **1.33 “Management”** means the licensed Community Association Manager and/or  
4 Community Association Management Firm, employed or contracted by the Association to assist  
5 the Board and its Officers in the day-to-day operation of the Association. There is no  
6 requirement for the retention of Management.

7 **1.34 “Material Alteration or Substantial Addition”** means to palpably or  
8 perceptively vary or change the use, form, shape, elements or specifications of a Building/the  
9 Building or other portions of the Common Elements or real property which is Association  
10 Property from its original design or plan, or existing condition, in such a manner as to  
11 appreciably affect or influence its function, use or appearance.

12 **1.35 “Member”** means the record Owner(s) of legal title to a Unit.

13 **1.36 “Occupant”** when used in connection with a Unit, means a Person who is  
14 physically present in a Unit for two (2) or more consecutive days, including staying overnight  
15 for one (1) night.

16 **1.37 “Occupy”** when used in connection with a Unit, means the act of staying in the  
17 Unit for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

18 **1.38 “Officer”** means the executive Officers and Assistant Officers (if any) appointed  
19 by the Board as provided in the Bylaws.

20 **1.39 “Owner Insurance Elements”** means those portions of the Condominium  
21 Property excluded by the Act from Association insurance obligation, and shall include all  
22 Owner personal property and any alterations or additions to the Condominium Property that are  
23 not insured by the Association’s insurance policy. Owner Insurance Element shall not be  
24 considered part of the Insurable Improvements for the purposes of this Declaration.

25 **1.40 “Person”** means any individual or representative of an entity, including Unit  
26 Owners, Family members, Tenants, Guests, Occupants, Licensees, and Invitees. Whenever the  
27 word “Person” is used to require, prohibit, or prescribe certain conduct, the Owner of the Unit  
28 with which such Person is affiliated is responsible for ensuring such Person’s compliance with  
29 the Condominium Documents.

30 **1.41 “Plats”** means all legal descriptions, site plans, surveys, and graphic depictions  
31 of record describing the Condominium Property. The Plats or portions thereof are attached,  
32 summarized, or shown with illustrative examples in Exhibit “A” to this Declaration. All Plats  
33 of record are incorporated by reference whether or not attached or separately described. The  
34 Plats may not reflect the actual configuration or use of the Condominium Property, as deviations  
35 from original as-built conditions or uses may have been made over time or may, hereafter, be  
36 made in conformity with the provisions of this Declaration.

1           **1.42 “Policies and Procedures”** means the policies of the Board adopted in writing  
2 from time to time, including those documented in minutes of the Board or correspondence  
3 issued under the authority of the Board. Policies and Procedures are part of the Rules and  
4 Regulations, and hence part of the Condominium Documents.

5           **1.43 “Primary Occupant”** means one (1) or more natural person(s) designated for  
6 occupancy of a Unit when title to the Unit is held in the name of two (2) or more Persons who  
7 are not spouses, or when title is held by a trust, corporation or other entity which is not a natural  
8 person, except where the context clearly indicates otherwise, the term “Owner” includes  
9 “Primary Occupant.” Tenants may not be designated as Primary Occupants.

10           **1.44 “Repair After Casualty”** means the removal, reinstallation, demolition, repair,  
11 or replacement of the Insurable Improvements after an Insurable Event.

12           **1.45 “Resident”** means any Person who is occupying a Unit for thirty (30) days,  
13 whether or not consecutive, in any calendar year and includes, as applicable, Owners, Tenants  
14 and members of their respective Families who reside in the Unit.

15           **1.46 “Rules and Regulations”** means those rules and regulations promulgated by the  
16 Board, concerning the transfer, use, appearance, maintenance, and occupancy of the Units,  
17 Common Elements, Limited Common Elements, and Association Property, and the  
18 administration and operation of the Association (including Policies and Procedures), subject to  
19 any limitations contained in this Declaration.

20           **1.47 “Tenant” or “Lessee”** means a Person occupying a Unit, other than the Owner  
21 where said occupancy by the non-Owner involves consideration, including, but not limited to,  
22 the payment of money, the exchange of goods or services, or the provision of direct economic  
23 or indirect economic benefit, including tax benefits and the furtherance of business interests,  
24 including, but not limited to, use of a Unit as an employee or customer rewards or incentive, or  
25 a charity auction or similar prize, or use of the Unit as part of any type of “home exchange”  
26 arrangement. The term “Tenant” shall be used interchangeably with “Lessee.”

27           **1.48 “Unit”** means a part of the Condominium Property subject to exclusive  
28 ownership.

29           **1.49 “Unit Owner” or “Owner”** means the record Owner of a Condominium Parcel.  
30 Wherever a portion of the Condominium Documents, including the Rules and Regulations,  
31 proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from  
32 taking any action, or engage or refrain from engaging in any conduct, or providing for liability  
33 to the Association arising from such acts or conduct or the failure to take required action or  
34 engage in required conduct, the term Unit Owner is deemed to include, unless the context  
35 specifically suggests otherwise, the Unit Owner’s Family, Tenants, Residents, Occupants,  
36 Guests, Licensees and Invitees, and as may be applicable, the Family members of such Person,  
37 as well as employees or agents of such Persons.

38           **1.50 “Utility” or “Utility Services”** as used in the Act and as construed with  
39 reference to this Condominium, and as used in the Condominium Documents, includes but is

1 not limited to, potable water, irrigation, electric power, gas, hot and cold water, heating,  
2 refrigeration, video and Communications Services (including, but not limited to, cable, satellite  
3 or other television, telephone or other voice services, and wi-fi or any other internet or computer  
4 service), air conditioning, garbage disposal, and sewage disposal.

5 **1.51 “Voting Interests”** means the arrangement established in the Condominium  
6 Documents by which the Owners of each Unit collectively are entitled to one (1) vote in the  
7 Association matters. There are 72 Units, so the total number of Voting Interests is 72.

8 **2. STATEMENT OF CONDOMINIUM DECLARATION.** On October 25, 1984,  
9 Radnor/Naples Corporation, a Delaware Corporation (“Developer”) submitted the property  
10 described above to condominium ownership in accordance with Florida Statutes.

11 **3. CONDOMINIUM NAME.** The name by which this Condominium is identified is “Park  
12 Shore Landings Condominium.”

13 **4. UNIT IDENTIFICATION.** The identification of each Unit shall be by number and shall  
14 be as indicated on the Plats.

15 **5. SURVEY AND GRAPHIC DESCRIPTION.** A survey of the land previously submitted  
16 to condominium ownership and a plat thereof describing each Unit, Common Elements and their  
17 relative location and the approximate dimensions of each Unit are as shown on the Plats, which  
18 are incorporated into and made part of this Declaration.

19 **6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.** The voting rights of  
20 the Owner of each Unit is 1/72<sup>nd</sup> (one Voting Interest per Unit). Voting rights may be suspended  
21 pursuant to the terms of the Condominium Documents and/or Florida law. The sharing of Common  
22 Expenses and ownership of Common Elements and Common Surplus is on a 1/72<sup>nd</sup> basis.  
23 Suspension of voting rights shall not affect the basis for which Common Expenses are shared or  
24 Common Elements and Common Surplus owned. However, suspended Voting Interests are  
25 subtracted from the total number of votes required when calculating any required vote or quorum  
26 during the period for which said Voting Interest is suspended. The undivided share of ownership  
27 of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or  
28 separately hypothecated. As long as the Condominium exists, the Common Elements cannot be  
29 partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit  
30 Owner, pledged or transferred except as an appurtenance to the Units.

31 **7. EASEMENTS.** Each of the following easements and easement rights is reserved through  
32 the Condominium Property and is a covenant running with the land of the Condominium, and  
33 notwithstanding any of the other provisions of this Declaration, may not be revoked and shall  
34 survive the exclusion of any land from the Condominium, unless released in connection with  
35 termination of the Condominium. None of these easements may be encumbered by any leasehold  
36 or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall  
37 automatically be subordinate to the rights of the Unit Owners with respect to such easements.

38 **7.1 Utility and Other Easements.** The Association, through the Board, has the  
39 power, without joinder of any Unit Owner, to grant, modify or move easements such as electric,

1 gas, cable television, or other communications, information or internet service easements, or  
2 other access, Utility or service easements, or relocate any existing easements, in any portion of  
3 the Condominium Property or Association Property, as the Board shall deem necessary or  
4 desirable for the proper operation and maintenance of the Condominium. Such easements, or  
5 the relocation of existing easements, may not prevent or unreasonably interfere with the use of  
6 the Units. The Association, through the Board, may also transfer title to Utility-related  
7 equipment, facilities or material, and may take any other action to satisfy the requirements of  
8 any Utility company or governmental agency.

9 **7.2 Encroachments.** If any Unit encroaches upon any of the Common Elements or  
10 upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any  
11 Common Elements encroach upon any Unit, then an easement shall exist to the extent of that  
12 encroachment as long as the encroachment exists.

13 **7.3 Ingress and Egress.** A non-exclusive easement shall exist in favor of each Unit  
14 Owner, Occupant, Resident, their respective Guests, Tenants, and Invitees for pedestrian traffic  
15 over, through, and across sidewalks, streets, paths, walks, and other portions of the Common  
16 Elements as from time to time may be intended and designated for such purpose and use, and  
17 for vehicular and pedestrian traffic over, through, and across such portion of the Common  
18 Elements as from time to time may be paved or intended for such purposes, and for purposes of  
19 ingress and egress to the public ways.

20 **7.5 Support.** Every portion of a Unit contributing to the support of the Building  
21 shall be burdened with an easement of support for the benefit of all other Units and Common  
22 Elements in the Building.

23 **7.6 Additional Easements.** The Board has the authority, without the joinder of any  
24 Unit Owner, to grant, modify, vacate or move any easement if the easement constitutes part of  
25 or crosses the Common Elements or Association Property.

26 **8. CONDOMINIUM UNITS AND APPURTENANCES.** Units are those cubicles of space  
27 and all improvements constructed therein identified and described in the Plats. The horizontal and  
28 vertical boundaries of the Units shall be as follows:

29 **8.1 Horizontal Boundaries:** The upper and lower boundaries of the Unit shall be  
30 the following boundaries extended to their intersections with the perimeter boundaries:  
31

32 **8.1.1 Upper Boundary** – The topside of the concrete ceiling bounding the Unit,  
33 except that the upper boundaries for the fourth floor and Villa Units shall be the horizontal plane  
34 of the unfinished lower surface of the ceiling of the Unit

35 **8.1.2 Lower Boundary** – The topside of the concrete floor slab bounding the Unit.

36 **8.2 Perimeter Boundaries:** The perimeter boundaries of the Unit shall be either:

1                   **8.2.1.1** The vertical planes of the undecorated finished interior of the walls  
2 bounding the Unit extended to intersection with each other and the upper and lower boundaries;  
3 or

4                   **8.2.1.2** The imaginary plane lying on and perpendicular to a survey line as  
5 established in the plot plans where no physical boundary exists, extended to their planar  
6 intersections with each other and with the upper and lower boundaries.  
7

8                   **8.2.2 Inclusions Within Unit.** Included in the Unit are all glass and other  
9 transparent material in the walls of the Unit, insect screens, screening in windows and doors, the  
10 materials covering other openings in the exterior of the Units, all non-load bearing walls, partitions,  
11 doors, door frames, door hardware and window panes, all kitchen equipment and fixtures, all  
12 electrical and lighting fixtures, any other appliances, and all floor and wall coverings.  
13

14 In cases not specifically covered in this Section 5.2 or in any case of conflict or ambiguity, the  
15 graphic depictions of the Unit boundaries set forth in the plot plans shall control in determining the  
16 boundaries of a Unit.  
17

18                   **8.3 Exclusive Use/Transfer of Use Rights.** Each Unit Owner has the exclusive use  
19 of his or her Unit. The exclusive use of a limited common element is an appurtenance to the  
20 Unit or Units to which it is designated or assigned. If the exclusive use of any assignable limited  
21 common element was not, for any reason, assigned to the use of a specific Unit or Units by the  
22 Developer, the Association may do so, or may designate another use. The right of exclusive  
23 use of each limited common element passes with the Unit to which it is assigned, whether or not  
24 separately described, and cannot be separated from it; except that the use rights to a particular parking  
25 space or storage locker may be exchanged between Units by written agreement between the Unit owners  
26 desiring such exchange, with the prior approval of the Association.

27                   **8.4 Appurtenances.** The ownership of each Unit includes, and there shall pass with  
28 each Unit as appurtenances thereto whether or not separately described, all of the rights, title  
29 and interest including but not limited to:

30                   **8.4.1 Common Elements.** An undivided share of the Common Elements, such  
31 undivided share to be that proportion set forth in Article 6.

32                   **8.4.2 Easements** for the benefit of the Unit. Provided, however, that the  
33 Association may suspend the right to use Common Elements or Association Property and suspend  
34 other rights or services as permitted by the Act.

35                   **8.4.3 Association Membership** and interest in funds and assets held by the  
36 Association, provided that funds of the Association are not divisible and may not be separately  
37 hypothecated and further provided that the Association may suspend voting rights and other  
38 incidents of membership as provided by the Act.

39                   **8.4.4 Limited Common Elements.** The right to exclusive use of the Limited  
40 Common Elements designated by this Declaration. The Limited Common Elements and the Units

1 to which their exclusive use is appurtenant are described in this Declaration and the recorded plot  
2 plans. The following common elements are hereby designated as limited common elements:

3                   **8.4.4.1 Covered Parking Spaces.** There have been designated, on the  
4 survey and plot plans, certain covered parking spaces (or carports) as limited common elements.  
5 These covered parking spaces have been assigned to the exclusive use of specific Units. The cost  
6 of maintenance, repair, and replacement of all parking spaces is a common expense.  
7

8  
9                   **8.4.4.2 Air Conditioning and Heating Equipment.** All equipment,  
10 fixtures, and installations located outside of a Unit that furnish air conditioning or heating  
11 exclusively to that Unit, shall be limited common elements, and shall be maintained, repaired, and  
12 replaced by, and solely at the expense of, the owner of the Unit.  
13

14                   **8.4.4.3 Balconies, Patios, and Lanais.** Any balcony, patio, or lanai that is  
15 attached to and serves exclusively one Unit shall be a limited common element. The day-to-day  
16 care and cleaning of the walls, floor, and ceiling shall be the owner's responsibility. The owner  
17 shall also be responsible for the maintenance, repair, and replacement of any screens, fixed glass  
18 and sliding glass doors, light bulbs, and the wiring and electrical outlets and fixtures. The  
19 Association is responsible for the maintenance, repair, and replacement of the exterior walls of the  
20 buildings, except if the exterior walls are within a balcony or lanai that has been covered with a  
21 screen or glass enclosure then the Association is not responsible to paint such walls. The areas may  
22 not be carpeted, tiled, enclosed, or otherwise improved, and the color of the paint on the exterior  
23 walls may not be changed without prior written approval of the Board of Directors. The Unit owner  
24 is responsible for the maintenance, repair, and replacement of any addition or improvement to their  
25 balcony, patio, or lanai, and the Association is not responsible for any damage caused in the course  
26 of performing the Association's maintenance, repair, and replacement responsibilities.  
27

28                   **8.4.4.4 Storage Lockers.** Certain storage lockers located at the head of each  
29 carport are limited common elements. Each locker has been assigned to the exclusive use of the  
30 Unit to which the carport has also been assigned. No Unit may be assigned or acquire the use of  
31 more than one locker. The exterior surfaces of the lockers will be maintained, repaired, or replaced  
32 by the Association, and the cost shall be a common expense. The maintenance, repair, and  
33 replacement of the interiors of the lockers and all interior components, such as shelves, fans, and  
34 lights, are an individual expense of the owner.  
35

36                   **8.4.4.5 Others.** Any part of the common elements that is connected to or  
37 exclusively serves a single Unit shall be deemed a limited common element appurtenant to that  
38 Unit, whether specifically described above or not. This paragraph includes windows, screens, and  
39 doors, including all hardware thereof.  
40

41                   **8.5 Easement to Air Space.** The appurtenances include an exclusive easement for  
42 the use of the air space occupied by the Unit as it exists at any particular time and as the Unit  
43 may be altered or reconstructed from time to time.

1 **9. MAINTENANCE, ALTERATION, AND IMPROVEMENTS.** Responsibility for the  
2 Maintenance of the Condominium Property, and restrictions upon the alteration and improvement  
3 thereof, shall be as follows:

4 **9.1 Association Maintenance, Repair, and Replacement Obligation.** The  
5 Maintenance of all Common Elements and Association Property shall be performed by the  
6 Association, and the cost is a Common Expense, except as may otherwise be specifically noted  
7 with respect to Limited Common Elements. The Board has the authority to declare Units in the  
8 Condominium not available for occupancy, or other portions of the Condominium Property not  
9 available for use, when, in the reasonable discretion of the Board, it is determined that the  
10 property cannot be safely inhabited or used, or when the property cannot be used for its intended  
11 purposes due to required Maintenance or Repair After Casualty of the Condominium Property.  
12 In such cases, the Association shall not be liable to any Unit Owner or any other Person for  
13 alternative housing costs, lost rent, loss of use, or any other expense or claim.

14 **9.1.1 General Exterior and Structural Maintenance.** Except as provided  
15 otherwise herein, the Association's Maintenance responsibility includes, but is not limited to,  
16 exterior painting and waterproofing (including caulking), structural Maintenance of the Buildings,  
17 roofing, Maintenance of parking facilities, and general exterior Maintenance, but does not include  
18 Maintenance of windows, sliding glass doors, hurricane shutters, any other exterior item for which  
19 Maintenance responsibility is conferred upon the Unit Owner under Article 9.2, nor any alteration  
20 or addition to the Condominium Property made by a Unit Owner or his or her predecessors in title,  
21 nor any portions of the Condominium Property exposed to the elements or any structural element  
22 for which this Declaration delegates responsibility to the Unit Owner. The Association's  
23 Maintenance responsibility includes all railings on the exterior of the Buildings and all awnings.

24 **9.1.2 Plumbing and Electrical.** The Association's Maintenance responsibility  
25 includes, except as may be specifically otherwise provided to the contrary, without limitation, all  
26 electrical conduits and installations located from (but not including) the Unit circuit breaker  
27 outward; electrical conduits and installations located within or outside a Unit for the furnishing of  
28 Utility Services to another Unit, more than one (1) Unit, or the Common Elements; plumbing  
29 fixtures and installations located within or outside a Unit for the furnishing of Utility Services to  
30 another Unit, more than one (1) Unit, or the Common Elements. The Association's Maintenance  
31 responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or  
32 other electrical, plumbing or mechanical installations located within the Unit and serving only that  
33 Unit, or facilities outside the Unit where this Declaration delegates responsibilities to Unit(s)  
34 served by said items being the Maintenance responsibility of the Unit Owners.

35 **9.1.3 Life Safety Equipment.** All fire safety and other life safety equipment, no  
36 matter where located shall be Maintained by the Association, excepting smoke alarms within a  
37 Unit serving only that Unit, or other fire or life safety additions installed by individual Unit  
38 Owners.

39 **9.1.4 Exterior Surface of the Entrance Doors to the Unit.** The Association  
40 shall be responsible for the maintenance of the exterior surface of the entrance doors to the Units.

1                   **9.1.5 Incidental Damage.** If, in connection with the discharge of its Maintenance  
2 responsibilities, the Association must remove, disassemble, or destroy portions of the  
3 Condominium Property which the Unit Owner is required to Maintain, the Association is  
4 responsible for reinstallation or replacement of that item, including cabinetry, drywall and  
5 moldings, to its unfinished state, and specifically excluding floor coverings, wall coverings, ceiling  
6 coverings, paint, wallpaper, paneling, and other finishes, and further provided that the  
7 Association's obligations are limited to the replacement of items that were part of the  
8 Condominium Property as originally installed by the Developer, or replacements thereof of like  
9 kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered  
10 cause of loss under the Association's applicable insurance policy, which shall be governed by  
11 Article 13 of this Declaration and the Act. When a Building component which has been damaged  
12 or destroyed in connection with the Association's work must be replaced with an upgraded  
13 component to comply with current laws, ordinances, or codes, the Unit Owner is responsible for  
14 the additional costs, secured by a Lien for Charges, for the amount by which the upgraded  
15 component exceeds the cost of a like kind replacement. Repair or replacement of all upgrades or  
16 additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner,  
17 specifically including, but not limited to, hurricane shutters which the Association must remove in  
18 connection with the Maintenance of a Building, although the Association may have shutter  
19 removal and/or reinstallation work performed by its contractor, and the Unit Owner will be  
20 responsible for reimbursement to the Association as a Charge, if permitted by the Act.

21                   **9.2 Unit Owner Maintenance, Repair, and Replacement Obligation.** Each Unit  
22 Owner is responsible, at his or her own expense, for all Maintenance of his or her own Unit and  
23 those Limited Common Elements serving his or her Unit as set forth below, whether ordinary  
24 or extraordinary, including, without limitation:

25                   **9.2.1 Windows.** The Unit Owner shall Maintain the window installations  
26 originally installed by the Developer or subsequent replacements thereof. The Unit Owner's  
27 Maintenance responsibility includes the window frame and encasement, the plate glass, balance  
28 rods, and all caulking thereof. The Unit Owner is responsible for window locking and opening  
29 mechanisms, the windowsill and glass breakage due to any cause, unless otherwise covered by  
30 insurance. The Owner is responsible for exterior caulking when a window is installed. Thereafter,  
31 exterior caulking around the windows, in connection with the Association's general exterior  
32 waterproofing program, is the responsibility of the Association.

33                   **9.2.2 Drywall and Finishes.** The Unit Owner shall Maintain all drywall or other  
34 walls within the Unit, the finishes thereof (including trim and molding), and the structural framing  
35 related thereto, including studs and insulation, and specifically including drywall or other walls on  
36 the interior side of the exterior boundary walls (including any studs or framing behind such walls  
37 and any insulation), and any drywall on the ceiling of the Units, and the permanent finishes or  
38 coatings on ceilings.

39                   **9.2.3 Electrical.** The Unit Owner shall Maintain all electrical fixtures, apparatus  
40 or installations located within the Unit, which service only the individual Unit plus all electrical  
41 fixtures, apparatus or installations from and including the circuit breaker inward, which service  
42 only that Unit.

1           **9.2.4 Sliding Glass Doors.** The Unit Owner shall Maintain sliding glass doors  
2 and the structural components thereof including frames and fixed panels, the tracks therefore, all  
3 door hardware, trim, and caulking, subject to the provisions of Article 9.11.

4           **9.2.5 Unit Front Entry Door.** The Unit Owner shall Maintain the Unit front  
5 entry door, including trim, caulking, locks and hardware, except that the Association may paint or  
6 otherwise maintain the exterior surface of the entrance doors to the Units, subject to the provisions  
7 of Article 9.11.

8           **9.2.6 Other Doors.** The Unit Owner shall Maintain all other doors and the  
9 framing and structural components thereof, including trim, caulking, locks and hardware within or  
10 servicing the Unit, subject to the provisions of Article 9.11.

11           **9.2.7 Screens, Screen Frames, and Railings.** The Unit Owner shall Maintain all  
12 screens, screen frames (including hardware and framing) or screening and all railings within or  
13 exclusively serving the Unit.

14           **9.2.8 Hurricane Shutters.** The Unit Owner shall Maintain hurricane shutters and  
15 the structural components thereof, subject to the provisions of Article 9.11.

16           **9.2.9 Electrical, Plumbing, and Mechanical Fixtures.** The Unit Owner shall  
17 Maintain the electrical, mechanical and plumbing fixtures and outlets (including connections)  
18 within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and  
19 all related fixtures and installations.

20           **9.2.10 Appliances.** The Unit Owner shall Maintain all appliances within the Unit.

21           **9.2.11 Heating and Air Conditioning Equipment; Ductwork.** The Unit Owner  
22 shall Maintain all portions of the heating and air conditioning equipment (including condensers,  
23 air handlers, ductwork, electrical lines, refrigerant lines and discharge lines), dryer vents to the  
24 point of termination (even if exterior to the Unit), and air conditioner or air handler discharge lines  
25 to the point of termination or connection to another discharge (even if exterior to the Unit).

26           **9.2.12 Floor Coverings.** The Unit Owner shall Maintain carpeting and other floor  
27 covering (including balcony areas). The Association shall Maintain the waterproofing membrane  
28 on all balcony slab. Unit Owners may not install tile or other permanent floor covering on the  
29 balcony surface.

30           **9.2.13 Other Equipment and Fixtures.** The Unit Owner shall Maintain all other  
31 equipment or fixtures located or contained entirely within a Unit which serve only that Unit, as  
32 well as telephone lines and apparatus from the point where a line or apparatus serves only that  
33 Unit, and cable television lines and apparatus from the point where said lines or apparatus serve  
34 only that Unit, no matter where located.

35           **9.2.14 Plumbing (Incoming).** The Unit Owner shall Maintain all incoming  
36 plumbing from (and including) the shutoff valve inward.

1           **9.2.15 Plumbing (Outgoing).** The Unit Owner shall Maintain outbound plumbing  
2 until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is  
3 responsible for the expenses of remediation of clogged pipes or drains, where the source of  
4 blockage or obstruction originates from the Unit, even if the area where the blockage or obstruction  
5 is located is outside of the Unit boundary.

6 Any of the above-described areas that are to be Maintained by the Unit Owner, or by the  
7 Association at the expense of the benefiting Unit(s), if located outside of the boundaries of the  
8 Unit, are declared Limited Common Elements. Responsibility for Maintenance of Condominium  
9 Property may not coincide with obligation for insurance of Condominium Property, nor its Repair  
10 After Casualty, or damage from covered cause of loss under the Association's applicable insurance  
11 policy, which are governed by Article 12 and Article 13, respectively.

12           **9.3 Balconies.** The Unit Owner who owns or has the right to the exclusive use of a  
13 balcony, patio, or lanai is responsible for the Maintenance of: ~~balcony floor coverings (the~~  
14 ~~Board may prohibit certain types of floor coverings, adopt specifications for permissible~~  
15 ~~flooring on balconies, and require the removal of existing coverings when necessary for the~~  
16 ~~structural preservation of the Building;~~ storm shutters and other enclosures; fixed and/or sliding  
17 glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and  
18 fixture(s) on or servicing the balcony; ceiling fans; and the replacement of light bulbs. Unit  
19 Owners may not install tile or other permanent floor covering on the balcony surface. The  
20 Association is responsible for structural Maintenance of balcony floors (including the  
21 waterproofing membrane or system), ceilings, and railings, and the Building walls enclosed by  
22 the balconies, except if the exterior walls are within a balcony, patio, or lanai that has been  
23 covered with a screen or glass enclosure, then the Association is not obligated, but may, paint  
24 such walls. The color of the paint on the exterior walls may not be changed without prior written  
25 approval of the Board. The Owner is responsible for caulking when sliding glass doors are  
26 installed. Thereafter, exterior caulking of the sliding glass doors, if it is in connection with the  
27 Association's general exterior waterproofing program, and when the sliding glass door is  
28 exposed to the elements, is the responsibility of the Association. Painting of the walls and ceiling  
29 of the balcony in connection with the painting of a Building is the responsibility of the Association.  
30 The Unit Owner may elect, with Board approval, to paint the walls and ceiling subject to the  
31 conditions of uniformity of appearance (including, but not limited to, color and texture) as  
32 determined by and with prior approval of the Board at his or her own expense. Hot tubs, spas,  
33 saunas, tanning beds, fire pits and tables, and similar apparatus, whether or not affixed to the realty,  
34 are prohibited on balconies or within Units. Balconies shall not be used for the storage of personal  
35 property or items of any nature, and shall only contain tables, chairs, and similar apparatuses  
36 typically associated with the use and enjoyment of this space for its intended purposes, as  
37 determined by the Board.

38           **9.4 Unit Floor Coverings.** Hard floor coverings (i.e. wood, tile, etc.), with  
39 substantially equivalent sound-deadening qualities to that of carpet, may be used if approved by  
40 the Board of Directors prior to installation and installed in accordance with the flooring  
41 specifications adopted by the Board of Directors. If any floor covering must be removed in  
42 order for the Association to perform any of its maintenance, repair, or replacement  
43 responsibilities, the Association shall not be responsible for any damage caused thereto or the

1 cost of replacement thereof. The Board has the authority to adopt specifications for minimum  
2 sound proofing material that will be approved. Installed floor coverings shall, in all cases, and/or  
3 in the absence of any specifications adopted by the Board, meet the standards of the Florida  
4 Building Code and then-prevailing industry standards applicable to similar condominium  
5 buildings in Collier County, Florida.

6 **9.5 Unit Owner Obligations in Connection with Maintenance, Repair, and**  
7 **Replacement.** In connection with his or her Maintenance obligations, the Unit Owner has the  
8 responsibility to obtain the prior written approval of the Association, through the Board, before  
9 performing any Maintenance which requires: a building permit or similar approval; use of a  
10 licensed contractor; or any work for which approval is required under Article 9.6. The  
11 Association may condition such approval on criteria as the Board deems reasonable, including  
12 but not limited to:

- 13 • Preservation of uniformity of appearance;
- 14 • Use of contractor(s) and subcontractor(s)/workmen that are properly licensed and fully  
15 insured, and that the Owner will be financially responsible for any resulting damage to  
16 Persons or property not paid by the contractor's insurance. Unit Owners are responsible for  
17 the actions of their contractors and warrant to the Association, whether or not specifically  
18 made a condition of Association approval (or in cases where no Association approval is  
19 required) that all Persons coming onto the Condominium Property to perform work on or  
20 services for the Unit hold all proper licenses, have obtained all proper permits, and carry  
21 such insurance as may be required by law or the Board;
- 22 • Right (but not duty) of oversight by the Association or its agent;
- 23 • The Unit Owner submitting plans as to the scope of the contemplated work;
- 24 • Restrictions as to hours and days of work;
- 25 • Imposition of time limits in which jobs must be completed and prohibitions against major  
26 renovations during certain times of year.
- 27 • Restrictions regarding equipment that may be parked or stored on or near the Condominium  
28 Property during construction.
- 29 • Restrictions regarding the transport and storage of materials and supplies necessary for the  
30 construction to be performed.

31 Unit Owners may not engage in "extensive" remodeling work or "heavy" construction activity,  
32 except with prior approval of the Board, and then, only during the months of May through October,  
33 inclusive. "Extensive" remodeling and "heavy" construction shall be as defined or interpreted by  
34 the Board from time to time, but whether so defined or interpreted or not, includes, but is not  
35 limited to, the following:

- 1       • Activities involving the substantial use of power equipment such as jackhammers, drills,  
2       saws, and similar equipment, which create substantial noise, dust, or debris, as determined  
3       by the Board.
- 4       • Activities resulting in the creation of substantial noise that can be heard outside of the Unit,  
5       or which create substantial dust or debris, regardless of whether power equipment is used  
6       or not, as determined by the Board.
- 7       • Activities rendering the Unit uninhabitable during the performance of the work.
- 8       • Activities requiring the storage of materials or equipment on the premises outside of the  
9       Unit.
- 10      • Activities involving the presence of work crews or significant numbers of workers, as  
11      determined by the Board.
- 12      • Activities requiring the use of scaffolding, booms, or other forms of exterior access.

13      The Board may waive the prohibition against such work being done in the months of November  
14      through April in the case of an emergency, in *de minimus* cases, or in hardship situations, as  
15      determined by the Board, and may permit the temporary staging of scaffolding and other work  
16      required for installation or maintenance and repair of hurricane shutters or other hurricane  
17      protection. The Board shall have all remedies permitted by law when Unit Owners fail to comply  
18      with this Article 9.5. Such includes, but shall not be limited to daily fines to the maximum amount  
19      permitted by law; and/or injunctive relief; and/or denying contractors, material suppliers and other  
20      similar people's access to the Building(s) or Condominium Property.

21      The Association may, but shall not be obligated to, act as the Owner's agent in obtaining the  
22      services of contractors or others to perform Unit Owner Maintenance responsibilities in the event  
23      of an emergency, or in non-emergency situations, provided that in non-emergency situations, the  
24      Association and the Owner so agree, or absent such agreement when such work is deemed  
25      necessary, as determined by the Board, to facilitate projects involving the Association's  
26      Maintenance of the Condominium Property. In all such cases, the Unit Owner is deemed to consent  
27      to reimbursement of expenses incurred, secured by such rights as exist for collecting Common  
28      Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at  
29      all times be responsible to ensure, whether or not Association approval is required for work being  
30      done within the Unit or elsewhere upon the Condominium Property, that all contractors and other  
31      Persons performing services for the Unit Owner are properly licensed and insured, including  
32      required Worker's Compensation insurance, and that the Condominium Property is kept free from  
33      liens and cause no damage to the Condominium Property. The Board has the power (but not the  
34      duty) to require proof of: licensure; building permits; and insurance, and may set standards for  
35      insurance as to required coverage, deductibles, or other terms and conditions, and may require the  
36      Association to be named as an additional insured under such policies. The Unit Owner shall hold  
37      the Association harmless from any claim of any nature arising out of failure to comply with these  
38      requirements.

1           **9.6 Modifications, Alterations, or Structural Work by Unit Owners.** No Owner  
2 may make or permit the making of any modifications or alterations to any portion of his or her  
3 Unit visible from the exterior of his or her Unit, or in any manner change the appearance of any  
4 portion of the Common Elements, undertake any structural work, or undertake any structural  
5 modification or alteration, without first obtaining the written consent of the Board, which  
6 consent shall be denied if the Board determines that the proposed modifications or alterations  
7 would adversely affect, or in any manner be detrimental to, the Condominium in part or whole.  
8 “Structural” work, modifications or alterations include, but are not limited to: relocation of  
9 existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of  
10 existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators,  
11 or ranges; the removal or modification of any partition, door, window or screen; raising ceilings;  
12 or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term “structural”  
13 work shall also include the addition, removal, or relocation of any ductwork, plumbing line or  
14 fixture, any electrical line or fixture, or the removal, modification or creation of any interior  
15 partition. Replacement of cabinetry, appliances and fixtures, with substantially equivalent  
16 installations in the same location, shall not be deemed “structural” and shall not require approval  
17 of the Association, unless a building or other permit is required. Further, “structural” work,  
18 modifications or alterations includes any and all work that requires a building permit, an  
19 electrical permit, a plumbing permit, a mechanical permit, or similar permit from the  
20 appropriate governmental agency, or for which a licensed contractor must be used, whether or  
21 not mentioned above.

22 The Board may, in circumstances it deems appropriate, and without limiting the right to ask for  
23 plans or specifications and other relevant information, require sealed plans from an Architect or  
24 Professional Engineer licensed to practice in Florida as a condition of reviewing any requested  
25 modification, alteration or addition to the Condominium Property, which requires Board approval,  
26 as set forth above. The Board may require, as a condition of review, the Unit Owner’s obligation  
27 to pay the Association’s expenses of review, including, but not limited to, legal, engineering or  
28 other consultant fees. The Board, in reaching its decision, may take into account uniformity of  
29 appearance, compatibility with architecture in the Condominium, the quality of the proposed  
30 alteration, objections of neighboring Residents, and such other criteria as the Board may  
31 reasonably adopt in reaching its decision, without limitation. The Board may take into account  
32 whether other Unit Owners would be able to make such alterations or modifications, and the effect  
33 of the fact that similar requests may need to be approved by the Association. If the Board  
34 determines to permit any modification or alteration which is visible from the exterior of the Unit,  
35 from any vantage, said modification or alteration must also be approved by the Unit Owners in the  
36 manner provided in Article 9.8 of this Declaration, regardless of the cost or expense of such  
37 modification or alteration, provided that the Board may waive the requirement for Unit Owner  
38 approval if similar modifications or alterations have been approved by the Association previously,  
39 are *de minimus* or for safety (as determined in the sole discretion of the Board), or are specifically  
40 authorized by the Condominium Documents. If any Unit Owner requests approval of any structural  
41 work, modification or alteration, the Association may permit such work, modification or alteration  
42 if same would not materially affect or interfere with the Utility Services constituting Common  
43 Elements, if any, located therein, the structural integrity of a Building, or create a nuisance or  
44 disturbance to neighboring Units. The Board may impose requirements on contractors and  
45 condition approval on conditions set forth in Article 9.5 regarding Unit Owner Maintenance.

1           **9.7 Additional Unit Owner Responsibility for Modifications or Alterations.** If a  
2 Unit Owner (or his or her predecessors in title) makes, or has made any modifications or  
3 alterations to the interior or exterior of the Unit, Common Elements, or Limited Common  
4 Elements, the Unit Owner (and his or her heirs, successors in title and assigns) shall be  
5 financially responsible for the Maintenance, care, preservation, or reconstruction of the  
6 modification or alteration and shall execute such documents as the Association may promulgate,  
7 if any, accepting said financial responsibility. Insurance of modifications or alterations shall be  
8 the responsibility of the Unit Owner, except as may otherwise be provided by this Declaration  
9 or the Act. Any modification or alteration to the Condominium Property made by a Unit Owner,  
10 specifically including, but not limited to, hurricane shutters, may be required to be removed in  
11 connection with the Association's Maintenance of the Condominium Property. In such cases,  
12 the Unit Owner who installed the modification or alteration (and/or their successors in title)  
13 shall be obligated to reimburse the Association for any costs affiliated with removal and/or  
14 reinstallation of the item, with said obligation being secured by a right of Lien for Charges of  
15 equal dignity to the Common Expense lien created by this Declaration, or alternatively, said  
16 Owner may be required to remove and reinstall said modification or alteration, if so determined  
17 by the Board. Further, the Association, its contractors and agents, shall not be liable for any  
18 damage to the item arising out of its removal and/or reinstallation, unless occasioned by the  
19 gross negligence or willful misconduct of the Association or its contractor or agent, although  
20 the Association may provide for stricter liability standards in contracts with contractors.

21           **9.8 Material Alterations or Substantial Additions by Association.** Except as may  
22 be provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration  
23 or Substantial Addition to the Common Elements or real property, which is Association  
24 Property, by the Association, except as authorized by the Board. Provided, however, that if any  
25 such Material Alteration or Substantial Addition requires or obligates the expenditure of  
26 Association funds of more than \$25,000 in any one fiscal year in which the work is authorized,  
27 including reserves, and there is no change in the exterior color scheme, the Board shall obtain  
28 approval of at least two-thirds (2/3<sup>rd</sup>s) of the Voting Interests of the Association present (in  
29 person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained,  
30 or by written agreement of at least two-thirds (2/3<sup>rd</sup>s) of the entire Voting Interests. Necessary  
31 maintenance of the Common Elements or Association Property, regardless of the level of  
32 expenditure, is the responsibility of the Board. Cellular antennae and similar apparatus to  
33 provide Communications Services as provided in Article 1.15, may be placed on the  
34 Condominium Property as authorized by the Board, subject to approval of any other entity that  
35 may be required.

36           **9.9 Damage Caused by Conditions of the Condominium Property.** Each Unit  
37 Owner is liable to the Association and/or other Unit Owners for the expenses of any  
38 Maintenance of the Condominium Property, made necessary by his or her act, omission,  
39 negligence, violation of the Condominium Documents or applicable law, or same by any  
40 member of his or her Family or his, her, or their Occupants, Residents, Guests, Tenants or  
41 Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements  
42 which the Unit Owner is obligated to insure or Maintain is caused by the Owner's (or his or her  
43 Family member's, Occupant's, Resident's, Guest's, Tenant's or Invitee's) act, omission,  
44 negligence, or failure to comply with the Condominium Documents or applicable law, causes

1 damage to the Common Elements, Association Property, or to other Units, the Owner of the  
2 offending Unit shall be liable to the Person or entity responsible for repairing the damaged areas  
3 for all costs of repair or replacement not paid by insurance (including the deductible) and  
4 without waiver of any insurer's subrogation rights, and without impairing any coverage  
5 obligation which may exist as a matter of law or contract, provided that such responsibility shall  
6 be conditioned on the Unit(s) which is/are seeking to impose such liability being adequately  
7 insured based on local standards and conditions. Further, any claim of a Unit Owner against the  
8 Association or another Unit Owner relative to damage to the Condominium Property, to the  
9 extent the Association or other Unit Owner might otherwise be liable pursuant to the  
10 Condominium Documents or applicable law, shall be predicated upon the Unit Owner making  
11 the claim being adequately insured based on local standards and conditions, whether or not  
12 individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail to maintain  
13 such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained  
14 pursuant to the above-described standards, would have provided coverage or compensation for  
15 the loss and without waiving any other remedy of the Association regarding Unit Owner  
16 insurance requirements. The requirement that the individual Unit Owner obtain insurance as a  
17 limitation on making third party claims shall not be construed to confer any additional liability  
18 or responsibility on the Association or other Unit Owners (without limitation, the Association  
19 shall not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit  
20 Owners and the Association to respectively insure risks that are customarily experienced in  
21 condominiums located in Florida's coastal communities, condominiums in general, including,  
22 but not limited to, damages occasioned by windstorms, hurricanes, tornadoes, floods,  
23 rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, regardless of  
24 whether such insurance is legally required.

25 Unit Owners are responsible for the regular inspection of their Units, maintaining appropriate  
26 temperature and humidity control to prevent mold, and to promptly report to the Association any  
27 damage to the Condominium Property that is visible from within the Unit or its appurtenant  
28 Limited Common Elements, or any other conditions which are relevant to the Association's  
29 performance of any Maintenance responsibilities required by the Condominium Documents.

30 In the event any event, condition, or malfunction poses an immediate threat to safety or where  
31 damage to a Building must be stopped or mitigated on an emergency basis, the Association may,  
32 but is not obligated to, enter Unit(s) without prior notice to the Owner(s) and take reasonable action  
33 to mitigate or prevent further damage. Without limitation the Association may take action to stop  
34 water discharges and initiate "dry-out" procedures, as agent for the Unit Owner, and at the Unit  
35 Owner's expense when portions of the Condominium Property which are the Maintenance  
36 responsibility of the Unit Owner are involved, secured by a Lien for Charges.

37 The Association may, but is not obligated to, repair damage without the prior consent of the Owner  
38 in the event of an emergency, and the Owner is responsible for reimbursement of the Association,  
39 with the cost being secured by a Lien for Charges.

40 Unit Owners are required to shut off the main water supply line to the Unit and any other lines that  
41 the Board may specify when the Unit will be unoccupied ~~on an overnight basis~~ for two (2) or more  
42 consecutive days, and failure to do so will create a presumption of negligence.

1 Unit Owners are also required to ensure that electricity, and if separately metered, water and sewer,  
2 are always available to service the Unit. If the Unit Owner fails to maintain Utility Services to the  
3 Unit, the Association has, without waiver of other remedies, the right to enter the Owner's Unit  
4 and Limited Common Elements and take any and all lawful actions to make the Utility Services  
5 available to service the Unit; in which event, the Unit Owner is charged for such activities  
6 (including attorneys' fees incurred by the Association) by the Association which shall be secured  
7 by a Lien for Charges.

8 **9.10 Combination of Units.** Two (2) or more contiguous Units may, subject to the  
9 prior written approval of the Board, be combined into a single living space. All costs associated  
10 with combining two Units shall be the obligation of the Owner combining the Units. The Board  
11 may disapprove such request, based upon its discretion, and upon a finding that the proposed  
12 combination of Units is not in the best interests of the Association. The Board, as a condition  
13 of approving the combination of Units, may require sealed plans from an Architect or  
14 Professional Engineer licensed to practice in Florida, certifying to the Association that the  
15 proposed work affiliated with the Unit combination complies with all applicable laws, codes,  
16 and ordinances. The Board may further require such Professional Engineer's or Architect's  
17 certification at the end of the work, certifying that said work has been performed in accordance  
18 with the plans and specifications, and in accordance with all applicable laws, codes, and  
19 ordinances. The Owner (and his or her successors in title) shall be required to indemnify and  
20 hold the Association and Unit Owners harmless for any claim of any nature arising from the  
21 combination of the Units. Should the Board, in its discretion, determine that the Association  
22 must retain independent professionals to review the request, including, but not limited to,  
23 engineers, architects, or attorneys, the Association may also condition approval of the  
24 requesting Unit Owner's agreement to reimburse the Association for said fees and expenses.  
25 Units which have been combined shall, after combination, be used only as a "single family"  
26 residence (including rental rights) and may not be used as two (2) or more living quarters. Units  
27 which have been combined shall constitute two (2) or more Units for purposes of sharing  
28 Common Expense, ownership of Common Elements, and voting rights. If Units which have  
29 been combined are sold, they shall be sold as a single living quarters, unless specifically  
30 approved by the Board to the contrary. If combined Units are to be reconfigured into two (2) or  
31 more living spaces, the Board has the authority, using the same criteria listed above for  
32 combination of Units, to approve the reconfiguration. Without limitation, the Board has the  
33 authority to require plans from an Architect or Professional Engineer licensed to practice in  
34 Florida, certifying to the Association, that the reconfiguration of the Units into two (2) or more  
35 living spaces is done in accordance with all applicable laws, codes, and ordinances and in  
36 accordance with the original configuration of the Units.

37 **9.11 Hurricane Protection.** "Hurricane protection" means hurricane shutters, impact  
38 glass, code-compliant windows or doors, and other code compliant hurricane protection  
39 products used to preserve and protect the Condominium Property or Association Property. The  
40 Board shall adopt hurricane protection specifications for the Condominium, which includes  
41 color, style, and other factors deemed relevant by the Board. All specifications adopted by the  
42 Board shall comply with the applicable building code. The Board may not refuse to approve the  
43 installation or replacement of hurricane protection by a Unit Owner which conforms to the

1 specifications adopted by the Board. However, the Board may require the Unit Owner to adhere  
2 to an existing unified building scheme regarding the external appearance of the Condominium.

3 All hurricane protection must conform to the guidelines and specifications adopted or approved  
4 by the Board and must conform to the current building codes or the applicable building codes at  
5 the time of installation, whichever is later. All hurricane protection and all installations of  
6 hurricane protection must be approved by the Board prior to installation. The Unit Owner must  
7 submit to the Board: detailed engineering or architectural plans and drawings; State of Florida or  
8 County Approval for each product; material safety data sheets; literature from the manufacturer of  
9 each product outlining the product's specifications, safety rating and intended use; samples of  
10 materials and products; copies of executed contracts for installation; copies of all licenses and  
11 proof of insurance from contractors performing the installation with insurance certificates naming  
12 the Association as an additional insured, in the discretion of the Association; and copies of all  
13 building permits. The Board may require, as a condition of approval, undertakings by the Owner  
14 to comply with the Condominium Documents and to hold harmless and indemnify the Association  
15 from any damage or loss resulting from said installation or the ongoing condition of the  
16 installation.

17 Unit Owners are responsible for the installation, operation, and Maintenance of hurricane  
18 protection on windows, doors (including sliding glass doors), and all exterior openings or apertures  
19 servicing the Unit. The Association's authority to install hurricane protection shall be subject to  
20 the provisions of the Act. The Board shall have the authority, without need for Unit Owner  
21 approval, to install flood panels or other flood water barriers or mitigation as the Board deems  
22 advisable, and the cost shall be a Common Expense. The installation, maintenance, repair,  
23 replacement, and operation of hurricane protection in accordance with this Declaration and the Act  
24 is not considered a Material Alteration or Substantial Addition to the Common Elements or  
25 Association Property. Costs of installation by the Association, if approved in accordance with the  
26 Act, shall be assessed or charged, and credits given, as provided in the Act.

27 **9.12 Electric Vehicle Charging and Natural Gas Fuel Stations.** The Board,  
28 without a vote of the Unit Owners and without regard to Article 9.8 of this Declaration, may  
29 install a common charging or natural gas fuel stations and may set the terms and conditions of  
30 their use, including use fees. Individual charging or natural gas fuel stations installed by Unit  
31 Owners shall be administered as provided in the Act and subject to Rules of the Board.

32 **9.12.1 Electric Car Charging Stations: Installation, Maintenance and Use.** The  
33 installation, maintenance, and use of electric car charging stations by Unit Owners at the  
34 Condominium shall be subject to the following:

35 No electric car charging station or similar apparatus ("charging stations"), or any component  
36 thereof, may be placed, installed, constructed, or used by a Unit Owner, unless adjacent to the Unit  
37 Owner's assigned parking space, and after having received the prior written approval of the Board.  
38 Charging stations may not be installed in any other area of the Condominium, except by the  
39 Association, or alternative areas for individual unit installations which may be approved by the  
40 Board alone.

1 The Unit Owner installing charging stations must engage a licensed contractor for equipment  
2 installation and is responsible for associated legal fees as well as the cost of installation,  
3 maintenance, repair, removal, and replacement of the equipment.

4 The Unit Owner and each successive Unit Owner shall, for as long as they are an Owner, be  
5 responsible for the following:

6 **9.12.1.1** The cost of electricity associated with the charging station,  
7 installation, maintenance, removal, repair, and replacement of any sub-meters necessary to  
8 measure the electricity use associated with the car charging station, which shall be subject to  
9 written allocation agreement between the Unit Owner and the Association.

10 **9.12.1.2** All costs for damage to any persons or property, real or  
11 personal, resulting from the installation, maintenance, repair, removal, operation, or replacement  
12 of the charging station.

13 If a Unit Owner obtains the approval to install an electrical car charging station, the Unit Owner  
14 and all successors in title shall indemnify the Association, its Members, Officers, Directors, agents,  
15 representatives and employees, and save and hold them harmless, and defend them at Owner's  
16 sole expense, from any liability or claims, demands, damages, costs or judgments that the  
17 Association, its Members, Officers, Directors, agents, representatives, and employees may suffer  
18 arising out of or related to the installation, maintenance, operation, use, or removal of the charging  
19 station. A Covenant Running with the Land shall be executed and recorded as proof of such  
20 undertaking if required by the Association.

21 **10. ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made by the  
22 Board, in the manner provided in the Bylaws and as follows and shall be borne by the Unit Owners  
23 on the basis set forth in Article 6 and elsewhere in these Condominium Documents. The  
24 Association has the power to levy and collect Assessments against each Unit and Unit Owner in  
25 order to provide the necessary funds for proper operation and management of the Condominium  
26 and for the operation of the Association. This power includes both "regular" Assessments for each  
27 Unit's share of the Common Expenses or individual Limited Common Expenses (which shall be  
28 based upon actual costs to be incurred and not allocated in the manner in which Common Expenses  
29 are incurred) as set forth in the annual budget, and "special" Assessments for unusual, nonrecurring  
30 or unbudgeted Common Expenses or Limited Common Expenses.

31 **10.1 Liability for Assessments and Charges.** A Unit Owner is liable for all  
32 Assessments and Charges coming due while he or she is the Unit Owner. Except as provided in  
33 Article 10.5, any Person or entity which acquires title to a Unit is jointly and severally liable  
34 with their predecessor in title for all unpaid Assessments and Charges against the predecessor  
35 for his or her share of the Charges and Assessments, including interest, late fees, attorneys' fees  
36 and other costs and expenses of collection incurred by the Association up to the time of the  
37 transfer, without prejudice to any right the transferee may have to recover from the transferor  
38 the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided  
39 by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit  
40 for which the Assessments or Charges are made.

1           **10.2 Default in Payment of Assessments for Common Expenses or Charges.**

2           Assessments and installments thereof not paid within ten (10) days from the date when they are  
3           due shall incur a late fee and bear interest from the date first due until paid, in an amount as  
4           determined by the Board which, unless otherwise specified, shall be the maximum allowed by  
5           law. For so long as provided by law, the Association must send a notice of late Assessment, in  
6           accordance with the Act, to the delinquent Unit Owner prior to any attorneys' fees being  
7           incurred in collection of the Assessment in accordance with the Act.

8           The Association has a continuing lien on each Condominium Parcel for any unpaid Assessments  
9           (including Special Assessments) and Charges on such parcel, with interest, late fees and for  
10          reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association  
11          incident to the collection of the Assessment or enforcement of the lien, including, but not limited  
12          to, fees, costs, or expenses incurred in an appeal, in a bankruptcy, in litigating the amount of fees  
13          after entitlement thereto has already been determined, and/or in litigating the entitlement to fees.  
14          Except as otherwise provided in the Act, no lien may be filed by the Association against a Unit  
15          until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered  
16          to the Owner, pursuant to the Act. The notice of intent to file a lien includes only those amounts  
17          that came due as of the date of said notice. The recorded lien includes the amounts identified in  
18          the notice of intent to file a lien along with any additional Assessments (including Special  
19          Assessments) or Charges that may have come due since delivery of said notice of intent to file a  
20          lien without having to file a separate lien or send a subsequent notice of intent to file a lien.

21           **10.3 Notice of Intention to Foreclose Lien.** So long as required by law, no

22          foreclosure judgment may be entered until at least forty-five (45) days after the Association  
23          gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid  
24          Assessments or Charges. If this notice is not given at least forty-five (45) days before the  
25          foreclosure action is filed, and if the unpaid Assessments or Charges, including those which  
26          have been accelerated (if applicable) and those coming due after the claim of lien is recorded,  
27          are paid before the entry of a final judgment or foreclosure, the Association shall not recover  
28          attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner  
29          or by certified mail, return receipt requested, addressed to the Unit Owner at his or her last  
30          known address; and, upon such mailing, the notice shall be deemed to have been given. If after  
31          diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at  
32          which the Unit Owner will receive the notice, the court may proceed with the foreclosure action  
33          and may award attorneys' fees and costs as permitted by law. The notice requirements of this  
34          provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the  
35          Act. The notice requirements do not apply if an action to foreclose a mortgage on the Unit is  
36          pending before any court; if the rights of the Association would be affected by such foreclosure;  
37          and if actual, constructive, or substitute service of process has been made on the Unit Owner.

38           **10.4 Attachment of Rental Income when Unit is Delinquent.** Notwithstanding any

39          other remedy available to the Association under this Declaration, the Bylaws, or applicable law,  
40          the Association has the following options when payment of Assessments or Charges are in  
41          default (more than ten days in arrears). The Association may, without order of the Court, direct  
42          rental income (by written notice to the Tenant with copy to the Unit Owner) from Units in  
43          default to be paid directly to the Association until all outstanding Assessments, Charges, other

1 monetary obligations, interest, late fees, costs, collection expenses, attorneys' fees and  
2 receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a  
3 Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or  
4 otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the  
5 Association, the court registry, or a receiver, as the Court may direct. The Association may  
6 choose any of these courses of action, or other remedies as may be prescribed by law or  
7 elsewhere in the Condominium Documents, as the Board deems appropriate, without same  
8 constituting a waiver or election of remedies.

9 **10.5 First Mortgagee.** The priority of the Association's lien and the obligation for  
10 payment of past due Assessments or other sums due in relation to first mortgagees who obtain  
11 title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

12 **10.6 Certificate of Unpaid Assessments or Charges.** Any Unit Owner has the right  
13 to require from the Association a certificate showing the amount of unpaid Assessments or  
14 Charges against him or her with respect to his or her Unit. The Association, its agents, and  
15 counsel are permitted to charge a fee for preparing such information, in amounts established by  
16 the Board, or in a management agreement between the Association and a Community  
17 Association Management Firm, or based on reasonable and customary fees charged by legal  
18 counsel.

19 **10.7 Lien for Charges.** Except as prohibited by law, there is created by this  
20 Declaration a common law and contractual lien to secure payment for any service which the  
21 Association provides for an individual Unit Owner or expenses which the Association incurs in  
22 regard to a Unit Owner and which are not otherwise secured by the statutory lien for Common  
23 Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment  
24 to the Association when it must remove or reinstall Unit Owner alterations or items of Unit  
25 Owner insurance, or Maintenance responsibility in connection with the Association's discharge  
26 of its Common Element Maintenance responsibilities, or address emergency situations, such as  
27 water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue  
28 interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien,  
29 including the right to recover attorneys' fees, costs and expenses of collection.

30 **10.8 Liens and Encumbrances against Units.** The Association has the right to  
31 satisfy any delinquent lien or other security interest against a Unit, including without limitation  
32 unpaid ad valorem taxes. The Association has no obligation to satisfy such liens nor ascertain  
33 their existence. Prior to paying off a lien against a Unit, the Association shall give the Unit  
34 Owner reasonable notice and opportunity to remove the lien. Any such payments made by the  
35 Association will be secured by a Lien for Charges.

36 **10.9 Other Remedies.** The Board has the authority to impose such other remedies or  
37 sanctions permitted by the Act pertaining to non-payment of monetary obligations to the  
38 Association. Without limitation, same include suspension of use rights in Common Elements  
39 and Association Property; suspension of voting rights; suspension of the right to serve on the  
40 Board; the attachment of rental income; denial of lease approval requests; and acceleration.

1 **11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM.** The  
2 administration and management of the Condominium shall be by the Association, which has by  
3 and through its Officers and Directors, such powers, authority and responsibilities as are vested in  
4 the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida,  
5 including, but not limited to, those set forth more specifically elsewhere in the Condominium  
6 Documents. The Association has the authority to enter into management and other agreements  
7 concerning the matters of common interest through its Officers. The management of the  
8 Association and election of the Members to the Board is stated in the Bylaws. Without limiting  
9 the foregoing, the Association has the following rights and powers:

10 **11.1 Unit and Limited Common Element Access.** The irrevocable right of access  
11 to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be  
12 necessary for the Maintenance of any Common Elements or of any portion of a Unit to be  
13 maintained by the Association pursuant to this Declaration, or as necessary to prevent damage  
14 to the Common Elements or to any Unit or Units, or to determine compliance with the terms  
15 and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations  
16 adopted pursuant to such documents, as the same may be amended from time to time. A pass  
17 key or code must be provided by the Unit Owner to the Association for each Unit entry door  
18 and any private access areas, and as may be applicable air conditioning or utility room or closet,  
19 storage unit, and any secured parking area. The Association may utilize a master key/entry  
20 system. In the event that Unit Owner fails to provide a key or other applicable means of access,  
21 the Association shall be entitled (but is not obligated) to use all reasonable and necessary efforts  
22 to access the Unit or Limited Common Element, including, but not limited to, the hiring of a  
23 locksmith or the engagement of local fire and rescue authority; in which case, the Association  
24 shall also have the right to charge to the Unit Owner all costs and expenses associated with the  
25 Association's attempt to gain access to the Unit, secured by a Lien for Charges. Nothing  
26 contained in this section shall in any way obligate the Association to act or impose any  
27 additional liability or responsibility on the Association with regard to the access of the Unit or  
28 Limited Common Elements. When a Unit Owner must Maintain portions of the Condominium  
29 Property, and that activity requires access to another Unit, the Unit Owner has reasonable right  
30 of access which shall be administered through the Association. The Unit Owner upon whose  
31 behalf access has been obtained is obligated for the expense of repairing any damage to the  
32 Condominium Property, or other property of the Unit Owner or in the Unit accessed.

33 **11.2 Assessments and Charges.** The power to make and collect regular Assessments,  
34 Special Assessments, and other Charges against Unit Owners.

35 **11.3 Delegation.** The power to enter into contracts with others, for valuable  
36 consideration, for maintenance and management of the Condominium Property and Association  
37 Property and in connection therewith, or its Officers, Committees, Management, or other  
38 agents, to delegate the powers and rights herein contained, including, without limitation, the  
39 making and collecting of Assessments and other Charges against Unit Owners, and perfecting  
40 liens for non-payment thereof.

1           **11.4 Regulations.** The power to adopt and amend Rules and Regulations regarding  
2 the operation of the Association and use, appearance, maintenance, transfer and administration  
3 of the Condominium Property and Association Property.

4           **11.5 Acquisition or Transfer of Real or Personal Property; Leasing Common**  
5 **Elements and Association Property.** The power to acquire real property and transfer real  
6 property owned by the Association or otherwise convey and mortgage real property with the  
7 same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval is  
8 required to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or  
9 deed in lieu of foreclosure, nor to dispose of such Unit. No Unit Owner approval is required to  
10 acquire and mortgage a Unit in connection with the Association's right of first refusal set forth  
11 in Article 17, nor to dispose of such Unit. No Unit Owner approval is required for the acquisition  
12 or disposition of real property necessary, as determined by the Board, to address legal  
13 description or survey errors, or boundary or ownership disputes or uncertainties. Leasing of  
14 Units, Common Elements or Association Property may be approved by the Board, as well as  
15 the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.  
16 The Board has the authority to acquire personal property and to dispose of same, without need  
17 for membership approval.

18           **11.6 Membership Agreements.** The power to enter into agreements to acquire  
19 leaseholds, memberships, and other possessory or use interests in lands or facilities such as  
20 country clubs, golf courses, marinas, and other recreational facilities with the same approval of  
21 Unit Owners as needed to amend the Declaration.

22           **11.7 Fees for Use of Common Elements; Other Fees and Deposits.** The power to  
23 set fees, pursuant to the Act. The Board has the authority to set use fees for use of Common  
24 Elements or Association Property, as well as the regulations and policies pertaining to such use.  
25 The Board may, on a reasonable basis, permit use of the Common Elements or Association  
26 Property for private functions and set fees for such use. The Board may also establish other fees  
27 and deposits determined necessary by the Board. Without limitation, same includes  
28 clubhouse/meeting room deposits, use fees and/or clean-up fees; fees for the issuance of parking  
29 passes or decals; fees for architectural/engineer review of renovation/alteration plans; contractor  
30 damage deposits or non-refundable impact fees; pet deposits; key/access card deposits; and  
31 internet service, facsimile service and other services using Association equipment. Nothing in  
32 this Declaration shall be construed as obligating the Association to provide any of the  
33 aforementioned services.

34           **11.8 Lease of Association Property or Common Elements.** The power to lease  
35 Association Property or Common Elements, as authorized by the Board, including, but not  
36 limited to, the lease of Building roof areas and other Common Elements for antennas or other  
37 telecommunications and similar equipment.

38           **11.9 Boardwalk, Boat Slips, and Finger Piers.** The boardwalk, boat slips, and finger  
39 piers are identified on the attached Exhibit "B". The maintenance, repair, and replacement of the  
40 boardwalk and finger piers shall be performed by the Association, and the cost is a common  
41 expense. The Association has the power to enter into license agreements with Unit owners for the

1 right to exclusively use boat slips. All such agreements shall obligate the licensee to pay a  
2 proportionate share of the cost of maintenance, repair, and replacement of the boat slip pilings and  
3 stringers for the finger piers, which maintenance, repair, and replacement shall be performed by the  
4 Association. The share of each licensee of these expenses, including funds necessary to maintain  
5 reserves on the boat slips and stringers for finger piers shall be a fraction, the numerator of which is  
6 one (1) and the denominator of which is the total number of boat slips and finger piers subject to  
7 license agreements. The expenses shall be deemed to be a limited common expense and levied as  
8 a limited common assessment against the Units whose owners have been granted a license and  
9 shall be secured by a lien against the Unit and collectible in the same manner as regular  
10 assessments. Only a Unit owner shall have the right to enter into a license agreement with the  
11 Association to have those rights assigned to him. The owners of a Unit are collectively entitled to  
12 not more than one (1) boat slip. Unit owners may only assign and transfer their boat slip rights  
13 under a license agreement to one another or in connection with the sale or lease of the Unit.  
14 However, should an owner with rights under a license agreement transfer his Unit without  
15 transferring his boat slip rights, then the license agreement shall automatically revert to the  
16 Association. All license agreements and assignments thereof shall be registered with the  
17 Association prior to the effective date thereof. Use of the boat slips and finger piers and  
18 procedures for payment of maintenance expenses shall be subject to Association rules and  
19 regulations adopted and amended by the Board of Directors from time to time.  
20

21 **11.10 Kayak Storage.** The Association maintains storage spaces for the storage of  
22 kayaks. The Association has the authority to lease kayak storage spaces to Unit Owners in  
23 accordance with Policies, Rules and Regulations promulgated by the Board, as the same may  
24 be amended from time to time. The Board has the authority to determine the annual lease  
25 payment required for such use. ~~Unit Owners may lease no more than two (2) kayak storage  
26 spaces annually. An Owner's right to lease and use kayak storage spaces may be transferred to  
27 another Unit Owner, with written approval of the Board; however, at a cost that does not exceed  
28 the annual least price, as determined by the Board. A lease and the right to use a kayak storage  
29 space is not appurtenant to a Unit. If an Owner sells, transfers or conveys title to their Unit and  
30 is no longer a Member of the Association, the lease and right to use the kayak storage space  
31 terminates and the Association has the right and authority to lease the space to another Owner,  
32 at no cost to the Association. Unit Owners may lease up to two (2) kayak storage spaces for a  
33 one-time fee of Five Hundred Dollars (\$500) per storage space. A Unit Owner may transfer or  
34 convey a lease to another Unit Owner or Resident for no more than Five Hundred Dollars  
35 (\$500). Kayaks must be always attached or secured to the storage rack with a steel cable, other  
36 than when the kayak is in use. If a Unit Owner with a kayak storage space lease(s) sell, transfers,  
37 or conveys title to their Unit, the storage space lease automatically terminates (along with the  
38 right to use the storage space), and the Association is authorized to lease the kayak storage space  
39 at no cost to the Association.~~  
40

41 **11.11 Limitation upon Liability of Association.** Notwithstanding the duty to  
42 maintain, repair, replace, insure or reconstruct parts of the Condominium Property, the  
43 Association is not liable to Unit Owners or any other Person for injury or damages of any nature,  
44 other than for the cost of maintenance and repair of items for which the Association is otherwise  
45 responsible, caused by the acts or omissions of any third party, caused by progressive, latent or  
46 unknown condition of the Condominium Property, nor for any claims for damages or expenses

1 affiliated with the maintenance and repair of the Condominium Property, except incidental  
2 damage to Owner property as provided in Article 9.1.5. The Association has no liability in any  
3 case for loss of use or inability to inhabit the Condominium Property during work performed  
4 by, or at the direction of the Association, when the Board reasonably believes the property  
5 cannot be safely occupied or occupied in a manner that would unreasonably impede the work  
6 during said period(s) of time, or where the Owner or any Resident, Tenant or other Occupant  
7 chooses not to inhabit or Occupy the Unit. Without limiting the intended generality of the  
8 foregoing, the Association has no liability for loss of use, loss of rental income, alternative  
9 housing or subsistence expenses, or loss of value.

10 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN**  
11 **THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR**  
12 **BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR**  
13 **RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF,**  
14 **THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF**  
15 **ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT**  
16 **LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, TENANTS, INVITEES**  
17 **OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE**  
18 **GENERILITY OF THE FOREGOING:**

19 **11.11.1IT IS THE EXPRESS INTENT OF THE CONDOMINIUM**  
20 **DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE**  
21 **ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE**  
22 **THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE**  
23 **TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF**  
24 **ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM**  
25 **PROPERTY AND THE VALUE THEREOF; AND**

26 **11.11.2THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN**  
27 **CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS OF THE**  
28 **UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY, AND/OR ANY OTHER**  
29 **JURISDICTION OR FOR THE PREVENTION OF TORTIOUS OR CRIMINAL**  
30 **ACTIVITIES; AND**

31 **11.11.3ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS**  
32 **SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH,**  
33 **SAFETY AND OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS**  
34 **LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A**  
35 **DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY**  
36 **OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN**  
37 **TO BE USED FOR ANY SUCH REASON.**

38 **EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR**  
39 **LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**  
40 **PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO**  
41 **HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS**

1 AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR  
2 CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE  
3 ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

4 AS USED IN THIS ARTICLE, "ASSOCIATION" INCLUDES WITHIN ITS MEANING  
5 ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS  
6 AND OTHER PERSONS THE ASSOCIATION MAY BE REQUIRED TO INDEMNIFY,  
7 TO THE EXTENT AND LIMIT OF SUCH INDEMNITY, AND WITHOUT WAIVING,  
8 REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR  
9 SUBROGATION RIGHTS OF ANY INSURER.

10 **11.12 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew.** Each  
11 Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is  
12 conducive to the growth of mold and/or mildew. The Board has the authority to adopt  
13 reasonable Rules and Regulations regarding maximum or minimum temperatures for Units  
14 and/or require that the air conditioning to the Units be set within certain temperature and/or  
15 humidity ranges and may require Owners to take such further actions as the Board deems  
16 advisable to control humidity and mold and/or mildew growth.

17 The Association is not responsible for the prevention of mold and/or mildew or any damages  
18 including, but not limited to, any special or consequential damages, property damages, personal  
19 injury, loss of income, emotional distress, death, loss of use, diminution or loss of value of the  
20 Unit, economic damages, and adverse health effects relating to, arising from or caused by mold  
21 and/or mildew accumulation regardless of the cause of said mold/or mildew. Prevention and  
22 remediation of mold within the boundaries of a Unit, or on Common Elements when due to interior  
23 Unit conditions or events, is a Unit Owner responsibility.

24 **EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR**  
25 **LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**  
26 **PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO**  
27 **HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS,**  
28 **DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND**  
29 **EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR**  
30 **UNFORESEEN, THAT SUCH PERSON HAS, OR MAY HAVE IN THE FUTURE, IN**  
31 **LAW OR IN EQUITY AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS,**  
32 **AND COMMITTEE MEMBERS, OR ANY PERSON OR ENTITY THE ASSOCIATION**  
33 **IS OBLIGATED TO INDEMNIFY (AND WITHOUT WAIVING, REDUCING OR**  
34 **OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION**  
35 **RIGHTS OF ANY INSURER), ARISING OUT OF, RELATING TO, OR IN ANY WAY**  
36 **CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH,**  
37 **RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW**  
38 **IN OR ON THE CONDOMINIUM PROPERTY OR ANY CHEMICAL OR TOXIN**  
39 **SECRETED THEREFROM.**

40 **11.13 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has  
41 accumulated in a Building and Units in sufficient quantities, may present health risks to Persons

1 who are exposed to it over time. Levels of radon that exceed federal and state guidelines have  
2 been found in buildings in Florida. Additional information regarding radon and radon testing  
3 may be obtained from your county public health department. The foregoing notice is provided  
4 for informational purposes only. The Association does not conduct radon testing with respect  
5 to the Condominium and specifically disclaims any and all representations or warranties as to  
6 the absence of radon gas or radon producing conditions in connection with the Condominium.  
7 The Association is not responsible for mitigating the existence of radon inside of Units and may  
8 establish such conditions as the Board deems appropriate if the Association approves an Owner  
9 request to install mitigation equipment.

10 **EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS**  
11 **OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN**  
12 **UPON/OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**  
13 **PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH**  
14 **USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE**  
15 **AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS,**  
16 **DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES,**  
17 **WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR**  
18 **UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW**  
19 **OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED**  
20 **WITH INDOOR AIR QUALITY, RADON GAS, OR THE RELEASE, DISCHARGE,**  
21 **DISPERSAL OR PRESENCE OF RADON GAS. THE PROVISIONS OF THIS ARTICLE**  
22 **SHALL ALSO INURE TO THE BENEFIT OF THE ASSOCIATION, ITS OFFICERS,**  
23 **DIRECTORS, MEMBERS, AND AGENTS WHICH SHALL BE FULLY PROTECTED**  
24 **HEREBY.**

25 **11.14 Atmospheric Conditions, Pollution, Contaminants, Communicable**  
26 **Diseases, Viruses, and Public Health.** Notwithstanding the duty to maintain, repair, replace,  
27 insure, or reconstruct parts of the Condominium Property or Association Property, the  
28 Association is not liable to Unit Owners or any other Person for injury or damages of any nature  
29 caused by atmospheric or natural conditions, including but not limited to red tide, pollution,  
30 algae, natural debris, viruses, airborne or other communicable diseases, or acts of God, which  
31 shall collectively be referred to herein as “public health” for simplicity. Without limiting the  
32 intended generality of the forgoing, the Association has no liability for loss of use, loss of rental  
33 income, alternative housing or subsistence expenses, loss of value, personal or property injury,  
34 or death arising from public health matters.

35 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN**  
36 **THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR**  
37 **BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR**  
38 **RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF,**  
39 **THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF**  
40 **ANY PORTION OF THE CONDOMINIUM PROPERTY AND/OR ASSOCIATION**  
41 **PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR**  
42 **FAMILIES, GUESTS, TENANTS, INVITEES OR FOR ANY PROPERTY OF ANY SUCH**  
43 **PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

1           **11.14.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM**  
2 **DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE**  
3 **ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE**  
4 **THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE**  
5 **TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF**  
6 **ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM**  
7 **PROPERTY AND/OR ASSOCIATION PROPERTY AND THE VALUE THEREOF; AND**

8           **11.14.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT**  
9 **BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS,**  
10 **POLICIES OR RECOMMENDATIONS OF THE UNITED STATES, STATE OF**  
11 **FLORIDA, COLLIER COUNTY, AND/OR ANY OTHER JURISDICTION REGARDING**  
12 **MATTERS OF PUBLIC HEALTH OR FOR THE PREVENTION OF INJURIES OR**  
13 **DAMAGES TO PERSONS OR PROPERTY ARISING THEREFROM; AND**

14           **11.14.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS**  
15 **SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH,**  
16 **SAFETY AND OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS**  
17 **LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A**  
18 **DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY**  
19 **OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN**  
20 **TO BE USED FOR ANY SUCH REASON.**

21 **EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR**  
22 **LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**  
23 **PROPERTY AND/OR ASSOCIATION PROPERTY SHALL BE BOUND BY THIS**  
24 **PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY**  
25 **AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE**  
26 **ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR**  
27 **WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS**  
28 **PROVISION.**

29 **AS USED IN THIS ARTICLE, "ASSOCIATION" INCLUDES WITHIN ITS MEANING**  
30 **ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS**  
31 **AND OTHER PERSONS THE ASSOCIATION MAY BE REQUIRED TO INDEMNIFY,**  
32 **TO THE EXTENT AND LIMIT OF SUCH INDEMNITY, AND WITHOUT WAIVING,**  
33 **REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR**  
34 **SUBROGATION RIGHTS OF ANY INSURER.**

35 **NOTHING HEREIN SHALL PREVENT OR LIMIT THE ASSOCIATION FROM**  
36 **EXERCISING THE POWERS SET FORTH IN THE CONDOMINIUM DOCUMENTS OR**  
37 **APPLICABLE LAW, INCLUDING THE EXERCISE OF EMERGENCY POWERS AS**  
38 **WELL AS THE GENERAL ADMINISTRATION OF THE CONDOMINIUM PROPERTY**  
39 **AND ASSOCIATION PROPERTY AND THE AFFAIRS OF THE ASSOCIATION.**  
40 **HOWEVER, THE EXERCISE OF SUCH POWERS SHALL NOT BE DEEMED TO**  
41 **WAIVE, ABANDON OR LESSEN THE PROVISIONS OF THIS ARTICLE, WHICH**

1 **HAVE BEEN APPROVED BY THE OWNERS FOR THE COLLECTIVE PROTECTION**  
2 **OF THE ASSOCIATION.**

3 **11.15 Restraint upon Assignment of Shares in Assets.** The share of a Unit Owner in  
4 the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any  
5 manner except as an appurtenance to his or her Unit.

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

8 **12.1 Authority to Purchase Insurance.** All insurance policies shall be purchased by  
9 the Association for the benefit of the Association and the Unit Owners and their mortgagees as  
10 their respective interests may appear.

11 **12.2 Coverage.** All provisions pertaining to insurance coverage shall be construed in  
12 accordance with the Act, and insurance policies purchased by the Association are intended to  
13 comply with all coverage requirements of the Act.

14 **12.2.1 Property Insurance.** Except as otherwise provided in this Declaration, the  
15 Association shall use its best efforts to obtain and maintain fire, wind, and other property coverage  
16 deemed advisable by the Board with an insurance company authorized to do business in Florida,  
17 upon the Insurable Improvements of the Condominium for the replacement value thereof,  
18 including coverage for changes in building codes, unless the Board determines that such coverage  
19 for changes in building codes is not reasonably available or commercially practicable. Insurance  
20 policies may include a commercially reasonable deductible as determined by the Board. The Board  
21 may exclude the seawall, landscaping and exterior improvements not customarily insured by  
22 condominium associations in the locality, and other customary exclusions, in its discretion. The  
23 Association shall determine the replacement value of the Insurable Improvements through  
24 independent appraisal, at least every thirty-six (36) months, so long as required by the Act. The  
25 Board shall establish deductibles, at a duly noticed meeting of the Board, and shall give notice of  
26 such meeting, and determine the deductibles, as required by the Act, so long as required by the  
27 Act. Notwithstanding the foregoing requirement, the Association, through its Board, will have  
28 fulfilled its duty to use best efforts to obtain insurance coverage if it obtains and maintains such  
29 insurance coverage as may be reasonably available from time to time given market and economic  
30 conditions. Unless otherwise required by law, and subject to Article 1.26, the Unit Owners are  
31 responsible to insure all alterations, modifications or additions made to the Unit, Limited Common  
32 Elements, or Common Elements by said Unit Owner, or his or her predecessor in interest or title,  
33 except insurance of elements previously insured by the Association which have been replaced with  
34 code compliant elements, which shall be considered Insurable Improvements, except as may  
35 otherwise be provided by law.

36 **12.2.2 Flood.** The Association shall use its best efforts to obtain and maintain  
37 adequate flood insurance, for replacement value, less a commercially reasonable deductible as  
38 determined by the Board. The Association will have discharged its responsibility to use its “best  
39 efforts” to obtain “adequate” flood insurance if it is able to purchase flood insurance up to the  
40 limits available through the National Flood Insurance Program (NFIP), or through any similar

1 federally-sponsored or related program, or through private carriers with similar coverage, for  
2 premium rates that are generally commensurate with flood insurance premium rates for  
3 condominiums in the local area.

4 **12.2.3 Liability Insurance.** The Association shall obtain and maintain public  
5 liability insurance covering all of the Common Elements and Association Property in such amount  
6 as the Board may deem appropriate. The Board has the authority to compromise and settle all  
7 claims against the Association or upon insurance policies held by the Association. The Unit  
8 Owners shall have no personal liability upon such claims, except as may be otherwise provided by  
9 law.

10 **12.2.4 Fidelity Bond.** The Association shall obtain and maintain insurance or  
11 fidelity bonding of all Persons and in such amounts as required by the Act.

12 **12.2.5 Worker's Compensation.** Such worker's compensation coverage as may  
13 be required by law or deemed advisable by the Board.

14 **12.2.6 Other Insurance.** Such other insurance as the Board may from time to time  
15 deem to be necessary, including, but not limited to, Errors and Omissions Officers and Directors  
16 Liability insurance coverage and insurance for the benefit of its employees.

17 **12.3 Insurance Shares or Proceeds.** Insurance proceeds of policies purchased by the  
18 Association covering property losses shall be paid to the Association, and all policies and  
19 endorsements thereon shall be deposited with the Association.

20 **12.3.1 Flood Insurance Proceeds.** In situations where the Association receives  
21 flood insurance proceeds for Owner Insurance Elements, the Board giving consideration to the  
22 determinations of how insurance allocations were calculated regarding the flood insurance  
23 proceeds for such Owner Insurance Elements, may disburse funds directly to the affected Owner(s)  
24 and may require such assurances as the Board determines reasonable, including, but not limited  
25 to, the requirement of the affected Owners receiving such proceeds signing of a release, and/or an  
26 undertaking to perform the work, and/or requirement that the monies will not be released until the  
27 work is complete. Should the amounts paid by the affected Owner(s) to complete the work to the  
28 Owner Insurance Elements for which insurance proceeds are received be less than the insurance  
29 proceeds received by the Association for such Owner Insurance Elements, the Association shall  
30 reimburse the affected Owner(s) for only the amounts the affected Owner(s) paid and any  
31 remaining insurance proceeds allocated for such work shall be allocated in the discretion of the  
32 Board for other necessary repairs to the Condominium Property or other appropriate uses. Should  
33 an affected Owner request and if the Association in its discretion agrees, the Association may also  
34 permit work covered by these funds to be performed by Association contractors and may require  
35 adequate assurances that the Owner be financially responsible for any costs or expenses not  
36 covered by insurance proceeds.

37 **12.4 Association as Agent.** The Association is irrevocably appointed agent for each  
38 Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner  
39 of any other interest in the Condominium Property or any property in which the Association

owns an interest, to adjust and settle all claims arising under insurance policies carried by the Association, and to execute and deliver releases upon the payment of such claim.

**13. REPAIR AFTER CASUALTY.** If any part of the Insurable Improvements of the Condominium Property or other portions of the Condominium Property the Association is required to Maintain shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, Repair After Casualty shall be under the direction of the Board and shall be taken in a responsible and reasonable manner, unless a decision is made to pursue termination of the Condominium, as set forth in Article 19 of this Declaration.

**13.1 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property or according to plans and specifications approved by the Board, regardless of whether it is a Material Alteration or Substantial Addition as described in Article 9.8, and no vote of the Unit Owners shall be required.

**13.2 Responsibility.** Repair After Casualty of the Insurable Improvements shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing Owner Insurance Elements. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 13.3 below.

**13.3 Assessments.** The cost of Repair After Casualty for those portions of the Condominium Property required to be insured by the Association for flood or property loss, including expenses not covered by insurance due to deductibles or otherwise, is a Common Expense, except as provided elsewhere, including, but not limited to, Section 718.111(11)(n) of the Act, and the provisions of this Declaration regarding flood insurance of Owner Insurance Elements.

**13.4 Incidental Damage.** Incidental Damage to Owner Insurance Elements or other property not part of the Insurable Improvements in connection with Repair After Casualty shall be the financial responsibility of the Unit Owner unless covered by the Association's policy.

**13.5 Damage Caused by Wear and Tear of the Condominium Property or Uninsurable Loss.** Damage to the Condominium Property that is not caused by a Casualty, as defined in Article 1.9 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 13.

1           **13.6 Termination In Lieu of Reconstruction.** Repair After Casualty may be  
2 suspended by the Board if it determines that circumstances indicate that terminating the  
3 Condominium may be a more viable economic alternative to repair or reconstruction.

4 **14. OWNERSHIP AND USE RESTRICTIONS.** Ownership and use of Condominium  
5 Property shall be in accordance with the following use restrictions and reservations:

6           **14.1 Occupancy of Units; Single Family Residence.** A Unit shall be used only as a  
7 Single Family residence. The maximum occupancy of a two (2) bedroom Unit is six (6) persons,  
8 and the maximum occupancy of a three (3) bedroom Unit is eight (8) persons. The term  
9 “bedroom” as used herein shall be any room originally designated as such in the original plot  
10 and plans. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or  
11 otherwise transferred. No Person may reside in a Unit as a Unit Owner, Resident, or Family  
12 member or for any reason occupy the Unit on an overnight basis for more than thirty (30) days  
13 in a calendar year unless said Person’s occupancy has been specifically approved by the  
14 Association, through the Board. This residency approval requirement is not applicable to  
15 existing Unit Owners and members of their Family who are residing in or have a present right  
16 to occupy the Unit. In considering such requests, the Board may (but shall not be obligated to  
17 and shall have no duty to) consider factors set forth in Article 17 of this Declaration, and may  
18 charge a reasonable fee for review of residency requests. Visitation by Guests is further  
19 governed by Article 15 of this Declaration. Occupancy by Tenants is further governed by Article  
20 16 of this Declaration. Units may not be used for commercial or business purposes. Unit Owners  
21 and Occupants may use Units for “home office” or “telecommuting” purposes, provided that  
22 such uses do not involve customers or clients coming onto the Condominium Property, the  
23 posting of any signage in the Condominium, the storage of equipment, products, or materials in  
24 the Condominium, nor more than two (2) regular deliveries per day of correspondence or similar  
25 items from customary express delivery services. No Person may occupy or otherwise be present  
26 within a Unit, or otherwise present on the Condominium Property as a Family member,  
27 Occupant, Tenant, Guest, or Invitee if such Person:

28           **14.1.1** Has been convicted of, pled no contest to, or has been released from  
29 incarceration, probation or community control for:

30                           **14.1.1.1**           a capital, first or second degree felony involving violence to  
31 Persons within the past ten (10) years; or

32                           **14.1.1.2**           a first or second degree felony involving illegal drugs within  
33 the past ten (10) years; or

34                           **14.1.1.3**           any drug offense involving the manufacture and/or  
35 distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

36                           **14.1.1.4**           a felony involving sexual battery, sexual abuse, or lewd and  
37 lascivious behavior regardless of when that conviction, plea or release occurred;

38           **14.1.2** Has been labeled a sexual offender or a sexual predator by any  
39 governmental or quasi-governmental agency regardless of when that label occurred; or

1           **14.1.3** Is currently on probation or community control for a felony involving  
2 violence to another or damage to or theft of property.

3           **14.1.4** The conduct of background investigations and the extent of such  
4 investigation, if any, shall be as determined by the Board in its discretion.

5           **14.2 Nuisance.** No Unit Owner, or their Tenants, Guests, or Invitees may use the  
6 Condominium Property for any immoral, indecent, improper, or unlawful purpose and no use or  
7 behavior shall be allowed which will create a public or private nuisance, or which shall  
8 unreasonably interfere with the quiet possession or enjoyment of the Condominium Property,  
9 which will increase insurance rates, or which will negatively affect the value of Units. Units and  
10 those Limited Common Elements that the Owner is required to Maintain shall be kept in a neat  
11 and orderly fashion, free from the accumulation of trash, debris, and garbage. Said areas will also  
12 be Maintained in a clean and sanitary condition and shall not emanate odors that are detectible  
13 outside of the Unit, create a fire hazard, attract or contain pests or vermin of any nature, nor  
14 otherwise create any unsanitary or unsafe conditions. The Common Elements shall be used for the  
15 purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of  
16 the Residents. The Condominium Property shall be used in accordance with all federal, state, and  
17 local laws and ordinances.

18           **14.3 Signs.** No person may post or display "For Sale," "For Rent," "Open House," or  
19 other similar signs, or any other signs of whatever type, anywhere on the Condominium property,  
20 including, but not limited to, posting or placing a sign in a Unit window, in or on a vehicle on  
21 Condominium property, or on a lanai, except as authorized under the rules adopted by the Board or  
22 with the prior written permission of the Board of Directors.

23           **14.4 Use of Common Elements.** Common hallways, stairways, and other common  
24 elements shall not be obstructed, littered, defaced, or misused in any manner. Balconies, patios,  
25 lanais, walkways, and stairways shall be used only for the purposes intended. They shall not be  
26 used for hanging or drying clothing, (except drying racks that cannot be observed from outside of a  
27 limited common element may be used), or for outdoor cooking, for cleaning of rugs or other  
28 household items, or for storage of bicycles or other personal property. The foregoing  
29 notwithstanding, if not prohibited by law or ordinance, owners of villa Units may use barbeque  
30 grills on the patio area adjacent to their villas.

31           **14.5 Pets.** The keeping of pets is a privilege, not a right. The owner of each Unit is  
32 allowed no more than one (1) dog. Dogs other than service dogs must weigh no more than thirty (30)  
33 pounds or less at maturity or one (1) cat weighing twenty (20) pounds or less at maturity, and no  
34 more than two (2) birds, and tropical fish in reasonable numbers not being kept or raised for  
35 commercial purposes, with the following conditions:

36           **14.5.1** No pets shall be permitted in the pool area, leashed or unleashed.  
37

38           **14.5.2** Elsewhere on the common elements, pets will be under handheld leash or  
39 carried at all times.

1           **14.5.3** Messes made by pets shall be removed by owners or handlers immediately.

2           **14.5.4** Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in  
3 the Unit. In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance  
4 or an unreasonable disturbance, written notice will be given to the owner or other person  
5 responsible for the pet, and the pet shall be removed from the Condominium property immediately.

6           **14.5.5** Owners may not leave pets unattended on balconies, patios, or lanais where  
7 their noise may bother others.

8           **14.5.6** Pets may only be kept in Owner occupied Units; no pets may be kept in a  
9 leased Unit.

10           **14.5.7** Any Unit owner or other resident who keeps or maintains a pet shall, in  
11 exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the  
12 Association and each Unit owner free and harmless from any loss, claim, or liability of any kind  
13 or character, of whatever nature, arising from or related to the keeping or maintaining of such pet  
14 in the Unit.

15           **14.5.8** The Association obeys and complies with the Florida and Federal Fair  
16 Housing Act with regards

17           **14.6       Parking; Prohibited Vehicles.** No motor vehicle shall be parked on the  
18 Condominium property except in such areas designated for parking. Vehicles must be parked  
19 completely within the designated parking space and may not encroach onto the adjacent roadway,  
20 landscaped areas, sidewalks, or parking spaces. No work trucks, including pick-up trucks, trailers,  
21 motorcycles, recreational vehicles, motor homes, campers, motor scooters, mopeds, gas powered  
22 bicycles, golf carts, disabled vehicles, vehicles with missing vehicle body parts, or commercial  
23 vehicles of whatever type, other than service vehicles temporarily present on business, shall be  
24 parked on the Condominium property. The term "commercial vehicle" as used herein means any  
25 vehicle with an open cargo bed or that displays any signage, tools, or equipment that is of a  
26 commercial nature, or any vehicle with or without signage, tools, or equipment that is primarily  
27 designed to be used for commercial purposes, regardless of whether or not it is presently being  
28 used for commercial purposes. A personal truck that is a half-ton model or smaller ~~less~~ may be  
29 kept on the premises provided it has no commercial markings, extra fuel tanks or any other  
30 commercial equipment on the vehicle. Trucks with beds that exceed eight (8) feet are not allowed.  
31 Further HD (Heavy Duty) variants, normally designated with HD, Super Duty, 250 or 350 are  
32 allowed. Passenger vans are not allowed. However, any vehicle, by whatever name that does not  
33 have ~~side rear windows,~~ rear windows, or that has been converted partially or completely by  
34 removal of seats, or additions of commercial roof racks or other means for transportation of work  
35 materials, shall be considered a commercial vehicle. Boats and other water vessels are only allowed  
36 to be in the boat slips. Owners who are not in residence may not use the guest parking spaces.

37  
38           **14.7       Towing and Booting.** Any vehicle that is parked in violation of the Association's  
39 restrictions may be towed or booted whether it is on property owned by the Association, the  
40 common elements, or limited common elements appurtenant to a Unit. No prior notice is required.

1 All costs and expenses shall be borne by the owner of the vehicle. Such costs and expenses shall  
2 not be considered a fine or suspension of the right to use the common facilities and do not preclude  
3 the Association from pursuing those remedies instead of, or in addition to, towing or booting a  
4 vehicle. The Association is not liable for any damage to a vehicle that is towed or booted by a  
5 licensed and insured contractor. Unit Owners and Lessees are responsible for ensuring that the  
6 occupants of their Units, as well as Guests, Visitors, and Invitees, comply with the Association's  
7 parking restrictions. Unit Owners are responsible to indemnify, defend, and hold the Association  
8 harmless from all claims against the Association on account of towing or booting a vehicle,  
9 including claims against the Association asserted by any occupant of the Unit, as well as any  
10 Guests, Visitors, and Invitees to a Unit, excepting only if it has been judicially determined that the  
11 Association is guilty of gross negligence or a higher degree of culpability.

12 **14.8 Car Covers.** No car covers are permitted in the guest parking spaces. The  
13 Association has the right to remove and discard any car cover on a vehicle in an assigned space if it  
14 becomes unsightly.

15 **14.9 Electric Vehicles/Use of Association Electricity.** The electrical outlets in the  
16 common area may not be used to charge electric vehicles. Written requests by Owners to install  
17 individual meters shall be addressed in the manner set forth in Article 9.6 of these Declarations. If  
18 individual meters are approved by the Board of Directors, the Owner installing the meter is  
19 responsible for cost of the electrical modifications that tie off the electrical wiring in their storage  
20 unit for electrical vehicle and Hybrid charging equipment, as well as all the cost of the charging  
21 equipment.

22 **14.10 Electronic Devices at the Pool.** Cell phones are to be on vibrate in the pool area  
23 and Owners and their Guest shall refrain from loud conversations and be otherwise considerate in  
24 their use of cell phones, radios, iPods, and other electronic devices that might be annoying to other  
25 people.

26 **14.11 Additional Restrictions.** Additional use, occupancy, maintenance, transfer and  
27 other restrictions are contained in the Rules and Regulations, which may be amended from time to  
28 time by the Board. Amendments to the Rules and Regulations may, but need not be, recorded in  
29 the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in  
30 the Condominium Documents.

31 **15. GUEST OCCUPANCY.** Use or visitation without consideration (payment) distinguishes  
32 a Guest usage from a tenancy. Any Person occupying a Unit for more than thirty (30) days in a  
33 calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and  
34 shall be considered a Resident or Tenant subject to the approval requirements of Article 16 of this  
35 Declaration. There are various types of Guest uses, which are regulated as follows:

36 **15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in**  
37 **Residence.** Unit Owners and Tenants (and their respective Families) are permitted to have non-  
38 overnight Guests, provided that same does not create a nuisance or annoyance to other  
39 Condominium Residents, nor prevent their peaceful enjoyment of the premises. The  
40 Association may restrict or prohibit Guest visitation by Persons who have committed nuisances

1 upon the Condominium Property or otherwise violated the Condominium Documents in the  
2 past, and Persons who have been convicted of or pled no contest to a felony, including, but not  
3 limited to, registered sex offenders and Persons who have been convicted of or pled no contest  
4 to narcotic offenses. Non-overnight Guests need not be registered with the Association, but may  
5 be subject to access control protocols or procedures used generally, if any. Non-overnight  
6 Guests are permitted to use the Association facilities only when accompanied by the Unit Owner  
7 or Tenant, unless otherwise approved by the Board. The Board may establish additional  
8 restrictions on non-overnight Guest usage of Condominium facilities, including, but not limited  
9 to, the maximum numbers of Guests who may use common facilities.

10 **15.2 Overnight Guests When Unit Owner or Tenant is in Residence.** Unit Owners  
11 and Tenants (and their respective Families) may have related or unrelated overnight Guests, so  
12 long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no  
13 requirement for registration of overnight Guests with the Association when the Unit Owner or  
14 Tenant is simultaneously occupying the Unit, but may be subject to access control protocols or  
15 procedures used generally, if any. The Association may restrict or prohibit Guest visitation by  
16 Persons who have committed nuisances upon the Condominium Property or otherwise violated  
17 the Condominium Documents in the past, and Persons who have been convicted of or pled no  
18 contest to a felony, including, but not limited to, registered sex offenders and Persons who have  
19 been convicted of or pled no contest to narcotic offenses.

20 **15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant.** Unit  
21 Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or  
22 Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected  
23 by caretakers, friends or relatives. However, such individuals shall not be permitted to use  
24 Condominium facilities, such as recreational facilities (including, but not limited to, the pool,  
25 and parking areas).

26 **15.4 Overnight Guests in the Absence of the Unit Owner or Tenant.** Tenants are  
27 not permitted to have overnight Guests (related or non-related) in the absence of the Tenants'  
28 simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of  
29 the Unit Owner subject to the following conditions, and such other Rules and Regulations as  
30 may be deemed necessary by the Board to effectuate the residential, non-transient nature of this  
31 Condominium. If the Unit Owner and his or her Family who permanently reside with him or  
32 her are not occupying a Unit, then any occupancy may be considered a lease, whether or not the  
33 occupants are paying rent, and shall be subject to the provisions pertaining to Leases. The  
34 Association may restrict or prohibit Guest visitation by Persons who have committed nuisances  
35 upon the Condominium Property or otherwise violated the Condominium Documents in the  
36 past, and Persons who have been convicted of or pled no contest to a felony, including, but not  
37 limited to, registered sex offenders and Persons who have been convicted of or pled no contest  
38 to narcotic offenses. All overnight Guest who are not accompanied by the Unit Owner must be  
39 registered with the Association office and must be authorized in writing by the Unit Owner to  
40 occupy the Unit to avoid having their presence challenged by other Owners, security, or  
41 Management. The Owner must submit the names of all Guests and the length of their stay before  
42 a Guest may occupy a Unit.

1           **15.4.1 Non-Related Overnight Guests** in the absence of the Unit Owner will be  
2 limited to three (3) occupancies per calendar year (cumulative as to all Guests and all occupancies  
3 by non-related Guests in the absence of the Owner). The limitation on the number of Persons who  
4 can occupy a Unit in Article 15.2 applies. Ten (10) days prior notice to the Association is required  
5 in accordance with Article 15.4.

6           **15.4.2 Related Overnight Guests.** Any person who is the grandparent, parent or  
7 child of the Owner or the Owner’s spouse or domestic partner may occupy a Unit in the absence  
8 of the Unit Owner without limitation as to the number of nights or as to the number of occasions  
9 or lengths of stay. The limitation on the number of Persons who can occupy a Unit in Article 15.2  
10 applies. Ten (10) days prior notice to the Association is required in accordance with Article 15.4.

11           **15.5 Additional Board Authority.** Upon prior written request or application by the  
12 Unit Owner, the Board of Directors may make such limited exceptions to the foregoing  
13 restrictions as it may deem necessary and appropriate in the Board’s sole discretion for the sole  
14 purpose of avoiding undue hardship or inequity. The conduct of background investigations and  
15 the extent of such investigation, if any, shall be as determined by the Board in its discretion.  
16 The Board may promulgate such rules, policies, and procedures as are necessary to implement  
17 this Article. The Board may, at a duly noticed meeting, temporarily suspend or permanently ban  
18 a Guest from entering the Condominium Property if the Board finds that such Person has  
19 engaged in a serious violation of the Condominium Documents or applicable law upon the  
20 Condominium Property, or has engaged in systematic violations of the Condominium  
21 Documents or applicable law upon the Condominium Property. The decision of the Board is  
22 final and shall not be subject to any requirement for a hearing before any type of Committee. In  
23 the event the Association has reasonable cause to believe that Unit Owners are circumventing  
24 rental restrictions by receiving consideration for occupancies which are held out as guest  
25 occupancies, the Association may require proposed Guest Occupants to submit proof of familial  
26 relationship, an affidavit as to absence of payment for the right to occupy the premises, or other  
27 proof that the leasing provisions of Article 16 are not being violated.

28 **16. LEASING.** The lease of a Unit is defined as occupancy of the Unit by any Person other  
29 than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by  
30 the non-owner involves consideration (the payment of money, the exchange of goods or services,  
31 or any other exchange of value, including “home exchanging,” use of the Unit in connection with  
32 charity donations, and use as a reward or recognition related to the Unit Owner’s individual  
33 business or financial interests). The term “leasing” and “renting” are used interchangeably in this  
34 Declaration. The term “Tenant” and “Lessee” are likewise used interchangeably. All leases must  
35 be in writing. Should a Unit Owner wish to lease his or her Unit, he or she shall furnish the  
36 Association with a copy of the proposed lease, the name of the proposed Tenant, the names of all  
37 proposed Residents, and such other information as the Association may reasonably require. Any  
38 Person occupying the Unit as a Resident after initial approval shall be subject to a separate  
39 application and approval process. The Association has thirty (30) days from the receipt of notice  
40 and all required information within which to approve or disapprove of the proposed lease or  
41 proposed Tenants or Residents. The Association shall give the Unit Owner written notice of its  
42 decision within said period. No individual rooms may be rented and no transient tenants may be  
43 accommodated. “Rent-sharing” and subleasing are prohibited. All leases shall be for a minimum

1 period of thirty (30) continuous days and no Unit may be leased more often than two (2) times in  
2 any calendar year. No lease may begin until at least thirty (30) days have elapsed since the first  
3 day of the last lease. For purposes of this restriction, the first day of occupancy under the lease  
4 shall conclusively determine in which year the lease occurs. No lease may be for a period of more  
5 than one (1) year, and no option for the Lessee to extend or renew the lease for any additional  
6 period shall be permitted. However, the Board of Directors may, in its discretion, approve the same  
7 lease from year to year. No Unit Owner, or anyone on their behalf, shall publish or cause to be  
8 published any advertisement of any type in any form of media, including, but not limited to, television,  
9 radio, internet website, newspaper, magazine, or trade publication, that indicates that a Unit may be  
10 leased for anything less than the minimum period of thirty (30) continuous days.

11 **16.1 Board Right of Approval.** The Board has the authority to approve or disapprove  
12 all leases and renewals or extensions thereof. No Person may occupy a Unit as a Tenant, Family  
13 member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board has  
14 the authority to promulgate or use a uniform lease application and require such other  
15 information from the proposed Tenant and all proposed Residents as the Board deems  
16 appropriate under the circumstances. The Board may require an interview of any proposed  
17 Tenant and all proposed Residents of a Unit as a condition for approval. The Board may, but  
18 shall not be obligated or have the duty to, conduct criminal background investigation in  
19 connection with proposed leases.

20 **16.2 Tenant Conduct; Remedies.** All leases shall be on a uniform form of lease or  
21 lease addendum if so promulgated by the Association. Uniform leases, addenda and all other  
22 leases will provide, or be deemed to provide, that the Tenants have read and agreed to be bound  
23 by the Condominium Documents. The uniform lease or addendum and other leases shall further  
24 provide, or be deemed to provide, that any violation of the Condominium Documents shall  
25 constitute a material breach of the lease and subject the Tenant to termination of the lease and/or  
26 eviction as well as any other remedy afforded by the Condominium Documents or Florida law.  
27 If a Tenant, Resident, other Unit Occupant, Guest, or Invitee fails to abide by the Condominium  
28 Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents,  
29 Occupants, Guests, or Invitees and shall be subject to all remedies set forth in the Condominium  
30 Documents and Florida law, without waiver of any remedy available to the Association as to  
31 the Tenant. The Unit Owner has the duty to bring his or her Tenant's conduct (and that of the  
32 other Unit Residents, Occupants, Guests, or Invitees) into compliance with the Condominium  
33 Documents by whatever action is necessary, including without limitation the institution of  
34 eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails  
35 to bring the conduct of the Tenant into compliance with the Condominium Documents in a  
36 manner deemed acceptable by the Association, or in other circumstances as may be determined  
37 by the Board, the Association has the authority to act as agent of the Unit Owner to undertake  
38 whatever action is necessary to abate the Tenants' noncompliance with the Condominium  
39 Documents (or the noncompliance of other Residents, Occupants, Guests, or Invitees),  
40 including without limitation the right to terminate a lease and/or institute an action for eviction  
41 against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner.  
42 The Association has the right to recover any costs or fees, including attorneys' fees, incurred in  
43 connection with such actions, from the Unit Owner which shall be secured by a continuing lien  
44 in the same manner as assessments for Common Expenses, to wit, secured by a Lien for

1 Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to  
2 provide, that the Association has the authority to direct that all rental income related to the Unit  
3 be paid to the Association until all past due and current obligations of the Association have been  
4 paid in full, including, but not limited to, all past due Assessments, Charges, other monetary  
5 obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

6 **16.3 Security Deposit.** The Board has the authority, as a condition of granting  
7 approval to a lease or renewal or extension thereof, to require that a prospective Tenant or Unit  
8 Owner place a security deposit in an amount not to exceed the equivalent of one (1) month's  
9 rent into an escrow account maintained by the Association to protect against damage to the  
10 Common Elements or Association Property. Payment of interest, claims against the deposit,  
11 refunds, and disputes under this paragraph shall be handled in the same fashion as provided in  
12 Part II of Chapter 83 of the Florida Statutes (2025), as amended from time to time.

13 **16.4 Approval Process; Disapproval.** Any Unit Owner intending to lease his or her  
14 Unit shall submit a copy of the proposed lease, an application, and any other requested  
15 information and required fees at least thirty (30) days in advance of the commencement of the  
16 lease or renewal or extension term. Upon receipt of all information and fees required by  
17 Association and an interview (if requested by the Board), the Association has the duty to  
18 approve or disapprove all proposed leases within thirty (30) days of receipt of such information  
19 for approval and the completion of the Tenant/Resident interview (if required), by sending  
20 written notification to the Unit Owner within such time frame. All requests for approval not  
21 acted upon within thirty (30) days shall be deemed approved. Applications for renewals or  
22 extensions of lease agreements shall be submitted at least thirty (30) days in advance of the  
23 expiration of the lease agreement. If the Association disapproves a proposed lease or renewal  
24 or extension, the Unit Owner shall receive a short statement indicating the reason for the  
25 disapproval, and the lease shall not be made, renewed, or extended. Denial may be based upon  
26 any of the following factors:

27 **16.4.1** The Person seeking approval (which includes all proposed Occupants or  
28 Residents) has been convicted of, pled no contest to, or has been released from incarceration,  
29 probation or community control for:

30 (a) a capital, first or second degree felony involving violence to Persons  
31 within the past ten (10) years; or

32 (b) a first or second degree felony involving illegal drugs within the past  
33 ten (10) years; or

34 (c) any drug offense involving the manufacture and/or distribution of  
35 illegal drugs regardless of when that conviction, plea or release occurred; or

36 (d) a felony involving sexual battery, sexual abuse, or lewd and  
37 lascivious behavior regardless of when that conviction, plea or release occurred;

1           **16.4.2** The Person seeking approval has been labeled a sexual offender or a sexual  
2 predator by any governmental or quasi-governmental agency regardless of when that label  
3 occurred;

4           **16.4.3** The Person seeking approval is currently on probation or community  
5 control for a felony involving violence to another or damage to or theft of property;

6           **16.4.4** The application for approval on its face, facts discovered in connection with  
7 the Association's investigation, or the conduct of the applicant, indicate that the Person seeking  
8 approval intends to conduct himself or herself in a manner inconsistent with the Condominium  
9 Documents. By way of example, but not limitation, a Tenant taking possession of the premises  
10 prior to approval by the Association as provided for herein shall constitute a presumption that the  
11 applicant's conduct is inconsistent with the Condominium Documents and may constitute grounds  
12 for denial;

13           **16.4.5** The Person seeking approval has a history of disruptive behavior or  
14 disregard for the rights or property of others as evidenced by his or her conduct in other housing  
15 facilities or associations, or by his or her conduct in this Condominium as a Tenant, Resident,  
16 Occupant or Guest;

17           **16.4.6** The Unit Owner or Person seeking approval has failed to provide the  
18 information, fees or appearances required to process the application in a timely manner or has  
19 made material misstatements or withheld material/information during the application process. The  
20 Association may also disapprove a lease if the Owner, or the real estate company and/or agent  
21 managing the lease transaction, has a history of leasing the Unit without obtaining approval; has a  
22 history of screening applicants inadequately; or has a history of recommending or renting to  
23 undesirable lessees; or

24           **16.4.7** All Assessments, fines and other Charges and monetary obligations against  
25 the Unit and/or Unit Owner have not been paid in full.

26           **16.5 Liability.** The liability of the Unit Owner under the Condominium Documents  
27 shall continue notwithstanding the fact that he or she may have leased or rented his or her  
28 interest in the Unit as provided herein.

29           **16.6 Owner Rights During a Lease Period.** Owners of a leased Unit are deemed to  
30 have assigned all use rights to the Tenant. Owners of leased Units may not park a vehicle  
31 anywhere on Condominium Property and may not use the pool, boardwalk, finger piers, boat  
32 slips, or any of the Common Elements, Limited Common Elements or amenities.

33           **16.7 Association Fee.** The Unit Owner or Tenant seeking approval of a lease of a  
34 Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which  
35 unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be  
36 made in connection with an extension or renewal of a lease.

1           **16.8 Delegation.** All actions and authority of the Association under this Article 16  
2           may be delegated by the Board to a duly authorized Board member, Officer, Committee  
3           member, Management, or other agent.

4           **17. APPROVAL OF SALES AND TITLE TRANSFERS.** In order to maintain a community  
5           of congenial Unit Owners who are financially responsible, and thus protect the value of the Units,  
6           the use and transfer of Units by any Owner is subject to the following provisions as long as the  
7           Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

8           **17.1 Forms of Ownership.**

9           **17.1.1 Ownership by Individuals.** A Unit may be owned by one (1) natural person  
10           who has qualified and been approved as elsewhere provided herein.

11           **17.1.2 Co-Ownership.** Co-ownership of Units may be permitted. If the co-owners  
12           are other than spouses, the Board shall condition its approval upon the designation of one (1)  
13           approved natural person as “Primary Occupant.” Spouses who are co-owners may both be  
14           designated as “Primary Occupants.” The intent of this provision is to allow flexibility in estate,  
15           financial, or tax planning, and not to create circumstances in which the Unit may be used as a  
16           short-term or transient accommodations for several entities, individuals or families as a timeshare,  
17           a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers,  
18           or Guests of Units owned by business entities, religious, or charitable organizations, and the like.  
19           The use of the Unit by other Persons shall be as if the Primary Occupant was the only actual Owner.  
20           Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift  
21           subject to the provisions of the Condominium Documents. No more than one (1) change in Primary  
22           Occupant will be approved in any twelve (12) month period, except in the case of the death of the  
23           Primary Occupant, or when a Primary Occupant designates a spouse as the Primary Occupant.  
24           Any new Primary Occupant shall be subject to review and approval by the Association in the same  
25           manner as a transfer of title. No time share estates may be created. “Unit Sharing” by multiple  
26           families and “Fractional Ownership” are prohibited.

27           **17.1.3 Ownership by Corporations, Partnerships, Limited Liability**  
28           **Companies, Trusts, or Other Artificial Entities.** A Unit may be owned in trust, or by a  
29           corporation, partnership, limited liability company, or other entity, which is not a natural person,  
30           if approved in the manner provided elsewhere herein. The intent of this provision is to allow  
31           flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit  
32           may be used as a short-term or transient accommodations for several entities, individuals or  
33           families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for  
34           employees, customers, or Guests of Units owned by business entities, religious, or charitable  
35           organizations, and the like. The approval of a partnership, trustee, corporation, limited liability  
36           company, or other entity as a Unit Owner is conditioned upon designation by the Owner of one (1)  
37           natural person to be the “Primary Occupant.” Spouses may both be designated as Primary  
38           Occupants. As a condition of approval of a transfer to such entity, the Board may require a personal  
39           guarantee from the Primary Occupant or other Person acceptable to the Board for payment of all  
40           Assessments, Charges, and other monetary obligations (including, but not limited to, use fees and  
41           fines) and for the liabilities affiliated with compliance with the Condominium Documents,

1 including, but not limited to, damages and awards of prevailing party attorneys' fees. The use of  
2 the Unit by other Persons shall be as if the Primary Occupant were the only actual Unit Owner.  
3 The Primary Occupant shall be the Person entitled to vote on behalf of the Unit, exercise rights of  
4 membership, and discharge the responsibilities incident thereto. Any change in Primary Occupant  
5 designation shall be treated as a transfer of ownership by sale or gift subject to the provisions of  
6 the Condominium Documents. No more than one (1) change in designation of Primary Occupant  
7 will be approved in any twelve (12) month period, except in the case of the death of the Primary  
8 Occupant. Any new Primary Occupant shall be subject to review and approval by the Association  
9 in the same manner as a transfer of title.

10 **17.1.4 Life Estate.** A Unit may be subject to a life estate, either by operation of  
11 law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall  
12 be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were  
13 the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have  
14 no occupancy right unless separately approved by the Association. The life tenant shall be liable  
15 for all Assessments and Charges against the Unit. Any vote, consent or approval required by the  
16 Condominium Documents or law may be given by the life tenant alone, and the vote, consent or  
17 approval of the holders of the remainder interest shall not be required. If there is more than one (1)  
18 life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy  
19 rights.

20 **17.2 Transfers Subject to Approval.**

21 **17.2.1 Sale or Other Transfer.** No Unit Owner may dispose of a Unit or any  
22 interest in same by sale or other title transfer without prior written approval of the Board. No Unit  
23 Owner may dispose of a Unit or any interest therein by other means (including agreement for deed,  
24 installment sales contract, lease-option, or other similar transactions) without prior written  
25 approval by the Board.

26 **17.2.2 Gift.** If any Unit Owner is to acquire his or her title by gift, his or her  
27 ownership of his or her Unit shall be subject to the prior approval of the Board. Notice must be  
28 given at least thirty (30) days prior to the intended closing or title transfer date.

29 **17.2.3 Devise or Inheritance.** If any Person shall acquire his or her title by devise,  
30 inheritance or through other succession laws, the continuance of his or her ownership of his or her  
31 Unit shall be subject to the approval of the Board. The approval shall not be denied to any devisee  
32 or heir who was the prior Owner's lawful spouse or domestic partner at the time of death, or was  
33 related to the Owner by blood or adoption within the first degree. A Persons right to occupy or use  
34 the Unit shall be subject to the approval of the Association.

35 **17.2.4 Other Transfers.** If any Unit Owner shall acquire his or her title by any  
36 manner not considered in the foregoing subsections, the continuance of his or her ownership of  
37 such Unit shall be subject to the approval of the Board. If any Person acquires title in any manner  
38 not considered in the foregoing subsections, that Person has no right to occupy or use the Unit  
39 before being approved by the Board under the procedures outlined below.

1           **17.3 Approval by Association.** The approval of the Association that is required for  
2 the transfer of ownership of Units shall be obtained in the following manner:

3           **17.3.1 Notice to Board of Directors.**

4                   **17.3.1.1 Sale or Other Transfer.** A Unit Owner intending to make a  
5 bona fide sale or other title transfer of his or her Unit or any interest in it, including gifts, transfers  
6 to artificial entities, and the grant of partial estates, shall give to the Board notice of such intention  
7 no less than thirty (30) days before the intended closing date, together with the name and address  
8 of the intended grantee, an executed copy of the purchase contract and its exhibits, or other  
9 documentation evidencing the transfer and such other information concerning the intended grantee  
10 and the transaction as the Board may reasonably require. The Board may require, without  
11 limitation, credit history, a criminal background investigation, past residency or employment  
12 verification, personal references, and a personal interview with the purchaser(s) and all proposed  
13 Unit Occupants.

14                   **17.3.1.2 Devise or Inheritance.** A Unit Owner who has obtained his  
15 or her title by devise or inheritance, or operation of succession laws, shall give to the Board notice  
16 of the acquiring of his or her title, together with such information concerning the Unit Owner as  
17 the Board may reasonably require (including that set forth in Article 17.3.1.1), and a certified copy  
18 of the instrument evidencing the Owner's title. The transferee shall have no right to occupy or use  
19 the Unit unless and until approved by the Board. Notwithstanding the foregoing, the transferee  
20 may apply for approval to lease or sell the Unit.

21                   **17.3.1.3 Failure to Give Notice.** If the above-required notice to the  
22 Board is not given, then at any time after receiving knowledge of a transaction or event transferring  
23 ownership or possession of a Unit, the Board at its election and without notice may approve or  
24 disapprove the transaction or ownership. If the Board disapproves the transaction or ownership,  
25 the Board shall proceed as if it had received the required notice on the date of such disapproval.

26           **17.3.2 Approval by Association.**

27                   **17.3.2.1 Sale or Other Title Transfer.** If the proposed transaction is  
28 a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice  
29 and information, including a personal interview if requested by Board, the Board must either  
30 approve or disapprove the proposed transaction.

31                   **17.3.2.2 Devise or Inheritance.** If the Unit Owner giving notice has  
32 acquired his or her title by devise, inheritance, or through succession law, then within thirty (30)  
33 days after receipt of such notice and information, including a personal interview if requested by  
34 the Board, the Board must either approve or disapprove the continuance of the Unit Owner's  
35 ownership of his or her Unit.

36                   **17.3.2.3 Approval of Occupant.** If the grantee is a corporation,  
37 partnership, trust, limited liability company, other entity, or more than one (1) individual who are  
38 not spouses, the approval of ownership by the corporation, partnership, trust, other entity, or  
39 multiple Persons shall be conditioned upon approval of a Primary Occupant.

1           **17.4 Disapproval by Board of Directors.** If the Board shall disapprove a transfer or  
2           continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

3           **17.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party.** If  
4           the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser,  
5           and has been disapproved without good cause, then within thirty (30) days after receipt of such  
6           notice and information, the Association shall deliver or mail by certified mail to the Unit Owner  
7           an agreement to purchase the Unit concerned by a purchaser approved by the Board, or the  
8           Association itself, who will purchase and to whom the Unit Owner must sell the Unit upon the  
9           following terms:

10                   **17.4.1.1**           At the option of the Association to be stated in the  
11           agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be  
12           the fair market value determined by arbitration in accordance with the then existing rules of the  
13           American Arbitration Association, except that the arbitrators shall be two (2) appraisers, one (1)  
14           of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the  
15           Association, who shall base their determination upon an average of their appraisals of the Unit;  
16           and a judgment of specific performance of the sale upon the award rendered by the arbitrators may  
17           be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by  
18           the parties.

19                   **17.4.1.2**           The purchase price shall be paid in cash. The sale shall be  
20           closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within  
21           ten (10) days after the determination of the sale price if such is by arbitration, whichever is the  
22           later. If the Association shall fail to itself purchase the Unit, or provide a purchaser, or if a  
23           purchaser furnished by the Association or the Association shall default in his, her, or their  
24           agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be  
25           deemed to have been approved, and the Association shall furnish a certificate of approval.

26           **17.4.2 Gifts; Devise; Inheritance; Familial Transfers.** If the Unit Owner giving  
27           notice has acquired or will acquire his or her title by gift, devise, inheritance, or succession laws  
28           or in any other manner, and if the Board wishes to disapprove the transfer or continuance of  
29           ownership without good cause, then within thirty (30) days after receipt from the Unit Owner of  
30           the notice and information required to be furnished, the Association shall deliver or mail by  
31           certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser  
32           approved by the Board (including the Association itself) who will purchase and to whom the Unit  
33           Owner must sell the Unit upon the following terms:

34                   **17.4.2.1**           The sale price shall be the fair market value determined by  
35           agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of  
36           such agreement. In the absence of agreement as to price, or where transfers are made for less than  
37           bona fide value, the price shall be determined by arbitration in accordance with the then existing  
38           rules of the American Arbitration Association, except that the arbitrators shall be two (2)  
39           appraisers, one (1) of whom shall be appointed by the Association and the other of whom shall be  
40           appointed by the Unit Owner, who shall base their determination upon an average of their  
41           appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered

1 by the arbitrators may be entered in any court of competent jurisdiction. The expense of the  
2 arbitration shall be shared by the parties.

3                   **17.4.2.2**           The purchase price shall be paid in cash. The sale shall be  
4 closed within ten (10) days following the determination of the sale price. If the Association shall  
5 fail to purchase the Unit or provide a purchaser, or if the Association or a purchaser furnished by  
6 the Association shall default in his, her, or their agreement to purchase, then notwithstanding the  
7 disapproval, such transfer ownership shall be deemed to have been approved, and the Association  
8 shall furnish a certificate of approval as elsewhere provided.

9                   **17.4.3 Disapproval for Good Cause.** Disapproval of title transfers or the  
10 continuation of ownership pursuant to this Article 17 shall be made by the Board if it is determined  
11 that the potential Unit Owner does not facially qualify for membership in the Association, or if the  
12 proposed transaction will result in a violation of the Condominium Documents. The following may  
13 be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser  
14 does not facially qualify for membership in the Association or the proposed transaction will result  
15 in a violation of the Condominium Documents:

16                   **17.4.3.1**           The application for approval on its face, or subsequent  
17 investigation thereof, indicates that the Person seeking approval (which shall hereinafter include  
18 all proposed Occupants or Residents) intends to hold title, use the Unit, or otherwise act or conduct  
19 himself or herself in a manner inconsistent with the Condominium Documents;

20                   **17.4.3.2**           The Person seeking approval has been convicted of, pled no  
21 contest to, or has been released from incarceration, probation or community control for:

22                                   (a)    a capital, first or second degree felony involving violence to  
23 Persons within the past ten (10) years; or

24                                   (b)    a first or second degree felony involving illegal drugs within  
25 the past ten (10) years; or

26                                   (c)    any drug offense involving the manufacture and/or  
27 distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

28                                   (d)    a felony involving sexual battery, sexual abuse, or lewd and  
29 lascivious behavior regardless of when that conviction, plea or release occurred;

30                   **17.4.3.3**           The Person seeking approval has been labeled a sexual  
31 offender or a sexual predator by any governmental or quasi-governmental agency regardless of  
32 when that label occurred;

33                   **17.4.3.4**           The Person seeking approval is currently on probation or  
34 community control for a felony involving violence to another or damage to or theft of property;

35                   **17.4.3.5**           The Person seeking approval has a record of financial  
36 irresponsibility, including without limitation prior foreclosures or bad debts such that the Board

1 reasonably concludes that the applicant is unable to meet his or her financial obligations to the  
2 Association;

3 **17.4.3.6** The Person seeking approval failed to provide the  
4 information, fees or appearance required to process the application in a timely manner, or has made  
5 material misstatements or withheld material/information during the application process; or

6 **17.4.3.7** All Assessments and other Charges against the Unit have not  
7 been paid in full, unless the Association has reasonable assurances that said amounts will be paid  
8 out of the closing proceeds.

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

13 **17.5 Transfer Fee.** The Association may charge a processing fee for the approval of  
14 transfers of title. The fee may not exceed the maximum permitted by law per transaction. The  
15 Association or its authorized agent may also charge a reasonable fee for the preparation of a  
16 certificate, commonly known as an estoppel certificate, stating all assessments and other monies  
17 owed to the Association by the Unit Owner with respect to the Condominium Parcel. The fee  
18 for the preparation of such certificate shall be established by a written resolution of the Board  
19 or provided for in a management, bookkeeping, or maintenance contract.

20 **17.6 Exceptions.** The foregoing provisions of this Article 17, entitled "Approval of  
21 Sales and Title Transfers," shall not apply to a transfer to or purchase by a bank, life insurance  
22 company, savings and loan association, or other bona fide mortgagee that acquires its title as  
23 the result of owning a purchase money first mortgage upon the Unit concerned; this shall be so  
24 whether the title is acquired by deed from the mortgagor or through foreclosure proceedings.  
25 Further exempt shall be purchasers at tax deed sales, judicial sales, and governmental levies.  
26 However, a transferee from a first mortgagee or other exempt acquirer of title shall be required  
27 to be approved by the Association as a condition of ownership and holding title to a Unit.

28 **17.7 Unauthorized Transactions.** Any sale, lease, mortgage or other transfer of  
29 ownership or possession not authorized pursuant to the terms of this Declaration shall be void  
30 unless subsequently approved by the Association.

31 **17.8 Delegation.** All actions and authority of the Association under this Article 17 may  
32 be delegated by the Board to a duly authorized Board member, Officer, Committee member,  
33 Management, or other agent.

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

36 **18.1 Proposal of Amendments.** An amendment may be proposed by the President  
37 of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

1           **18.2 Proposed Amendment Format.** Proposals to amend the existing Declaration of  
2 Condominium shall contain the full text of the article to be amended. New words shall be  
3 underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive  
4 that this procedure would hinder rather than assist understanding, a notation must be inserted  
5 immediately preceding the proposed amendment saying, “SUBSTANTIAL REWORDING OF  
6 DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER \_\_\_\_ FOR PRESENT  
7 TEXT.”

8           **18.3 Notice.** The subject matter of proposed amendments shall be included in the  
9 notice of any meeting at which a proposed amendment is to be considered or in connection with  
10 documentation for action without a meeting.

11           **18.4 Adoption of Amendments.** A resolution for the adoption of a proposed  
12 amendment may be adopted by a vote of at least two-thirds (2/3<sup>rds</sup>) of the Voting Interests of  
13 the Association present (in person or by proxy) and voting at a duly noticed meeting at which a  
14 quorum has been attained, or by the written agreement of at least two-thirds (2/3<sup>rds</sup>) of the entire  
15 Voting Interests. Amendments correcting errors, omissions, scrivener’s errors, violations of  
16 applicable law, conflicts between the Condominium Documents, or if determined necessary and  
17 desirable by the Board to comply with the requirements of the secondary mortgage market, may  
18 be executed by the Officers of the Association, upon Board approval, without need for  
19 Association membership vote. The Board may also adopt amendments necessary to comply  
20 with the requirements of any governmental entity.

21           **18.5 Effective Date.** An amendment when adopted shall become effective after being  
22 recorded in the Public Records of Collier County, Florida, according to law.

23           **18.6 Automatic Amendment.** Whenever the Act, Chapter 617, Florida Statutes, or  
24 other applicable statutes or administrative regulations, as amended from time to time, are  
25 amended to impose procedural requirements less stringent than set forth in this Declaration, the  
26 Board may operate the Association pursuant to the less stringent requirements without the need  
27 to change this Declaration. The Board, without a vote of the Owners, may also adopt by majority  
28 vote, amendments to this Declaration as the Board deems necessary to comply with such  
29 operational changes as may be enacted by future amendments to Chapters 607, 617, and the  
30 Act, or such other statutes or administrative regulations as required for the operation of the  
31 Association, all as amended from time to time.

32           **18.7 Proviso.** No amendment shall change the configuration of any Unit or the share  
33 in the Common Elements appurtenant to it, or increase the Owner’s proportionate share of the  
34 Common Expenses, unless the record Owner of the Unit concerned and all record Owners of  
35 the mortgages on such Unit shall join in the execution of the amendment, and all other Unit  
36 Owners approve the amendment.

37 **19. TERMINATION.** The Condominium may be terminated under any one (1) of the  
38 following alternatives:

1           **19.1 Termination Because of Economic Waste or Impossibility.** Notwithstanding  
2 anything to the contrary in this Declaration, the condominium form of ownership may be  
3 terminated (or partially terminated) by a plan of termination approved by at least seventy-five  
4 percent (75%) of the entire Voting Interests when:

- 5           • The total estimated cost of repairs necessary to restore the improvements to their former  
6 condition or bring them into compliance with applicable laws or regulations exceeds  
7 the combined fair market value of all Units in the Condominium after completion of  
8 the repair;
- 9           • It becomes impossible to operate or reconstruct the Condominium in its prior physical  
10 configuration because of land use laws or regulations; or
- 11           • Both the Board and seventy-five percent (75%) of the entire Voting Interests determine  
12 by vote or written agreement that termination is a more viable economic option than  
13 Repair After Casualty.

14           **19.2 Optional Termination.** Except as provided in Article 19.1, the condominium  
15 form of ownership may be terminated pursuant to a plan of termination approved by at least  
16 eighty percent (80%) of the entire Voting Interests of the Condominium. It is the intent of this  
17 provision to incorporate the provisions of Section 718.117(3) of the Act.

18           **19.3 Procedures for Termination and Sale.** The termination of the Condominium  
19 via any of the methods set forth herein shall be as set forth in Section 718.117 of the Act.

20           **19.4 Amendment.** This Article 19 may be amended in the same manner in which this  
21 Declaration may be amended generally, as set forth in Article 19.

22 **20. CONDEMNATION.**

23           **20.1 Awards.** The taking of all or any part of the Condominium Property by  
24 condemnation or eminent domain shall be deemed to be a Casualty to the portion taken, and the  
25 awards for that taking shall be deemed to be proceeds from insurance on account of the  
26 Casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall  
27 deposit the awards with the Association, and if any fail to do so, a Special Assessment shall be  
28 made against a defaulting Unit Owner in the amount of this award, or the amount of the award  
29 shall be set off against any sums payable to that Unit Owner.

30           **20.2 Determination Whether to Continue Condominium.** Whether the  
31 Condominium will be continued after condemnation will be decided in the same manner as  
32 Repair After Casualty as set forth in Article 13.

33           **20.3 Distribution of Funds.** If the Condominium is terminated after condemnation,  
34 the proceeds of all awards and Special Assessments will be owned and distributed in the manner  
35 provided for insurance proceeds when the Condominium is terminated after a Casualty. If the  
36 Condominium is not terminated after condemnation, the size of the Condominium may be

1 reduced. The Owners of condemned Units, if any, will share in awards and Special Assessments  
2 as provided below.

3 **20.4 Association as Agent.** The Association is hereby irrevocably appointed as each  
4 Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning  
5 authority for the purpose of realizing just compensation for the taking.

6 **20.5 Units Reduced but Habitable.** If the taking reduces the size of a Unit and the  
7 remaining portion of the Unit can be made habitable, the awards for the taking of a portion of  
8 that Unit shall be used for the following purposes in the order stated, and the following changes  
9 shall be effected in the Condominium.

10 **20.5.1 Restoration of Unit.** The Unit shall be made habitable. If the cost of the  
11 restoration exceeds the amount of the award, the additional funds required shall be assessed against  
12 the Owner of the Unit.

13 **20.5.2 Distribution of Surplus.** The balance of the award, if any, shall be  
14 distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made  
15 payable jointly to the Owner and mortgagee(s).

16 **20.5.3 Adjustment of Shares in Common Elements.** If the floor area of a Unit is  
17 reduced by the taking, the number representing the share in the Common Elements appurtenant to  
18 the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the  
19 taking, and then the shares of all Unit Owners in the Common Elements shall be restated as  
20 percentages of the total of the numbers representing their original shares as reduced by the taking.

21 **20.6 Units Not Habitable.** If the taking of any entire Unit or so reduces the size of  
22 the Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for  
23 the following purposes in the order stated, and the following changes shall be effected in the  
24 Condominium:

25 **20.6.1 Payment of Award.** The condemnation award immediately prior to the  
26 taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance  
27 being made payable jointly to the Owner and mortgagee(s).

28 **20.6.2 Addition to Common Elements.** If possible and practical, the remaining  
29 portion of the Unit shall become a part of the Common Elements and shall be placed in condition  
30 for use by all Unit Owners in the manner approved by the Board.

31 **20.6.3 Assessments.** If the amount of the award for the taking is not sufficient to  
32 pay the fair market value of the condemned Unit to the Unit Owner and to recondition the  
33 remaining portion of the Unit, the amount required for those purposes shall be raised by Special  
34 Assessment against all of the Unit Owners who will continue as Owners of any Unit after the  
35 changes in the Condominium effected by the taking. The Assessments shall be made in proportion  
36 to the shares of those Owners in the Common Expenses after the changes effected by the taking.

1           **20.7 Taking of Common Elements.** Awards for the taking of Common Elements  
2 shall be used to make the remaining portion of the Common Elements usable in the manner  
3 approved by the Board. The balance of such awards, if any, may be returned to the Unit Owners  
4 or used by the Association as the Board may determine.

5           **20.8 Amendment of Declaration.** The changes in Units, in the Common Elements  
6 and in the ownership of the Common Elements that are necessitated by condemnation, shall be  
7 evidenced by an amendment of the Declaration of Condominium that need be approved only  
8 by a majority of all Directors of the Board.

9 **21. EMERGENCY POWERS.**

10           **21.1 Additional Board Authority.** In addition to other authority granted by law and  
11 the Condominium Documents, the Board has the following power and authority in connection  
12 with emergency conditions:

13           **21.1.1** To determine after a Casualty whether the Condominium Property or  
14 portions thereof can be safely used or occupied, which decision shall not be conclusive as to the  
15 determination of habitability. Such decision shall be based upon the advice of emergency  
16 management officials or a licensed professional.

17           **21.1.2** To declare any portion of the Condominium Property or Association  
18 Property unavailable for use, occupancy, or presence upon by Unit Owners, Family members,  
19 Tenants, Guests, or Invitees (and to distinguish between such groups) after a Casualty, including  
20 during the rebuilding process. Such decision by the Board is based upon the advice of emergency  
21 management officials, governmental authority or a licensed professional and can be made only if  
22 necessary, to protect against liability to or the health, safety, or welfare of the Association, Unit  
23 Owners, Family members, Tenants, Guests, or Invitees.

24           **21.1.3** To mitigate damage including taking action to prevent the spread of fungus  
25 (including, but not limited to, mold and mildew) including tearing out drywall and carpet (even if  
26 the Unit Owner is obligated to insure and/or replace those items) and removing personal property  
27 from the Unit and disposing of damaged property or storing such property on-site or at an offsite  
28 location, with Unit Owners responsible for reimbursing the Association for items for which the  
29 Unit Owner is responsible but which may be necessary to prevent further damage. The Association  
30 bears no liability for such actions, if taken in good faith.

31           **21.1.4** To contract on behalf of Unit Owners, with said Unit Owners responsible  
32 to reimburse the Association for items for which the Unit Owner is responsible, but which may be  
33 necessary to mitigate or prevent further damage. Without limitation, this includes debris removal,  
34 dry-out of Units and replacement of damaged air conditioners when necessary to provide climate  
35 control in the Units. The Unit Owner is responsible to reimburse the Association within ten (10)  
36 days of the Association's invoice. The Association's right to payment shall be secured by a  
37 Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the  
38 Association to recover interest, late fees, attorneys' fees, and other costs and expenses of  
39 collection.

1           **21.1.5** To implement disaster protocols prior to, during, or after an impending  
2 disaster or state of emergency including, but not limited to, shutting down elevators, electricity,  
3 security systems, and air conditioners.

4           **21.1.6** To adopt, by Board action, emergency assessments with such notice deemed  
5 practicable by the Board.

6           **21.1.7** To adopt emergency Rules and Regulations governing the use and  
7 occupancy of the Units, Common Elements, Limited Common Elements, and Association  
8 property, with notice given only to those Directors with whom it is practicable to communicate.

9           **21.1.8** To enter into agreements with local counties and municipalities to assist  
10 counties and municipalities with debris removal.

11           **21.1.9** To exercise all emergency powers set forth in the Act.

12           **21.2** In addition to all applicable emergency powers conferred by law and these  
13 Condominium Documents, the Board shall have all of the powers in the preceding sections of  
14 this paragraph, plus the following powers if a state of emergency has been declared by any  
15 governmental entity or official with authority applicable to the locale in which the  
16 Condominium is located regarding any infectious disease outbreak, pandemic, biological or  
17 chemical contamination, including sewage, or similar public health risks:

18           **21.2.1** To close the Condominium Property to Guests and Invitees, including non-  
19 resident family members, guests and contractors, excepting such essential contractors as the Board  
20 may determine appropriate.

21           **21.2.2** To close all non-essential facilities on the Condominium Property,  
22 including recreational and social facilities.

23           **21.2.3** To restrict or ban entry onto the Condominium by Guests and Invitees if  
24 deemed necessary by the Board.

25           **21.2.4** To enact and implement restrictions, protocols and procedures the Board  
26 may deem appropriate, including, but not limited to, requiring the use of gloves, masks and other  
27 protective equipment, quarantines, restrictions or moratoriums on move ins/move outs, restrictions  
28 or moratoriums on occupancy by Unit Owners, Tenants or Guests if such occupancy presents a  
29 health risk, as determined by the Board. The Board may enact or continue requirements regarding  
30 use of masks and other personal protective equipment, social distancing, limits on facility use or  
31 facility closure, even where a previously declared state of emergency has expired, where the Board  
32 finds such requirements to be in the best interests of the Association and the Residents of the  
33 Condominium. To enact any other rules and regulations as approved by a majority of the Board as  
34 the Board determines is in the best interests of the health, safety and welfare of Association, the  
35 Unit Owners, and Residents, with as much notice as practical.

36           **21.2.6** To have all of the emergency powers as provided for in the Bylaws and  
37 Articles of Incorporation.

1           **21.3** For purposes of this Article 21, an emergency shall be deemed to exist in the  
2 following circumstances:

3           **21.3.1** When the locale in which the Condominium is under a tropical storm or  
4 hurricane watch or warning.

5           **21.3.2** When the locale in which the Condominium is located is under a declared  
6 state of emergency from any governmental agency having jurisdiction related to health, safety, and  
7 welfare.

8           **21.3.3** When the Condominium Property is in danger of significant damage or has  
9 been significantly damaged, as determined by the Board, by Casualty, act of nature, or act of man,  
10 including but not limited to fires, floods, hurricanes, tropical storms or other severe weather events,  
11 floods, erosion, sinkholes, pandemics or other public health threats, or acts of war, terrorism or  
12 criminal conduct.

13           **21.3.4** The powers conferred by this Article 21 shall be in force during such time  
14 as an emergency exists, as well as an anticipation of an emergency or in response to an emergency  
15 which has resulted in damage to the Condominium Property, or which continues to present a threat  
16 to health, safety and welfare or legal liabilities to the Association.

17 **22. COMPLIANCE AND DEFAULT.**

18           **22.1 Duty to Comply; Right to Sue.** Each Unit Owner, his or her Family, Tenants,  
19 Guests, Invitees, and all Unit Occupants and the Association is governed by and shall comply  
20 with the provisions of the Act and the Condominium Documents. Actions for damages or for  
21 injunctive relief, or both, or for failure to comply may be brought by the Association or by a  
22 Unit Owner against:

23           **22.1.1** The Association. The Association may, but shall not be required to, seek  
24 enforcement of the Condominium Documents. Without limiting the intended generality of the  
25 foregoing sentence, the Board has the discretion, without further liability to the Association, to  
26 decline to take action in cases as to which legal counsel has advised of a reasonable probability of  
27 failure on the merits, or in situations which involve disputes, complaints, or allegations of violation  
28 of the Condominium Documents involving the interest of the Owners of two (2) or more different  
29 Units, including, but not limited to, noise complaints, nuisance allegations, and the like;

30           **22.1.2** A Unit Owner; or

31           **22.1.3** Anyone who occupies a Unit as a Unit Owner, Family member, Tenant,  
32 Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the  
33 Condominium Documents and damage to the Condominium Property by their Family members,  
34 Tenants, Guests, Invitees, and Unit Occupants.

35           **22.2 Attorneys' Fees.** In any legal proceeding arising out of an alleged failure of a  
36 Unit Owner, Family member, Tenant, Guest, Invitee, Occupant, or the Association to comply  
37 with the requirements of or otherwise involving the provisions of the Act or the Condominium

1 Documents, as amended from time to time, the prevailing party is permitted to recover the costs  
2 and expenses of the proceeding and a reasonable attorneys' fee before trial, at trial and on  
3 appeal, as well as in any supplementary or ancillary proceeding including but not limited to  
4 proceedings regarding entitlement to or the amount of attorneys' fees and costs awarded in  
5 action.

6 **22.3 No Election of Remedies; Remedies Cumulative.** All rights, remedies and  
7 privileges granted to the Association or Unit Owners under any terms, provisions, covenants,  
8 or conditions of the Condominium Documents shall be deemed to be cumulative, and the  
9 exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor  
10 shall it preclude the party from exercising such other additional rights, remedies, or privileges  
11 as may be granted by the Condominium Documents, or at law or in equity. It shall not be  
12 presumed that money damages shall be an adequate remedy for violations of the Condominium  
13 Documents. Where the Board determines same to be advisable, the Association may engage in  
14 lawful self-help to address violations of the Condominium Documents, including, but not  
15 limited to, the towing of vehicles

16 **22.4 Waiver of Application of Condominium Documents.** The Association has the  
17 right to waive the application of one (1) or more of the covenants or restrictions of the  
18 Condominium Documents, or to permit a deviation from said covenants or restrictions, as to  
19 any Unit where, in the discretion of the Board, hardship circumstances exist which justify such  
20 waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the  
21 Association fails to enforce violation of said covenants or restrictions, such actions or inactions  
22 shall not be deemed to prohibit nor restrict the right of the Association, or any other Person  
23 having the right to enforce said covenants or restrictions, from insisting upon strict compliance  
24 with respect to all other Units, nor shall any such actions be deemed a waiver of any of the  
25 covenants or restrictions contained in the Condominium Documents as same may be applied in  
26 the future.

27 **22.5 Notice of Lien or Suit.**

28 **22.5.1 Notice of Lien.** A Unit Owner shall give written notice to the Association  
29 of every lien upon his or her Unit, other than for permitted first mortgages, taxes and Special  
30 Assessments, within five (5) days after the Unit Owner receives actual notice of the attachment  
31 thereof.

32 **22.5.2 Notice of Suit.** A Unit Owner shall give written notice to the Association  
33 of every suit or other proceeding which may affect the title to his or her Unit, or impose liability  
34 on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

35 **22.5.3 Failure to Comply.** Failure of an Owner to comply with this Article will  
36 not affect the validity of any judicial suit; however, the failure may render the Owner liable to any  
37 party injured by such failure.

38 **23. MISCELLANEOUS PROVISIONS.**

1           **23.1 Covenants Running with the Land.** The covenants and restrictions as herein  
2 contained, or forming a part of the Condominium Documents, shall be deemed to run with the  
3 land and shall run perpetually unless terminated or amended as provided herein.

4           **23.2 Savings Clause.** If any provision of the Condominium Documents hereto, as the  
5 same now exist or as may be later amended or any portion thereof, shall be held invalid by any  
6 Court, or other governmental agency with proper authority to so hold, the validity of the  
7 remainder of said Condominium Documents shall remain in full force and effect.

8           **23.3 Heirs, Successors and Assigns.** These Condominium Documents shall be  
9 binding upon the heirs, nominees, successors in interest or title, administrators, executors and  
10 assigns of all Unit Owners. The Association shall have the right, but not the obligation to  
11 disclose any unresolved violation of the Condominium Documents to any proposed successor,  
12 assign, lienor, or other third party and shall bear no liability in connection with such disclosures.  
13 It shall be the duty of the Unit Owner intending to transfer or hypothecate title to the Unit, or  
14 transfer or pledge any legal interest in the Unit to such parties.

15           **23.4 Notices.** All notices shall be given as provided in the Bylaws.

16           **23.5 Compliance with Fair Housing Laws.** There shall be no limitation, restriction,  
17 or preference upon sale, lease, occupancy, or use of the Condominium Property based upon  
18 race, creed, color, sex, religion, national origin, handicap, familial status, or any other legally  
19 protected class. The Association may make reasonable accommodations, including reasonable  
20 waiver of the covenants and restrictions of the Condominium Documents, when necessary to  
21 afford handicapped individuals the opportunity to enjoy the Condominium premises, or to  
22 comply with other legal requirements.

23           **23.6 Conflicts.** In the event of a conflict between any provision of the Condominium  
24 Documents and the Act, the Act shall control, except in cases where the Act permits the  
25 Condominium Documents to regulate the subject, in which case the Condominium Documents  
26 will control. In the event of a conflict between this Declaration and the other Condominium  
27 Documents, same shall be governed as provided in the Bylaws.

28           **23.7 Interpretation.** The Board is responsible for interpreting the provisions of the  
29 Condominium Documents. The Board's interpretations shall be binding upon all parties unless  
30 wholly unreasonable. A written opinion rendered by Association's legal counsel that an  
31 interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the  
32 interpretation as valid.

33           **23.8 Captions and Headings.** The headings and captions used in the Condominium  
34 Documents are solely for convenience sake and shall not be considered a limitation of any  
35 nature in interpreting the Condominium Documents.

36           **23.9 Waiver.** The failure of the Association to enforce any right, provision, covenant  
37 or condition which may be granted by the Condominium Documents shall not constitute a  
38 waiver of the right of the Association to enforce such right, provision, covenant or condition in  
39 the future.

1           **23.10 Plurality; Gender.** Wherever the context so permits, the singular includes the  
2 plural, the plural includes the singular, and the use of any gender includes all or no genders.

3           **23.11 Ratification.** Should any act of the Association be subject to any legal or other  
4 challenge or controversy as to whether the act was properly approved or handled, the Board  
5 shall have the authority, but not the obligation, to submit that act to a ratification vote by such  
6 body and subject to such voting requirements as the Board considers appropriate. Any  
7 ratification or attempted ratification shall not be considered an admission by the Association  
8 that the complained of act was not properly approved in the first instance. Any act of ratification  
9 shall be deemed to relate back to the original act for all purposes.

10           **23.12 Construction.** The Condominium Documents shall be liberally construed so as  
11 to effectuate their intent and facilitate the efficient operation of the Association, which is  
12 managed by an unpaid, volunteer Board.