

1 [condominium form of ownership and the provisions of the Act, as defined in Article 1.1 of](#)
2 [this Declaration.](#)

3
4 ~~The Association, as representatives of the owners of units in Windsor West~~
5 ~~Condominium, pursuant to the amendment powers contained in the Condominium~~
6 ~~Declaration, after proper notice and discussion, and after recommendation by the Board of~~
7 ~~Directors for the Condominium and after receiving an affirmative vote of not less than~~
8 ~~seventy-five (75%) percent of the Membership Interests, file this Restated Condominium~~
9 ~~Declaration, executed by the President and Secretary of Windsor West Condominium~~
10 ~~Association, Inc. revising the Condominium Declaration for Windsor West.~~

11 ~~1. CONFIRMATION OF PRIOR STATEMENT OF CONDOMINIUM SUBMISSION: The owners of~~
12 ~~units of Windsor West Condominium do hereby confirm the submission statement of~~
13 ~~Condominium as reflected in the recording of the original Declaration of Condominium~~
14 ~~dated July 5, 1979, recorded in Official Record Book 1360, Page 2230, Public Records of Lee~~
15 ~~County, Florida:~~

16 ~~2. NAME - PLAN OF DEVELOPMENT: There is constructed a total of 106 single family~~
17 ~~residential units and associated improvements designated Windsor West Condominium:~~

18 ~~3. NAME - ASSOCIATION: The name of the Condominium Association is Windsor West~~
19 ~~Condominium Association, Inc. This Association is incorporated as a non-profit Florida~~
20 ~~corporation:~~

21 ~~4.1. DEFINITIONS: As used in this Declaration or elsewhere in the Condominium Documents,~~
22 ~~unless otherwise provided, and regardless of whether capitalized or not, the terms used are~~
23 ~~as defined in the Act and as set forth below: The terms used herein shall have the meaning~~
24 ~~stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows, unless the~~
25 ~~context otherwise requires:~~

26 ~~[1.1 ACT or CONDOMINIUM ACT means, except where specifically stated to the](#)~~
27 ~~[contrary, the Florida Condominium Act \(Chapter 718, Florida Statutes\), as it now exists or as](#)~~
28 ~~[it may be amended from time to time, including the definitions therein contained.](#)~~

29 ~~[1.2 ARTICLES means the Articles of Incorporation attached as Exhibit "B," as may be](#)~~
30 ~~[amended from time to time.](#)~~

31 ~~[4.1.3 ASSESSMENT -Tmeans](#) the share of the funds required for the payment of~~
32 ~~[common-Common expenses-Expenses,](#) which from time to time is assessed against ~~a unit~~~~
33 ~~[ownerUnits.](#) Assessments may also be made for [Limited Common Expenses and Charges.](#)~~

1 4.21.4 ASSOCIATION ~~=~~means WINDSOR WEST CONDOMNIUM ASSOCIATION, INC.,
2 a Florida Corporation Not for Profit, ~~The Corporation~~the entity responsible for the operation
3 of the Condominium.

4 4.31.5 ASSOCIATION PROPERTY ~~-A~~means all property, ~~real or personal,~~ owned by
5 the Association for the use and benefit of the Unit Owners.

6 4.41.6 BOARD OF DIRECTORS OR DIRECTORS ~~OF OR~~ BOARD means the
7 representative body which is responsible for the administration of the Association's affairs,
8 and which is the same body that is sometimes referred to in the Act as the "Board of
9 Administration." ~~=The Board of Directors responsible for administration of the Association.~~

10 1.7 BUILDING means the structure in which the Units and portions of the Common
11 Elements are located.

12 1.8 BYLAWS mean the Bylaws of the Association attached as Exhibit "C," as may be
13 amended from time to time.

14 1.9 CASUALTY for the purposes of this Declaration, and not for the purpose of
15 construing coverage between any insurer and insured, means an event which causes
16 damage to the Condominium Property due to some sudden, fortuitous cause, whether
17 natural or man-made, including (but not limited to) fire, flood, tidal surges and waves, hail,
18 wind, rain, vandalism, acts of terrorism or civil unrest, explosion, or bursting pipes, but does
19 not include progressive decay or corrosion, or slow or continuous leaks.

20 1.10 CHARGE means any legal or equitable indebtedness or monetary obligation of a
21 Unit Owner to the Association, or other sums owed to or due to the Association from a Unit
22 Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit
23 Owner, other than Assessments for Common Expenses, which the Unit Owner is obligated
24 to pay to the Association. Said obligations may arise by oral or written contract, by law or in
25 equity, or may be created by these Condominium Documents.

26 1.11 COMMITTEE means a group of Board members, Unit Owners, or Board members
27 and/or Unit Owners and/or other Persons appointed by the Board to make reports or
28 recommendations to the Board, to take action on behalf of the Board, or to take such actions
29 as the Resolution creating the Committee, or the Directors of the Board, may dictate.

30 1.12 COMMON ELEMENTS means and includes:

31 1.12.1 The portions of the Condominium Property not included within the
32 Units.

1 1.12.2 Easements through Units for conduits, ducts, plumbing, wiring and
2 other facilities for the furnishing of Utility and other services to Units and the Common
3 Elements.

4 1.12.3 An easement of support in every portion of a Unit that contributes to
5 the support of the Building, including, but not limited to, all load bearing interior walls within
6 the Units.

7 1.12.4 The property and installations required for the furnishing of Utility
8 Services and other services to more than one (1) Unit or to the Common Elements.

9 1.12.5 Any other parts of the Condominium Property designated as Common
10 Elements in this Declaration, including all riparian and littoral rights to any submerged lands
11 that are part of, or borders, the Condominium Property.

12 ~~4.5 COMMON ELEMENTS - The portions of the property submitted to condominium~~
13 ~~ownership and not included in the units as defined in Florida Statutes 718.108, including:~~

14 ~~4.6 The land.~~

15 ~~4.7 All parts of the improvements which are not included within the units.~~

16 ~~4.8 Easements.~~

17 ~~4.9 Installation for the furnishing of services to more than one unit or to the common~~
18 ~~elements, such as electricity, water, and sewer.~~

19 ~~4.10~~ 1.13 COMMON EXPENSES - means those expenses for which Unit Owners are
20 liable to the Association, including, but not limited to, expenses of administration,
21 maintenance, operation, repair, and replacement of Common Elements, and such other
22 expenses as may be declared expenses either by this Declaration, the Articles of
23 Incorporation, the Bylaws or by the Association. Bulk interior pest control for Units, if
24 provided by the Association is a Common Expense. Common Expenses include, but are not
25 limited to, such items as cost of premiums for property and public liability insurance, repairs,
26 replacements and expenses of upkeep, lawn service, utility bills and governmental services
27 (including, but not limited to, water, sewer, electricity and trash collection) that are not
28 separately metered or billed to individual Units, pool service, recreational facilities and
29 activities, janitor service, accounting and legal fees, wages and fees for managerial and
30 other services, and reasonable and adequate reserves, all as may be required in the
31 maintenance and management of this Condominium. The expenses of Communications
32 Services are specifically considered a Common Expense, if so designated by the Board with
33 the costs of said services equally assessed to all Units, as permitted by the Act. Common

1 Expenses also include reasonable insurance for Directors and Officers, road maintenance
2 and operation expenses, and security services, which are reasonably related to the general
3 benefit of the Unit Owners even if such expenses do not attach to the Common Elements or
4 Condominium Property. Common Expenses also include the expenses of any items or
5 services required by any federal, state, or local governmental entity to be installed, or
6 supplied to the Condominium Property by the Association, including, but not limited to, fire
7 safety equipment or water and sewer service where a master meter services the
8 Condominium, and where said services are not separately metered to the Units. Common
9 Expenses also include maintenance of property outside of the Condominium Property and
10 participating in governmental proceedings or otherwise contesting the development or use
11 of property outside the Condominium Property, where the Board finds a nexus to the value
12 of Units in the Condominium.

13 ~~All expense and assessments properly incurred by the Association for the~~
14 ~~Condominium and such expenses as may be declared to be common expenses by this~~
15 ~~Declaration. The cost of providing cable television under a bulk service contract, should one~~
16 ~~exist, shall be a common expense.~~

17 ~~4.11~~1.14 COMMON SURPLUS means the excess of all receipts of the Association,
18 including, but not limited to, Assessments, rents, profits and revenues on account of the
19 Common Elements, above the amount of the Common Expenses. Common Surplus shall
20 be owned in the same undivided percentages as Common Elements are owned.~~The excess~~
21 ~~of all receipts of the Association over the common expenses.~~

22 1.15 COMMUNICATION SERVICES means those services described in Section
23 202.11, Florida Statutes (2025), and for the purpose of this Declaration, includes but are not
24 limited to, bulk video, voice, or internet services.

25 ~~4.12~~1.16 CONDOMINIUM DOCUMENTS means this Declaration; the Plats, which are
26 described above and incorporated as part of this Declaration by reference, attached as
27 Exhibit "A;" Articles of Incorporation of Windsor West Condominium Association, Inc.
28 attached as Exhibit "B;" Bylaws attached as Exhibit "C;" and Rules and Regulations. The
29 Rules and Regulations need not (but may) be recorded in the Public Records of Lee County,
30 Florida, in order to be valid.~~This Declaration and its attached exhibits which set forth the~~
31 ~~nature of the property rights in the Condominium and the covenants running with the land~~
32 ~~which govern these rights. All the condominium documents shall be subject to the~~
33 ~~provisions of the Declaration and their order of precedence shall be as follows: (1)~~
34 ~~Declaration; (2) Articles of Incorporation; (3) Bylaws; (4) Rules and Regulations, if any.~~

1 ~~4.13~~1.17 CONDOMINIUM PARCEL means a Unit together with the undivided share in
2 the Common Elements which is appurtenant to said Unit and when the context permits, the
3 term includes all of the appurtenances to the Unit. ~~-A unit together with the undivided share~~
4 ~~in the common elements which is appurtenant to the unit.~~

5 ~~4.14~~1.18 CONDOMINIUM PROPERTY means the land and property interests
6 subjected to condominium ownership under this Declaration, all improvements on the land
7 as depicted in the Surveyor's Plat, or replacement thereof of like kind and quality, and
8 alterations or additions made to the Common Elements or Association Property by the
9 Association and all easements and rights appurtenant thereto, regardless of whether
10 contiguous, intended for use in connection with the Condominium. Additions or alterations
11 made to the Units or Common Elements by Unit Owners (or their predecessors in title) are
12 not part of the Condominium Property. References in the Condominium Documents to
13 Condominium Property includes Association Property, unless specifically indicated
14 otherwise. ~~-The lands and personal property, both tangible and intangible, subject to~~
15 ~~condominium ownership, whether or not contiguous and all improvements thereon and all~~
16 ~~easements and rights appurtenant thereto.~~

17 1.19 COUNTY means the County of Lee, State of Florida.

18 1.20 DECLARATION OR DECLARATION OF CONDOMINIUM means this instrument,
19 and as it may be amended from time to time.

20 1.21 DOMESTIC PARTNERS means two (2) adults who have chosen to share their lives
21 in a committed relationship that includes a mutual and exclusive commitment to each
22 other's wellbeing, wherein each partner shares the same permanent address, have no blood
23 relationship that would preclude marriage in the State of Florida, are of the age of legal
24 majority, are jointly responsible for each other's common welfare, share financial
25 interdependence and mutual obligation akin to those of marriage. Domestic Partners shall
26 be considered married individuals or spouses for the purpose of the Condominium
27 Documents.

28 ~~4.15~~1.22 FAMILY OR SINGLE FAMILY- means any one (1) of the following:

29 1.22.1 One (1) natural person, his or her spouse, if any, and his, her, or their
30 parent, grandparent, adult children, custodial minor children (including foster children),
31 grandchild, or sibling (such persons being related by blood, marriage, adoption, or legal
32 custody), who do and plan to indefinitely and continuously reside together as a single
33 financially and socially interdependent housekeeping unit, with the intention of living within
34 the bonds of family.

1 1.22.2 Not more than two (2) natural persons not meeting the requirement of
2 Article 1.22.1 above, who do and plan to indefinitely and continuously reside together as a
3 single financially and socially interdependent housekeeping unit, with the intention of living
4 within the bonds of family.

5 1.22.3 The reference to "natural" is intended to distinguish between an
6 individual and a corporation or other artificial entity. A "Family member" is a Person who
7 resides in a Unit as part of the Owner's Family, but is not a title holder. ~~Means one natural~~
8 ~~person or a group of two or more natural persons each of whom is related to each of the~~
9 ~~others by blood, marriage, or adoption (exclusive of household employees); or not more than~~
10 ~~two persons not so related, who reside together as a single non-profit household.~~

11 1.23 FRACTIONAL OWNERSHIP OR UNIT SHARING - means any arrangement
12 (whether written or verbal) whereby multiple individuals, families, artificial entities, or other
13 combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the
14 intention of allocating use rights among legal or beneficial owners, or others, whether
15 pursuant to verbal or written agreements, regarding the sharing of use and possession rights
16 for a Unit.

17 ~~4.16~~1.24 GUEST means any Person who is not the Unit Owner or a Tenant or a
18 member of the Owner's or Tenant's Family, who is physically present on or occupies the
19 Condominium Property on a temporary basis at the expressed or implied invitation of the
20 Unit Owner or other legally permitted Occupant, without the payment or existence of
21 consideration. ~~Means any person who is physically present in or occupies a unit on a~~
22 ~~temporary basis at the invitation of the unit owner without the payment of consideration.~~

23 1.25 INSURABLE EVENT as described in the Act, has the same meaning as Casualty,
24 as defined in Article 1.9 of this Declaration.

25 1.26 INSURABLE IMPROVEMENTS means those portions of the Condominium
26 Property required by the Act to be insured by the Association. Whenever a portion of the
27 Condominium Property insured by the Association is replaced by the Association or a Unit
28 Owner with installations intended to comply with then current codes or safety standards,
29 such replacements shall be considered of like kind and quality and the continuing insuring
30 responsibility of the Association. Notwithstanding any interpretation of a provision of the
31 Condominium Documents to the contrary, it is the intention of this Declaration that all
32 Insurable Improvements shall be insured by the Association.

33 ~~4.17~~ ~~INSTITUTIONAL FIRST MORTGAGEE - Means the mortgagee (or its assignee) of a~~
34 ~~first mortgage upon a condominium parcel, which mortgagee is a bank, savings and loan~~
35 ~~association, mortgage banker, real estate or mortgage investment trust, pension or profit~~

1 ~~sharing trust, the Federal Housing Administration, the Veterans Administration, any agency~~
2 ~~of the United States of America and the Developer. The terms also refers to any holder of a~~
3 ~~first mortgage against a condominium parcel which mortgage is guaranteed or insured, as~~
4 ~~evidenced by a recorded instrument by the Federal Housing Administration, the Veterans~~
5 ~~Administration, any agency of the United States of America, or by any other public or private~~
6 ~~corporation engaged in the business of guaranteeing or insuring residential first mortgage~~
7 ~~loans, and their successors and assigns.~~

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

14 ~~4.18~~1.28 LEASE OR LEASING when used in the context of the renting of Units, means
15 the grant by a Unit Owner of a right of use of the Owner's Unit for consideration. Leasing shall
16 be construed to include any licensing or other arrangement with a third party where Persons
17 other than the Unit Owner are permitted to occupy the Unit for the payment of consideration
18 to any party. Any Person who qualifies as a Tenant as described in Article 1.47 shall be
19 deemed to be leasing a Unit. ~~-Means the grant by a unit owner of a temporary right of use of~~
20 ~~the owner's unit for a valuable consideration.~~

21 1.29 LIEN FOR CHARGES means the right of the Association to record a lien, which is
22 recorded to secure an unpaid Charge.

23 ~~4.19~~1.30 LIMITED COMMON ELEMENTS means those Common Elements, which are
24 reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified
25 in this Declaration. References in this Declaration to Common Elements include all Limited
26 Common Elements, unless the context would prohibit, or it is expressly provided otherwise.
27 Whenever a portion of the Condominium Property naturally and exclusively services a
28 particular Unit or group of Units, and where the area in question lies outside of the
29 boundaries of the Unit, the delegation by this Declaration of Maintenance responsibility for
30 the area by or at the expense of the benefiting Unit Owner(s) shall serve to define the area as
31 a Limited Common Element. ~~-Those portions of the common elements which are reserved~~
32 ~~for the use of a certain unit or units to the exclusion of other units.~~

33 1.31 LIMITED COMMON EXPENSES means those expenses affiliated with the
34 Maintenance of a Limited Common Element, the costs of which are assessed only against
35 the benefiting Unit Owner(s), as authorized by the Act, if so provided in this Declaration.

1 1.32 MAINTENANCE R MAINTAIN means, unless the context of a provision in the
2 Condominium Documents requires otherwise, required cleaning, heavy cleaning, painting
3 where applicable, routine maintenance, ongoing maintenance, preventative maintenance,
4 as well as repair and replacement. The term "maintenance" does not include Repair After
5 Casualty, unless the context of a provision in the Condominium Documents requires
6 otherwise. Whenever a Unit Owner is obligated by the Condominium Documents or law to
7 maintain, repair, or replace portions of the Condominium Property, the Board has the
8 authority to establish reasonable standards for such maintenance, repair, or replacement,
9 including mandating maintenance, repair, or replacement of said items, when the Board
10 deems same are reasonably necessary, and the Board may likewise adopt specifications for
11 replacement components, without need for Unit Owner approval, notwithstanding any
12 provision in this Declaration to the contrary.

13 1.33 MANAGEMENT means the licensed Community Association Manager and/or
14 Community Association Management Firm, employed or contracted by the Association to
15 assist the Board and its Officers in the day-to-day operation of the Association. There is no
16 requirement for the retention of Management.

17 1.34 MATERIAL ALTERATION OR SUBSTANTIAL ADDITION means to palpably or
18 perceptively vary or change the use, form, shape, elements or specifications of a Building or
19 other portions of the Common Elements from its original design or plan, or existing
20 condition, in such a manner as to appreciably affect or influence its function, use or
21 appearance.

22 1.35 MEMBER means the record Owner(s) of legal title to a Unit.

23 ~~4.201.36 OCCUPANT OR OCCUPY~~ when used in connection with a Unit, means a
24 Person who is physically present in a Unit for two (2) or more consecutive days, including
25 staying overnight for one (1) night. ~~-When used in connection with a unit, means any person~~
26 ~~who is physically present in a unit on two or more consecutive days, including staying~~
27 ~~overnight.~~

28 1.37 OCCUPY when used in connection with a Unit, means the act of staying in the
29 Unit for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

30 1.38 OFFICER means the executive Officers and Assistant Officers (if any) appointed
31 by the Board as provided in the Bylaws.

32 1.39 OWNER INSURANCE ELEMENTS means those portions of the Condominium
33 Property excluded by the Act from Association insurance obligation, and shall include all
34 Owner personal property and any alterations or additions to the Condominium Property that

1 are not insured by the Association's insurance policy. Owner Insurance Element shall not be
2 considered part of the Insurable Improvements for the purposes of this Declaration.

3 ~~4.21 OPERATION - The administration and management of the condominium~~
4 ~~property.~~

5 ~~4.22~~1.40 PERSON means any individual or representative of an entity, including Unit
6 Owners, Family members, Tenants, Guests, Occupants, Licensees, and Invitees. Whenever
7 the word "Person" is used to require, prohibit, or prescribe certain conduct, the Owner of the
8 Unit with which such Person is affiliated is responsible for ensuring such Person's
9 compliance with the Condominium Documents. ~~-An individual, corporation, trust, or other~~
10 ~~legal entity capable of holding title to real property.~~

11 1.41 PLATS means all legal descriptions, site plans, surveys, and graphic depictions
12 of record describing the Condominium Property. The Plats or portions thereof are attached,
13 summarized, or shown with illustrative examples in Exhibit "A" to this Declaration. All Plats
14 of record are incorporated by reference whether or not attached or separately described. The
15 Plats may not reflect the actual configuration or use of the Condominium Property, as
16 deviations from original as-built conditions or uses may have been made over time.

17 1.42 POLICIES AND PROCEDURES means the policies of the Board adopted in writing
18 from time to time, including those documented in minutes of the Board or correspondence
19 issued under the authority of the Board. Policies and Procedures are part of the Rules and
20 Regulations, and hence part of the Condominium Documents.

21 1.43 PRIMARY OCCUPANT means one (1) or more natural person(s) designated for
22 occupancy of a Unit when title to the Unit is held in the name of two (2) or more Persons who
23 are not spouses, or when title is held by a trust, corporation or other entity which is not a
24 natural person, except where the context clearly indicates otherwise, the term "Owner"
25 includes "Primary Occupant." Tenants may not be designated as Primary Occupants.

26 1.44 REPAIR AFTER CASUALTY means the removal, reinstallation, demolition, repair,
27 or replacement of the Insurable Improvements after an Insurable Event.

28 1.45 RESIDENT means any Person who is occupying a Unit for thirty (30) days,
29 whether or not consecutive, in any calendar year and includes, as applicable, Owners,
30 Tenants and members of their respective Families who reside in the Unit.

31 1.46 RULES AND REGULATIONS means those rules and regulations promulgated by
32 the Board, concerning the transfer, use, appearance, maintenance, and occupancy of the
33 Units, Common Elements, Limited Common Elements, and Association Property, and the

1 administration and operation of the Association (including Policies and Procedures), subject
2 to any limitations contained in this Declaration.

3 1.47 TENANT OR LESSEE means a Person occupying a Unit, other than the Owner
4 where said occupancy by the non-Owner involves consideration, including, but not limited
5 to, the payment of money, the exchange of goods or services, or the provision of direct
6 economic or indirect economic benefit, including tax benefits and the furtherance of
7 business interests, including, but not limited to, use of a Unit as an employee or customer
8 rewards or incentive, or a charity auction or similar prize, or use of the Unit as part of any
9 type of "home exchange" arrangement. The term "Tenant" shall be used interchangeably with
10 "Lessee."

11 1.48 UNIT means a part of the Condominium Property subject to exclusive ownership.

12 1.49 UNIT OWNER OR OWNER means the record Owner of a Condominium Parcel.
13 Wherever a portion of the Condominium Documents, including the Rules and Regulations,
14 proscribes, restricts, prohibits, governs or requires that a "Unit Owner" take or refrain from
15 taking any action, or engage or refrain from engaging in any conduct, or providing for liability
16 to the Association arising from such acts or conduct or the failure to take required action or
17 engage in required conduct, the term Unit Owner is deemed to include, unless the context
18 specifically suggests otherwise, the Unit Owner's Family, Tenants, Residents, Occupants,
19 Guests, Licensees and Invitees, and as may be applicable, the Family members of such
20 Person, as well as employees or agents of such Persons.

21 1.50 UTILITY OR UTILITY SERVICES as used in the Act and as construed with reference
22 to this Condominium, and as used in the Condominium Documents, includes but is not
23 limited to, potable water, irrigation, electric power, gas, hot and cold water, heating,
24 refrigeration, video and Communications Services (including, but not limited to, cable,
25 satellite or other television, telephone or other voice services, and wi-fi or any other internet
26 or computer service), air conditioning, garbage disposal, and sewage disposal.

27 ~~4.231.51 VOTING INTEREST -Means the voting rights distributed to the Association~~
28 ~~members pursuant to F.S. 718.104(4)(i).~~ means the arrangement established in the
29 Condominium Documents by which the Owners of each Unit collectively are entitled to one
30 (1) vote n the Association matters. There are 106 Units, so the total number of Voting
31 Interests is 106.

32 2. STATEMENT OF CONDOMINIUM DECLARATION. On July 5, 1979, Windsor West
33 Condominium, Ltd, (the "Developer") submitted the property described above to
34 condominium ownership in accordance with Florida Statutes.

1 3. CONDOMINIUM NAME. The name by which this Condominium is identified is “Windsor
2 West Condominium.”

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

7 5. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS. The voting rights of the Owner of
8 each Unit is 1/106th (one Voting Interest per Unit). Voting rights may be suspended pursuant
9 to the terms of the Condominium Documents and/or Florida law. Suspension of voting rights
10 shall not affect the basis for which Common Expenses are shared or Common Elements and
11 Common Surplus owned. However, suspended Voting Interests are subtracted from the
12 total number of votes required when calculating any required vote or quorum during the
13 period for which said Voting Interest is suspended.

14 The sharing of Common Expenses and ownership of Common Elements and Common
15 Surplus is based upon the total square footage of each residential Unit in uniform
16 relationship to the total square footage of each other residential Unit in the Condominium
17 set forth in Exhibit D.

18 The undivided share of ownership of the Common Elements and Common Surplus
19 appurtenant to a Unit cannot be conveyed or separately hypothecated. As long as the
20 Condominium exists, the Common Elements cannot be partitioned. The shares in the funds
21 and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred
22 except as an appurtenance to the Units.

23 6. EASEMENTS. Each of the following easements and easement rights is reserved through
24 the Condominium Property and is a covenant running with the land of the Condominium,
25 and notwithstanding any of the other provisions of this Declaration, may not be revoked and
26 shall survive the exclusion of any land from the Condominium, unless released in
27 connection with termination of the Condominium. None of these easements may be
28 encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien
29 encumbering these easements shall automatically be subordinate to the rights of the Unit
30 Owners with respect to such easements.

31 6.1 An exclusive easement for the use of the air space occupied by the Unit as it exists
32 at any particular time and as it may lawfully be altered or reconstructed from time to time,
33 which easement shall be terminated automatically in any air space which is permanently
34 vacated.

1 6.2 Non-exclusive easements, to be used and enjoyed in common with the owners of
2 all Units in the Condominium, for use of those Common Elements not designated elsewhere
3 herein as easements, for:

4 6.2.1 The furnishing and maintenance of public utility services to all parts of
5 the real property of the Condominium over, across, in and through the land, buildings and
6 other improvements, as the fixtures and equipment therefor now exist or may be modified or
7 relocated.

8 6.2.2 The non-exclusive right of ingress and egress over streets, walks and
9 other rights-of-way serving the Units of the Condominium as part of the Common Elements
10 necessary to provide reasonable access to the public ways.

11 6.3 An exclusive easement for the unintentional and non-negligent encroachment by
12 any Unit upon any other Unit or common element, or vice versa, for any reason not caused
13 by or resulting from the willful or negligent act of any Unit owner or owners, including
14 encroachments caused by or resulting from the original construction of improvements,
15 which exclusive easement shall exist at all times during the continuance of such
16 encroachment, as an easement appurtenant to the encroaching Unit or other improvement,
17 to the extent of such encroachment.

18 6.4 An exclusive easement for the use of the area occupied by the air conditioning
19 equipment and fixtures situate in or on Common Elements of the Condominium, but
20 exclusively serving a Unit, and individually owned or required to be maintained by the Unit
21 owner, if any. This exclusive easement shall terminate upon permanent vacation of the area
22 occupied, however, the removal of such equipment and fixtures for repair or replacement
23 shall not be considered a vacation of this easement.

24 ~~57. CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES: Units, unit boundaries~~
25 ~~and appurtenances are designated and described in the original Declaration of~~
26 ~~Condominium as recorded in Official Record Book 1360 at Page 2230. Units are those~~
27 cubicles of space and all improvements constructed therein identified and described in the
28 Original Declaration and Plats.

29 7.1 EXCLUSIONS FROM UNITS. Not included n the Units are all: spaces and
30 improvements lying beneath or outside of the undecorated and/or unfinished inner surfaces
31 of the perimeter walls and floors, and above the undecorated and/or unfinished inner
32 surfaces of the ceilings, of each unit; spaces and improvements lying beneath the
33 undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing
34 partitions and structural columns; and pipes, ducts, wires, conduits and other facilities

1 running through any interior wall or partition for the furnishing of Utility services to other
2 Units or to the Common Elements.

3 ~~5.17.2 EXCLUSIVE USE - Each unit~~ Unit owner ~~Owner shall have~~ has the exclusive use
4 of ~~such owner's~~ his or her unit Unit.

5 7.3 APPURTENANCES. The ownership of each Unit includes, and there shall pass with
6 each Unit as appurtenances thereto whether or not separately described, all of the rights,
7 title and interest including but not limited to:

8 7.3.1 COMMON ELEMENTS. An undivided share of the Common Elements,
9 such undivided share to be that proportion set forth in Exhibit D.

10 7.3.2 Easements for the benefit of the Unit. Provided, however, that the
11 Association may suspend the right to use Common Elements or Association Property and
12 suspend other rights or services as permitted by the Act.

13 7.3.3 Association Membership and interest in funds and assets held by the
14 Association, provided that funds of the Association are not divisible and may not be
15 separately hypothecated and further provided that the Association may suspend voting
16 rights and other incidents of membership as provided by the Act.

17 7.3.4 LIMITED COMMON ELEMENTS. The right to exclusive use of the Limited
18 Common Elements designated by this Declaration.

19 7.3.4.1 BALCONIES OR TERRACES. The balcony or balconies (terrace
20 or terraces) of each Unit which are designated as Limited Common Elements are
21 appurtenant to such Unit. The Association has the right to reasonable access to and across
22 all Limited Common Elements for the purpose of any inspection, maintenance and repairs
23 which are the responsibility of the Association

24
25 ~~5.2 OWNERSHIP - The ownership of each unit shall carry with it, as appropriate, and~~
26 ~~whether or not separately described, all of the right, title, and interest of a unit owner in the~~
27 ~~condominium property which shall include, but not be limited to:~~

28 ~~(1) Common Elements. An undivided share of the common elements.~~

29 ~~5.3 ASSOCIATION MEMBERSHIP - An undivided share in the common surplus of the~~
30 ~~Association.~~

31 ~~5.4 EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space~~
32 ~~occupied by the unit as it exists at any particular time and as the unit may be lawfully altered~~

1 ~~or reconstructed from time to time, which easement shall be terminated automatically in~~
2 ~~any air space which is vacated from time to time.~~

3 ~~5.5 EASEMENTS - The following non-exclusive easements to (as applicable) each unit~~
4 ~~owner, to the Association, and their employees, agents, and hired contractors, to utility~~
5 ~~companies, unit owners' families in residence, guests, invitees, and to governmental and~~
6 ~~emergency services, are hereby granted and created.~~

7 ~~(1) Ingress and Egress. Easements over the common elements for ingress and~~
8 ~~egress to units and public ways.~~

9 ~~(2) Maintenance, Repair, and Replacement. Easements through the units and~~
10 ~~common elements for maintenance, repair, and replacements of the common elements and~~
11 ~~those items identified in Paragraph 6.1(1).~~

12 ~~(3) Utilities. Easements through the common elements and units for conduits,~~
13 ~~ducts, plumbing, wiring, and other facilities for the furnishing of services and utilities to other~~
14 ~~units and the common elements and other utility customers both existing and future.~~

15 ~~(4) Public Services. Access to the condominium property and to the units for~~
16 ~~emergency, regulatory, law enforcement, and other public services in the lawful~~
17 ~~performance of their duties.~~

18 8. MAINTENANCE, ALTERATION, AND IMPROVEMENTS. Responsibility for the Maintenance
19 of the Condominium Property, and restrictions upon the alteration and improvement thereof,
20 shall be as follows:

21 8.1 ASSOCIATION MAINTENANCE, REPAIR, AND REPLACEMENT OBLIGATION. The
22 Maintenance of all Common Elements and Association Property shall be performed by the
23 Association, and the cost is a Common Expense, except as may otherwise be specifically
24 noted with respect to Limited Common Elements. The Board has the authority to declare
25 Units in the Condominium not available for occupancy, or other portions of the
26 Condominium Property not available for use, when, in the reasonable discretion of the
27 Board, it is determined that the property cannot be safely inhabited or used, or when the
28 property cannot be used for its intended purposes due to required Maintenance or Repair
29 After Casualty of the Condominium Property. In such cases, the Association shall not be
30 liable to any Unit Owner or any other Person for alternative housing costs, lost rent, loss of
31 use, or any other expense or claim.

32 8.1.1 GENERAL EXTERIOR AND STRUCTURAL MAINTENANCE. Except as
33 provided otherwise herein, the Association's Maintenance responsibility includes, but is not
34 limited to, exterior painting and waterproofing (including caulking), structural Maintenance

1 of the Building, roofing, Maintenance of parking facilities, and general exterior Maintenance,
2 but does not include Maintenance of operable windows, sliding glass doors, hurricane
3 shutters, any other exterior item for which Maintenance responsibility is conferred upon the
4 Unit Owner under Article 8.2, nor any alteration or addition to the Condominium Property
5 made by a Unit Owner or his or her predecessors in title, nor any portions of the
6 Condominium Property exposed to the elements or any structural element for which this
7 Declaration delegates responsibility to the Unit Owner.

8 8.1.2 PLUMBING AND ELECTRICAL. The Association's Maintenance
9 responsibility includes, except as may be specifically otherwise provided to the contrary,
10 without limitation, all electrical conduits and installations located from (but not including)
11 the Unit circuit breaker outward; electrical conduits and installations located within or
12 outside a Unit for the furnishing of Utility Services to another Unit, more than one (1) Unit, or
13 the Common Elements; plumbing fixtures and installations located within or outside a Unit
14 for the furnishing of Utility Services to another Unit, more than one (1) Unit, or the Common
15 Elements. The Association's Maintenance responsibility does not include electrical fixtures,
16 switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical
17 installations located within the Unit and serving only that Unit, or facilities outside the Unit
18 where this Declaration delegates responsibilities to Unit(s) served by said items being the
19 Maintenance responsibility of the Unit Owners.

20 8.1.3 LIFE SAFETY EQUIPMENT. All fire safety and other life safety equipment,
21 no matter where located shall be Maintained by the Association, excepting smoke alarms
22 within a Unit serving only that Unit, or other fire or life safety additions installed by individual
23 Unit Owners.

24 8.1.4 INCIDENTAL DAMAGE. If, in connection with the discharge of its
25 Maintenance responsibilities, the Association must remove, disassemble, or destroy
26 portions of the Condominium Property which the Unit Owner is required to Maintain, the
27 Association is responsible for reinstallation or replacement of that item, including cabinetry,
28 drywall and moldings, to its unfinished state, and specifically excluding floor coverings, wall
29 coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, and further
30 provided that the Association's obligations are limited to the replacement of items that were
31 part of the Condominium Property as originally installed by the Developer, or replacements
32 thereof of like kind and quality, and except in cases of Casualty repair, or repair of damage
33 caused by a covered cause of loss under the Association's applicable insurance policy,
34 which shall be governed by Article 11 of this Declaration and the Act. Repair or replacement
35 of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility
36 of the Unit Owner, specifically including, but not limited to, hurricane shutters which the

1 Association must remove in connection with the Maintenance of a Building, although the
2 Association may have shutter removal and/or reinstallation work performed by its
3 contractor, and the Unit Owner will be responsible for reimbursement to the Association as
4 a Charge.

5 8.2 UNIT OWNER MAINTENANCE, REPAIR, AND REPLACEMENT OBLIGATION. Each
6 Unit Owner is responsible, at his or her own expense, for all Maintenance of his or her own
7 Unit and those Limited Common Elements serving his or her Unit as set forth below, whether
8 ordinary or extraordinary, including, without limitation:

9 8.2.1 WINDOWS AND GLASS CURTAIN WALLS. The Unit Owner shall Maintain
10 the operable window installations as originally installed by the Developer or subsequent
11 replacements thereof. The Unit Owner's Maintenance responsibility includes the window
12 frame and encasement, the glass, balance rods, and all interior caulking thereof. The Unit
13 Owner is responsible for window locking and opening mechanisms, the windowsill and
14 window breakage due to any cause, unless otherwise covered by insurance. The Owner is
15 responsible for exterior caulking when a window is installed or Maintained by the Owner from
16 the exterior. Thereafter, exterior caulking around the windows, in connection with the
17 Association's general exterior waterproofing program, is the responsibility of the
18 Association. The Association shall Maintain all fixed windows in the Building and the Glass
19 Curtain Walls on the eastside of the Building as a Common Expense. The Association may
20 perform exterior window/glass curtain wall washing as a Common Expense. Maintenance of
21 sliding glass doors and any fixed glass panels therein is governed by Article 8.2.4 of this
22 Declaration

23 8.2.2 DRYWALL AND FINISHES. The Unit Owner shall Maintain all drywall or
24 other walls within the Unit, the finishes thereof (including trim and molding), and the
25 structural framing related thereto, including studs and insulation, and specifically including
26 drywall or other walls on the interior side of the exterior boundary walls (including any studs
27 or framing behind such walls and any insulation), and any drywall on the ceiling of the Units,
28 and the permanent finishes or coatings on ceilings.

29 8.2.3 ELECTRICAL. The Unit Owner shall Maintain all electrical fixtures,
30 apparatus or installations located within the Unit, which service only the individual Unit plus
31 all electrical fixtures, apparatus or installations from and including the circuit breaker
32 inward, which service only that Unit.

33 8.2.4 SLIDING GLASS DOORS. The Unit Owner shall Maintain sliding glass
34 doors and the structural components thereof including frames and glass, fixed glass or other

1 panels, door tracks, and all hardware, trim, and caulking, subject to the provisions of Article
2 8.11.

3 8.2.5 UNIT FRONT ENTRY DOOR. The Unit Owner shall Maintain the Unit front
4 entry door, including trim, caulking, locks and hardware, except that the Association may
5 paint the exterior of entry doors, subject to the provisions of Article 8.11 and the ability of the
6 Board to establish uniform appearance and function standards.

7 8.2.6 OTHER DOORS. The Unit Owner shall Maintain all other doors and the
8 framing and structural components thereof, including trim, caulking, locks and hardware
9 within or servicing the Unit, subject to the provisions of Article 8.11.

10 8.2.7 WINDOW SCREENS. The Unit Owner shall Maintain all window screens.

11 8.2.8 HURRICANE SHUTTERS. If installed by the Unit Owner, the Unit Owner
12 shall Maintain hurricane shutters and the structural components thereof, subject to the
13 provisions of Article 8.11.

14 8.2.9 ELECTRICAL, PLUMBING, AND MECHANICAL FIXTURES. The Unit Owner
15 shall Maintain the electrical, mechanical and plumbing fixtures and outlets (including
16 connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers,
17 shower pans, and all related fixtures and installations.

18 8.2.10 APPLIANCES. The Unit Owner shall Maintain all appliances within the
19 Unit. Unit Owners shall replace their water heater every ten (10) years, measured from the
20 installation date or upon the expiration of the warranty, whichever is longest. The failure to
21 do so shall create a rebuttable presumption that the Unit Owner was negligent should the
22 above component fail and cause damage to the Unit, to other Units or to the Common
23 Elements, or should such damage occur due to unreported incidents arising from any
24 source. Unit Owners whose water heaters are more than ten (10) years old may apply to the
25 Association for an extension for required replacement which may be granted or denied by
26 the Board in its sole discretion. Approval of extension requests shall be limited to cases
27 where a water heater is under warranty past ten (10) years, or where other special
28 circumstances are demonstrated. The Association may enforce this requirement through
29 any means set forth in the Declaration of Condominium, the Bylaws or Florida law.

30 8.2.11 HEATING AND AIR CONDITIONING EQUIPMENT; DUCTWORK. The Unit
31 Owner shall Maintain all portions of the heating and air conditioning equipment (including
32 condensers, air handlers, ductwork, electrical lines, refrigerant lines and discharge lines),
33 dryer vents to the point of termination (even if exterior to the Unit), and air conditioner or air

1 handler discharge lines to the point of termination or connection to another discharge (even
2 if exterior to the Unit).

3 8.2.12 FLOOR COVERINGS. The Unit Owner shall Maintain carpeting and
4 other floor covering (including balcony areas).

5 8.2.13 OTHER EQUIPMENT AND FIXTURES. The Unit Owner shall Maintain all
6 other equipment or fixtures located or contained entirely within a Unit which serve only that
7 Unit, as well as telephone lines and apparatus from the point where a line or apparatus
8 serves only that Unit, and cable television lines and apparatus from the point where said
9 lines or apparatus serve only that Unit, no matter where located.

10 8.2.14 PLUMBING (INCOMING). The Unit Owner shall Maintain all incoming
11 plumbing from (and including) the shutoff valve (at hot water) inward.

12 8.2.15 PLUMBING (OUTGOING). The Unit Owner shall Maintain outbound
13 plumbing until the point of exit from the Unit boundary. Provided, however, that the Unit
14 Owner is responsible for the remediation of clogged pipes or drains, where the source of
15 blockage or obstruction originates from the Unit, even if the area where the blockage or
16 obstruction is located is outside of the Unit boundary. Any of the above-described areas that
17 are to be Maintained by the Unit Owner, or by the Association at the expense of the benefiting
18 Unit(s), if located outside of the boundaries of the Unit, are declared Limited Common
19 Elements. Responsibility for Maintenance of Condominium Property may not coincide with
20 obligation for insurance of Condominium Property, nor its Repair After Casualty, or damage
21 from covered cause of loss under the Association's applicable insurance policy, which are
22 governed by Article 10 and Article 11, respectively.

23 8.3 BALCONIES AND TERRACES. The Unit Owner who owns or has the right to the
24 exclusive use of a balcony or terrace is responsible for the Maintenance of: balcony or
25 terrace floor coverings (the Board may prohibit certain types of floor coverings, adopt
26 specifications for permissible flooring on balconies or terrace, and require the removal of
27 existing coverings when necessary for the structural preservation of the Building); storm
28 shutters and other enclosures added by Owners; fixed and/or sliding glass doors and
29 affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or
30 servicing the balcony; ceiling fans; and the replacement of light bulbs. The Association is
31 responsible for structural Maintenance of balcony or terrace floors and ceilings, and the
32 Building walls enclosed by the balconies or terraces, and the screens, screen frames, and
33 railings, provided that the Owner shall be required to reimburse the Association for any
34 damage to said items caused by the Owner or any Person in the Unit with the consent of the
35 Owner. The Owner is responsible for caulking when sliding glass doors are installed.

1 Thereafter, exterior caulking of the sliding glass doors, in connection with the Association's
2 general exterior waterproofing program, and when the sliding glass door is exposed to the
3 elements, is the responsibility of the Association. Unit Owners may not puncture (by nails,
4 hooks, screws or otherwise) balcony or terrace floors, walls, or ceilings, without obtaining
5 the prior written approval of the Board. Painting of the walls and ceiling of the balcony in
6 connection with the painting of the Building is the responsibility of the Association. The Unit
7 Owner may elect, with Board approval, to paint the walls and ceiling subject to the
8 conditions of uniformity of appearance (including, but not limited to, color and texture) as
9 determined by and with prior approval of the Board at his or her own expense. Grills, hot tubs,
10 spas, saunas, tanning beds, and similar apparatus, whether or not affixed to the realty, are
11 prohibited on balconies and terraces or within Units.

12 8.4 UNIT FLOOR COVERINGS. Installation of new floor coverings and specifications
13 for sound proofing of hard flooring must be approved in writing by the Board or its
14 representative prior to installation, and then the installed sound proofing must be inspected
15 and approved prior to installation of the hard flooring. The Board has the authority to adopt
16 specifications for minimum sound proofing material that will be approved. Installed floor
17 coverings shall, in all cases, and/or in the absence of any specifications adopted by the
18 Board, meet the standards of the Florida Building Code and then-prevailing industry
19 standards applicable to similar condominium buildings in Lee County, Florida.

20 8.5 UNIT OWNER OBLIGATIONS IN CONNECTION WITH MAINTENANCE, REPAIR,
21 AND REPLACEMENT. In connection with his or her Maintenance obligations, the Unit Owner
22 has the responsibility to obtain the prior written approval of the Association, through the
23 Board, before performing any Maintenance which requires: a building permit or similar
24 approval; use of a licensed contractor; or any work for which approval is required under
25 Article 8.6. The Association may condition such approval on criteria as the Board deems
26 reasonable, including but not limited to:

- 27 • Preservation of uniformity of appearance;
- 28 • Use of contractor(s) that are properly licensed and fully insured, and that the
29 Owner will be financially responsible for any resulting damage to Persons or property not
30 paid by the contractor's insurance. Unit Owners are responsible for the actions of their
31 contractors and warrant to the Association, whether or not specifically made a condition of
32 Association approval (or in cases where no Association approval is required) that all Persons
33 coming onto the Condominium Property to perform work on or services for the Unit hold all
34 proper licenses, have obtained all proper permits, and carry such insurance as may be
35 required by law or the Board;

- 1 • Right (but not duty) of oversight by the Association or its agent;
- 2 • The Unit Owner submitting plans as to the scope of the contemplated work;
- 3 • Restrictions as to hours and days of work;
- 4 • Imposition of time limits in which jobs must be completed and prohibitions
5 against major renovations during certain times of year.
- 6 • Restrictions regarding equipment that may be parked or stored on or near the
7 Condominium Property during construction.
- 8 • Restrictions regarding the transport and storage of materials and supplies
9 necessary for the construction to be performed.

10 Unit Owners may not engage in "extensive" remodeling work or "heavy" construction activity,
11 except with prior approval of the Board, and then, only during the period of May 15 through
12 October 15, inclusive. "Extensive" remodeling and "heavy" construction shall be as defined
13 or interpreted by the Board from time to time, but whether so defined or interpreted or not,
14 includes, but is not limited to, the following:

- 15 • Activities involving the use of power equipment such as jackhammers, drills,
16 saws, and similar equipment, which create substantial noise, dust, or debris, as determined
17 by the Board.
- 18 • Activities resulting in the creation of substantial noise that can be heard
19 outside of the Unit, or which create substantial dust or debris, regardless of whether power
20 equipment is used or not, as determined by the Board.
- 21 • Activities rendering the Unit uninhabitable during the performance of the
22 work.
- 23 • Activities requiring the storage of materials or equipment on the premises
24 outside of the Unit.
- 25 • Activities involving the presence of work crews or significant numbers of
26 workers, as determined by the Board.
- 27 • Activities requiring the use of scaffolding, booms, or other forms of exterior
28 access.

29 The Board may waive the prohibition against such work being done in the period of October
30 16 through May 14 in the case of an emergency, in de minimus cases, or in hardship
31 situations, as determined by the Board, and may permit the temporary staging of scaffolding
32 and other work required for installation or maintenance and repair of hurricane shutters or
33 other hurricane protection. The Board shall have all remedies permitted by law when Unit
34 Owners fail to comply with this Article 8.5. Such includes, but shall not be limited to daily
35 fines to the maximum amount permitted by law; and/or injunctive relief; and/or denying

1 contractors, material suppliers and other similar people's access to the Building or
2 Condominium Property.

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

22 8.6 MODIFICATIONS, ALTERATIONS, OR STRUCTURAL WORK BY UNIT OWNERS. No
23 Owner may make or permit the making of any modifications or alterations to any portion of
24 his or her Unit visible from the exterior of his or her Unit, or in any manner change the
25 appearance of any portion of the Common Elements, undertake any structural work, or
26 undertake any structural modification or alteration, without first obtaining the written
27 consent of the Board, which consent shall be denied if the Board determines that the
28 proposed modifications or alterations would adversely affect, or in any manner be
29 detrimental to, the Condominium in part or whole. "Structural" work, modifications or
30 alterations include, but are not limited to: relocation of existing electrical, plumbing,
31 ductwork, air conditioning or heating installations; relocation of existing fixtures or
32 appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the
33 removal or modification of any partition, door, window or screen; raising ceilings; or
34 relocating kitchen or bathroom cabinetry. For purposes of this provision, the term
35 "structural" work shall also include the addition, removal, or relocation of any ductwork,
36 plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation

1 of any interior partition. Replacement of cabinetry, appliances and fixtures, with
2 substantially equivalent installations in the same location, shall not be deemed "structural"
3 and shall not require approval of the Association, unless a building or other permit is
4 required. Further, "structural" work, modifications or alterations includes any and all work
5 that requires a building permit, an electrical permit, a plumbing permit, a mechanical
6 permit, or similar permit from the appropriate governmental agency, or for which a licensed
7 contractor must be used, whether or not mentioned above.

8 The Board may, in circumstances it deems appropriate, and without limiting the right to ask
9 for plans or specifications and other relevant information, require sealed plans from an
10 Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing
11 any requested modification, alteration or addition to the Condominium Property, which
12 requires Board approval, as set forth above. The Board may require, as a condition of review,
13 the Unit Owner's obligation to pay the Association's expenses of review, including, but not
14 limited to, legal, engineering or other consultant fees. The Board, in reaching its decision,
15 may take into account uniformity of appearance, compatibility with architecture in Windsor
16 West, the quality of the proposed alteration, objections of neighboring Residents, and such
17 other criteria as the Board may reasonably adopt in reaching its decision, without limitation.
18 The Board may take into account whether other Unit Owners would be able to make such
19 alterations or modifications, and the effect of the fact that similar requests may need to be
20 approved by the Association. If the Board determines to permit any modification or alteration
21 which is visible from the exterior of the Unit, from any vantage, said modification or alteration
22 must also be approved by the Unit Owners in the manner provided in Article 8.8 of this
23 Declaration, regardless of the cost or expense of such modification or alteration, provided
24 that the Board may waive the requirement for Unit Owner approval if similar modifications
25 or alterations have been approved by the Association previously, are de minimus or for safety
26 (as determined in the sole discretion of the Board), or are specifically authorized by the
27 Condominium Documents. If any Unit Owner requests approval of any structural work,
28 modification or alteration, the Association may permit such work, modification or alteration
29 if same would not materially affect or interfere with the Utility Services constituting Common
30 Elements, if any, located therein, the structural integrity of the Building, or create a nuisance
31 or disturbance to neighboring Units. The Board may impose requirements on contractors
32 and condition approval on conditions set forth in Article 8.5 regarding Unit Owner
33 Maintenance.

34 8.7 ADDITIONAL UNIT OWNER RESPONSIBILITY FOR MODIFICATIONS OR
35 ALTERATIONS. If a Unit Owner (or his or her predecessors in title) makes, or has made any
36 modifications or alterations to the interior or exterior of the Unit, Common Elements, or

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

19 8.8 MATERIAL ALTERATIONS OR SUBSTANTIAL ADDITIONS BY ASSOCIATION. Except
20 as may be provided elsewhere in this Declaration to the contrary, there shall be no Material
21 Alteration or Substantial Addition to the Common Elements or Association Property, which
22 is real property by the Association, except as authorized by the Board. Provided, however,
23 that if any such Material Alteration or Substantial Addition requires or obligates the
24 expenditure of Association funds of more than three percent (3%) of the Association's
25 budget for the fiscal year in which the work is authorized, including reserves, the Board shall
26 obtain approval of at least two-thirds (2/3 rds) of the Voting Interests of the Association
27 present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has
28 been attained, or by written agreement of at least two-thirds (2/3 rds) of the entire Voting
29 Interests. Necessary maintenance of the Common Elements or Association Property,
30 regardless of the level of expenditure, is the responsibility of the Board. Cellular antennae
31 and similar apparatus and apparatus to provide Communications Services as provided in
32 Article 1.15, may be placed on the Condominium Property as authorized by the Board,
33 subject to approval of any other entity that may be required.

34 8.9 DAMAGE CAUSED BY CONDITIONS OF THE CONDOMINIUM PROPERTY. Each
35 Unit Owner is liable to the Association and/or other Unit Owners for the expenses of any
36 Maintenance of the Condominium Property, made necessary by his or her act, omission,

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

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

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

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

12 Unit Owners are required to shut off the main water supply line to the Unit and any
13 other lines that the Board may specify when the Unit will be unoccupied on an overnight
14 basis, and failure to do so will create a presumption of negligence.

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

22 8.10 COMBINATION OF UNITS. Two (2) or more contiguous Units may, subject to the
23 prior written approval of the Board, which may not be unreasonably withheld, be combined
24 into a single living space. The Board, as a condition of approving the combination of Units,
25 may require sealed plans from an Architect or Professional Engineer licensed to practice in
26 Florida, certifying to the Association that the proposed work affiliated with the Unit
27 combination complies with all applicable laws, codes, and ordinances. The Board may
28 further require such Professional Engineer's or Architect's certification at the end of the
29 work, certifying that said work has been performed in accordance with the plans and
30 specifications, and in accordance with all applicable laws, codes, and ordinances. The
31 Owner (and his or her successors in title) shall be required to indemnify and hold the
32 Association and Unit Owners harmless for any claim of any nature arising from the
33 combination of the Units. Should the Board, in its discretion, determine that the Association
34 must retain independent professionals to review the request, including, but not limited to,
35 engineers, architects, or attorneys, the Association may also condition approval of the

1 requesting Unit Owner's agreement to reimburse the Association for said fees and expenses.
2 Units which have been combined shall, after combination, be used only as a "single family"
3 residence (including rental rights) and may not be used as two (2) or more living quarters.
4 Units which have been combined shall constitute two (2) or more Units for purposes of
5 sharing Common Expense, ownership of Common Elements, and voting rights. If Units
6 which have been combined are sold, they shall be sold as a single living quarters, unless
7 specifically approved by the Board to the contrary. If combined Units are to be reconfigured
8 into two (2) or more living spaces, the Board has the authority, using the same criteria listed
9 above for combination of Units, to approve the reconfiguration. Without limitation, the Board
10 has the authority to require plans from an Architect or Professional Engineer licensed to
11 practice in Florida, certifying to the Association, that the reconfiguration of the Units into two
12 (2) or more living spaces is done in accordance with all applicable laws, codes, and
13 ordinances and in accordance with the original configuration of the Units.

14 8.11 HURRICANE PROTECTION. "Hurricane protection" means code-compliant
15 hurricane shutters, code-compliant impact/hurricane force resistant glass, code-compliant
16 windows or doors, and other code compliant hurricane protection products used to preserve
17 and protect the Condominium Property or Association Property. The Board shall adopt
18 hurricane protection specifications for the Condominium, which includes color, style, and
19 other factors deemed relevant by the Board. All specifications adopted by the Board shall
20 comply with the applicable building code. The Board may not refuse to approve the
21 installation or replacement of hurricane protection by a Unit Owner which conforms to the
22 specifications adopted by the Board. However, the Board may require the Unit Owner to
23 adhere to an existing unified building scheme regarding the external appearance of the
24 Condominium.

25 All hurricane protection must conform to the guidelines and specifications adopted
26 or approved by the Board and must conform to the current building codes or the applicable
27 building codes at the time of installation, whichever is later. All hurricane protection and all
28 installations of hurricane protection must be approved by the Board prior to installation. The
29 Unit Owner must submit to the Board: detailed engineering or architectural plans and
30 drawings; State of Florida or County Approval for each product; material safety data sheets;
31 literature from the manufacturer of each product outlining the product's specifications,
32 safety rating and intended use; samples of materials and products; copies of executed
33 contracts for installation; copies of all licenses and proof of insurance from contractors
34 performing the installation with insurance certificates naming the Association as an
35 additional insured, in the discretion of the Association; and copies of all building permits.
36 The Board may require, as a condition of approval, undertakings by the Owner to comply with

1 the Condominium Documents and to hold harmless and indemnify the Association from any
2 damage or loss resulting from said installation or the ongoing condition of the installation.

3 Unit Owners are responsible for the installation, if desired, operation, and
4 Maintenance of hurricane protection on windows the Owner is required to Maintain, doors
5 (including sliding glass doors), and all exterior openings or apertures servicing the Unit. The
6 Association's authority to install hurricane protection shall be subject to the provisions of
7 the Act. The installation, maintenance, repair, replacement, and operation of hurricane
8 protection in accordance with this Declaration and the Act is not considered a Material
9 Alteration or Substantial Addition to the Common Elements or Association Property. Costs
10 of installation by the Association, if approved in accordance with the Act, shall be assessed
11 or charged, and credits given, as provided in the Act.

12 8.12 ELECTRIC VEHICLE CHARGING AND NATURAL GAS FUEL STATIONS. The Board,
13 without a vote of the Unit Owners and without regard to Article 8.8 of this Declaration, may
14 install a common charging or natural gas fuel stations and may set the terms and conditions
15 of its use, including use fees. Individual charging or natural gas fuel stations installed by Unit
16 Owners shall be administered as provided in the Act and subject to Rules of the Board. The
17 Board shall also have the authority to install alternate energy devices to serve the
18 Condominium Property, including but not limited to, solar panels, and same shall not be
19 deemed a Material Alteration or Substantial Addition, and shall not require a vote of the Unit
20 Owners.

21 8.12.1 Electric Car Charging Stations; Installation, Maintenance and Use. The
22 installation, maintenance, and use of electric car charging stations by Unit Owners at
23 Windsor West Condominium shall be subject to the following:

24 No electric car charging station or similar apparatus ("charging stations"), or any
25 component thereof, may be placed, installed, constructed, or used by a Unit Owner, unless
26 adjacent to the Unit Owner's assigned parking space, and after having received the prior
27 written approval of the Board. Charging stations may not be installed in any other area of the
28 Condominium, except by the Association.

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

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

1 8.12.1.1 The cost of electricity associated with the charging station,
2 installation, maintenance, removal, repair, and replacement of any sub-meters necessary
3 to measure the electricity use associated with the car charging station, which shall be
4 subject to written allocation agreement between the Unit Owner and the Association.

5 8.12.1. All costs for damage to any persons or property, real or personal,
6 resulting from the installation, maintenance, repair, removal, operation, or replacement of
7 the charging station.

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

16 8.13 WATER LEAK DETECTION AND PREVENTION APPARATUS SYSTEM.
17 Notwithstanding any provision in this Declaration or other Condominium Documents to the
18 contrary, the Association, through the Board, shall have the authority to acquire and install
19 a water leak detection and prevention apparatus system (hereinafter "System") in each Unit
20 and the Common Elements. The Board shall have the authority to determine the
21 specifications for, as well as the manner and location of installation of the System, including,
22 but not limited to the manner in which the sensors are activated, the manner in which the
23 sensors attempt to prevent water leak/discharge events, and the manner in which the
24 sensors provide notification within the Unit or to the Common Elements of a water
25 leak/discharge event. The cost of the acquisition and installation of the sensors, as well as
26 their ongoing operation, maintenance, repair and replacement, is a Common Expense, and
27 is shared by all Unit Owners in the percentages set forth in Article 5 of this Declaration. The
28 Association, in connection with its statutory right of access pursuant to Section 718.111 (5),
29 Florida Statutes, has the right to enter Units to operate, maintain, repair or replace the
30 System, and also has the right (but not the duty) to enter Units to address water
31 leak/discharge events, whether same are detected by the sensors, or are otherwise
32 discovered, and regardless of whether the source of the leak/discharge is an element which
33 is the maintenance responsibility of the individual Unit Owner or the Association. In cases
34 where the Association repairs water leak/discharge-related problems and the source is an
35 item which is otherwise the maintenance responsibility of the Unit Owner, the Unit Owner
36 shall be responsible for reimbursement of reasonable charges to the Association, which

1 shall be secured by a lien for charges, secured in the same manner, and foreclosed in the
2 same fashion as the Common Expense lien.

3 8.14 Air Conditioning Maintenance; Washing Machine Hoses: Water Turn-Off. An
4 Owner is responsible for ongoing air conditioning maintenance services to include periodic
5 inspection of the systems on at least a biannual basis, addition of algaecide preventing
6 tablets or other products to help keep the lines clear and periodic suction of the lines. If
7 Owner fails to perform such maintenance service and the air conditioning system fails, the
8 Owner will be strictly liable for all damage caused to the Unit, the Common Elements, and
9 Association Property, other Units, or any other property damaged by such leak. If so
10 requested by the Association, each Unit Owner shall provide a copy of such maintenance
11 service to the Association within ten (10) days of such request.

12 All washing machine hoses must be stainless steel wrapped. If an Owner fails to have
13 stainless steel wrapped hoses on his or her washing machine, and if a leak occurs in his or
14 her washing machine hose, the Owner will be strictly liable for all damage caused to the Unit,
15 the Common Elements, Association Property, other Units, or any other property damaged by
16 such leak. Water heaters, expansion tanks, refrigerators, dishwashers, and other appliances
17 that require a potable water supply should be periodically inspected and maintained,
18 especially if past the warranty period. The Board shall have the authority to enact rules and
19 regulations for appliances, including material standards and useful life, in order to protect
20 the Common Elements and Units from casualty loss events, including water damage. All
21 main water/ turnoff valves shall be a ball valve. Water heaters, expansion tanks, ball/ turnoff
22 valves and washing machine hoses shall be replaced by Unit Owners every ten (10) years. If
23 so requested by the Association, each Unit Owner shall provide written proof of such
24 replacement to the Association within ten (10) days of such request.

25 All Unit Owners, whether or not occupying their Unit, shall continually operate their
26 Unit's air conditioning system to maintain their Unit temperature, at no more than 78 degrees
27 Fahrenheit, and any humidistat at the manufacturer's recommended level.

28 If a Unit remains unoccupied for more than fifteen (15) consecutive days, the Unit
29 Owner shall:

30 (A) prior to such period the Unit is to be unoccupied, lock and secure the glass sliders
31 and close, lock and secure the hurricane protection surrounding the Unit. In addition,
32 Owner's should store all items on the lanai, inside the Unit while the Unit is unoccupied
33 during hurricane season, which runs from June 1 through November 30.

34 (B) during the entire period the Unit remains unoccupied, have the Unit checked at
35 least two (2) times every calendar month.

1 ~~6. MAINTENANCE RESPONSIBILITY:~~

2 ~~6.1 BY THE ASSOCIATION - The Association shall maintain, repair, and replace at the~~
3 ~~Association's expense the common elements and:~~

4 ~~(1) Structural. Those portions of the unit which contribute to the support of the~~
5 ~~building including, but not limited to, the perimeter walls, columns, roof, and floors. Also,~~
6 ~~wiring, piping, ductwork, and other mechanical, electrical, or other installations or~~
7 ~~equipment serving the common elements or more than one unit.~~

8 ~~(2) Negligence. Provided that if the maintenance and repair and replacement~~
9 ~~of any of the common elements, the items in 6.1(1) above; his own unit, or other units shall~~
10 ~~be made necessary because of the negligence, act, or omission of a unit owner, his family,~~
11 ~~lessees, invitees, and guests, it shall be a liability of the unit owner. Such work may be done~~
12 ~~by the Association at the expense of the unit owner, and the cost shall be secured as a~~
13 ~~charge. The Association is granted an easement for such purposes.~~

14 ~~(3) Damage. All incidental damage caused to a unit excluding damage to~~
15 ~~surface treatments and floor coverings by work done or ordered by the Association shall be~~
16 ~~promptly repaired by and at the expense of the Association.~~

17 ~~6.2 BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:~~

18 ~~(1) Specific Terms. To maintain, repair, and replace at his expense, all portions~~
19 ~~of the unit, except the portions to be maintained, repaired, and replaced by the Association.~~
20 ~~The unit owner's responsibility specifically includes windows and glass panels, hurricane~~
21 ~~shutters, doors, except exterior surface paint or stain, screens, frames, hardware,~~
22 ~~appliances, fixtures, cabinets, switches, air handlers, wiring, piping, duct work, and~~
23 ~~plumbing serving only the particular unit, whether located inside or outside the unit. Unit~~
24 ~~owners are also responsible for maintaining the balconies, patios, lanais, and other limited~~
25 ~~common elements appurtenant to their unit, but excluding parking spaces, exterior painting~~
26 ~~and any structural work.~~

27 ~~(2) Exterior Appearance. A unit owner shall not paint or otherwise decorate or~~
28 ~~change the appearance of any portion of the building not within the interior walls of the unit~~
29 ~~or which is visible from the exterior of the unit, unless the written consent of the Association~~
30 ~~is obtained in advance. (This shall not be construed to require approval for placing~~
31 ~~appropriate furniture on balconies, patios, or lanais, but does include blinds or shutters~~
32 ~~including, but not limited to hurricane shutters or types other than those installed by the~~
33 ~~Developer as part of the construction of the condominium.) Unless otherwise approved,~~

1 ~~curtains, blinds, and drapes shall be white or off-white, or soft pastel in color or lined with~~
2 ~~materials of these colors.~~

3 ~~(3) Owner Alteration of Common Elements Restricted. No owner shall make~~
4 ~~any alterations in the portions of the improvements which are to be maintained by the~~
5 ~~Association or remove any portion thereof or make any additions thereto without the prior~~
6 ~~written approval of the Board of Directors. The Board shall have the authority to approve the~~
7 ~~proposed work, disapprove the work (in which event the work shall not be done), or to require~~
8 ~~modifications to the work and the Board's decision shall be determinative of the matter. All~~
9 ~~applicable government agencies must approve and grant permits and the entire expense~~
10 ~~including subsequent maintenance and restoration must be borne by such owner. The~~
11 ~~Association may require approval from engineers or other professionals as a prerequisite.~~
12 ~~No owner shall do any work which would jeopardize the safety or soundness of the building~~
13 ~~or impair any easements. If approved, two units within the same ownership and adjacent,~~
14 ~~either horizontally or vertically, may be connected by doorways or stairways through~~
15 ~~common elements, walls, or floors. Such Board approved work is declared not to constitute~~
16 ~~material alterations or substantial additions to the common elements.~~

17 ~~7 COMMON ELEMENTS:~~

18 ~~7.1 COMMON ELEMENTS - The common elements shall be owned by the unit owners~~
19 ~~in undivided one-one hundred six (1/106) of the whole per unit.~~

20 ~~7.2 NO PARTITION - No action for partition of the common elements shall lie.~~

21 ~~7.3 USE - Each unit owner and the Association shall be entitled to use the common~~
22 ~~elements in accordance with the purposes for which they are intended, but no such use shall~~
23 ~~hinder or encroach upon the lawful rights of other unit owners.~~

24 ~~7.4 MATERIAL ALTERATIONS AND ADDITIONS - Except for changes made by an owner~~
25 ~~with Association approval per 6.2(2) or 6.2(3), or by the Board of Directors alone, for the~~
26 ~~integrity of the condominium property, material alteration of or substantial additions to the~~
27 ~~common elements or to Association property including the purchase, acquisition, sale,~~
28 ~~conveyance, or mortgaging of such property may be effectuated only by vote of sixty-seven~~
29 ~~percent (67%) of the voting interests of the condominium at a meeting called for the purpose.~~
30 ~~The Board of Directors may lease or grant easements or licenses for the use of common~~
31 ~~elements or Association property if it will benefit the members of the Association. The~~
32 ~~Association is also authorized to enter into agreements, to acquire leaseholds,~~
33 ~~memberships, or other possessory or use interests in lands or facilities such as country~~
34 ~~clubs, golf courses, marinas, and other facilities whether or not contiguous to the lands of~~

1 ~~the condominium if they are intended to provide enjoyment, recreation, or other use or~~
2 ~~benefit to the unit owners.~~

3 ~~8. FISCAL MANAGEMENT: The fiscal management of the condominium including budget,~~
4 ~~fiscal year, charges, assessment, and collection of assessments shall be as set forth herein~~
5 ~~and in the Bylaws.~~

6 ~~9. ADMINISTRATION: The administration of the condominium shall be by the Board of~~
7 ~~Directors and its powers and duties shall be as set forth herein and in the Bylaws.~~

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

17 9.1 UNIT AND LIMITED COMMON ELEMENT ACCESS. The irrevocable right of access
18 to each Unit and its appurtenant Limited Common Elements during reasonable hours and
19 with reasonable notice as may be necessary for the Maintenance of any Common Elements
20 or of any portion of a Unit to be maintained by the Association pursuant to this Declaration,
21 or as necessary to prevent damage to the Common Elements or to any Unit or Units, or to
22 determine compliance with the terms and provisions of this Declaration, the exhibits
23 annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as
24 the same may be amended from time to time. A pass key or code must be provided by the
25 Unit Owner to the Association for each Unit entry door and any private access areas, and as
26 may be applicable air conditioning or utility room or closet, storage unit, and any secured
27 parking area. The Association may utilize a master key/entry system. In the event that Unit
28 Owner fails to provide a key or other applicable means of access, the Association shall be
29 entitled (but is not obligated) to use all reasonable and necessary efforts to access the Unit
30 or Limited Common Element, including, but not limited to, the hiring of a locksmith or the
31 engagement of local fire and rescue authority; in which case, the Association shall also have
32 the right to charge to the Unit Owner all costs and expenses associated with the
33 Association's attempt to gain access to the Unit, secured by a Lien for Charges. Nothing
34 contained in this section shall in any way obligate the Association to act or impose any
35 additional liability or responsibility on the Association with regard to the access of the Unit

1 or Limited Common Elements. When a Unit Owner must Maintain portions of the
2 Condominium Property, and that activity requires access to another Unit, the Unit Owner
3 has reasonable right of access which shall be administered through the Association. The
4 Unit Owner upon whose behalf access has been obtained is obligated for the expense of
5 repairing any damage to the Condominium Property, or other property of the Unit Owner or
6 in the Unit accessed.

7 9.2 ASSESSMENTS AND CHARGES. The power to make and collect regular
8 Assessments, Special Assessments, and other Charges against Unit Owners.

9 9.3 DELEGATION. The power to enter into contracts with others, for valuable
10 consideration, for maintenance and management of the Condominium Property and
11 Association Property and in connection therewith, or its Officers, Committees,
12 Management, or other agents, to delegate the powers and rights herein contained, including,
13 without limitation, the making and collecting of Assessments and other Charges against Unit
14 Owners, and perfecting liens for nonpayment thereof.

15 9.4 REGULATIONS. The power to adopt and amend Rules and Regulations regarding
16 the operation of the Association and use, appearance, maintenance, transfer and
17 administration of the Condominium Property and Association Property.

18 9.5 ACQUISITION OR TRANSFER OF REAL OR PERSONAL PROPERTY; LEASING
19 COMMON ELEMENTS AND ASSOCIATION PROPERTY. The power to acquire real property
20 and transfer real property owned by the Association or otherwise convey and mortgage real
21 property with the same approval of Unit Owners as needed to amend the Declaration. No
22 Unit Owner approval is required to acquire, purchase, or mortgage a Unit in connection with
23 foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Unit. No Unit Owner
24 approval is required to acquire and mortgage a Unit in connection with the Association's right
25 of first refusal set forth in Article 13, nor to dispose of such Unit. No Unit Owner approval is
26 required for the acquisition or disposition of real property necessary, as determined by the
27 Board, to address legal description or survey errors, or boundary or ownership disputes or
28 uncertainties. Leasing of Units, Common Elements or Association Property may be
29 approved by the Board, as well as the lease fees, use fees, and other fees permitted by the
30 Act or the Condominium Documents. The Board has the authority to acquire personal
31 property and to dispose of same, without need for membership approval.

32 9.6 MEMBERSHIP AGREEMENTS. The power to enter into agreements to acquire
33 leaseholds, memberships, and other possessory or use interests in lands or facilities such
34 as country clubs, golf courses, marinas, and other recreational facilities with the same
35 approval of Unit Owners as needed to amend the Declaration.

1 9.7 FEES FOR USE OF COMMON ELEMENTS; OTHER FEES AND DEPOSITS. The power
2 to set reasonable fees, pursuant to the Act. The Board has the authority to set use fees for
3 use of Common Elements or Association Property, as well as the regulations and policies
4 pertaining to such use. The Board may, on a reasonable basis, permit use of the Common
5 Elements or Association Property for private functions. The Board may also establish other
6 fees and deposits determined necessary by the Board. Without limitation, same includes
7 clubhouse/meeting room deposits, use fees and/or clean-up fees; fees for the issuance of
8 parking passes or decals; fees for architectural/engineer review of renovation/alteration
9 plans; contractor damage deposits; pet deposits; key/access card deposits; and internet
10 service, facsimile service and other services using Association equipment. Nothing in this
11 Declaration shall be construed as obligating the Association to provide any of the
12 aforementioned services.

13 9.8 LEASE OF ASSOCIATION PROPERTY OR COMMON ELEMENTS. The power to lease
14 Association Property or Common Elements, as authorized by the Board, including, but not
15 limited to, the lease of Building roof areas and other Common Elements for antennas or
16 other telecommunications and similar equipment.

17 9.9 LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty to
18 maintain, repair, replace, insure or reconstruct parts of the Condominium Property, the
19 Association is not liable to Unit Owners or any other Person for injury or damages of any
20 nature, other than for the cost of maintenance and repair of items for which the Association
21 is otherwise responsible, caused by the acts or omissions of any third party, caused by
22 progressive, latent or unknown condition of the Condominium Property, nor for any claims
23 for damages or expenses affiliated with the maintenance and repair of the Condominium
24 Property, except incidental damage to Owner property as provided in Article 8.1.5. The
25 Association has no liability in any case for loss of use or inability to inhabit the Condominium
26 Property during work performed by, or at the direction of the Association, when the Board
27 reasonably believes the property cannot be safely occupied or occupied in a manner that
28 would unreasonably impede the work during said period(s) of time, or where the Owner or
29 any Resident, Tenant or other Occupant chooses not to inhabit or Occupy the Unit. Without
30 limiting the intended generality of the foregoing, the Association has no liability for loss of
31 use, loss of rental income, alternative housing or subsistence expenses, or loss of value.

32 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN THE**
33 **CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR BINDING**
34 **THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR**
35 **IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE**
36 **OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM**

1 PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES,
2 GUESTS, TENANTS, INVITEES OR FOR ANY PROPERTY OF ANY SUCH PERSONS.
3 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

4 9.9.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT
5 THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION,
6 AND WHICH GOVERN OR REGULATE THE USE OF THE CONDOMINIUM PROPERTY, HAVE
7 BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE
8 OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY
9 AND THE VALUE THEREOF; AND

10 9.9.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN
11 CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS OF THE UNITED STATES,
12 STATE OF FLORIDA, LEE COUNTY, AND/OR ANY OTHER JURISDICTION OR FOR THE
13 PREVENTION OF TORTIOUS OR CRIMINAL ACTIVITIES; AND

14 9.9.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING
15 FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND OR
16 WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES
17 OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO
18 PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF
19 ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH UNIT
20 OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR
21 MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY SHALL BE
22 BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED
23 ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE
24 ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE
25 LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION. AS USED
26 IN THIS ARTICLE, "ASSOCIATION" INCLUDES WITHIN ITS MEANING ALL OF THE
27 ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND OTHER PERSONS
28 THE ASSOCIATION MAY BE REQUIRED TO INDEMNIFY, TO THE EXTENT AND LIMIT OF
29 SUCH INDEMNITY, AND WITHOUT WAIVING, REDUCING OR OTHERWISE MODIFYING
30 COVERAGE OBLIGATIONS OR SUBROGATION RIGHTS OF ANY INSURER.

31 9.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew. Each
32 Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which
33 is conducive to the growth of mold and/or mildew. The Board has the authority to adopt
34 reasonable Rules and Regulations regarding maximum or minimum temperatures for Units
35 and/or require that the air conditioning to the Units be set within certain temperature and/or

1 humidity ranges and may require Owners to take such further actions as the Board deems
2 advisable to control humidity and mold and/or mildew growth. The Association is not
3 responsible for the prevention of mold and/or mildew or any damages including, but not
4 limited to, any special or consequential damages, property damages, personal injury, loss
5 of income, emotional distress, death, loss of use, diminution or loss of value of the Unit,
6 economic damages, and adverse health effects relating to, arising from or caused by mold
7 and/or mildew accumulation regardless of the cause of said mold/or mildew. Prevention and
8 remediation of mold within the boundaries of a Unit, or on Common Elements when due to
9 interior Unit conditions or events, is a Unit Owner responsibility.

10 **EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN**
11 **UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY**
12 **SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTO MA TI**
13 **CALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES**
14 **OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR**
15 **HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT SUCH PERSON HAS, OR MAY**
16 **HAVE IN THE FUTURE, IN LAW OR IN EQUITY AGAINST THE ASSOCIATION, ITS OFFICERS,**
17 **DIRECTORS, AND COMMITTEE MEMBERS, OR ANY PERSON OR ENTITY THE**
18 **ASSOCIATION IS OBLIGATED TO INDEMNIFY (AND WITHOUT WAIVING, REDUCING OR**
19 **OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION RIGHTS OF ANY**
20 **INSURER), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR**
21 **AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR**
22 **PRESENCE OF MOLD AND/OR MILDEW IN OR ON THE CONDOMINIUM PROPERTY OR**
23 **ANY CHEMICAL OR TOXIN SECRETED THEREFROM.**

24 Prevention and remediation of mold in the Common Elements, when due to conditions or
25 events in the Common Elements, is the responsibility of the Association.

26 9.11 RADON GAS. Radon is a naturally occurring radioactive gas that, when it has
27 accumulated in the Building and Units in sufficient quantities, may present health risks to
28 Persons who are exposed to it over time. Levels of radon that exceed federal and state
29 guidelines have been found in buildings in Florida. Additional information regarding radon
30 and radon testing may be obtained from your county public health department. The
31 foregoing notice is provided for informational purposes only. The Association does not
32 conduct radon testing with respect to the Condominium and specifically disclaims any and
33 all representations or warranties as to the absence of radon gas or radon producing
34 conditions in connection with the Condominium. The Association is not responsible for
35 mitigating the existence of radon inside of Units and may establish such conditions as the

1 Board deems appropriate if the Association approves an Owner request to install mitigation
2 equipment.

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

16 9.12 ATMOSPHERIC CONDITIONS, POLLUTION, CONTAMINANTS, COMMUNICABLE
17 DISEASES, VIRUSES, AND PUBLIC HEALTH. Notwithstanding the duty to maintain, repair,
18 replace, insure, or reconstruct parts of the Condominium Property or Association Property,
19 the Association is not liable to Unit Owners or any other Person for injury or damages of any
20 nature caused by atmospheric or natural conditions, including but not limited to red tide,
21 pollution, algae, natural debris, viruses, airborne or other communicable diseases, or acts
22 of God, which shall collectively be referred to herein as "public health" for simplicity. Without
23 limiting the intended generality of the forgoing, the Association has no liability for loss of use,
24 loss of rental income, alternative housing or subsistence expenses, loss of value, personal
25 or property injury, or death arising from public health matters.

26 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN THE**
27 **CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR BINDING**
28 **THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR**
29 **IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE**
30 **OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM**
31 **PROPERTY AND/OR ASSOCIATION PROPERTY, INCLUDING, WITHOUT LIMITATION,**
32 **RESIDENTS AND THEIR FAMILIES, GUESTS, TENANTS, INVITEES OR FOR ANY PROPERTY**
33 **OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

34 **9.12.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS**
35 **THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE**

1 ASSOCIATION, AND WHICH GOVERN OR REGULATE THE USE OF THE CONDOMINIUM
2 PROPERTY, HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR
3 THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE
4 CONDOMINIUM PROPERTY AND/OR ASSOCIATION PROPERTY AND THE VALUE
5 THEREOF; AND

6 9.12.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN
7 CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS, POLICIES OR
8 RECOMMENDATIONS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY,
9 AND/OR ANY OTHER JURISDICTION REGARDING MATTERS OF PUBLIC HEALTH OR FOR
10 THE PREVENTION OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY ARISING
11 THEREFROM; AND

12 9.12.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING
13 FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND OR
14 WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES
15 OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO
16 PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF
17 ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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

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

31 NOTHING HEREIN SHALL PREVENT OR LIMIT THE ASSOCIATION FROM
32 EXERCISING THE POWERS SET FORTH IN THE CONDOMINIUM DOCUMENTS OR
33 APPLICABLE LAW, INCLUDING THE EXERCISE OF EMERGENCY POWERS AS WELL AS
34 THE GENERAL ADMINISTRATION OF THE CONDOMINIUM PROPERTY AND ASSOCIATION
35 PROPERTY AND THE AFFAIRS OF THE ASSOCIATION. HOWEVER, THE EXERCISE OF

1 SUCH POWERS SHALL NOT BE DEEMED TO WAIVE, ABANDON OR LESSEN THE
2 PROVISIONS OF THIS ARTICLE, WHICH HAVE BEEN APPROVED BY THE OWNERS FOR
3 THE COLLECTIVE PROTECTION OF THE ASSOCIATION.

4 9.13 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The share of a Unit
5 Owner in the funds and assets of the Association cannot be assigned, hypothecated, or
6 transferred in any manner except as an appurtenance to his or her Unit.

7
8 ~~10. INSURANCE: Insurance covering the Condominium Property and the Association~~
9 ~~Property shall be governed by the following provisions:~~

10 ~~10.1 PURCHASE, CUSTODY, AND PAYMENT-~~

11 ~~(1) Purchase. All insurance policies described herein covering portions of the~~
12 ~~Condominium Property shall be purchased by the Association and shall be issued by an~~
13 ~~insurance company authorized to do business in Florida:~~

14 ~~(2) Approval. Each insurance policy, the agency and company issuing the~~
15 ~~policy, and the Insurance Trustee (if appointed) hereinafter described shall be subject to the~~
16 ~~approval of the Primary Institutional Mortgagee in the first instance:~~

17 ~~(3) Named Insured. The named insured shall be the Association, individually,~~
18 ~~and as agent for Owners of Units covered by the policy, without naming them, and as agent~~
19 ~~for their mortgagees, without naming them. The Unit owners and their mortgagees shall be~~
20 ~~deemed additional insures:~~

21 ~~(4) Custody of Policies And Payment of Proceeds. All policies shall provide that~~
22 ~~payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed),~~
23 ~~and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if~~
24 ~~appointed):~~

25 ~~(5) Copies To Mortgagees. One copy of each insurance policy, or a certificate~~
26 ~~evidencing such policy, and all endorsements thereto, shall be furnished by the Association~~
27 ~~upon request to each Institutional Mortgagee who holds a mortgage upon a Unit covered by~~
28 ~~the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the~~
29 ~~beginning of the term of the policy, or not less than ten (10) days prior to the expiration of~~
30 ~~each preceding policy that is being renewed or replaced, as appropriate:~~

31 ~~(6) Personal Property And Liability. Except as specifically provided herein or by~~
32 ~~the Act, the Association shall not be responsible to Unit Owners to obtain insurance~~
33 ~~coverage upon the property lying within the boundaries of their Unit, including, but not~~

1 limited to, their personal property, and for their personal liability and living expense and for
2 any other risks not otherwise insured in accordance herewith.

3 ~~10.2 COVERAGE – The Association shall use its best efforts to maintain insurance~~
4 ~~covering the following:~~

5 ~~(1) Casualty. The Building (including all fixtures, installations, or additions~~
6 ~~comprising that part of the Building within the boundaries of the Units and required by the~~
7 ~~Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings,~~
8 ~~floor coverings, wall coverings, and ceiling coverings, or other personal property owned,~~
9 ~~supplied, or installed by Unit Owners or tenants of Unit Owners) and all Improvements~~
10 ~~located on the Common Elements from time to time, together with all fixtures, building~~
11 ~~service equipment, personal property, and supplies constituting the Common Elements or~~
12 ~~owned by the Association, less that portion permitted by the Act to be excluded from the~~
13 ~~Association's responsibility after July 1, 1992 (collectively the "Insured Property"), shall be~~
14 ~~insured in an amount not less than 100% of the full insurable replacement value thereof,~~
15 ~~excluding foundation and excavation costs. Such policies may contain reasonable~~
16 ~~deductible provisions as determined by the Board of Directors of the Association. Such~~
17 ~~coverage shall afford protection against:~~

18 ~~A. Loss or damage by fire and other hazards covered by a standard~~
19 ~~extended coverage endorsement; and~~

20 ~~B. Such other risks as from time to time are customarily covered with~~
21 ~~respect to buildings and improvements similar to the Insured Property in construction,~~
22 ~~location, and use, including, but not limited to, vandalism and malicious mischief.~~

23 ~~(2) Liability. Comprehensive general public liability and automobile liability~~
24 ~~insurance covering loss or damage resulting from accidents or occurrences on or about or~~
25 ~~in connection with the Insured Property or adjoining driveways and walkways, or any work,~~
26 ~~matters, or things related to the Insured property, with such coverage as shall be required by~~
27 ~~the Board of Directors of the Association, but with combined single limit liability of not less~~
28 ~~than \$1,000,000.00 for each accident or occurrence, \$300,000.00 per person, and~~
29 ~~\$100,000.00 property damage, and with a cross liability endorsement to cover liabilities of~~
30 ~~the Unit Owners as a group to any Unit Owner, and vice versa.~~

31 ~~(3) Worker's Compensation. Worker's Compensation and other mandatory~~
32 ~~insurance, when applicable.~~

33 ~~(4) Flood Insurance. Flood Insurance if required by the Primary Institutional~~
34 ~~Mortgagees or if the Association so elects.~~

1 ~~(5) Fidelity Insurance. Fidelity Insurance, Fidelity Bonds, covering all directors,~~
2 ~~officers, employees, and management agents of the Association who control or disburse~~
3 ~~Association funds, in an amount not less than that set forth in Chapter 718.112(2)(j).~~

4 ~~(6) Association Property. Appropriate additional policy provisions, policies, or~~
5 ~~endorsements extending the applicable portions of the coverage described above to all~~
6 ~~Association Property, where such coverage is available.~~

7 ~~(7) Other Insurance. Such other insurance as the Board of Directors of the~~
8 ~~Association shall determine from time to time to be desirable.~~

9 ~~When appropriate and obtainable, each of the foregoing policies shall waive~~
10 ~~the insurer's right to: (i) subrogation against the Association and against the Unit Owners~~
11 ~~individually and as a group, (ii) to pay only a fraction of any loss in the event of co-insurance~~
12 ~~or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability~~
13 ~~for a loss that is caused by an act of the Board of Directors of the Association, a member of~~
14 ~~the Board of Directors of the Association, one or more Unit Owners, or as a result of~~
15 ~~contractual undertakings. Additionally, each policy shall provide that any insurance trust~~
16 ~~agreement will be recognized, that the insurance trust agreement will be recognized, that~~
17 ~~the insurance provided shall not be prejudiced by any act or omissions of individual Unit~~
18 ~~Owners that are not under the control of the Association, and that the policy shall be primary,~~
19 ~~even if a Unit Owner has other insurance that covers the same loss.~~

20 ~~10.3 ADDITIONAL PROVISIONS - All policies of physical damage insurance shall~~
21 ~~provide that such policies may not be canceled or substantially modified without at least~~
22 ~~forty-five (45) days prior written notice of all of the named insures, including all mortgagees~~
23 ~~of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board~~
24 ~~of Directors shall obtain an appraisal from a fire insurance company, or other competent~~
25 ~~appraiser, of the full insurable replacement value of the Insured Property (exclusive of~~
26 ~~foundations), without deduction for depreciation, for the purpose of determining the amount~~
27 ~~of insurance to be effected pursuant to this Section.~~

28 ~~10.4 PREMIUMS - Premiums upon insurance policies purchased by the Association~~
29 ~~shall be paid by the Association as a Common Expense. Premiums may be financed in such~~
30 ~~manner as the Board of Directors deems appropriate.~~

31 ~~10.5 UNIT OWNER - Each Unit owner shall obtain and maintain at all times, individual~~
32 ~~casualty and general liability policies insuring the property lying within the boundaries of~~
33 ~~their Unit and for their personal liability arising in the use of their own Unit and other areas of~~
34 ~~the Common Elements for which they have exclusive use.~~

1 ~~10.6 INSURANCE TRUSTEE: SHARE OF PROCEEDS—All insurance policies obtained~~
2 ~~by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners~~
3 ~~and their mortgagees, as their respective interests may appear, and shall provide that all~~
4 ~~proceeds covering property losses shall be paid to the Insurance Trustee which may, but~~
5 ~~need not, be designated by the Board of Directors. References herein to the Insurance~~
6 ~~Trustee shall be deemed to apply to the Board of Directors if it elects to serve such functions~~
7 ~~pursuant to Section 16.11 hereof. The Insurance Trustee shall not be liable for payment of~~
8 ~~premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any~~
9 ~~insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as~~
10 ~~are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the~~
11 ~~benefit of the Unit Owners and their respective mortgagees in the following shares, but~~
12 ~~shares need not be set forth on the records of the Insurance Trustee:~~

13 ~~(1) Insured Property. Proceeds on account of damage to the Insured Property~~
14 ~~shall be held in undivided shares for each Unit Owner, such shares being the same as the~~
15 ~~undivided shares in the Common Elements appurtenant to each Unit, provided that if the~~
16 ~~Insured Property so damaged includes property lying within the boundaries of specific Units,~~
17 ~~that portion of the proceeds allocable to such property shall be held as if that portion o the~~
18 ~~Insured Property were Optional Property as described in Paragraph (2) below:~~

19 ~~(2) Optional Property. Proceeds on account of damage solely to Units and/or~~
20 ~~certain portions or all of the contents thereof not included in the Insured Property (all as~~
21 ~~determined by the Association in its sole discretion) (collectively the “Optional Property”), if~~
22 ~~any is collected by reason of optional insurance which the Association elects to carry~~
23 ~~thereon (as contemplated herein), shall be held for the benefit of owners of Units or other~~
24 ~~portions of the Optional Property damaged in proportion to the cost of repairing the damage~~
25 ~~suffered by each such affected owner, which cost and allocation shall be determined in the~~
26 ~~sole discretion of the Association:~~

27 ~~(3) Mortgagees. No mortgagee shall have any right to determine or participate~~
28 ~~in the determination as to whether or not any damaged property shall be reconstructed or~~
29 ~~repaired, and no mortgagee shall have any right to apply or have applied to the reduction of~~
30 ~~a mortgage debt any insurance proceeds, except for actual distributions thereof made to the~~
31 ~~Unit Owner and mortgagee pursuant to the provisions of this Declaration:~~

32 ~~10.7 DISTRIBUTION OF PROCEEDS—Proceeds of insurance policies received by the~~
33 ~~Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in~~
34 ~~the following manner:~~

1 ~~(1) Expenses Of The Trust. All expenses of the Insurance Trustee shall be first~~
2 ~~paid or provision shall be made therefor.~~

3 ~~(2) Reconstruction or Repair. If the damaged property for which the proceeds~~
4 ~~are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray~~
5 ~~the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such~~
6 ~~costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and~~
7 ~~their mortgagees being payable jointly to them.~~

8 ~~(3) Failure To Reconstruct or Repair. If it is determined in the manner~~
9 ~~elsewhere provided that the damaged property for which the proceeds are paid shall not be~~
10 ~~reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial~~
11 ~~owners as provided in Section 10.6 above, and distributed first to all Institutional Mortgagees~~
12 ~~in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial~~
13 ~~owners.~~

14 ~~(4) Certificate. In making distributions to unit owners and their mortgagees,~~
15 ~~the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by~~
16 ~~its President and Secretary as to the names of the Unit Owners and their mortgagees and~~
17 ~~their respective shares of the distribution.~~

18 ~~10.8 ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed as~~
19 ~~agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other~~
20 ~~lien upon a Unit and for each owner of any other interest in the Condominium Property to~~
21 ~~adjust all claims arising under insurance policies purchased by the Association and to~~
22 ~~execute and deliver releases upon the payment of claims.~~

23 ~~10.9 UNIT OWNERS' PERSONAL COVERAGE - Unless the Association elects~~
24 ~~otherwise, the insurance purchased by the Association shall not cover claims against an~~
25 ~~Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents~~
26 ~~of an Owner's Unit. It shall be the obligation of the individual Unit owner, if such owner so~~
27 ~~desires, to purchase and pay for insurance as to all such and other risks not covered by~~
28 ~~insurance carried by the Association.~~

29 ~~10.10 BENEFIT OF MORTGAGEES - Certain provisions in this Section 10 entitled~~
30 ~~"Insurance" are for the benefit of mortgagees of Units and may be enforced by such~~
31 ~~mortgagees.~~

32 ~~10.11 INSURANCE TRUSTEE OPTIONAL - The Board of Directors of the Association~~
33 ~~shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the~~
34 ~~Association fails or elects not to appoint such Trustee, the Association will perform directly~~

1 ~~all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any~~
2 ~~Insurance Trustee are Common Expenses.~~

3 ~~10.12 PRESUMPTION AS TO DAMAGED PROPERTY—In the event of a dispute or lack~~
4 ~~of certainty as to whether damaged property constitutes a Unit(s) or Common Elements,~~
5 ~~such property shall be presumed to be Common Elements.~~

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

8 10.1 Authority to Purchase Insurance. All insurance policies shall be purchased by
9 the Association for the benefit of the Association and the Unit Owners and their mortgagees
10 as their respective interests may appear.

11 10.2 Coverage. All provisions pertaining to insurance coverage shall be construed in
12 accordance with the Act, and insurance policies purchased by the Association is intended
13 to comply with all coverage requirements of the Act.

14 10.2.1 Property Insurance. Except as otherwise provided in this Declaration,
15 the Association shall use its best efforts to obtain and maintain fire, wind, and other property
16 coverage deemed advisable by the Board with an insurance company authorized to do
17 business in Florida, upon the Insurable Improvements of the Condominium for the
18 replacement value thereof, including coverage for changes in building codes, unless the
19 Board determines that such coverage for changes in building codes is not reasonably
20 available or commercially practicable. Insurance policies may include a commercially
21 reasonable deductible as determined by the Board. The Board may exclude landscaping and
22 exterior improvements not customarily insured by condominium associations in the locality,
23 and other customary exclusions such as foundation and excavation costs, in its discretion.
24 The Association shall determine the replacement value of the Insurable Improvements
25 through independent appraisal, at least every thirty-six (36) months, so long as required by
26 the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board, and
27 shall give notice of such meeting, and determine the deductibles, as required by the Act, so
28 long as required by the Act. Notwithstanding the foregoing requirement, the Association,
29 through

30 its Board, will have fulfilled its duty to use best efforts to obtain insurance coverage if it
31 obtains and maintains such insurance coverage as may be reasonably available from time
32 to time given market and economic conditions. Unless otherwise required by law, and
33 subject to Article 1.26, the Unit Owners are responsible to insure all alterations,
34 modifications or additions made to the Unit, Limited Common Elements, or Common
35 Elements by said Unit Owner, or his or her predecessor in interest or title, except insurance

1 of elements previously insured by the Association which have been replaced with code
2 compliant elements, which shall be considered Insurable Improvements, except as may
3 otherwise be provided by law.

4 10.2.2 Flood. The Association shall use its best efforts to obtain and maintain
5 adequate flood insurance, for replacement value, less a commercially reasonable
6 deductible as determined by the Board, and less foundation and excavation costs if
7 determined by the Board. The Association will have discharged its responsibility to use its
8 "best efforts" to obtain "adequate" flood insurance if it is able to purchase flood insurance
9 up to the limits available through the National Flood Insurance Program (NFIP), or through
10 any similar federally-sponsored or related program, or through private carriers with similar
11 coverage, for premium rates that are generally commensurate with flood insurance premium
12 rates for condominiums in the local area.

13 10.2.3 Liability Insurance. The Association shall obtain and maintain public
14 liability insurance covering all of the Common Elements and Association Property in such
15 amount as the Board may deem appropriate. The Board has the authority to compromise
16 and settle all claims against the Association or upon insurance policies held by the
17 Association. The Unit Owners shall have no personal liability upon such claims, except as
18 may be otherwise provided by law.

19 10.2.4 Fidelity Bond. The Association shall obtain and maintain insurance or
20 fidelity bonding of all Persons and in such amounts as required by the Act.

21 10.2.5 Worker's Compensation. Such worker's compensation coverage as
22 may be required by law or deemed advisable by the Board.

23 10.2.6 Other Insurance. Such other insurance as the Board may from time to
24 time deem to be necessary, including, but not limited to, Errors and Omissions Officers and
25 Directors Liability insurance coverage and insurance for the benefit of its employees.

26 10.3 Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the
27 Association covering property losses shall be paid to the Association, and all policies and
28 endorsements thereon shall be deposited with the Association.

29 10.3.1 Flood Insurance Proceeds. In situations where the Association receives
30 flood insurance proceeds for Owner Insurance Elements the Board may fairly allocate such
31 proceeds as it deems appropriate amongst damage to multiple Units and the Common
32 Elements. The Association may disburse funds directly to the Owners and may require such
33 assurances as the Board determines reasonable, including, but not limited to, the
34 requirement of the signing of a release, and/or an undertaking to perform the work, and/or

1 requirement that the monies will not be released until the work is complete. The Association
2 may also permit work covered by these funds to be performed by Association contractors
3 and may require adequate assurances that the Owner be financially responsible for any
4 costs or expenses not covered by insurance proceeds.

5 10.4 Association as Agent. The Association is irrevocably appointed agent for each
6 Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner
7 of any other interest in the Condominium Property or any property in which the Association
8 owns an interest, to adjust and settle all claims arising under insurance policies carried by
9 the Association, and to execute and deliver releases upon the payment of such claim.

10 10.5 Unit Owner Insurance. Each Unit Owner shall be responsible for the purpose of
11 casualty insurance for all of their personal property including the following equipment, if any,
12 located within their Unit: electrical fixtures, appliances, wall coverings, ceiling coverings
13 and floor coverings, water heaters and built in cabinets.

14 **11. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY:**

15 ~~11.1 DETERMINATION TO RECONSTRUCT OR REPAIR – In the event of damage to or~~
16 ~~destruction of the Insured Property (and the Optional Property, if insurance has been~~
17 ~~obtained by the Association with respect thereto) as a result of fire or other casualty (unless~~
18 ~~75% or more of the Insured Property (and the Optional Property, if insurance has been~~
19 ~~obtained by the Association with respect thereto) is destroyed or substantially damaged and~~
20 ~~unit owners owning 80% or more of the applicable interests in the Common Elements elect~~
21 ~~not to proceed with repairs or restoration and a Majority of Institutional Mortgagees approve~~
22 ~~such election], the Board of Directors shall arrange for the prompt repair and restoration of~~
23 ~~the Insured Property (and the Optional Property, if insurance has been obtained by the~~
24 ~~Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the~~
25 ~~proceeds of all insurance policies to the contractors engaged in such repair and restoration~~
26 ~~in appropriate progress payments.~~

27 ~~If 75% or more of the Insured Property (and the Optional Property, if insurance has~~
28 ~~been obtained by the Association with respect thereto) is substantially damaged or~~
29 ~~destroyed and if Unit Owners owning 80% of the applicable interests in the Common~~
30 ~~Elements duly and promptly resolve not to proceed with the repair or restoration thereof and~~
31 ~~a Majority of Institutional Mortgagees approve such resolution, the Condominium Property~~
32 ~~will not be repaired and shall be subject to an action for partition instituted by the~~
33 ~~Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were~~
34 ~~owned in common, in which event the net proceeds of insurance resulting from such~~
35 ~~damage or destruction shall be divided among all the Unit Owners in proportion to their~~

1 ~~respective interests in the Common Elements (with respect to proceeds held for damage to~~
2 ~~the Insured Property other than that portion of the Insured Property lying within the~~
3 ~~Boundaries of the Unit), and among affected Unit owners in proportion to the damage~~
4 ~~suffered by each such affected Unit Owner, as determined in the Sole discretion of the~~
5 ~~Association (with respect to proceeds held for damage to the Optional Property, if any,~~
6 ~~and/or that portion of the Insured Property lying within the boundaries of the Unit); provided,~~
7 ~~however, that no payment shall be made to a Unit Owner until there has first been paid off~~
8 ~~out of his share of such fund all mortgages and liens on his Unit in the order of priority of such~~
9 ~~mortgages and liens.~~

10 ~~Whenever, in this Section the words "promptly repair" are used, it shall mean that~~
11 ~~repairs are to begin not more than sixty (60) days from the date of the Insurance Trustee (if~~
12 ~~appointed) notifies the Board of Directors and Unit owners that it holds proceeds of~~
13 ~~insurance on account of such damage or destruction sufficient to pay the estimated cost of~~
14 ~~such work, or not more than ninety (90) days after the Insurance Trustee (if appointed)~~
15 ~~notifies the Board of Directors and the Unit Owners that such proceeds of insurance are~~
16 ~~insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed)~~
17 ~~may rely upon a certificate of the Association made by its President and Secretary to~~
18 ~~determine whether or not the damaged property is to be reconstructed or repaired.~~

19 ~~11.2 PLANS AND SPECIFICATIONS -- Any reconstruction or repair must be made~~
20 ~~substantially in accordance with the plans and specifications for the original Improvements~~
21 ~~and then applicable building and other codes; or if not, then in accordance with the plans~~
22 ~~and specifications approved by the Board of Directors of the Association and then applicable~~
23 ~~building and other codes, and if the damaged property which is to be altered is the Building~~
24 ~~or the Optional Property, by the Owners of not less than 80% of the applicable interests in~~
25 ~~the Common Elements, as well as the owners of all Units and other portions of the Optional~~
26 ~~Property (and their respective mortgages) the plans for which are to be altered.~~

27 ~~11.3 SPECIAL RESPONSIBILITY - If the damage is only to those parts of the Optional~~
28 ~~Property for which the responsibility of maintenance and repair is that of the respective Unit~~
29 ~~Owners, then the Unit Owners shall be responsible for all necessary reconstruction and~~
30 ~~repair, which shall be effected promptly and in accordance with guidelines established by~~
31 ~~the Board of Directors (unless insurance proceeds are held by the Association with respect~~
32 ~~thereto by reason of the purchase of optional insurance thereon, in which case the~~
33 ~~Association shall have the responsibility to reconstruct and repair the damaged Optional~~
34 ~~Property, provided the respective Unit Owners shall be individually responsible for any~~
35 ~~amount by which the cost of such repair or reconstruction exceeds the insurance proceeds~~
36 ~~held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole~~

1 ~~discretion of the Association). In all other instances, the responsibility for all necessary~~
2 ~~reconstruction and repair shall be that of the Association.~~

3 ~~(1) Disbursement. The proceeds of insurance collected on account of a~~
4 ~~casualty, and the sums collected from Unit Owners on account of such casualty, shall~~
5 ~~constitute a construction fund which shall be disbursed in payment of the costs of~~
6 ~~reconstruction and repair in the following manner and order:~~

7 ~~A. Association - Lesser Damage. If the amount of the estimated costs~~
8 ~~of reconstruction and repair which are the responsibility of the Association is less than~~
9 ~~\$100,000.00, then the construction fund shall be disbursed in payment of such costs upon~~
10 ~~the order of the Board of Directors of the Association; provided, however, that upon request~~
11 ~~to the Insurance Trustee (if appointed) by an Institutional Mortgagee which is a beneficiary~~
12 ~~of an insurance policy, the proceeds of which are included in the construction fund, such~~
13 ~~fund shall be disbursed in the manner provided below for the reconstruction and repair of~~
14 ~~major damage.~~

15 ~~B. Association - Major Damage. If the amount of the estimated costs of~~
16 ~~reconstruction and repair which are the responsibility of the Association is more than~~
17 ~~\$100,000.00, then the construction fund shall be disbursed in payment of such costs in the~~
18 ~~manner contemplated by subparagraph A, above, but then only upon the further approval of~~
19 ~~an architect qualified to practice in Florida and employed by the Association to supervise~~
20 ~~the work.~~

21 ~~C. Unit Owners. If there is a balance of insurance proceeds after~~
22 ~~payment of all costs of reconstruction and repair that are the responsibility of the~~
23 ~~Association, this balance may be used by the Association to effect repairs to the Optional~~
24 ~~Property (if not insured or if under-insured), or may be distributed to Owners of the Optional~~
25 ~~Property who have the responsibility for reconstruction and repair thereof. The distribution~~
26 ~~shall be in the proportion that the estimated cost of reconstruction and repair of such~~
27 ~~damage to each affected Unit Owner bears to the total of such estimated costs to all~~
28 ~~affected Unit owners, as determined by the Board; provided, however, that no Unit owner~~
29 ~~shall be paid an amount in excess of the estimated costs of repair for his portion of the~~
30 ~~Optional Property. All proceeds must be used to effect repairs to the Optional Property, and~~
31 ~~if insufficient to complete such repairs, the owners shall pay the deficit with respect to their~~
32 ~~portion of the Optional Property and promptly effect the repairs. Any balance remaining after~~
33 ~~such repairs have been effected shall be distributed to the affected Unit Owners and their~~
34 ~~mortgagees jointly as elsewhere herein contemplated.~~

1 D. Surplus. ~~It shall be presumed that the first monies disbursed in~~
2 ~~payment of costs of reconstruction and repair shall be from insurance proceeds. If there is~~
3 ~~a balance in a construction fund after payment of all costs relating to the reconstruction and~~
4 ~~repair for which the fund is established, such balance shall be distributed to the beneficial~~
5 ~~owners of the fund in the manner elsewhere stated; except, however, that part of a~~
6 ~~distribution to an Owner which is not in excess of Assessments paid by such Owner into the~~
7 ~~construction fund shall not be made payable jointly to any mortgagee.~~

8 E. Certificate. ~~Notwithstanding the provisions herein, the Insurance~~
9 ~~Trustee shall not be required to determine whether or not sums paid by Unit Owners upon~~
10 ~~Assessments shall be deposited by the Association with the Insurance Trustee, nor to~~
11 ~~determine whether the disbursements from the construction fund are to be made upon the~~
12 ~~order of the Association alone or upon the additional approval of an architect or otherwise,~~
13 ~~nor whether a disbursement is to be made from the construction fund, nor to determine~~
14 ~~whether surplus funds to be distributed are less than the Assessments paid by owners, nor~~
15 ~~to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a~~
16 ~~certificate of the Association, made by its President and Secretary, as to any or all of such~~
17 ~~matters and stating that the sums to be paid are due and properly payable, and stating the~~
18 ~~names of the payees and the amounts to be paid.~~

19 11.4 Assessments. ~~If the proceeds of the insurance are not sufficient to defray the~~
20 ~~estimated costs of reconstruction and repair to be effected by the Association, or if at any~~
21 ~~time during reconstruction and repair, or upon completion of reconstruction and repair, the~~
22 ~~funds for the payment of the costs of reconstruction and repair are insufficient,~~
23 ~~Assessments shall be made against the Unit Owners in sufficient amounts to provide funds~~
24 ~~for the payment of such costs. Such Assessments on account of damage to the Insured~~
25 ~~Property shall be in proportion to all of the Owners' respective shares in the Common~~
26 ~~Elements, and on account of damage to the Optional Property, in proportion to the cost of~~
27 ~~repairing the damage suffered by each owner thereof, as determined by the Association.~~

28 11.5 Benefit of Mortgagees. ~~Certain provisions in this Section 17 are for the benefit of~~
29 ~~mortgagees of Units and may be enforced by any of them.~~

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

1 11.1 Plans and Specifications. Any reconstruction or repair must be substantially in
2 accordance with the plans and specifications for the original Condominium Property or
3 according to plans and specifications approved by the Board, regardless of whether it is a
4 Material Alteration or Substantial Addition as described in Article 9.8, and no vote of the Unit
5 Owners shall be required.

6 11.2 Responsibility. Repair After Casualty of the Insurable Improvements shall be
7 undertaken by the Association, except that a Unit Owner may undertake reconstruction work
8 on portions of the Unit with the prior written consent of the Board. However, such work, and
9 the disbursement of insurance proceeds, may be conditioned upon the approval of the
10 repair methods, the qualifications of the proposed contractor, the contract that is used for
11 that purpose, and reasonable verification of appropriate steps to ensure that the work is
12 done and that the contractor is paid for the performance of said work. Unit Owners shall be
13 responsible for reconstructing Owner Insurance Elements. All required governmental
14 permits and approvals must be obtained prior to commencing reconstruction. Assessments
15 for the cost of the work shall be set forth in Article 11.3 below.

16 11.3 Assessments. The cost of Repair After Casualty for those portions of the
17 Condominium Property required to be insured by the Association for flood or property loss,
18 including expenses not covered by insurance due to deductibles or otherwise, is a Common
19 Expense, except as provided elsewhere, including, but not limited to, Section 718.111(11)(n)
20 of the Act, and the provisions of this Declaration regarding flood insurance of Owner
21 Insurance Elements.

22 11.4 Incidental Damage. Incidental Damage to Owner Insurance Elements or other
23 property not part of the Insurable Improvements in connection with Repair After Casualty
24 shall be the financial responsibility of the Unit Owner unless covered by the Association's
25 policy.

26 11.5 Damage Caused by Wear and Tear of the Condominium Property or Uninsurable
27 Loss. Damage to the Condominium Property that is not caused by a Casualty, as defined in
28 Article 1.9 or covered cause of loss under the Association's applicable insurance policy,
29 shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be
30 subject to this Article 11.

31 11.6 Termination In Lieu of Reconstruction. Repair After Casualty may be suspended
32 by the Board if it determines that circumstances indicate that terminating the Condominium
33 may be a more viable economic alternative to repair or reconstruction.

34 12. OWNERSHIP AND USE RESTRICTIONS. Ownership and use of Condominium Property
35 shall be in accordance with the following use restrictions and reservations:~~The use of the~~

1 ~~property of the condominium shall be in accordance with the Rules and Regulations~~
2 ~~attached hereto or as later incorporated herein as Exhibit "A" and the following provisions:~~

3 12.1 OCCUPANCY OF UNITS; SINGLE FAMILY RESIDENCE. A Unit shall be used only
4 as a Single-Family residence. No more than two (2) Persons per bedroom plus two (2) may
5 reside in a Unit. No more than two (2) Persons per bedroom plus four (4) (including Unit
6 Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep
7 overnight in a Unit. No Unit may be divided or subdivided into a smaller Unit nor any portion
8 sold or otherwise transferred. No Person may reside in a Unit as a Unit Owner, Resident, or
9 Family member or for any reason occupy the Unit on an overnight basis for more than thirty
10 (30) days in a calendar year unless said Person's occupancy has been specifically approved
11 by the Association, through the Board. This residency approval requirement is not applicable
12 to Unit Owners and members of their Family who are residing in or have a present right to
13 occupy the Unit as of the date this Amended and Restated Declaration is recorded in the
14 Public Records of Lee County, Florida. In considering such requests, the Board may (but
15 shall not be obligated to and shall have no duty to) consider factors set forth in Article 13 of
16 this Declaration, and may charge a reasonable fee for review of residency requests.
17 Visitation by Guests is further governed by Article 13 of this Declaration. Occupancy by
18 Tenants is further governed by Article 13.9 of this Declaration. Units may not be used for
19 commercial or business purposes. Unit Owners and Occupants may use Units for "home
20 office" or "telecommuting" purposes, provided that such uses do not involve customers or
21 clients coming onto the Condominium Property, the posting of any signage in the
22 Condominium, the storage of equipment, products, or materials in the Condominium, nor
23 more than two (2) regular deliveries per day of correspondence or similar items from
24 customary express delivery services. No Person may occupy or otherwise be present within
25 a Unit, or otherwise present on the Condominium Property as a Family member, Occupant,
26 Tenant, Guest, or Invitee if such Person:

27 12.1.1 Has been convicted of, pled no contest to, or has been released from
28 incarceration, probation or community control for:

29 12.1.1.1 a capital, first or second degree felony involving violence to
30 Persons within the past ten (10) years; or

31 12.1.1.2 the past ten (10) years; or a first or second degree felony
32 involving illegal drugs within

33 12.1.1.3 any drug offense involving the manufacture and/or distribution
34 of illegal drugs regardless of when that conviction, plea or release occurred; or

1 12.1.1.4 a felony involving sexual battery, sexual abuse, or lewd and
2 lascivious behavior regardless of when that conviction, plea or release occurred;

3 12.1.2 Has been labeled a sexual offender or a sexual predator by any
4 governmental or quasi-governmental agency regardless of when that label occurred; or

5 12.1.3 Is currently on probation or community control for a felony involving
6 violence to another or damage to or theft of property.

7 12.1.4 The conduct of background investigations and the extent of such
8 investigation, if any, shall be as determined by the Board in its discretion.

9 ~~12.1 Lawful Use. All valid laws, zoning ordinances and regulations of all governmental~~
10 ~~bodies having jurisdiction shall be observed. The responsibility of meeting the requirements~~
11 ~~of governmental bodies which require maintenance, modification or repair upon~~
12 ~~condominium property shall be the same as the responsibility for the repair and~~
13 ~~maintenance of the property as expressed earlier in this Declaration.~~

14 ~~12.2 Rules and Regulations. The rules and regulations attached hereto as Exhibit "A"~~
15 ~~and made a part hereof by reference concerning the use of the condominium property~~
16 ~~including the units may be amended from time to time by the Board of Directors. Copies of~~
17 ~~the regulations and amendments shall be furnished by the Association to all unit owners. No~~
18 ~~new or amended regulation may be enforced prior to distribution to the owners. Changes in~~
19 ~~the Rules and Regulations shall not require amendment of this Declaration and may, but~~
20 ~~need not, be recorded in the Public Records.~~

21 ~~12.3 Use of the Units. Is restricted to single family residential purposes only. These~~
22 ~~use restrictions shall not be construed in such a manner as to prohibit a unit owner from~~
23 ~~maintaining his personal professional library, keeping his personal business or professional~~
24 ~~records or accounts or handling his personal, business or professional telephone calls or~~
25 ~~correspondence in and from his unit. Such uses are expressly declared customarily~~
26 ~~incident to the principal residential use. In addition, it shall be the duty of the owner or rental~~
27 ~~agent to notify the Association by letter or telephone of the arrival of a guest or renter,~~
28 ~~including name(s), permanent address, telephone number and such further information as~~
29 ~~may, from time to time be required. Failure to notify may result in the guest or renter being~~
30 ~~denied access to the unit and the use of recreational facilities and amenities. The~~
31 ~~Association or any unit owner may also bring an action for damages or an injunction,~~
32 ~~pursuant to F.S. 718.303, against any tenant or other invitee occupying a unit for failure to~~
33 ~~comply with the Condominium Act or the condominium documents. When a unit is leased,~~
34 ~~the tenant shall have all use rights in Community and Condominium Association property~~

1 ~~and those common elements available for use generally by unit owners and the unit owner~~
2 ~~shall not have such rights except as a guest.~~

3 ~~12.4 Association's Access to Units. The Association has an irrevocable right of access~~
4 ~~to the units during reasonable hours when necessary for the purpose of maintenance, repair~~
5 ~~and replacement of the common elements or of any portion of a unit to be maintained by the~~
6 ~~Association pursuant to this Declaration or for making emergency repairs which are~~
7 ~~necessary to prevent damage to the common elements or to another unit or units. The~~
8 ~~Association's right of access to a unit shall be exercised after reasonable notice to the unit~~
9 ~~owners, unless such notice is not possible or practical under the circumstances, and with~~
10 ~~due respect for the occupants' rights to privacy and freedom from unreasonable annoyance,~~
11 ~~as well as with reasonable precautions to protect the personal property within the unit. The~~
12 ~~Association requires and shall retain a pass-key to all units. No unit owner shall alter any~~
13 ~~lock, nor install a new lock, to prevent access when the unit is unoccupied, unless the unit~~
14 ~~owner provides the Association with a key.~~

15 12.5-2 Parking. Each unit shall have an assigned parking space. In the event that two
16 or more unit owners wish to exchange a space or spaces, they may do so by surrendering
17 their assignments to the Secretary of the Association who shall reissue assignments above
18 his signature, reflecting the exchange; provided that each unit shall at all times have an
19 assigned space. Assignments may only be changed with the written consent of the holder
20 provided, however, that the Association shall have the absolute right to make assignments
21 or assign of spaces to accommodate the needs of handicapped persons, if necessary, to
22 comply with laws concerning handicapped persons. No non-unit owner shall hold a parking
23 space assignment and assigned spaces shall pass with the title to the unit.

24 12.6-3 .Pets. No unit owner, guest or tenant may maintain any pet in the condominium
25 with the exception of tropical fish in an aquarium or one caged bird which is permitted so
26 long as same are quiet and do not cause any disruption to their neighbors.

27 12.3.1 Service Animals or Disability-Related Need for an Emotional Support
28 Animal. The Association reserves the right, pursuant to Florida law, to withdraw a reasonable
29 accommodation at any time should the animal become a nuisance to others, which includes
30 but is not limited to: barking; biting; aggressive behavior; attacking; Unit Owner's failure to
31 properly dispose of excrement or waste; walking the dog in prohibited areas; failure to
32 comply with all state and local ordinances and statutes; not maintaining the animal on a
33 leash at all times when outside of the Unit; insect/exterminations problems; and/or
34 sanitation/odor problems.

1 The animal must wear a vest when it is outside of the Unit indicating that it is a service
2 animal or emotional support animal.

3 Unit Owners are required to provide updated medical information concerning the
4 disability/handicap, if the disability/handicap is not permanent.

5 Unit Owners are required to provide current and annual vaccination, immunization
6 and veterinarian records for the service or emotional support animal.

7 The Unit Owner is solely responsible for any and all damage caused by the service or
8 emotional support animal, whether to persons or property.

9 Animals are required to be walked in the designated areas off Condominium Property.
10 The Association will direct Unit Owners to designated areas for walking the animal.

11 All information received by the Association in conjunction with a
12 disabled/handicapped owner's or resident's request for reasonable accommodation will be
13 kept confidential in compliance with Florida Statute section 718.111(12)(c). If any other
14 resident or owner inquires as to why a special accommodation appears to have been made,
15 the Association's representatives' response will be "an Americans' with Disabilities Act
16 reasonable accommodation has been granted." No additional information will be provided
17 regarding the nature of the disability/handicap.

18 ~~12.7 Structural Integrity of Balconies Patios and Lanais. The structural integrity of~~
19 ~~balconies, patios and lanais which are not located in indoor areas protected from the~~
20 ~~elements and which are constructed of steel reinforced concrete is adversely affected by~~
21 ~~water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor~~
22 ~~carpet, river rock and unglazed ceramic tile and its grout. For this reason no indoor-outdoor~~
23 ~~carpet or river rock may be used on balconies, patios and lanais, and all tile and its bedding~~
24 ~~and grout must be of such materials and so applied as to be waterproof. Any flooring~~
25 ~~installed in such areas shall be installed so as to ensure proper drainage.~~

26 ~~12.8 Exclusive Use - Common Facilities. The Association may lease to unit owners for~~
27 ~~appropriate temporary periods of time those portions of the common elements rationally~~
28 ~~appropriate and desirable for exclusive use for private functions.~~

29 12.9-4 NUISANCE. No Unit Owner, or their Tenants, Guests, or Invitees may use the
30 Condominium Property for any immoral, indecent, improper, or unlawful purpose and no use
31 or behavior shall be allowed which will create a public or private nuisance, or which shall
32 unreasonably interfere with the quiet possession or enjoyment of the Condominium
33 Property, which will increase insurance rates, or which will negatively affect the value of
34 Units. All property shall be kept in a neat and orderly manner. The Common Elements shall

1 be used for the purpose of furnishing services and facilities as herein provided for the welfare
2 and enjoyment of the Residents. The Condominium Property shall be used in accordance
3 with all federal, state, and local laws and ordinances.

4 12.4.1 No Resident, Guest, Invitee, Family members, or Occupant(s) may
5 engage in any abusive, harassing, intimidating, or aggressive behavior of any form, whether
6 verbal or physical, or use profane, obscene, threatening, or otherwise offensive language or
7 conduct against other Residents, Guests, Invitees, Family members, Occupants, Members
8 of the Board, or the Association's Management, employees, agents, or vendors.

9 12.4.2 Residents shall not visit Board members' Units to discuss Association
10 business. All Association business must be conducted during designated business hours,
11 as established by the Board.

12 ~~Nuisances Prohibited. Unit Owners and their tenants and invitees shall not engage in~~
13 ~~any practice, exhibit any behavior nor permit any condition to exist that shall, in the judgment~~
14 ~~of the Board of Directors, with the concurrence of a Hearing Committee constituted as~~
15 ~~provided for in the By-Laws for the imposition of fines, constitute a nuisance.~~

16 12.5 SIGNS. No advertisements, signs, notices, or lettering shall be displayed,
17 exhibited or affixed in, or upon, any part of the Common Elements or Units so as to be visible
18 from outside of the Unit.

19 12.5 Window Decor. Window treatments shall consist of draperies, blinds, decorative
20 panels, or other such tasteful and commonly used window covering. No newspaper, sheets
21 or other temporary window treatments that can be seen from the exterior of a Unit are
22 permitted, except for periods not exceeding two (2) weeks after a Unit Owner or Tenant first
23 moves into a Unit, or when permanent window treatments are being cleaned or repaired.
24 Reflective foil window treatments are prohibited. All window treatments installed within a
25 Unit which are visible from the exterior of the Unit shall have white, off-white, or beige
26 backing, unless otherwise approved in writing by the Board. Window tinting is permitted
27 provided that the type and method of tinting is first approved by the Board.

28 12.6 ADDITIONAL RESTRICTIONS. Additional use, occupancy, maintenance, transfer
29 and other restrictions are contained in the Rules and Regulations, which may be amended
30 from time to time by the Board. Amendments to the Rules and Regulations may, but need
31 not be, recorded in the Public Records. Additional use, transfer and other restrictions are
32 also contained elsewhere in the Condominium Documents.

33 12.7 MAXIMUM NUMBER OF UNITS OWNED. In order to impart a continuity of
34 residence, limit acquisition of Units primarily for institutional or commercial investment

1 purposes, inhibit transiency, avoid the deleterious effects of financial delinquency of a Unit
2 Owner of a large block of Units, and safeguard property values, no natural person or artificial
3 entity (including, but not limited to, corporations, limited liability companies, partnerships,
4 or trusts), or any officer, director, member, manager, shareholder, general partner, limited
5 partner, beneficiary, trustee, or principal thereof, may hold a legal, equitable or contractual
6 interest in more than two (2) Units within Windsor West Condominium at the same time.
7 Neither shall any artificial entity which has officers, directors, shareholders, members,
8 managers, beneficiaries, trustees, or similar persons, in common with any other artificial
9 entity, or individual Unit Owner, as determined in the sole discretion of the Board, hold an
10 interest in more than two (2) Units within Windsor West Condominium at the same time. It is
11 the intention of this clause that Unit Owners or financially related persons or entities shall
12 only own a maximum of two (2) Units, and that blocks of more than two (2) Units shall not be
13 owned by individuals, groups of individuals, or artificial entities or financially related parties
14 for investment/rental purposes. The restrictions contained in this section do not apply to an
15 institutional mortgagee's security interest in Units, nor the ability of such institutional
16 mortgagees to acquire title through foreclosure or deed in lieu of foreclosure but shall apply
17 to any conveyance by such institutional mortgagee after acquisition of title by foreclosure or
18 a deed in lieu of foreclosure or otherwise. An institutional mortgagee shall mean any entity
19 that regularly lends money for the financing of the acquisition of real property and is licensed
20 or otherwise legally permitted to do so in the State of Florida. The Board may enact additional
21 rules and regulations as may be necessary or desirable, as deemed by the Board, to clarify,
22 interpret, apply or enforce this provision.

23 12.8 Storage of Batteries for Electric Bicycles, Scooters and other Transportation
24 Devices with Electric Batteries. Electric devices such as bicycles, scooters, and golf carts
25 that have electric batteries can only be charged in the garage or on the Condominium
26 Property in designated areas while the Unit Owner or resident is on site. The e-battery can
27 only be connected to the charger until it is fully charged and must be removed once it is fully
28 charged. In no case, can an e-battery be left in a charger more time than necessary to fully
29 charge the battery, and no more than six (6) hours. The manufacturer's instructions must be
30 adhered to when charging electric bicycles, scooters, golf carts or other devices. If the
31 manufacturer's instructions provide that the battery is removable, electric batteries must be
32 removed and stored inside the Unit Owner's air conditioned Unit when the Owner or
33 Occupant is not in residence. All manufacturer's instructions for charging a storage of
34 electric batteries must be followed. Always use the manufacturer's cord and power adapter
35 made specifically for the device. Reconditioned or repurposed electric batteries are
36 prohibited.

1 12.9 Antenna, Aerial and Satellite Dish. No outside television, radio, or other
2 electronic towers, antennae, satellite dishes or devices of any type for the reception or
3 transmission of radio or television broadcasts or other means of communication shall
4 hereafter be erected, constructed, placed or permitted to remain on the Condominium
5 Property or upon any improvements thereon, unless expressly approved in writing by the
6 Board, except that this provision shall not apply to those satellite dishes that are a meter in
7 diameter or less, and specifically covered by 47 C.F.R. Part I, Subpart S, Section 1.4000, as
8 amended, promulgated under the Telecommunications Act of 1996, as amended from time
9 to time. The Board is empowered to adopt rules governing the types of antennae, and
10 restrictions relating to safety, location and maintenance of antennae. The Board may adopt
11 and enforce reasonable rules limiting installation of permissible dishes or antennae to
12 locations not visible from the street or neighboring properties, and integrated with the
13 buildings and surrounding landscape, to the extent that reception of an acceptable signal
14 would not be unlawfully impaired by such rules.

15 Antennae shall be installed in compliance with all federal, state and local laws and
16 regulations, including zoning, land use and building regulations. The provisions of this
17 section are intended to protect residents from unreasonable interference with television
18 reception, electronic devices, and the operation of home appliances, which is sometimes
19 caused by the operation of ham radios, CB base stations or other high-powered
20 broadcasting equipment. No ham radios or radio transmission equipment shall be operated
21 or permitted to be operated within the Condominium Property without the prior written
22 consent of the Board.

23 12.10 Condition of Unit. Each Unit Owner shall keep his Unit and any Limited
24 Common Elements appurtenant to his or her Unit in a good state of preservations and
25 cleanliness. Owners shall not sweep or throw (or permit to be swept or thrown) any dirt or
26 other substances therefrom or from the doors, windows, or balconies of any Unit. The
27 Common Elements shall not be obstructed, littered, defaced, or misused in any manner. All
28 personal property must be stored within the Unit or within the garage, or storage unit
29 assigned to the Unit. The entrance ways, passages, walkways, doorways, and similar
30 portions of the Common Elements shall not be obstructed by personal property and shall
31 not hinder ingress, egress or the ability to open doors fully. Seasonal decorations may be
32 permitted, provided that any such decorations do not impede ingress, egress or block
33 access to the Units or exits. The Board has the right to adopt reasonable rules and
34 regulations regarding seasonal decorations, and any approved decorations must be
35 removed and stored when the Unit Owner is not in residence and when a tropical storm or

1 hurricane watch is in effect. All hallways in the mid-rise buildings must maintained at least
2 36" in clearance to allow for access.

3 12.11 Protection of Unit/Hurricane Season. All Unit Owners who plan to be absent
4 from their Unit during hurricane season must prepare their Unit prior to their departure by
5 removing all furniture, potted plants, movable objects, and personal property, if any, from
6 their balcony or lanai. Unit Owners who are not in-residence during hurricane seasons must
7 designate a responsible firm or individual satisfactory to the Association to care for and
8 inspect their Units in the event of a named storm and if the Unit suffers damage. The Board
9 shall adopt hurricane shutter specifications for the Condominium and no hurricane shutters
10 may be installed that do not comply with the specifications adopted by the Board. Should
11 any Unit Owner install hurricane shutters that do not conform with the specifications
12 approved by the Board, then the hurricane shutters will be made to conform by the Board at
13 the Unit Owner's expense, or they must be removed.

14 12.12 Use of Gas Grills or Generators. No propane, gas or alcohol fueled grills, fire
15 pits or generators are permitted on covered terraces, balconies, or in driveways. The storage
16 of gasoline and propane is prohibited.

17 12.13 No Improper Uses. No improper, offensive, hazardous, or unlawful use shall be
18 made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances
19 and regulations of all governmental bodies having jurisdiction thereover shall be observed.
20 Violations of laws, orders, rules, regulations, or requirements of any governmental agency
21 having jurisdiction thereover, relating to any portion of the Condominium Property, shall be
22 corrected by, and at the sole expense of, the party obligated to maintain or repair such
23 portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the
24 foregoing and any provisions of this Declaration, the Articles of Incorporation or Bylaws, the
25 Association shall not be liable to any person(s) for its failure to enforce the provisions of this
26 Section. No activity specifically permitted by this Declaration shall be deemed a violation of
27 this Section.

28 12.14 Smoking. Smoking and second-hand smoke are health and safety hazards.
29 Smoking and second-hand smoke are nuisances. To protect the health, safety and welfare
30 of the residents, smoking and second-hand smoke are prohibited in Common Element
31 hallways, walkways and stairways. Smoking is also prohibited in the pool area. Smoking
32 means any lighted product and any inhalable product, including but not limited to cigarettes,
33 cigars, pipe tobacco and e-cigarettes, whether such products are being inhaled, or exhaled
34 or whether such products are burning, smoldering, or vaporizing or are being burnt,

1 smoldered or vaporized. The Board may adopt further Rules and Regulations and/or policies
2 pertaining to smoking.

3 12.15 Security Camera Installation. The installation of image and/or sound recording
4 devices (i.e., small, personal security cameras) on the exterior of the Unit, excluding front
5 doors and doorbells, requires prior Board approval. The Board has the authority to deny the
6 installation, or rescind approval after installation, if the image and/or sound recording
7 devices would adversely affect, or in any manner be detrimental to Residents in the
8 Community, by infringing on their privacy near or within the confines of their Units and
9 Limited Common Elements.

10 12.16 Employee Residency Restriction. No employees may reside in Windsor West
11 Condominium, except for Board Directors who are permitted to reside as Owners.

12 12.17 Vendor Requirements. All vendors performing work within Windsor West
13 Condominium must submit to a background check and provide an affidavit of compliance.
14 Unit Owners must provide the Association with documentation of the background check and
15 affidavit for their vendors. Vendors are required to wear a visible tag identifying themselves
16 as a vendor while present in the community.

17
18
19 ~~13.—LEASE, CONVEYANCE, DISPOSITION, FINANCING. The purpose and object of this~~
20 ~~section is to maintain a quiet, tranquil, nontransient and single family oriented atmosphere~~
21 ~~with the residents living in compatible coexistence with other financially responsible~~
22 ~~persons who are of like mind and acceptable both in character and comportment. This~~
23 ~~objective is considered to be both important and justified because of the necessity of~~
24 ~~sharing facilities and because of the large personal financial investment of each owner.~~
25 ~~Therefore, the lease, conveyance, disposal and financing of the units by owners shall be~~
26 ~~subject to the following provisions:~~

27 ~~13.1—Association Approval Required. No owner may sell, lease, give or dispose of a~~
28 ~~unit or any interest therein in any manner without the written approval of the Association.~~
29 ~~The approval shall be a written instrument in recordable form which shall include, without~~
30 ~~limitation, the nature of the transaction (sale, lease, etc.), the parties to the transaction~~
31 ~~(sellers, purchasers, etc.), the unit number, the name of the condominium and the Official~~
32 ~~Record Book (O.R. Book) and Page numbers in which this Declaration was originally~~
33 ~~recorded. For all unit transfers of title other than from the Developer, the approval must be~~
34 ~~recorded in the Lee County, Florida Public Records simultaneously with the Deed or other~~

1 ~~instrument transferring title to the unit. Approvals of leases need not be recorded. Only~~
2 ~~entire units may be leased. All leases must and shall be deemed to contain the agreement~~
3 ~~of the lessee(s) to abide by all of the covenants of the condominium and community~~
4 ~~Associations documents and must and shall be deemed to provide that a violation of the~~
5 ~~documents is a breach and event of default of the lease and grounds for damages,~~
6 ~~termination and eviction and that the lessee and the owner agree that the Association may~~
7 ~~proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the~~
8 ~~Association's costs and expenses, including attorney's fees, at all trial and appellate levels.~~
9 ~~If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall pay~~
10 ~~them and such funds shall be secured as a charge. Each unit owner by acceptance of the~~
11 ~~deed to a unit and by the terms of this declaration appoints the Association as owner's agent~~
12 ~~to bring actions in owner's name and at owner's expense including injunction, damages,~~
13 ~~termination and eviction. The rules and regulations must be provided to the lessee(s) by or~~
14 ~~on the behalf of the unit owner at or before the commencement of the lease term. The~~
15 ~~minimum leasing period is three (3) months.~~

16 ~~13.2 Approval Procedure. The approval of the Association shall be obtained as~~
17 ~~follows:~~

18 ~~(1) Written Notice. Written notice shall be given the Association by the owner~~
19 ~~of his intention to sell or transfer in any fashion or encumber his interest. The notice shall~~
20 ~~include the name and address of the proposed acquirer or lender and a correct and~~
21 ~~complete copy of the proposed documents to be executed to effectuate the transaction. The~~
22 ~~Association may require such other and further information as it deems reasonably~~
23 ~~necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from~~
24 ~~time to time. The Association shall not approve any sale, transfer or lease until such time as~~
25 ~~all unpaid assessments and all court costs and attorneys fees (if any) incurred by the~~
26 ~~Association and due and owing for the unit have been paid, In addition, the Association, by~~
27 ~~and through its Board of Directors, may require prospective lessees place a security deposit,~~
28 ~~in an amount not to exceed the equivalent of one (1) months rent, into an escrow account~~
29 ~~maintained by the Association. The security deposit shall protect against damages to the~~
30 ~~common elements or Association property.~~

31 ~~(2) Sale. The Association must, within 15 days after receipt of all the~~
32 ~~information required above, either approve the transaction, disapprove for cause, or, except~~
33 ~~in the case of disapproval for cause, upon the written demand of the owner, furnish an~~
34 ~~alternate purchaser it approves or the Association may itself elect to purchase, and the~~
35 ~~owner must sell to such alternate or to the Association upon the same terms set forth in the~~
36 ~~proposal given the Association or the owner may withdraw his proposed sale. In exercising~~

1 ~~its power of disapproval the Association must act reasonably and in a fair and non-~~
2 ~~discriminatory manner and withhold approval only for a reason or reasons rationally related~~
3 ~~to the protection, preservation and proper operation of the condominium and the purposes~~
4 ~~as set forth at the beginning of this Section 13, If the Association fails or refuses within the~~
5 ~~allotted time to notify the owner of either approval or disapproval in writing, or if it fails to~~
6 ~~provide an alternate purchaser or make an election to purchase the unit itself when required~~
7 ~~to do so, then the Association shall conclusively be presumed to have approved the~~
8 ~~transaction, and the Association shall, upon demand, provide a recordable certificate of~~
9 ~~approval;~~

10 ~~3. Closing Date. The sale shall be closed within 60 days after an alternate~~
11 ~~purchaser has been furnished or the Association has elected to purchase;~~

12
13 ~~4. Notice of Disapproval. If the Association disapproves the proposed~~
14 ~~transaction (subject to the qualifications contained in Paragraph 2 regarding a sale) notice~~
15 ~~of disapproval shall be promptly sent in writing to the owner or interest holder, and the~~
16 ~~transaction shall not be made. The grounds for disapproval of a transfer or lease may~~
17 ~~include, but are not limited to, a unit owner being delinquent in the payment of an~~
18 ~~assessment at the time the approval is sought.~~

19 ~~13.3 Notice of Suit. An owner shall give notice to the Association of every suit or other~~
20 ~~proceedings which may affect the title to his unit, such notice to be given immediately after~~
21 ~~the owner receives knowledge thereof.~~

22 ~~13.4 Judicial Sales are exempt from this Section.~~

23 ~~13.5 Unapproved Transactions. Any transaction which is not approved pursuant to~~
24 ~~the terms of this Declaration shall be void unless subsequently approved by the Association.~~

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

30 13.1 Forms of Ownership.

31 13.1.1 Ownership by Individuals. A Unit may be owned by one (1) natural
32 person who has qualified and been approved as elsewhere provided herein.

1 13.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-
2 owners are other than spouses, the Board shall condition its approval upon the designation
3 of one (1) approved natural person as "Primary Occupant." Spouses who are co-owners may
4 both be designated as "Primary Occupants." The intent of this provision is to allow flexibility
5 in estate, financial, or tax planning, and not to create circumstances in which the Unit may
6 be used as a short-term or transient accommodations for several entities, individuals or
7 families as a timeshare, a shared Unit, fractional ownership, or used as Guest
8 accommodations for employees, customers, or Guests of Units owned by business entities,
9 religious, or charitable organizations, and the like. The use of the Unit by other persons shall
10 be as if the Primary Occupant was the only actual Owner. Any changes in the Primary
11 Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions
12 of the Condominium Documents. No more than one (1) change in Primary Occupant will be
13 approved in any twelve (12) month period, except in the case of the death of the Primary
14 Occupant, or when a Primary Occupant designates a spouse as the Primary Occupant. Any
15 new Primary Occupant shall be subject to review and approval by the Association in the
16 same manner as a transfer of title. No time share estates may be created. "Unit Sharing" by
17 multiple families and "Fractional Ownership" are prohibited.

18 13.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies,
19 Trusts, or Other Artificial Entities. A Unit may be owned in trust, or by a corporation,
20 partnership, limited liability company, or other entity, which is not a natural person, if
21 approved in the manner provided elsewhere herein. The intent of this provision is to allow
22 flexibility in estate, financial, or tax planning, and not to create circumstances in which the
23 Unit may be used as a short-term or transient accommodations for several entities,
24 individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest
25 accommodations for employees, customers, or Guests of Units owned by business entities,
26 religious, or charitable organizations, and the like. The approval of a partnership, trustee,
27 corporation, limited liability company, or other entity as a Unit Owner is conditioned upon
28 designation by the Owner of one (1) natural person to be the "Primary Occupant." Spouses
29 may both be designated as Primary Occupants. As a condition of approval of a transfer to
30 such entity, the Board may require a personal guarantee from the Primary Occupant or other
31 person acceptable to the Board for payment of all Assessments, Charges, and other
32 monetary obligations (including, but not limited to, use fees and fines) and for the liabilities
33 affiliated with compliance with the Condominium Documents, including, but not limited to,
34 damages and awards of prevailing party attorneys' fees. The use of the Unit by other persons
35 shall be as if the Primary Occupant were the only actual Unit Owner. The Primary Occupant
36 shall be the person entitled to vote on behalf of the Unit, exercise rights of membership, and
37 discharge the responsibilities incident thereto. Any change in Primary Occupant designation

1 shall be treated as a transfer of ownership by sale or gift subject to the provisions of the
2 Condominium Documents. No more than one (1) change in designation of Primary
3 Occupant will be approved in any twelve (12) month period, except in the case of the death
4 of the Primary Occupant. Any new Primary Occupant shall be subject to review and approval
5 by the Association in the same manner as a transfer of title.

6 13.1.4 Life Estate. A Unit may be subject to a life estate, either by operation of
7 law or by a voluntary conveyance approved as provided below. In that event, the life tenant
8 shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life
9 tenant were the only Owner. Upon termination of the life estate, the holders of the remainder
10 interest shall have no occupancy right unless separately approved by the Association. The
11 life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent
12 or approval required by the Condominium Documents or law may be given by the life tenant
13 alone, and the vote, consent or approval of the holders of the remainder interest shall not be
14 required. If there is more than one (1) life tenant, they shall be treated as co-owners for
15 purposes of determining voting and occupancy rights.

16 13.2 Transfers Subject to Approval.

17 13.2.1 Sale or Other Transfer. No Unit Owner may dispose of a Unit or any
18 interest in same by sale or other title transfer without prior written approval of the Board. No
19 Unit Owner may dispose of a Unit or any interest therein by other means (including
20 agreement for deed, installment sales contract, lease-option, or other similar transactions)
21 without prior written approval by the Board.

22 13.2.2 Gift. If any Unit Owner is to acquire his or her title by gift, his or her
23 ownership of his or her Unit shall be subject to the prior approval of the Board. Notice must
24 be given at least thirty (30) days prior to the intended closing or title transfer date.

25 13.2.3 Devise or Inheritance. If any person shall acquire his or her title by
26 devise, inheritance or through other succession laws, the continuance of his or her
27 ownership of his or her Unit shall be subject to the approval of the Board.

28 13.2.4 Other Transfers. If any Unit Owner shall acquire his or her title by any
29 manner not considered in the foregoing subsections, the continuance of his or her
30 ownership of such Unit shall be subject to the approval of the Board. If any person acquires
31 title in any manner not considered in the foregoing subsections, that person has no right to
32 occupy or use the Unit before being approved by the Board under the procedures outlined
33 below.

1 13.3 Approval by Association. The approval of the Association that is required for
2 the transfer of ownership of Units shall be obtained in the following manner:

3 13.3.1 Notice to Board of Directors.

4 13.3.1.1 Sale or Other Transfer. A Unit Owner intending to make a
5 bona fide sale or other title transfer of his or her Unit or any interest in it, including gifts,
6 transfers to artificial entities, and the grant of partial estates, shall give to the Board notice
7 of such intention, together with the name and address of the intended grantee, an executed
8 copy of the purchase contract and its exhibits, or other documentation evidencing the
9 transfer and such other information concerning the intended grantee and the transaction as
10 the Board may reasonably require. The Board may require, without limitation, credit history,
11 a criminal background investigation, past residency or employment verification, personal
12 references, documentation establishing familial relationship, and a personal interview with
13 the purchaser(s) and all proposed Unit Occupants.

14 13.3.1.2 Devise or Inheritance. A Unit Owner who has obtained
15 his or her title by devise or inheritance, or operation of succession laws, shall give to the
16 Board notice of the acquiring of his or her title, together with such information concerning
17 the Unit Owner as the Board may reasonably require (including that set forth in Article
18 13.3.1.1), and a certified copy of the instrument evidencing the Owner's title.

19 13.3.1.3 Failure to Give Notice. If the above-required notice to the
20 Board is not given, then at any time after receiving knowledge of a transaction or event
21 transferring ownership or possession of a Unit, the Board at its election and without notice
22 may approve or disapprove the transaction or ownership. If the Board disapproves the
23 transaction or ownership, the Board shall proceed as if it had received the required notice
24 on the date of such disapproval.

25 13.3.2 Approval by Association.

26 13.3.2.1 Sale or Other Title Transfer. If the proposed transaction is a sale or
27 other prospective title transfer, then within thirty (30) days after receipt of such notice and
28 information, including a personal interview if requested by the Board, the Board must either
29 approve or disapprove the proposed transaction.

30 13.3.2.2 Devise or Inheritance. If the Unit Owner giving notice has acquired his
31 or her title by devise, inheritance, or through succession law, then within thirty (30) days after
32 receipt of such notice and information, including a personal interview if requested by the
33 Board, the Board must either approve or disapprove the continuance of the Unit Owner's
34 ownership of his or her Unit.

1 13.3.2.3 Approval of Occupant. If the grantee is a corporation, partnership,
2 trust, limited liability company, other entity, or more than one (1) individual who are not
3 spouses, the approval of ownership by the corporation, partnership, trust, other entity, or
4 multiple persons shall be conditioned upon approval of a Primary Occupant.

5 13.4 Disapproval by Board of Directors. If the Board shall disapprove a transfer or
6 continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

7 13.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the
8 proposed transaction is a sale or other arms-length transfer to a bona fide third party
9 purchaser, and has been disapproved without good cause, then within thirty (30) days after
10 receipt of such notice and information, the Association shall deliver or mail by certified mail
11 to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved
12 by the Board, or the Association itself, who will purchase and to whom the Unit Owner must
13 sell the Unit upon the following terms:

14 13.4.1.1 At the option of the Association to be stated in the agreement,
15 the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair
16 market value determined by arbitration in accordance with the then existing rules of the
17 American Arbitration Association, except that the arbitrators shall be two (2) appraisers, one
18 (1) of whom shall be appointed by the Unit Owner and the other of whom shall be appointed
19 by the Association, who shall base their determination upon an average of their appraisals
20 of the Unit: and a judgment of specific performance of the sale upon the award rendered by
21 the arbitrators may be entered in any court of competent jurisdiction. The expense of the
22 arbitration shall be shared by the parties.

23 13.4.1.2 The purchase price shall be paid in cash. The sale shall be
24 closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or
25 within ten (10) days after the determination of the sale price if such is by arbitration,
26 whichever is the later. If the Association shall fail to itself purchase the Unit, or provide a
27 purchaser, or if a purchaser furnished by the Association or the Association shall default in
28 his, her, or their agreement to purchase, then notwithstanding the disapproval, the proposed
29 transaction shall be deemed to have been approved, and the Association shall furnish a
30 certificate of approval.

31 13.4.2 Gifts; Devise; Inheritance; Familial Transfers. If the Unit Owner giving
32 notice has acquired or will acquire his or her title by gift, devise, inheritance, or succession
33 laws or in any other manner, and if the Board wishes to disapprove the transfer or
34 continuance of ownership without good cause, then within thirty (30) days after receipt from
35 the Unit Owner of the notice and information required to be furnished, the Association shall

1 deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit
2 concerned by a purchaser approved by the Board (including the Association itself} who will
3 purchase and to whom the Unit Owner must sell the Unit upon the following terms:

4 13.4.2.1 The sale price shall be the fair market value determined by agreement
5 between the grantor and grantee within thirty (30) days from the delivery or mailing of such
6 agreement. In the absence of agreement as to price, or where transfers are made for less
7 than bona fide value, the price shall be determined by arbitration in accordance with the
8 then existing rules of the American Arbitration Association, except that the arbitrators shall
9 be two (2) appraisers, one (1) of whom shall be appointed by the Association and the other
10 of whom shall be appointed by the Unit Owner, who shall base their determination upon an
11 average of their appraisals of the Unit and a judgment of specific performance of the sale
12 upon the award rendered by the arbitrators may be entered in any court of competent
13 jurisdiction. The expense of the arbitration shall be shared by the parties.

14 13.4.2.2 The purchase price shall be paid in cash. The sale shall be closed
15 within ten (10) days following the determination of the sale price. If the Association shall fail
16 to purchase the Unit or provide a purchaser, or if the Association or a purchaser furnished by
17 the Association shall default in his, her, or their agreement to purchase, then
18 notwithstanding the disapproval, such transfer ownership shall be deemed to have been
19 approved, and the Association shall furnish a certificate of approval as elsewhere provided.

20 13.4.3 Disapproval for Good Cause. Disapproval of title transfers or the
21 continuation of ownership pursuant to this Article 13 shall be made by the Board if it is
22 determined that the potential Unit Owner does not facially qualify for membership in the
23 Association, or if the proposed transaction will result in a violation of the Condominium
24 Documents. The following may be deemed to constitute good cause for disapproval on the
25 grounds that the proposed purchaser does not facially qualify for membership in the
26 Association or the proposed transaction will result in a violation of the Condominium
27 Documents:

28 13.4.3.1 The application for approval on its face, or subsequent
29 investigation thereof, indicates that the person seeking approval (which shall hereinafter
30 include all proposed Occupants or Residents) intends to hold title, use the Unit, or otherwise
31 act or conduct himself or herself in a manner inconsistent with the Condominium
32 Documents:

33 13.4.3.2 The person seeking approval has been convicted of, pled no
34 contest to, or has been released from incarceration, probation or community control for:

1 (a) a capital, first or second degree felony involving violence to
2 persons within the past ten (10) years; or

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

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

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

9 13.4.3.3 The person seeking approval has been labeled a sexual
10 offender or a sexual predator by any governmental or quasi-governmental agency regardless
11 of when that label occurred;

12 13.4.3.4 The person seeking approval is currently on probation or
13 community control for a felony involving violence to another or damage to or theft of
14 property;

15 13.4.3.5 The Person seeking approval has a record of financial
16 irresponsibility, including without limitation prior foreclosures or bad debts such that the
17 Board reasonably concludes that the applicant is unable to meet his or her financial
18 obligations to the Association;

19 13.4.3.6 The Person seeking approval failed to provide the information,
20 fees or appearance required to process the application in a timely manner, or has made
21 material misstatements or withheld material/information during the application process; or

22 13.4.3.7 All Assessments and other Charges against the Unit have not
23 been paid in full, unless the Association has reasonable assurances that said amounts will
24 be paid out of the closing proceeds; or

25 13.4.3.8 The purchase would result in a person or entity holding
26 interest in more than two (2) Units within the Condominium at the same time, in violation of
27 Article 12.7 of this Declaration.

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

1 13.5 Transfer Fee. The Association may charge a processing fee for the approval of
2 transfers of title. The fee may not exceed the maximum permitted by law per transaction. The
3 Association or its authorized agent may also charge a reasonable fee for the preparation of
4 a certificate, commonly known as an estoppel certificate, stating all assessments and other
5 monies owed to the Association by the Unit Owner with respect to the Condominium Parcel.
6 The fee for the preparation of such certificate shall be established by a written resolution of
7 the Board or provided for in a management, bookkeeping, or maintenance contract.

8 13.6 Exceptions. The foregoing provisions of this Article 13, entitled "Approval of Sales
9 and Title Transfers," shall not apply to a transfer to or purchase by a bank, life insurance
10 company, savings and loan association, or other bona fide mortgagee that acquires its title
11 as the result of owning a purchase money first mortgage upon the Unit concerned; this shall
12 be so whether the title is acquired by deed from the mortgagor or through foreclosure
13 proceedings. Further exempt shall be purchasers at tax deed sales, judicial sales, and
14 governmental levies. However, a transferee from a first mortgagee or other exempt acquirer
15 of title shall be required to be approved by the Association as a condition of ownership and
16 holding title to a Unit.

17 13.7 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of
18 ownership or possession not authorized pursuant to the terms of this Declaration shall be
19 void unless subsequently approved by the Association.

20 13.8 Delegation. All actions and authority of the Association under this Article 13 may
21 be delegated by the Board to a duly authorized Board member, Officer, Committee member,
22 Management, or other agent.

23 13.9. LEASING. The lease of a Unit is defined as occupancy of the Unit by any Person
24 other than the Unit Owner, whether pursuant to verbal or written agreement, where said
25 occupancy by the non-owner involves consideration (the payment of money, the exchange
26 of goods or services, or any other exchange of value). The term "leasing" and "renting" are
27 used interchangeably in this Declaration. The term "Tenant" and "Lessee" are likewise used
28 interchangeably. All leases must be in writing. Should a Unit Owner wish to lease his or her
29 Unit, he or she shall furnish to the Association with a copy of the proposed lease, the name
30 of the proposed Tenant, the names of all proposed Residents, documentation establishing
31 familial relationship, and such other information as the Association may reasonably require.
32 Any Person occupying the Unit as a Resident after initial approval shall be subject to a
33 separate application and approval process. The Association has thirty (30) days from the
34 receipt of notice and all required information within which to approve or disapprove of the
35 proposed lease or proposed Tenants or Residents. The Association shall give the Unit Owner

1 written notice of its decision within said period. No individual rooms may be rented and no
2 transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All
3 leases shall be for a minimum period of three (3) months. No Unit Owner, or anyone on their
4 behalf, shall publish or cause to be published any advertisement of any type in any form of
5 media, including, but not limited to, television, radio, internet website, newspaper,
6 magazine, or trade publication, that indicates that a Unit may be leased for anything less
7 than the minimum period of three (3) months.

8 13.9.1 Board Right of Approval. The Board has the authority to reasonably
9 approve or disapprove all leases and renewals or extensions thereof. No Person may occupy
10 a Unit as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval
11 of the Board. The Board has the authority to promulgate or use a uniform lease application
12 and require such other information from the proposed Tenant and all proposed Residents as
13 the Board deems appropriate under the circumstances. The Board may require an interview
14 of any proposed Tenant and all proposed Residents of a Unit as a condition for approval. The
15 Board may, but shall not be obligated or have the duty to, conduct criminal background
16 investigation in connection with proposed leases.

17 13.9.2 Tenant Conduct; Remedies. All leases shall be on a uniform form of
18 lease or lease addendum if so promulgated by the Association. Uniform leases, addenda
19 and all other leases will provide, or be deemed to provide, that the Tenants have read and
20 agreed to be bound by the Condominium Documents. The uniform lease or addendum and
21 other leases shall further provide, or be deemed to provide, that any violation of the
22 Condominium Documents shall constitute a material breach of the lease and subject the
23 Tenant to termination of the lease and/or eviction as well as any other remedy afforded by
24 the Condominium Documents or Florida law. If a Tenant, Resident, other Unit Occupant,
25 Guest, or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be
26 responsible for the conduct of the Tenants, Residents, Occupants, Guests, or Invitees and
27 shall be subject to all remedies set forth in the Condominium Documents and Florida law,
28 without waiver of any remedy available to the Association as to the Tenant. The Unit Owner
29 has the duty to bring his or her Tenant's conduct (and that of the other Unit Residents,
30 Occupants, Guests, or Invitees) into compliance with the Condominium Documents by
31 whatever action is necessary, including without limitation the institution of eviction
32 proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring
33 the conduct of the Tenant into compliance with the Condominium Documents in a manner
34 deemed acceptable by the Association, or in other circumstances as may be determined by
35 the Board, the Association has the authority to act as agent of the Unit Owner to undertake
36 whatever action is necessary to abate the Tenants' noncompliance with the Condominium

1 Documents (or the noncompliance of other Residents, Occupants, Guests, or Invitees),
2 including without limitation the right to terminate a lease and/or institute an action for
3 eviction against the Tenant in the name of the Association in its own right, or as agent of the
4 Unit Owner. The Association has the right to recover any costs or fees, including attorneys'
5 fees, incurred in connection with such actions, from the Unit Owner which shall be secured
6 by a continuing lien in the same manner as assessments for Common Expenses, to wit,
7 secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all
8 leases will be deemed to provide, that the Association has the authority to direct that all
9 rental income related to the Unit be paid to the Association until all past due and current
10 obligations of the Association have been paid in full, including, but not limited to, all past
11 due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees
12 and cost and expenses of collection.

13 13.9.2.1 In addition to the foregoing, if a Unit Owner permits a
14 tenant to occupy a Unit prior to receiving written approval from the Association, a six (6)
15 month suspension of leasing rights shall be imposed for that Unit. If a Unit Owner commits
16 a second violation of early tenant occupancy, the leasing suspension shall be increased to
17 twelve (12) months for that Unit.

18 13.9.3 Security Deposit. The Board has the authority, as a condition of granting
19 approval to a lease or renewal or extension thereof, to require that a prospective Tenant or
20 Unit Owner place a security deposit in an amount not to exceed the equivalent of one (1)
21 month's rent into an escrow account maintained by the Association to protect against
22 damage to the Common Elements or Association Property. Payment of interest, claims
23 against the deposit, refunds, and disputes under this paragraph shall be handled in the same
24 fashion as provided in Part II of Chapter 83 of the Florida Statutes (2025), as amended from
25 time to time.

26 13.9.4 Approval Process; Disapproval. Any Unit Owner intending to lease his
27 or her Unit shall submit a copy of the proposed lease, an application, and any other
28 requested information and required fees at least thirty (30) days in advance of the
29 commencement of the lease or renewal or extension term. Upon receipt of all information
30 and fees required by Association and an interview (if requested by the Board), the
31 Association has the duty to approve or disapprove all proposed leases within thirty (30) days
32 of receipt of such information for approval and the completion of the Tenant/Resident
33 interview (if required), by sending written notification to the Unit Owner within such time
34 frame. All requests for approval not acted upon within thirty (30) days shall be deemed
35 approved. Applications for renewals or extensions of lease agreements shall be submitted
36 at least thirty (30) days in advance of the expiration of the lease agreement. If the Association

1 disapproves a proposed lease or renewal or extension, the Unit Owner shall receive a short
2 statement indicating the reason for the disapproval, and the lease shall not be made,
3 renewed, or extended. Denial may be based upon any of the following factors:

4 13.9.4.1 The Person seeking approval (which includes all proposed
5 Occupants or Residents) has been convicted of, pled no contest to, or has been released
6 from incarceration, probation or community control for:

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

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

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

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

15 13.9.4.2 The Person seeking approval has been labeled a sexual
16 offender or a sexual predator by any governmental or quasi-governmental agency regardless
17 of when that label occurred;

18 13.9.4.3 The Person seeking approval is currently on probation or
19 community control for a felony involving violence to another or damage to or theft of
20 property;

21 13.9.4.4 The application for approval on its face, facts discovered in
22 connection with the Association's investigation, or the conduct of the applicant, indicate
23 that the Person seeking approval intends to conduct himself or herself in a manner
24 inconsistent with the Condominium Documents. By way of example, but not limitation, a
25 Tenant taking possession of the premises prior to approval by the Association as provided
26 for herein shall constitute a presumption that the applicant's conduct is inconsistent with
27 the Condominium Documents and may constitute grounds for denial;

28 13.9.4.5 The Person seeking approval has a history of disruptive
29 behavior or disregard for the rights or property of others as evidenced by his or her conduct
30 in other housing facilities or associations, or by his or her conduct in this Condominium as a
31 Tenant, Resident, Occupant or Guest;

32 13.9.4.6 The Unit Owner or Person seeking approval has failed to
33 provide the information, fees or appearances required to process the application in a timely

1 manner or has made material misstatements or withheld material/information during the
2 application process; or

3
4 13.9.4.7 All Assessments, fines and other Charges and monetary
5 obligations against the Unit and/or Unit Owner have not been paid in full.

6 13.9.4.8 The Unit Owner is seeking to lease or rent the Unit within the
7 first twenty four (24) months of ownership.

8 13.9.4.9 More than five percent (5%) of the Units are Leased.

9 13.9.5 Liability. The liability of the Unit Owner under the Condominium Documents
10 shall continue notwithstanding the fact that he or she may have leased or rented his or her
11 interest in the Unit as provided herein.

12 13.9.6 Association Fee. The Unit Owner or Tenant seeking approval of a lease of a Unit
13 shall pay a transfer fee for each applicant in an amount determined by the Board, which
14 unless otherwise specified, shall be the maximum amount permitted by law. No charge shall
15 be made in connection with an extension or renewal of a lease.

16 13.9.7 Delegation. All actions and authority of the Association under this Article 13.9
17 may be delegated by the Board to a duly authorized Board member, Officer, Committee
18 member, Management, or other agent.

19 13.9.8 At no time shall more than five percent (5%) of the Units be occupied by other
20 than the Unit Owner(s). Five percent (5%) shall be six (6) Units. This restriction will take
21 effect upon being recorded in the Public Records of Lee County, Florida, and shall apply to
22 all leases entered into subsequent to the recording date. Any lease in force at the date of the
23 recording shall continue in force until the expiration of its term. New leases presented to the
24 Association for approval shall be registered with the time and date of presentation, and the
25 Board shall make a determination of when the five percent (5%) limit has been reached,
26 reviewing applications on a first come, first serve basis, as reflected by the registration
27 information on the Lease. Requests for rental approval which are received after the five
28 percent (5%) limit has been reached will be placed on a waiting list in the order in which they
29 are received, and will be considered for approval if and when the number of rentals fall below
30 the five percent (5%) limit, in order of their receipt of the Association.

31 All leasing requirements under this Section shall remain in effect and must be met by
32 any Unit Owner seeking to lease their Unit. However, when the 5% cap is reached, the Board

1 shall not approve any new leases, regardless of whether the lease complies with other
2 leasing conditions. Approval will only be granted once the leasing cap is no longer exceeded.

3 14. GUEST OCCUPANCY. Use or visitation without consideration (payment) distinguishes a
4 Guest usage from a tenancy. Any Person occupying a Unit for more than thirty (30) days in a
5 calendar year regardless of whether any consideration is paid, shall not be considered a
6 Guest, and shall be considered a Resident or Tenant subject to the approval requirements
7 of Article 13.9 of this Declaration. There are various types of Guest uses, which are regulated
8 as follows:

9 14.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) are permitted to have nonovernight
10 Guests, provided that same does not create a nuisance or annoyance to other Condominium
11 Residents, nor prevent their peaceful enjoyment of the premises. The Association may
12 restrict or prohibit Guest visitation by Persons who have committed nuisances upon the
13 Condominium Property or otherwise violated the Condominium Documents in the past, and
14 Persons who have been convicted of or pled no contest to a felony, including, but not limited
15 to, registered sex offenders and Persons who have been convicted of or pled no contest to
16 narcotic offenses. Non-overnight Guests need not be registered with the Association, but
17 may be subject to access control protocols or procedures used generally, if any. Non-
18 overnight Guests are permitted to use the Association facilities only when accompanied by
19 the Unit Owner or Tenant, unless otherwise approved by the Board. The Board may establish
20 additional restrictions on nonovernight. Guest usage of Condominium facilities, including,
21 but not limited to, the maximum numbers of Guests who may use common facilities.
22

23 14.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and
24 Tenants (and their respective Families) may have related or unrelated overnight Guests, so
25 long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no
26 requirement for registration of overnight Guests with the Association when the Unit Owner
27 or Tenant is used generally, if any. The Association may restrict or prohibit Guest visitation by
28 Persons who have committed nuisances upon the Condominium Property or otherwise
29 violated the Condominium Documents in the past, and Persons who have been convicted of
30 or pled no contest to a felony, including, but not limited to, registered sex offenders and
31 Persons who have been convicted of or pled no contest to narcotic offenses. No more than
32 two (2) Persons per bedroom plus four (4) (including Unit Owners, Tenants, Residents, their
33 Families, Guests or any other Occupants) may sleep overnight in a Unit.

34 14.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners
35 and Tenants are not permitted to have non-overnight Guests when the Unit Owner or Tenant

1 is absent from the Condominium. Unit Owners and Tenants may have Units inspected by
2 caretakers, friends or relatives. However, such individuals shall not be permitted to use
3 Condominium facilities, such as recreational facilities (including, but not limited to, the pool
4 and parking areas).

5 14.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not
6 permitted to have overnight Guests (related or non-related) in the absence of the Tenants'
7 simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence
8 of the Unit Owner subject to the following conditions, and such other Rules and Regulations
9 as may be deemed necessary by the Board to effectuate the residential, non-transient
10 nature of this Condominium. The Association may restrict or prohibit Guest visitation by
11 Persons who have committed nuisances upon the Condominium Property or otherwise
12 violated the Condominium Documents in the past, and Persons who have been convicted of
13 or pled no contest to a felony, including, but not limited to, registered sex offenders and
14 Persons who have been convicted of or pled no contest to narcotic offenses.

15 14.4.1 Non-Related Overnight Guests in the absence of the Unit Owner will be
16 limited to three (3) occupancies per calendar year (cumulative as to all Guests and all
17 occupancies by non-related Guests in the absence of the Owner), for a maximum period of
18 seven (7) days per occupancy. The limitation on the number of Persons who can occupy a
19 Unit in Article 14.2 applies. At least twenty-four (24) hours prior notice to the Association is
20 required, which may be by e-mail to Management.

21 14.4.2 Related Overnight Guests may occupy a Unit in the absence of the Unit
22 Owner. For the purpose of this provision, "related" means at least one (1) adult who is
23 occupying the Unit on an overnight basis, in the absence of the Unit Owner, is related to the
24 Unit Owner or
25 Primary Occupant (by blood, marriage, domestic partnership or adoption). The limitation on
26 the number of Persons who can occupy a Unit in Article 14.2 applies. At least twenty-four
27 (24) hours prior notice to the Association is required, which may be by e-mail to
28 Management.

29 14.5 Additional Board Authority. The conduct of background investigations and the
30 extent of such investigation, if any, shall be as determined by the Board in its discretion. The
31 Board may promulgate such rules, policies, and procedures as are necessary to implement
32 this Article. The Board may, at a duly noticed meeting, temporarily suspend or permanently
33 ban a Guest from entering the Condominium Property if the Board finds that such Person
34 has engaged in a serious violation of the Condominium Documents or applicable law upon
35 the Condominium Property, or has engaged in systematic violations of the Condominium

1 Documents or applicable law upon the Condominium Property. The decision of the Board is
2 final and shall not be subject to any requirement for a hearing before any type of Committee.
3 In the event the Association has reasonable cause to believe that Unit Owners are
4 circumventing rental restrictions by receiving consideration for occupancies which are held
5 out as guest occupancies, the Association may require proposed Guest Occupants to
6 submit proof of familial relationship, an affidavit as to absence of payment for the right to
7 occupy the premises, or other proof that the leasing provisions of Article 13.9 are not being
8 violated.

9 ~~14. COMPLIANCE AND DEFAULT. Each unit owner, each tenant and other invitee shall be~~
10 ~~governed by, and shall comply with the provisions of, the Condominium Act as amended~~
11 ~~from time to time, this Declaration, including its exhibits, the Association Articles of~~
12 ~~Incorporation and the Association By-laws.~~

13 ~~14.1 Remedies. Failure to comply shall be grounds for relief, which relief may include,~~
14 ~~but shall not be limited to, an action to recover damages or injunctive relief or both. Actions~~
15 ~~may be maintained by the Association or by any unit owner.~~

16 ~~14.2 Costs and Fees. In any such proceeding, including appeals, the prevailing party~~
17 ~~shall be entitled to recover the costs of the proceeding and reasonable attorney fees.~~

18 ~~14.3 No Waiver of Rights. The failure of the Association or any owner to enforce any~~
19 ~~covenant, restriction or other provision of the Condominium Documents shall not constitute~~
20 ~~a waiver of the right to do so thereafter as to subsequent or other instances.~~

21 15. COMPLIANCE AND DEFAULT.

22 15.1 Duty to Comply; Right to Sue. Each Unit Owner, his or her Family, Tenants,
23 Guests, Invitees, and all Unit Occupants and the Association is governed by and shall
24 comply with the provisions of the Act and the Condominium Documents. Actions for
25 damages or for injunctive relief, or both, or for failure to comply may be brought by the
26 Association or by a Unit Owner against:

27 15.1.1 The Association. The Association may, but shall not be required to, seek
28 enforcement of the Condominium Documents. Without limiting the intended generality of
29 the foregoing sentence, the Board has the discretion, without further liability to the
30 Association, to decline to take action in cases as to which legal counsel has advised of a
31 reasonable probability of failure on the merits, or in situations which involve disputes,
32 complaints, or allegations of violation of the Condominium Documents involving the interest
33 of the Owners of two (2) or more different Units, including, but not limited to, noise
34 complaints, nuisance allegations, and the like;

1 15.1.2 A Unit Owner; or

2 15.1.3 Anyone who occupies a Unit as a Unit Owner, Family member, Tenant,
3 Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the
4 Condominium Documents and damage to the Condominium Property by their Family
5 members, Tenants, Guests, Invitees, and Unit Occupants.

6 15.2 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit
7 Owner, Family member, Tenant, Guest, Invitee, Occupant, or the Association to comply with
8 the requirements of or otherwise involving the provisions of the Act or the Condominium
9 Documents, as amended from time to time, the prevailing party is permitted to recover the
10 costs and expenses of the proceeding and a reasonable attorneys' fee before trial, at trial
11 and on appeal, as well as in any supplementary or ancillary proceeding including but not
12 limited to proceedings regarding entitlement to or the amount of attorneys' fees and costs
13 awarded in action.

14 15.2.1 Mortgage Foreclosure Proceedings. In any mortgage foreclosure action
15 in which the Association is named as a party or intervenes to protect its interests, the
16 Association shall be entitled to recover its reasonable attorney's fees and costs from the Unit
17 Owner and/or any other party as permitted by law, including all fees and costs incurred
18 before, during, and after the litigation, including appellate proceedings.

19 15.3 No Election of Remedies; Remedies Cumulative. All rights, remedies and
20 privileges granted to the Association or Unit Owners under any terms, provisions, covenants,
21 or conditions of the Condominium Documents shall be deemed to be cumulative, and the
22 exercise of any one (1) or more shall not be deemed to constitute an election of remedies,
23 nor shall it preclude the party from exercising such other additional rights, remedies, or
24 privileges as may be granted by the Condominium Documents, or at law or in equity. It shall
25 not be presumed that money damages shall be an adequate remedy for violations of the
26 Condominium Documents.

27 15.4 Waiver of Application of Condominium Documents. The Association has the
28 right to waive the application of one (1) or more of the covenants or restrictions of the
29 Condominium Documents, or to permit a deviation from said covenants or restrictions, as
30 to any Unit where, in the discretion of the Board, hardship circumstances exist which justify
31 such waiver or deviation. In the event of any such waiver or permitted deviation, or in the
32 event the Association fails to enforce violation of said covenants or restrictions, such actions
33 or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any
34 other Person having the right to enforce said covenants or restrictions, from insisting upon
35 strict compliance with respect to all other Units, nor shall any such actions be deemed a

1 waiver of any of the covenants or restrictions contained in the Condominium Documents as
2 same may be applied in the future.

3 15.5 Notice of Lien or Suit.

4 15.5.1 Notice of Lien. A Unit Owner shall give written notice to the Association
5 of every lien upon his or her Unit, other than for permitted first mortgages, taxes and Special
6 Assessments, within five (5) days after the Unit Owner receives actual notice of the
7 attachment thereof.

8 15.5.2 Notice of Suit. A Unit Owner shall give written notice to the Association
9 of every suit or other proceeding which may affect the title to his or her Unit, or impose
10 liability on the Association, within five (5) days after the Unit Owner receives actual
11 knowledge thereof.

12 15.5.3 Failure to Comply. Failure of an Owner to comply with this Article will
13 not affect the validity of any judicial suit; however, the failure may render the Owner liable to
14 any party injured by such failure.

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

17 16.1 Proposal of Amendments. An amendment may be proposed by the President of
18 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

19 16.2 Proposed Amendment Format. Proposals to amend the existing Declaration of
20 Condominium shall contain the full text of the article to be amended. New words shall be
21 underlined and words to be deleted shall be linecl thr0t1gh. If the proposed change is so
22 extensive that this procedure would hinder rather than assist understanding, a notation must
23 be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL
24 REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER _____ FOR
25 PRESENT TEXT."

26 16.3 Notice. The subject matter of proposed amendments shall be included in the
27 notice of any meeting at which a proposed amendment is to be considered or in connection
28 with documentation for action without a meeting.

29 16.4 Adoption of Amendments. A resolution for the adoption of a proposed
30 amendment may be adopted by a vote of at least two-thirds (2/3 rds) of the Voting Interests
31 of the Association present (in person or by proxy) and voting at a duly noticed meeting at
32 which a quorum has been attained, or by the written agreement of at least two-thirds (2/3
33 rds) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's

1 errors, violations of applicable law, conflicts between the Condominium Documents, or if
2 determined necessary and desirable by the Board to comply with the requirements of the
3 secondary mortgage market, may be executed by the Officers of the Association, upon Board
4 approval, without need for Association membership vote. The Board may also adopt
5 amendments necessary to comply with the requirements of any governmental entity.

6 16.5 Effective Date. An amendment when adopted shall become effective after being
7 recorded in the Public Records of Lee County, Florida, according to law.

8 16.6 Automatic Amendment. Whenever the Act, Chapter 617, Florida Statutes, or
9 other applicable statutes or administrative regulations, as amended from time to time, are
10 amended to impose procedural requirements less stringent than set forth in this
11 Declaration, the Board may operate the Association pursuant to the less stringent
12 requirements without the need to change this Declaration. The Board, without a vote of the
13 Owners, may also adopt by majority vote, amendments to this Declaration as the Board
14 deems necessary to comply with such operational changes as may be enacted by future
15 amendments to Chapters 607, 617, and the Act, or such other statutes or administrative
16 regulations as required for the operation of the Association, all as amended from time to
17 time.

18 16.7 Proviso. No amendment shall change the configuration of any Unit or the share
19 in the Common Elements appurtenant to it, or increase the Owner's proportionate share of
20 the Common Expenses, unless the record Owner of the Unit concerned and all record
21 Owners of the mortgages on such Unit shall join in the execution of the amendment, and all
22 other Unit Owners approve the amendment. ~~15. AMENDMENTS. Amendments to any of the~~
23 ~~Condominium Documents shall be in accordance with the following:~~

24 ~~15.1 Requirements. An Amendment may be proposed by the Board of Directors and~~
25 ~~may be considered at any meeting of the owners, regular or special, of which due notice has~~
26 ~~been given according to the By-Laws, which notice includes notice of the substance of the~~
27 ~~proposed amendment. Passage shall be evidenced by a certificate executed in recordable~~
28 ~~form signed by the President or Vice President of the Association that it has been enacted by~~
29 ~~the affirmative vote of the required percentage of the voting interests (which vote may be~~
30 ~~evidenced by later written approval of voters not present), and the separate written joinder~~
31 ~~of mortgagees where required and shall include the recording data identifying the location~~
32 ~~of the Declaration as originally recorded and which shall become effective when recorded in~~
33 ~~the public records;~~

34 ~~15.2 Correctory Amendment. Whenever it shall appear that there is a defect, error or~~
35 ~~omission in any of the Condominium Documents or in order to comply with applicable laws~~

1 or requirements of government agencies, the amendment may be adopted by the Board of
2 Directors alone;

3 ~~15.3 Regular Amendments. Amendments may be enacted by a favorable vote of the~~
4 ~~owners of 67% of the voting interests in the Association;~~

5 ~~15.4 Written Agreements. Any approval of unit owners on any matter called for by this~~
6 ~~Declaration, its Exhibits or any statute to be taken at a meeting of unit owners is hereby~~
7 ~~expressly allowed to be taken instead by written agreement, without a meeting (which~~
8 ~~agreement may be in counterparts), subject to F.S. 718.112(2)(d)(4).~~

9 ~~16. TERMINATION~~ The condominium may be terminated in the following manner:

10 ~~16.1 Agreement. The Condominium may be terminated at any time by approval, in~~
11 ~~writing, of ninety percent (90%) of the voting interests of the Association and the approval of~~
12 ~~the requesting holders of institutional first mortgages of record representing 51% of the votes~~
13 ~~of units subject to such mortgages. Mortgage approval shall be as set forth in Paragraph 15.6.~~

14 ~~16.2 Very Substantial Damage. If the condominium, as a result of casualty, suffers~~
15 ~~"very substantial damage" and it is not decided as herein provided that it will be~~
16 ~~reconstructed or repaired, the condominium form of ownership will thereby terminate~~
17 ~~without agreement;~~

18 ~~16.3 General Provisions. Upon termination, the former unit owners shall become the~~
19 ~~owners, as tenants in common, of all condominium and Association property and the assets~~
20 ~~of the Association. The shares of such tenants in common shall be the same as were their~~
21 ~~shares of the common elements. The mortgagee or lienor of a unit owner shall have a~~
22 ~~mortgage or lien solely and exclusively upon the undivided share of such tenant in common~~
23 ~~in and to the lands and other properties and rights which he may receive by reason of such~~
24 ~~termination. The termination of the condominium shall be evidenced by a certificate of the~~
25 ~~Association executed by its President and Secretary certifying as to facts effecting the~~
26 ~~termination. Termination shall become effective when that certificate is recorded in the~~
27 ~~Public Records of Lee County, Florida;~~

28 ~~16.4 New Condominium. The termination of the condominium does not bar creation~~
29 ~~of another condominium affecting all or any portion of the same property;~~

30 ~~16.5 Partition: Sale. Following termination, the condominium and Association~~
31 ~~property may be partitioned and sold upon the application of any unit owner. Provided,~~
32 ~~however, that if following a termination, the owners of 67% of the voting interests of the~~
33 ~~Association determine to accept an offer for the sale of the property, all owners shall be~~
34 ~~bound to execute deeds and other documents reasonably required to effect the sale. In such~~

1 ~~event, any action for partition of the property shall be held in abeyance pending the sale, and~~
2 ~~upon the consummation of the sale shall be discontinued by all parties thereto.~~

3 ~~16.6 Last Board. The members of the last Board of Directors shall continue to have~~
4 ~~the powers granted in this Declaration for the purpose of winding up the affairs of the~~
5 ~~Association, notwithstanding the fact that the Association itself may be dissolved upon a~~
6 ~~termination;~~

7 ~~16.7 Provisions Survive Termination. The provisions of this Paragraph 16 are~~
8 ~~covenants running with the land, and shall survive the termination of the condominium until~~
9 ~~all matters covered by this paragraph have been completed.~~

10 17. TERMINATION. The Condominium may be terminated under any one (1) of the following
11 alternatives:

12 17.1 Termination Because of Economic Waste or Impossibility. Notwithstanding
13 anything to the contrary in this Declaration, the condominium form of ownership may be
14 terminated (or partially terminated) by a plan of termination approved by at least seventy-
15 five percent (75%) of the entire Voting Interests of the Condominium when:

16 • the total estimated cost of repairs necessary to restore the improvements in
17 any Condominium to their former condition or bring them into compliance with applicable
18 laws or regulations exceeds the combined fair market value of all Units in the Condominium
19 after completion of the repair; or

20 • it becomes impossible to operate or reconstruct the Condominium in its
21 prior physical configuration because of land use laws or regulations; or

22 • Both the Board and seventy-five percent (75%) of the entire Voting Interests
23 determine by vote or written agreement that termination is a more viable economic option
24 than Repair After Casualty.

25 17.2 Optional Termination. Except as provided in Article 16.1, the condominium form
26 of ownership may be terminated pursuant to a plan of termination approved by at least eighty
27 percent (80%) of the entire Voting Interests of the Condominium. It is the intent of this
28 provision to incorporate the provisions of Section 718.117(3) of the Act.

29 17.3 Procedures for Termination and Sale. The termination of the Condominium via
30 any of the methods set forth herein shall be as set forth in Section 718.117 of the Act.

31 17.4 Amendment. This Article 17 may be amended in the same manner in which this
32 Declaration may be amended generally, as set forth in Article 18.

1 ~~17. COLLECTION OF ASSESSMENTS.~~

2 ~~17.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired,~~
3 ~~including a purchaser at a judicial sale, shall be liable for all Assessments coming due while~~
4 ~~that person is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be~~
5 ~~jointly and severally liable with the grantor for all unpaid assessments against the grantor for~~
6 ~~the share of the Common Expenses up to the time of the conveyance, without prejudice to~~
7 ~~any right the grantee may have to recover from the grantor the amounts paid by the grantee.~~
8 ~~The liability for assessments may not be avoided by waiver of the use or enjoyment of any~~
9 ~~Common Elements or by the abandonment of the unit for which the assessments are made~~
10 ~~or otherwise.~~

11 ~~17.2 Default in Payment of Assessments for Common Expenses. Assessments and~~
12 ~~installments thereof not paid within ten (10) days from the date when they are due shall bear~~
13 ~~interest at the highest lawful rate from the date due until paid. The Association has a lien on~~
14 ~~each condominium Parcel for any unpaid Assessments on such Parcel, with interest and for~~
15 ~~reasonable attorney's fees and costs incurred by the Association incident to the collection~~
16 ~~of the Assessment or enforcement of the lien. The lien is effective as of the date of the~~
17 ~~recording of this Declaration and shall be evidenced by the recording of a claim of lien in the~~
18 ~~Public Records of the County, stating the description of the Condominium Parcel, the name~~
19 ~~of the record owner, the amount due and the due dates. The claim of lien shall not be~~
20 ~~released until all sums secured by it (or such other amount as to which the Association shall~~
21 ~~agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien~~
22 ~~shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and~~
23 ~~costs and attorneys fees which are due and which may accrue subsequent to the recording~~
24 ~~of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim~~
25 ~~of lien shall be signed and acknowledged by an officer or agent of the Association. Upon~~
26 ~~payment, the person making the payment is entitled to a satisfaction of the lien in recordable~~
27 ~~form. The Association may bring an action in its name to foreclose a lien for unpaid~~
28 ~~assessments in the manner a mortgage of real property is foreclosed and may also bring an~~
29 ~~action at law to recover a money judgment for the unpaid assessments without waiving any~~
30 ~~claim of lien. As an additional right and remedy of the Association, upon default in the~~
31 ~~payment of assessments as aforesaid and after thirty (30) days' prior written notice to the~~
32 ~~applicable Unit Owner, the Association may declare the next twelve (12) months of~~
33 ~~assessment installments to be accelerated (or if acceleration to such extent is prohibited by~~
34 ~~the Act, then the Association may declare assessments to the maximum extent permitted~~
35 ~~under the Act to be accelerated) and such shall thereupon be immediately due and payable.~~
36 ~~In the event that the amount of such installments changes during the period of which~~

1 ~~assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be~~
2 ~~obligated to pay or reimburse to the other the amount of increase or decrease within ten (10)~~
3 ~~days of same taking effect.~~

4 ~~17.3 Appointment of Receiver to Collect Rental. If the Unit Owner remains in~~
5 ~~possession of the Unit and the claim of lien is foreclosed, the court in its discretion may~~
6 ~~require the Unit owner to pay a reasonable rental for the Unit and the Association is entitled~~
7 ~~to the appointment of a receiver to collect the rent. The expenses of the receiver shall be~~
8 ~~paid by the party who does not prevail in the foreclosure action.~~

9 ~~17.4 Institutional Mortgagee. In the event an Institutional Mortgagee shall obtain title~~
10 ~~to the Unit as a result of foreclosure of its mortgage pursuant to proceedings in which the~~
11 ~~Association has been properly named as a junior lienholder, or as a result of a deed given in~~
12 ~~lieu of foreclosure or in satisfaction of debt, such Institutional Mortgagee, its successors and~~
13 ~~assigns, shall be liable for the share of Common Expenses or Assessments or other charges~~
14 ~~imposed by the Association pertaining to such Condominium Parcel or chargeable to the~~
15 ~~former unit owner of such Condominium Parcel which became due prior to acquisition of~~
16 ~~title as a result of the foreclosure or the acceptance of such deed; provided, however, the~~
17 ~~Mortgagee's liability is limited to a period not exceeding six (6) months, and in no event shall~~
18 ~~the First Mortgagee's liability exceed one (1%) percent of the original mortgage debt. In any~~
19 ~~event, the First Mortgagee's liability for such expenses or assessments does not commence~~
20 ~~until 30 days after the date the First Mortgagee received the last payment of principal or~~
21 ~~interest. Such unpaid share of Common Expenses or Assessments or other charges shall be~~
22 ~~deemed to be Common Expenses collectible from all of the Unit Owners, including such~~
23 ~~acquirer, and such acquirer's successors and assigns.~~

24 ~~17.5 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a~~
25 ~~Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all~~
26 ~~assessments and other monies owed to the Association by the Unit Owner with respect to~~
27 ~~their Unit. Any person other than the Unit Owner who relies upon such certificate shall be~~
28 ~~protected thereby.~~

29 ~~17.6 Installments. Regular Assessments may be collected monthly or quarterly, in~~
30 ~~advance, at the option of the Association from time to time.~~

31 ~~17.7 Use of Common Elements. The Association shall not charge any fee against a~~
32 ~~Unit Owner for the use of the Common Elements or Association Property unless otherwise~~
33 ~~provided for in this Declaration or by a majority vote of the Association or unless the charges~~
34 ~~relate to expenses incurred by a Unit Owner having exclusive use of the Common Elements~~
35 ~~or Association Property.~~

1 ~~17.8 Unpaid Charges. Unpaid charges which are due together with costs, interest and~~
2 ~~reasonable attorney's fees including appeals for collection shall be the basis for an action at~~
3 ~~law by the Association against the Unit Owner.~~

4 ~~17.9 Collection — Interest; Administrative Late Fee; Application of Payments.~~
5 ~~Assessments paid on or before ten days after the date due shall not bear interest, but all~~
6 ~~sums not paid on or before ten days shall bear interest at the highest lawful rate from time~~
7 ~~to time (now 18% per annum) from the date due until paid. In addition to such interest the~~
8 ~~Association may charge an administrative late fee in an amount not to exceed the greater of~~
9 ~~\$25.00 or 5% of each installment of the assessment for which payment is late. All payments~~
10 ~~upon account shall be first applied to interest, then the late fee, then to any costs and~~
11 ~~reasonable attorney's fees and then to the assessment payment first due. All interest~~
12 ~~collected shall be credited to the common expense account.~~

13 ~~17.10. Collection – Suit. The Association, at its option, may enforce collection of~~
14 ~~delinquent assessments by suit at law, by foreclosure of the lien securing the assessments,~~
15 ~~or by an other remedy available under the laws of the State of Florida, and in any event the~~
16 ~~Association shall be entitled to recover the payments which are delinquent at the time of~~
17 ~~collection, judgment or decree, together with those which have become due by acceleration~~
18 ~~plus interest thereon and all costs incident to the collection and the proceedings, including~~
19 ~~reasonable attorneys' fees, including appeals. The Association must deliver or mail by~~
20 ~~certified mail to the unit owner a written notice of its intention to foreclose the assessment~~
21 ~~lien 30 days before commencing foreclosure, unless Notice of Contest of Lien has been filed.~~
22 ~~The lien created by F.S. 718.116(5)(a) shall secure only assessments, interest, costs and~~
23 ~~attorneys fees and not fines, charges or other fees.~~

24 18. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the
25 Board, in the manner provided in the Bylaws and as follows and shall be borne by the Unit
26 Owners on the basis set forth in Article 5 and elsewhere in these Condominium Documents.
27 The Association has the power to levy and collect Assessments against each Unit and Unit
28 Owner in order to provide the necessary funds for proper operation and management of the
29 Condominium and for the operation of the Association. This power includes both "regular"
30 Assessments for each Unit's share of the Common Expenses or individual Limited Common
31 Expenses (which shall be based upon actual costs to be incurred and not allocated in the
32 manner in which Common Expenses are incurred) as set forth in the annual budget, and
33 "special" Assessments for unusual, nonrecurring or unbudgeted Common Expenses or
34 Limited Common Expenses.

1 18.1 Liability for Assessments and Charges. A Unit Owner is liable for all Assessments
2 and Charges corning due while he or she is the Unit Owner. Except as provided in Article
3 18.5, any Person or entity which acquires title to a Unit is jointly and severally liable with their
4 predecessor in title for all unpaid Assessments and Charges against the predecessor for his
5 or her share of the Charges and Assessments, including interest, late fees, attorneys' fees
6 and other costs and expenses of collection incurred by the Association up to the time of the
7 transfer, without prejudice to any right the transferee may have to recover from the transferor
8 the amounts paid by the transferee. The liability for Assessments or Charges may not be
9 avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment
10 of the Unit for which the Assessments or Charges are made.

11 18.2 Default in Payment of Assessments for Common Expenses or Charges.
12 Assessments and installments thereof not paid within ten (10) days from the date when they
13 are due shall incur a late fee and bear interest from the date first due until paid, in an amount
14 as determined by the Board which, unless otherwise specified, shall be the maximum
15 allowed by law. For so long as provided by law, the Association must send a notice of late
16 Assessment, in accordance with the Act, to the delinquent Unit Owner prior to any attorneys'
17 fees being incurred in collection of the Assessment in accordance with the Act.

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

32 18.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure
33 judgment may be entered until at least forty-five (45) days after the Association gives written
34 notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid
35 Assessments or Charges. If this notice is not given at least forty-five (45) days before the
36 foreclosure action is filed, and if the unpaid Assessments or Charges, including those which

1 have been accelerated (if applicable) and those coming due after the claim of lien is
2 recorded, are paid before the entry of a final judgment or foreclosure, the Association shall
3 not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the
4 Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner at his
5 or her last known address; and, upon such mailing, the notice shall be deemed to have been
6 given. If after diligent search and inquiry the Association cannot find the Unit Owner or a
7 mailing address at which the Unit Owner will receive the notice, the court may proceed with
8 the foreclosure action and may award attorneys' fees and costs as permitted by law. The
9 notice requirements of this provision are satisfied if the Unit Owner records a Notice of
10 Contest of Lien as provided in the Act. The notice requirements do not apply if an action to
11 foreclose a mortgage on the Unit is pending before any court; if the rights of the Association
12 would be affected by such foreclosure; and if actual, constructive, or substitute service of
13 process has been made on the Unit Owner.

14 18.4 Attachment of Rental Income when Unit is Delinquent. Notwithstanding any
15 other remedy available to the Association under this Declaration, the Bylaws, or applicable
16 law, the Association has the following options when payment of Assessments or Charges
17 are in default (more than ten days in arrears). The Association may, without order of the
18 Court, direct rental income (by written notice to the Tenant with copy to the Unit Owner) from
19 Units in default to be paid directly to the Association until all outstanding Assessments,
20 Charges, other monetary obligations, interest, late fees, costs, collection expenses,
21 attorneys' fees and receiver's fees, if applicable, are paid in full. As an alternative, the
22 Association may apply to a Court of competent jurisdiction, either in connection with a
23 foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a
24 Unit in default paid directly to the Association, the court registry, or a receiver, as the Court
25 may direct. The Association may choose any of these courses of action, or other remedies
26 as may be prescribed by law or elsewhere in the Condominium Documents, as the Board
27 deems appropriate, without same constituting a waiver or election of remedies.

28 18.5 First Mortgagee. The priority of the Association's lien and the obligation for
29 payment of past due Assessments or other sums due in relation to first mortgagees who
30 obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by
31 the Act.

32 18.6 Certificate of Unpaid Assessments or Charges. Any Unit Owner has the right to
33 require from the Association a certificate showing the amount of unpaid Assessments or
34 Charges against him or her with respect to his or her Unit. The Association, its agents, and
35 counsel are permitted to charge a fee for preparing such information, in amounts
36 established by the Board, or in a management agreement between the Association and a

1 Community Association Management Firm, or based on reasonable and customary fees
2 charged by legal counsel.

3 18.7 Lien for Charges. Except as prohibited by law, there is created by this Declaration
4 a common law and contractual lien to secure payment for any service which the Association
5 provides for an individual Unit Owner or expenses which the Association incurs in regard to
6 a Unit Owner and which are not otherwise secured by the statutory lien for Common
7 Expenses. By way of example, but not limitation, a Lien for Charges exists to secure
8 repayment to the Association when it must remove or reinstall Unit Owner alterations or
9 items of Unit Owner insurance, or Maintenance responsibility in connection with the
10 Association's discharge of its Common Element Maintenance responsibilities, or address
11 emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of
12 equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same
13 manner as the Common Expense lien, including the right to recover attorneys' fees, costs
14 and expenses of collection.

15 18.8 Liens and Encumbrances against Units. The Association has the right to satisfy
16 any delinquent lien or other security interest against a Unit, including without limitation
17 unpaid ad valorem taxes. The Association has no obligation to satisfy such liens nor
18 ascertain their existence. Prior to paying off a lien against a Unit, the Association shall give
19 the Unit Owner reasonable notice and opportunity to remove the lien. Any such payments
20 made by the Association will be secured by a Lien for Charges.

21 18.9 Other Remedies. The Board has the authority to impose such other remedies or
22 sanctions permitted by the Act pertaining to non-payment of monetary obligations to the
23 Association. Without limitation, same include suspension of use rights in Common
24 Elements and Association Property; suspension of voting rights; suspension of the right to
25 serve on the Board; the attachment of rental income; denial of lease approval requests; and
26 acceleration.

27 ~~18. ASSOCIATION MEMBERSHIP. The qualification of members and the manner of their~~
28 ~~admission shall be as provided in the Bylaws.~~

29 ~~19. COMMON EXPENSES AND COMMON SURPLUS. Each unit's share shall be the same~~
30 ~~percentage share as described in the original Declaration recorded in Official Record Book~~
31 ~~1360 at Page 2230, Public Records of Lee County, Florida.~~

32 ~~20. CONDEMNATION:~~

33 ~~20.1 Deposit of Awards with Association. The taking of all or any part of the~~
34 ~~condominium property by condemnation or eminent domain shall be deemed to be a~~

1 casualty to the portion taken and the awards for that taking shall be deemed to be proceeds
2 from insurance on account of the casualty. Even though the awards may be payable to unit
3 owners, the unit owners shall deposit the awards with the Association; and if any fail to do
4 so, a charge shall be made against a defaulting unit owner in the amount of his award, or the
5 amount of that award shall be set off against any sums payable to that owner.

6 ~~20.2 Determination Whether to Continue Condominium. Whether the condominium~~
7 ~~will be continued after condemnation will be determined in the manner provided for~~
8 ~~determining whether damaged property will be reconstructed and repaired after a casualty:~~

9 ~~20.3 Disbursement of Funds. If the condominium is terminated after condemnation,~~
10 ~~the proceeds of all awards and special assessments will be deemed to be condominium~~
11 ~~property and shall be owned and distributed in the manner provided for insurance proceeds~~
12 ~~when the condominium is terminated after a casualty. If the condominium is not terminated~~
13 ~~after condemnation, the size of the condominium will be reduced, the owners of condemned~~
14 ~~units, if any, will be made whole, and any property damaged by the taking will be made usable~~
15 ~~in the manner provided below. Proceeds of awards and special charges shall be used for~~
16 ~~these purposes and shall be disbursed in the manner provided for disbursements of funds~~
17 ~~after a casualty:~~

18 ~~20.4 Association as Agent. The Association is hereby irrevocably appointed as each~~
19 ~~unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning~~
20 ~~authority for the purpose of realizing just compensation for the taking:~~

21 ~~20.5 Units Reduced but Tenantable. If the taking reduces the size of a unit and the~~
22 ~~remaining portion of the unit can be made tenantable, the awards for the taking of a portion~~
23 ~~of that unit shall be used for the following purposes in the order stated, and the following~~
24 ~~changes shall be effected in the condominium;~~

25 ~~(1) Restoration of Unit. The unit shall be made tenantable. If the cost of the~~
26 ~~restoration exceeds the amount of the award, the additional funds required shall be paid by~~
27 ~~the owner of the unit;~~

28 ~~(2) Distribution of Surplus. The balance of the award, if any, shall be~~
29 ~~distributed to the owner of the unit and to each mortgagee of the unit, the remittance being~~
30 ~~made payable jointly to the owner and mortgagees:~~

31 ~~20.6 Unit Made Untenantable. If the taking is of any entire unit or so reduces the size~~
32 ~~of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used~~
33 ~~for the following purposes in the order stated, and the following changes shall be effected in~~
34 ~~the condominium:~~

1 ~~(1) Payment of Award. The fair market value of the unit immediately prior to the~~
2 ~~taking, as determined by agreement between the unit owner and the Association or by~~
3 ~~arbitration in accordance with Section 21.6.4. following, shall be paid to the owner of the~~
4 ~~unit and to each mortgagee of the unit, the remittance being made payable jointly to the~~
5 ~~owner and the mortgagee(s);~~

6 ~~(2) Addition to common Elements. If possible and practical, the remaining~~
7 ~~portion of the unit shall become a part of the common elements and shall be placed in~~
8 ~~condition for use by all unit owners in the manner approved by the Board of Directors;~~

9 ~~(3) Adjustment of Shares in common Elements. The shares in the common~~
10 ~~elements appurtenant to the units that continue as part of the condominium shall be~~
11 ~~adjusted and restated to distribute the ownership of the common elements equally among~~
12 ~~the reduced number of unit owners.~~

13 ~~(4) Arbitration. If the fair market value of a unit prior to the taking cannot be~~
14 ~~determined by agreement between the unit owner and the Association within thirty (30) days~~
15 ~~after notice by either party, the value shall be determined by appraisal in accordance with~~
16 ~~the following. The unit owner, the first mortgagee, if any, and the Association shall each~~
17 ~~appoint one M.A.I. appraiser, who shall appraise the unit and shall determine the fair market~~
18 ~~value by computing the arithmetic average of their appraisals of the unit. A judgment of~~
19 ~~specific performance upon the value arrived at by the appraisers may be entered in any court~~
20 ~~of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the~~
21 ~~appraiser.~~

22 ~~20.7 Taking of Common Elements. Awards for the taking of common elements shall~~
23 ~~be used to make the remaining portion of the common elements usable in the manner~~
24 ~~approved by the Board of Directors. The balance of such awards, if any, shall be distributed~~
25 ~~to the unit owners in the shares in which they own the common elements after adjustment~~
26 ~~of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall~~
27 ~~be paid jointly to the owner and mortgagee(s) of the unit.~~

28 ~~20.8 Amendment of Declaration. The changes in units, in the common elements and~~
29 ~~in the ownership of the common elements that are necessitated by condemnation, shall be~~
30 ~~evidenced by an amendment of the Declaration of Condominium that need be approved only~~
31 ~~by a majority of all Directors of the Association, without the consent of any unit owner or~~
32 ~~mortgagee being required for any such amendment.~~

33 19. CONDEMNATION.

1 19.1 Awards. The taking of all or any part of the Condominium Property by
2 condemnation or eminent domain shall be deemed to be a Casualty to the portion taken,
3 and the awards for that taking shall be deemed to be proceeds from insurance on account
4 of the Casualty. Even though the awards may be payable to Unit Owners, the Unit Owners
5 shall deposit the awards with the Association, and if any fail to do so, a Special Assessment
6 shall be made against a defaulting Unit Owner in the amount of this award, or the amount of
7 the award shall be set off against any sums payable to that Unit Owner.

8 19.2 Determination Whether to Continue Condominium. Whether the Condominium
9 will be continued after condemnation will be decided in the same manner as Repair After
10 Casualty as set forth in Article 11.

11 19.3 Distribution of Funds. If the Condominium is terminated after condemnation,
12 the proceeds of all awards and Special Assessments will be owned and distributed in the
13 manner provided for insurance proceeds when the Condominium is terminated after a
14 Casualty. If the Condominium is not terminated after condemnation, the size of the
15 Condominium may be reduced. The Owners of condemned Units, if any, will share in awards
16 and Special Assessments as provided below.

17 19.4 Association as Agent. The Association is hereby irrevocably appointed as each
18 Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning
19 authority for the purpose of realizing just compensation for the taking.

20 19.5 Units Reduced but Habitable. If the taking reduces the size of a Unit and the
21 remaining portion of the Unit can be made habitable, the awards for the taking of a portion
22 of that Unit shall be used for the following purposes in the order stated, and the following
23 changes shall be effected in the Condominium.

24 19.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the
25 restoration exceeds the amount of the award, the additional funds required shall be
26 assessed against the Owner of the Unit.

27 19.5.2 Distribution of Surplus. The balance of the award, if any, shall be
28 distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being
29 made payable jointly to the Owner and mortgagee(s).

30 19.5.3 Adjustment of Shares in Common Elements. If the floor area of a Unit
31 is reduced by the taking, the number representing the share in the Common Elements
32 appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit
33 is reduced by the taking, and then the shares of all Unit Owners in the Common Elements

1 shall be restated as percentages of the total of the numbers representing their original
2 shares as reduced by the taking.

3 19.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the
4 Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for
5 the following purposes in the order stated, and the following changes shall be effected in the
6 Condominium:

7 19.6.1 Payment of Award. The condemnation award immediately prior to the
8 taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the
9 remittance being made payable jointly to the Owner and mortgagee(s).

10 19.6.2 Addition to Common Elements. If possible and practical, the remaining
11 portion of the Unit shall become a part of the Common Elements and shall be placed in
12 condition for use by all Unit Owners in the manner approved by the Board.

13 19.6.3 Assessments. If the amount of the award for the taking is not sufficient
14 to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the
15 remaining portion of the Unit, the amount required for those purposes shall be raised by
16 Special Assessment against all of the Unit Owners who will continue as Owners of any Unit
17 after the changes in the Condominium effected by the taking. The Assessments shall be
18 made in proportion to the shares of those Owners in the Common Expenses after the
19 changes effected by the taking.

20 19.7 Taking of Common Elements. Awards for the taking of Common Elements shall
21 be used to make the remaining portion of the Common Elements usable in the manner
22 approved by the Board. The balance of such awards, if any, may be returned to the Unit
23 Owners or used by the Association as the Board may determine.

24 19.8 Amendment of Declaration. The changes in Units, in the Common Elements and
25 in the ownership of the Common Elements that are necessitated by condemnation, shall be
26 evidenced by an amendment of the Declaration of Condominium that need be approved only
27 by a majority of all Directors of the Board.

28 20. EMERGENCY POWERS.

29 20.1 Additional Board Authority. In addition to other authority granted by law and the
30 Condominium Documents, the Board has the following power and authority in connection
31 with emergency conditions:

32 20.1.1 To determine after a Casualty whether the Condominium Property or
33 portions thereof can be safely used or occupied, which decision shall not be conclusive as

1 to the determination of habitability. Such decision shall be based upon the advice of
2 emergency management officials or a licensed professional.

3 20.1.2 To declare any portion of the Condominium Property or Association
4 Property unavailable for use, occupancy, or presence upon by Unit Owners, Family
5 members, Tenants, Guests, or Invitees (and to distinguish between such groups) after a
6 Casualty, including during the rebuilding process. Such decision by the Board is based upon
7 the advice of emergency management officials, governmental authority or a licensed
8 professional and can be made only if necessary, to protect against liability to or the health,
9 safety, or welfare of the Association, Unit Owners, Family members, Tenants, Guests, or
10 Invitees.

11 20.1.3 To mitigate damage including taking action to prevent the spread of
12 fungus (including, but not limited to, mold and mildew) including tearing out drywall and
13 carpet (even if the Unit Owner is obligated to insure and/or replace those items) and
14 removing personal property from the Unit and disposing of damaged property or storing such
15 property on-site or at an offsite location, with Unit Owners responsible for reimbursing the
16 Association for items for which the Unit Owner is responsible but which may be necessary
17 to prevent further damage. The Association bears no liability for such actions, if taken in good
18 faith.

19 20.1.4 To contract on behalf of Unit Owners, with said Unit Owners
20 responsible to reimburse the Association for items for which the Unit Owner is responsible,
21 but which may be necessary to mitigate or prevent further damage. Without limitation, this
22 includes debris removal, dry-out of Units and replacement of damaged air conditioners
23 when necessary to provide climate control in the Units. The Unit Owner is responsible to
24 reimburse the Association within ten (10) days of the Association's invoice. The Association's
25 right to payment shall be secured by a Common Expense Lien as provided in the Act and
26 actions to collect such sums shall entitle the Association to recover interest, late fees,
27 attorneys' fees, and other costs and expenses of collection.

28 20.1.5 To implement disaster protocols prior to, during, or after an impending
29 disaster or state of emergency including, but not limited to, shutting down elevators,
30 electricity, security systems, and air conditioners.

31 20.1.6 To adopt, by Board action, emergency assessments with such notice
32 deemed practicable by the Board.

33 20.1. 7 To adopt emergency Rules and Regulations governing the use and
34 occupancy of the Units, Common Elements, Limited Common Elements, and Association

1 property, with notice given only to those Directors with whom it is practicable to
2 communicate.

3 20.1.8 To enter into agreements with local counties and municipalities to
4 assist counties and municipalities with debris removal.

5 20.1.9 To exercise all emergency powers set forth in the Act.

6 20.2 In addition to all applicable emergency powers conferred by law and these
7 Condominium Documents, the Board shall have all of the powers in the preceding sections
8 of this paragraph, plus the following powers if a state of emergency has been declared by any
9 governmental entity or official with authority applicable to the locale in which the
10 Condominium is located regarding any infectious disease outbreak, pandemic, biological or
11 chemical contamination, including sewage, or similar public health risks:

12 20.2.1 To close the Condominium Property to Guests and Invitees, including
13 nonresident family members, guests and contractors, excepting such essential contractors
14 as the Board may determine appropriate.

15 20.2.2 To close all non-essential facilities on the Condominium Property,
16 including recreational and social facilities.

17 20.2.3 To restrict or ban entry onto the Condominium by Guests and Invitees
18 if deemed necessary by the Board.

19 20.2.4 To enact and implement restrictions, protocols and procedures the
20 Board may deem appropriate, including, but not limited to, requiring the use of gloves, masks
21 and other protective equipment, quarantines, restrictions or moratoriums on move ins/move
22 outs, restrictions or moratoriums on occupancy by Unit Owners, Tenants or Guests if such
23 occupancy presents a health risk, as determined by the Board. The Board may enact or
24 continue requirements regarding use of masks and other personal protective equipment,
25 social distancing, limits on facility use or facility closure, even where a previously declared
26 state of emergency has expired, where the Board finds such requirements to be in the best
27 interests of the Association and the Residents of the Condominium.

28 20.2.5 To enact any other rules and regulations as approved by a majority of
29 the Board as the Board determines is in the best interests of the health, safety and welfare
30 of Association, the Unit Owners, and Residents, with as much notice as practical.

31 20.2.6 To have all of the emergency powers as provided for in the Bylaws and
32 Articles of Incorporation.

1 20.3 For purposes of this Article 20, an emergency shall be deemed to exist in the
2 following circumstances:

3 20.3.1 When the locale in which the Condominium is under a tropical storm
4 or hurricane watch or warning.

5 20.3.2 When the locale in which the Condominium is located is under a
6 declared state of emergency from any governmental agency having jurisdiction related to
7 health, safety, and welfare.

8 20.3.3 When the Condominium Property is in danger of significant damage or
9 has been significantly damaged, as determined by the Board, by Casualty, act of nature, or
10 act of man, including but not limited to fires, floods, hurricanes, tropical storms or other
11 sever weather events, floods, erosion, sinkholes, pandemics or other public health threats,
12 or acts of war, terrorism or criminal conduct.

13 20.3.4 The powers conferred by this Article 20 shall be in force during such
14 time as an emergency exists, as well as an anticipation of an emergency or in response to an
15 emergency which has resulted in damage to the Condominium Property, or which continues
16 to present a threat to health, safety and welfare or legal liabilities to the Association.

17 21. MISCELLANEOUS PROVISIONS.

18 21.1 Covenants Running with the Land. The covenants and restrictions as herein
19 contained, or forming a part of the Condominium Documents, shall be deemed to run with
20 the land and shall run perpetually unless terminated or amended as provided herein.

21 21.2 Savings Clause. If any provision of the Condominium Documents hereto, as the
22 same now exist or as may be later amended or any portion thereof, shall be held invalid by
23 any Court, or other governmental agency with proper authority to so hold, the validity of the
24 remainder of said Condominium Documents shall remain in full force and effect.

25 21.3 Heirs, Successors and Assigns. These Condominium Documents shall be
26 binding upon the heirs, nominees, successors in interest or title, administrators, executors
27 and assigns of all Unit Owners. The Association shall have the right, but not the obligation to
28 disclose any unresolved violation of the Condominium Documents to any proposed
29 successor, assign, lienor, or other third party and shall bear no liability in connection with
30 such disclosures. It shall be the duty of the Unit Owner intending to transfer or hypothecate
31 title to the Unit, or transfer or pledge any legal interest in the Unit to such parties.

32 21.4 Notices. All notices shall be given as provided in the Bylaws.

1 21.5 Compliance with Fair Housing Laws. There shall be no limitation, restriction, or
2 preference upon sale, lease, occupancy, or use of the Condominium Property based upon
3 race, creed, color, sex, religion, national origin, handicap, familial status, or any other legally
4 protected class. The Association may make reasonable accommodations, including
5 reasonable waiver of the covenants and restrictions of the Condominium Documents, when
6 necessary to afford handicapped individuals the opportunity to enjoy the Condominium
7 premises, or to comply with other legal requirements.

8 21.6 Conflicts. In the event of a conflict between any provision of the Condominium
9 Documents and the Act, the Act shall control, except in cases where the Act permits the
10 Condominium Documents to regulate the subject, in which case the Condominium
11 Documents will control. In the event of a conflict between this Declaration and the other
12 Condominium Documents, same shall be governed as provided in the Bylaws.

13 21.7 Interpretation. The Board is responsible for interpreting the provisions of the
14 Condominium Documents. The Board's interpretations shall be binding upon all parties
15 unless wholly unreasonable. A written opinion rendered by Association's legal counsel that
16 an interpretation adopted by the Board is not wholly unreasonable shall conclusively
17 establish the interpretation as valid.

18 21.8 Captions and Headings. The headings and captions used in the Condominium
19 Documents are solely for convenience sake and shall not be considered a limitation of any
20 nature in interpreting the Condominium Documents.

21 21.9 Waiver. The failure of the Association to enforce any right, provision, covenant or
22 condition which may be granted by the Condominium Documents shall not constitute a
23 waiver of the right of the Association to enforce such right, provision, covenant or condition
24 in the future.

25 21.10 Plurality; Gender. Wherever the context so permits, the singular includes the
26 plural, the plural includes the singular, and the use of any gender includes all or no genders.

27 21.11 Ratification. Should any act of the Association be subject to any legal or other
28 challenge or controversy as to whether the act was properly approved or handled, the Board
29 shall have the authority, but not the obligation, to submit that act to a ratification vote by
30 such body and subject to such voting requirements as the Board considers appropriate. Any
31 ratification or attempted ratification shall not be considered an admission by the Association
32 that the complained of act was not properly approved in the first instance. Any act of
33 ratification shall be deemed to relate back to the original act for all purposes.

1 21.12 Construction. The Condominium Documents shall be liberally construed so as
2 to effectuate their intent and facilitate the efficient operation of the Association, which is
3 managed by an unpaid, volunteer Board.

4 21.13 Nondiscrimination and Inclusion. The Association affirms that all persons are
5 entitled to full and equal enjoyment of all Common Elements, amenities, and community
6 spaces without discrimination based on race, color, religion, sex, sexual orientation, gender
7 identity or expression, marital status, familial status, national origin, age, or disability.

8 This includes, but is not limited to, the right of Residents and their Guests to hold
9 personal celebrations, including marriage or commitment ceremonies, in any designated
10 common area event space or other reservable area within the community, subject to
11 standard reservation and use procedures applied equally to all Residents. No Resident,
12 guest, or applicant shall be denied approval, rights, or access on the basis of being gay,
13 lesbian, bisexual, transgender, or otherwise part of the LGBTQ+ community.

14 ~~21. VOTING. Each unit shall have one full indivisible vote in all matters.~~

15 ~~22. TIME SHARE PROHIBITED. No time share estates may be created in this condominium.~~

16 ~~23. SEVERABILITY AND NON-WAIVER. If any provision of this Declaration or its exhibits as~~
17 ~~now constituted or as later amended or any section, sentence, clause, phrase or word, or~~
18 ~~the application thereof in any circumstances is held invalid, the validity of the remainder and~~
19 ~~of the application of any such provision, section, sentence, clause, phrase or word in other~~
20 ~~circumstances shall not be affected thereby. The failure of the Association in any instance~~
21 ~~to enforce any covenants or provision of this Declaration or any of the condominium~~
22 ~~documents shall not constitute a waiver of its right to do so thereafter in other instances.~~

23 ~~THIS RESTATED DECLARATION OF CONDOMINIUM and exhibits hereto made and~~
24 ~~entered into this _____ day of _____, 19____.~~