

Prepared by and return to:
Meredith A. Peck, Esquire
Peck & Peck, P.A.
5200 Tamiami Trail North, Suite 101
Naples, Florida 34103

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of THE ABBEY MANAGEMENT ASSOCIATION, INC., a Florida corporation not-for-profit, does hereby certify that at a meeting of the members held on March 15, 2017, where a quorum was present, after due notice, the attached Amended and Restated Declaration of Condominium of The Abbey at Berkshire Village, a Condominium, as originally recorded at O.R. Book 1280, Page 1401, *et seq.*, Public Records of Collier County, Florida and the Amended and Restated Bylaws of The Abbe Management Association, Inc. were approved by not less than sixty-six and two-thirds percent (66 2/3%) of the membership of the Board of Directors and not less than fifty-one percent (51%) of the votes of the members and were thus duly passed and approved and are in full force and effect.

Dated: March 23, 2017

The Abbey Management Association, Inc.,
a Florida not-for-profit corporation

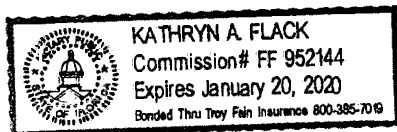
Michael Fisher
Witness
Printed Name: Michael Fisher

By: Gerard W. Duwe
Gerard W. Duwe, President

Courtney Finner
Witness
Printed Name: Courtney Finner

STATE OF FLORIDA
COUNTY OF COLLIER

Acknowledged and subscribed before me, an officer duly authorized in Collier County, Florida to take acknowledgments, by Gerard W. Duwe, President of The Abbey Management Association, Inc., to me personally known or identified by a driver's license and duly authorized who did take an oath, on this 23 day of March, 2017.



Kathryn A. Flack
Notary Public
Kathryn A. Flack
Printed name of Notary
My Commission Expires:

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF

THE ABBEY AT BERKSHIRE VILLAGE, a Condominium

(Substantial rewording of entire Declaration of Condominium. See original Declaration, as amended and restated, for present text.)

This Amended and Restated Declaration of Condominium for The Abbey at Berkshire Village, a Condominium, completely amends, replaces and restates the original Declaration of Condominium recorded in O.R. Book 1280, Page 1401, et. seq., Collier County, Florida Public Records and all amendments thereto. The original recorded legal descriptions, plot plan, survey, floor plans and surveyor's certificate as set forth in the Declaration of Condominium and amendments remain in full force and effect.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. This Amended and Restated Declaration of Condominium is made by THE ABBEY MANAGEMENT ASSOCIATION, INC., a Florida corporation not for profit, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. The land which was submitted to condominium ownership by the original Declaration is legally described in exhibits to the original Declaration of Condominium recorded in O.R. Book 1280, Page 1401, et. seq., Collier County, Florida Public Records, and amendments thereto including those recorded in O.R. Book 1282, Page 1401, et. seq., OR Book 1332, Page 414, et. seq., OR Book 1368, Page 2367, et. seq., OR Book 1400, Page 2246, et. seq., OR Book 1428, Page 56, et. seq., and OR Book 1479, Page 1596, et. seq., which exhibits are hereby incorporated by reference.

2. NAME: The name by which this Condominium is identified is THE ABBEY AT BERKSHIRE VILLAGE, a Condominium.

2.1 Declaration Binding. Unless this Declaration is terminated pursuant to the Florida Condominium Act or as provided herein, the covenants and restrictions contained in this Declaration perpetually run with the land and are binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit or any interest in the condominium property, or the lease, occupancy, or use of any portion of the condominium property constitutes an acceptance and ratification of all provisions of this Declaration, as it may be amended from time to time, and an agreement to be bound by its terms.

2.2 Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

3. DEFINITIONS: The terms used in this Declaration and its exhibits, the Articles of Incorporation, the Bylaws and the Rules and Regulations of THE ABBEY AT BERKSHIRE VILLAGE, a Condominium, have the meanings stated herein and in Chapter 718, Florida Statutes, unless the context or document otherwise requires. The use of any gender is deemed to include all genders, the use of the plural includes singular, and the singular includes plural. All references to recordation of documents, instruments, drawings, plats and other similar materials shall, unless otherwise specifically stated, refer to recordation among the Public Records of Collier County, Florida.

3.1 "Assessment" means the share of the funds required for the payment of common expenses, which from time to time are assessed against the owner of a unit.

3.2 "Association" means THE ABBEY MANAGEMENT ASSOCIATION, INC., a Florida corporation not for profit, which is the entity responsible for the operation of the Condominium.

3.3 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association, and is the same body referred to in the Florida Condominium Act as the "Board of Administration".

3.4 "Bylaws" means the Bylaws of the Association existing from time to time.

3.5 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium, including expenses specified in section 718, Florida Statutes.

3.6 "Common Elements" means the portions of the condominium property not included in the units and is further defined below in Section 6.

3.7 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of units that may be owned by one or more persons with appurtenant to each unit an undivided share in the common elements.

3.8 "Condominium Documents" means and includes this Declaration and all recorded exhibits thereto as amended from time to time.

3.9 "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

3.10 "Family" means the owner or primary occupant of a unit, that person's spouse if any, and their children living with them, (if any), or not more than two persons not so related, who regularly reside together as a single housekeeping unit. A family may consist of one natural person or two or more natural persons at least two of whom are related by blood, marriage, or adoption regularly residing as a single housekeeping unit.

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

3.12 "Guest" means any person who is physically present in or occupies a unit on a temporary basis without a requirement to contribute money, perform any services or provide any other consideration to the owner or lessee in connection with such occupancy. A permanent occupant of the unit shall not be considered a guest. Furthermore, a unit owner shall never be considered a guest in the unit he owns, unless the owner is visiting a lessee in the unit.

3.13 "Institutional Mortgagee" means the holder of a mortgage against a condominium parcel which holder is a bank, savings and loan association, mortgage banker, real estate or mortgage investment trust, pension or profit sharing trust, any agency of the United States of America or the holder of a first mortgage against a condominium parcel which mortgage is guaranteed or insured by any agency of the United States of America or by any other public or private corporation engaged in the business of guaranteeing or insuring first mortgage loans, and their successors and assigns.

3.14 "Lease" means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

3.15 "Limited Common Elements" means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, as specified in the Declaration of Condominium.

3.16 "Occupant" or "Occupy" when used in connection with a unit, means any person who is physically present in a unit on two or more consecutive days, including staying overnight.

3.17 "Owner" has the same meaning as the term "unit owner" as defined in the Condominium Act, except that for purposes of interpreting use and occupancy restrictions related to units, in cases where a primary occupant has been designated for a unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner.

3.18 "Primary Institutional Mortgagee" means that institutional mortgagee which, at any given time, holds first mortgages on more units in the condominium than any other institutional mortgagee.

3.19 “Primary Occupant” means the one natural person approved for occupancy when title to the unit is held in the name of a trust, corporation or other entity or one or two persons approved for occupancy.

3.20 “Reasonable Attorneys’ Fees” means and includes reasonable fees and costs for the services of attorneys at law whether judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then all review of the same by appeal or otherwise.

3.21 “Rules and Regulations” means the rules and regulations promulgated by the Board of Directors, as they may exist from time to time, concerning the use of the common elements.

3.22 “Unit” means the part of the condominium property which is subject to exclusive ownership as specified in the Declaration of Condominium

3.23 “Voting Interest” means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are one hundred seventy-two (172) units, so the total number of voting interests is one hundred seventy-two (172) votes.

4. DESCRIPTION OF IMPROVEMENTS, SURVEY AND PLANS:

4.1 Survey and Plot Plans. The site plan consisting of a plot plan with floor plans, which graphically describes the improvements in which units are located, including their identification numbers, locations and approximate dimensions, a survey of the land, and the legal description of a unit consists of the identifying number of such unit. Exhibits to the original Declaration or Amended and Restated Declaration are the survey and plot plans which were previously recorded and remain in full force and effect.

4.2 Unit Boundaries. Each unit includes that part of the building that lies within the following boundaries.

(A). Upper and Lower Boundaries. The upper and lower boundaries of the unit are the following boundaries extended to their planar intersections with the perimetrical boundaries.

(1) Upper Boundaries. The upper boundary is the horizontal plane of the unfinished lower surface of the ceiling.

(2) Lower Boundaries. Lower boundaries consist of the horizontal plane of the unfinished upper surface of the undecorated floor of the unit.

(B) Perimetrical Boundaries. The perimetrical boundaries of the unit are the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the unit, extended to their intersections with each other and with the upper and lower boundaries. Units shall also include individual unit heating, air conditioning and hot water equipment.

(C) Apertures. Where there are apertures in any boundary, including but not limited to windows or doors, such boundaries extend to the interior or unfinished surfaces of such apertures, and all frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware are not included in the unit, but are deemed Limited Common Elements appurtenant to the unit.

(D) Exclusions. A unit does not include spaces and improvements lying within the undecorated or unfinished inner surfaces or interior bearing walls or partitions and does not include pipes, ducts, vents, wires, conduits and other facilities, equipment, fixtures or utilities or for heating or cooling running through any interior wall or partition for furnishing of utility services to other units or to the common elements.

In cases not specifically covered in this section, or in any case of conflict or ambiguity, the exhibits previously recorded control in determining the boundaries of a unit except the provisions of section 4.2 (C) control over such exhibits. Nothing herein shall be construed as changing the boundaries of the unit from those in the original Declaration.

(E) Utility Services, Internal: The improvements, devices, installations, appliances and facilities, whether located within or without the boundaries of a unit, furnishing utility services only to such unit shall be deemed a part of the unit from the point of disconnection or detachment from the improvements, devices, installations, appliances or facilities that are external to the unit. The points of such disconnection or detachment for such utility services are as follows:

- (1) Water: The point or points at which water lines break the plane of a unit boundary.
- (2) Sewer: The point or points at which sewer lines break the planes of a unit boundary.
- (3) Electric Power: The point at which the electrical service enters the service panel providing service to a particular unit.
- (4) Telephone and Cable Television: The point at which such lines break the plane of a unit boundary.
- (5) Drainage: All drainage facilities shall be external and common elements except drainage services installed by or on behalf of the unit owner for the exclusive benefit of his unit.
- (6) Other: Other utility services shall be deemed internal to the point within a unit boundary at which the particular improvement, device, appliance, installation or facility serves only the unit in which it is located.

5. CONDOMINIUM PARCELS; APPURTENANCES AND USE:

5.1 Shares of Ownership. Each Unit and Unit Owner shall also own an undivided share in the common elements and the common surplus in percentage equal to the undivided shares in the common elements from time to time existing. As of the drafting of this Restatement, there are one hundred seventy-two units, so the owner of each unit shall also own a one-one hundred seventy-second ($1/172^{\text{nd}}$) undivided share in the common elements and the common surplus.

5.2 Appurtenances to Each Unit. The owner of each unit shall have certain rights and own a certain interest in the condominium property including without limitation the following.

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

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association.

(C) The exclusive right to use the limited common elements and limited common areas reserved for the unit, and the right to use the common elements and common areas.

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

(E) Other appurtenances as may be provided in this Declaration and its exhibits. Each unit and its appurtenances constitute a condominium parcel.

5.3 Use and Possession. A unit owner is entitled to exclusive use and possession of their unit. A unit owner is entitled to use the common elements in accordance with the purposes for which they are intended, but no use may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the units, common elements and limited common elements is governed by the condominium documents and by the rules and regulations adopted by the Association through its Board of Directors, in the manner set forth in the Bylaws.

6. COMMON ELEMENTS; EASEMENTS:

6.1 Definition. The term common elements means all portions of the condominium property not included within the units, and includes within its meaning the following.

(A) Land. The land upon which the improvements are located is a common element.

(B) Building. All portions of the buildings and other improvements not included within the units are common elements.

(C) Easements. Easements through units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other units and the common elements; and an easement of support in every portion of a unit which contributes to the support of a building are common elements.

(D) Supply of Services. The property and installments required for furnishing utilities and other services to more than one unit or to the common elements are common elements.

(E) Other Common Elements. Any other parts of the condominium property designated as common elements in this Declaration or any recorded exhibit thereto also constitute common elements.

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

(A) Utilities. The Association, on behalf of all unit owners, has the right to grant such electric, gas, cable television, internet, telephone, water, sewer, or other service easements, or relocate any existing easements or drainage facilities, and to grant access easements or relocate any existing access easements in any portion of the condominium property, as the Board of Directors deems necessary or desirable for the proper operation and maintenance of the condominium, or any portion thereof, or for the general health or welfare of the unit owners. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the reasonable use of the units for their intended purposes. The Association has the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association has the authority to take any other action, on behalf of itself and all unit owners (as such owners' attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

(B) Encroachments. If any unit encroaches upon any of the common elements or upon any other unit for any reason (including perimeter walls, ceilings, floors and gutters) other than by the intentional or negligent act of the unit owner, or if any common element encroaches upon any unit, then an easement exists to the extent of that encroachment for so long as the encroachment exists.

(C) Ingress and Egress. A non-exclusive easement exists in favor of each unit owner and occupant, their respective guests and invitees, for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian

traffic over, through, and across such portions of the common elements as from time to time may be paved and intended for such purposes, and for purposes of ingress and egress to the public ways. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the condominium parcels. Any such lien encumbering such easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

(D) Support. Every portion of a unit contributing to the support of the condominium building or an adjacent unit is burdened with an easement of support for the benefit of all other units and common elements in the building.

(E) Perpetual Non-Exclusive Easement in Common Elements. The common elements are subject to a perpetual non-exclusive easement in favor of all of the owners of units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonable intended and for the enjoyment of said owners.

(F) Right of Entry into Units in Emergencies. In case of an emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager or managing agent, has the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of an emergency, the owner of such unit, if allowed by the Association, shall deposit under the control of the Association a key to such unit.

(G) Air Space. There exists an exclusive easement for the use of the air space occupied by a condominium unit as it exists at any particular time and as the unit may lawfully be altered.

(H) Easement for Air Space of Common Elements. There is an exclusive easement for the use of the area and air space occupied by the heating, air conditioning and hot water equipment and fixtures appurtenant thereof, situated in or on common elements of the condominium but exclusively serving and individually owned by the owner of the unit, as the same exists in and on the land, which exclusive easement is terminated automatically in any air space which is permanently vacated by such equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair or replacement is not to be construed to be a permanent vacation of the air space which it occupies.

6.3 Restraint Upon Separation and Partition. The undivided share in the common elements appurtenant to a unit is part of the unit and passes with the title to the unit, even if separately described. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except with the unit and no legal action for partition of the common elements may be brought. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the units.

7. LIMITED COMMON ELEMENTS:

7.1 Description of Limited Common Elements. Certain common elements have been designated as limited common elements, reserved for the use of a particular unit or units, to the exclusion of other units. The limited common elements and the units to which their use has been designated are as described in this Declaration and as further identified in the recorded survey and plot plan. The following common elements are hereby designated as limited common elements.

(A) Parking Spaces. There have been designated certain parking spaces as limited common elements or limited common areas. The cost of maintenance of all parking spaces shall be a common expense.

(B) Lanai. Any lanais attached to and serving exclusively a unit shall be a limited common element. The unit owner shall be responsible for day-to-day cleaning and care, as well as all painting and maintenance. No lanai may be carpeted, covered or enclosed in any way without the prior written approval of the Board. The maintenance, repair or replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the unit owner.

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

(D) Others. Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 10 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element appurtenant to that unit, even if not specifically described above. This paragraph includes windows, screens, shutters and doors, including all hardware and framings therefore.

7.2 Exclusive Use: Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the unit or units to which it is designated or assigned. The right of exclusive use to each limited common element passes with the unit, even if not separately described, and cannot be separated from it; except that the use rights to a particular parking place may be exchanged between units or transferred to another unit as follows:

(A) The unit owners desiring to exchange such use rights shall submit a written request to the Board of Directors. If the Board approves the exchange, the owners involved shall then execute a certificate of transfer which shall include the recording data identifying this Declaration, and be executed by the Association and the owners with the formalities required for the execution of a deed.

(B) The transfer of use right shall be complete and effective when the certificate is recorded in the Public Records of Collier County, Florida. The costs of preparing and recording the Certificate shall be borne by the unit owners desiring the exchange or transfer.

8. ASSOCIATION: In order to provide for the effective administration of this condominium by the unit owners, the operation and management of the condominium is by THE ABBEY MANAGEMENT ASSOCIATION, INC., a Florida corporation not for profit, which performs its functions pursuant to the following documents.

8.1 Articles of Incorporation. The Articles of Incorporation of the Association attached to the original Declaration of Condominium.

8.2 Bylaws. The Amended and Restated Bylaws of the Association are recorded in the Collier County, Florida Public Records immediately after this Declaration.

8.3 Delegation of Management. The Association may contract for the management and maintenance of the condominium property and authorize a manager to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, and repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its officers, however, retain at all times the powers and duties provided in the Florida Condominium Act, the Articles of Incorporation and Bylaws of the Association.

8.4 Membership. The membership of the Association is comprised of the record fee owners of the condominium units, as further provided in the Bylaws.

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

8.6 Powers and Duties. The powers and duties of the Association include those set forth in the Florida Condominium Act and the condominium documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property. The Association has the power to borrow funds and to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities contiguous to the lands of the condominium, for the use and enjoyment of the unit owners. The acquisition of title to real property by the Association (other than the purchase of units as provided for by the Condominium Act as amended from time to time) shall require the prior approval of at least two-thirds of the voting interests of the Association. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances of the units.

8.7 Fiscal Matters/Official Records. The Association shall maintain its official records according to the requirements of Florida law. The records are open to inspection by unit owners or their authorized representatives at reasonable times. The Board shall have the right to adopt reasonable Rules and Regulations governing the frequency, time, location, notice requirements, and the manner of record inspection and copying (including the cost).

8.8 Purchase of Units. The Association has the power to purchase units in the condominium and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a majority of the Directors and subject to determination whether Association approval is required for a material addition under Sections 718.114 and 718.113 of the Florida Statutes, as may be amended from time to time.

8.9 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners. A copy of the roster is available to a unit owner upon request.

8.10 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association is not liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or by unit owners or other persons.

8.11 Fees for Processing Applications for Approval to Sell or Lease. The Association has the right to charge a preset fee, not to exceed the maximum allowed by Florida law, to cover expenses related to the processing of applications for approval of transfers of ownership or leasing of units in situations where Association approval is specifically required by the condominium documents. No fee may be charged for renewals of leases with the same lessee.

9. ASSESSMENTS AND LIENS. The Association has the power to make and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the condominium and for the operation of the Association. The power of the Association to make and collect assessments includes regular assessments for each unit's share of the common expenses as established by the annual budget, special assessments for non-recurring or unbudgeted common expenses, and special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Association's Bylaws or by law. Such assessments are made and enforced as provided by law and as follows. (Special charges against an individual unit for other than common expenses or necessary repairs by the Association are not collectible through the lien process.)

9.1 Common Expenses. Common expenses include the expenses of the operation, maintenance, repair or replacement of the common elements, the expenses of operating the Association and any other expenses properly incurred by the Association for the condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units is a common expense. If the Board determines that purchasing cable or satellite television programming or internet services in bulk, whether bundled or otherwise, for the entire condominium is in the best interest of the owners, the cost of such cable

or satellite television or internet service is a common expense. Any bulk rate contracts must be for a term of at least two years.

9.2 Share of Common Expenses. Each unit owner is liable for their proportionate share of the common expenses, as set forth in section 5.1, and shares in the common surplus in the same proportion. Such right does not vest or create in any unit owner the right to withdraw or receive distribution of the share of the common surplus, except as otherwise provided.

9.3 Ownership. Assessments collected by the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to the unit.

9.4 Liability for Assessments. The owner of each unit, regardless of how title was acquired, is liable for all assessments due while owning the unit. Multiple owners are jointly and severally liable. Except as provided in Florida Statutes Section 718.116 and Section 9.12 below, whenever title to a unit is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all unpaid assessments against the new owner, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner. Pursuant to Section 718.116(8) of the Florida Statutes, as may be amended, within fifteen days after request by a unit owner purchaser or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the unit have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may impose a reasonable fee in connection with issuing the estoppel letter. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the condominium or the Association other than information or documents required by the Condominium Act to be made available or disclosed. The Association or its authorized agent may impose a reasonable fee to a prospective purchaser, lienholder, or the owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than information required by law provided that such fee shall not exceed the amount allowed by Florida law plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's responses.

9.5 No Waiver. The liability for assessments may not be avoided or abated by waiver, either voluntary or involuntary, of the use or enjoyment of any common elements by abandonment of the unit for which the assessments are made, nor by interruption in the availability of the common elements for any reason.

9.6 Excuse From Payment. No unit owner is excused from payment of their share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as provided below as to first mortgagees.

9.7 Failure to Pay. Assessments and amounts due the Association paid on or before ten (10) days after the date due shall have a late fee of five percent (5%) of the payment or twenty five dollars (\$25.00), whichever is greater. For any sums not paid within fifteen (15)

days of the date due, interest accrues on the assessment from the date originally due at the annual rate of eighteen percent (18%). Assessments and installments thereon become due and the unit owner shall become liable for said assessments or installments on the date set by the Association for payment. All payments on account shall be first allocated to interest, then to late charges, court costs, attorneys' fees, other costs and regular or special assessments as the Board of Directors may determine and finally to delinquent assessments. Assessments shall be deemed paid when received by the Association and no payment by check is deemed received until the check has cleared. If a unit owner is delinquent for more than ninety (90) days in paying a monetary obligation due the Association, the Association may suspend the voting rights of the member and the right of the owner or a unit's occupant, licensee or invitee to use the common elements, the common facilities or any other Association property until the monetary obligation is paid. The Association may also require a tenant in the unit to pay future monetary obligations related to the unit to the Association until the owner is no longer delinquent in payment. The Association cannot suspend the right to use limited common elements intended to be used to access the unit, utility services provided to the unit or parking spaces.

9.8 Acceleration. If any special assessments or quarterly installment as to a unit become more than thirty (30) days past due and a claim of lien is recorded the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment for that fiscal year as if said balance had originally been due on the date the claim of lien was recorded. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law and said claim of lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail return receipt requested to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by the Florida statutes or may be sent separately.

9.9 Liens. The Association has a lien on each condominium parcel for any unpaid assessments, including interest, and for reasonable attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during, or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the condominium parcel, the name of the record owner, the amount due and due dates. The lien is in effect until barred by law. The Claim of Lien includes all assessments coming due until the entry of a foreclosure judgment. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

9.10 Priority of Lien. The Association's lien for unpaid assessments is subordinate and inferior to any recorded institutional mortgage, unless the Association's Claim of Lien was recorded prior to the mortgage. Any lease of a unit is subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

9.11 Foreclosure of Lien. The Association may bring an action in its name to foreclose a lien for unpaid assessments in the manner provided in the Florida Condominium Act, may

recover all rents for a unit up to the amount of any unpaid assessments, interest, costs and attorneys' fees and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

9.12 Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the owner of a unit and the interest of the owner in the unit is sold, the condominium owner's membership shall be cancelled and the membership shall be issued to the purchaser at the foreclosure sale.

9.13 Mortgage Foreclosure. If the mortgagee of a first mortgage of record or its successors or assigns acquire title to a unit as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, that mortgagee or its successors or assigns are liable for the share of unpaid common expenses or assessments pertaining to the unit, or chargeable to the former owner, which were due prior to acquisition of title by the foreclosure, as provided by the Florida statutes (currently the lesser of the expenses and regular assessments that came due during the twelve months immediately preceding the acquisition of title and for which payment in full has not been received by the association or on a percent of the original mortgage debt). Any unpaid share of common expenses or assessments from which such acquirer is exempt from liability becomes a common expense collectible by special assessment from all of the unit owners, including such acquirer and their successors and assigns. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, be excused from the payment of any assessments due during the period of such ownership. Any mortgagee acquiring title to a condominium as a result of foreclosure, or a deed in lieu of foreclosure, shall have all of the rights and obligations as any other unit owner except as otherwise expressly provided herein.

9.14 Certificate of Assessments. Any owner or prospective purchaser has the right to require from the Association a certificate showing the amount of unpaid assessments against the unit. The holder of a mortgage or other lien has the same right as to any unit upon which it has a lien.

10. MAINTENANCE; LIMITATION UPON ALTERATION AND IMPROVEMENT: Responsibility for the maintenance of the condominium property and restrictions on its alteration and improvement is hereafter set forth.

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

- (A) Electrical conduit up to the circuit breaker panel in each unit.
- (B) Rough plumbing located outside the unit.
- (C) Caulking of exterior windows.

(D) All installations located within one unit but serving another unit, or located outside the unit for the furnishing of utilities to more than one unit or the common elements.

(E) The painting of the exterior of the entrance door to each unit.

(F) All exterior building walls.

(G) The railings on balconies, lanais or lanais of units, and the painting of the exterior building surfaces surrounding the balcony, lanai or lanai areas (except the owner is obligated to keep their railings clean).

(H) Fire alarm systems and sprinkler systems, if any.

(I) The Association shall repair or replace any item that is otherwise a unit owner responsibility, when the damage or destruction is caused by a casualty (as opposed to the unit owner's negligence or lack of preventative maintenance) and such casualty is covered by its property and flood insurance policies.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a unit owner without prior Association approval as required elsewhere herein. With respect to incidental damage to any modification, installation, alteration or addition made by owners, the Board of Directors may reimburse an owner for the cost of the owner's insurance deductible (not to exceed \$500), in the reasonable discretion of the Board of Directors.

10.2 Unit Owner Maintenance. Each unit owner is responsible, at the owner's expense, for all maintenance, repairs, and replacements of their unit and certain limited common elements. The owner's responsibilities include, without limitation:

(A) All doors servicing a Unit, including door hardware. No owner may change the color, finish or style or the exterior surface of any door servicing the unit. However, the Association reserves the right to repair, repaint or replace doors and door hardware as a part of a common plan or improvement to the condominium.

(B) Maintenance, repair and replacement of screens, windows, window glass and shutters.

(C) The interior side of the main entrance door to the unit from the common element corridor, and the lock to the main entrance door.

(D) The doorbell, if any.

- (E) Smoke alarms and vent fans.
- (F) All doors affording access to balcony, lanai or lanai areas.
- (G) The electrical, mechanical and plumbing fixtures and outlets (including connections) located partially or entirely within the unit or serving only the unit.
- (H) The circuit breaker panel and all electrical wiring into the unit from the panel.
- (I) Appliances, water heaters and vent fans.
- (J) Carpeting and other floor covering
- (K) Interior doors and all window hardware and locks.
- (L) Shower pans and drains.
- (M) The main water supply shut-off valve for the unit.
- (N) All air conditioning, heating and hot water equipment, thermostats, ducts and installations serving the unit exclusively.
- (O) Other facilities or fixtures located or contained entirely within the unit which serve only the unit.
- (P) All interior partition walls which do not form part of the boundary of the unit.

10.3 Maintenance.

(A) Lanais. Where a limited common element consists of a lanai, the unit owner who has the right to the exclusive use of said balcony shall be responsible for the maintenance, care and preservation of the screens, shutters, and shutter boxes, if any, and the paint and surface of the interior walls, including floor and ceiling, within said area, if any, and any fixed and/or sliding glass door in portions of the entrance way of said area, if any, and the plumbing, wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. All painting shall be subject to regulation by the Board. The Association is responsible for the repair and replacement of all exterior walls of the building and the concrete slabs.

(B) Access. Each unit owner shall allow access to the unit at reasonable times for purposes of Association maintenance.

(C) Decorating. Each unit owner is responsible for all decorating within their unit, including wallpapering, paneling, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(D) Flooring. The installation of hard-surface flooring such as marble, slate, ceramic tile, parquet or hardwood in condominium units is restricted to floors installed over adequate sound absorbent underlayment, in accordance with Association guidelines, of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and an owner must obtain written approval of the Board of Directors, or its manager, prior to making such installation. The Board reserves the right to inspect the installation to assure compliance. If prior written approval is not obtained or the Board is not allowed to assure compliance, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending owner. The foregoing shall not apply to non-conforming flooring installed prior to the effective date of this provision. Owners shall be responsible for the maintenance, repair and replacement of all lanai coverings.

(E) Alteration to Units and Limited Common Elements by Unit Owners. No owner shall make or cause the making of any structural modifications or alterations to their unit or its appurtenant limited common elements without first obtaining the written consent of the Association, which consent shall be denied if the Board of Directors determines that the proposed modifications or alterations might adversely affect, or in any manner be detrimental to, the condominium in part or whole. The addition, material expansion or relocation of kitchens or bathrooms requires specific Board approval. If any unit owner requests approval of an alteration or modification involving the removal of any interior partition wall, the Association may permit such removal if the removal would not materially affect or interfere with support or the utility common elements, if any, located therein. No owner shall cause any of the limited common elements appurtenant to their unit to be enclosed or cause any changes to be made outside of the unit, including painting or other decoration, or install any electrical wiring, television antennas, appliances or air conditioning units which may protrude through the walls of the condominium or in any manner change the exterior appearance of any portion of the condominium without the prior written consent of the Board of Directors. Any glass, screen, curtain, blind, shutter, or awning which may be installed on any porch or balcony is subject to regulation by the Board of Directors. Any screening added to the limited common element entry of a unit must be approved by the Board of Directors so that there is a uniform exterior appearance. The Board of Directors shall also have the authority, as a condition to issuing approval, to require that an owner post a security deposit to protect against damage to the common elements that may occur as a result of installation of work to be performed in a unit and to pay an impact fee for excessive wear or for damages to the common areas as a result of the construction.

(F) Exterior Appearance. The covering and appearance of windows and doors, whether by shutters, awnings, draperies, shades or other items visible from the exterior of the unit, is subject to the Rules and Regulations of the Association. The Board in accordance with Florida Statutes Section 718.113(5), as may be amended, shall maintain hurricane shutter specifications, which include color, style and other factors deemed relevant by the Board. Any owner desiring to add new hurricane shutters or change existing hurricane shutters or parts thereof, must comply strictly with the current hurricane shutter specifications and the related engineering drawings adopted by the Board; and, there shall be absolutely no deviation from the color, material or appearance of the hurricane shutters on the building. An owner may display one portable, removable United States flag in a respectful way.

(G) Alterations. A unit owner shall not make any alterations to their unit which would add to or remove any portion of the common elements nor do anything which would adversely affect the safety or soundness of any portion of the condominium property.

(H) Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that any contractors used are properly licensed and fully insured, and that the unit owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

10.4 Common Elements. The protection, maintenance, repair, insurance and replacement of the common elements and Association property is the responsibility of the Association and is a common expense. No material alteration of, or substantial additions to the common elements or real property owned by the Association without prior approval by the owners of at least 75 percent of the voting interests in the Association. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

10.5 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit as required, the Association has the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the unit, with or without notice to or consent of the unit owner, and may repair, replace, or maintain any item or condition which within the reasonable judgment of the Board constitutes a health or safety hazard to other condominium property or residents. Any expenses so incurred by the Association shall be charged to and recovered from the unit owner, together with reasonable attorneys' fees and other expenses of enforcement, which expenses shall be secured by a lien against the unit and may be foreclosed in the same manner as common expenses.

10.6 Negligence; Damage Caused by Condition in Unit. Each unit owner is liable for the expenses of any maintenance, repair or replacement to another unit, common element, or Association property made necessary by their negligence or by that of any member of their family or their guests, employees, agents, or lessees, but unless the negligence is of such character as to evidence gross recklessness or willful or wanton disregard for life or property, the unit owner is liable only to the extent that such expense is not covered by the proceeds of insurance carried by the Association, without compromise of the subrogation rights of the insurer. Each owner has a duty to maintain his unit, any limited common element appurtenant to the unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction existing within a unit, caused by the owner's negligence, causes damage or danger to the common elements or to other units, the owner of the offending unit is liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance. If one or more of the damaged units is not occupied at the time the damage is discovered, the Association may enter the unit

without prior notice to the owner and take reasonable actions to prevent the spread of the damage. The Association may, but is not obligated to, also repair the damage. The owner shall be required to repair or promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association; or any condition in their unit that may necessitate the need for Association repairs, regardless of whether the condition in the unit is of the type that must be remedied by the owner. The failure to promptly repair or report to the Association, as applicable, shall operate as a waiver of any claims the owner might otherwise have against the Association.

10.7 Common Areas. Common hallways, stairways and other common areas shall not be obstructed, littered, defaced or misused in any manner. No signs are permitted unless first approved in writing by the Board of Directors. Balconies, walkways and stairways shall be used only for the purposes intended, and they shall not be used for outdoor cooking, hanging garments or other objects, for cleaning of rugs or other household items or other personal property. The alteration or decoration of the area adjacent to the main entrance door of each unit is subject to the rules and regulations issued by the Board of Directors.

10.8 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventative maintenance of safety equipment as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a key to all units. No unit owner shall alter any lock, nor install a new lock which prevents access when the unit is unoccupied. If allowed by the Association, each unit owner shall deposit under the control of the Association a key to their unit. If the Association does not have a key to access the unit, the owner shall pay all costs incurred by the Association in gaining entrance to their unit, and also shall be responsible for any damage done to their unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to their unit caused by the unavailability of a key.

10.9 Board Approval of Alterations or Construction. In all cases in which the Board must approve construction in or alterations to a unit or the common elements requested by an owner, the owner shall provide the Board with not less than thirty (30) days written notice of the owner's intention, together with plans and specifications indicating the proposed construction. The Board shall indicate its approval or disapproval of the proposed construction in writing within thirty (30) days of receipt of the notice and all required plans. All owners are subject to reasonable rules adopted by the Board relating to construction in or alterations to a unit or the common elements requested or made by an owner.

11. USE RESTRICTIONS: The use of the units shall be in accordance with the following provisions.

11.1 Units. Each unit shall be occupied by only one family at a time and not more than two persons per bedroom on a permanent basis. Each unit shall be used as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in the unit or from handling their personal, business or professional telephone calls or written correspondence in and from their unit. Such uses are expressly declared customarily incident to residential use.

11.2 Guest Occupancy in Absence of Owner. If the owner and the owner's family who permanently reside with the owner are absent from the unit and are not occupying it, and the unit has not been leased, the owner may permit the unit to be occupied by guests. The Association must receive written notification at least three (3) days prior to the guests occupying the unit in absence of the owner and the owner must provide the names and address of the proposed guest(s), dates of occupancy of the guest, and such other information as the Board may reasonably require. Such guests are not allowed for a period of more than sixty (60) consecutive days nor more than sixty (60) days total in any twelve-month period, without the prior written approval of the Board of Directors.

11.3 Exceptions. Upon prior written application by the owner to the Board of Directors or an oral request to the President, the Board of Directors or the President shall have the authority to grant limited exceptions to the limitations contained in this paragraph regarding guest occupancy provisions in order to avoid undue hardship under special circumstances. The granting of one exception shall not constitute a precedent for the granting of other exceptions.

11.4 Occupancy When Owner is Present. There is no restriction on the frequency of guests, whether related or unrelated to the owner, who may occupy the unit in the presence of the owner with the exception of any government regulations governing occupancy.

11.5 Minors. All occupants under the age of eighteen (18) shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

11.6 Pets. Animals may not be kept for commercial purposes. While pets may be kept in condominium units by unit owners, all pets must be leashed or physically carried when outside of units. Tenants leasing condominium units are not permitted to have pets. Pets shall not be allowed in any portion of the common elements except for purposes of going to and from a unit, but in no event shall a pet be allowed in the pool, deck area, or center condominium area that surrounds the pool deck area, or any other recreational facility. Any pet which a majority of the Board in its sole discretion determines is creating a nuisance shall be permanently removed from the condominium if, after written notice, the owner of the pet does not abate the nuisance. An owner with a disability who has a service animal, as defined in the Florida statutes, has the right to be accompanied by such animal in all common areas. Service animals must be leashed at all times while on the condominium property outside of the unit. An owner of a pet or service animal shall clean up any waste of his or her animal from the common elements or anywhere on the condominium property. The Board is empowered to order and enforce the removal of any

animal which becomes a source of unreasonable annoyance to other residents of the condominium.

11.7 Nuisance. No member shall use or permit a unit to be used in any manner which would be annoying, unreasonably disturbing, detrimental or interferes with peaceful possession, or is a nuisance to the occupant of another unit or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage is allowed to accumulate, nor is any fire hazard allowed to exist. If there is a violation of this section, the Association may take corrective action and charge the owners the expense of the correction or remediation. Common hallways, stairways and other common elements may not be obstructed, littered, defaced or misused in any manner. Lanais, hallways, walkways and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

11.8 Signs or Display. Except as permitted by the Board with respect to posting of notices, thank you notes, etc. on the bulletin board, no unit owner may post or display For Rent, For Sale, Open House or other similar signs anywhere within the condominium or on the condominium property. Nothing shall be hung, displayed or placed on the exterior of a unit without the written consent of the Board. Antennas and satellite dishes are prohibited.

11.9 Parking; Trucks, Motor Vehicles and Commercial Vehicles. No motor vehicle shall be parked on the condominium property except in such areas intended for that purpose. A maximum of two vehicles per unit are permitted to be parked in the community on a regular basis. No truck of any kind or description including a pick-up truck, commercial vehicle, all-terrain vehicle ("ATV"), dune buggy, stock car, motorcycle, motor scooter (except a "motorized disability access vehicle" as defined in Section 320.01(34), Florida Statutes), motorized bicycle or moped, golf cart, go-cart, camper, motor home or other recreational vehicle, boat or similar equipment or vehicle which is not in operable condition or validly licensed or which has been modified for off-road or racing purposes shall be permitted to remain upon any portion of the Condominium Property, except that, delivery trucks, service vehicles and other commercial vehicles being used in the furnishings of services to the Association or the unit owners shall be permitted during normal business hours or in the case of an emergency, and vehicles otherwise prohibited herein which belong to or are being used by owners for loading and unloading purposes only may be parked on the Condominium Property but only for the period time reasonably necessary to accomplish the loading and/or unloading. In no event shall a prohibited vehicle be parked and kept on the common property overnight. The term commercial vehicle is defined as vehicles with lettering or advertising, vehicles registered as a commercial vehicle, or vehicles with extensions, ladders or attachments intended for commercial use. The term commercial vehicle shall not be deemed to include law enforcement vehicles or sport utility vehicles (SUV's). Private passenger vans are permitted. Furthermore, Jeeps are permitted provided they do not have lift kits, mud tires and are fully enclosed by doors and tops. Any

vehicle, by whatever name designated, which does not have rear seats or windows or which has been converted partially or completely from a passenger-carrying vehicle to a vehicle for transporting goods or articles by the removal of a seat or seats or by the addition of a rack, crate or other holder or which is used to transport work materials shall be considered a "truck" regardless of whether the vehicle has commercial advertising on its exterior, the parking of which is restricted herein. No vehicle shall be parked in violation of applicable zoning ordinances. Parking violations are subject to fine and a non-conforming vehicle may be towed at the owner's expense in accordance with applicable law. All fines so assessed shall be special assessments. No regulation adopted by the Association restricting the length and/or weight of a vehicle may be applied retroactively to a vehicle not previously prohibited which is owned or under firm commitment to purchase by a unit owner at the time such regulation is adopted.

12. TRANSFER OF OWNERSHIP OF UNITS: In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit by an owner is subject to the following provisions.

12.1 Forms of Ownership.

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

(B) Co-ownership. Co-ownership of units may be permitted. If the co-owners are to be other than spouses, or two (2) persons who reside together as a single housekeeping unit, the Board shall condition its approval upon the designation by the proposed new owners of not more than two (2) approved persons as "primary occupants". The intent of this provision is to allow co-ownership, but not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The use of the unit by other persons shall be as if the primary occupants were the only actual owners. Any change in the primary occupant is treated as a transfer of ownership subject to all the provisions of this section 12. No more than one such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person if approved in the manner provided for other transfers of title. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as a short-term transient accommodation for several individuals or families. The approval of a trustee, or corporation or other entity as a unit owner is conditioned upon designation of not more than two (2) natural persons or spouses to be the "primary occupants," and the use of the unit by other persons is as if the primary occupants were the only actual owners. Any change in the primary occupant is treated as a transfer of ownership subject to all the provisions of this Section 12. No more than one such change will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant(s). The owner of each unit which is owned in one of the forms of ownership stated in preceding subsections 12.1(B) and (C) is required to designate at least one (1) but no more than two (2) primary occupants in writing to the

Association. If any unit owner fails to do so, the Board of Directors may make the designation for the owner, and shall notify the owner in writing of its action. Notwithstanding any other provision of the Declaration, if a unit is owned by one natural person, or by spouses, the owner(s) may designate one approved natural person as primary occupant to occupy the unit in lieu of the owner(s). Any change in the primary occupant is treated as a transfer of ownership subject to all the provisions of this Section 12. No more than one such change will be approved in any twelve (12) month period.

(E) Life Estate. A unit may be subject to a life estate, either by operation of law or by an approved voluntary conveyance. In that event, the life tenant is deemed the only member or owner of such unit and shall be liable for all assessments and charges against the unit. Upon termination of the life estate, the holders of the remainder interest shall be separately approved by the Association.

12.2 Transfers.

(A) Sale or Gift. No unit owner may dispose of a unit or any interest therein by sale or gift (including agreement for deed) except to a family member or related person without the prior written approval of the Board of Directors of the Association. Before approval, the Board may require that the unit owner provide the name and address of the prospective owner and any such other information as the Association may reasonably require, including a background check. In addition, the Board may require that each prospective owner attend an in-person conference held at the condominium, unless otherwise agreed by the Board, at a time to be agreed upon by the Board and new unit owner whereby a member of the Board interviews the prospective owner and determines that each new unit owner has received a copy of the Association's Declaration, Bylaws, Rules and Regulations, and other building requirements and restrictions.

(B) Devise or Inheritance. If any unit owner acquires their title by devise or inheritance, the transfer is subject to the approval of the Board of Directors of the Association. The unit owner obtaining title shall give the Association notice of the acquisition, together with such other information concerning the unit owner and the acquisition as the Association may reasonably require. The approval of the Association may not be denied to any devisee or heir who was the previous owner's lawful spouse or related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, the continuance of ownership of the unit is subject to the approval of the Board of Directors of the Association under the procedure outlined in 12.3 below.

(D) Committee Approval. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three members. The Chairman of the committee is empowered to execute Certificates of Approval on behalf of the Association.

12.3 Procedures.

(A) Notices to the Association.

1. Sale or Gift. An owner intending to make a sale or gift of their unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the date of the proposed transfer, together with the name and address of the proposed purchaser or donee, a copy of the executed purchase agreement, and such other information as the Board may reasonably require. The Board may require a reasonable application fee which may not exceed the amount allowed by Florida law, and the personal appearance of any purchaser or donee and their spouse, if any, as a condition for approval. The seller shall give the buyer a governance form provided by the Florida Division of Condominiums.

2. Devise, Inheritance, or Other Transfers. The transferee must notify the Board of their ownership and submit to the Board a certified copy of the instrument evidencing the ownership and such other information as the Board may reasonably require. The transferee has no occupancy right unless approved by the Board, but may sell or lease the unit following the procedures provided in this section and in section 13.

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

4. Failure to Give Notice. If no notice is given, the Board at its option may approve or disapprove the transfer without prior notice. If it disapproves, the Board shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(B) Board Action. The Board may run a background and credit check for each applicant within twenty (20) days of receipt after the required notice and all information or appearances requested, whichever occurs later, and the Board shall then approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in the certificate of approval executed by the President, Vice-President or Chairman of the Committee for approvals of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves the transfer within twenty (20) days of receiving all requests and having an interview, such failure to act is deemed the equivalent of approval, and on demand the Board shall issue a certificate of approval to the transferee. To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of not less than three owners, or may delegate to the President, Vice President or Treasurer, any of whom may be deemed a Vice President for purposes of executing a Certificate of Approval.

(C) Disapproval.

1. Procedure. A proposed transfer or transferee may be disapproved only if a majority of the entire Board so votes, after receiving a written opinion of legal counsel that such disapproval is for good cause.

2. Disapproval. A Board may disapprove an applicant who has previously committed significant violations of Association rules while a tenant or as a guest in or owner of an Association unit, or an applicant who does not intend to comply with Association requirements, or an applicant who has a felony record or bad credit history which the Board concludes will present future problems to the Association. If the Board for any other reason disapproves a prospective purchaser who has signed a written contract to purchase a unit, then within sixty (60) days after giving notice of such disapproval to the owner, the Board shall submit an offer by an approved purchaser to buy the unit on the same terms and conditions that are in the purchase agreement, unless the selling price is reasonably questioned as being bona fide, in which event the price to be offered shall be determined by taking the average price established by two qualified real estate appraisers familiar with the current condominium prices in Collier County, one appraiser to be selected by the selling owner and the other selected by the Board. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer of the unit shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten (10) days after the price is determined as provided above, whichever occurs later. If the Board fails to submit an offer to purchase by an approved purchaser within sixty (60) days after giving notice of disapproval to the owner, then the purchaser is deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

12.4 Exception. The provisions of Sections 12.2 and 12.3 are not applicable to the acquisition of title by an institutional mortgagee or other approved mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

12.5 Unapproved Transfers. Any transfer which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

12.6 Fees and Deposits Related to Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the owner a reasonable application processing fee, which is not to exceed the amount allowed by Florida law.

13. LEASING OF UNITS: All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with the following. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc.

13.1 Procedures.

(A) Notice. An owner intending to make a lease of their unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the

proposed transaction, together with the name and address of the proposed lessee, a copy of the proposed lease, including rent amount and time period of lease, and such other information as the Board may reasonably require. The applicant must sign for having received a copy of the condominium documents and rules and regulations. The Board may also require the personal appearance of any lessee and their spouse, if applicable, and a credit and background check as a condition of approval.

(B) Approval. After the required notice and all information or appearances requested have been provided, the Board shall approve or disapprove the proposed lease within ten (10) days. If the Board neither approves nor disapproves a lease within the time stated above, such failure to act is deemed the equivalent of approval, and on demand the Board shall issue a certificate of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease is nullified and shall not be made. The Board has the power to evict on five (5) days notice if the lessee under a disapproved lease occupies the premises. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. The unit owner is delinquent in the payment of assessments at the time the application is considered;
2. The unit owner has a history of leasing his unit to troublesome lessees and/or refusing to control and accept responsibility for the occupancy of his unit;
3. The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
4. The prospective lessee has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
5. The prospective lessee has a history of conduct which evidences disregard for the rights or property of others;
6. The lessee has during previous occupancy, evidenced an attitude of disregard for Association rules; or
7. The prospective lessee gives false or incomplete information to the Association as part of the application procedure or the required transfer fees or security deposit are not paid.
8. The Owner fails to give proper notice of his intention to lease the unit to the Board of Directors.

(D) Failure to Give Notice. If proper notice to the Board is not given, the Board of Directors may approve or disapprove the lease without prior notice. If it disapproves, the Board shall proceed as if it received notice on the date of such disapproval; however, the proposed

lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.

(E) Applications; Fees. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may, from time to time, provide or require. The legal responsibility for paying condominium assessments may not be delegated to the lessee except as outlined in Section 13.6. The Board may require a reasonable application fee not to exceed the amount allowed by Florida law, but may not charge a fee for approval of a renewal or extension of a lease with the same lessee.

(F) Security Deposit. The Association may require that a prospective lessee place a security deposit, in an amount not to exceed one month's rent, into an escrow account maintained by the Association to protect against damages to the common elements or Association property. Payment of interest, claims against the deposit, refunds, and disputes shall be governed by part II of chapter 83 of the Florida Statutes.

(G) Committee. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three members of the Association.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more than three times in any calendar year. No lease may be for a period of less than thirty consecutive days and shall not be for more than twelve consecutive months. No lease shall provide for the option to extend or renew the lease for any additional period. No subleasing or assignment of a lease is allowed. The Board may, in its discretion, approve the same lease from year to year or make exceptions to this paragraph, upon written request of the leased unit's owner, only to avoid undue hardship and inequity. The making of one exception shall not be construed as precedent for the granting of others.

13.3 Occupancy During Lease Term. No one but the lessee, their family members within the first degree of relationship by blood, adoption or marriage, and their spouses may occupy the unit except that guests may occupy the unit when the lessee is in residence for no more than seven days in any calendar month, and such guests must be registered with the manager. Occupancy is limited to two persons per bedroom. The Board of Directors shall have the authority to grant exceptions to the foregoing limitations on guest occupancy in order to avoid undue hardship under special circumstances. The granting of one exception does not constitute a precedent for the granting of other exceptions. During the lease, the tenant shall have all use rights in the Association property and common elements available for use generally by owners, and the unit owner shall have no such rights except as a guest, unless such rights are waived in writing by the tenant.

13.4 Occupancy in Absence of Lessee. If a lessee is absent from the unit for any period of time during the lease term, his family already in residence may continue to occupy the unit and may have house guests subject to the restrictions in 13.3 above. If the lessee and all of

the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.5 Regulation by Association. All of the provisions of the condominium documents and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against an owner, and each occupant shall abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent, with the authority to terminate any lease or other occupancy agreement in the event of violation by a tenant of such covenant, and these requirements are deemed to be included in every occupancy agreement, whether oral or written and even if not specifically expressed in such agreement.

13.6 Right of Association for Owner's Non-Payment of Assessments. If an owner who has leased their unit becomes delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay their rent toward the future monetary obligations related to the Association and the tenant must make such payment. The demand is continuing in nature, and upon demand, the tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the unit. The Association must mail written notice to the unit owner of the Association's demand that the tenant make payments to the Association. The Association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an association is immune from any claim concerning such payments made by the unit owner. If the tenant prepaid rent to the unit owner before receiving the demand from the Association and provides written evidence of paying the rent to the Association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments requested by the Association to be credited against the monetary obligations of the unit owner to the Association. The tenant is not liable for increases in the amount of the regular monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date on which the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenants' landlord. The tenant's landlord shall provide the tenant a credit against rents due to the unit owner in the amount of monies paid to the Association under this section. The Association may issue notices under Florida Statutes section 83.56 and may sue for eviction under Florida Statutes sections 83.59-83.625 as if the Association were a landlord if the tenant fails to pay a required payment. However, the Association is not otherwise considered a landlord under Florida Statutes chapter 83 and specifically has no duties under Florida Statutes section 83.51. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a unit owner to vote in any election or to examine the books and records of the association.

14. INSURANCE: In order to adequately protect the Association and the common elements, insurance shall be carried and kept in force at all times in accordance with the following provisions.

14.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry under Florida Statutes

Section 718.111(11) and obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association or, in the discretion of the Board, an insurance trustee, individually and as agent for the Association and for the unit owners without naming them, and their mortgagees.

14.2 Required Coverage. The Association shall maintain property and liability insurance covering all the building, condominium property, including common elements, and including fixtures, and installations as determined annually by the Board of Directors. The unit owner is responsible for insuring floor, wall or ceiling coverings if such insurance is desired. The Association shall at least every 36 months have an appraisal made of replacement costs to determine the required amount of insurance. The Board shall maintain the following coverages.

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(B) Flood Insurance. The building in an amount determined by the Board of Directors from time to time as underwritten and insured by the federal, state or local government.

(C) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(D) Compensation. The Association shall maintain Worker's Compensation Insurance as required by law on at least a minimum premium basis.

(E) Statutory Fidelity Bond. Statutory dishonesty bond for persons having access to Association funds.

(F) Directors and Officers Liability Insurance. The Association shall obtain and maintain adequate directors and officers liability insurance using the broad form of policy coverage for all directors and officers and, if available, for committee members of the Association.

14.3 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and unit owners.

14.4 Deductible. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

14.5 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by unit owners upon request.

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

14.7 Insurance Proceeds. All insurance policies purchased by the Association are for the benefit of the Association, the unit owners and their mortgagees as their interests may appear, and all proceeds are payable to the Association. The duty of the Association is to receive such proceeds as are paid and hold the same in trust for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares.

(A) Common Elements. Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as their share in the common elements.

(B) Units. Proceeds for damage to units are held in the following undivided shares:

1. Partial Destruction, When the Buildings are to be Restored. Insurance proceeds are held for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner less any deductible.

2. Total Destruction of the Buildings or When the Buildings are not to be Restored. Insurance proceeds are held for the owners of all units in the buildings, each owner's share being in proportion to their share in the common elements appurtenant to their unit.

3. Mortgagee. If a mortgagee endorsement has been issued for a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage which it may hold against units except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

14.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner.

(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to a unit owner and their mortgagees being payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

(B) Failure to Reconstruct or Repair. If the damages for which the proceeds are paid are not reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgages being payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

14.9 Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property.

14.10 Insurance by the Unit Owner. Each unit owner is responsible for insuring their own unit, and the personal property therein including all floor, wall and ceiling coverings; all built-in-cabinets, appliances, water heaters, air conditioning and heating equipment and electrical fixtures that are located within the unit and required to be repaired or replaced by the owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or their predecessors in title. Each unit owner is expected to carry homeowner's insurance with endorsements for leakage, seepage and wind driven rain, additions and alterations and loss of assessment protection, or recognize that they bear financial responsibility for any damage to their property or liability to others that would otherwise be covered by such insurance.

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

15.1 Damage to Units Only, Not Common Element. Where loss or damage occurs within a single unit or units, without damage to the common elements, the insurance proceeds, less the deductible, are distributed to the owner(s) of the damaged units, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees. An owner shall be responsible for payment of the cost of reconstruction of portions of their unit for which the Association is not legally responsible and for reconstruction and repair of their unit, except any portion (such as drywall when applicable) for which the Association may be responsible.

15.2 Damage to Common Elements - Less than "Very Substantial". Where loss or damage occurs to the common elements, or to any unit or units and the common elements, but the loss is less than "very substantial", as hereafter defined, it is mandatory for the Association and the unit owners to repair, restore, and rebuild the damage caused by the loss, and the following procedures apply.

(A) Estimates. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(B) Contract. The insurance proceeds shall be paid to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(C) Insufficient Insurance. If the net proceeds of insurance are insufficient to pay for the cost of repair and reconstruction of the common elements, upon determination of the

deficiency the Association shall promptly levy a special assessment against all unit owners in proportion to their shares in the common elements. Such special assessments need not be approved by the unit owners. The special assessments shall be delivered to the Association and added by the trustee to the proceeds available for repair and restoration of the property.

15.3 “Very Substantial” Damage. As used in this Declaration, the term, “very substantial” damage means loss or damage whereby one-half (1/2) or more of the total units are rendered uninhabitable and cannot reasonably be rendered habitable within sixty (60) days. Should such “very substantial” damage occur, then:

(A) Emergency. The Board of Directors or any officer is authorized regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under the emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the condominium property or association property as might be reasonable under the circumstances to protect the condominium property or association property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

(B) Estimates. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration thereof.

(C) Membership Decision. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty, to determine the decision of the membership with reference to rebuilding or abandonment of the condominium project, subject to the following:

1. Insurance Sufficient. If the net insurance proceeds available for restoration and repair are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored or repaired unless the owners of three-fourths of the units vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general types of units, in which case the condominium shall be terminated.

2. Insurance Not Sufficient. If the net insurance proceeds available for restoration and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless three-fourths of the owners vote in favor of such special assessment and against termination of the condominium, it shall be terminated and the property removed from the provisions of the Florida Condominium Act. If three-fourths of the unit owners vote in favor of the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate the contract for such repairs and restoration. The special assessment shall be delivered to the Association and added to the proceeds available for repair and restoration of the property.

(D) Dispute. If any dispute arises as to whether “very substantial” damage has occurred, a determination by at least two-thirds (2/3) of the Board of Directors shall be conclusive and shall be binding on all unit owners.

15.4 Application of Construction Funds. The first monies disbursed for repair and restoration are deemed to be from the insurance proceeds; if there is a balance in the funds after the payment of all costs of repair and restoration, such balance shall be distributed to the unit owners, except as otherwise provided in Section 14.7 (B) (3).

15.5 Equitable Relief. If the condominium property is substantially damaged and is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the condominium and a partition. For the purposes of this provision, it is presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six months following the damage or destruction, and is completed within nine months thereafter.

15.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors of the Association and by the owners of three-fourths of the units, together with the approval of any institutional mortgagee holding a first mortgage on a damaged unit, which approval shall not be unreasonably withheld.

16. CONDEMNATION:

16.1 Deposit of Awards with Association. The taking of all or any part of the condominium property by condemnation or eminent domain is deemed a casualty to the portion taken, and the awards for that taking are deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association. If any unit owner fails to deposit their award, a special assessment shall be made against the defaulting unit owner in the amount of their award, or the amount of that award is set off against any sums payable to that owner.

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

16.3 Disbursement of Funds. If the condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the condominium is not terminated after a casualty. If the condominium is not terminated after a condemnation, but the size of the condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made useable in the manner provided below. Proceeds of awards and special assessments shall be used for these

purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

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

16.5 Units Reduced but Tenantable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes made in the condominium.

(A) Restoration of Unit. The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required are assessed against the owner of the unit.

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

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

(A) Payment of Award. The fair market value of the unit immediately prior to the taking is paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagees.

(B) Addition to Common Elements. If possible and practical, the remaining portion of the unit becomes a part of the common elements and is placed in condition for use by all unit owners in the manner approved by the Board of Directors, and if applicable as required by Section 718.114 of the Florida Statutes.

(C) Adjustment of Shares in Common Elements. The shares in the common elements and common areas appurtenant to the unit that continue as part of the condominium are adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This is done by restating the shares of continuing unit owners in the common elements and common charges as percentages of the total of the numbers representing the shares of these owners as they existed prior to the adjustment.

(D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned unit to the unit owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required are raised by special assessment against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments are made in proportion to the shares of those owners in the common elements after the changes made by the taking.

(E) Arbitration. If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty days after notice by either party, the value shall then be determined by appraisal as follows. The unit owner, the first mortgagee, if any, and if it so elects, the Association, shall each appoint one M.A.I. appraiser who is familiar with condominium values in Naples, Florida who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit; and a judgment upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of an appraisal shall be paid by the party selecting the appraiser.

16.7 Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the Board of Directors. The balance of such awards, if any, is distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagees of the unit.

16.8 Amendment of Declaration for Condemnation. The changes in units, in the common elements and in the ownership of the common elements and share of common expenses that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that is approved by a majority of all Directors of the Association, without the consent required of any unit owner or mortgagee, unless Section 718.114 of the Florida Statutes requires approval as a substantial addition to Association property.

17. TERMINATION: The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

17.1 Destruction. If it is determined in the manner elsewhere provided that the building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

17.2 Agreement. The condominium may be terminated at any time by approval, in writing, of all record owners of units and all record owners of mortgages on units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting shall give notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent of the common elements, and of the record owners of all mortgages upon the units, are obtained in writing not later than thirty days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms.

(A) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased an agreement to purchase, signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall require the purchase

of all units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

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

(C) Payment. The purchase price shall be paid in cash.

(D) Closing. The sale shall be closed within ten (10) days following the determination of the sales price.

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

17.4 Shares of Owners After Termination. After termination of the condominium the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

17.5 Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

18. OBLIGATION OF OWNERS:

18.1 Actions. Each unit owner, their tenants and guests, and the Association is governed by and shall comply with the provisions of the Florida Condominium Act, the Declaration, the documents creating the Association, the Bylaws, and its Rules and Regulations. In accordance with statutory requirements, arbitration or actions for damages or for injunctive relief for failure to comply with these provisions may be brought by the Association or by a unit owner against: the Association; a unit owner; anyone who occupies a unit; or any member of the Board of Directors who willfully and knowingly fails to comply with these provisions. Unit owners are required to give notice to the Association of any lien on their unit (other than mortgages or Association liens) and notice of any lawsuit which may affect title to their unit.

18.2 Waiver. A provision of the Florida Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or members of the Board of Directors may waive notice of

specific meetings in writing as provided by the Bylaws. Any instrument given in writing by the unit owner to an escrow agent may be relied upon by an escrow agent, even if such instruction and the payment of funds thereunder might constitute a waiver of any provision of the Florida Condominium Act.

18.3 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a tenant, or unit owner or the Association to comply with the requirements of the Condominium Act or the condominium documents, as they may be amended from time to time, the prevailing party is entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, including for an appeal.

18.4 No Waiver. The failure of the Association or of a member to enforce any right, provision, covenant or condition which may be granted by the condominium documents does not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

18.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owners, pursuant to any terms, provisions, covenants or conditions of the condominium documents are cumulative, and the exercise of any one or more is not an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the condominium documents, or at law or in equity.

19. RIGHTS OF MORTGAGEES:

19.1 Approvals. Only to the extent required by Section 718.110 of the Florida Statutes is prior written approval of the record holder of a first mortgage lien on a unit in the condominium required for any amendment to the Declaration which would decrease the percentage interest of the unit in the ownership of the condominium, except as provided in Sections 16.5 (C), 16.6 (C) and 16.8.

19.2 Notice. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on the unit is entitled to notice of any termination of the condominium.

19.3 Mortgage Foreclosure. If an institutional mortgagee or the mortgagee of a first mortgage acquired title to a condominium parcel as a result of a foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure for a first mortgage, such acquirer of title and its successors and assigns are liable for the share of common expenses or assessments pertaining to the unit, or chargeable to the former owner, which became due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Florida condominium law, as the same may be amended from time to time (currently the lesser of the preceding twelve months expenses and regular assessments or one percent of the original mortgage debt for first mortgages). Any unpaid share of common expenses for which the purchaser of a unit is exempt from liability becomes a common expense collectible from all Owners, including the purchaser of the unit and their successors and assigns. A first mortgagee acquiring title to a condominium

parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, be excused from the payment of any assessments due during the period of such ownership. Any mortgagee acquiring title to a condominium as a result of foreclosure, or a deed in lieu of foreclosure, shall have all of the rights and obligations as any other unit owner except as otherwise expressly provided herein.

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

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

19.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

19.7 Lender's Notices. Upon written request to the Association, any institutional mortgagee is entitled to timely written notice of any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage; a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and any proposed action that requires the consent of a specified percentage of mortgage holders.

20. AMENDMENT OF DECLARATION: Amendments to this Declaration may be proposed and adopted as follows.

20.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the Owners of 10 percent or more of the total number of units in the Condominium.

20.2 Notice; Procedure. Upon any amendment or amendments to this Declaration being proposed by the Board or unit owners, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who thereupon determines which of the methods in Section 20.3 below will be used for voting. The appropriate notices and copies of the proposed amendments shall be mailed to the members not later than the next annual meeting for which proper notice can be given.

20.3 Approval Requirements. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended by concurrence of the owners of at least two-thirds of the units voting at any annual or special meeting, provided that notice of any proposed amendment has been given to all the members in accordance with law. Amendments may be adopted without a meeting following the procedures set forth in the Bylaws.

20.4 Recordation. A copy of each amendment shall be attached to a certification that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment is effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

20.5 Proviso. No amendment may change the boundaries or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the unit, and any institutional mortgagee holding a mortgage on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 16. No amendment shall operate to unlawfully discriminate against any unit owner or against any class of unit owners.

21. PROPERTIES NOT SUBJECT TO THIS DECLARATION:

21.1 Declaration of Covenants, Restrictions and Easements: This Condominium is located within a large development in Collier County, Florida, known as Berkshire Village. All of the areas within Berkshire Village which are intended to be used in common by all owners of residential units in Berkshire Village will be Common Properties to be governed by the Declaration of Protective Covenants, Conditions and Restrictions for Berkshire Village. Such Declaration of Covenants contains rules, regulations, and restrictions relating to the use of the Common Properties and provides for all of the Unit Owners to share in the expenses of maintaining, operating and managing the Common Properties. These expenses may include, but are not limited to, utility service costs for operating the Common Properties. In the event any of the Homeowner's Association Assessments are not paid, then the Berkshire Village Homeowner's Association shall have all the lien rights given to it in the Declaration of Protective Covenants, Conditions and Restrictions for Berkshire Village.

21.2 Mandatory Membership: Membership in the Berkshire Village Homeowner's Association is mandatory for all Unit Owners.

21.3 Non-Exclusive: The properties, easements, and privileges that are the subject matter of the Homeowners' Covenants shall be used by Unit Owners of this condominium on a non-exclusive basis with any other users of the property described therein and located within Berkshire Village.

21.4 Lien Rights: The liens for Assessments established in the Homeowners' Covenants shall be of equal dignity with the lien rights created herein.

22. MISCELLANEOUS:

22.1 Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Bylaws, the Rules and Regulations of the Association, and any exhibit attached thereto, does not affect the remaining portions thereof.

22.2 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits are governed by the laws of Florida, particularly the Florida Condominium Act.

22.3 Conflicts. In the event of a conflict between any provision of this Declaration and the Florida Condominium Act, the condominium act controls. In the event of a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration controls.

22.4 Interpretation. The Board of Directors of the Association is responsible for interpreting the provisions of this Declaration and of any of its exhibits. Such interpretation is binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel for the Association that an interpretation adopted by the Board is not unreasonable establishes the validity of such interpretation.

22.5 Exhibits. There is hereby incorporated within this Declaration any exhibits previously recorded which under the Florida Condominium Act are required to be part of the Declaration.

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

22.7 Headings. The headings used in the condominium documents are for reference purposes only, and do not constitute substantive matters to be considered in construing the terms and provisions of these documents.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration the day and year first written above.

Signed in the presence of:

The Abbey Management Association, Inc.,
a Florida not-for-profit corporation

By: Gerard W. Duwe
Gerard W. Duwe, President

Michael Fisher
Witness
Printed Name: Michael Fisher

Courtney Frimel
Witness
Printed Name: Courtney Frimel

STATE OF FLORIDA
COUNTY OF COLLIER

Acknowledged and subscribed before me, an officer duly authorized in Collier County, Florida to take acknowledgments, by Gerard W. Duwe, President of The Abbey Management Association, Inc., to me personally known or identified by a driver's license and duly authorized who did take an oath, on this 23 day of March, 2017.



Kathryn A. Flack
Notary Public
Kathryn A. Flack
Printed name of Notary
My Commission Expires:

EXHIBITS TO DECLARATION

The following exhibits were recorded on July 8, 1987, together with the Declaration of Condominium of The Abbey at Berkshire Village, a Condominium, at Book 1280, Page 1401 et seq., Public Records of Collier County, Florida. These exhibits, as previously amended to date, are hereby incorporated by reference as exhibits to the attached Amended and Restated Declaration of Condominium.

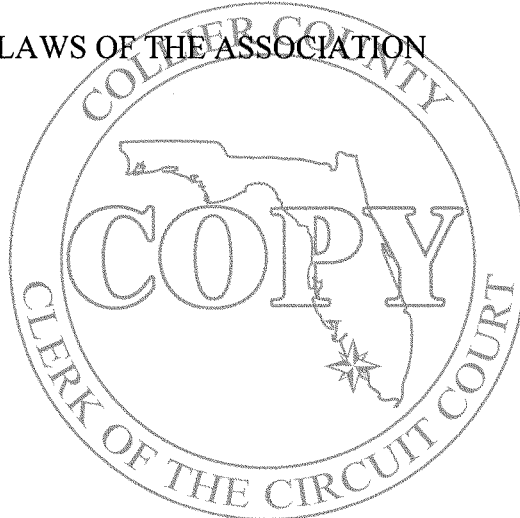
EXHIBIT "A" – LEGAL DESCRIPTION

EXHIBIT "B" – CERTIFICATE OF SURVEYOR

EXHIBIT "C" – ARTICLES OF INCORPORATION

In addition, the following Exhibit to the original Declaration are completely amended and restated, and the Restatement attached hereto and recorded herewith:

EXHIBIT "D" – BYLAWS OF THE ASSOCIATION



AMENDED AND RESTATED BYLAWS

OF

THE ABBEY MANAGEMENT ASSOCIATION, INC.

(Substantial rewording of entire Bylaws. See Bylaws recorded in Official Records Book 1280, page 1401, et. seq., of the Collier County, Florida Public Records and all amendments thereto for prior text.)

1. GENERAL

1.1 Bylaws. These are the Bylaws of The Abbey Management Association, Inc., hereafter referred to as the "Association", a corporation not for profit organized under the laws of Florida for the purpose of administering The Abbey at Berkshire Village, a Condominium pursuant to the Florida Condominium Act.

1.2 Principal Office. The principal office of the Association is at such location as may be determined by the Board of Directors and listed with the Florida Department of State, Division of Corporations.

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

2. MEMBERS

2.1 Qualification. The members of the Association consist of all persons who are record owners of a fee simple interest in any unit in the condominium. Membership becomes effective upon recordation of a deed evidencing condominium membership in the Public Records of Collier County, Florida, after having been approved as provided in the Declaration, and upon providing a copy of the recorded deed to the Secretary of the Association. If the owner of a condominium parcel is not a natural person, the owner shall designate not more than two (2) natural persons who are entitled to occupy the condominium parcel as primary occupants, and such natural persons shall exercise that unit's voting rights. In the case of a unit subject to an agreement for deed, the contract vendee is deemed the owner of the unit.

2.2 Voting Rights. The members of the Association are entitled to one (1) vote for each unit owned by them. The total votes shall not exceed the total number of units. The vote of a unit is not divisible. If a condominium unit is owned by one person, the right to vote is established by the record title owner of the unit. If a unit is owned jointly by two or more persons, that unit's vote may be cast by any record title owner present at the meeting at which the vote is taken. If two or more owners of a unit are present and cannot agree how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a unit is not a natural person, the vote of that unit shall be cast by the unit's voting Member designated as set forth in Section 2.1.

2.3 Change of Membership. Following written approval of the Association, as elsewhere required herein and in the Declaration, a change of membership in the Association is established by recording in the Public Records of Collier County, Florida, a deed or other instrument establishing record title to a unit in the condominium and the entering of the owner's name and address on the roster of the condominium. The grantee in such instrument thus becomes a member of the Association and the membership of the prior owner is thereby automatically terminated. The Association may charge a transfer fee per applicant as provided in Section 8.11 of the Declaration, which is not to exceed the amount allowed by Florida law. A married couple shall be considered one (1) applicant.

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

3. MEMBERS' MEETINGS

3.1 Annual Meeting. The members shall meet at least once in each calendar year and such meeting shall be the annual meeting. The annual meeting shall be held in Collier County, Florida, each year on the third Thursday in February at a time and place designated by the Board of Directors for the purpose of electing Directors, acting on reserve accounts and transacting any other business duly authorized to be transacted by the members. Unit owners have the right to participate in meetings with reference to all agenda items and may tape-record or videotape a meeting subject to reasonable rules. At the annual meeting any ballots cast for the election of Directors shall be counted and results announced.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be promptly called by the Board upon receipt of a written request from members entitled to cast at least ten (10) percent of the votes of the entire membership, except as provided in sections 4.5 and 6.2. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the members making the request. Business at any special meeting is limited to the items specified in the request and contained in the notice of meeting.

3.3 Notice of Meetings. Notice of a members' meeting shall state the time, date and place of the meeting and shall include a meeting agenda. Unless a member waives in writing the right to receive notice, the notice shall be mailed, hand delivered or electronically transmitted to the location furnished by the owner for that purpose to each member, and if there is no location given, then to the address on the deed by which the owner acquired title. The member bears the responsibility for notifying the Association of any change of address. The notice must be given at least fourteen (14) days prior to the date of the meeting. Notice of members' meeting and agenda shall be posted in a conspicuous place on the condominium property at least fourteen (14)

continuous days prior to the meeting. Where a unit is owned by more than one person, the Association shall provide notice for meetings and all other purposes to the address which the Association initially received and thereafter to a new address given by an owner of the unit to the Association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the Association, or the manager or the person providing notice of the Association meeting, shall provide an affidavit to be included in the official records of the Association affirming that notice was given in accordance with this section to each member.

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by general or limited proxy, of persons entitled to cast at least one-third of the votes of the entire membership.

3.5 Vote Requirement. The acts or resolutions approved by a majority of the votes cast at a meeting at which a quorum is attained are binding upon all unit owners for all purposes, except where a higher vote is required by law or by any provision of the condominium documents.

3.6 Proxies. Votes at a meeting may be cast in person or by limited proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting and shall not be used for the election of Directors. Except as provided herein or by law, unit owners may not vote by proxy for election of Board members but a limited proxy and not a general proxy shall be used to vote on waiving or reducing reserves, to waive financial statement requirements, to amend the Declaration, Bylaws or Articles of Incorporation and to vote on matters for which a general proxy may be used. A general proxy may be used for other matters and for non-substantive changes to items for which a limited proxy is given and for a quorum. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time, and place of the meeting for which it is given, and delivered to the Secretary either in person or by mail, fax or email, by the appointed time of the meeting. No proxy is valid if it names more than one person as the first holder of the proxy, but the holder has the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is adjourned, it is not necessary to give notice of the time and place of its continuance if announced at the meeting being adjourned.

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

- A. Call of roll and certification of quorum and proxies.
- B. Proof of notice of meeting or waiver of notice.
- C. Counting of ballots in annual election, if necessary.

- D. Reading and disposal of any unapproved minutes.
- E. Reports of Officers.
- F. Reports of Committees.
- G. Election of Directors.
- H. Unfinished Business.
- I. New Business.
- J. Adjournment.

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

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) governs the conduct of the Association meetings when not in conflict with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.11 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if written consents setting forth the action to be taken are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or sixty-six and two-thirds (66 2/3%) percent of the total votes of the entire membership, whichever is greater. Upon receiving the requisite number of written consents, the Board of Directors shall take the authorized action by adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership, as elsewhere provided in these Bylaws.

3.12 Limited Power to Convey. In accordance with Section 718.112(m) of the Florida Statutes, the Association has a limited power to convey a portion of the common elements to a condemning authority to provide utility easements, right-of-way expansion or for other public purposes.

4. BOARD OF DIRECTORS. The management of the property and business of the corporation and the administration of the affairs of the Association shall be by its Board of Directors which may exercise all corporate powers it has under law or pursuant to Association documents.

4.1 Number and Terms of Service. The number of Directors who constitute the Board of Directors the number shall be odd and shall not be less than five nor more than seven. The members shall determine the number of directors and until such time as the members determine otherwise, the number of Directors shall be five. One director will serve a three year term, two directors will serve a two year term, and the balance of the directors elected, regardless of number, will serve one year terms. At any annual meeting, whenever a three year term or two year term is expiring, the nominees receiving the higher number of votes shall be elected to the longest terms of office. For purposes of this section, a Director's term ends at the annual election at which his successor is to be duly elected, with a three year term expiring at the third annual meeting after the commencement of the term, a two year term expiring at the second annual meeting following the commencement of the term and a one year term expiring at the next annual meeting after the commencement of the term, unless that director sooner resigns, or is recalled as provided in 4.5 below. If no one runs against a retiring Director(s), the Director(s) whose terms as expired is automatically re-appointed and does not have to stand for re-election. Directors shall be elected by the members as described in Section 4.3. There are no term limits for Directors. Within ninety days after being elected or appointed to the Board, each newly elected or appointed Director shall certify in writing to the secretary of the Association that they have read the Abbey Management Association, Inc.'s Declaration of Condominium, Articles of Incorporation, Bylaws, and current Rules; that they will work to uphold such documents and policies to the best of their abilities; and that they will faithfully discharge their fiduciary responsibility to the Association's members. In lieu of this written certification, within ninety days after being elected or appointed to the Board, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Florida Division of Condominiums approved education provider within one year before or ninety days after the election or appointment. The written certification or education certificate is valid and does not have to be resubmitted as long as the Director serves on the Board without interruption. A Director who fails to timely file the written certification or educational certificate is suspended from service on the Board until they comply. The Board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the Association to retain a Director's written certification or educational certificate for inspection by the members for five years after a Director's election. Failure to have such written certification or educational certificate on file does not affect the validity of any action.

4.2 Qualifications. Each director must be a member of the Association or the spouse of a member or a Primary Occupant (in the case of Units required to designate primary occupants). Co-owners of a unit or spouses may not both serve as Directors at the same time. A person is ineligible to serve as a Director if delinquent in payment of monetary amounts due the Association for more than ninety days, is a felon without his right to vote restored, or is charged with a felony of theft or embezzlement of Association property.

4.3 Nominations and Elections. Board members shall be elected by written ballot and proxies shall not be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. At least sixty days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, or in a regularly published newsletter, to each member

entitled to vote a first notice of the date of the election. Any member or other eligible person desiring to be a candidate for the Board must give written notice to the Association at least forty days before a scheduled election. With the written notice and agenda as set forth in Section 3.3 of these Bylaws, the Association shall mail or deliver a second notice of the election to all members entitled to vote therein, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five days before the election, shall be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. Ballots received shall be immediately placed in a locked ballot box which is not opened until the annual meeting. The Association has no liability for the contents of an information sheet prepared by a candidate. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No member shall permit any other person to vote their ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting a ballot for the reasons stated in Section 101.051 of the Florida Statutes may obtain such assistance. Notwithstanding the provisions of this section, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board. At each annual meeting the members shall elect as many Directors as there are regular terms of Directors expiring or vacancies to be filled. The candidates receiving the highest number of votes shall be declared elected, except that a run-off shall be held to break a tie vote. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

4.4 Vacancies. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, or the sole remaining Director, may promptly choose a successor to hold office for the unexpired term. A Director or officer who is more than ninety days delinquent in the payment of regular assessments shall be deemed to have abandoned their office, creating a vacancy in the office to be filled according to these Bylaws. In the alternative, the Board may hold an election to fill the vacancy pursuant to the procedures set forth in Section 4.3 hereof.

4.5 Removal of Directors. Directors may be removed with or without cause by a majority of all votes of the entire membership, either by a signed writing or at any meeting called for that purpose in accordance with Section 718.112(j) of the Florida Statutes. If a petition is filed for the removal of more than one Director, removal shall be voted on separately as to each Director sought to be removed. If a special meeting is called by ten percent of the voting interests for the purpose of recall, the notice of the meeting must meet the requirements of a notice required for the meeting of owners with at least fourteen days notice. The Board shall duly notice a Board meeting within five days of the adjournment of the members meeting to remove a Board member. The meeting must be held not less than fourteen days nor more than sixty days from the date that notice of the meeting is given. At the meeting, the Board shall either certify or not certify the removal of the Director(s). If a Director is removed in accordance with this section, such recall is effective immediately and the removed Director shall immediately turn over to the Board any and all Association records or property in their possession.

4.6 Director or Officer Offenses. A Director or officer charged with a felony, or a theft or embezzlement offense involving the Association's funds or property is not allowed to continue in office, creating a vacancy in the office to be filled according to subsection 4.4 of these Bylaws. While such Director or officer has such criminal charge pending, they may not be appointed or elected to a position as a Director or officer. However, should the charges be resolved without a finding of guilt, the director or officer shall be reinstated for the remainder of their term of office.

4.7 Organizational Meeting. The organizational meeting of the Board of Directors shall be held immediately after the Annual Meeting unless it is then adjourned to another time within seven days of the Annual Meeting.

4.8 Regular Meetings. Regular meetings of the Board may be held at such time as determined from time to time by a majority of the Directors and shall be open to all unit owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least forty-eight hours prior to the meeting but a Director may waive such notice. A Director may appear by telephone as long as all persons may be heard. Any unit owner may tape-record or videotape meetings of the Board. Unit owners have the right to speak with reference to all designated agenda items. The Association may adopt reasonable rules regarding recording and the videotaping of the meeting and the frequency and duration and manner of unit owner statements. If twenty percent of the voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty days after the receipt of the petition, place the item on the agenda. Any item not included on the meeting notice may be taken up on an emergency basis by at least two of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

4.9 Special Meetings. Special meetings of the Board may be called by the President or Vice President, and must be called by the Secretary at the written request of any two of the Directors.

4.10 Notice to Owners. All meetings of the Board of Directors shall be open to members and notices of all Board meeting (including agenda) shall be posted conspicuously on the condominium property for at least forty-eight continuous hours in advance of each Board meeting, except in an emergency. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any Board meeting at which a non-emergency special assessment or amendment to rules regarding Unit use will be considered shall conform to the requirements set forth in Section 6.6. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2. The rights of Owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so. Notwithstanding anything to the contrary contained in the condominium documents, meetings of the Board or a committee with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, or Board meetings held for the purpose of discussing personnel matters shall not be open to the members. Notices of Board meetings may be given by electronic transmission (to those members who have so consented) in lieu of mail or hand-

delivery.

4.11 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.12 Quorum of Directors. A quorum exists when at least a majority of the Directors are present in person at a duly called meeting. Members of the Board of Directors may participate in any meeting of the Board, or in a meeting of an executive or other committee by means of a conference telephone or similar communicative equipment provided that all members participating can hear each other. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.13 Vote Required. The acts approved by a majority of those Directors present at a meeting at which a quorum is present constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by law. Directors may not vote by proxy or secret ballot at Board meetings except that officers may be elected by secret ballot. Board members may attend by telephone when all persons are able to be heard by a telephone speaker at the meeting and may vote by telephone, and their attendance constitutes a quorum. A vote or abstention for each Board member present shall be recorded in the Minutes. A Director may submit in writing the Director's agreement or disagreement with any action taken at a meeting the Director did not attend, but the writing may not be used to count as a vote or for a quorum.

4.14 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken unless he voted against such action or abstained from voting because of an asserted conflict of interest as noted in the Minutes.

4.15 Adjourned Meetings. At any meeting of the Board of Directors, the majority of those present may adjourn the meeting from time to time. At any adjourned meeting, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice if the meeting time is announced at the adjourned meeting.

4.16 The Presiding Officer. The President of the Association, or if not present the Vice President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by a majority vote of those present.

4.17 Powers and Duties of Board of Directors. All powers and duties granted to the Association by law, as modified in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board of Directors subject to approval or consent of the members only when such is specifically required. The Board shall maintain hurricane shutter specifications in accordance with Section 718.113(5) of the Florida Statutes.

4.18 Director's Fees. No compensation or fees shall be paid to any Director for services as Director. No officer or Director or manager shall accept any gift of an item or service of value for their benefit or for the benefit of their immediate family from any person providing or proposing

to provide goods or services to the Association.

4.19 Reimbursement of Expenses. Directors may be reimbursed for any reasonable expenditure incurred for the benefit of the Association upon approval of the President or in the case of expenditures by the President, upon approval of the Vice President.

4.20 Committees. The Board of Directors may appoint from time to time the chairman and membership of such standing committees, including a nominating committee, as the Board may deem necessary and convenient for the efficient and effective operation of the condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If a committee has delegated to it the authority to bind the Association or act for and in the place of the Board, including the power to authorize the expenditure of funds, the committee shall hold its meetings and give notice of such meetings with the same formalities as required for Board meetings. Otherwise no notice is required for committee meetings.

4.21 Written Inquiries. When an owner files a written inquiry by certified mail with the Board, the Board shall, in accordance with Section 718.112(2)(a)2 of the Florida Statutes, within thirty days of receipt of the inquiry, give a substantive response in writing, notify the owner that a legal opinion has been requested, or notify the owner that advice has been requested from the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation. Within ten days of receipt of said advice from the Division, the Board shall provide a written response to the owner. If a legal opinion is requested, then the Board shall, within sixty days after receipt of the inquiry, provide a written substantive response to the inquiry. The Association may through the Board adopt reasonable rules and regulations regarding the frequency and manner of responding to member's inquiries. The Association is only obligated to respond to one written inquiry per unit in any given thirty day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty day period, or periods, as applicable.

4.22 Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the condominium units with the applicable fire and life safety code. The Association is not obligated to retrofit the common elements, association property or units of a residential condominium with a fire sprinkler system in a building that has been certified for occupancy by the applicable governmental entity because a majority of the voting interests have voted to forego retrofitting in accordance with state statute.

5. OFFICERS

5.1 Officers and Elections. The executive officers of the Association are a President, a Vice President, a Secretary and a Treasurer, all of whom must be Directors, all of whom shall be elected annually by the Board of Directors and who may be removed with or without cause by vote or agreement in writing signed by a majority of all Directors. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President is the chief executive officer of the Association, presides at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages, and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

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

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the Minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for any standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or the signature of the assistant secretary. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated. The offices of the Secretary and Treasurer can be combined and held by one person designated as the Secretary-Treasurer with that person performing the duties set forth in sections 5.4 and 5.5.

5.5 Treasurer. The Treasurer has the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Association making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all financial transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated or the Treasurer may delegate duties to an outside agency. The offices of the Secretary and Treasurer can be combined and held by one person designated as the Secretary-Treasurer with that person performing the duties set forth in Sections 5.4 and 5.5.

5.6 Compensation of Officers. No compensation shall be paid to officers of the Association for their services as officers. This provision does not preclude the Board of Directors from employing officers as employees of the Association.

5.7 Vacancies. If any office becomes vacant, the remaining Directors, by a majority vote, may choose a successor to hold office for the unexpired term.

5.8 Resignation. Any Director or officer may resign their office at any time by an

instrument in writing, effective upon receipt by the Association unless otherwise specified in the resignation.

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

6.1 Depository. All funds of the Association shall be maintained separately in the Association's name but for investment purposes reserve funds may be commingled with operating funds. Reserve funds and operating funds shall be accounted for separately. No agent, employee, officer, or Director of a condominium association shall commingle any Association funds with their funds or with the funds of any other condominium association or community association. The Association shall maintain its accounts in such federally insured financial institutions in the State of Florida as are designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money-market funds, certificates of deposit, U.S. government securities, and other similar investment vehicles.

6.2 Budget. Before December 31 of each year, the Board of Directors shall hold a meeting which is open to all members to adopt an annual budget for the next fiscal year. The budget shall include annual operating common expenses, amounts to fund reserve accounts, and other special amounts that may be required. A copy of the proposed budget and a notice stating the time and place of the meeting shall be mailed, hand delivered or electronically transmitted to all the unit owners not later than fourteen days prior to that meeting. An affidavit evidencing compliance with the requirement shall be executed and filed with the official records. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications including without limitation those set forth in Section 718.504(21)(c) of the Florida statutes. The proposed budget shall show for each item for which reserves are maintained the estimated life, estimated replacement cost and estimated remaining useful life and the budget shall also show the current balance in each reserve account. If a budget is adopted which has exceeded one hundred and fifteen percent of the assessments for the prior year, the Board shall hold a special meeting in accordance with Section 718.112(e)(2) of the Florida Statutes if the Board receives within twenty-one days after adoption of that budget a request for a special meeting from at least ten percent of all voting interests.

6.3 Reserves for Capital Expenditures and Maintenance. In addition to the annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to roof replacement, building painting, and pavement resurfacing, and any other item for which the deferred maintenance expense or replacement cost exceeds ten thousand dollars. The amount to be reserved shall be computed by a formula based upon the estimated life and replacement cost of each item. In setting reserves, there must be an inspection report at least every five years by an independent reserve study specialist unless waived by majority of those voting at a duly called members meeting. These reserves shall be funded unless the members subsequently determine by a majority vote of those present in person or by limited proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be

taken only after the proposed budget has been mailed to the unit owners as required in section 6.2. Reserves funded under this section 6.3 shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by a majority of the voting interests present and voting at a duly called members meeting. Proxies for waiving or reducing funding of reserves or using existing reserve funds for purposes other than for which such reserves were intended must contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES, MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE RESERVE ITEMS.**

6.4 General Maintenance Reserves. In addition to the statutory reserves provided in sections 6.2 and 6.3, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for general operating expenses, repairs, minor improvements, or deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any project within the above-stated purposes.

6.5 Assessments. All regular annual assessments shall be paid in quarterly installments, due and payable in advance, on the first day of January, April, July and October. Written or email notice of each quarterly installment shall be sent to the members at least fifteen days prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time a monthly installment is due it shall be presumed that the amount of such installment is the same as the last quarterly payment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due quarterly installment. The Association shall have the right to accelerate assessments of an owner who is delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

6.6 Special Assessments. Special assessments may be made by the Board of Directors when necessary to meet unusual, unexpected, emergency or non-recurring expenses, or for such other purposes as are authorized by the Declaration of Condominium or these Bylaws. There must be 14 days notice of a non-emergency special assessment, with the notice containing the nature of the assessment. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment shall contain a statement of the purpose(s) for the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The term persons who control or disburse funds of the Association means those individuals authorized to sign checks,

and all officers of the Association. The premiums of such bonds are paid by the Association.

6.8 Financial Information. Not later than ninety days after the close of each fiscal year, the Board shall prepare and complete or contract to prepare and complete a financial report of actual receipts and expenditures for the previous twelve months and show receipts by accounts and receipt classifications and expenses by accounts and expense classifications and information concerning reserves as required by law. Copies of these financial reports shall be furnished to each owner within twenty-one days after the final financial report is completed by the Association or received from any third party, but not later than one hundred and twenty days after the end of the fiscal year, or in the alternative the Association shall give notice that the financial report will be provided to the unit owners without charge upon written request. The Association shall, unless waived by a majority of the voting interests before the end of the fiscal year, prepare audited financial statements. The Association cannot waive financial reporting requirements by majority vote of the members for more than three consecutive years.

6.9 Application of Payments and Co-Mingling of Funds. All payments on account by a unit owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, and general or special assessments, in such manner and amounts as the Board of Directors may determine, subject to any requirements of the Declaration of Condominium. For investment purposes only, reserve funds may be commingled with operating funds of the association but commingled operating and reserve funds shall be accounted for separately.

6.10 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code.

6.12 Official Records. The Association shall maintain each of the following items which constitute the official records of the Association:

- A. A copy of the plans, permit, warranties and other items provided by the developer pursuant to Florida Statutes Section 718.301(4).
- B. A photocopy of the recorded Declaration of Condominium and of each amendment to the Declaration.
- C. A photocopy of the recorded Bylaws of the Association and each amendment to the Bylaws.
- D. A certified copy of the Articles of Incorporation of the Association and each amendment thereto.

E. A copy of the current rules of the Association.

F. A book or books which contain the Minutes of all meetings of the Association, of the Board of Directors, and of members, which Minutes shall be retained for a period of not less than seven years.

G. A current roster of all members and their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers and electronic mailing addresses for unit owners consenting to receive notice by electronic transmission, but the electronic mailing addresses and telephone number of an owner must be removed if consent to receive notice by electronic transmission is revoked.

H. All current insurance policies of the Association.

I. A current copy of any management agreement, lease or other contract to which the Association is a party or under which the Association or the members have any obligations or responsibilities.

J. Bills of Sale for all property owned by the Association.

K. Accounting records for the Association according to good accounting practices. All accounting records shall be maintained for a period of at least seven years. The accounting records shall include, but are not limited to:

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

2) A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

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

4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year.

L. Ballots, sign in sheets, voting proxies, and all other papers relating to voting by members, which shall be maintained for a period of one year from the date of the election, vote or meeting to which the document relates.

M. All rental records, if the Association is acting as agent for the rental of condominium units.

N. A copy of the current question and answer sheet as required by Florida Statutes section 718.504, which shall be updated annually.

O. The written Director's certifications or educational certificates required by Florida Statutes section 718.112 shall be maintained for five years after the Director's election.

P. All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

The official records of the Association must be maintained within Florida for at least seven years. The records of the Association other than those items not accessible to unit owners by statute shall be made available to a unit owner in Collier County within five working days after receipt of a written request by the Board or its designee. This requirement may be complied with by having a copy of the official records of the Association available for inspection or copying on the Association property or the Association may offer the option of making the records available to a unit owner electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies at the reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record of inspection and copying. The failure of an Association to provide the records within ten working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this requirement. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply. The minimum damages are fifty dollars per calendar day up to ten days, the calculation to begin on the eleventh working day after receipt of the written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, Bylaws, and Rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in Florida Statutes Section 718.504 on the Association property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to unit owners.

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

which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings, until the conclusion of the litigation or adversarial administrative proceeding.

B. Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a unit.

C. Personnel records of Association employees or its management company including discipline, payroll, health insurance and medical records of employees are not accessible to unit owners. "Personnel records" do not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an association employee.

D. Medical records of unit owners.

E. Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information and addresses of owners other than to provide notice, and other personal identifying information of any person excluding name, address, unit number and property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. However, an owner may consent in writing to the disclosure of this protected information and the Association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

F. Any electronic security measure used to safeguard data and software and operating system used which allows manipulation of data.

7. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend reasonable administrative rules and regulations governing the use and maintenance of the common elements and the units, provided such rules and regulations are not in conflict with any of the condominium documents. Copies of such rules and regulations shall be furnished to each unit owner.

8. COMPLIANCE AND DEFAULT; REMEDIES. In the event of a violation of an Association rule or Florida law or provisions in condominium document, in addition to the remedies provided in the Declaration, the following provisions apply.

8.1 Fines. The Board of Directors may levy reasonable fines against units or individuals including unit owners guests, invitees, licensees and occupants of units who commit violations of the Florida condominium act or the provisions of the condominium documents or the Board may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use common elements, common facilities, or any other Association property for failure to comply with any provision of the condominium documents or the Association's Rules. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall

any fine exceed \$100 per violation per day or \$1,000 in the aggregate. The procedure for imposing such fines or suspension is as follows.

(A) The party against whom the fine or suspension is sought to be levied is afforded a reasonable opportunity for hearing before a committee of owners who are not related to a Board member and are appointed by the Board, after reasonable notice of not less than fourteen days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the condominium documents or law which have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Association.

(B) The party against whom the fine or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written or oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The owner shall be the party ultimately responsible for payment of a fine, or serve the suspension regardless of whether the fine or suspension relates to conduct by a tenant, invitee, family member, or guest.

8.2 Suspension of Rights to Use Common Elements and Common Facilities Due to Delinquency. If a unit owner is more than ninety days delinquent in paying a monetary obligation due to the Association, the Association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid in full. This section does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, or parking spaces. The notice and hearing rights under 8.1 do not apply to this section.

8.3 Suspension of Voting Rights Due to Delinquency. An Association may also suspend the voting rights of a unit or member due to nonpayment of any monetary obligation due to the Association which is more than ninety days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the Association may not be counted toward the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Condominium Act or pursuant to the Condominium Documents. The suspension ends upon full payment of all obligations currently due or overdue to the Association. The notice and hearing rights under section 8.1 do not apply to this section.

8.4 Approval of Suspension. All suspensions imposed pursuant to sections 8.2 or 8.3 must be approved at a properly noticed Board meeting and upon approval, the Association must notify the unit owner and, if applicable, the unit's occupant, licensee or invitee by mail or hand delivery.

8.5 Correction of Health and Safety Hazards. Any violation by a unit owner or condition in a unit which is deemed by the Board of Directors to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof charged to the unit owner, and payment may be enforced by a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

8.6 Mandatory Non Binding Arbitration. In the event of a dispute between one or more unit owners and the Association arising from the operation of the condominium, other than involving levy of a fee or assessment, the collection of an assessment, or a disagreement that primarily involves title to any unit or common element or interpretation or enforcement of a warranty, a party shall petition for non-binding arbitration prior to filing a lawsuit under the rules of the Division of Florida Land Sales and Condominiums and in accordance with section 718.1255 of the Florida statutes. An arbitration decision shall be final if a Complaint for a trial de novo is not filed in a court of competent jurisdiction in which the condominium is located within thirty days after the rendering of the decision. The right to file for a trial de novo entitles a party to file a Complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded the costs of the arbitration, reasonable attorney's fees, or both, in an amount determined in the discretion of the arbitrator. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the condominium is located. A petition may not be granted unless the time for appeal by the filing of a Complaint for trial de novo has expired. If a Complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorney's fees and costs incurred in enforcing the arbitration award.

8.7 Availability of Remedies. Each member, for himself, his heirs, successors, and assigns, agrees to the foregoing provisions relating to remedies utilized by the Association, regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it, and to preserve the right of other unit owners to enjoy the condominium property free from unreasonable restraint and annoyance.

9. ASSESSMENTS. A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which become due while owning the unit. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for the share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the first mortgagee's liability is limited to the amount allowed by Florida law, which is currently the lesser of the unit's unpaid common expenses and regular assessments which came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or one percent of the original mortgage debt. These provisions only apply if the Association was joined in the mortgage foreclosure action as a defendant.

10. AMENDMENT OF BYLAWS. Amendments to these Bylaws are proposed and adopted in

the following manner.

10.1 Proposal. Amendments to these Bylaws are proposed by a majority of the Board or upon petition by at least ten percent (10%) of the unit owners by a written instrument signed by them.

10.2 Notice. Upon any amendment to these Bylaws being proposed, such proposed amendment shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon determine which of the methods in 10.3 below shall be used for voting. The appropriate notices and copies of the proposed amendments shall be mailed to the members not later than the next annual meeting for which proper notice can be given.

10.3 Vote. Except as otherwise provided by law, or by specific provision of the condominium documents, these Bylaws may be amended by two-thirds of the voting interests present and voting at any annual or special meeting, provided that notice of any proposed amendment has been given to all the members in accordance with law. Amendments may also be adopted without a meeting by obtaining written consent from two-thirds of all members without a meeting.

10.4 Recordation. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by an officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

11. INDEMNIFICATION. Every officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees incurred by or imposed on him in connection with any legal proceeding in which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association even if he is not an officer or Director at the time the expenses are incurred. The officer or Director shall not be indemnified if he is guilty of gross negligence or willful misconduct or has breached his fiduciary duty to the members of the Association. The Association is not liable, however, for payment of a voluntary settlement unless it is first or later approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or officer may be entitled.

12. DEFECTIVE CONDOMINIUM DOCUMENTS; CURATIVE PROVISIONS. The Association or a unit owner may petition the Collier County Circuit Court to correct an error or omission in the Declaration or any other documents required to establish the condominium, or affecting its valid existence, which errors or omissions are not correctable by the amendment procedures in the Declaration or the Florida Condominium Act. Three years after the filing of the Declaration, the Declaration was deemed to be effective under the Condominium Act in creating a condominium even if it did not substantially comply with the mandatory requirements of the Florida Condominium Act.

13. MISCELLANEOUS.

13.1 Gender. Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural as the context requires.

13.2 Severability. Should any portion of the Bylaws be void or become unenforceable, the remaining provisions remain in full force and effect.

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

