

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

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
GRANDE RESERVE AT PELICAN STRAND, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the original Declaration of Condominium of Grande Reserve at Pelican Strand, a Condominium (hereinafter the "Condominium") was recorded in Official Record Book 2443, at Page 2514, et. seq., of the Official Records of Collier County, Florida. That Declaration of Condominium, and any amendments thereto, is hereby further amended and is restated in its entirety.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: This Amended and Restated Declaration of Condominium (hereinafter, the "Declaration") is made by Grande Reserve at Pelican Strand Condominium Association, Inc., a Florida Corporation not for profit (hereinafter the "Association"). The land subject to this Declaration and the improvements located thereon have already been submitted and are hereby re-submitted to condominium ownership and use pursuant to Chapter 718, Florida Statutes (the "Condominium Act" or "Act"), as that statute is amended from time to time. No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners of Condominium Units. The acquisition of title to a Unit or any other interest in the Condominium Property, or the lease, occupancy, or use of any portion of a Unit or the Condominium Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

2. NAME AND ADDRESS. The Name of this condominium is GRANDE RESERVE AT PELICAN STRAND, A CONDOMINIUM. The official corporate address for the Condominium is stated in the Association's Articles.

3. DESCRIPTION OF CONDOMINIUM PROPERTY. The land, which was part of the original Condominium, and each phase added thereto by the developers to create the Condominium Property, is described in composite Exhibit A ("Land") attached hereto and made a part hereof.

4. DEFINITIONS. In addition to the definitions set out in the Condominium Act the following is the meaning of terms used in this document:

4.1 Act or Condominium Act means the Florida Condominium Act, Chapter 718, Florida Statutes, as it may be amended from time to time.

4.2 Articles mean the Amended and Restated Articles of Incorporation, attached hereto as Exhibit "C" and incorporated herein by reference, and any amendments thereto.

4.3 Association means Grande Reserve at Pelican Strand Condominium Association, Inc., a Florida corporation not for profit, the entity organized under the laws of the State of Florida to manage and operate the Condominium.

4.4 Association Property means all property, real or personal, owned or leased by the Association for use by the members.

4.5 Board means Board of Directors of the Association, who are elected in accordance with the Bylaws.

4.6 Bylaws means the Amended and Restated Bylaws of the Association, attached hereto as Exhibit "D" and incorporated herein by reference, and any amendments thereto.

4.7 Building means a structure in which certain of the Units and certain of the Common Elements are located on the Condominium Property. There may be more than one building within the Condominium Property.

4.8 Common Elements mean:

- (A) The Condominium Property, other than the Units;
- (B) Easements through the Units for conduit ducts, plumbing, wiring other facilities for furnishing of utility services to the Units and the Common Elements;
- (C) An easement of support in every portion of a Unit which contributes to the support of a Building submitted to condominium ownership;
- (D) Property and installations required for the furnishing of utility services and other services for more than one Unit, the Common Elements, or a Unit other than the Unit containing the installation;
- (E) Any hallways, foyers, doors, elevators, stairwells, alarm systems, access systems or security systems not contained within a specific Unit; and
- (F) Any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

4.9 Common Surplus means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

4.10 Master Association means Pelican Strand Master Property Owners Association, Inc., a Florida corporation not for profit, organized to administer the Master Documents and having among its members, all owners of fee simple title to a parcel, home, lot or Unit that is subject to assessment by the Master Association.

4.11 Master Declaration means the Declaration of Covenants, Conditions and Restrictions for Pelican Strand Master Property Owners Association, Inc. recorded in Official Records Book 2292, Page 1637, et. seq., of the Public Records of the County, and all amendments thereto.

4.12 Master Documents mean the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, any rules and regulations promulgated by the Master Association and all of the documents and instruments referred to therein, and any amendments to any of the documents thereto.

4.13 Condominium means that the portion of the Land described in Exhibit "A" attached hereto and the improvements thereon having being submitted to condominium ownership pursuant to the original declaration, and all amendments thereto which added phases to the Condominium.

4.14 Condominium Property means the Land submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Units, Limited Common Elements and Common Elements, subject to the limitations thereof and exclusions therefrom.

4.15 County means Collier County, Florida.

4.16 Declaration means this document and any amendments or supplements hereto.

4.17 Family or Single Family shall refer to any one of the following:

- (A) One natural person.
- (B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others, and their custodial minor children.
- (C) Two or more natural persons who commonly reside together as a single housekeeping unit, not more than one (1) of whom is unrelated to the others by blood, marriage or adoption, and their custodial minor children.

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

4.18 Guest means any person who is not the Unit Owner or a lessee or a member of the Owner's or lessee's family, who is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

4.19 Unit or Condominium Unit means and refers to that portion of the Condominium Property which is subject to the exclusive ownership and is referred herein to each of the separate and identified Units delineated on the Condominium Plat (as hereafter defined).

4.20 Unit Owner or “Owner” refers to the record owner of fee simple title to each Unit, as further defined in the Condominium Act.

4.21 Institutional Mortgagee means any lending institution having a mortgage lien upon a Unit, including, but not limited to, any of the following institutions or entities:

- (A) A federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in the State of Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company, licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida;
- (B) The Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the Community as institutional lender;
- (C) Such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit;
- (D) Any “Secondary Mortgage Market Institution”, including Federal National Mortgage Association or the Federal Unit Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Unit.

4.22 Interest means the maximum non-usurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

4.23 Legal Fees mean:

- (A) Reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, including pre-suit demands or notices, through and including all trial and appellate levels and post-judgement proceedings; and
- (B) Court costs through and including all trial and appellate levels and post-judgement proceedings.

4.24 Limited Common Element means and refers to certain Common Elements, the use of which is reserved to the Unit or Units to the exclusion of other Units, such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to, the following:

- (A) any area(s) labeled as a Limited Common Element on the Condominium Plat and contiguous to a Unit or identified as being appurtenant to a Unit, such as, but not

necessarily limited to balconies, driveways and lanais;

- (B) the structure(s) located on a portion of the Building on which is located any air-conditioning equipment which serves the Unit; and
- (C) any other structure, fixture or improvement that serves a Unit or Units to the exclusion of other Units.

4.25 Assessments means the assessments for which all Unit Owners are obligated to the Association and include without limitation:

4.25.1 General Assessments, which include, but are not limited to, each Unit Owner's annual share of funds required for the payment of General Common Expenses as determined in accordance with this Declaration; and

4.25.2 Special Assessments, which include any General Common Expenses levied by the Board, in addition to the annual General Assessment, for unforeseen or unbudgeted expenses, as more particularly set forth in Section 9.13 (A) of this Declaration.

4.25.3 Specific Assessments, which include any cost or expense incurred by the Association in connection with a violation of the Condominium Documents or Master Documents by a specific Unit Owner(s), or an Owner's lessee, family, guests or invitees, and which are assessed by the Association against that specific Unit Owner(s) and the Unit, as further provided herein.

4.26 General Common Expenses or Common Expenses means common expenses for which the Unit Owners are liable to the Association as defined in the Act and as further described in section 10 of this Declaration, which are separate and distinct from common expenses which are incurred by the Master Association pursuant to the Master Documents.

4.27 Condominium Documents means in the aggregate this Declaration, the Articles, Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with this Condominium and all amendments to the foregoing.

4.29 Public Records means the Public Records of the County.

4.30 Condominium Plat means and refers to the plot plan for the Condominium attached as Exhibit "B" to this Declaration.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS.

5.1 Survey and Plot Plans. The survey exhibits attached hereto and made apart of this Declaration include the following in Exhibit "B": plot plan, survey, graphic description, Unit floor plans and legal description of the Condominium.

All of the above are hereinafter referred to as the “survey and Architectural Exhibits”.

5.2 Unit Identification. The Condominium Property consists of the land described in Exhibits “A” and “B” attached hereto that have been made a part of this Condominium from time to time, together with the buildings and other improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements. Exhibit “B” to this Declaration sets forth the building floor plans for the different types of Units in the Condominium. Each of the buildings in the Condominium is designed by an identifying number 1-21. In each of the types of buildings there are Units, each one of which is declared to be a Unit, and each Unit is designated by a three or four digit identifying number as shown on Exhibit “B”.

The aforesaid identifying number of each building, together with the three or four digit identifying number, shall legally identify that Unit. Each Unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the Condominium Documents and easements, restrictions, reservations and limitations of record.

5.3 Unit Boundaries: Each Unit shall include that part of the Building that lies within the following boundaries:

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

(i) Upper Boundaries: The upper boundary shall be the unfinished lower surface of the ceiling.

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

B. Perimetrical Boundaries: The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the concrete walls bounding the Unit, extended to their planar intersections with each other and with the upper and lower boundaries.

C. Apertures: Where there are apertures in any boundary, including but not limited to, windows and doors, the Unit boundaries shall extend to the interior unfinished surfaces of such apertures, including all frameworks thereof.

D. Additional Items Included within the Units. To the extent the following items exist for the use of a Unit, such items shall be considered part of the Unit, regardless of whether or not such item in whole or in part exists within the physical boundaries described above:

(i) all non-load bearing walls and partitions, doors, door frames, door hardware, and window panes;

(ii) all kitchen equipment and fixtures, including without limitation, ovens, refrigerators, freezers, sinks, ranges, microwaves, cabinets, dishwashers, exhaust fans and waste disposal units;

(iii) all bathroom, lavatory and plumbing fixtures and equipment, including, without limitation, sinks, cabinets, and exhaust fans;

(iv) all electrical and lighting fixtures, including, without limitation, outlets, switches, lamps, bulbs, ceiling fans, outlet boxes, switch boxes, telephone outlets, cable outlets, network outlets, security systems, smart home systems, smoke detectors, circuit breakers and circuit breaker panels;

(v) all clothes washers and dryers, water heaters, heating equipment and air conditioning, and humidity control equipment which serve a Unit; and

(vi) all floor and wall covering, including, without limitation, carpeting, tiling, wood, vinyl, laminate, porcelain, wallpaper and paint.

(vii) plumbing, electrical heating, air conditioning, and all other piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit.

E. Exceptions. As to matters not specifically covered in this Section, or in any case of conflict or ambiguity, the survey and plot plans set forth on Exhibit "B" hereto shall control in determining the boundaries of a Unit.

5.4 Limited Common Elements.

(a) Definition of Limited Common Elements. To the extent applicable and subject to the provisions of the Declaration, each Unit shall have, as Limited Common Elements appurtenant thereto, such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to, the following:

(i) any area(s) labeled as a Limited Common Element on the Condominium Plat and contiguous to a Unit or identified as being appurtenant to a Unit, such as, but not necessarily limited to, balconies and lanais;

(ii) the structure(s) located on a portion of the Building in which is located any air-conditioning equipment which serves the Unit;

(iii) the mailbox which exclusively serves a Unit; and

(iv) any private driveway and garage that is intended for the exclusive use for the Unit to which it is appurtenant.

(b) Maintenance of Limited Common Elements. The Limited Common Elements shall be maintained, repaired or replaced by the Association as part of the Common

Expenses; provided, however, that:

(i) each respective Unit Owner may utilize the portions of the balconies and lanais which are constructed adjacent to and connected with a Unit for the exclusive use of such Unit Owner, and such Unit Owners shall be responsible for (1) the maintenance, repairs and replacement of all structures pertaining thereto, including without limitation the floor, ceiling, side walls, screening and railings; and (2) the maintenance of all items placed within such balconies and lanais by such Unit Owner.

(ii) with regard to all balconies or lanais located on the rear side of the Building which contain screening and structures associated therewith, the Unit Owner shall be solely responsible for maintenance, repair, replacement and reconstruction of all portions of such screening and the structures associated therewith in accordance with the rules and regulations of the Association;

(iii) notwithstanding any obligation the Association may have to insure air conditioning systems against hazard and casualty, each Unit Owner shall be solely responsible for the maintenance, repair, and replacement of all air-conditioning equipment and all wiring and piping related thereto which exclusively serve the Unit and which are constructed on the Limited Common Elements or, as may be applicable, the Common Elements.

Should any maintenance, repair or replacement of a portion of the Limited Common Elements which is the responsibility of the Association be caused by the lessees, servants, guests, invitees or licenses of a Unit Owner, then such Unit Owner shall be responsible therefor and the Association shall have the right to levy a fine against the Owner of such Unit.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE.

6.1 Ownership of Unit. Each Unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered only as provided in and subject to the provisions of this Declaration and applicable laws.

6.2 Appurtenances to Each Unit. The ownership of each Unit shall include, and there shall pass as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Unit Owner in the Condominium property which shall include but not be limited to the following:

- (a) An undivided share in the land and other Common Elements as defined in Chapter 718.108 of the Florida Statutes and an undivided share in the Common Surplus.
- (b) Membership and voting rights in the Condominium Association, which shall be acquired and exercised as provided in the Articles and Bylaws of the Condominium Association, attached hereto as Exhibits "C" and "D", respectively.

- (c) The exclusive right to use the Limited Common Elements reserved for the Unit or Units, and the non-exclusive right to use the Common Elements.
- (d) Other appurtenances as may be provided in this Declaration and its exhibits.

The undivided share in the Common Elements and the Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

6.4 Use and Possession. A Unit Owner is entitled to exclusive use and possession of his Unit subject only to the Association's right of access provided in the Condominium Act. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Unit Owners or other persons having rights to use the Condominium Property. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and of by the rules and regulations adopted in the by the Association, through its Board of Directors, in the manner set forth in the Bylaws.

6.5 Voting. Each Unit Owner shall be a member of the Association and each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the Bylaws and the Articles of Incorporation. The total number of votes shall always be equal to the number of Units in the Condominium. Membership in the Association shall automatically terminate upon the termination of ownership of a Unit, and the subsequent Owner(s) taking title shall automatically become entitled to membership.

7. COMMON ELEMENTS: EASEMENTS.

7.1 Definition. The term "Common Elements" means all of the Land submitted to condominium ownership that is not within the Unit boundaries set forth in Section 5.2 above. The Common Elements include without limitation the following:

- (A) All portions of the buildings and other improvements on the Land outside the Units, including all Limited Common Elements.
- (B) Easements through each Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other Units or the Common Elements.
- (C) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (D) The fixtures and installations required for access and utility services to more

than one Unit or to the Common Elements.

- (E) Common drives, common parking areas, common walkways, landscaped areas, pool, amenities center and other accessory or recreation areas.

7.2 Parking Spaces. Portions of the Condominium Property contain various vehicular parking spaces. All common parking spaces shall be Common Elements and the cost of maintenance and repairs of all common parking spaces is a Common Expense. Private driveways and garages that are assigned to each Unit, as further shown on Exhibit "B", shall be considered Limited Common Elements that are an appurtenance to and run with the title to the Unit. The Association shall have the right to contract for towing services if needed to enforce its rules and restrictions pertaining to parking or storage of vehicles, the cost of which shall be a Specific Assessment against the responsible Owner. If the Association elects to authorize towing of vehicles parked or stored in violation of its rules and regulations, the Association shall comply with section 715.07, Florida Statutes, and applicable local ordinances.

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

- (A) Easement of Support. There shall be an easement of support in every portion of a Unit which contributes to the support of any other Unit or Common Element or Limited Common Element.
- (B) Utility and other Easements. Easements were created in the original declaration, and are hereby re-affirmed, over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements, provided that such easements do not interfere with the residential use of the Units. The Association further has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, and to grant easements or relocate any existing easements in any portion of the Common Elements or Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

- (C) Utility Providers. Easements were reserved in the original declaration, and are hereby re-affirmed, for the respective utility providers under, through, across and over the Condominium Property as may be required from time to time for the construction, use, maintenance and operation of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium. Such easements were granted to the Association with the power of assignment.
- (D) Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (E) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
- (F) Natural Growth and Overhanging Troughs and Gutters. There shall be easements for overhanging natural growth of trees and shrubbery over the Units, Common Elements and Limited Common Elements. There shall be easements for overhanging troughs and gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Units, Common Elements and Limited Common Elements.

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

8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Limited Common Elements means and refers to certain Common Elements that have been designated as Limited Common Elements, which are reserved for the use of a particular Unit or Units, to the exclusion of other Units. The Limited Common Elements and the Units to which their use has been designated are as described herein and as further identified on the attached Survey and Architectural Exhibits. The following Common Elements are hereby designated as Limited Common Elements:

- (A) Garages and Driveways. Included with each Unit as a Limited Common Element is a garage. Unit Owners shall be responsible for maintenance

and repair of the interior of their garages. No garage may be permanently enclosed or converted to another use. Also included as Limited Common Element is the driveway and parking space(s) outside of the garage, which shall be maintained by the Association.

- (B) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced solely at the expense of the Owner of the Unit.
- (C) Screened Lanais, Courtyards or Terraces, Entry Porches and Stairways. Any screened lanai, courtyard, terrace, entry porch, walkway and stairway attached to and serving exclusively each Unit shall be a Limited Common Element. The Unit Owner shall be responsible for day-to-day cleaning and care, and the cost of maintaining, including painting, of all lanai surfaces including floor, walls and ceiling in addition to painting and maintenance of wall and ceiling finishes. The maintenance, repair or replacement and insurance of floor covering shall be the responsibility of the Unit Owner. Day-to-day maintenance of any balconies which provide ingress and egress to more than one Unit shall be the responsibility of the Condominium Association.
- (D) Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not. This paragraph includes windows, window glass, screens, or other transparent or translucent material and doors, including all hardware casings and framings therefor.

8.2 Exclusive Use: Transfer of Use Rights. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. If the exclusive use of any assignable Limited Common Element was not, for any reasons, assigned to the use of a specific Unit or Units by the developer of the Condominium, the Association may do so, or may designate another use. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it except with the prior written approval of the Association.

9. **ASSOCIATION:** The operation of the Condominium is by Grande Reserve at The Strand Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

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

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

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property or employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership and Voting. The members of the Association shall be the record owners of legal title to the Units, and the rights appurtenant to membership, including voting, are governed by the Bylaws.

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

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose reasonable fees for the use of Common Elements or Association Property, including without limitation reasonable fees for lessees and guests. Provided the provisions of the Condominium Act are followed, the Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.

9.7 Official Records. The Association shall maintain its Official Records, and the records shall be open for inspection and copying by members or their authorized representative(s). Any unit owner wishing to inspect and copy the Association's official records shall submit a written request to the Association's management office. Acceptable methods of transmission shall be U.S. mail, hand delivery, facsimile or email. See the Association's Rules and Regulations for more detail.

9.8 Purchase of Units. The Association has the power to purchase one or more Units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors without the need for authorization by the Unit Owners.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of

Directors. The power to acquire interests in real property shall be exercised by the Board of Directors, but only after obtaining approval by at least two-thirds (2/3) of the total voting interests in the Condominium at a special meeting called for that purpose.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, leased or otherwise encumbered by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Unit Owner's. Any real property owned by the Association may be conveyed by the Board of Directors, but only after obtaining approval by at least two-thirds (2/3) of the total voting interests in the Condominium at a special meeting called for that purpose. The Board of Directors shall have the authority to convey personal property without the need for authorization by the Unit Owners.

9.11 Roster. The Association shall maintain a current roster of Unit Owners, subject to any limitations in the Condominium Act.

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair Condominium or Association property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair of the Condominium or Association Property, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

9.13 Special Assessments and Material Alterations.

A. Special Assessments. In addition to other Assessments, the Association by vote of the Board may levy Special Assessments, for unbudgeted operating expenses, emergency operating needs, reconstruction, unexpected repair or replacement of a capital improvement, or for any other expenditure approved by the Board that is unbudgeted and related to the necessary maintenance, repair or replacement of existing Common Elements or other capital improvements maintained by the Association. A Special Assessment shall become due and payable according to reasonable terms and conditions as set forth at the discretion of the Board. Special Assessments need not be levied at a uniform rate, but may be allocated to specific Units which are specially benefited by the Special Assessment.

B. Material Alterations. The Board shall also have the authority to levy a Special Assessment or otherwise approve funding for a material alteration of or significant addition to the Common Elements, without approval from the Members, provided such alteration does not involve a total expenditure of more than five percent (5%) of the Association's annual budget, including reserves, in any fiscal year. Any material alteration of the Common Elements that will cost more than five percent (5%) of the Association's annual budget, including reserves, whether funded by Special Assessment or other sources of funding, shall first be approved by at least two-thirds (2/3) of the members present and voting in person or by proxy at a Members meeting.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect charges and Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both Annual Assessments for each Unit's share of the Common

Expenses as set forth in the Association's annual budget, and Special Assessments for unusual, nonrecurring or unbudgeted expenses as further provided in Section 9.13 above. The Association may also levy Specific Assessments against any individual Unit for any amounts, other than for Common Expenses, which are properly chargeable against such Unit under these Condominium Documents. Annual Assessments, Special Assessments, Specific Assessments and any other charge properly levied by the Association shall collectively be referred to as "Assessments". The Association shall collect all assessments and other sums due the Master Association if required of it by the Master Association. The Association shall remit the assessments to the Master Association pursuant to such procedures as may be adopted by the Master Association. If so required by the Master Association, assessments due the Master Association by the Association shall be a common expense. The above-referenced Assessments and charges shall be levied and payment enforced as provided in the Bylaws, and as follows:

10.1 Common Expenses. Common Expenses include all expenses for the operation, maintenance, repair or replacement of the Common Elements and Condominium Association Property, the expenses of operating the Condominium Association and any other expenses properly incurred by the Condominium Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of water, sewer service and trash removal shall also be a Common Expense.

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

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law. The Owner shall be responsible for notifying the Association and/or management company of any mailing address changes if they will not be present to receive notices at their Unit.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Whenever title to a Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all Assessments, interest, late fees, attorneys' fees and costs which came due prior to the transfer and remain unpaid, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner. For the purposes of this paragraph, the term "previous Owner" does not include the Association if it acquires title to a delinquent Unit through foreclosure of its lien or by deed in lieu of foreclosure.

10.5 No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the Assessments are made, or by interruption in the availability of the Unit of the Common Elements for any reason whatsoever. Assessment invoices may be provided as a courtesy only and non-receipt is not a defense against timely payment. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise

proportionately excused from payment, except as otherwise provided in Section 19.3 below as to certain mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon not paid within fifteen (15) days after the date due shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition, the Association may charge an administrative late fee, not to exceed the greater of twenty-five (25) dollars or 5% of each delinquent assessment. Assessments shall be deemed paid when received by the Association. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Regardless of any restrictive endorsement on or accompanying a payment, all payments made by or on behalf of a Unit Owner shall be applied first to Interest, then to late payment fees, then to costs (including but not limited to collection charges imposed by the management company, attorneys and court) and attorney's fees, and finally to delinquent Assessments. No partial or disputed payments accepted by the Association shall be considered an "accord and satisfaction". No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any lessee occupying the Unit during any period in which Assessments for the Unit are delinquent to pay all rents to the Association until the Owner of the Unit is no longer delinquent, and the Association and lessee shall have the other rights and protections as further provided in section 718.116 of the Condominium Act.

10.7 Acceleration. If any Assessment as to a Unit becomes past due, and a claim of lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the claim of lien was recorded in the public records. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with Interest on the entire balance, attorney's fees and costs as provided by law, and said claim of lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each Unit securing payment of past due Assessments, including without limitation Interest and attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. Except as otherwise provided by Section 718.116 of the Condominium Act, the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. The lien is in effect until barred by law. The claim of lien secures all unpaid Assessments, interest, late fees, attorneys' fees and costs which may accrue subsequent to the recording of the claim of lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as

otherwise expressly provided by the Condominium Act. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights. If a foreclosure action is brought against the Owner of a Condominium Unit and the interest of the Owner in the Condominium Unit is sold, the Condominium Owner's Membership shall be cancelled and membership shall be issued at the foreclosure sale.

10.11 Lien for Specific Owner Charges. There is hereby created a common law and contractual lien to secure payment of any charge for any service which the Association provides for an individual Owner and which is not otherwise secured by the statutory lien for Common Expenses. Such charges are known as Specific Assessments. By way of example, but not limitation, a lien for charges exists to secure repayment to the Association when it must remove or reinstall Owner installed alterations or perform Owner maintenance responsibilities, or address emergency situations on behalf of a Unit Owner, such as water extraction from a Unit, or when the Association otherwise incurs an expense to cause compliance with Condominium or Master Documents or to correct the improper conduct of a Unit Owner or his lessees, family, invitees or agents, including without limitation reasonable legal fees and costs incurred in preparation for litigation. The lien for charges shall be of equal priority to a Common Expense lien and shall be foreclosed in the same manner. The lien shall also secure interest, late charges, attorney's fees and costs incurred by the Association.

10.12 Certificate as to Assessments. Within ten (10) days after request by a Unit Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to the Unit have been paid. A fee of up to the maximum amount permitted by law may be charged for issuance of an estoppel letter.

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

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

- (A) Maintenance, repair and replacement of all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of any and all utility services including the operation of the drainage and storm water management system and the maintenance of sanitary water and sewer service laterals leading to the Units if the same are not maintained by the appropriate utility company, excluding however appliances, wiring, plumbing fixtures and other facilities within a Unit.

- (B) Maintenance, repair and replacement of all facilities and improvements on the Common Elements and the Association Property, including parking spaces, driveways, amenities center, landscaping, streets and drives.
- (C) Maintenance and repair of all perimeter walls of the buildings containing the Units, including the exterior walls and concrete slabs contained within screened lanais and balconies, but excluding the screened enclosure itself which shall be the responsibility of the Unit Owner.
- (D) Maintenance, repair and replacement of columns, and roofs and sky lights covering the Units.
- (E) Any other improvements on the Condominium Property not specifically designated hereunder or in the Condominium Act to be the responsibility of the Unit Owners.
- (F) Perimeter drywall when damaged due to an insurable event in accordance with section 718.111 of the Act.
- (G) Drywall damage due to building structural system failures resulting in water/sewage damage (rain/water/sewage leakage from roof, sky lights, exterior perimeter walls, concrete flooring, common sewage lines, common air condensate lines, common water supply lines).
- (H) Common shared air conditioning condensate drain lines and common shared sewage and waste supply lines and waste water drain lines.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and servicing only that Unit. It also does not include those Common Elements that are the responsibility of the Master Association pursuant to the Master Documents.

11.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain Limited Common Elements. The Owner's responsibilities include, without limitation, maintenance, repair and replacement of the following:

- (A) All window panes and hardware.
- (B) All exterior doors, castings and hardware thereof.
- (C) All other doors within or affording access to the Unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or serving only the Unit, including lightbulbs.
- (E) The circuit breaker panel and all electrical wiring going into the Unit from

the panel.

- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively, including any portions thereof which may be located outside of the boundaries of the Unit.
- (H) Carpeting and other floor coverings.
- (I) Garage interior, garage doors (excluding periodic exterior garage door repainting) and appurtenant equipment.
- (J) Shower pans.
- (K) The main interior water supply shut-off valve for the Unit.
- (L) Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.
- (M) All drywall repairs and replacement not the responsibility of the Association under Sections 11.1(F) and 11.1(G).
- (N) Screen and screen enclosure and doors on the lanai or balcony attached to the Unit.

11.3 Other Unit Owners Responsibilities. The Association in the exercise of its discretion may require established levels of maintenance and repair with respect to the Limited Common Elements and may reasonably regulate and control and make rules relating to the appearance, upkeep, painting and decorating and utilization of the Limited Common Elements. The Unit Owner shall have the following responsibilities:

- (A) Building Exterior. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs. Unit Owners shall not paint or otherwise decorate, alter or change the appearance of any portion of the exterior of the building, including the Common Elements, Limited Common Elements and the door or doors to the Unit, including installing an exterior storm door, unless approved as provided in this Declaration by the Association or an Architectural Review Board.
- (B) Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (C) Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, reflective film or other items, whether installed within or

outside of the Unit, visible from the exterior of the Unit, shall be white or a nearly white neutral color and shall further be subject to the rules and regulations of the Association.

- (D) Modifications and Alterations. If a Unit Owner makes any modifications, alterations, installations or additions to his Unit or the Common Elements, the Unit Owner and his successors in title shall be financially responsible for the maintenance, repair and replacement of the modifications, installations, alterations or additions, as well as the cost of repairing any damage to the Common Elements or other Units resulting from same, and any insurance that the Owner obtains, in his discretion. Alterations, modifications, installations and additions to the Unit and Common Elements (including any Limited Common Elements) must be approved by the Board of Directors. The Board may establish an Architectural Review Board, its members to be made up of Directors and non-Directors, to review proposed changes, alterations to Units, including porches, terraces, patios and balconies. Proposed changes, alteration, repairs and modifications shall be submitted to the Architectural Review Board in writing for approval at least five (5) days prior to a regularly scheduled meeting along with specific plans and the Architectural Review Board shall have thirty (30) days in which to approve or disapprove the requested alteration, change, repair or modification. If the Architectural Review Board denies an application, it shall be specific to the reasoning in its notice of denial. The Unit Owner and his or her successor in title shall be responsible for the costs of removing and replacing or reinstalling such modifications, installations, alterations or additions if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the Condominium Property. In the event of conflict, the provisions of this paragraph shall control over other more general provisions herein.
- (E) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property. The Unit Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its members from any construction liens which may attach to Common Elements and which are attributable to work performed by or for the benefit of the Unit Owner. The Board may establish rules regarding contractor access to the Condominium Property including rules regarding work hours and may require a Unit Owner to post a damage/cleaning deposit in advance of commencing any work.

11.4 Alteration of Units or Common Elements by Unit Owners. No Owner shall make or permit the making of any material alterations or substantial additions to his Unit or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be

denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board of Directors. No Owner may alter the landscaping of the Common Elements in any way.

11.5 Alterations of Common Elements and Association Property by the Association. The protection, maintenance, repair, insurance and replacement of the Common Elements and association property is the responsibility of the Association and the cost is a Common Expense. If the Board determines that work is reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property or to comply with any local, state or federal law or regulation, no prior Unit Owner approval is required even if the work constitutes a material alteration or substantial addition to the Common Elements. Otherwise, material alterations and substantial additions to the Common Elements are governed by section 9.13(B) above.

11.6 Enforcement of Maintenance. If after reasonable notice, the Owner of a Unit fails to maintain, repair or replace the Unit (or portions thereof), its appurtenant Limited Common Elements or Common Elements for which the Unit Owner as required in this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents or which has a material adverse effect on the appearance or condition of the Condominium. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner as a Specific Assessment, together with reasonable attorney's fees and other expenses or collection, if any, which expense shall be secured by a lien against the Unit and may be foreclosed in the same manner as Common Expenses. The Board is authorized to adopt and enforce a schedule of maintenance, repair and replacement for items and components for which the Unit Owners are responsible, such as but not limited to windows and doors and preparations for hurricane season. Unit Owners shall maintain, repair and replace such items and components as scheduled and directed by the Board. The Board is also authorized to adopt and enforce specifications for such items including but not limited to type, style, color, and manner of installation. If deemed necessary for the protection of the Common Elements or surrounding Units, the Board is also authorized to require reasonable upgrades, replacements and improvements to systems and equipment that exclusively serve individual Units, and which are the responsibility of the Unit Owner. This may include, but is not limited to, water supply lines and smoke detectors. The Board shall have the right to require such upgrades, replacements and improvements as a condition of approving any transfer contemplated by section 14 hereof.

11.7 Negligence: Damage Caused by Condition in Unit or Common Elements. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain his Unit, any Limited Common Element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If

any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable for the damage. Neither Association nor any Unit Owner shall be liable for any damage to the real or personal property and any improvements or betterments thereof or any injury to any person caused by water intrusion into a Unit from another Unit or the Common Elements resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source unless the Association or Unit Owner is guilty of negligence or willful or wanton misconduct. The Board of Directors shall establish a list of precautionary duties that each Unit Owner is responsible to perform designed to reduce the incidences of accidents that may cause damage to other Units or the Common Elements. Failure by the Unit Owner to perform said duties shall create a rebuttable presumption that the Unit Owner was negligent.

11.8 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing, and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control, water heater repairs, air conditioning equipment repairs, and preventive maintenance of safety equipment such as fire alarms and sprinkler systems as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association will retain a pass-key to all Units. A Unit Owner shall not alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides the Association with a key after the change is made. If the Association is not provided with a key to the Unit, the Owner shall pay all costs incurred by the Association in gaining entrance to his Unit, and also shall be responsible for any damage done to his Unit in gaining entrance thereto and shall also be liable for any damage resulting from delay in gaining entrance to his Unit caused by the unavailability of a key.

11.9 Pest Control. The Association may, in its discretion, supply pest control within or around the Units with the cost thereof being part of the Common Expenses. Should it be necessary to treat the Unit(s) for termites, each Unit Owner agrees to cooperate with the Association and vacate the Unit as is reasonably necessary to properly and safely complete the treatment.

11.10 Hurricane Season; Hurricane Shutters. Each Home Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to their departure by removing all furniture, potted plants and other movable objects, if any, from the Lanai and by designating a responsible firm or individual satisfactory to the Association to care for his or her Home should the Home suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Home Owner's expense or they shall be removed. Permanently installed, electric or manual hurricane shutters approved by the ARC that match the color of the Home that are installed to enclose the Lanai, may be kept in the closed position at all times during the year. All other permanent, electric or manual or temporary, metal or clear shutters, including but not limited to the shutters supplied by the Developer with the Home

shall only be used/closed subsequent to the issuance of a hurricane watch by the National Hurricane Center encompassing the Grande Reserve at The Strand location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

The Board will adopt hurricane specifications ("Hurricane Standards") in accordance with Florida Statutes Section 718.113(5). The Hurricane Standards will be made available to a Home Owner within five business days after the Board's receipt of a written request for such Hurricane Standards.

11.11 Preparing Unit for Vacancy. In order to better protect the common elements, the Association shall have the right (but not the obligation) to require Unit Owners to take certain steps to prepare and protect their Unit for any period of vacancy that exceeds thirty (30) days.

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

12.1 Occupancy and Use of Units.

- (A) Occupancy and Use. Each Unit shall be occupied by only one Family, its servants and guests, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use and is prohibited. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls, email or written correspondence in and from his Unit. Such uses are expressly declared customarily incidental to residential use. However, commercial activity that involves employee or customer traffic or any kind of nuisance within the Condominium Property is prohibited.

12.2 Occupancy in Absence of Owner. If the Owner and his Family who permanently reside with him are absent, and are not occupying it, and the Unit has not been leased, the Owner may permit his Unit to be occupied by his invitees only in accordance with the following: An information sheet provided by the Association must be filled out by anyone staying in a Unit for less than thirty (30) days without the Owner present. Guests or other persons staying more than thirty (30) days without the Owner present, must obtain approval that is required for leases pursuant to Section 12.4 below.

12.3 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance,

replacement, modification or repair of the Condominium Property shall be that of those responsible for the maintenance and repair of the property concerned.

12.4 Leasing and Guests.

- (A) Term and Guests. Only entire Units may be rented provided the occupancy is only by the lessee and his family and guests. No rooms may be rented and no transient tenants may be accommodated. No lease shall be for a period of less than thirty (30) days, or for more than twelve (12) months. Units cannot be leased more than three (3) times in any twelve (12) month period. Advertising a Unit for occupancy on sites such as Airbnb or VRBO is prohibited if the use or occupancy is for a period of less than thirty (30) consecutive days. All leases shall require advance written approval of the Association as provided in section 14 of this Declaration. Renewals and extensions are considered new leases that require written approval of the Association.
- (B) Regulation by Association. All of the provisions of the Master Documents and Condominium Documents, and the rules and regulations of the Association, shall be applicable and enforceable against any person occupying a Unit as a lessee or Guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Documents, designating the Association as the Owner's agent with the authority under Chapter 83, Florida Statutes, to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. Further, Owners and their tenants are jointly and severally liable for fines levied by the Association and for reasonable attorney's fees and costs incurred by the Association to enforce these provisions.
- (C) Fees and Deposits for the Lease of Units. In connection with the Board's right to approve all leases in accordance with section 14 below, the Association may charge the Owner a fee for processing a lease application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any security deposits that are authorized by the Condominium Act which shall protect against damage to the Common Elements or Association Property. A separate fee may be charged for each person who is intending to occupy the Unit under the lease except that only a single fee may be charged to a husband and wife and no extra fee may be charged for minor children.
- (D) Maximum Number of Rentals. No more than fifteen percent (15%) of the Units on the Condominium Property may be rented or leased at any given

time. This restriction shall not apply to leases in effect at the time this Declaration is recorded.

12.5 Floor Surface. Hard surface floor materials, other than those originally installed by the developer of the Condominium, such as hardwood, vinyl or ceramic tiles, may not be applied to the floor surfaces of any portion of the Unit unless there is an approved form of some sound deadening or sound insulation material meeting a minimum IIC rating of 70 according to the ASTM standards E989-89 and E492-90, or the current versions of these standards, placed between such flooring and the unfinished floor surface of the Unit. Said hard surface floor materials must be approved in writing by the Association prior to their installation. The Association may require, at Unit Owner's expense, that the Unit Owner remove any unapproved flooring materials that in the Board's opinion do not meet the above standards. The Owner's failure to comply shall authorize the Board to levy a Specific Assessment against the Unit.

12.6 Minors. Children shall be closely supervised at all times by an adult to insure that they do not injure themselves or become a source of annoyance to other residents of the Condominium. Unit Owners shall abide by the rules and regulations adopted by the Board with respect to children in the Common Elements.

12.7 Pets. The keeping of pets is a privilege not a right. A maximum of two (2) typical household pets may be kept in a Unit by Unit Owners. Keeping of pets or animals for breeding or farming purposes is prohibited. Exotic pets, including without limitation snakes and reptiles, are prohibited. No dangerous or vicious breeds including, without limitation, Pit Bulls, Rottweilers, German Shepherds, wolf hybrids, Doberman Pinschers and Chow Chows will be allowed on Condominium Property. Further, any dog that is deemed "dangerous" in accordance with Collier County Ordinance 2008-51 (as amended) will not be allowed on Condominium Property. The keeping of pets shall also comply with following conditions:

- (A) Pets shall be on a leash and under control when outside the Owner's Unit. No pets shall be permitted in the pool area, leashed or unleashed.
- (B) Messes made by pets shall be removed by Owners or handlers immediately. The Board will designate the portions of the Condominium Property that will be used to accommodate the reasonable requirements of Unit Owners who keep pets.
- (C) Pets that are vicious, aggressive, or unreasonably noisy will not be permitted in the Condominium. In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the pet, and the pet shall be removed from the Condominium Property within three (3) days.
- (D) The Board shall have the sole discretion to determine whether a pet is a dangerous or vicious breed or otherwise an unreasonable nuisance or threat to other residents.

- (E) Owners may not leave pets unattended, leashed or unleashed, outside their units in screened porches or on balconies.
- (F) Any Unit Owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each Unit Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Condominium.

12.8 Parking; Prohibited Vehicles. Each home is permitted two (2) year round vehicles plus one (1) golf cart. Additionally each home is permitted one (1) seasonal vehicle (additional seasonal vehicles may be substituted on a one for one basis in place of year round vehicles). "Seasonal" as used in this section refers to the six-month period between October 1 and April 1. No motor vehicle shall be parked on the Condominium Property except in such areas intended for that purpose and in accordance with rules and regulations established by the Association from time to time. Parking in unpaved areas and in the roadway overnight is prohibited. Trailers, boats, recreational vehicles, motor coaches/homes, campers, disabled vehicles, vehicles with missing vehicle body parts, vehicles with missing or expired tags, and commercial vehicles of whatever type, other than service vehicles temporarily present on business, shall not be parked on the Condominium Property except in an enclosed garage. No truck with a dual axle or extended wheel base or other improvements which modify a truck beyond its originally intended purpose as a family or household vehicle shall be permitted. No truck or other vehicle which has been modified to have a larger footprint or to be taller than as "factory equipped" shall be permitted. No full-size vans shall be permitted. Small mini vans and SUV's that are designated to seat no more than seven (7) passengers and which are designed for and equipped solely as private passenger vehicles that otherwise comply with the requirements of this Section shall be permitted. "Commercial vehicle" as used herein means any vehicle that displays any signage, tools, or equipment which is of a commercial nature or any vehicle, with or without signage, tools or equipment that is primarily designed to be used for commercial purposes. Pick-up trucks not exceeding one-half (1/2) ton are permitted but must be kept overnight in an enclosed garage or off the Condominium Property. Motorcycles shall not be permitted on the Condominium Property unless they are kept in an enclosed garage and not operated in a manner that constitutes a nuisance. The Association is authorized to tow or place a disabling "boot" on any vehicle violating this Section, the rules or regulations, a law or any other restriction contained in the Condominium Documents and the cost of towing and/or booting shall be the obligation of the Owner of the vehicle. No maintenance or repairs of vehicles shall be performed anywhere on the Condominium Property, with the only exception being vehicle washing on the Unit's designated brick paver area in front of the Unit's garage. Other vehicle maintenance and repairs such as battery charging or changing, replacing a flat tire, rotating tires, installing new brakes, and other regular maintenance and repairs designated by the Board of Directors is allowed inside the Unit's assigned garage with the garage door closed. Major automotive work, such as rebuilding an engine, re-painting, and body work, is not allowed.

12.9 Nuisances. No Owner shall use his Unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first-class residential condominium, nor permit the premises to be used in a disorderly or unlawful

way. No immoral, improper, offensive or unlawful use shall be made of the Association Property nor of any Unit or any part thereof. The use of each Unit shall be consistent with existing laws and the Master Documents and Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. Examples of activity that would constitute a "nuisance" include (but is not limited to) the following: a) loud, consistent noises; b) obnoxious odors; c) conditions creating or attracting an infestation of pests or rodents; and d) frequent domestic disturbances causing the arrival of emergency or police vehicles.

12.10 Signs. No person may post or display "For Sale", "For Rent", "Open House", other similar signs or any other signs of whatever type anywhere on the Condominium Property without advance written approval from the Association, including but not limited to posting or placing a sign in a Unit window, in or on a vehicle on Condominium Property or on a lanai. This provision shall not prohibit Owners from placing lock boxes at the entry to the Unit for the purposes of allowing entry by realtors and prospective purchasers or lessees.

12.11 Use of Common Elements. Common hallways, stairways, walkways and other Common Elements shall not be obstructed, littered, defaced or misused in any manner. Balconies, terraces, porches, walkways and stairways shall be used only for the purposes intended and in accordance with Rules and Regulations adopted by the Board, and they shall not be used for hanging or drying clothing, for cleaning of rugs or other household items, or for storage of bicycles or other personal property, except that bicycles may be stored in a parking space in accordance with rules and regulations adopted by the Board from time to time.

12.12 Satellite Dishes/Antennas. Except as permitted by federal law, and subject to the Association's right to approve location, satellite dishes and antennas are prohibited on any portion of the Common Elements. No aerial, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish or any wiring for any purpose may be installed on the exterior of the building in which the Unit is located.

12.13 Landscaping. The landscape maintenance company contracted by the Association will be responsible for necessary maintenance and replacement of landscaping and existing plantings. Owners (and their family members, guests, tenants and invitees) shall refrain from performing any landscaping or plantings on the Condominium Property and shall refrain from interfering with the Association's contracted landscape company.

12.14 Garages. Garages shall be used primarily for storage and parking of permitted motor vehicles or golf carts and shall not be used as storage areas (i.e. no household furniture or storage boxes). This provision is not intended to prohibit the use of garages for storage of a reasonable amount of personal property that is typically kept in a garage, including without limitation golf clubs, fishing equipment, beach chairs, holiday decorations, tools, bicycles and other similar personal items, provided however that the Owner must be able to park one (1) passenger vehicle or one (1) golf cart in the garage at all times. There shall be no "garage sales" held in the garage or driveway. Garages shall not be converted to a living area of any kind or permanently enclosed. Garage doors shall remain closed overnight, when the occupants are not in residence and when the occupants are not using the garage for permitted activities.

12.15 Estate sales. An estate sale may only be held by a professional company regularly engaged in the business of conducting estate sales. Owners must receive advance written permission from the Board before conducting such sales.

12.16 Pool and Clubhouse Area. The Pool and Cabana is the property of Grande Reserve, available for use by Grande Reserve, their tenants and guests. The hours may not be reduced without a vote of the membership. However, the Board reserves the right to increase the hours of both the Cabana and the Pool. Owners and their family, guests, tenants and invitees shall abide and observe the Rules and Regulations that govern the pool area and clubhouse. The Association has authority to fine and/or suspend Owners and their family, lessees and guests in accordance with the Condominium Act if any rules are violated and not corrected.

12.17 Outdoor Cooking. Built-in electric grills may be used on balconies and lanais provided they comply with the local county and fire codes and the Association's Rules and Regulations. Gas and charcoal grills when in use must be on brick paver parking pad at least ten (10) feet from the building. Gas grills cannot have a propane gas tank larger than a two point seven (2.7) pound canister and the maximum number of 2.7 pound canisters that can be stored inside the garage is two (2). Grills must be completely cooled off prior to storage, and can only be stored in the garage. Charcoal grills must be cooled off and emptied of all embers and residue prior to storage in garage.

12.18 Emergency Powers and Use Restrictions; Board Authority. In addition to Board authority granted by law and the governing documents, during and after a time of emergency as defined in the Bylaws, the Board shall have the following power and authority but not the duty or obligation:

- (A) To declare any portion of the Condominium Property unavailable for occupation by Owners, tenants, or guests after casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, Owners, tenants or guests.
- (B) To mitigate damage and take action to prevent the spread of fungus, mold, mildew, etc. by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items). The Association shall secure payment for same as a charge and Specific Assessments against the Unit.
- (C) To remove a Unit Owner's personal property from the Unit and to store same at an off-site facility. The Association shall secure payment for same as an Assessment and Specific Assessment against the Unit.
- (D) To contract on behalf of Unit Owners for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the

Units. The Association shall secure payment for same as a Specific Assessment against the Unit.

- (E) To, regardless of any other provision of this Declaration or the governing documents, take such action as may reasonably appear to be necessary under emergency conditions. This authority includes the authority to expend any and all available association funds, including reserves.
- (F) To implement a disaster plan prior to, during or after an impending casualty including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

12.19 Rules and Regulations. The Board shall have the authority to adopt reasonable regulations concerning the use of the Association Property and the Common Elements and Limited Common Elements. Such rules and regulations may include provisions restricting the use of the Common Elements and recreational areas to members of the Association and their families, guests, lessees and invitees. The foregoing power and authority notwithstanding the Association, and its Directors, Officers, agents and assigns shall not be liable for failing to exercise said power and authority.

12.20 Temporary Structures. No tents, trailers, storage sheds, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on the Common Areas or Limited Common Areas.

12.21 Access. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purposes other than ingress and egress to and from the premises.

12.22 Stairs and Halls. All stairways shall be used for the purposes intended and shall not be used for hanging garments or other objects or for cleaning of rugs or other household items. No wash lines of any kind will be maintained outside any Unit. No Unit Owner shall discard or permit to fall any items from the windows or the premises, nor shall they place or permit to be placed any foreign objects in the hallways, stairways and other Common Elements.

12.23 Garbage. Disposition of garbage, trash and recycled products shall be only by the use of garbage disposals in the Units or by use of receptacles approved by the Condominium Association. Sanitary containers may not be placed outside of privacy walls or any Unit except for a reasonable period for refuse or pick-up.

12.24 Fire and Other Hazards. No garbage cans, supplies, charcoal, lighter fluid, footwear, water bottles or other articles shall be placed in the halls or on the staircase landings. Nothing shall be hung from the windows, window sills, window frames, window ledges or lanais and balconies, including electronics or electronic accessories of any type; window air conditioning units or dehumidifiers including vents/exhaust outlets; flower boxes, plant hangers or any other type of flower or vegetation. Neither shall any linens, cloths, clothing, curtains, rugs, or mops be shaken out or hung out of any windows or doors. No fire exits shall be obstructed in any manner. No combustibles, including lighter fluid and gasoline, may be stored

in any Unit, Limited Common Area or Common Area except usual household cleaning supplies in the Unit and garage. No gas powered equipment, such as gas powered lawn mowers, trimmers, chain saws and blowers, or any gasoline or kerosene may be stored in any Unit, Limited Common Area or Common Area nor shall any owner be allowed to operate gas powered equipment in any Unit, Limited Common Area or Common Area, with the exception that Owners may own and store a gas powered electrical generator for use during prolonged power outages as defined in the Association's Rules & Regulations and temporarily store no more than 2 gallons of gasoline to operate a generator in the period from the time power ceases until 12 hours after power is restored.

12.25 Courtyard Umbrellas. All umbrellas set up within Limited Common Element Courtyards shall be of a uniform color, style and fabric, as established by the Board of Directors. No umbrellas shall be permitted without Board approval.

13. COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of the Master Documents and the Condominium Documents, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

13.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

13.2 Costs and Legal Fees. Any Unit Owner who fails or refuses to correct threatening, harassing or nuisance conduct, or such other violation of the Condominium Documents, following written warning and a reasonable opportunity to comply, shall be responsible for Legal Fees and expenses incurred by the Association to compel compliance. Said fees and expenses shall include pre-litigation demands and notices sent by the Association's attorney, and shall be a Specific Assessment and lien against the Unit Owner's Unit if not paid upon demand. Further, in any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Master Documents or Condominium Documents, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

13.3 Fines and Suspensions. The Association shall have the right to levy fines and suspensions against Owners and their family, lessees, guests and invitees for violations or breaches of the Master Documents or Condominium Documents, as permitted by section 718.303 of the Condominium Act.

13.4 Injunctive Relief and Other Remedies. The Association shall be entitled to pursue injunctive relief and any other remedy available at law or in equity, including without limitation eviction under Chapter 83, Florida Statutes, if the Board determines that such legal action is necessary to ensure compliance with the Master Documents or Condominium Documents, and any and all regulations adopted pursuant thereto, as they may be amended from time to time.

13.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, the Master Documents, the Condominium Documents, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the Land, which provisions each Unit Owner covenants to observe:

14.1 Transfers Subject to Approval.

- (A) Sale. No Unit Owner may dispose of a Unit or any interest in any Unit by sale without advance written approval of the Association.
- (B) Lease. No Unit Owner may dispose of a Unit or any interest in any Unit by lease without approval of the Association.
- (C) Gift. If any Unit Owner shall acquire his title by gift, the continuance of his Ownership of his Unit shall be subject to the approval of the Association.
- (D) Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his Ownership of his Unit shall be subject to the approval of the Association.
- (E) Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his Ownership of such Unit shall be subject to the approval of the Association.

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

- (A) Notice to Association.
 - (1) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require including without limitation a copy of the executed sales contract.
 - (2) Lease. A Unit Owner intending to make a bona fide lease of his Unit for a lease term that complies with this Declaration shall give

to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

- (3) Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.
- (4) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring Ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or Ownership.

(B) Certificate of Approval.

- (1) Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association in recordable form, which shall be recorded in the public records of Collier County, Florida, at the expense of the purchaser.
- (2) Lease. If the proposed transaction is a lease which requires approval, then within fifteen (15) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association and delivered to the lessee.
- (3) Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within fifteen (15) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit Owner's Ownership of his Unit. If approved, the approval shall be stated in a certificate in recordable form executed by the Association, which shall be recorded in the public records of Collier County, Florida, at the expense of the Unit Owner.

(C) Approval of Occupant. If the Unit Owner or purchaser is a corporation, partnership, trust or some other entity or two or more natural persons (other than husband and wife or domestic partners), or any combination thereof (even if only one natural person is involved), the approval of ownership shall be conditioned upon occupancy of the Unit by only a single Family as defined in this Declaration and the members of that single family shall be designated "primary occupants." Only the primary occupant(s) shall be entitled to occupy the Unit. The Unit Owner or Owners may request the Association not more than once every twelve calendar months after the date of the designation of the primary occupant(s) to approve and substitute new primary occupant(s) for the Unit. The request shall be made by duly authorized representatives of all record title Owners. Once the new primary occupant(s) has been designated, the prior primary occupant(s) shall be considered as Guests and subject to the provisions applicable to occupancy by Guests.

(D) Disapproval of Transfer for Good Cause.

(1) Approval of the Association for any transfer described in Section 14.1 above may be withheld for good cause only if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- (a) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving a sexual crime, a felony involving possession or sale of a controlled substance, a felony involving children or a felony demonstrating dishonesty or moral turpitude;
- (b) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;
- (c) The applicant has shown a history of serious financial irresponsibility, including without limitation, prior evictions, bankruptcy(s), foreclosures, poor credit score, or multiple collections accounts or bad debts;
- (c) The person seeking approval has evidenced an attitude of disregard for community rules and restrictions by his conduct as a tenant or Owner;
- (d) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process;

- (e) The person seeking approval is delinquent in the payment of Assessments, fines or other charges or is in violation of the Master Documents or Condominium Documents at the time the application is considered.
- (f) The transfer would result in the applicant having a legal, beneficial or equitable ownership or possessory interest in more than one (1) Unit at the same time.
- (g) In the case of a lease, the transfer would result in more than twenty-five percent (25%) of the Units being rented or leased.

14.3 Disapproval by Association. If the proposed transaction is disapproved by the Board in accordance with Section 14.2(D) above, the Unit Owner shall be advised of the disapproval in writing and the transfer, lease or transaction shall be null and void and shall not be made.

14.4 Exceptions. The foregoing provisions of this Section 14 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings. However, provisions of this section 14 shall not apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title.

14.5 Unauthorized Transactions. Any transfer, lease, sale or mortgage not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

15. INSURANCE. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon request. The Owner(s) of each Unit are encouraged, at his own expense, to obtain insurance coverage against damage to and loss of the contents of the Unit and comprehensive public liability. Any such policies of insurance purchased by a Unit Owner shall, where such provision is available, contain a clause providing that the insurer waives its right to subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

15.2 Required Coverage. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common

Elements, and the Condominium Property required to be insured by the Association pursuant to Section 718.111(11) of the Condominium Act, and obtain and keep in force any or all additional insurance coverage as it deems necessary. The Association shall use its best efforts to purchase and carry insurance coverage as follows (however, such coverage shall only insure the Condominium in the manner permitted by law and according to the original plans and specifications. Coverage for any alterations, improvements or modifications to Units made by Unit Owner(s) shall be the responsibility of Unit Owner(s)):

(a) Public Liability. Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of the Association, to protect the Association and the Owners of all Units, including non-owned automobiles, off-premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all Unit Owners as a group to each Unit Owner; and

(b) Workmen's Compensation. Workmen's compensation insurance to meet the requirements of law; and

(c) Flood Insurance. Flood insurance, in an amount equal to the maximum insurance replacement value (inclusive of excavation and foundation costs, but exclusive of the cost to replace equipment and fixtures within a Unit, which shall be the responsibility of the Unit Owner), if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on Units; and

(d) Fidelity Insurance. Fidelity insurance, as required by law, covering all officers and employees of the Association and any managing agent who handles Association funds; and

(e) Directors, Officers and Committee Members' Liability (Errors and Omissions).

(f) Property/Hazard. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract, which shall provide primary coverage for:

1. All portions of the Condominium Property located outside the Unit;
2. The Condominium Property located inside the Unit as such property was initially installed, or replacements thereof like kind and quality and in accordance with the original plans and specifications, or if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed; and
3. All portions of the Condominium Property for which this Declaration requires coverage by the Association.
4. Anything to the contrary notwithstanding, the terms "Condominium Property", "building", "improvements", "insurable improvements",

"Common Elements", "Association Property", or any other term found in this Declaration which defines the scope of property or casualty insurance that the Association must obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one (1) Unit. The foregoing is intended to establish the property or casualty insuring responsibilities of the Association and those of the individual Unit Owner in compliance with Section 718.111(11) of the Condominium Act, and is not intended to broaden or extend the coverage required to be afforded by law.

15.3 Optional Coverage. The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Administration of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit.

15.4 Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as General Common Expenses.

15.5 Insured. All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association as Trustee for the benefit of whoever is entitled to the proceeds. The proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit Owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit Owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

15.6 Insurer. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

15.7 Application of Insurance Proceeds. The proceeds of casualty insurance paid to the Association by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(A) Common Elements Only. The proceeds paid to the Association for loss of

or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Association to the Owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay the costs of repair, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners as a Common Expense.

- (B) Units. The proceeds paid to the Association for loss of or damage to a building containing Common Elements and one (1) or more Units shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid to the Owners of the damaged or destroyed Unit(s) and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from all Owners as a Common Expense so long as the damage to the Units is of a nature as to which the Association is required to carry insurance. If it is not, then the affected Unit Owner shall pay the cost. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Association is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing, or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a Common Expense.

15.8 Deposits After Damage. Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and

any construction bond which the Board of Administration may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one (1) or more Unit Owners, shall be deposited with the Association, not later than thirty (30) days from the day on which the Association receives the insurance proceeds.

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

16.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds received on account of the loss or damage shall be used as provided in Section 15 above. The Association shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from the Association insurance, for all portions of the Unit that it insures and/or is otherwise required to maintain, repair or replace pursuant to this Declaration or the law. The Unit Owner shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from his, her or its insurance, for all portions of the Unit and/or Limited Common Elements that the Owner insures and/or is otherwise required to maintain, repair or replace pursuant to this Declaration or the law. The foregoing notwithstanding, if the Board determines in its sole and exclusive discretion that due to the nature or the extent of the damage to the Unit or Units that it is in the best interests of the Association that all the reconstruction and repair be made by the Association then the Association shall be entitled to receive all insurance proceeds, contract for the repairs, make the repairs and thereafter distribute the excess unused proceeds of the Owner's insurance, if any, to the Owner(s).

16.2 Damage to Units and Common Elements-Less than "Very Substantial". Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial" as hereinafter defined, unless the Unit Owners vote to terminate the Condominium it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- (B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Unit Owners in proportion to their shares in the Common Elements for the deficiency. Such Special Assessments need not be approved by the Unit Owners. The proceeds from the Special Assessment shall be added to the funds available for repair and restoration of the property.

16.3 Damage to Units and Common Elements "Very Substantial". As used in the

Declaration, the term "very substantial" damage shall mean loss or damage whereby at least three-fourths (3/4) of the total Units cannot reasonably be expected to be rendered habitable within one (1) year of the casualty. Should such "very substantial" damage occur then:

- (A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Condominium Property or Association property as might be reasonable under the circumstances to protect the Condominium Property or Association Property from further damage or deterioration. This authority includes the authority to expend any and all available Association funds, including reserves.
- (B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.
- (C) A meeting of the members shall be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:
 - 1. If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a Special Assessment that exceeds fifty percent (50%) of the total annual budget for the Condominium in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless the owners otherwise vote to terminate the Condominium.
 - 2. If upon the advice of legal counsel and engineers, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of Units, or if reconstruction shall constitute economic waste or impossibility as provided in the Act, or if the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying Special Assessments exceeding fifty percent (50%) of the total annual budget for the Condominium in the fiscal year in which the casualty occurred, a vote to terminate the Condominium shall be conducted pursuant to the Act. If the Unit Owners vote against termination, the Board of Directors shall levy such Assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds

from the Special Assessments shall be added to the funds available for repair and reconstruction.

- (D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of Special Assessments required, a determination by at least two-thirds (2/3rds) of the Directors shall be conclusive, and shall be binding upon all persons.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit owners, except as otherwise provided in Section 14 above.

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

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or according to different plans and specifications approved by the Board of Directors, by the owners of at least three-fourths (3/4ths) of the Units, and by the Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the Unit Owner and his Institutional Mortgagee, if any.

17. CONDEMNATION:

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

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

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Association Property and

shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty

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

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

- (A) Restoration of Unit. The Unit shall be made habitable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.
- (B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.
- (C) Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

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

- (A) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).
- (B) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in a manner approved by the Board of Directors.

- (C) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of the continuing Units in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.
- (D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessment against Units that will continue as Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Units in the Common Elements after the changes affected by the taking.
- (E) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

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

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

18. TERMINATION: The Condominium may be terminated at any time as provided in and in accordance with the Condominium Act, as the same may be amended. If the Plan of Termination will result is less than the full satisfaction of the mortgage liens affecting the Units then all mortgagees must approve the Plan of Termination.

19. RIGHTS OF MORTGAGEES:

19.1 Approvals. Consent of the Institutional Mortgagee of a Unit shall be required for any amendment to the Declaration which would materially decrease the Unit's share of ownership of the Common Elements. Mortgagee approval shall be obtained as provided in and in accordance with F.S. 718.110(11).

19.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceeding, or very substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

19.3 Mortgage Foreclosure. If an Institutional Mortgagee holding a first mortgage of record acquires title to a Unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee of title shall be liable for the share of Common Expenses and Assessments attributable to the Unit (including without limitation Special Assessments, Specific Assessments, Capital Improvement Assessments and reasonable legal fees and costs incident to the collection process), which came due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Condominium Act, as the same may be amended from time to time. Any unpaid share of Common Expenses or Assessments for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners. No acquirer of title to a Unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of such ownership.

19.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

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

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

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

- (A) Any sixty (60) day or longer delinquency in the payment of Assessments or charges owed by the owner of any Unit on which it holds a mortgage.

- (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

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

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

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

20.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any Annual Meeting or Special Meeting called in accordance with the Bylaws where a quorum is present. The Board of Directors, without a vote of the members, may amend the Condominium Documents to correct scrivener's errors or omissions, and amend and restate the Condominium Documents in order to consolidate into one document amendment previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting.

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

20.5 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Surplus, unless all record owners of the Unit, and any Institutional Mortgagee holding a mortgage on the Unit, consent in writing to the amendment.

21. MISCELLANEOUS:

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

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

21.3 Conflicts. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

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

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

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

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

21.8 Reasonable Accommodations. Notwithstanding anything to the contrary contained herein or elsewhere, the Board of Directors shall make such reasonable accommodations in the rules, regulations and restrictions as required by Federal, State or Local Law, if such accommodations are necessary to afford a disabled person equal opportunity to enjoy and use the Condominium Property. Any such person requesting such an accommodation shall provide the Board with sufficient medical information such that the Board can make a meaningful review of the request. Once the reasonable accommodation is no longer required the Property shall only be used in conformance with the Condominium Documents.

22. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED IN THE MASTER OR CONDOMINIUM DOCUMENTS, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

22.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE

INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF.

22.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES.

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

22.4 NOTHING IN THESE CONDOMINIUM DOCUMENTS SHALL CREATE OR IMPLY A DUTY ON THE ASSOCIATION TO ENSURE OR GUARANTEE THE SAFETY AND SECURITY OF THE RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS, AND EACH OWNER AND RESIDENT HEREBY WAIVES AND HOLDS THE ASSOCIATION HARMLESS FROM ANY CLAIMS, INJURIES OR DAMAGE RELATED TO PERSONAL SAFETY AND SECURITY. EACH OWNER AND RESIDENT HEREBY ACKNOWLEDGES AND AGREES THAT THEY ARE RESPONSIBLE FOR SECURING THEIR OWN UNIT.

22.5 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE CONDOMINIUM PROPERTY SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

22.6 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

EXHIBITS

Exhibit "A" - Description of land submitted to the condominium form of ownership by the original declaration and amendments thereto.

Exhibit "B" - Survey and Plot Plans attached to the original declaration and amendments thereto.

Exhibit "C" - Amended and Restated Articles of Incorporation.

Exhibit "D" - Amended and Restated Bylaws.