

instrument prepared by:

Christopher L. Pope, Esq.

POPE MAZZARA & MENENDEZ, PLLC

Post Office Box 60022

Fort Myers, Florida 33906

Telephone: (239) 748-0505

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF TERRACE IV AT HERITAGE COVE, A CONDOMINIUM
AND
AMENDED AND RESTATED BYLAWS OF
TERRACE IV AT HERITAGE COVE ASSOCIATION, INC.
AND
AMENDED AND RESTATED RULES AND REGULATIONS OF
TERRACE IV AT HERITAGE COVE ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected and acting President of **TERRACE IV AT HERITAGE COVE ASSOCIATION, INC.**, a Florida not-for-profit corporation, hereby certifies that the attached Amended and Restated Declaration of Condominium of Terrace IV at Heritage Cove, a Condominium; the Amended and Restated Bylaws of Terrace IV at Heritage Cove Association, Inc.; and the Amended and Restated Rules and Regulations of Terrace IV at Heritage Cove Association, Inc., were approved and adopted by the requisite number of votes of the membership at a duly-noticed annual meeting held on March 13, 2025.

The original Declaration of Condominium for Terrace IV at Heritage Cove, a Condominium, was recorded in Official Records Book 3518, Page 3658, in the Official Records of Lee County, Florida.

The original Bylaws of Terrace IV at Heritage Cove Association, Inc., were recorded in Official Records Book 3518, Page 3658 (at Page 3715), in the Official Records of Lee County, Florida.

NOW THEREFORE, IT IS

RESOLVED: The Declaration of Condominium of Terrace IV at Heritage Cove, the Bylaws of Terrace IV at Heritage Cove Association, Inc., and the Rules and Regulations of Terrace IV at Heritage Cove Association, Inc., be and hereby are amended; and the **Amended and Restated Declaration**, the **Amended and Restated Bylaws**, and the **Amended and Restated Rules and Regulations** are adopted in the form attached hereto; and

FURTHER RESOLVED: The Officers and Directors are hereby instructed and authorized to cause the aforementioned documents to be filed of public record, together with a Certificate of Amendment.

Dated this 23 day of June, 2025.

WITNESSES (2):

Sign: [Signature]
 Print: Agnieszka Prociw-Solich
 Address: 505 Inman Ave
Colonie NY 12067

Sign: [Signature]
 Print: Anne Longenhagen
 Address: 505 Inman Ave
Colonie NY 12067

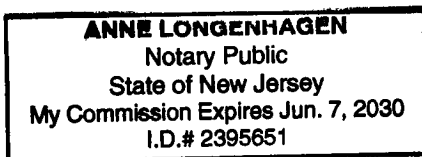
**TERRACE IV AT HERITAGE COVE
 ASSOCIATION, INC.**

Sign: [Signature]
 Print: GARY GEORGE
 Title: President

STATE OF ~~FLORIDA~~ New Jersey
 COUNTY OF ~~LEE~~ Middlesex

THE FOREGOING INSTRUMENT was acknowledged before me by means of (check one) ☒ physical presence OR ☐ online notarization, this 23 day of June, 2025, by Gary George, as **President of Terrace IV at Heritage Cove Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation, who: _____ is personally known to me OR produced NSDL w/ Photo as identification.

(Notary Seal/Stamp)



Notary Public

Sign: [Signature]
 Print: Anne Longenhagen

Instrument prepared by:

Christopher L. Pope, Esq.
Pope Mazzara & Menendez, PLLC
Post Office Box 60022
Fort Myers, Florida 33906
Telephone: 239-748-0505

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
TERRACE IV AT HERITAGE COVE, A CONDOMINIUM**

**SUBSTANTIAL REWORDING OF DECLARATION.
SEE ORIGINAL DECLARATION FOR PRESENT TEXT.**

RECITALS:

On November 13, 2001, in a Declaration of Condominium recorded in Official Records Book 3518, Pages 3658 through 3729, in the Official Records of Lee County, Florida ("Original Declaration"), the land described in Exhibit "A" therein was submitted to Terrace IV at Heritage Cove, a Condominium. The survey of the land, a plot plan and floor plans were attached as Exhibits "A" and "B", respectively, and incorporated therein by reference.

The submission of the land to the condominium form of ownership by the aforementioned documents is and will remain effective, and all subsequent amendments are confirmed. However, by adoption of this Amended and Restated Declaration of Condominium, the Members of the Terrace IV at Heritage Cove Association, Inc., hereby adopt certain amendments to the Original Declaration of Condominium and amendments thereof, and hereby restate the Original Declaration in its entirety. By adoption of this Amended and Restated Declaration of Condominium, the Members ratify governance of the property described above and hereto under the condominium form of ownership and the provisions of the Condominium Act, as defined in Article 1., Section 1.1 hereof.

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1 "**Act**" or "**Condominium Act**" means Chapter 718 of the Florida Statutes, as it now exists and as it may be amended from time to time, including the definitions therein contained.

1.2 "**Articles**" or "**Articles of Incorporation**" means the Articles of Incorporation for Terrace IV at Heritage Cove Association, Inc., a true and correct copy of which are found in Official Records Book 3518, at Pages 3708 through 3714, inclusive, in the Official Records of Lee County, Florida, and as attached as **Exhibit "C"** to this Declaration.

1.3 "**Assessment**" means a share of the funds required for the payment of Common Expenses assessed against the Units from time to time.

1.4 “**Association**” means Terrace IV at Heritage Cove Association, Inc., a Florida corporation not for profit, which is the entity responsible for the operation of the Condominium.

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

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

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

1.8 “**Bylaws**” means the Amended and Restated Bylaws of the Association attached hereto as **Exhibit “D.”**

1.9 “**Casualty**” for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event that causes damage to the Condominium Property due to some sudden, fortuitous cause, including, but not limited to, fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks. The term “Casualty” shall have the same meaning as “Insurable Event” as described in the Condominium Act.

1.10 “**Charge**” means any legal or equitable indebtedness or sums owed to or due to the Association, incurred by or on behalf of a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents. By way of example, but not limitation, the expense of work undertaken or services performed by the Association pursuant to Article 9.1 of this Declaration are Charges.

1.11 “**Committee**” means a group of Board members, a group of Unit Owners, or a group of Board members and/or Unit Owners and/or other Persons (as defined in Section 1.42) appointed by the Board, to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such action or actions as the Directors of the Board or a resolution creating the Committee may dictate.

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

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

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

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

1.12.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

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

1.13 **“Common Expenses”** means those expenses for which Unit Owners are liable to the Association, including, but not limited to, expenses of administration; maintenance, operation, repair, and replacement of Common Elements and Association Property; and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws, or the Association. Bulk interior pest control for Units, if provided by the Association, is a Common Expense. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance; repairs, replacements, and expenses of upkeep; lawn and landscape service; utility bills that are not separately metered to individual Units; janitor service; accounting and legal fees; wages and fees for managerial and other services; and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. Potable water and sewer service to each Unit is a Common Expense. The expenses of communications services (as defined in Chapter 202, Florida Statutes), information services, or internet services are specifically considered Common Expenses to the extent the Board decides to contract for these services under a bulk services agreement with cable, information, or internet service providers. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses, and security services, all of which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or Condominium Property. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer service where a master meter services the Condominium.

1.14 **“Common Surplus”** means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, above the amount of the Common Expenses.

1.15 **“Communication Services”** means those services described in Section 202.11, Florida Statutes, and for the purpose of this Declaration, shall be deemed to include, but not be limited to, bulk video, voice, or internet services.

1.16 **“Community Association”** means and refers to Heritage Cove Community Association, Inc. The Community Association provides surface water management, mans the entry gates, provides irrigation water, and maintains, repairs, and replaces the streets and roadways within the Community, among other things. All Unit Owners in Terrace IV at Heritage Cove are also members of the Community Association.

1.17 **“Community Association Declaration”** means and refers to the Declaration of Covenants, Conditions and Restrictions for Heritage Cove, as originally recorded in Official Records Book 3178, at Pages 965 through 1053, of the Official Records of Lee County, Florida, and any subsequent amendments thereto. Each Terrace IV at Heritage Cove Unit Owner is subject

to the Community Association Declaration and any other Community Association governing documents.

1.18 “Condominium” means Terrace IV at Heritage Cove, a Condominium.

1.19 “Condominium Documents” or “Governing Documents” means this Amended and Restated Declaration, and as it may be amended from time to time; the survey of the land, a plot plan and floor plans, as recorded with the Original Declaration, true copies of which are attached hereto as **Exhibit “A”** and **Exhibit “B”** respectively, and incorporated by reference (collectively “Plat”); the Articles of Incorporation of Terrace IV at Heritage Cove Association, Inc., a true copy of which is attached hereto as **Exhibit “C”**; the Amended and Restated Bylaws attached hereto as **Exhibit “D”**; and the Amended and Restated Rules and Regulations attached hereto as **Exhibit “E”**. The Rules and Regulations or any later amendments thereto may, but need not, be recorded in the County’s Official Records in order to be valid.

1.20 “Condominium Parcel” means a Unit together with the undivided share in the Common Elements that is appurtenant to said Unit and, when the context permits, the term includes all of the appurtenances to the Unit.

1.21 “Condominium Property” means the land and property interests subjected to condominium ownership under this Declaration; all improvements on the land as depicted in the Plat, or replacement thereof of like kind and quality; alterations or additions made to the Common Elements or Association Property by the Association; and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Whenever the term “Condominium Property” is used in the Condominium Documents, it shall also include Association Property, which is any real property that is Association Property, unless the context specifically requires otherwise. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property.

1.22 “County” means the County of Lee, State of Florida.

1.23 “Declaration” or “Declaration of Condominium” means this Amended and Restated Declaration, and as it may be amended from time to time.

1.24 “Domestic Partners” means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other’s well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other’s common welfare, and share financial interdependence and mutual obligations akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of this Declaration.

1.25 “Electronic Transmission” means any form of electronic communication that creates an electronic record or file that may be reviewed, retrieved, and retained by recipients, and can be reproduced on the recipient’s computer screen, tablet, smartphone, or other electronic device, or in a readable paper form by recipients using a laser or ink jet printer.

1.26 “Family” or “Single Family” means any one of the following:

1.26.1 One (1) natural person, such person’s spouse or Domestic Partner, if any, and their custodial children, if any.

1.26.2 Not more than two (2) natural persons not meeting the requirement of Section 1.26.1 above, who do customarily and plan to reside together indefinitely and continuously as a single financial and socially interdependent housekeeping unit, and with the intention of living within the bonds of family, and the custodial children of said parties, if any.

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

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

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

1.29 “Insurable Improvements” means the “Building” as defined in Section 1.7 herein, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association. If a Unit Owner has replaced any glass with impact glass that meets the applicable code at the time of such replacement, such glass and its related framework shall be considered part of the Insurable Improvements unless prohibited by law.

1.30 “Invitee” or “Licensee” means a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with a Unit’s Occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including, but not limited to, contractors, workmen, delivery persons, domestic assistants, and health care assistants.

1.31 “Lease” when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner’s Unit for consideration.

1.32 “Lien for Charges” means a lien that is recorded to secure a Charge.

1.33 “Limited Common Elements” means those Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in this Declaration. References herein to Common Elements shall include all Limited Common Elements unless the context would prohibit it or it is otherwise expressly provided. Whenever a portion of

the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area (by way of example, but not limitation, to entrance ways and each Lanai) shall serve to define the area as a Limited Common Element.

1.34 “Limited Common Expenses” means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after Casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner, as authorized by Section 718.113(1) of the Act, and if so provided in this Declaration.

1.35 “Maintenance” means, unless the context of a provision in the Condominium Documents requires otherwise, routine maintenance, and ongoing maintenance, preventative maintenance, as well as repair or replacement. The term “maintenance” shall not include repair after Casualty, unless the context of a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is obligated by this Declaration or law to maintain, repair, or replace portions of the Condominium Property, the Board of Directors shall have the authority to establish reasonable standards for such maintenance, repair, or replacement, including mandating maintenance, repair, or replacement of said items when the Board deems same are reasonably necessary.

1.36 “Management” means a licensed Community Association Manager and/or Management Firm employed or contracted by the Association to assist the Board and its Officers in the day-to-day operation of the Association. There is no requirement for the retention of Management.

1.37 “Material Alteration” or “Substantial Alteration” means to palpably or perceptively vary or change the use, form, shape, elements, or specifications of a Building or other portions of the Common Elements from its or their original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use, or appearance.

1.38 “Member” means the record Owner of legal title to a Unit.

1.39 “Occupant” when used in connection with a Unit, means a person who is physically present in a Unit on two (2) or more consecutive days, including staying overnight for one night.

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

1.41 “Officer” means the Executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

1.42 “Person” means any individual or representative of an entity, including Unit Owners, Family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Unit with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Condominium Documents.

1.43 “Plat” means all legal descriptions, surveys, plot plans, site plans, floor plans, and graphic depictions of record describing the Condominium Property. The Plat or portions thereof are attached or summarized on the attached Exhibit “B”. All Plats of record are incorporated herein by reference whether or not attached or separately described. The Plat may not reflect the actual configuration of the Condominium Property, as deviations from original as-built conditions may have been made over time.

1.44 “Policies and Procedures” means the administrative policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board. Policies and Procedures shall be deemed part of the Rules and Regulations, and hence part of the Condominium Documents.

1.45 “Primary Occupant” means one (1) or more natural Persons designated for occupancy of a Unit when title to the Unit is held in the name of two (2) or more Persons who are not spouses or Domestic Partners, or when title is held by a trust or a corporation or other entity that is not a natural Person. Except where the context indicates otherwise, the term “Owner” shall include “Primary Occupant”.

1.46 “Official Records” means the Official Records of Lee County, Florida.

1.47 “Rules and Regulations” means those rules and regulations promulgated by the Board of Directors governing the use, occupancy, alteration, maintenance, transfer, and appearance of Units, the Common Elements, the Limited Common Elements, and the operation and administration of the Association, subject to any limits set forth in the Declaration of Condominium.

1.48 “Tenant” or “Lessee” means a person occupying a Unit other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeably with “Lessee.”

1.49 “Unit” means a part of the Condominium Property subject to exclusive ownership.

1.50 “Unit Owner” or “Owner” means the record Owner of a Condominium Parcel.

1.51 “Utility Services” as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

1.52 “Voting Interests” means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to vote in the Association matters. There are thirty (30) Units and each Unit is entitled to one (1) vote per Unit. As such, there are thirty (30) Voting Interests.

1.53 “Voting Group” means a group of Members of the Community Association whose Units are represented by a Voting Representative, as more particularly described in Section 11.7 of the Community Association Declaration, as amended.

1.54 “Voting Representative” means the representative selected by the Members of this Neighborhood to be represented for casting all votes of the Members in the Neighborhood in all Association matters other than the election of Directors.

2. CONDOMINIUM NAME. The name by which this Condominium is identified is “Terrace IV at Heritage Cove, a Condominium”. Terrace IV at Heritage Cove contains thirty (30) Units situated in one (1) four (4) story Building.

3. UNIT IDENTIFICATION. The identification of each Unit is indicated and described on the attached Exhibit “B”.

4. SURVEY AND GRAPHIC DESCRIPTION. The survey of the land, a plot plan and floor plans previously submitted to condominium ownership and describing each Unit, the Common Elements, and their relative location and the approximate dimensions of each Unit are as shown on the floor plans in the attached Plat (Exhibit “B”).

5. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.

5.1 Each Unit is entitled to one (1) vote per Unit. Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida law. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended.

5.2 The sharing of Common Expenses and ownership of Common Elements and Common Surplus is 1/30th for each Unit. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged, or transferred except as an appurtenance to the Units.

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

6.1 Utility and Other Easements. The Association, through the Board of Directors, has the power, without joinder of any Unit Owner, to grant, modify, or move easements such as electric; gas; cable television or other communication, information, or internet services; or other access, utility,

or service easements; or relocate any existing easements, in any portion of the Condominium Property or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board of Directors, may also transfer title to utility-related equipment, facilities, or material, and may take any other action to satisfy the requirements of any utility company or governmental agency.

6.2 Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

6.3 Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and Occupant, their respective Guests, Tenants, 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 portion of the Common Elements as from time to time may be paved or intended for such purposes; and for purposes of ingress and egress to the public ways.

6.4 Maintenance, Repair, and Replacement. Easements exist through, over, and beneath the Units and Common Elements for maintenance, repair, and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

6.5 Structural Support. Every portion of a Unit contributing to the support of the Unit or Building shall be burdened with an easement of structural support for the benefit of all other Units and Common Elements in the Building.

7. DESCRIPTION OF CONDOMINIUM DEVELOPMENT.

7.1 Identification of Units. The land described in Exhibit "A" has constructed thereon one (1) four (4) story Building containing thirty (30) Units. Each Unit is designated by a four digit Arabic numeral, the first digit of which designates the Building number, the second digit of which designates the floor on which the Unit is located, and the last two (2) digits designate the of Unit number (for example: Unit 4101 is in Building 4, on the first floor, and is Unit 1). The designation of each Unit is set forth on the attached Exhibit "B", which consists of a survey of the land, a graphic depiction of the improvements located on the land, including, but not limited to, a plot plan showing the Building in which the Units are located, and the floor plans thereof. Said Exhibit "B", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

7.1.1. There shall pass with each Unit as appurtenance thereto:

(A) An undivided 1/30th share in the Common Elements and Common Surplus; and

(B) The exclusive right to use such portion of the Common Elements as may be provided in this Declaration; and

(C) 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, provided that an easement in airspace that is vacated shall be terminated automatically; and

(D) Other appurtenances as may be provided in this Declaration.

7.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

7.2.1 Upper Boundaries. The upper boundary of each Unit shall be the horizontal plane of the unfinished lower surface of the ceiling extended to an intersection with the perimeter boundaries.

7.2.2 Lower Boundaries. The lower boundary of each Unit shall be the horizontal plane of the unfinished upper surface of the concrete floor of the Unit extended to an intersection with the perimeter boundaries.

7.3 Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical planes of the unfinished interior surface of the plasterboard (drywall) walls bounding the Unit, as shown in Exhibit "B", extended to their planar intersections with each other and with the upper and lower boundaries.

7.4 Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof.

7.5 Additional Items Included with Units. All of the following items are included with each Unit (some of which items may not necessarily be provided to Unit Owners by the Developer) if such items are wholly or partially located within a Unit and designed and installed to serve only such Unit with the exception of Owner/Buyer change orders:

(A) All non-load bearing walls and partitions, doors, door frames, door hardware, and windowpanes.

(B) All kitchen equipment and fixtures, including, without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans, and waste disposal units.

(C) All bathroom, lavatory, and plumbing fixtures and equipment, including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and medicine cabinets.

(D) All electrical and lighting fixtures, including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels.

(E) All clothes washers, clothes dryers, water heaters, heating equipment, and air conditioning equipment that serve each Unit.

(F) All floor and wall coverings, including, without limitation, carpeting, tiling, and paint.

(G) All piping, ducts, wiring, cables, and conduits of any kind or type serving only the particular Unit.

7.6 Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the Plat set forth as Exhibit “B” shall control in determining the boundaries of a Unit, except that Section 7.4 above concerning Apertures shall control unless specifically reflected on the Plat.

7.7 Common Elements. All other property that lies outside of the Unit boundary, including all of the real property heretofore described, less and excepting therefrom the Units hereinabove described, is described and referred to herein as the “Common Elements”, which definition includes the multi-family structures and the property on which they are located and specifically includes, but is not limited to, the land, the load bearing walls to the unfinished surface of said walls located within a Unit, and all columns or partitions contributing to the support of the Building, including the roof, main walls, slabs, stairways, walkways, gardens, pumps, generators, water tanks, trees and shrubs, utility lines, guest parking facilities, and equipment.

7.8 Utilities.

7.8.1 The Unit shall not be deemed to include any pipes, wiring, ducts, or other utility installations that are physically within the above-described Unit boundaries but that serve other Units or the Common Elements. Such utility installations shall be Common Elements.

7.8.2 Except for the telephone and cable television lines and equipment that are not part of the Common Elements of the Condominium, no pipes, wires, conduits, or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Unit, nor any of the structural members or portions of any kind, including fixtures and appliances within the Unit, that are not removable without jeopardizing the soundness, safety, or usefulness of the remainder of the Building, shall be deemed to be a part of any Unit. In addition, any utility lines that are located within a Unit and that provide service to more than one Unit shall be considered to be Common Elements, notwithstanding their physical location being within the Unit boundaries. If a wall or roof surface overhangs or part of a Unit encroaches onto the Common Elements, the overhanging or encroaching specific portion of such Unit shall be a part of the Unit.

7.9 Exclusive Use. Each Unit Owner shall have the exclusive use of the Unit.

7.10 Appurtenances. The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described, all of the rights, title, and interest, including, but not limited to:

7.10.1 Common Elements. An undivided 1/30th share of the Common Elements.

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

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

7.11 Limited Common Elements. Certain Common Elements have been or may be designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their use has been designated are as described in this Declaration and as further identified on Exhibit "B". The following Common Elements have been designated as Limited Common Elements:

7.11.1 Covered Motor Vehicle Parking Spaces. There have been designated on the Plat covered carports containing numbered parking spaces. Each Unit has been assigned one (1) covered carport motor vehicle parking space. These covered motor vehicle parking spaces were originally assigned to the exclusive use of specific Units by the Developer and are shown on the Plat with the Unit to which they have been assigned corresponding to the Unit number.

7.11.2 Lanai, Patio, or Balcony (collectively "Lanai"). Each area shown on the Plat as a Lanai, as well as the air space directly over the concrete slab of a Lanai, shall be a Limited Common Element reserved for the exclusive use of the Owner of the Unit adjacent to the Lanai. The structural elements of such Lanais shall be maintained by the Association and the cost thereof shall be a Common Expense. Screening of all Lanais shall be maintained by the Unit Owners having the use thereof, including any floor covering, such as, but not limited to, tile installed originally by the Developer or such replacement tile that has been installed by the Unit Owner on a surface of the Lanai. Any such covering shall remain the personal property and the maintenance, repair, and replacement responsibility of the Unit Owner, and the Association shall not be responsible for any damage thereto in connection with any repair it makes to such Lanai. All Lanais shall be screened. Unit Owners shall not affix anything to a Lanai or extend or enclose a Lanai without the Association's prior written authorization.

7.11.3 Others. Any part of the Common Elements that is connected to and exclusively services a single Unit and is specifically required in Section 8.2 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, whether specifically described above or not. This Section 7.11.3 includes personal storage units, windows, screens, and doors, including all hardware, locks, and frames therefor.

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

8. MAINTENANCE; ALTERATION; IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

8.1 Association Maintenance, Repair, and Replacement Obligation. Generally, the maintenance, repair, and replacement of all Common Elements (except those Limited Common Elements for which this Declaration delegates responsibility to the Unit Owner) and Association Property shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements. The Board shall have the authority to declare Units in the Condominium not available for occupancy, or other portions of the Condominium not available for use, when, in the reasonable discretion of the Board, it is determined that the Units and/or Condominium Property cannot be safely inhabited or used, or when the Units and/or Condominium Property cannot be used for its or their intended purposes due to required maintenance, repair, or replacement of the Units or Condominium Property. In such cases, the Association shall not be liable to any Unit Owner or any other Person for alternative housing costs, lost rent, loss of use, or any other expense or claim.

8.1.1 General Exterior Maintenance. The Association's maintenance, repair, and replacement responsibility shall include Common Elements, including, but not be limited to, drives, parking areas, sidewalks, exterior walls of the Building and the exterior walls of the Building contained within Lanais, exterior painting, roofing, roof gutters, maintenance of parking facilities (except as otherwise provided herein to the contrary), and general exterior maintenance; but shall not include maintenance, repair, and replacement of Limited Common Elements such as windows, sliding glass doors, or hurricane shutters, nor any alteration or addition to the Condominium Property made by a Unit Owner or such Owner's predecessors in title, nor any portions of the Condominium Property exposed to the elements for which this Declaration delegates responsibility to the Unit Owner.

8.1.2 Plumbing and Electrical. Except as may be specifically otherwise provided herein to the contrary, the Association's maintenance, repair, and replacement responsibility includes, without limitation, all electrical conduits and installations located from (but not including) the circuit breaker outward; electrical conduits and installations located within or outside a Unit for the furnishing of utilities to another Unit, more than one Unit, or the Common Elements; and plumbing fixtures and installations located within or outside a Unit for the furnishing of utilities to another Unit, more than one Unit, or the Common Elements. The Association's maintenance, repair, and replacement responsibility does not include electrical fixtures, switches, or receptacles; plumbing fixtures; or other electrical, plumbing, or mechanical installations located within the Unit and serving only that Unit or facilities outside the Unit. Where this Declaration delegates responsibilities to Units served, said items being the maintenance responsibility of the Unit Owners.

8.1.3 Incidental Damage. If, in connection with the discharge of its maintenance, repair, or replacement responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property that the Unit Owner is required to maintain, repair, or replace, the Association shall be responsible for reinstallation or replacement of that item, including cabinetry, drywall, and moldings, to its unfinished state, and excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes; provided,

however, that the Association's obligations are limited to the replacement of items that were part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy, which shall be governed by Article 12 of this Declaration. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including, but not limited to, hurricane shutters that the Association must remove in connection with the maintenance of the Building, although the Association may have shutter reinstallation work performed by its contractor and the Unit Owner will be responsible for reimbursement to the Association as a Charge.

8.2 Unit Owner Maintenance, Repair, and Replacement Obligation. Each Unit Owner is responsible, at such Owner's own expense, for all maintenance, repair, and replacement of the Owner's Unit and those Limited Common Elements serving the Owner's Unit, if so provided herein, whether ordinary or extraordinary, including, without limitation:

8.2.1 Drywall and Finishing. The Unit Owner shall maintain, repair, and replace all drywall situated within the Unit, the finishes thereof (including trim), and the structural framing related thereto, including studs and insulation. In addition, the Unit Owner shall maintain, repair, and replace drywall on the interior side of the exterior boundary walls, and the drywall on the ceiling of the Unit, if any, and the permanent finishes and coatings on the ceiling.

8.2.2 Windows. The Unit Owner shall maintain, repair, and replace the window installations, which includes the window frame and encasement, the plate glass, and all caulking thereof. The Unit Owner shall be responsible for interior window locking and opening mechanisms, the windowsill, and glass breakage due to any cause.

8.2.3 Screens and Frames. The Unit Owner shall maintain, repair, and replace all window screens, screen doors, and Lanai screens (including hardware and framing). If and when approved glass sliders are allowed to be installed, and if and when the approved glass sliders incorporate and include, attach to, or abut the Lanais and frames, the Unit Owner is responsible for the glass sliders, screen, and frames.

8.2.4 Sliding Glass Doors. The Unit Owner shall maintain, repair, and replace the sliding glass doors and the structural components thereof (including frames and fixed panels), the tracks therefore, and all door hardware, including trim and caulking, subject to the provisions of this Article 8.

8.2.5 Electrical. The Unit Owner shall maintain, repair, and replace all electrical fixtures/facilities located within the Unit, which service only the individual Unit; plus all electrical fixtures, apparatus, or installations from and including the circuit breaker inward, which service only that Unit.

8.2.6 Unit Front Door. The Unit Owner shall maintain, repair, and replace Unit front entry door, the door frame, and the door hardware, except that the Association may paint the exterior or entry doors subject to the provisions of this Article 8.

8.2.7 Other Doors. The Unit Owner shall maintain, repair, and replace all other doors and the framing and structural components thereof (including trim, caulking, locks, and hardware) within or servicing the Unit, subject to the provisions of this Article 8.

8.2.8 Hurricane Shutters. The Unit Owner shall maintain, repair, and replace hurricane shutters and the structural components thereof, as well as any other Hurricane Protection products, subject to the provisions of this Article 8.

8.2.9 Electrical, Plumbing, and Mechanical Fixtures. The Unit Owner shall maintain, repair, and replace the electrical, mechanical, and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit, including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.

8.2.10 Appliances. The Unit Owner shall maintain, repair, and replace all appliances.

8.2.11 Heating and Air Conditioning Equipment; Ductwork; Dryer Vents. Each Unit Owner shall be solely responsible for the maintenance, repair, and replacement of all portions of the heating and air conditioning equipment, including compressors, air handlers, ductwork, freon lines, and discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit), and all wiring and piping related thereto that serves the Unit and that is constructed or situated on the Limited Common Elements or, as may be applicable, the Common Elements (for purposes of reference herein, the Unit Owner shall be the owner of such air conditioning equipment and wiring and piping related thereto regardless of such equipment, wiring, and piping being located outside of the physical boundaries of the Unit), and dryer vents to the point of termination (even if exterior to the Unit).

8.2.12 Floor Coverings. The Unit Owner shall maintain, repair, and replace carpeting and other floor coverings throughout the Unit, including on Lanais.

8.2.13 Hardware and Locks. The Unit Owner shall maintain, repair, and replace door and window hardware and locks.

8.2.14 Other Facilities and Fixtures. The Unit Owner shall maintain, repair, and replace all other facilities or fixtures located or contained entirely within a Unit that serve only that Unit, as well as telephone lines and apparatus from the point where a line or apparatus serves only that Unit, and cable television lines and apparatus from the point where such lines or apparatus serve only that Unit, no matter where located.

8.2.15 Plumbing (Incoming). The Unit Owner shall maintain, repair, and replace all incoming plumbing from (and including) the shut-off valve (at hot water) inward.

8.2.16 Plumbing (Outgoing). The Unit Owner shall maintain, repair, and replace outbound plumbing until the point of connection to a vertical disposal, even if outside the Unit boundary.

Any of the above-described areas in Sections 8.2.1 through 8.2.16 that are to be maintained, repaired, or replaced by the Unit Owner, or by the Association at the expense of the benefiting Unit or Units, if located outside of the boundaries of the Unit, are declared Limited Common Elements. Responsibility for maintenance, repair, and replacement of Condominium Property may not coincide with the obligation for insurance of Condominium Property, nor its repair after Casualty, or damage from covered cause of loss under the Association's applicable insurance policy, which are governed by Article 11 and Article 12 hereof, respectively.

8.2.17 Exterior Light Fixtures and Outlets. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of any wiring and electrical outlets, where applicable, and light fixtures affixed to the exterior walls of the Building in which the Unit is located and that exclusively serves the Unit. In addition, each Unit Owner shall be responsible for replacing the necessary light bulbs for said fixtures with the same color and bulb wattage as originally installed or as determined by the Board.

8.2.18 Lanais; Screens and Screen Supports. Each respective Unit Owner may utilize the portions of the Lanai as depicted on the Plat that is constructed adjacent to and connected with a Unit for the exclusive use of such Unit Owner, and the Unit Owner shall be responsible for the maintenance of all items placed within such Lanai. In the event such Lanai contains screening and structures associated therewith, the Unit Owner shall be solely responsible for the maintenance, repair, replacement, and reconstruction of all portions of such screening and the associated structures. The Unit Owner who owns or has the right to the exclusive use of a Lanai shall be responsible for the maintenance, repair, and replacement of the following: Lanai floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building); storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; wiring, electrical outlets, and fixtures on or servicing the Lanai; ceiling fans; and replacement of light bulbs. The Association shall be responsible for structural maintenance, repair, and replacement of Lanai floors, ceilings, railings, and also the Building walls enclosed by the Lanai. Unit Owners may not puncture (by nails, hooks, screws, or otherwise) Lanai floors, walls, or ceilings without obtaining the prior written approval of the Board of Directors.

8.2.19 Assigned Covered Carport Motor Vehicle Parking Spaces. Each Unit Owner shall keep their assigned covered parking space clear and free of dirt, grime, debris, and stains. Other than the Unit Owner's responsibility to keep the aesthetic condition of their assigned parking space clean and presentable, the Association will maintain, repair, and replace the structural components of the parking spaces.

8.3 Additional Unit Owner Obligations Regarding Maintenance, Repair, or Replacement.

8.3.1 In connection with the maintenance, repair, and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair, or replacement that requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification, or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or

appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; and such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property, as determined by the Board.

The Association may condition such approval on criteria as the Board deems reasonable, including, but not limited to:

- (A) Preservation of uniformity of appearance.
- (B) Use of contractors that are properly licensed and fully insured.
- (C) The Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required), that all persons coming into the Condominium Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board.
- (D) The right, but not the duty, of oversight by the Association or its agent.
- (E) The Unit Owner submitting plans as to the scope of the contemplated repair.
- (F) Restrictions as to hours of work.
- (G) Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction and where ingress and egress for construction purposes may take place.
- (H) Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.
- (I) The Unit Owner's agreement to reimburse the Association for any costs reasonably incurred by the Association in connection with its review.

8.3.2 Unit Owners may not engage in "extensive" remodeling work or "heavy" construction activity except with prior approval from the Board of Directors. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors in the Rules and Regulations from time to time, but whether so defined or not, shall include, but not be limited to, activities involving the following:

- (A) Activities involving the use of power equipment such as jackhammers, drills, saws, and the like that create substantial noise, and as may be determined by the Board.
- (B) Activities resulting in the creation of substantial noise that can be heard outside of the Unit, regardless of whether power equipment is used or not, and as may be determined by the Board.
- (C) Activities rendering the Unit uninhabitable during the performance of the work.
- (D) Activities requiring the storage of materials or equipment on the premises outside of the Unit.
- (E) Activities involving the presence of work crews or significant numbers of workers, and as may be determined by the Board.
- (F) Activities requiring the use of scaffolding, booms, or other forms of exterior access.

The Board may waive the prohibition against such work being done in the months of November through April in the case of an emergency or in *de minimus* cases or hardship situations, as determined by the Board, and may permit the temporary staging of scaffolding and other work required for installation or maintenance and repair of hurricane shutters or other Hurricane Protection.

8.3.3 Nothing shall preclude the Association from acting as the Owner's agent and obtaining the services of contractors to perform Unit Owner maintenance responsibilities in the event of an emergency or in non-emergency situations, provided that in non-emergency situations the Association and the Owner so agree, or absent such agreement, when such work is deemed necessary as determined by the Board to facilitate projects involving the Association's maintenance of the Condominium Property. In all such cases the Unit Owner shall be deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a Lien for Charges. Regardless of whether or not Association approval is required for work being done within a Unit, the Unit Owner shall at all times be responsible to ensure that all contractors and other persons performing services for the Unit Owner are properly licensed and insured, including required Worker's Compensation insurance, and that the Condominium Property is kept free from liens. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

8.4 Modifications or Alterations by Unit Owners.

8.4.1 No Owner may make or permit the making of any modifications or alterations to any portion of the Unit visible from the exterior of the Unit, or in any manner change the appearance of any portion of the Common Elements, or undertake any "structural" work or any "structural" modification or alteration, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications

or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole.

8.4.2 “Structural” modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window, or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this Section 8.4, the term “structural” shall also include the addition, removal, or relocation of any duct work, plumbing lines or fixtures; any electrical line or fixture; or the removal, modification, or creation of any interior partition; and shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above. Replacement of cabinetry, appliances, and fixtures with substantially equivalent installations in the same location shall not be deemed “structural” work and shall not require approval of the Association unless a building or other permit is required.

8.4.3 The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration, or addition to the Condominium Property. The Board, in reaching its decision, may consider uniformity of appearance, compatibility with architecture within the Condominium, the quality of the proposed alteration, reasonable objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If the Board determines to permit any modification or alteration that is visible from the exterior of the premises, from any vantage, said modification or alteration must also be approved by the Unit Owners in the manner provided in Section 8.6 of this Declaration, regardless of the cost or expense of such modification or alteration. If any Unit Owner requests approval of any structural modification or alteration, the Association may permit such modification or alteration if same would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein, the structural integrity of the Building, or create a nuisance or disturbance to neighboring Units.

8.5 Additional Responsibility for Modifications or Alterations by Unit Owners. If a Unit Owner (or such Owner’s predecessors in title) makes or has made any modifications or alterations to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and such Owner’s heirs, successors in title, and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair, or replacement of the modification or alteration, and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Any modification or alteration to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association’s maintenance of the Condominium Property. In such cases, the Unit Owner who installed the modification or alteration (and/or such Owner’s successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of a Lien for Charges of equal dignity to the Common Expense lien created by this Declaration or, alternatively, said Owner may be required to remove and reinstall said modification or alteration, if so determined by the Board

of Directors. Further, the Association, its contractors, and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association, or its contractors or agents, although the Association may provide for stricter liability standards in its contracts with contractors.

8.6 Material Alterations by Association. Except as authorized by the Board of Directors, there shall be no material alterations or substantial additions to the Common Elements or Association real property by the Association. Provided, however, that if any such alteration or addition requires or obligates the expenditure of Association funds of more than five percent (5%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a two-thirds (2/3) of the Voting Interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire Voting Interests. Notwithstanding the foregoing, the installation of Hurricane Protection in accordance with the Board adopted specifications for Hurricane Protection for the Building is not considered, and shall not be interpreted to constitute, a material alteration or a substantial addition to any Common Element or Association Property. Regardless of the level of expenditure, necessary maintenance of the Common Elements or Association Property is the responsibility of the Board of Directors. Cellular antennas and similar apparatus, and apparatus to provide communication services or internet services as provided in Section 13.12, may be placed on the Condominium Property as authorized by the Board.

8.7 Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required by this Declaration, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit or Limited Common Elements and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Unit Owner shall be charged for the costs of such activities by the Association (including attorney fees incurred by the Association), which shall be secured by a Lien for Charges.

8.8 Damage Caused by Conditions of the Condominium Property.

8.8.1 Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair, or replacement of the Condominium Property made necessary by such Owner's intentional act or negligence, or by that of any member of such Owner's Family, or his or their Occupants, Guests, Tenants, or Invitees. If any condition, defect, or malfunction existing within a Unit or the Common Elements that the Unit Owner is obligated to insure, maintain, repair, or replace if caused by the Owner's (or the Owner's Family member's, Occupant's, Guest's, Tenant's or Invitee's) acts, negligence, or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Units being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the

Condominium Documents or applicable law, shall be predicated upon the Unit Owner making the claim being adequately insured based on local standards and conditions, whether or not individual Unit Owner insurance is mandated by the Act.

Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss, and without waiving any other remedy of the Association regarding Unit Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability or responsibility on the Association or other Unit Owners (without limitation, the Association shall not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, and condominiums in general, including, but not limited to, damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally required.

If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges.

8.8.2 Responsibilities for Unit Components Reasonably Anticipated to Cause Damage to the Condominium Property if not Properly Maintained. Certain objects or appliances within the Unit or outside the Unit, but serving the Unit and for which the Unit Owner is responsible (Limited Common Elements), pose a particular risk of damage to the Unit they service, to other Units, and to Common Elements if they are not properly inspected, maintained, repaired, and replaced, and certain precautionary actions taken regularly. Listed below are the components within or serving a Unit that the Unit Owner is responsible to maintain, repair, and replace, and that have a high incidence of failure resulting in possible damage to Units they service, to other Units, and to the Common Elements:

- (A) Water heaters
- (B) Water lines serving toilets, sinks, dishwashers, and washing machines
- (C) Air conditioning equipment
- (D) Water supply hoses

The Unit Owner shall have the following responsibilities in regard to the above-listed components that have a high incidence of failure:

8.8.2.1 If a Unit is to be unoccupied for greater than forty-eight (48) hours, the main water shutoff valve located inside the Unit shall be turned off.

8.8.2.2 If a Unit is to be unoccupied for greater than two (2) weeks, the Unit Owner shall have the Unit inspected by a “home watch” service or other responsible person after the first week to ensure that the main water shutoff valve has been turned off, and thereafter on a monthly basis.

8.8.2.3 If a Unit is unoccupied for greater than one (1) week, the air conditioning thermostat must be set in the “automatic” or “on” position, and at a temperature setting no higher than 80 degrees Fahrenheit to prevent mold and mildew. While not mandatory, the installation of a humidistat is recommended as an added preventive measure.

8.8.2.4 The water heater must be inspected once a year and replaced as necessary. When replaced, the Unit Owner is responsible for notifying the Board and the Association’s manager of the date of replacement. If a Unit is unoccupied for greater than (1) week, the circuit breaker for the water heater at the electrical panel shall be switched to “off” to minimize damage if there is a leak.

8.8.2.5 All hoses that deliver water to the toilets and washing machines must be replaced with wire braided mesh hoses no later than December 31, 2024, unless a later date is specified by the Board of Directors.

8.8.2.6 The air conditioning equipment servicing the Unit must be serviced once a year, and the condensation line must be flushed/cleaned regularly (and at least annually) to prevent backups.

8.8.2.7 If Unit damage occurs from failure of a component listed above, or for any other reason whatsoever, it is the obligation of the Unit Owner to notify the Association immediately. Notice shall be by telephone in the event of an emergency, and shall be confirmed in writing in all instances.

8.8.2.8 Failure by a Unit Owner to perform the duties set forth in Sections 8.8.2.1 through 8.8.2.7, inclusive, or to notify the Association of damage, shall create a rebuttable presumption that the Unit Owner was negligent should any of the listed components fail and cause damage within a Unit, to other Units, or to the Common Elements, or should such damage occur due to unreported incidents arising from any source.

8.8.3 Unit Owners are required to report immediately, in writing, to the Board:

(A) Any evidence of water leak or water infiltration or excessive moisture in the Unit, common hallways (if any), and any other Common Elements. If a water leak or water infiltration is observed or detected inside a Unit, the main water shutoff valve should first be turned off and the initial report made in the quickest manner possible (phone, email, in writing).

(B) Any evidence of mold that cannot be removed with a common household cleaner.

(C) Any failure or malfunction in heating, ventilation, or air conditioning.

(D) Any inoperable doors or windows.

Each Unit Owner shall be responsible for damage to the Unit and personal property as well as any injury to the Unit Owner and/or Occupants of the Unit resulting from the Unit Owner's failure to comply with these terms. Each Unit Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Unit if the Unit Owner fails to remediate same and each Unit Owner shall be responsible for the repair and remediation of all damages to the Unit caused by mold. Failure to comply with the above requirements may result in the Association pursuing its rights against the Unit Owner, including the filing of a petition for arbitration or a lawsuit to seek an injunction. In any such action, the Association will seek recovery of all attorney fees and costs incurred to obtain compliance with the Governing Documents.

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

8.9 Combination of Units; Reconfiguration of Units.

8.9.1 Combination of Units. Subject to the prior written approval of the Board of Directors, two contiguous Units may be combined into a single living space. The Board may, in its sole discretion, disapprove such request, or upon a finding that the proposed combining of Units is not in the best interests of the Association.

8.9.1.2 As a condition of approving the combination of Units, the Board may require sealed plans from an Architect or Professional Engineer licensed to practice in Florida certifying to the Association that the proposed work affiliated with the combining of the of Units complies with all applicable laws, codes, and ordinances. The Board may further require such Architect's or Professional Engineer's certification at the end of the work, certifying that the work has been performed in accordance with the plans and specifications and in accordance with all applicable laws, codes, and ordinances.

8.9.1.3 The requesting Owner (and such Owner's successors in title) shall be required to indemnify and hold the Association and all other Unit Owners harmless for any claim of any nature arising from the combination or reconfiguration of the Unit. Should the Board, in its sole discretion, determine that the Association must retain independent professionals to review the request, including, but not limited to, engineers, architects, or attorneys, the Board may also condition approval on the requesting Unit Owner's agreement to reimburse the Association for any such fees and expenses.

8.9.1.4 As a condition of approval, the Board may require that reasonable insurance be procured, at the expense of the requesting Unit Owner, and the Board may require that such insurance name the Association as an additional insured.

8.9.1.5 Units that have been combined shall, after combination, be used only as a Single Family residence (including rental rights), and may not be used as two living quarters. Units that have been combined shall constitute two Units for purposes of sharing Common Expenses, ownership of Common Elements, and voting rights.

8.9.1.6 When Units that have been combined are sold, they shall be sold as a single living quarters unless specifically approved by the Board to the contrary.

8.9.2 Reconfiguration. If combined Units are to be re-configured back into two living spaces, the Board shall have the authority, using the same criteria listed above for combination of Units, to approve the reconfiguration. Without limitation, the Board shall have the authority to require plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association that the reconfiguration of the Units into two living spaces is done in accordance with all applicable laws, codes, and ordinances, and in accordance with the original configuration of the Units.

8.10 Hurricane Protection.

8.10.1 The Board of Directors shall adopt Hurricane Protection specifications for the Condominium, which shall include color, style, and other factors deemed relevant by the Board. All such Hurricane Protection specifications adopted by the Board shall comply with the applicable building code. Subject to the provisions of Section 718.3026 of the Act, and the approval of the Voting Interests as may be required by the Act, the Board may install hurricane shutters or other forms of Hurricane Protection that complies with or exceeds the applicable building code, or both, except that a vote of the Owners is not required if the maintenance, repair, and replacement of hurricane shutters or other forms of Hurricane Protection are the responsibility of the Association pursuant to this Declaration.

8.10.2 If any Unit Owner wishes to install hurricane shutters different from the shutters provided by Association, they must first receive written permission from the Board of Directors. The installation, replacement, operation, repair, and maintenance of such shutters in accordance with the procedures established herein by the Board is the sole responsibility of the Unit Owner and shall not be deemed a material alteration of the Common Elements.

8.10.3 Pursuant to Section 718.113.(5)(e) of the Act, the removal or reinstallation of Hurricane Protection, including, without limitation, exterior windows, doors, and other apertures, is the responsibility of the Unit Owners, and if the Association completes any such removal or reinstallation for an Owner's Unit, then the Association may charge the Owner as Charge that is enforceable as an Assessment and may be collected in the same manner as an Assessment.

8.11 Hurricane Season. Unit Owners who plan to be absent from their Unit during the hurricane season must designate a responsible firm or individual to operate the hurricane shutters,

clear the Lanai of movable objects, and care for the Unit should the Unit suffer damage from the hurricane.

9. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 5 and elsewhere in the Condominium Documents.

9.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments and Charges coming due while such person or entity is the Unit Owner. Except as provided in Section 9.5, any person or entity that acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for such predecessor's share of the Assessments and Charges, including interest, late fees, attorney fees, and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

9.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late fees, reasonable attorney fees, and the costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. To the extent required by law, pursuant to Section 718.121(5) of the Act, the Association shall send a thirty (30) day courtesy reminder letter to each delinquent Unit Owner before the Association can require the delinquent Owner to pay attorney fees incurred by the Association in collecting the delinquent account. If prohibited by the Act, no lien may be filed by the Association against a Condominium Parcel until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered to the Unit Owner pursuant to Section 718.121(4) of the Act. The Association may also accelerate all Assessments or Charges that are accrued but not yet due in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording in the Official Records of the County, the Association's claim of lien shall relate back to the date of the filing of the Original Declaration. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments in the same manner that a mortgage of real property is foreclosed, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

9.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least forty-five (45) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or

Charges. If such notice is not given at least forty-five (45) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those that have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail/return receipt requested addressed to the Unit Owner. If, after diligent search and inquiry, the Association cannot find the Unit Owner or a mailing address at which the Unit Owner can receive the notice, the court may proceed with the foreclosure action and may award attorney fees and costs as permitted by law. The notice requirements of this Section 9.3 are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

9.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears):

9.4.1 The Association may, by written notice to the Tenant with a copy to Unit Owner, and without order of the court, direct rental income from the Unit in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, costs, collection expenses, attorney fees, and receiver fees (if applicable) are paid in full.

9.4.2 As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on an account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the court may direct.

The Association may choose any of these courses of action or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

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

9.6 Possession of Unit. Any person who acquires an interest in a Unit, except first mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

9.7 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against the Owner with respect to the Unit. The Association, its agents, and legal counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Management Firm, or based on reasonable and customary fees charged by legal counsel.

9.8 Lien for Charges. There is created by this Declaration, a common law and contractual lien to secure payment for any service that the Association provides for an individual Unit Owner or expenses that the Association incurs in regard to a Unit Owner and that are not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair, or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities; or to address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to the Common Expense lien, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney fees, costs, and expenses of collection.

9.9. Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, these include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; and acceleration.

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

10.1 Access. The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration; or as necessary to prevent damage to the Common Elements or to any Unit or Units; or to determine compliance with the terms and provisions of this Declaration, the Exhibits attached hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. A pass key must be provided by the Unit Owner to the Association for each Unit entry door and, as may be applicable, air conditioning or utility room or closet and storage unit. The Association may utilize a master key system. When a Unit Owner must maintain, repair, or replace portions of the Condominium Property as provided herein that requires access to another Unit for said purpose, the Unit Owner shall have reasonable right of access, which shall be administered through the Association, under such terms and conditions as the Board deems prudent under the circumstances. The Unit Owner upon whose behalf access has been obtained shall be obligated for the expense of repairing any damage to the Condominium Property or personal property of the Unit Owner. Should a Unit Owner fail or refuse to provide the above-described key or keys or in any way fail to comply or cooperate with this provision, the Board of Directors shall determine a remedy and notify the Unit Owner in writing. In addition, pursuant to Section 718.111(5)3, Florida Statutes, any expense incurred by the

Association in connection with carrying out its duties under this Section 10.1 is chargeable to the Unit Owner and enforceable as an Assessment pursuant to Section 718.116, Florida Statutes, and the Association may use its lien authority to enforce collection of the expense.

10.2 Assessments. The power to make and collect regular and special Assessments and other Charges against Unit Owners, and to lease, maintain, repair, and replace the Common Elements and Association Property.

10.3 Delegation. The power to enter into contracts with others for valuable consideration for maintenance and management of the Condominium Property, and in connection therewith or through its Officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners and perfecting liens for non-payment thereof.

10.4 Regulations. The power to adopt and amend Rules and Regulations covering the details of the operation of the Association and use of the Condominium Property.

10.5 Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property. The power to acquire or transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its Members with the same approval of Unit Owners as is needed to amend the Declaration. No Unit Owner approval shall be required to purchase or mortgage a Unit through foreclosure or deed in lieu of foreclosure. Leasing of Units, Common Elements, or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.

10.6 Membership Agreements. As provided in Article 14, the power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities upon the approval of two-thirds (2/3) of the entire Voting Interests.

10.7 Fees for Use of Common Elements; Other Fees and Deposits. Pursuant to Section 718.111(4) of the Act, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary by the Board, which include, without limitation: (a) fees for the issuance of parking passes or decals; (b) move in/move out fees and damage deposits (if Association agents or personnel have to prepare the elevators, watch the movers, etc.); (c) fees for architectural/engineer review of renovation/alteration plans; (d) fees for hurricane preparation (moving furniture from Lanais, closing and opening shutters when Owner is absent from Unit, and the like); (e) fees for the costs of procuring extra insurance necessary to protect the Association when the Association's approval of a Unit Owner request, or when otherwise appropriate under the Condominium Documents, results in the procurement of such insurance; and (f) fees for internet service, facsimile service, and other services using Association equipment. However, nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services.

10.8 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as determined by the Board of Directors, including, but not limited to, the lease of the Building roof area and other Common Elements for antennas or other telecommunications and similar equipment. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except for fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement, or fees authorized by this Declaration.

10.9 Limitation Upon Liability of Association.

10.9.1 Notwithstanding the duty to maintain, repair, replace, insure, or reconstruct parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damage (other than for the cost of maintenance and repair of items for which the Association is otherwise responsible) caused by any latent or unknown condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

10.9.2 Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant, or user of any portion of the Condominium Property, including, without limitation, residents and their Families, Guests, Tenants, and Invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(A) It is the express intent of the Condominium Documents that the various provisions thereof that are enforceable by the Association, and that govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

(B) The Association is not empowered, and has not been created, to act as an entity that enforces or ensures the compliance with the laws of the United States, the State of Florida, Lee County, and/or any other jurisdiction, or the prevention of tortious or criminal activities; and

(C) Any provisions of the Condominium Documents setting forth the uses of Assessments that relate to health, safety, and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety, and/or welfare of any person or persons, even if Assessment funds are chosen to be used for any such reason.

10.9.3 Each Unit Owner and each other person having an interest in or lien upon or making any use of any portion of the Condominium Property shall be bound by the provisions of this Section 10.9, and shall be deemed to have automatically waived any and all rights, claims,

demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section 10.9.

10.9.4 As used in this Section 10.9, the term “Association” shall include within its meaning all of the Association’s Directors, Officers, Committee members, and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing, or otherwise modifying coverage obligations or subrogation rights of any insurer.

10.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew.

10.10.1 Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that the air conditioning to the Units be set within certain temperature and/or humidity ranges, and may require Owners to take such further actions as the Board deems advisable to control humidity, and mold and/or mildew growth.

10.10.2 The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to, any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income, diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from, or caused by mold and/or mildew accumulation, regardless of the cause of said mold and/or mildew.

10.10.3 Each Unit Owner and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this Section 10.10 and shall be deemed to have automatically waived any and all claims, obligations, demands, damages, causes of action, liabilities, losses, and expenses, whether now known or hereafter known, foreseen or unforeseen, that such person has, or may have in the future, in law or in equity, against the Association, its Officers, Directors, and Committee members, or any person or entity the Association is obligated to indemnify (and without waiving, reducing, or otherwise modifying coverage obligations or subrogation rights of any insurer) arising out of, relating to, or in any way connected with indoor air quality, moisture, or the growth, release, discharge, dispersal, or presence of mold and/or mildew or any chemical or toxin secreted therefrom.

10.11 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Owner’s Unit.

11. INSURANCE. The insurance that shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property, is as follows:

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

11.2 Coverage.

11.2.1 Property Insurance.

11.2.1.1 Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general property, and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements (including Limited Common Elements), the Units, and the personal property of the Association, for the replacement value thereof, including coverage for changes in building codes, if reasonably available and determined commercially practicable by the Board, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion.

11.2.1.2 The Association shall determine the replacement value of the Insurable Improvements through independent appraisal at least every 36 months (i.e., 3 years), so long as required by the Act. The Board shall establish deductibles at a duly noticed meeting of the Board, and shall give notice of such meeting and determine the deductibles as required by the Act, so long as required by the Act.

11.2.1.3 Notwithstanding the foregoing requirements, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11) of the Act. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished mortgage endorsements covering their respective interests upon request.

11.2.1.4 The words “Building” or “Insurable Improvement” in every property insurance policy issued to protect the Condominium Building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or Lanai electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components; and replacements of any of the foregoing that are located within the boundaries of a Unit and serve only one Unit.

11.2.1.5 Each Unit Owner shall procure an adequate HO6 Unit Owner insurance policy to cover those items that the Unit Owner is responsible for insuring. Each Unit Owner shall also be responsible to insure all alterations, modifications, or additions made to the Unit, Limited Common Elements, or Common Elements by the Unit Owner, or the Owner’s predecessor in interest or title.

11.2.2 Flood. The Association shall use its best efforts to obtain and maintain adequate flood insurance for replacement value, less a commercially reasonable deductible as determined by the Board, and less foundation and excavation costs if determined by the Board. The Association will have discharged its responsibility to use its “best efforts” to obtain “adequate” flood insurance if it is able to purchase flood insurance through the National Flood Insurance

Program (NFIP), or through any similar federally-sponsored or related program, or through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area. That notwithstanding, the Board, in its sole and unbridled discretion, is not obligated to procure flood insurance covering any, some, or all of the property and improvements on or within the Condominium Property, under terms, conditions, and coverages the Board, in its sole discretion, determines to be unreasonable.

11.2.3 Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property, and insuring the Association and the Unit Owners as their interest may appear, in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

11.2.4 Fidelity Bond. The Association shall obtain and maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 11.2.4, the term “persons who control or disburse funds of the Association” includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association.

11.2.5 Worker’s Compensation. Such worker’s compensation coverage as may be required by law or deemed advisable by the Board.

11.2.6 Other Insurance. Such other insurance as the Board of Directors may from time to time deem to be necessary, including, but not limited to, Errors and Omissions insurance coverage, Officers and Directors Liability insurance coverage, and insurance for the benefit of the Association’s employees.

11.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features (including, but not limited to, exclusions), as it deems desirable and financially expedient in the exercise of its business judgment and in the method provided by the Act. The deductible and other features shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated.

11.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

11.5 Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall

be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

11.5.1 Proceeds for Damage to Common Elements. Proceeds on account of damage to the Common Elements shall be held in an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

11.5.2 Proceeds for Damage to Units. Proceeds on account of damage to Units shall be held in the following undivided shares.

11.5.2.1 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed in the manner elsewhere stated.

11.5.2.2 When Condominium Building To Be Restored. For the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

11.5.2.3 When Condominium Building Not To Be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

11.5.2.4 Common Elements and Units. When both the Common Elements and those portions of the Units insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to the Common Elements, the Limited Common Elements, and the Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common Casualty or covered cause of loss under the Association's applicable insurance policy, but insufficient proceeds for Casualty or covered cause of loss repairs (including, but not limited to, shortfalls occasioned by the existence of a deductible), such shortfalls shall first be applied to the Common Elements damage, and then to damage to the Units and Limited Common Elements, it being the intent of this Section 11.5.2.4 that when there is a common Casualty loss or covered cause of loss under the Association's applicable insurance policy causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements, and not applied first to Unit damage.

11.5.3 Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply, or have applied, any insurance proceeds to the reduction of a mortgage debt.

11.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

11.6.1 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 cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

11.6.2 Failure to Reconstruct or Repair. If it is determined in the manner provided in Section 12.2 that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article 17.

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

12. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

12.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Element shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

12.2 The Building.

12.2.1 Lesser Damage. If the damage renders less than fifty-percent (50%) of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

12.2.2 Major Damage. If the damage renders more than fifty-percent (50%) of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired unless seventy-five (75%) of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy; provided, however, that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

12.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a material alteration or substantial

addition as described in Section 8.4, and no vote of the Unit Owners shall be required. However, if the application of a governmental regulation or code requires that the Building be elevated to or above the base flood elevation when it is reconstructed, the plans and specifications must be approved by all record Owners and all record lienholders. Such approvals must be obtained within three (3) years after the Casualty, and if such approvals are not obtained, the Condominium shall be terminated in accordance with the procedures in Article 17.

12.2.4 Definition of “Uninhabitable”. For purposes of this Declaration, “uninhabitable” shall mean that the Board of Directors has concluded that the Condominium Property the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the Casualty or covered cause of loss under the Association’s applicable insurance policy through available insurance proceeds, plus a special Assessment against each Unit Owner not to exceed ten percent (10%) of the average fair market value of the Units, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace at the Unit Owner’s expense. A governmental agency’s declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are “habitable”, a resolution enacted by the Board shall be binding on all parties unless wholly arbitrary or contrary to law.

12.3 Responsibility. All reconstruction work after a Casualty or covered cause of loss under the Association’s applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Directors. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of the work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be as set forth in Section 12.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Section 8.7, in which event the Unit Owner shall be charged for the costs of such activities by the Association (including attorney fees incurred by the Association), which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents (i.e., a Lien for Charges).

12.4 Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall promptly obtain reliable and detailed estimates of the cost to rebuild or repair.

12.5 Assessments. The cost of reconstruction after Casualty for those portions of the Condominium Property required to be insured by the Association shall be considered a Common Expense, pursuant to Section 718.111(11)(j) of the Act. However, any cost of repair,

reconstruction, or replacement of portions of the Condominium Property that is not caused by a Casualty or covered cause of loss under the Association's applicable insurance policy (as determined by the Board of Directors) shall be repaired, and said costs allocated pursuant to the general maintenance, repair, and replacement provisions of this Declaration.

12.6 Damage Caused By Wear and Tear of the Condominium Property. Damage to the Condominium Property that is not caused by a Casualty as defined in Section 1.9 or a covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 8 and shall not be subject to this Article 12.

12.7 Termination of Condominium if Not Reconstructed. If the Owners vote not to reconstruct the Condominium by vote described in Section 12.2.2, the Condominium shall be terminated in accordance with the procedures set forth in Article 17.

12.8 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in connection with emergency conditions:

12.8.1 To determine after a Casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Section 12.2, such decision shall be based upon the advice of emergency management officials or a licensed professional.

12.8.2 To declare any portion of the Condominium Property or Association Property unavailable for occupation by Owners, Family members, Tenants, or Guests after Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

12.8.3 To mitigate damage and take action to prevent the spread of fungus (including, but not limited to, mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items), and to remove personal property from the Unit and dispose of damaged property or store such property onsite or at an offsite location, with the Owner responsible for reimbursing the Association for items for which the Owner is responsible but that may be necessary to prevent further damage. The Association shall bear no liability for such actions if taken in good faith.

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

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

12.8.6 To adopt by Board action emergency Assessments, with such notice as deemed practicable by the Board.

12.8.7 To adopt Emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, with notice given only to those Directors with whom it is practicable to communicate.

12.8.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

12.8.9 To exercise all emergency powers set forth in the Act.

13. USE RESTRICTIONS. Use of the property submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

13.1 Units.

13.1.1 Each Unit shall be used as a Single Family residence, as defined in Section 1.26, and shall at any time be occupied by only one Family, its servants, and Guests, as a residence and for no other purpose. No business, commercial activity, or profession may be conducted from any Unit, nor may the name of the Condominium or the address of any Unit be publicly advertised as the location of any business. However, this restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library; from keeping personal, business, or professional records in the Unit; or from handling personal, business, or professional telephone calls or written correspondence in and from the Unit as one would do in a typical home office. Such uses are permitted and expressly declared customarily incident to residential use.

13.1.2 This Section 13.1 is, however, intended to prohibit commercial or business activity by a Unit Owner that would unreasonably disrupt the residential ambiance of the Building, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Condominium by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients.

13.1.3 No Unit may be divided or subdivided into a smaller Unit, nor any portion sold or otherwise transferred.

13.1.4 No more than six (6) persons may permanently occupy a Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than fourteen (14) nights during a calendar year.

13.1.5 No Person may occupy or otherwise be present within a Unit, or otherwise be present on the Condominium Property as a Family member, Occupant, Tenant, Guest, or Invitee if such Person has been convicted of, pled no contest to, or has been released from incarceration, probation, or community control for:

(A) A capital, first or second degree felony involving violence to Persons within the past ten (10) years.

(B) A first or second degree felony involving illegal drugs within the past ten (10) years.

(C) Any drug offense involving the manufacture and/or distribution of illegal drugs, regardless of when the conviction, plea, or release occurred.

(D) A felony involving sexual battery, sexual abuse, or lewd and lascivious behavior, regardless of when the conviction, plea, or release occurred.

(E) Has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred.

(F) Is currently on probation or community control for a felony involving violence to another person or damage to or theft of property.

13.2 Nuisance; Smoking. The Condominium Property shall not be used for any immoral, improper, or unlawful purpose, and no use or behavior shall be allowed that will create a public or private nuisance, that shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, that becomes a source of annoyance to the Condominium residents, or that will increase insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of the residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances. No smoking of any kind is allowed on Lanais.

13.3 Signs. Other than a “For Sale”, a “For Rent”, or an “Open House” sign (which may be posted only on the day of and during the hours of the “open house”), that has been pre-approved by the Board in writing, no person may post or display any signs, banners, advertisements, or the like, in the window of any Unit, anywhere outside the Unit on the Condominium Property, or within or on any vehicles. The foregoing includes signs on the interior of a Unit that are visible from the exterior of the Unit. If any sign is erected in violation of this provision, the Board shall have the right to remove it at the Unit Owner’s expense.

13.4 Motor Vehicles; Parking.

13.4.1 Vehicle parking spaces shall be used solely and exclusively for the purpose of parking. No motor vehicle shall be parked anywhere on the Condominium Property except within its assigned covered parking space or within uncovered Guest parking spaces situated adjacent to the Terrace IV Condominium and intended for the use of Terrace IV and other nearby adjacent condominiums. All vehicles must be parked entirely within the parking space and no vehicle may protrude outside of the parking space. Vehicles may not be parked in such a manner that the bumper or any part or attachment to the vehicle extends beyond the parking space and overhangs into the parking lot. Oversized vehicles that do not leave enough room on either side for access in the assigned covered parking spaces must be parked in Guest parking. Any vehicle

that does not fit within a parking space and/or protrudes outside of the parking space is considered in violation and is not allowed to be parked on the Condominium Property.

13.4.2 No trucks or vehicles that are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, buses, campers, motorcycles, electric bicycles, electric motor scooters, electric mopeds, golf carts, or off road vehicles may be parked, kept, or stored anywhere on the Condominium Property. Trailers, boat trailers, house trailers, campers, travel trailers, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be parked or kept on the Condominium Property. For the purpose of the foregoing sentence, the term “kept” shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less.

13.4.3 All vehicles of Guests (which includes the Owner’s Family members) shall be parked in the Unit Owner’s assigned numbered parking space or in parking spaces designated as Guest parking. Unit Owners, Tenants and residents may not store any vehicles in areas designated for Guest parking. When a Unit Owner leases or rents their Unit, the Lessee shall be entitled to park their motor vehicle in the Unit’s assigned covered parking space and the Unit Owner must remove all of their motor vehicles from the Condominium Property. Bicycles, gas powered motor scooters, and gas powered mopeds, must be parked or stored in bicycle racks located in the areas so designated for use as such. No electric bicycles, electric motor scooters, or electric mopeds are permitted anywhere on the Condominium Property. If gas powered motor scooters or mopeds are to be stored inside a Unit, the gasoline must be drained and stored outside, away from the Building.

(A) **“Commercial Vehicle”** means all vehicles of every kind whatsoever (including regular passenger vehicles) that, from viewing the exterior or any portion of the vehicle, shows or tends to show any commercial or charitable institution markings, signs, displays, tools, toolboxes, bins, equipment, racks, altered beds, ladders, or apparatus, or otherwise indicates a commercial or other non-personal use. Any vehicle that contains exterior graphics or markings (including those that are painted or wrapped in vinyl), or bears signage, logos, phone numbers, advertising, or internet/website addresses shall be considered commercial vehicles. Vehicles not primarily designed for family transportation (including, but not limited to, limousines and hearses) shall be considered commercial vehicles, whether or not actually so used for the purpose for which the vehicle was originally designed. This provision shall not apply to the temporary parking of trucks, commercial vehicles, and open-bed vehicles used by outside vendors to furnish commercial services to the Condominium Property, the Units, or Common Elements. For purposes of this Section 13.4.4(A), temporary means less than twelve (12) hours.

(B) **“Truck”** means any motor vehicle that is designed and used principally for the carriage of goods, and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform, or rack has been enclosed by a cap, “topper”, or other enclosure. This definition shall specifically permit or allow non-commercial “pickup trucks” to be parked on Condominium Property and permit and allow passenger “custom” and like mini-vans (provided same are not “commercial” vehicles, as defined above) currently marketed under manufacturers’ name plates such as Chrysler Pacifica, Honda Odyssey, or Toyota Sienna, and all other vehicles of similar design, and custom passenger vans.

The term Truck does not include “Jeeps” and other similar sport utility vehicles (SUVs) if same do not have a cabinet box, bed, platform, or rack (as described above), and if same are not “non-passenger” vehicles (as described elsewhere below), such as Ford Explorers, Chevrolet Tahoes, Jeep Cherokees, Honda Pilots, and the like.

(C) “**Camper**” means all vehicles, vehicle attachments, vehicle toppers, trailers, or other enclosures or devices of any kind whatsoever manufactured, designed, marketed, or used for the purpose of camping, recreation, or temporary housing of people or their personal property.

(D) “**Trailer**” means any vehicles or devices of any kind whatsoever that are manufactured, designed, marketed, or used to be coupled to or drawn by a motor vehicle.

(E) “**Bus**” means all vehicles of any kind whatsoever (including vans) manufactured, designed, marketed, or used as a bus for transport of nine (9) or more passengers (including the driver), or the carriage of goods.

(F) “**Moped**” means any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider, and designed to travel on not more than three (3) wheels, with a motor rated not in excess of two (2) brake horsepower and not capable of propelling the vehicle at a speed greater than thirty (30) miles per hour on level ground; and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed fifty (50) cubic centimeters. No electric mopeds are permitted to be kept or stored anywhere on the Condominium Property. If a gas powered moped is to be stored inside a Unit, the gasoline must be drained and stored outside, away from the Building.

(G) “**Motorcycle**” means any motor vehicle on two or three wheels propelled by an engine, and shall include “ATV’s”, motor scooters, motorcycles, and mopeds powered by engines of ½ horsepower or more.

(H) “**Motor Scooter**” means any two (2) wheel self-propelled vehicle, other than a bicycle, motorcycle, or moped, whether used for highway or off-road travel. No electric motor scooters are permitted to be kept or stored anywhere on the Condominium Property. If a gas powered motor scooter is to be stored inside a Unit, the gasoline must be drained and stored outside, away from the Building.

(I) “**Motor Home**” or “**Recreational Vehicle**” means any vehicle that is self-propelled, built on a motor vehicle chassis, and is primarily manufactured, designed, marketed, or used to provide temporary living quarters for camping, recreational, or travel use. Vehicles satisfying the foregoing criteria and that contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

(J) “**Golf Cart**” means any motorized or electronic vehicle designed and manufactured for operation on a golf course, or other unlicensed, non-street conveyance used for sporting or recreational purposes.

(K) **“Off-Road Vehicle”** means all vehicles or conveyances that are primarily designed or marketed for non-highway recreational, commercial, or construction use. By way of example, but not limitation, “ATVs”, “dune buggies”, “souped-up” passenger vehicles, “dirt bikes”, “mini-bikes”, “monster trucks”, “swamp buggies”, excavators, backhoes, and bulldozers shall be considered off-road vehicles.

In addition to the foregoing, the Board of Directors may adopt rules and regulations and/or limit the size, weight, and other dimensions of permitted vehicles and where same may be parked and operated on Condominium Property.

13.4.5 No vehicle that is not currently licensed or cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours. As used in this Section 13.4.5, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida, or another state, as the case may be. If the Board, or any of the Board’s agents, has reasonable cause to believe that a vehicle is unable to operate on its own power, then a sticker shall be affixed thereto notifying the owner of the vehicle that the vehicle is considered to be in violation of the Condominium Rules and Regulations. The owner of the vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the owner of the vehicle cannot so demonstrate or does not contact the Board or the Board’s agent, the vehicle may, at the discretion of the Board, be towed at the vehicle owner’s expense.

13.4.6 A speed limit of ten (10) miles per hour applies through the Condominium Property. Unnecessary vehicle noises are not permitted on Condominium Property.

13.4.7 Vehicle maintenance is not permitted on the Condominium Property. For purposes of this Section 13.4.7, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, and body maintenance or repair. Cleaning the interior of the vehicle, waxing the vehicle, and checking fluid levels is permissible. Exterior vehicle washing is only permitted in areas designated for exterior vehicle washing on P1. Emergency repairs to vehicles such as battery replacement or changing a flat tire is allowed.

13.4.8 In order to ensure accessibility to the Condominium Property by fire, ambulance, law enforcement, and other emergency personnel, the Board of Directors shall have the authority to establish parking policies. Said restrictions shall become enforceable upon providing each Unit Owner with notice thereof, either through written notice to the Owners or the posting of signs.

13.5 Outdoor Cooking and Barbequing. No individual propane barbeque grills or gas cooking apparatus shall be permitted anywhere on the Condominium Property except in the designated grill area or in other areas as designated and/or permitted by the Board.

13.5.1 Unless expressly permitted by the Board and the local Fire Marshall, no gas grills may be used or stored on Lanais, and no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used, kindled, or stored on any Lanai or under any overhanging portion or within ten feet (10’) or three (3) meters of any structure.

13.5.2 If permitted by the local Fire Marshall, and only to the extent also permitted by the Board, a small gas grill with a small propane tank (no larger than 16.4 oz. or 1.02 lbs.) can be used if it is set up ten feet (10') or more from the Building. (This type of grill is also referred to as a "Hurricane Grill" and is commonly used for camping with a small green propane tank.)

13.6 Flags. Any Unit Owner may display one (1) portable, removable United States Flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display, in a respectful way, portable, removable official flags not larger than 4½ feet x 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

13.7 Guest Occupancy. A "Guest" is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or the Owner's respective Family members for the purpose of visiting the Unit Owner or the Owner's respective Family members or for utilizing the Condominium Property. Guests are not permitted to bring a pet of any kind to the Condominium. Use or visitation without consideration (i.e., payment) distinguishes a Guest usage from a tenancy. There are various types of Guest uses, which are regulated as follows:

13.7.1 Non-Overnight Visitation by Guests When Unit Owner is in Residence. There is no restriction against this type of Guest usage, provided that it does not create a nuisance or annoyance to other residents of the Condominium, nor prevent their peaceful enjoyment of the premises. The Association may restrict Guest visitation relative to convicted felons, including, but not limited to, registered sex offenders. Non-overnight Guests need not be registered with the Association, but may be subject to access controls or procedures used generally. Non-overnight Guests shall be entitled to use the Condominium facilities only when accompanied by the Unit Owner (or an adult resident member of the Unit Owner's Family). The Board may establish additional restrictions on non-overnight Guest usage of the Condominium facilities, such as maximum numbers of Guests who may use common facilities, maximum numbers of common facility usages per Guest, and the like. Guests are not permitted to use the Condominium facilities unless the Owner is in residence.

13.7.2 Overnight Guests When Unit Owner is in Residence. Unit Owners and their respective Family members may have related or unrelated overnight Guests so long as the Unit Owner is in simultaneous residence. There is no requirement for registration of overnight Guests with the Board, but they may be subject to access controls or procedures used generally. The Association may restrict or prohibit Guest visitation by convicted felons, including, but not limited to, registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) adults (including the Unit Owner and the Owner's Family members) sleep overnight in any Unit.

13.7.3 Non-Overnight Guests in the Absence of the Unit Owner. Unit Owners are not permitted to have non-overnight Guests when the Unit Owner is absent from the Condominium. Unit Owners may have their Units inspected by caretakers, non-resident family members, etc. However, such individuals shall not be permitted to use the Condominium facilities.

13.7.4 Overnight Guests in the Absence of the Unit Owner. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the following

conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

(A) **Non-Related Overnight Guests** in the absence of the Owner will be limited to two (2) occupancies per calendar year. The total number of non-related Guest overnight stays in any calendar year is thirty (30) days in the aggregate for that calendar year. The limitation of Unit density in Section 13.7.2 applies. Ten (10) days' prior notice to the Association is required.

(B) **Related Overnight Guests** may occupy a Unit in the absence of the Owner. For the purpose of this Section 13.7.4(B), "related" means all persons who are staying in the Unit on an overnight basis in the absence of the Owner, and are related to the Unit Owner or Primary Occupant by blood, marriage, adoption, or domestic partnership, to the following degree: parent, grandparent, child, grandchild, or sibling. Related overnight Guests are not permitted to bring pets. The limitation on Unit density in Section 13.7.2 above applies. Fourteen (14) days prior notice to the Association is required.

13.7.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Section 13.7 governing Guest occupancy. If the Board suspects Unit Owners are circumventing rental restrictions by receiving consideration and remuneration for occupancies that are held out as Guest occupancies, the Association may require Guest Occupants to submit proof of familial relationship or other relationship demonstrating that of a Guest, an affidavit as to absence of any payment for the right to occupy the premises, or other proof that the leasing restrictions of Article 15 are not being violated. In addition, the Board may temporarily suspend or permanently ban a Guest from entering the Condominium Property if the Board finds that such Person has engaged in a serious violation of the Condominium Documents or applicable law on the Condominium Property. Such decision of the Board shall be final and shall not be subject to any requirement for a hearing before any type of Committee.

13.8 Hazardous and Flammable Materials. No flammable, combustible, or explosive fluid, chemical, or substance shall be kept on the Property, except such as are required for normal household use.

13.9 Animals.

13.9.1 Harboring, keeping, or having any pets is a privilege and not a right. Tenants, lessees, or renters are prohibited from having any pets. Only Unit Owners are allowed to keep or harbor pets in their Unit. No pet shall be kept outside a Unit or on any Lanai. The Association may promulgate rules and regulations from time to time designating rules necessary to regulate pets.

13.9.2 Generally, the number, kind, and size of acceptable pets is as follows:

(A) No more than two (2) domesticated and otherwise acceptable breed of dogs weighing a maximum of twenty-five (25) pounds each; or

(B) No more than two (2) domesticated house cats; or

(C) One (1) domesticated and otherwise acceptable breed of dog weighing a maximum of thirty (30) pounds; or

(D) One (1) domesticated house cat and one (1) domesticated and otherwise acceptable breed of dog weighing no more than twenty-five (25) pounds.

13.9.3 Under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular the “Pitbull” (as hereinafter defined), Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A “Pitbull” is defined as any dog that is an American Pitbull Terrier, American Staffordshire Terrier, a Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics that substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property. Pets may not be kept, bred, or maintained for any commercial purpose anywhere in or on the Condominium Property.

13.9.4 Trained service animals will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. Emotional support animals must have a letter from a qualified healthcare practitioner indicating the person seeking such accommodation has a disability-related need for such animal and such requests will be considered on a case-by-case basis. The guide, assistance, or emotional support animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. This provision shall apply to the extent permitted by law.

13.9.5 All pets must be temporarily caged, carried, or kept on a leash when outside of a Unit. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. Unit Owners shall immediately pick up and remove any solid animal waste deposited by their pet.

13.9.6 The Unit owner shall compensate any person hurt or bitten by such Owner’s pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Unit Owner must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property.

13.10 Weight and Sound Restrictions.

13.10.1 All Units shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms, or laundry rooms. An Owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet), shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units and must obtain written approval of the Board of Directors prior to making any such installation. In all events, each Unit is required to comply with Rule V of the Rules and Regulations Governing Hard Flooring as set forth in the Rules and Regulations. If prior approval is not obtained, 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 Unit Owner.

13.10.2 The installation of any improvement or heavy object must be submitted to and approved by the Board and be compatible with the overall structural design of the Building.

13.10.3 The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used on Lanais. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building.

13.10.4 Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Board of Directors has the right to require immediate removal of all violations.

13.11 Window Décor. Window treatments shall consist of draperies, blinds, decorative panels, or other tasteful window covering. No newspaper, aluminum foil, sheets, or other temporary window treatments are permitted except for periods not exceeding two (2) weeks after a Unit Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. Reflective or foil window treatments are prohibited. Window tinting is permitted provided that the type and method of tinting is first approved in writing by the Association.

13.12 Antennas; Aerials; Satellite Dishes. No outside television, radio, or other electronic towers, antennas, aerials, satellite dishes, or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed, or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, unless expressly approved in writing by the Association and the Community Association, except that this prohibition shall not apply to those satellite dishes that are one meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. Permissible dishes must be installed either within the Unit boundary or within or on Limited Common Elements, and no mounting of hardware or wiring can pierce the Common Elements. The Association is empowered to adopt rules governing the types of antennas, and restrictions relating to safety, location, and maintenance of antennas. The Association may

also adopt and enforce reasonable rules limiting installation of permissible dishes or antennas to certain specified locations, not visible from the street or neighboring properties and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennas. Any approved antennas shall be installed in compliance with all federal, state, and local laws and regulations, including zoning, land-use, and building renovations.

13.13 Litter. In order to preserve the beauty of the Condominium, no garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept upon any part of the Condominium Property except in properly sized and closed plastic bags for curbside pickup as required or in closed containers, dumpsters, or other garbage collection facilities deemed suitable by the Board. All containers, dumpsters, and other garbage collection facilities shall be kept in a clean condition with no noxious or offensive odors emanating therefrom.

13.14 Furniture and Pots. All furniture, furnishings, decorations, potted plants, and other movable objects on Lanais or other areas exposed to the elements shall be removed and stored inside when a Unit is unoccupied for more than thirty (30) consecutive days. Such items must also be moved inside when a tropical storm or hurricane watch has been issued for the area. Any such property not placed inside may be retrieved and disposed of. If the Unit has hurricane shutters protecting the Lanai, the Owner is exempt from removing the above-listed items if the shutters are deployed.

13.15 Additional Restrictions. The Amended and Restated Rules and Regulations are attached as Exhibit "E", which may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be, recorded in the Official Records of the County. Additional use restrictions are also contained elsewhere in the Condominium Documents.

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

14.1 Forms of Ownership.

14.1.1 Ownership by Individuals. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

14.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-Owners are other than a married couple or Domestic Partners, the Board shall condition its approval upon the designation of one approved natural person as the "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one change in Primary Occupant will be approved in any calendar year. No time share estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

14.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity that is not a natural person, if approved in the manner provided elsewhere herein. 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 short-term or transient accommodations for several entities, individuals, or families as a timeshare, a shared Unit, a “Fractional Ownership”, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious or charitable organizations, and the like. The approval of a partnership, trustee, corporation, limited liability company, or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the “Primary Occupant.” The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Unit Owner. The Primary Occupant shall be the person entitled to vote on behalf of the Unit and exercise rights of membership. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one change in designation of Primary Occupant will be approved in any twelve (12) month period.

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

14.2 Transfers Subject to Approval.

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

14.2.2 Gift. If any person is to acquire title by gift, such person’s ownership of the Unit shall be subject to the prior approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

14.2.3 Devise or Inheritance. If any person shall acquire title to a Unit by devise, inheritance, or through other succession laws, the continuance of such person’s ownership of the Unit shall be subject to the approval of the Board of Directors.

14.2.4 Other Transfers.

(A) If any person shall acquire title to a Unit by any manner not considered in the foregoing subsections of this Section 14.2, the continuance of such person's ownership of the Unit shall be subject to the approval of the Board of Directors.

(B) If any person shall acquire title in any manner not considered in the foregoing subsections of this Section 14.2, such person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.

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

14.3.1 Notice to Board of Directors.

14.3.1.1 Sale or Other Transfer. A Unit Owner intending to make a bona fide sale or other title transfer of the Unit or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give the Board of Directors at least thirty (30) days' notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits and/or other documentation evidencing the transfer, and such other information concerning the intended grantee and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history (including the cost thereof), a criminal background investigation (including the cost thereof), past residency or employment verification, personal references, a processing fee, and a personal interview with the prospective purchaser and all proposed Unit Occupants.

14.3.1.2 Devise or Inheritance. A Unit Owner who has obtained title by devise, inheritance, or operation of succession laws, shall give to the Board of Directors notice of the acquiring of such title, together with any other information concerning the Unit Owner as the Board of Directors may reasonably require (including such other information as set forth in Section 14.3.1.1 above), and a certified copy of the instrument evidencing the Owner's title.

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

14.3.2 Certificate of Approval.

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

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

14.3.2.3 Approval of Occupant. If the grantee is a corporation, partnership, trust, limited liability company, some other entity, or more than one individual who are not a married couple or Domestic Partners, the approval of ownership by the corporation, partnership, trust, other entity, or multiple persons shall be conditioned upon approval of a Primary Occupant.

14.4 Disapproval by Board of Directors. If the Board of Directors disapproves a transfer or continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

14.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser, and has been disapproved without good cause, as described in Section 14.4.3, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail/return receipt requested to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors, or the Association itself, who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

14.4.1.1 At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value 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 Unit Owner and the other of whom shall be appointed by the Association, 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 shared by the parties.

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

14.4.2 Gifts; Devise; Inheritance; Familial Transfers. If the Unit Owner giving notice has acquired or will acquire title by gift, devise, inheritance, or succession laws, or in any other manner, and if the Board wishes to disapprove the transfer or continuance of ownership without good cause, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail/return receipt requested to the Unit Owner an agreement to purchase the Unit concerned by a

purchaser approved by the Board of Directors, or the Association itself, who will purchase and to whom the Unit Owner must sell, the Unit upon the following terms:

14.4.2.1 The sale price shall be the fair market value determined by agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, or where transfers are made for less than bona fide value, the price 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 Association and the other of whom shall be appointed by the Unit Owner, 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 shared by the parties.

14.4.2.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Unit or provide a purchaser, or if the Association or a purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the disapproval, such transfer of ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval.

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

14.4.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which includes all proposed Occupants) intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.

14.4.3.2 The person seeking approval (which includes all proposed Occupants) has been convicted of or has pleaded no contest to:

(A) A felony involving violence to persons, theft, arson, or destruction of property within the past twenty (20) years.

(B) A felony demonstrating dishonesty or moral turpitude within the past ten (10) years.

(C) A felony involving illegal drugs within the past ten (10) years.

(D) Any other felony in the past five (5) years.

(E) A felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when the conviction occurred.

14.4.3.3 The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when the conviction occurred or when the label occurred.

14.4.3.4 The person seeking approval is currently on probation or community control.

14.4.3.5 The person seeking approval has a record of financial irresponsibility, including, but not limited to, prior bankruptcies, foreclosures, or bad debts.

14.4.3.6 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by such person's conduct in other social organizations or associations, or by such person's conduct in this Condominium, the Heritage Cove community, or other residences as a Tenant, Occupant, Guest, or Owner.

14.4.3.7 The person seeking approval failed to provide the information, fees, or make the appearance required to process the application in a timely manner.

14.4.3.8 The Unit Owner requesting the transfer has had fines assessed against him or her that have not been paid.

14.4.3.9 All Assessments and other Charges against the Unit have not been paid in full.

14.4.4 If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

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

14.6 Exceptions. The foregoing provisions of this Article 14, entitled "Maintenance of Community Interests", shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or other mortgagee approved that acquires its title as the result of owning a first mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. However, a transferee of a first mortgagee shall be required to be approved by the Association and comply with all other terms of the Condominium Documents as a condition of ownership and holding title to a Unit in the Condominium.

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

15. LEASING OF UNITS. All leases or rentals of Units must be in writing. A Unit Owner may lease or rent only the entire Unit, and then only in accordance with this Article 15. The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the Unit Owner or the Unit Owner fails or refuses to follow the required procedures.

15.1 Procedures.

15.1.1 Notice. A Unit Owner intending to lease the Unit must give the Board of Directors (or its designee) written notice of such intention at least ten (10) days prior to the starting date of the Lease or renewal or extension term of the Lease, together with the name and address of the proposed Lessee, a copy of the proposed Lease, an application, and any other requested information that the Board may reasonably require.

15.1.2 Failure to Give Notice. Any Lease entered into without notice, in violation of Section 15.1.1 above shall, at the option of the Board, be treated as a nullity and the Board shall have the power to evict the Lessee by summary proceedings without securing consent to such eviction from the Unit Owner.

15.2 Term of Lease; Frequency of Leasing. The minimum lease or rental term is sixty (60) consecutive days in duration. If a Lessee stays less than the minimum sixty (60) consecutive days during a lease term, the Lessee may not allow someone else to stay in the Unit and the Owner may not enter into a new Lease for the duration of the remaining term of the subject Lease, regardless of whether the Lease is terminated early. No Unit shall be leased more than three (3) times in any twelve (12) month period. No Unit may be used on a "time share" basis. No subleasing or assignment of Lease or rental rights by the Lessee is allowed.

15.3 Time Sharing and/or Web-Based Short Term Rentals (Airbnb; VRBO). No Unit, structure, or a portion of the Condominium shall be subject to any type of time sharing, fraction sharing, or similar program whereby the right to exclusive use of the Unit or a portion of the Unit rotates among members of the program on a fixed or floating time schedule over a period of years. Web-based short term rentals of all or a portion of any Unit is strictly forbidden. In addition, advertising a Unit on any web-based short term rental platform shall be considered a violation of this use restriction.

15.4 Occupancy During Lease Term. No one but the Lessee and the Lessee's family within the first degree of relationship by blood, adoption, or marriage may occupy the Unit.

15.5 Regulation by Association.

15.5.1 The Board of Directors shall have the authority to approve all Leases and renewals or extensions thereof, which authority may be delegated to a Committee of Unit Owners or the Association's management company. The Board shall have the authority to promulgate or use a uniform Lease or rental application and require such other information from the proposed

Lessee as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed Tenants to a Committee or a commercial tenant screening concern.

15.5.2 The Board of Directors shall have the authority, as a condition of granting approval to lease, or any renewal or extension thereof, to require that a prospective Lessee or Unit Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements or Condominium Property. Payment of interest, claims against the deposit, refunds, and disputes under this Section 15.5.2 shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes.

15.5.3 All of the provisions of the Condominium Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a Lessee, Tenant, or Guest, to the same extent as against the Unit Owner. A covenant on the part of each Occupant to abide by the Rules and Regulations of the Association and the provisions of the Condominium Documents, designating the Association as the Unit Owner's agent with the authority to terminate any Lease agreement and evict the Tenants in the event of breach of such covenant, shall be deemed to be included in every Lease or rental agreement, whether oral or written, and whether specifically expressed in such agreement or not.

15.5.4 All leases or rentals shall be on a uniform form of Lease if so promulgated by the Association. Uniform Leases and all other Leases will provide, or shall be deemed to provide, that the Tenants have read and agreed to be bound by the various restrictions contained in this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations. The uniform Lease and all other Leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the Lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Occupant, Guest, Invitee, or other resident fails to abide by the Condominium Documents, the Unit Owner shall be responsible for the conduct of the Tenant, Occupant, Guest, Invitee, other resident, and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring the Tenant's conduct (and that of the Occupants, Guests, Invitees, and other residents) into compliance with the Condominium Documents by whatever action is necessary, including, without limitation, the institution of eviction proceedings, and without notice to cure where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenant's non-compliance with the Condominium Documents (or the non-compliance of other Occupants, Guests, Invitees, or residents), including, without limitation, the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover from the Unit Owner any costs or fees, including attorney fees, incurred in connection with such actions, which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform Lease or other Lease will provide, and all Leases will be deemed to provide,

that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including, but not limited to, all past due Assessments, Charges, other monetary obligations, interest, late fees, attorney fees and costs, and expenses of collection.

15.5.5 Upon receipt of all information and fees required by the Association, the Association shall have the duty to approve or disapprove all proposed Leases within thirty (30) days of receipt of such information seeking approval. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of Leases shall be submitted at least thirty (30) days in advance of the expiration of the Lease agreement. If the Association disapproves a proposed Lease, or renewal or extension of an existing Lease, the Unit Owner shall receive a short statement indicating the reason for the disapproval and the Lease shall not be made, renewed, or extended. The Association shall have no duty to provide an alternate Lessee, nor shall it assume any responsibility for the denial of a Lease application if such denial is based upon any of the following reasons:

(A) The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of or has pleaded no contest to:

(1) A felony involving violence to persons; theft; arson; or destruction of property, within the past twenty (20) years.

(2) A felony demonstrating dishonesty or moral turpitude within the past ten (10) years.

(3) A felony involving illegal drugs within the past ten (10) years.

(4) Any other felony in the past five (5) years.

(5) A felony involving sexual battery, sexual abuse, or lewd and lascivious behavior, regardless of when the conviction occurred.

(B) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency, regardless of when the conviction occurred or when the label occurred.

(C) The person seeking approval is currently on probation or community control.

(D) The application for approval on its face or the conduct of the applicant indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents and may constitute grounds for denial.

(E) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by such person's conduct in other

social organizations or associations, or by such person's conduct in this Condominium, the Heritage Cove community, or other residences as a Tenant, Occupant, Guest, or Unit Owner.

(F) The person seeking approval failed to provide the information, fees, or personal appearance required to process the application in a timely manner.

(G) The Unit Owner requesting the transfer has had fines assessed against such Owner that have not been paid.

(H) All Assessments and other Charges against the Unit have not been paid in full.

(I) The person seeking approval makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

15.6 Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that the Unit Owner may have leased or rented such Owner's interest in the Unit as provided herein.

15.7 Association Fee. The liability of the Unit Owner or Lessee seeking approval of a Lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which, unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a Lease.

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

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

16.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the Article or Section to be amended. New words shall be underlined and words to be deleted shall be ~~struck through~~ with hyphens or lines. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment stating: SUBSTANTIAL REWORDING OF DECLARATION. SEE PROVISION "___" FOR PRESENT TEXT.

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

16.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3) of those Members or Voting Interests present, in person or by proxy, and voting at any duly called meeting of the membership. Amendments correcting errors, omissions, or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

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

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

16.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase and Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of the mortgages on the Unit, shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

17. TERMINATION.

17.1 The Condominium may be terminated under any one of the following alternatives:

17.1.1 Termination Due to Economic Waste or Impossibility. Notwithstanding anything to the contrary in this Declaration, the condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:

(A) The total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or

(B) It becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

It is the intent of this Section 17.1.1 to incorporate Section 718.117(2) of the Act.

17.1.2 Optional Termination. Except as provided in Section 17.1.1, the condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than ten percent (10%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this Section 17.1.2 to incorporate the provisions of Section 718.117(3) of the Act.

17.1.3 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 12, which shall mean that more than one-half the Units in the Condominium are

rendered uninhabitable as determined in the sole discretion of the Board of Directors, the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

17.2 Mortgage Lienholders. Notwithstanding any provision to the contrary in this Declaration or Chapter 718, Florida Statutes, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Section 718.117(16) of the Act.

17.3 Procedures for Termination and Sale. The termination of the Condominium via either of the methods set forth in Sections 17.1.1 through 17.1.3 above shall be as set forth in Section 718.117(4)–(20) of the Act.

17.4 Amendment. This Article 17 may be amended in the same manner in which this Declaration may be amended generally, as set forth in Article 16.

18. CONDEMNATION.

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

18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be decided in the same manner as repair or reconstruction after Casualty, as set forth in Article 12.

18.3 Distribution of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after Casualty. If the Condominium is not terminated after condemnation, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special Assessments as provided below.

18.4 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.

18.5 Units Reduced, But Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that

Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

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

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

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

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

18.6.1 Payment of Award. The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

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

18.6.3 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 recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special Assessment against all of the Unit Owners that will continue as Owners of any Unit after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

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

18.8 Amendment of Declaration. The changes in Units, in the Common Elements, and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment to the Declaration, which amendment only needs to be approved by a majority of all Directors of the Board without a vote of the membership.

19. COMPLIANCE AND DEFAULT.

19.1 Duty to Comply; Right to Sue. The Association, each Unit Owner, and the Owner's Family, Tenants, Guests, Invitees, and all Unit Occupants shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

(A) The Association.

(B) A Unit Owner.

(C) Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant, or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees, and Unit Occupants.

19.2 Attorney Fees. In any legal proceeding arising out of an alleged failure of the Association, a Unit Owner, Family member, Tenant, Guest, Invitee, or Unit Occupant to comply with the requirements of the Condominium Act or the Condominium Documents, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorney fees before trial, at trial, and on appeal.

19.3 No Election of Remedies. All rights, remedies, and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

19.4 Waiver of Application of Condominium Documents. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist that justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as the same may be applied in the future.

19.5 Notice of Lien or Suit.

19.5.1 Notice of Lien. A Unit Owner shall give to the Association written notice of every lien upon the Unit other than for permitted first mortgages, taxes, and special Assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

19.5.2 Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every lawsuit or other proceeding that may affect the title to the Unit, or impose liability on the Association, such notice to be given within five (5) days after the Unit Owner receives actual knowledge thereof.

19.5.3 Failure to Comply. Failure of an Owner to comply with this Section 19.5 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

20. AGE 55 AND OVER COMMUNITY.

20.1 Housing for Older Persons. The Heritage Cove community and the Terrace IV at Heritage Cove Condominium were developed as housing for older persons, as defined in the Fair Housing Amendments Act of 1988 and the Housing For Older Persons Act of 1995 (“Housing Acts”) and the Federal Rules and Regulations (“Federal Regulations”) as promulgated by the Department of Housing and Urban Development (“HUD”). It is more specifically the desire and intention of this community to meet the exemption for housing for older persons as is provided for in 24 CFR Part 100, Section 100.304 (“55 or Over Housing Exemption”). Section 100.304 implements Section 807(b)(2)(c) of the Housing Acts, which exempt housing communities intended and operated for occupancy by at least one (1) person 55 years of age or over per Unit that satisfy certain criteria. In this endeavor, the following occupancy restrictions and procedures shall govern. Further, the Association shall do whatever is required by the Housing Acts and Federal Regulations to publish its intention to comply with, and adhere to, policies and procedures that demonstrate an intent to provide housing for persons 55 years of age or over. The Housing Acts and Federal Regulations, as amended from time to time, are hereby incorporated by reference into this Declaration. Reference to the Housing Acts and to the Federal Regulations in this Article 20 shall mean the Housing Acts and the Federal Regulations, as the same are amended from time to time.

20.2 Fair Housing Definitions.

(A) “Housing Acts” means and refers to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L. 100-430, approved September 13, 1988; 102 STAT. 1619, and the Housing for Older Persons Act of 1995.)

(B) “Federal Regulations” means and refers to the Federal rules and regulations promulgated by the Department of Housing and Urban Development, which became effective on March 12, 1989 and May 3, 1999.

(C) “55 or Over Exemption” means and refers to the exemption for housing for older persons (55 or over housing) as is originally provided for in Section 807(b)(2)(C) of the Housing Acts.

20.3 Minimum Age Restrictions. Permanent occupancy of a Unit shall be restricted as follows, provided that the restrictions contained in the remaining provisions of this Article 20 are met:

(A) No persons under the age of eighteen (18) years shall be permitted to permanently reside in the Units.

(B) However, a person under the age of eighteen (18) years may be permitted to visit and temporarily reside in a Unit for a period of time not to exceed thirty (30) days in the aggregate in any calendar year, nor more than fifteen (15) consecutive days. The visitation time periods shall not be cumulative from year to year. Only overnight visitation shall be considered in the computation. So, by way of example, if an under-aged person visits overnight, two (2) days of visitation shall be computed. If an under-aged person visits during the day only and does not stay overnight, no days of visitation shall be computed.

20.4 Age Restriction.

(A) At least eighty percent (80%) of the occupied Units shall be occupied by at least one (1) Permanent Occupant who is 55 years of age or older, and all Permanent Occupants must be at least eighteen (18) years of age or older. A "Permanent Occupant" shall be defined in these restrictions as a person who occupies the Unit for more than eight (8) weeks in any calendar year.

(B) A surviving or divorced spouse who is a Permanent Occupant under the age of 55 years and who was the spouse of a Permanent Occupant 55 years of age or older will be allowed to remain as a Permanent Occupant. No Owner may rent or sell a Unit unless at least one person who will occupy the Unit is a Permanent Occupant 55 years of age or older. The Board shall have the right to require prior age verification from all prospective occupants..

(C) The Board shall have the right to promulgate from time to time reasonable Rules and Regulations governing the visitation and temporary residence of or use of the Common Elements and facilities by persons under eighteen (18) years of age.

20.5 Guest Visitation Limitation. Use of a Unit by the following Guests of the Permanent Occupant when the Permanent Occupant is not present in the Unit shall be restricted as follows: No Guest shall use or occupy a Unit in excess of thirty (30) days in a calendar year, of which the maximum number of continuous days shall be fifteen (15). Each day as well as part of a day shall be counted in this computation. This Section 20.5 shall be in addition to restrictions pertaining to Guests that may be contained elsewhere in the constituent Governing Documents and Rules and Regulations of the Association, as amended from time to time. The Permanent Occupant shall be considered to not be present in the Unit when the Permanent Occupant does not stay overnight in the Unit along with the Guest.

(A) **Guest.** A Guest means and refers to any person who is visiting a Unit without requirement to contribute money, perform any services, or provide any other consideration to the Owner in connection with such visit/occupancy. A Permanent Occupant of a Unit shall not be considered as a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest of the Unit he or she owns, unless the Owner is visiting a lessee of the Unit.

(B) **Registration of Guests.** All Guests who visit when the Permanent Occupant is not present in the Unit must register with the Association prior to or upon arrival at

Terrace IV at Heritage Cove. The Board of Directors shall be empowered to adopt a form for use in connection with the registration of such Guests and the Guests must sign it. The form shall include an acknowledgment of the following: (i) relationship to the Permanent Occupant; (ii) the intended length of stay; (iii) the Guest has received a copy of the constituent Governing Documents and Rules and Regulations of the Association, or a summation thereof, and agrees to abide by them; and (iv) such other reasonable information as determined by the Board of Directors from time to time. Such Guest shall not be entitled to visit unless the Guest registers with the Association as required in this Section 20.5(B).

(C) **Unauthorized Guest Visit.** Any Guest visit not authorized pursuant to the terms of this Section 20.5 shall be deemed improper, entitling the Association to bar access of the Guest to the Unit and recreational facilities and/or shall entitle the Association to obtain an injunction removing the Guest and such Guest's personal belongings from the Unit.

(D) **Other Restrictions.** The restrictions on Guests in this Section 20.5 shall be in addition to other restrictions that may be contained elsewhere in the constituent Governing Documents and Rules and Regulations of the Association.

20.6 Exceptions to Article 20.

(A) **Surviving Spouse or Cohabitant.** This Article 20 shall not be applicable in the case of the death of the Permanent Occupant whose surviving spouse or cohabitant is under 55 years of age, provided that the surviving spouse or cohabitant resided with the Permanent Occupant at the time of the Permanent Occupant's death. Under such circumstances, the surviving spouse or cohabitant shall be allowed to continue to occupy the Unit irrespective of age, so as to prevent disruption of the lives of surviving spouses and cohabitants under the age of 55. Notwithstanding, however, no persons under the age of eighteen (18) years shall be permitted to permanently reside in a Unit.

(B) **Recipient of Legacy.** The Federal Regulations recognize that the twenty percent (20%) requirement is not intended to exclude all incoming households. Therefore, Section 20.4 shall not be applicable in the event that an Owner of a Unit dies and the Unit is inherited by an individual who is under 55 years of age. The recipient of such legacy and the legacy recipient's household shall be allowed to occupy the Unit. Notwithstanding, however, no persons under the age of eighteen (18) years shall be permitted to permanently reside in a Unit.

20.7 Contract/Covenant. Every Owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement in this Article 20 is met at all times. Even though this occupancy requirement is a contract between the Association and the Owner or lessee, as applicable, the provisions of this Article 20 shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that such Owner's lessees comply with this occupancy requirement.

20.8 Proof of Age.

(A) All persons occupying Units shall deliver to the Association a completed Association form demonstrating proof of age and any other documentation required by the Association.

(B) Any person not providing such documentation when and as requested by the Board of Directors, shall be validly presumed by the Association and by a court of law to be under the age of 55 years, even though the person may actually be 55 years of age or over.

20.9 Remedies for Non-Compliance. The Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in the constituent Governing Documents or Rules and Regulations of the Association.

(A) **Lease of a Unit.**

(1) In the event of a Lease of a Unit wherein the occupancy and other requirements of this Article 20 are not met, the Association shall be entitled to file for and obtain an injunction against the Owner of the Unit and lessees and/or other occupants of the Unit, removing the unauthorized lessees and/or other unauthorized occupants.

(2) The Association shall also be entitled to evict the unauthorized lessees and other unauthorized occupants of the Unit as agent for the Owner. This right of eviction by the Association shall apply only:

(a) After the expiration of seven (7) working days from the date on which the Association mails notice to the Unit Owner by certified mail/return receipt requested, or provides notice by hand delivery; and

(b) Provided that the Owner fails to commence eviction proceedings and fails to so notify the Association within the seven (7) day period.

(3) The Lease shall specify, and if it fails to so specify the Lease shall be deemed to specify, that the lessee and all other occupants shall abide by the constituent Governing Documents for Terrace IV at Heritage Cove and the Rules and Regulations of the Association; and shall specify that the Association has the remedies provided for in this Section 20.9. Costs and attorney fees incurred by the Association in connection with the exercise of its remedies under this Section 20.9, provided that the Association prevails, shall be the responsibility of the Owner of the Unit and, to the extent awarded by a Court under Chapter 83, Florida Statutes, also be the responsibility of the lessee.

(B) **Occupancies Other Than Leases.** If the occupancy requirements of this Article 20 are not met in the event of an existing ownership, in the event of use by Guests, or in the event of a sale, gift, or other transfer of title, the Association may disapprove the transfer and shall be entitled to file for and obtain an injunction against the Owner of the Unit and all occupants of the Unit, removing the unauthorized occupants (including the Owner). If the Association

prevails in any such event, the Owner shall be responsible for costs and attorney fees incurred by the Association in connection with its enforcement of this Section 20.9.

20.10 Registration Required. All Owners must register with the Association at the time of becoming a Member of the Association, and in the case of non-owner lessees or occupants, at the time of the commencement of the Lease agreement, by delivery of the items listed below. Furthermore, no persons shall attain grandfather status under Section 20.6 above unless the person registers with the Association by delivery of the items listed below. The required items are as follows:

(A) A fully completed and signed Association form to be provided by the Association; and

(B) Documentation demonstrating proof of age as provided for in Section 20.8 above; and

(C) In the event of a Lease, a fully-executed copy of the Lease must be delivered if it's not already on file with the Association. It shall be the responsibility of the particular Owner, not the Association, to provide the lessee and/or other occupants of the Unit with the registration form for the lessee and/or other occupants to complete and return to the Association within five (5) days from the date of receipt.

20.11 Additional Occupants. Even though a person under the age of 55 years is given "grandfather" status under Section 20.6(A) above or is provided with an exception under Section 20.6(B) above, this shall not entitle additional persons to occupy the Unit unless:

(A) The additional person is 55 years of age or older; or

(B) The additional person is also accorded grandfather status under Section 20.6(A) above; or

(C) The additional person is legally married to the surviving spouse or cohabitant described in Section 20.6(B) above.

20.12 Non-Occupancy Status. Each Owner or lessee, as applicable, shall notify the Association of any periods of time during which the Unit becomes unoccupied. As used in this Section 20.12, "unoccupied" is defined to mean any intended absence of all permanent residents of the Unit for a period in excess of six (6) months. It is understood that this is a necessary requirement because the Federal Regulations require record keeping of occupied and unoccupied Units.

20.13 Special provisions concerning the Housing Acts and Federal Regulations. Notwithstanding any other provision in this Declaration to the contrary. Upon the affirmative vote of two-thirds (2/3) of the Owners' Voting Interests of the Association, which votes may be evidenced by written agreement or consent, present and voting at a duly called meeting, any one or more of the following amendments to this Declaration may be approved and become effective.

(A) Any amendment that is necessary to enable Terrace IV at Heritage Cove to attain or retain the “55 or Over Housing Exemption” of the Housing Acts.

(B) Any amendment that is necessary to refine those amendments approved by the Association relating to the Housing Acts and/or Federal Regulations.

(C) Any amendment that is necessary to delete any or all amendments approved by the Association relating to the Housing Acts and/or Federal Regulations.

(D) Any amendment that is made that otherwise relates to the Housing Acts and/or Federal Regulations.

21. MISCELLANEOUS PROVISIONS.

21.1 Covenants Running with the Land. The covenants and restrictions as herein contained or forming a part of the Condominium Documents shall be deemed to run with the land.

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

21.3 Heirs, Successors, and Assigns. The Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors, and assigns of all Unit Owners.

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

21.5 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

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

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

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

21.9 Waiver. No provisions contained in the Condominium Documents shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

21.10 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

Ink Engineering

A Division of
LBFH, Inc.

CIVIL
AGRICULTURAL
WATER RESOURCES
WATER & WASTEWATER
TRANSPORTATION
SURVEYING & MAPPING
GIS

"Partners for Results
Value by Design"

3660 Central Ave., Suite 8
Fort Myers, FL 33901
(941) 931-0455
Fax: (941) 931-0456
www.lbfh.com

OR BK 03518 PG 3701

EXHIBIT "A"

DESCRIPTION: TERRACE IV AT HERITAGE COVE, A CONDOMINIUM

PART OF TRACT "E" OF HERITAGE COVE, PHASE I, A SUBDIVISION AS RECORDED IN PLAT BOOK 64, PAGES 90-100 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "G" OF SAID HERITAGE COVE, PHASE I; THENCE S.48°30'18"E., A DISTANCE OF 940.49 FEET TO THE POINT OF BEGINNING ALSO BEING A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 16°47'02", A CHORD BEARING OF N.67°07'31"E. AND A CHORD LENGTH OF 27.73 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 27.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.58°44'00"E., A DISTANCE OF 106.52 FEET; THENCE N.48°12'38"E., A DISTANCE OF 180.92 FEET; THENCE N.42°03'02"W., A DISTANCE OF 141.08 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 497.00 FEET, A CENTRAL ANGLE OF 05°44'05", A CHORD BEARING OF S.47°25'05"W. AND A CHORD LENGTH OF 49.72 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 49.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.50°17'08"W., A DISTANCE OF 106.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 197.00 FEET, A CENTRAL ANGLE OF 25°24'54", A CHORD BEARING OF S.62°59'35"W. AND A CHORD LENGTH OF 86.67 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 87.38 FEET TO THE END OF SAID CURVE; THENCE S.14°18'41"E., A DISTANCE OF 155.43 FEET TO THE POINT OF BEGINNING.

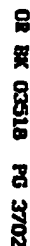
CONTAINING 0.9228 ACRES MORE OR LESS
TOGETHER WITH

PARCEL "B" (COVERED PARKING, A LIMITED COMMON ELEMENT)

COMMENCE AT THE POINT OF BEGINNING OF SAID PARCEL "A" ALSO BEING A POINT ON A CURVE TO THE LEFT HAVING, A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 16°47'02", A CHORD BEARING OF N.67°07'31"E. AND A CHORD LENGTH OF 27.73 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 27.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.58°44'00"E., A DISTANCE OF 106.52 FEET; THENCE S.69°12'40"E. FOR 29.29 FEET TO THE POINT OF BEGINNING; THENCE S.41°47'22"E. FOR 20.00 FEET; THENCE N.48°12'38"E. FOR 100.00 FEET; THENCE N.41°47'22"W. FOR 20.00 FEET; THENCE S.48°12'38"W. FOR 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0459 ACRES MORE OR LESS.

EXHIBIT A



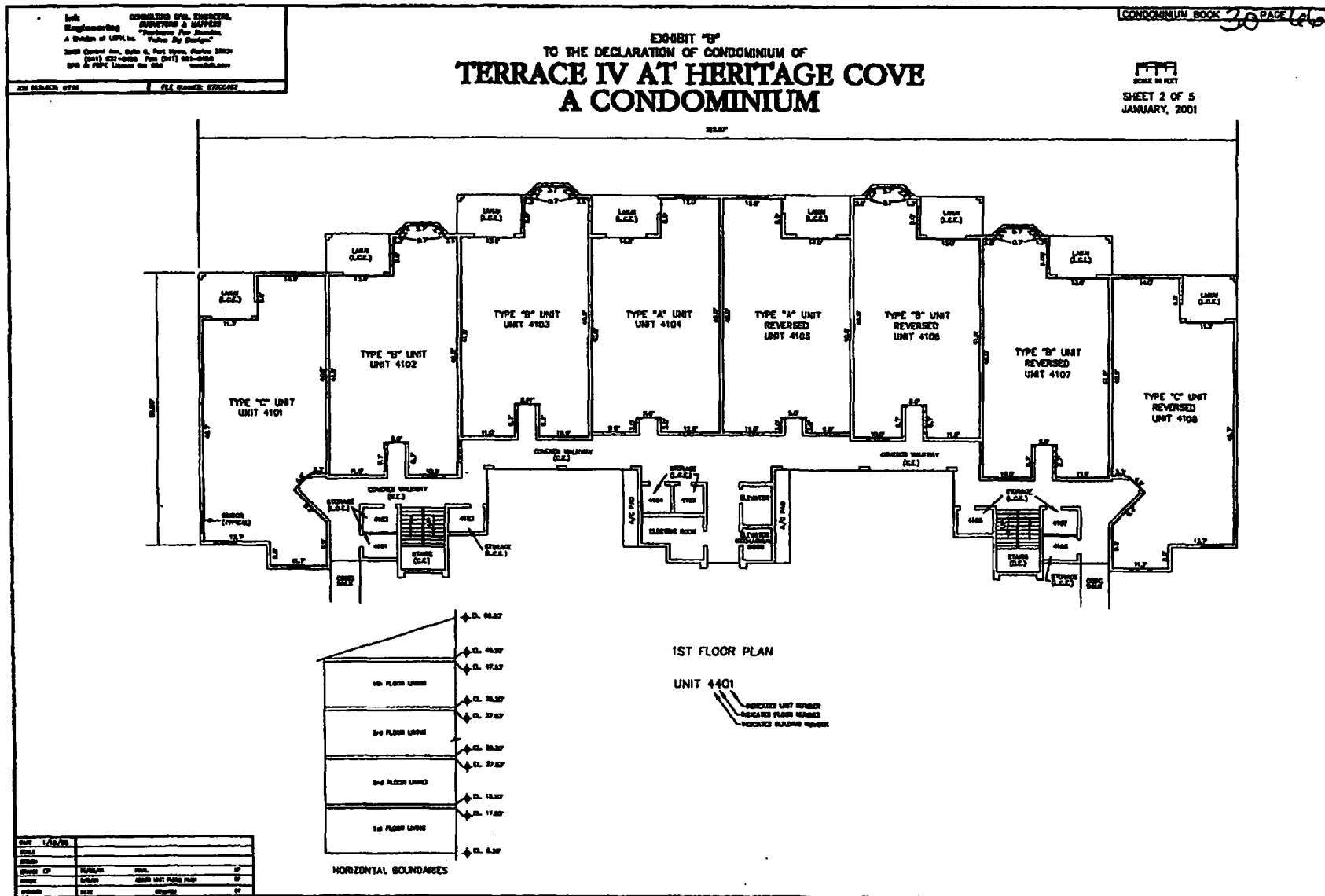
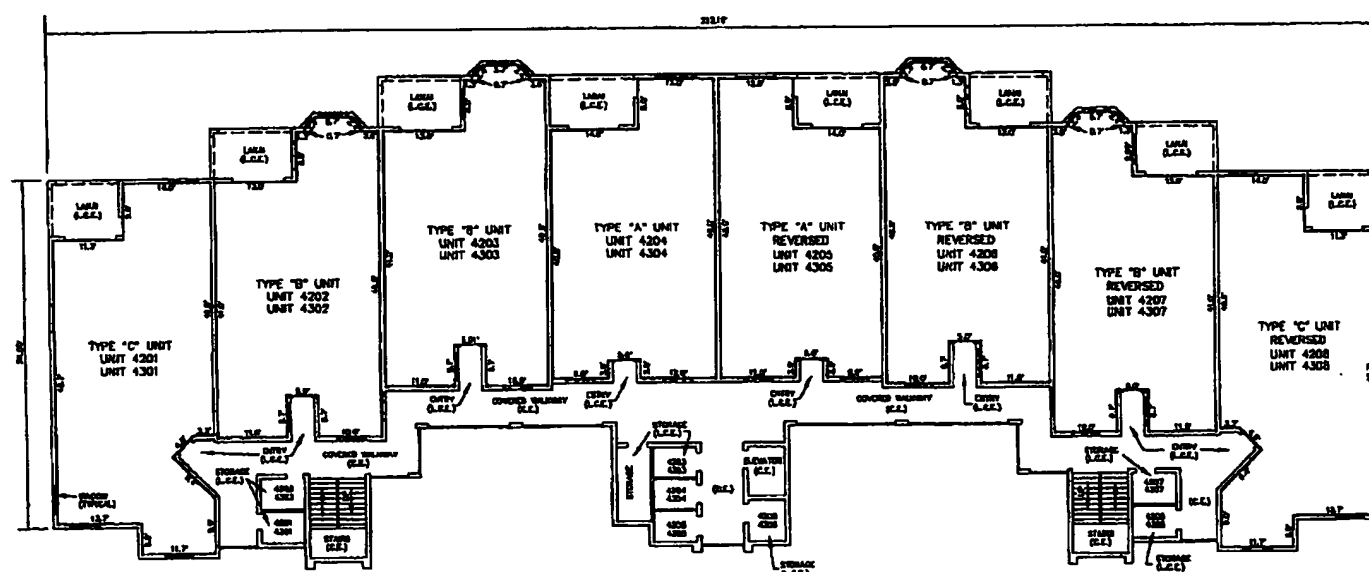


Exhibit B

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
TERRACE IV AT HERITAGE COVE
A CONDOMINIUM

CONDOMINIUM BOOK 30 PAGE 67

SCALE: 1/8" = 1'-0"
SHEET 3 OF 5
JANUARY, 2001



2nd AND 3rd FLOOR PLAN

UNIT 4401
 --- INDICATES UNIT NUMBER
 --- INDICATES FLOOR NUMBER
 --- INDICATES BALCONY NUMBER

Exhibit B

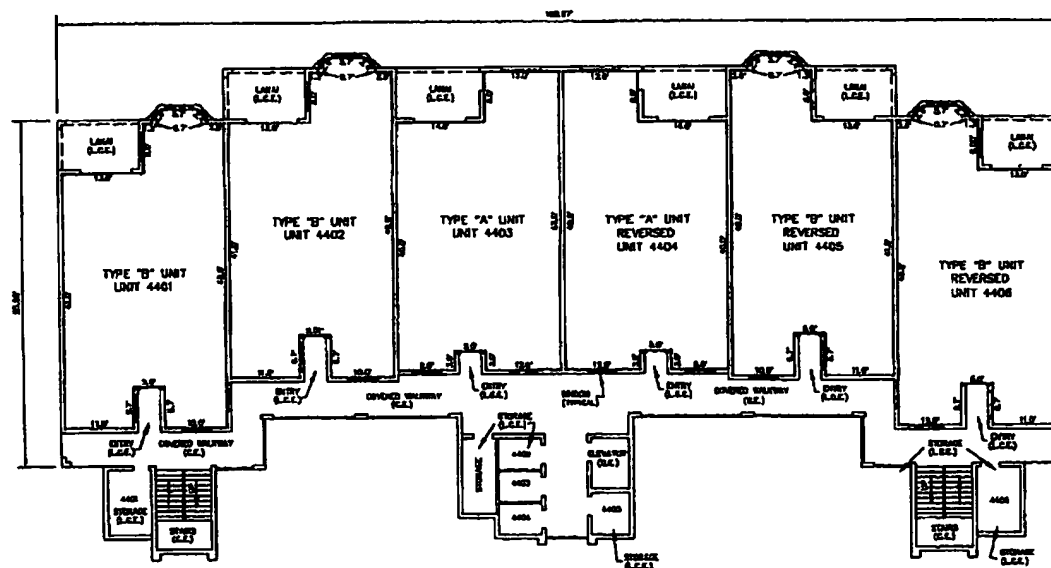
ON BK 02518 PG 3704

DATE	REVISION
1/1/01	1
1/1/01	2
1/1/01	3
1/1/01	4
1/1/01	5
1/1/01	6
1/1/01	7
1/1/01	8
1/1/01	9
1/1/01	10

Ind **CONSULTING CIVIL ENGINEERING,**
ENGINEERING & SURVEYING
Engineering *"Partners For Growth,*
"Partners For Growth,
Take It Simple!"
A Division of LEVE, Inc.
2200 Central Ave., Suite 2, Fort Myers, Florida 33901
(813) 631-0446 Fax (813) 631-0440
WE & YOUR COMPANY ARE ONE www.leve.com

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
TERRACE IV AT HERITAGE COVE
A CONDOMINIUM

SCALE IN FEET
SHEET 4 OF 5
JUNE, 2001



4th FLOOR PLAN

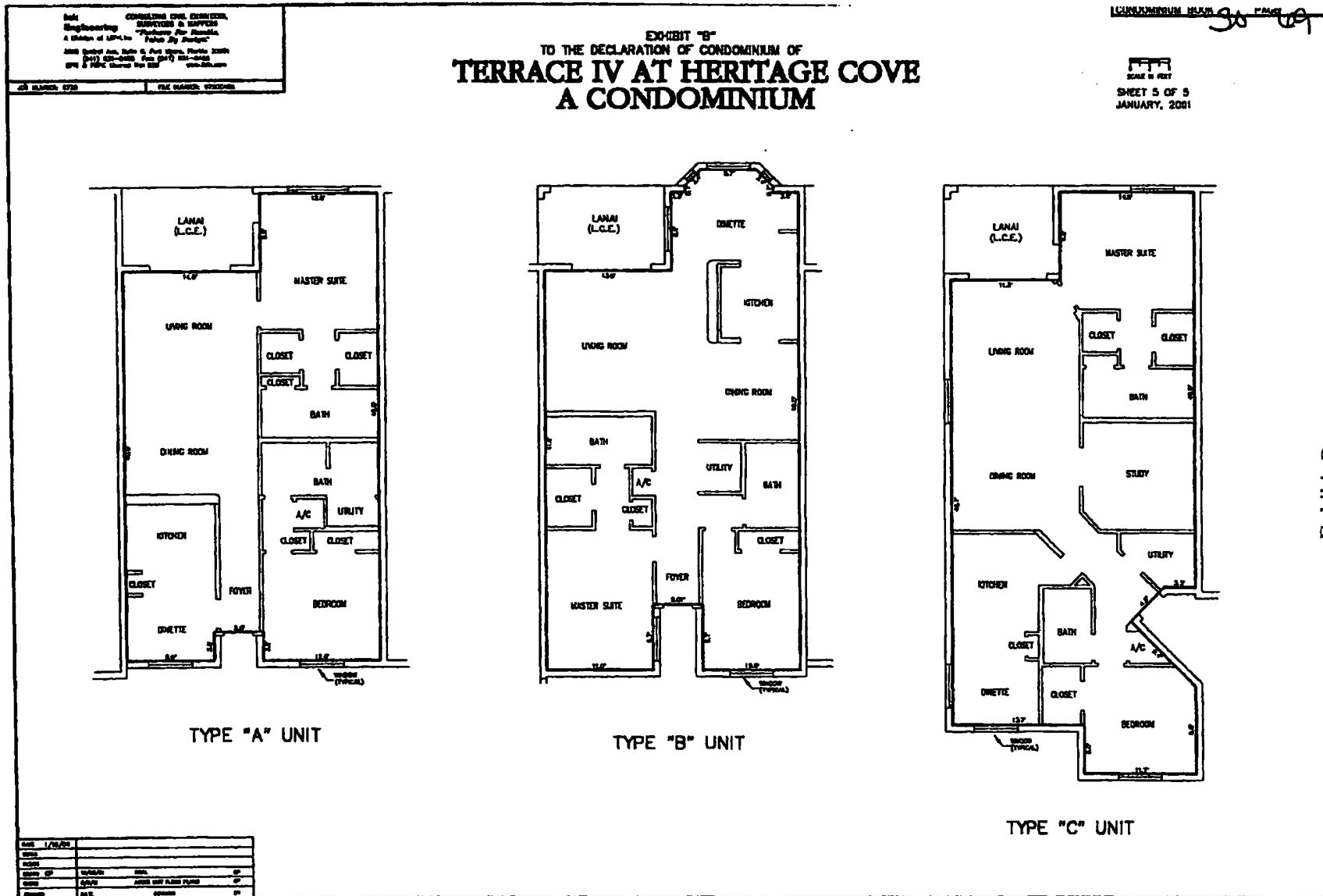
UNIT 4401

INDICATES UNIT NUMBER
INDICATES FLIGHT NUMBER
INDICATES BUILDING NUMBER

NAME	1/26/79		
SSN	1-1-9		
STATUS			
STATUS CP	11/11/78	FILE	SP
DATE			
ADDRESS	DATE	OFFENSE	BY

Exhibit B

DR BK 03518 PG 3705



OR BK 03518 PG 3707

Ink Engineering

A Division of
LBFH, Inc.

CIVIL
AGRICULTURAL
WATER RESOURCES
WATER & WASTEWATER
TRANSPORTATION
SURVEYING & MAPPING
GIS

"Partners for Results
Value by Design"

3660 Central Ave., Suite 8
Fort Myers, FL 33901
(941) 931-0455
Fax: (941) 931-0456
www.lbfh.com

SURVEYOR'S CERTIFICATE TERRACE IV, AT HERITAGE COVE, A CONDOMINIUM

WE HEREBY CERTIFY PURSUANT TO SECTION 718.104(4)(g) F.S. AS AMENDED THAT THE CONSTRUCTION OF TERRACE IV, AT HERITAGE COVE, A CONDOMINIUM, AND COMMON ELEMENT FACILITIES SERVING SAID CONDOMINIUM INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT ARE SUBSTANTIALLY COMPLETE; SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF TERRACE IV, AT HERITAGE COVE, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH HOME CAN BE DETERMINED FROM THESE MATERIALS.

CERTIFIED TO:

TERRACE IV, AT HERITAGE COVE,
A CONDOMINIUM

HERITAGE COVE CONDOMINIUM
ASSOCIATION, INC.

HERITAGE COVE COMMUNITY
ASSOCIATION, INC.

U.S. HOME CORPORATION

INK ENGINEERING, A DIVISION OF LBFH
FOR THE FIRM, DATED: 10-23-01

BY: *Gordon D. Meiers*
GORDON D. MEIERS
PROFESSIONAL SURVEYOR MAPPER
FLA. REGISTRATION NO. 2858

Exhibit B



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TERRACE IV AT HERITAGE COVE ASSOCIATION, INC., a Florida corporation, filed on February 5, 2001, as shown by the records of this office.

The document number of this corporation is N01000000888.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventh day of February, 2001



CR2EO22 (1-99)

EXHIBIT C

Katherine Harris
Katherine Harris
Secretary of State

OR BK 03518 PG 3709

FILED
01 FEB -5 PM 10:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
TERRACE IV AT HERITAGE COVE ASSOCIATION, INC.**

Pursuant to Section 617.02011, Florida Statutes, these Articles of Incorporation are created by Christopher J. Shields, Esq., 1833 Hendry Street, Ft. Myers, Florida 33901, as sole incorporator, for the purpose set forth below.

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Terrace IV at Heritage Cove Association, Inc., and its address is 10481 Six Mile Cypress Pkwy., Ft. Myers, FL 33912.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 4 of the Declaration of Condominium shall apply to the terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized as to provide an entity pursuant to the Florida Condominium Act for the operation of Terrace IV at Heritage Cove, a Condominium, located in Lee County, Florida. The Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or Officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as specifically limited or modified by these Articles, the Declaration of Condominium or Chapter 718, Florida Statutes, as it may hereafter be amended, including without limitation the following powers and duties:

- (A) To levy and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property.
- (C) To purchase insurance upon the condominium property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty, and further improve the property.

TERRACE IV AT HERITAGE COVE- ARTICLES

Page 1

Exhibit C

(E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.

(F) To approve or disapprove the transfer of ownership, leasing and occupancy of units, to the extent provided for in the Declaration of Condominium.

(G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.

(H) To contract for the management and maintenance of the condominium property, and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required by law or by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.

(J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

(K) To borrow money if necessary to perform its other functions hereunder.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP:

(A) The members of the Association are all owners of record legal title to one or more units in the Condominium, as further provided in the Bylaws.

(B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.

(C) The owners of each unit, collectively, shall be entitled to one indivisible vote in Association matters, as further set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded as provided.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors shall be elected by the members in the manner determined by the Bylaws. Directors may be removed, and vacancies on the Board of Directors filled, in the manner provided in the Bylaws.

(C) The business of the Association shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected each year by the Board of Directors, and they shall serve at the pleasure of the Board.

ARTICLE VIII

AMENDMENTS: Amendments to these Articles may be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Directors, or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the units.

(B) Procedure. If any amendment to these Articles is so proposed, the proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

TERRACE IV AT HERITAGE COVE- ARTICLES

Page 3

OR BK 03518 PG 3712

(C) **Vote Required.** Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by a majority of the total voting interests at any annual or special meeting called for the purpose, or if it is approved in writing by a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains the text of the proposed amendment.

(D) **Effective Date.** An amendment which is duly adopted shall become effective upon filing with the Secretary of State, and subsequently recording a certified copy in the Public Records of Lee County, Florida, with the same formalities as required for the recording of an amendment to the Bylaws.

ARTICLE IX

INITIAL DIRECTORS: The initial Directors of the Association shall be:

Joseph Grimes
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33912

Darin McMurray
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33912

Alan R. Burns
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33912

ARTICLE X

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be at:

1833 Hendry Street
Fort Myers, Florida 33901

The initial registered agent at said address shall be:

Christopher J. Shields

TERRACE IV AT HERITAGE COVE- ARTICLES

Page 4

Exhibit C

ARTICLE XI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every Officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be made a party because of his being, or having been, a Director or Officer of the Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or Officer derived an improper personal benefit.
- (D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and wilful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a member.
- (E) Wrongful conduct by Directors or Officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or Officer may be entitled.

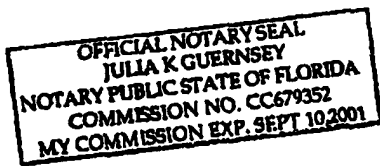
OR BK 03518 PG 3714

WHEREFORE the incorporator has caused these presents to be executed this 1st day of FEBRUARY, 2001.

By: [Signature]
Christopher J. Shields

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 1st day of FEBRUARY, 2001, by Christopher J. Shields. He is personally known to me or did produce _____ as identification.



Notarial Seal

[Signature]
Notary Public Signature
JULIA K. GUERNSEY
Print name

ACCEPTANCE BY REGISTERED AGENT.

Having been named to accept service of process for Terrace IV at Heritage Cove Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

[Signature]
Christopher J. Shields

f:\wpdata\ejstushome\heritage.cov\terrace43\articles.inc

TERRACE IV AT HERITAGE COVE- ARTICLES
Page 6

Exhibit C

EXHIBIT "D"

**AMENDED AND RESTATED BYLAWS
OF
TERRACE IV AT HERITAGE COVE ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF BYLAWS.
SEE ORIGINAL BYLAWS FOR PRESENT TEXT.**

1. **IDENTITY.** These are the Amended and Restated Bylaws ("Bylaws") of Terrace IV at Heritage Cove Association, Inc., a Florida not-for-profit corporation ("Association") formed for the purpose of administering Terrace IV at Heritage Cove, a Condominium ("Condominium") located in Fort Myers, Lee County, Florida, upon the lands described in the original Declaration of Condominium.

1.1 **Office.** The physical address of the office of the Association shall be at the Condominium or at such other location within Lee County as may from time to time be determined by the Board of Directors.

1.2 **Fiscal Year.** The fiscal year of the Association shall be from January 1 to December 31 of each calendar year, unless determined otherwise by the Board of Directors.

1.3 **Seal.** The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal, but in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 **Definitions.** All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Florida Condominium Act (Chapter 718, Florida Statutes) ("Act" or "Condominium Act"), the Amended and Restated Declaration ("Declaration"), and the Articles of Incorporation, all as may be amended from time to time.

2. **MEMBERS' MEETINGS.**

2.1 **Annual Meetings.** Annual meetings of the Members shall be held at such convenient location in Fort Myers, Florida, as may be determined by the Board of Directors. The annual meeting shall be held each year on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the Members.

2.2 **Special Meetings.** Special meetings of the Members shall be held whenever called by the President or a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from twenty-five percent (25%) of the Voting Interests of the Association. Member meetings to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Voting Interests of the Association,

who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(j) of the Act.

2.3 Notice of Members' Meetings.

2.3.1 Notice of all meetings of the Members stating the date, time, place, and purpose of the meeting shall be sent to each Member by regular United States mail, unless waived in writing, at least fourteen (14) days prior to the meeting as to annual meetings and ten (10) days prior to the meeting as to special meetings. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Unit and no matter how many other residences an Owner may have. In the absence of written direction to the contrary, meeting notices will be given to the address of the Unit. Hand delivery and electronic notice is acceptable where permissible by law. Association Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent.

2.3.2 Any Members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4. An Officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2)(d)(3) of the Act, which shall be retained in the official records of the Association as proof of such mailing.

2.3.3 The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda for the annual meeting shall be posted at a conspicuous location, designated by Board resolution, on either the Condominium or the Association Property at least fourteen (14) days in advance of the meeting.

2.3.4 Notice of specific meetings may be waived before or after the meeting, and the attendance of any Member (or person authorized to vote for such Member) shall constitute that Member's waiver of notice of such meeting, except when a Member or a Member's authorized representative's attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Board of Directors Election Meetings – Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

2.4.1 First Notice. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver a first notice of the date of the election to each Member entitled to vote. The notice may be sent by separate Association mailing or included in another Association mailing or delivery (including regularly published newsletters). Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election.

2.4.2 Second Notice. Not less than fourteen (14) days before the scheduled election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote, together with a written secret ballot containing the names of all properly pre-qualified candidates in alphabetical order by surname and any information sheets provided by the candidates, with the costs of mailing and copying to be borne by the Association. The candidate information sheets shall be on one side of a sheet of paper no larger than 8½ inches by 11 inches.

2.4.3 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests must cast an election ballot in order to have a valid election and elections shall be decided by a plurality of the votes cast.

2.4.4 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board following adjournment of the annual meeting.

2.4.5 The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient.

2.5 Quorum; Voting. A quorum at Members' meetings shall consist of persons entitled to cast at least one-third (1/3) of the Voting Interests of the entire membership. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension, and such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Condominium Documents or the Act. Decisions made by a majority of the Voting Interests present, in person or by proxy, and voting at a meeting at which a quorum is present shall be binding and sufficient for all purposes, except such decisions as may require a larger percentage pursuant to the Condominium Documents or the Act, in which case the percentage required in the Condominium Documents or the Act shall govern. To the extent lawful, Members may join in any action taken at a meeting of the Members through written approval of such action executed after the meeting, and such approval shall be as though the Member duly approved the action at the meeting in question.

2.5.1 Units Owned by Association. No Voting Interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise, as provided in Section 718.112(2)(b)2 of the Act. Whenever a Unit owned by the Association is ineligible to vote due to the provisions of the Act and/or these Bylaws, the Voting Interest attributable to that Unit shall be subtracted from the required number of votes when calculating any required vote for a quorum for the period during which the Association owns the Unit.

2.6 Indivisible Vote. Each Unit shall have one indivisible vote per Unit. If a Unit is owned by more than one individual, such as a married couple, any record Owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer may vote on behalf of the corporation. If a Unit is owned by a partnership, any general partner may vote on behalf of the partnership. If a Unit is owned in trust, any trustee of the trust may vote on behalf of the trust. If a Unit is owned by a limited liability company, any member or manager may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of the Unit, unless the Unit Owner has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement

exists. Voting Certificates are not necessary. No individual may cast a vote assigned to a Unit where the voting rights assigned to the Unit are suspended pursuant to the terms of the Condominium Documents and/or Florida law.

2.7 Voting; Proxies.

2.7.1 Votes may be cast in person or by proxy. Members and proxy holders may participate in Association meetings via telephone conference if permitted by the Association. Absent a resolution of the Board to the contrary, the President of the Association shall have the authority to determine whether Members or holders of proxies should be allowed to participate in any particular meeting of the membership by telephonic conference. In order for a proxy holder to participate telephonically in an Association meeting, a copy of the proxy must be provided to the Association at the meeting location, prior to the start of the meeting. Only Members or the spouse of a Member may be delegated to hold proxies, provided that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as an eligible proxy holder.

2.7.2 Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than ninety (90) days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. A photographic, photostatic, facsimile, electronic, or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.7.3 Except as specifically otherwise provided by law, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or the Bylaws; and for any other matter for which the Act requires or permits a vote of the Members. No proxy, limited or general, shall be used in the election of Board members.

2.7.4 To the extent permissible by law, it is the intent of these Bylaws that Members who are given the opportunity to vote by limited proxy, but decline to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

2.8 No Quorum – Adjournment. If any meeting of the Members cannot be organized because a quorum is not present, or if insufficient Voting Interests are represented to approve a proposed item of Association business, or in any case where a majority of the Voting Interests present (in person or by proxy) so agree, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present or enough votes can

be cast to decide a question, or the meeting can be reconvened consistent with the intention of the Members in their approval of the adjournment.

2.9 Order of Business. The order of business at the annual meeting of the Members and, as far as applicable, at all other Members' meetings, shall be as follows:

- (A) Call to order by the President
- (B) At discretion of the President, appointment by the President of a Chairman of the meeting (who need not be a Member or a Director)
- (C) Appointment of election inspectors (by the President or Chair, as applicable)
- (D) Election of Directors
- (E) Calling of the roll, certifying of proxies, and determination of a quorum (or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy)
- (F) Proof of notice of the meeting or waiver of notice
- (G) Disposal of unapproved minutes
- (H) Reports of Officers
- (I) Reports of Committees
- (J) Unfinished business
- (K) New business
- (L) Adjournment

2.10 Action Without a Meeting. Notwithstanding anything herein to the contrary, and to the extent lawful, any action required to be taken or that may be taken at any annual or special meeting of the Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken is signed by the requisite number of Voting Interests needed to approve the action.

2.11 Voting in Community Association Matters. All Members of the Terrace IV at Heritage Cove Association, Inc., shall also be Members of the Heritage Cove Community Association, Inc. ("Community Association"). All votes required by the Community Association shall first be voted on by the Unit Owners. The Association's Voting Representative shall then cast the Unit Owners' votes with the Community Association in the same manner as voted on by the Unit Owners, which shall not be inconsistent with the Community Association's procedures.

3. BOARD OF DIRECTORS.

3.1 Number; Term; Qualifications.

3.1.1 Number. The affairs of the Association shall be governed by a Board composed of three (3) Directors.

3.1.2 Term. In order to provide continuity of experience of the Board, a system of staggered terms of office was created at its inception. Now, each Director's term shall be for a period of two (2) years until their successor is duly elected. All Directors shall be Members or the spouse of a Member.

3.1.3 Qualifications. All Directors shall be Members or the spouse of a Member. Co-Owners of a Unit cannot simultaneously serve on the Board except as permitted by the Act. No more than one natural person may represent any one Unit on the Board at any given time. When a Unit is owned by a corporation, a partnership, limited liability company, or similar entity, the Primary Occupant, as designated pursuant to the Declaration, and the spouse of the Primary Occupant shall be eligible for Board membership. If the Unit is excused from designation of a Primary Occupant because the entity held title before the effective date of this Section 3.1., then any eligible voter, as described in Section 2.6, shall be eligible for Board service. Trustees and beneficiaries of trusts, provided that the beneficiaries reside in the Unit, and the spouses of such persons shall be considered eligible for Board membership. Persons who have been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in the State of Florida, are not eligible to serve on the Board unless such felon's rights have been restored for a period of at least five (5) years as of the date on which such person seeks election to the Board. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes pursuant to the Act, is not eligible to serve on the Board. In addition, anyone who is delinquent in the payment of any Assessment at the time of the deadline for submitting a notice of intent to run for the Board may not have their name listed on the ballot, and anyone who is more than ninety (90) days delinquent in the payment of any fee, fine, or special or regular Assessment is not eligible for Board membership and is considered to have abandoned their seat on the Board.

3.2 Board Vacancies. Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term of their predecessor in office, as provided in Section 3.1.2; provided that when a Director has been recalled by the membership, the vacancy created by his or her removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

3.3 Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum is present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the Members.

3.4 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Unless otherwise fixed by Board resolution, notice of regular meetings shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, at least two (2) days prior to the date of the meeting.

3.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of any two (2) Directors. Except in an emergency, not less than two (2) days' notice of the meeting shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the date, time, place, and purpose of the meeting.

3.6 Membership Petition for Meeting. Twenty percent (20%) of the Voting Interests may petition for the Board to take up an item of business at a regular or special meeting of the Board, in which case such meeting must be held within sixty (60) days of receipt of the petition. The Board is not required to take any particular action as a result of such petition.

3.7 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a Board meeting shall constitute waiver of notice of the meeting.

3.8 Notice to Owners of Board Meetings.

3.8.1 For the attention of the membership, notice of Board meetings, which shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least forty-eight (48) continuous hours in advance of the Board meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by a vote of a majority of the Board plus one (1) additional Director. If closed circuit television is available, the Board may use same for posting notices, as permitted by law.

3.8.2 Meetings at which regular monthly or quarterly Assessments or special Assessments are to be considered shall specifically state that Assessments will be considered, and the nature, estimated cost, and description of the purpose for such Assessments. However, written notice of any meeting at which non-emergency special Assessments or amendments to rules regarding Unit use are to be considered, or where the Board will establish the deductible feature of the Association's insurance policies, shall be mailed or delivered (including electronic delivery as provided by law) to the Members and posted conspicuously as provided in Section 2.3 of these Bylaws not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving the notice (where required by law), and shall be filed among the official records of the Association.

3.9 Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the Board members are present shall be open to all Members. Members may not designate third persons to attend Board meetings, through power of attorney or otherwise, unless agreed to by the Board. A Member's right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Member statements. Unless otherwise provided by the Board, each Member is entitled to speak for three (3) minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege and Board meetings involving personnel matters shall not be open to Member attendance.

3.10 Agenda; Quorum; Voting; Adjournment.

3.10.1 Agenda. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting if requested in writing by two Board Members, and where required due to petition from twenty percent (20%) of the Voting Interests.

3.10.2 Quorum. A quorum at Board meetings shall consist of a majority of the Directors.

3.10.3 Voting. The acts approved by a majority of the Board of Directors present and voting at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot when electing Officers, and a vote or abstention for each Director present shall be recorded in the minutes. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as an official vote for the Board meeting. Directors may participate telephonically in Board meetings, as provided by law.

3.10.4 Adjournment. If at any meeting of the Board there is less than a quorum present, or if a quorum exists and a majority of the Directors so approve, the Directors present may adjourn the meeting from time to time until a quorum is present, and no further notice need be given except for announcement at the meeting as to the date, time, and place of the adjournment. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted.

3.11 Presiding Officer. The Presiding Officer at Board meetings shall be the President, and in the President's absence, the Vice President. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

3.12 Compensation of Directors. Directors shall serve without pay, but shall be entitled to reimbursement for documented expenses reasonably incurred if pre-approved by the Board in advance of said expenditure.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the laws of the State of Florida generally, the Florida Not For Profit Corporation Statute, the Florida Condominium Act, and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees when said powers and duties have been delegated by the Board, subject only to the approval by the membership when such is specifically required. The powers of the Board of Directors shall include, but not be limited to, the authority to:

4.1 Assess. The Board shall adopt budgets and make and collect special and periodic Assessments against Owners to defray the costs of the Association

4.2 Expend Association Funds. The Board shall use the proceeds of Assessments in the exercise of its powers and duties.

4.3 Maintain the Condominium Property. The Board shall maintain, repair, replace, and operate the property within the Condominium at a reasonably high level to maintain value and safety.

4.4 Adopt Regulations. The Board shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and

resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration and/or these Bylaws.

4.5 Reconstruct After Casualty. The Board may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after Casualty, and further improve the property as specified in the Declaration.

4.6 Approve Transfers. The Board may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration, and charge a pre-set fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the Lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property in the manner provided by law.

4.7 Enforce. The Board may enforce by legal means the provisions of applicable laws and the Condominium Documents, and may interpret the Condominium Documents as the final arbiter of their meaning, unless such interpretation is wholly arbitrary or contrary to law.

4.8 Contract. The Board may contract for management, maintenance, and operation of the Condominium.

4.9 Insure. The Board shall carry insurance for the protection of the Members and the Association pursuant to requirements contained in the Declaration and the Act.

4.10 Pay Utility Bills. The Board shall pay the cost of all Utility Services rendered to the Condominium and not billed to Owners of individual Units.

4.11 Hire and Discharge. The Board may employ personnel and/or designate other Officers to be paid a reasonable compensation and grant them such duties as deemed appropriate for proper administration of the purposes of the Association.

4.12 Sue and Be Sued. The Board may bring and defend lawsuits and other proceedings, and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a lawsuit or other proceeding should be commenced.

4.13 Enter into Contracts and Borrow Money. The Board may make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue the Association's notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

4.14 Deal in Real and Personal Property. The Board, through its Officers, may make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments, and may purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration. The Board may grant or modify easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

4.15 Enter into Contracts for Products and Services. The Board may enter into all contracts for the purchase, lease, or renting of materials or equipment, or that are not to be fully

performed within one year, and all contracts for services shall be in writing. As to any such contract that requires payment exceeding five percent (5%) of the gross budget (including reserves) or \$2,500.00, whichever is less, except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids, unless the products and services are needed as the result of an emergency or the desired supplier is the only source of supply within the County serving the Association. The Board will attempt to get at least three (3) bid proposals, but the Board need not accept the lowest bid. All bids must be approved by a majority of the Board. If a contract was awarded under the competitive bid procedures of this Section 4.15, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel the contract on thirty (30) days' notice. Materials, equipment, or services provided to the Condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section 4.15.

4.16 Levy Fines and Suspend Rights. The Board may, pursuant to Section 718.303 of the Act, impose fines, not to exceed the maximum permissible by law, and/or suspend the right to use the Common Elements, as permitted by the Act, for failure of the Unit Owner or the Unit's Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof, to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws. Should the Association be required to initiate legal proceedings to collect a duly levied fine, or enforce a duly imposed suspension, the prevailing party in any action to collect said fine shall be entitled to an award of costs and reasonable attorney fees incurred before trial (including in connection with the preparation for and conducting of fining and/or suspension hearings), at trial, and on appeal. A Unit Owner shall be jointly and severally liable for the payment of fines levied against and/or suspensions imposed upon the Unit's Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof.

4.17 Appoint Committees. The Board may appoint Committees and delegate to such Committees those powers and duties of the Association as the Board deems advisable. All Committees and Committee members shall serve at the pleasure of the Board. Committees of the Association as defined in Section 718.103(8) of the Act shall conduct their affairs in the same manner as provided in these Bylaws for Board of Directors meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.18 Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Units with the applicable Fire and Life Safety Code.

4.19 Approve Installation of Hurricane Protection. The Board shall adopt Hurricane Protection specifications for the Condominium, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building codes, or shall be structured to ensure that installed Hurricane Protection is in compliance with the applicable building codes. The Board shall not refuse to approve the installation or replacement of Hurricane Protection conforming to the specifications adopted by the Board, provided that the Board may condition approval upon an Owner's agreement to execute appropriate documentation regarding same.

4.20 Exercise Emergency Powers. In the event of any “emergency” as defined in Section 4.20.10 below, the Board of Directors may exercise the emergency powers described in this Section 4.20, and any other emergency powers authorized by Section 617.0207, Florida Statutes; Section 617.0303, Florida Statutes; and Section 718.1265 of the Act, all as amended from time to time. The Board’s emergency authority applies to its response to injury and to an anticipated declared state of emergency. The term “emergency” shall have the same meaning as in Section 252.34(4), Florida Statutes, to mean “any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.”

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

4.20.2 The Board may relocate the principal office or designate alternative principal offices, or authorize the Officers to do so.

4.20.3 During any emergency, the Association is authorized to give all meeting notices by electronic transmission, and is authorized to conduct Board meetings, Committee meetings, membership meetings, and elections, in whole or in part, by telephone, real-time video conferences, or similar real-time electronic or video communication. The Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including by telephone or real-time video conference. The Director or Directors in attendance at such a meeting shall constitute a quorum.

4.20.4 The Board may change or postpone the date of the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the date of the prior annual meeting.

4.20.5 Corporate action taken in good faith during an emergency under this Section 4.20 to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

4.20.6 The Board may use reserve funds to meet Association needs, and may use reserve funds and/or cash carry-over as collateral for Association loans. The Board may adopt emergency Assessments with such notice deemed practicable by the Board.

4.20.7 The Board may adopt emergency rules and regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, with such notice given only to those Directors with whom it is practicable to communicate.

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

4.20.9 The emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.20.10 For purposes of this Section 4.20 only, an “emergency” exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:

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

(2) A hurricane warning.

(3) A partial or complete evacuation order.

(4) A designation of “disaster area” status by federal or state government.

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

(6) An unanticipated set of circumstances that if not acted upon with immediacy is likely to cause imminent and significant financial harm to the Association, the Members, the Condominium Property, or Association Property.

5. OFFICERS.

5.1 Executive Officers. The Executive Officers of the Association shall be the President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except for the President. The Board of Directors may also appoint such Assistant Officers as may be desired. Assistant Officers need not be Directors.

5.2 President – Powers and Duties. The President shall be the Chief Executive Officer of the Association; shall preside at all meetings of the Board of Directors and the Members; shall have general supervision over the affairs of the Association; and shall have all of the powers and duties that are usually vested in the office of the President of a corporation.

5.3 Vice President – Powers and Duties. The Vice President (or if more than one Vice President in the order of their seniority), shall and in the absence or disability of the President, exercise the powers and perform the duties of the President, and shall also generally assist the President and exercise such other powers and perform such other duties as the Board of Directors shall prescribe.

5.4 Secretary – Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Board of Directors and the Members; shall attend to the giving and serving of all notices to the Directors and Members and other notices required by law; shall have custody of

the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5 Treasurer – Powers and Duties. The Treasurer shall have custody of and be the primary responsible party for all oversight of all property of the Association, including funds, securities, and evidences of indebtedness; shall keep the Assessment rolls and accounts of the Members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation. The foregoing notwithstanding, the day-to-day responsibility for all of the aforesaid duties may be delegated by the Board to the Association's Community Association Manager or Management Firm.

5.6 Compensation of Officers. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of documented expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

6. INDEMNIFICATION.

6.1 Indemnity.

6.1.1 The Association shall indemnify any Officer, Director, or Committee member who is or was a party, or is threatened to be made a party, to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a Director, Officer, or Committee member of the Association, against expenses (including attorney fees and appellate attorney fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by them in connection with any action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such person did not act in good faith or in a manner that they reasonably believed to be in or not opposed to the best interest of the Association; and, with respect to any criminal action or proceeding, that such person had reasonable cause to believe their conduct was unlawful, and (ii) the court also determines specifically that indemnification should be denied.

6.1.2 The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner that they reasonably believed to be in or not opposed to the best interest of the Association; and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.

6.1.3 It is the intent of the membership of the Association, by the adoption of the provisions of this Section 6.1, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

6.2 Defense. To the extent that a Director, Officer, or Committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 6.1 above, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorney fees and appellate attorney fees) actually and reasonably incurred by them in connection therewith.

6.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding, upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount, if it shall ultimately be determined that such person is not entitled to be indemnified by the Association, as authorized by this Article 6.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of the Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs and personal representatives of such person.

6.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by them in any such capacity, or arising out of the person's status as such, whether or not the Association would have the duty to indemnify the person against such liability under the provisions of this Article 6.

7. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of the Members and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12) of the Act, shall be available for inspection by Members and Board members at all reasonable times. Provided, however, that the Board may adopt reasonable rules regarding the frequency, time, location, notice, and manner of records inspections and any copying thereof.

8. FISCAL MANAGEMENT.

8.1 Budget.

8.1.1 The budget shall be adopted by the Board of Directors. In all events, the Board meeting where the budget will be adopted must be held, and the budget adopted, at least fourteen (14) days before the beginning of the fiscal year.

8.1.2 A proposed annual budget of Common Expenses and anticipated revenues shall be prepared by the Board of Directors and shall include all anticipated income/revenue and expenses for the operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, Directors and Officers liability insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves per Section 718.112(2)(f)2 of the Act, the funding of which may be

waived or reduced by a vote of a majority of the Voting Interests present, in person or by proxy, and voting at a duly noticed meeting of the Members, or by written agreement of a majority of the entire Voting Interests.

8.1.3 Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests present, in person or by proxy, and voting at a duly noticed meeting of the Members, or by the written approval of a majority of the entire Voting Interests.

8.1.4 The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred.

8.1.5 If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered, along with a copy of the proposed revisions to the budget, shall be mailed to each Member as provided in Section 8.2 hereof.

8.1.6 If an adopted budget requires Assessments against the Units in any fiscal year that exceed 115 percent (115%) of the Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Members to consider a substitute budget if, within twenty-one (21) days after adoption of the annual budget, the Board receives a written request for a special meeting from at least 10 percent (10%) of all Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Member or mail to each Member at the address last furnished to the Association notice of the meeting. An Officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and the affidavit shall be filed among the official records of the Association. At the special meeting, the Members shall consider and enact a substitute budget. The adoption of the substitute budget requires a vote of not less than a majority vote of all the Voting Interests. If a special meeting of the Members has been called and a quorum is not attained or a substitute budget is not adopted by the Members, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed 115 percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association that are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation.

8.2 Mailing and Posting. A copy of the proposed annual budget shall be mailed or hand-delivered to the Members not less than fourteen (14) days prior to the meeting of the Board at which the budget will be adopted, together with a notice of the meeting. Electronic notice transmitted to the address furnished by the Unit Owner for such purpose is acceptable where permissible by law. The notice shall also be posted in a conspicuous location on the Condominium Property as provided by law. The Board may include notice of its meeting to set the insurance deductible with notice of the budget meeting.

8.3 Assessments. The annual shares of Assessments of the Units for the Common Expenses shall be made payable in installments, due monthly or quarterly (as determined by the Board) in advance, shall become due on the first day of each such period, and shall become delinquent ten (10) days thereafter. No invoice need be sent by the Association, although the Association may do so. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4 Special Assessments. Special Assessments for Common Expenses that are not funded through the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by the Board. That notwithstanding, the total of all special Assessments levied in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget, including reserves, unless a majority of the Voting Interests first consent. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Member as provided in Section 3.8, except in the event of an emergency. The funds collected pursuant to a special Assessment shall be used only for the specific purpose or purposes set forth in the meeting notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Members or applied as a credit towards future Assessments.

8.5 Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Units that shall be available for inspection by the Members at all reasonable times. Such roll shall indicate for each Unit the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom such certificate is made.

8.6 Liability for Assessments and Charges. A Member shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Member and the Member's grantees or successors after a conveyance or other transfer of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee shall be liable for the Unit's unpaid Assessments, Charges, or share of the Common Expenses that became due prior to acquisition of such mortgagee's title, as provided in the Act. Such mortgagee or its successors and assigns are liable for all Assessments and Charges accruing after the taking of title.

8.7 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment that is due, together with all costs, collection expenses, interest, late fees, and reasonable attorney fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8 Lien for Charges. Unpaid Charges due to the Association, together with costs, interest, late fees, expenses, and reasonable attorney fees, shall be secured by a common law and

contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the Official Records of the County.

8.9 Collection: Interest; Administrative Late Fee; Application of Payments.

8.9.1 Assessments or Charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest rate permitted by law, from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment for which payment is received more than ten (10) days after the date due, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges that are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then to late fees, then to any costs and collection expenses, then to reasonable attorney fees incurred, and then to the Assessment payment first due.

8.9.2 Except as otherwise provided in the Act, no lien may be filed by the Association against a Unit until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to Section 718.121(4) of the Act. In addition, to the extent so required by law, pursuant to Section 718.121(5) of the Act, the Association shall provide a courtesy notice of late or past due Assessments before the Association can require the delinquent Unit Owner to pay attorney fees on the delinquent Assessment.

8.10 Collection: Suit; Attachment of Rental Income; Notice.

8.10.1 The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any such event, the Association shall be entitled to recover the payments that are delinquent at the time of collection, judgment, or decree, together with those that have become due by acceleration or that have thereafter become due, plus interest thereon, and all costs and expenses incident to the collection and the proceedings, including reasonable attorney fees, incurred before trial, at trial, and on appeal.

8.10.2 The Association may attach rental income for delinquent Units and may withhold approval for the sale, lease, or other transfer of a Unit, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney fees have been paid in full.

8.10.3 The Association must deliver or mail by certified mail/return receipt requested to the Member written notices of its intention to file a lien and to foreclose the lien, as provided by law.

8.11 Association Depository. The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida and that carry FDIC insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. The principal of the Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by

check or other withdrawal instruments signed by those persons as are authorized by the Board of Directors or by electronic transfer protocols approved by the Board.

8.12 Commingling of Funds. All funds of the Association shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, Officer, or Director of the Association shall commingle any Association funds with any such person's or entity's funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.13 Financial Reports. On September 1st of each year, or sooner if available, the Board shall cause to prepare a financial report for the prior fiscal year as prescribed in Section 718.111(13) of the Act and all applicable rules and provisions of the Florida Administrative Code, unless waived as provided by law. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

8.14 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in the Act, for each person (whether or not a Director) who controls or disburses Association funds, as well as the President, Secretary, and Treasurer. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this Section 8.14 and naming the Association as an insured under said policy.

9. PARLIAMENTARY RULES. All Board, membership, and Committee meetings shall be conducted as specified in these Bylaws and the procedures established by the Board from time to time, if any, including the form of voting documents to be used. Absent written guidelines, the Chair of the meeting shall have the privilege to determine the rules of conduct to be used, subject to being overruled by a majority of the Board, the membership, or the Committee, as applicable. The ruling of the Chair of the meeting as Parliamentarian, unless the Chair or the Board of Directors designates a third person, shall be binding on all matters of procedure unless contrary to law.

10. AMENDMENTS TO BYLAWS. Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment to the Bylaws may be proposed by the President of the Association, a majority of the Board of Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the Article or Section to be amended. New words shall be underlined and words to

be deleted shall be ~~struck through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER '___' FOR PRESENT TEXT."

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

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3) of the Members present, in person or by proxy, and voting at a duly noticed meeting of the Members at which a quorum is present. Amendments correcting errors, omissions, or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for an Association membership vote.

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

10.6 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever Chapters 617 or 718 of the Florida Statutes, or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Bylaws. The Board of Directors may also adopt by majority vote, and without a vote of the membership, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or to such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of any mortgages on such Unit shall join in the execution of the amendment, and all other Members approve the amendment.

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. If unresolved, disputes between the Board and Members, as defined in Section 718.1255(1) of the Act to the extent still required by law, may be arbitrated in mandatory, non-binding arbitration proceedings as provided in the Act prior to commencing litigation, so long as the Act requires such arbitration. In lieu of initiating non-binding arbitration, a party may submit a dispute to the pre-suit mediation process under Section 720.311, Florida Statutes, and then file suit in a court of law. However, election and recall disputes are not eligible for pre-suit mediation and such disputes must be arbitrated pursuant to Section 718.1255 of the Act or filed in a court of law.

11.2 Member Inquiries. When a Member files a written inquiry with the Board by certified mail, the Board shall respond in writing to the Member within thirty (30) days of receipt of the inquiry. The Board's response shall either: (i) give a substantive response to the inquirer, (ii) notify the inquirer that a legal opinion has been requested, or (iii) notify the inquirer that advice has been requested from the Division of Florida Condominiums, Timeshares and Mobile Homes ("Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide a written substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide a written substantive response to the inquirer. The failure to provide a substantive response to the inquirer precludes the Association from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Member against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Board prior to the institution of litigation (including, but not limited to, arbitration) and the Board shall be allowed a period of thirty (30) days in which to resolve the grievance.

11.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Member or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents:

12.1 Conflicts. The term "Condominium Documents" as used in these Bylaws and elsewhere shall include the Declaration of Condominium, the Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other Exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between the language in any of the other Condominium Documents, the following priorities shall control:

- (1) Declaration of Condominium
- (2) Articles of Incorporation
- (3) Bylaws
- (4) Rules and Regulations

12.2 Gender. The use of the terms "he", "she", "his", "hers", "their", "theirs", and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provision of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

EXHIBIT "E"

**AMENDED AND RESTATED RULES AND REGULATIONS
OF
TERRACE IV AT HERITAGE COVE ASSOCIATION, INC.**

I. RULES AND REGULATIONS GOVERNING USE RESTRICTIONS.

1. **Signs.** Pursuant to Section 13.3 of the Declaration, no person may post or display any signs, banners, advertisements, and the like, in the window of any Unit or anywhere outside of the Unit on the Condominium Property or within or on any vehicles. The foregoing includes signs on the interior of a Unit that are visible from the exterior of the Unit. If any sign is erected in violation of this provision, the Board shall have the right to remove it at the Unit Owner's expense. Flags are restricted as provided in Section 13.6 of the Declaration.
2. **Accessibility.** The sidewalks, stairways, stairwells, entrances, passages, streets, parking spaces, or access ways of ingress or egress must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
3. **Clotheslines.** No washlines or clotheslines of any kind will be maintained outside a Unit.
4. **No Falling Objects.** No Unit Owner shall permit to fall or discard any items from the windows or Lanais of the premises, nor shall they place or permit to be placed any foreign objects in Common Areas.
5. **Common Elements.** All Common Elements will be used for their intended purposes and no articles belonging to Unit Owners shall be kept therein or thereon without the prior approval of a Board member. No Unit Owner shall install outdoor furniture, plants, planters, floor mats, and other decorative or personal articles outdoors. Such areas as stairwells and areas leading to each entrance to the Unit shall at all times be kept free of any unnecessary obstruction that interferes with anyone's ingress and egress to and from each Unit.
6. **Residential Use.** All Units shall be used for single-family residential purposes only. Units shall not be used for business, commercial, or professional purposes except as expressly permitted in Section 13.1. of the Declaration.
7. **Children.** Minor children are the responsibility of their parents or legal guardians. Children under twelve (12) years of age must be accompanied by and under the full supervision of a responsible adult at all times, including while using the pool or spa. Children are not to play in Common Element walkways, stairways, or lobbies, or interfere with the operation of the elevators. Children shall abide by the Rules and Regulations of the Association or be subject to temporary suspension of any right to use amenities.
8. **Trash.** No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept upon any part of the Condominium Property except in the designated dumpster and recycle area for Building IV or by use of receptacles approved by the Association.

9. Animals and Pets. Harboring or keeping of animals is restricted under Section 13.9 of the Declaration. Generally, the number, kind, and size of acceptable pets is as follows:

9.1 No more than two (2) domesticated and otherwise acceptable breed of dogs weighing a maximum of twenty-five (25) pounds each; or

9.2 No more than two (2) domesticated house cats; or

9.3 One (1) domesticated and otherwise acceptable breed of dog weighing a maximum of thirty (30) pounds; or

9.4 One (1) domesticated house cat and one (1) domesticated and otherwise acceptable breed of dog weighing no more than twenty-five (25) pounds.

9.5 All Owners are responsible for cleaning up after their pets. No reptiles, rodents, poultry, amphibians, swine, or livestock may be kept or harbored in the Unit or on the Condominium Property. Tropical fish and caged birds in reasonable numbers are permitted. No pets of any kind are permitted in leased Units.

10. Vehicles and Parking. Vehicles and parking are restricted under Section 13.4 of the Declaration. All vehicles of Guests (which includes the Owner's Family members) shall be parked in the Owner's assigned numbered covered parking space or uncovered parking spaces designated for Guests. All Guests staying longer than seven (7) days must register their vehicle with the Association and place a placard on the dashboard. When a Unit Owner leases or rents their Unit, in order to prevent dual usage of these limited parking facilities by the Unit Owner as well as their Tenant, the Lessee shall be entitled to park their motor vehicle in the Unit's assigned covered parking space and the Unit Owner shall remove their motor vehicle from the Condominium Property. Unit Owners, Tenants, and residents may not store any vehicles in areas designated for Guest parking. Trailers, boat trailers, house trailers, campers, travel trailers, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed may not be kept on the Condominium Property. No trucks or vehicles that are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, buses, campers, motorcycles, or off road vehicles may be parked on the Condominium Property. No vehicle may protrude outside of any parking space, and oversized vehicles that don't leave enough room on either side for access in the assigned covered parking spaces must park in the Guest parking.

11. Noise. No Owner may make or permit any disturbing noises, whether made by the Owner, the Owner's Family members or friends, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, and conveniences of other residents, Tenants, and Guests. No Owner may play or suffer to be played any musical instrument, stereo, radio, or television set in the Unit between the hours of 10:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Condominium.

12. Nuisance. The Condominium Property shall not be used for any immoral, improper, or unlawful purpose, and no use or behavior shall be allowed that will create a public or private nuisance, nor that shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor that becomes a source of annoyance to the Condominium residents,

or that will increase insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of the residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

13. Association Right of Access. By law, the Association has the right of access to all living Units and to storage units as needed and where necessary pursuant to Section 718.111(5), Florida Statutes. Toward that end, the Association must have access where and when needed and must retain a pass key or a pass code for numbered locks to these premises. No Unit Owner shall alter any lock or install a new lock or alter a numbered lock or change any pass code for a numbered lock on any door of these premises without providing the Association with a new pass key or a new pass code. Should a Unit Owner fail or refuse to provide a pass key or pass code, the Association may utilize any means necessary to access the living Unit or storage unit in an emergency and the Unit Owner shall be liable for all damages to the living Unit or storage unit. Pursuant to Section 718.111(5)3, Florida Statutes, any expense incurred by the Association in connection with carrying out its duties under this Section 13 is chargeable to the Unit Owner and enforceable as an Assessment pursuant to Section 718.116, Florida Statutes, and the Association may use its lien authority to enforce collection of the expense. No Guest or lessee may change the pass key or pass code either temporarily or permanently.

14. Window Treatments. Curtains and drapes (or linings thereof) and other window coverings that face exterior windows or glass doors of Units shall be of a neutral color (e.g., white, buff, cream, pale yellow, beige, etc.) so as to provide a uniform appearance to the exterior of the Building. No newspaper, aluminum foil, sheets, or temporary treatments are permitted except for periods not exceeding two weeks after a Unit Owner or Tenant first moves into a Unit or for a reasonable amount of time, in the sole discretion of the Board, while permanent window treatments are being cleaned or repaired.

15. Maintenance and Appearance. Each Unit Owner shall maintain the Unit and all fixtures and appliances located therein in good condition and repair at all times. Each Unit Owner is prohibited from painting or otherwise decorating or changing the appearance of any portion of the exterior of the Unit or the Building, except with the prior written approval of the Board.

16. Modifications; Alterations; Construction. No person shall make or cause to be made any MAJOR modification, addition, renovation, construction, or alteration to the Unit or to the Limited Common Elements without prior written approval of the Association. The installation of hard surface flooring within a Unit, any structural modifications to the interior walls within a Unit, and any external modifications to the Limited Common Elements appurtenant to a Unit requires the prior written approval of the Association. Minor interior modifications or alterations to a Unit do not require prior written approval.

16.1 Major renovation and major construction are defined as:

16.1.1 Wall removal/demolition of more than 10 lineal feet. Removal of any interior walls of a Unit requires prior written approval of the Association and the work must be performed by a contractor licensed to perform such work.

16.1.2 Any demolition that requires the use of a dumpster.

16.1.3 Installation of Hurricane Protection products, such as hurricane shutters, impact glass, code-compliant windows or doors, or other code-compliant hurricane protection products used to preserve and protect the Condominium Property. The installation of hurricane shutters, code-compliant windows or doors, or other code-compliant hurricane protection products requires Community Association ARC approval.

16.2 Construction hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday. If the work does not generate noise, the work may continue past 5:00 p.m. No construction is allowed on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, or Christmas.

16.3 Contractors must check in with the property manager at the start of construction for information regarding parking; protection procedures for elevators and walkway surfaces, walls, and service corridors; and emergency procedures for Building systems such as fire sprinklers. Contractors may not park in the carports or in any manner that obstructs access to an Owner's parking space.

16.4 It is the contractor's responsibility to remove all construction or delivery debris from the Building. No construction debris may be placed in trash chutes, Building dumpsters, or Building trash containers. After obtaining permission from the property manager, small dumpsters (3-4 yards) may be placed on the Condominium Property so long as the surface area is protected by adequate wood underlayment to carry the dumpster weight and to prevent the dumpster from damaging the Condominium Property. The dumpster shall remain only during the demolition period. Dumpsters must be emptied as needed and removed from the premises at the completion of demolition. No vendor or construction use may be made of Unit Owners' utility carts or luggage dollies.

16.5 Contractors are required to apply surface protection to all floors and walls in the service areas adjacent to the Unit in which they are working. Contractors must ensure the elevator wall protection blankets remain in place. Protection of the doors, floors, and walls of the elevators and elevator entryways is required. Contractors are to clean all construction debris and dust from the service areas and common areas daily. The Unit Owner commencing construction will be responsible for any correction or repair of damage caused by their contractors.

16.6 Elevator doors must not be propped open. Contractors who prop these doors open will be responsible for elevator service calls and repair costs.

16.7 Contractors and all subcontractors must use the restrooms in the Owner's Unit in which they are working. Shirts are required at all times. Tank tops are not acceptable shirts for males. No loud music is allowed.

16.8 An Owner who owns two contiguous Units may connect such Units upon the prior written approval of the Board of Directors, provided it does not cause any structural or other harm to the Building structure, or the utilities or other service lines contained within the walls. If such utility service lines can be moved, they may be moved at the expense of the Unit Owner. All other requirements in the Declaration as well as these Rules and Regulations must be adhered to.

16.9 In all events, the Unit Owner and the contractor are required to strictly comply with any and all construction guidelines and procedures as promulgated by the Board. Unit Owners are liable for any damages to the Condominium Building, including walkways, elevators, and common areas.

17. Mold. Unit Owners shall take all appropriate steps to reduce and/or eliminate the occurrence or continued existence of mold and/or mildew growth in and around the Unit and appurtenant Common Elements, and thereby minimize the possibility of adverse effects that may be caused by funguses, including mold and/or mildew. The Unit Owner's responsibilities include, but are not limited to, the following:

17.1 The air conditioning system, and humidity control system if applicable, shall be kept in good and working order. Whether the Unit is occupied or not, the air conditioning system, and humidity control system if applicable, must be properly operated to adequately control the temperature, humidity, and indoor air quality of the Unit.

17.2 The main valve on the water line serving the Unit must be turned to the OFF position if the Unit is to be unoccupied for periods of forty-eight (48) hours or more.

17.3 All incidents of mold, mildew, and water intrusion, including, but not limited to, water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks or evidence of water intrusion shall be immediately reported to the Association or its property manager.

17.4 All regular and routine maintenance required to prevent water intrusion that is the obligation of the Unit Owner shall be timely and adequately performed. Such maintenance includes, but is not limited to, the regular inspection, cleaning, and maintenance of all appliances servicing the Unit, including the air conditioning system (which must be done at least once a year), the humidity control system if applicable, and the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

18. Television and Other Outdoor Antennas. No television, radio, satellite, or other antennas or satellite systems may be installed on the Common Elements by anyone other than the Association, except as provided herein or in Section 13.12 of the Declaration. Certain television, satellite, or other antenna systems may be erected or installed on Condominium Property subject to compliance with the following requirements:

18.1 Association Permitted Antennas. Permitted antennas include:

18.1.1 Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

18.1.2 Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

18.2 Location of Antennas.

18.2.1 Association-approved antennas are only permitted to be installed inside any exclusive use or ownership area that is limited to inside the Unit itself or the Unit's Limited Common Element Lanai. To the extent feasible, all antennas must also be placed in locations that are not visible from any street or the exterior of the Building, and in a location to minimize annoyance or inconvenience to other residents of the Condominium if the placement would still permit reception of an acceptable quality signal. Antennas may not extend beyond the plane of the imaginary line running from the edge of the Lanai ceiling to the Lanai floor, bounded on the sides by the vertical walls.

18.2.2 Holes (whether through drilling, nails, screws, or otherwise) are not permitted in structural portions of the Building (including, but not limited to, concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board of Directors. It is the intent of this requirement to ensure that the structural integrity of the Building (including, but not limited to, its water-proofness) is not compromised by the installation of antennas.

18.3 Color and Screening of Antennas. All antennas shall be painted so as to blend in with the background against which it is mounted, so long as the paint will not interfere with an acceptable quality signal.

18.4 Safety Requirements. To safeguard the safety of the Unit Owner, the Occupants of the Unit in which the antenna is located, neighboring Unit Owners, and other Owners and Members in the Condominium, it shall be the obligation of the Unit Owner to comply with all applicable local, state, and federal safety requirements, including, but not limited to: obtaining a permit for the installation of the antenna if one is required; hiring licensed contractors with sufficient expertise and adequate insurance to protect their work; installing the antenna away from power lines and other potentially dangerous areas; installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards of the antenna industry, including compliance with electrical code requirements to properly ground the antenna; and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the Building or to compromise its water-proof integrity. Unit Owners shall indemnify the Association for any loss or damage (including attorney fees) occasioned by non-compliance with these obligations. A Unit Owner shall indemnify and hold harmless the Association and all other Unit Owners for any damage that an antenna causes to the Condominium Property or to any persons or other property.

19. Hurricane Season. Each Unit Owner who plans to be absent from the Unit during hurricane season must prepare the Unit prior to departure by removing all furniture, furnishings, decorations, potted plants, and other moveable objects from the Unit's Lanai, and designate a responsible firm or individual satisfactory to the Association to tend to the Unit should the Unit suffer hurricane damage. No hurricane shutters may be installed without the prior written approval of the Association in accordance with Article III of these Rules and Regulations. Any installation of hurricane shutters that does not conform to these Rules and Regulations shall be made to conform or removed at the Unit Owner's expense.

20. Solicitation. No Unit Owner may engage in any solicitation of other Unit Owners or Occupants for commercial purposes on the Condominium Property, nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Association, which consent may be withheld in the reasonable discretion of the Board of Directors.

21. Lanais. All Lanais must be screened with fiberglass or polyester black screening material. Unit Owners shall not allow any water or cleaning solutions to flow or drip from any Lanai at any time. No glass, curtain, blind, shutter, or awning may be installed on any Lanai without the prior written approval of the Board of Directors. No bicycles, motor scooters, mopeds, baby carriages, strollers, scooters, or similar toys, travel devices or travel systems shall be stored on Lanais. If gas powered motor scooters or mopeds are stored inside a Unit, the gasoline must be drained and stored outside, away from the Building. Electric bicycles, electric motor scooters, and electric mopeds are not permitted anywhere on the Condominium Property.

22. No Smoking. Smoking is prohibited in or on any indoor or outdoor Common Element or Limited Common Element, and must be at least fifty (50) feet from the Building. Smoking shall mean and include, but is not limited to, the use of cigarettes of any kind, pipes, cigars, vapes, hookahs, or E-cigarettes, whether intended for tobacco, marijuana, or other plant product. The Common Elements include, but are not limited to, stairways, the parking area, elevator lobbies, the mail room, and the pool and spa deck. The Limited Common Elements include, but are not limited to, Lanais and assigned parking spaces.

23. Reasonable Accommodations. The Board of Directors may make reasonable accommodations to the Association's Governing Documents, including the Rules and Regulations, as may be necessary to afford a disabled person an equal opportunity to use and enjoy the Condominium Property.

24. Compliance. All Unit Owners and their Occupants, Tenants, Guests, and Invitees shall abide by and comply with the Association's Governing Documents, including all Rules and Regulations. The Association, through its Board of Directors, may from time to time promulgate such other rules or regulations as the Board determines to be in the best interests of the Association. Failure to comply with the Rules and Regulations shall result in enforcement action in accordance with the Governing Documents and the Condominium Act.

II. RULES AND REGULATIONS GOVERNING POSTING OF NOTICE.

Pursuant to Section 718.112(2)(c) of the Act, the official location for posting notice of Association meetings will be on the wall inside of each elevator cab, as designated by the Board. This does not preclude posting at other locations.

III. RULES AND REGULATIONS GOVERNING HURRICANE PROTECTION SPECIFICATIONS AND INSTALLATION OF HURRICANE SHUTTERS.

1. Definition. "Hurricane Protection" shall mean any Board approved hurricane shutters, impact glass, code-compliant windows or doors, and other code-compliant hurricane protection products used to preserve and protect the Condominium Property or Association Property, as well as any device, installation, equipment, or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the Building or any portion of the Building so as to be

visible from the exterior of the Building, used, either directly or indirectly as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage, or damage from physical objects or projectiles carried by wind or storm.

2. **General.** Pursuant to Section 718.113(5), Florida Statutes, the Board of Directors is required to adopt Hurricane Protection specifications, which shall include color, style, and other factors deemed relevant by the Board. In furtherance of such duty, the Board has adopted Hurricane Protection specifications and an application for Hurricane Protection that all Units are required to comply with and use. The Technical Specifications for Hurricane Protection are attached hereto as **Exhibit "1"** and the Application for Hurricane Protection is attached hereto as **Exhibit "2"**.

3. **Construction Lien Law.** No Hurricane Protection shall be approved unless the installation thereof complies with the Florida Construction Lien Law (Chapter 713, Florida Statutes). The requesting Owner shall be fully responsible for compliance with such laws and, as a condition of approval, specifically agrees to indemnify the Association against any liens or other encumbrances occasioned by the installation.

4. **Completion of Construction/Installation.** Construction/installation of the Hurricane Protection shall be completed within thirty (30) days subsequent to the commencement of construction/installation. Failure to complete construction/installation within the specified time shall be deemed an abandonment of the construction/installation and a withdrawal of the request for the proposed installation. Thereafter, the construction/installation shall be prohibited and the proposed Hurricane Shutter construction/installation shall be deemed disapproved.

IV. RULES AND REGULATIONS GOVERNING RENOVATION AND/OR REMODELING APPLICATION REQUESTS.

The Renovation and/or Remodeling Application Form required for alterations, renovations, and remodeling to a Unit is attached hereto as **Exhibit "3"**, and incorporated into these Rules and Regulations by reference. However, if remodeling is strictly interior, no Application is required.

V. RULES AND REGULATIONS GOVERNING HARD FLOORING.

In order to install hard surface flooring anywhere in a Unit, the Unit Owner must provide proof of and install sound absorbent underlayment. The underlayment must have an Impact Insulation Class (IIC) rating over 60 and a Sound Transmission Class (STC) rating over 70. In the alternative, the Board may approve a product with an overall rating of 60, IIC-STC 60, which offers superior soundproofing that is recommended by the International Building Code.

VI. RULES AND REGULATIONS GOVERNING UNIT OWNER PARTICIPATION AT MEETINGS.

WHEREAS, Section 718.112(2)(c) of the Act provides that the Association may adopt written, reasonable rules and regulations governing the frequency, duration, and manner of Unit Owner statements at meetings of the Board; and

WHEREAS, Section 718.112(2)(d)7 of the Act provides that the Association may adopt written, reasonable rules and regulations governing the frequency, duration, and manner of Unit Owner statements at Unit Owner meetings; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules as contemplated by the above-referenced statutes.

NOW THEREFORE, the following rules and regulations regarding Unit Owner participation at meetings are adopted:

A. Board and Committee Meetings.

1. Board and Committee Meetings Defined.

(a) “Board Meeting” is defined as a quorum of Directors gathered to conduct Association business.

(b) “Statutory Committee Meeting” is defined as a quorum of Statutory Committee members gathered to conduct the business of the Committee.

(c) “Statutory Committee” means a group of Board members, a group of Unit Owners, or a group of Board members and Unit Owners appointed by the Board of Directors or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

2. Attendance at Board Meetings or Statutory Committee Meetings. Unit Owners have the right to attend Board Meetings and Statutory Committee Meetings except as otherwise provided by law. No person other than a Unit Owner shall be permitted to attend such meetings unless permitted by the Chairman of the meeting. Unit Owners do not have the right to attend meetings of any Committee that is not a Statutory Committee, unless permitted by the Committee Chairman or as required by law.

3. Participation at Meetings.

(a) Unit Owners have the right to speak at open Board Meetings and open Statutory Committee Meetings. No other person shall be permitted to speak at such meetings unless permitted by the Chairman.

(b) Statements by Unit Owners at such meetings shall be restricted solely to items designated on the agenda for that meeting unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.

(c) A Unit Owner will only be permitted to speak once in reference to each designated agenda item, unless otherwise requested to speak again by the Chairman of the meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless approved by the Chairman of the meeting or a majority of the Board or the Committee. Other Unit Owners cannot “yield” their time for the purpose of extending a Unit Owner’s time limit. The Chairman of the meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the discussion

and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the meeting for Unit Owner statements regarding designated agenda items.

(d) At the end of each Board Meeting that is held open to Unit Owners, there will be an agenda item for Unit Owners to ask questions of the Board relating to any reports on (i) the status of construction or repair projects, (ii) the status of revenues and expenditures during the current fiscal year, and (iii) other issues affecting the Condominium. The Unit Owner's comments during this agenda item are strictly limited to asking questions, without further discussion or comment. Unit Owners must limit their questions to the Board's reports, if any, and no Unit Owner may use their opportunity to make questions to filibuster or purposefully delay the conclusion of a meeting or the ability of another Unit Owner to ask questions or make statements. The Board is not required to answer Unit Owner questions, either during or after a Board Meeting.

4. Taping of Meetings.

(a) Unit Owners may tape record or videotape any Board Meeting or Statutory Committee Meeting.

(b) A Unit Owner desiring to tape record or videotape a Board Meeting or Statutory Committee Meeting shall submit a written notice to the Secretary or manager before the start of the meeting advising that the meeting will be tape recorded or videotaped. A separate written notice must be made for each meeting the Unit Owner desires to tape record or videotape.

(c) No tape recording or videotaping of any such meeting shall interfere with or obstruct the meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of or the ability to hear the meeting, block access to or from the meeting or to or from the seating in the meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet. Upon request of the Board, any person tape recording or videotaping the meeting shall provide a duplicate courtesy copy to the Board within seventy-two (72) hours of the Board's request.

B. Unit Owner Meetings.

1. **Unit Owner Meetings Defined.** "Unit Owner Meeting" is defined as a quorum of Unit Owners gathered at a lawfully noticed meeting to conduct official Association business.

2. **Attendance at Unit Owner Meetings.** Unit Owners have the right to attend Unit Owner Meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner's proxy shall be permitted to attend such meetings, except agents of the Association or persons permitted by the Chairman.

3. Participation at Unit Owner Meetings.

(a) Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at such meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman or a majority of the Board.

(b) Statements by Unit Owners at Unit Owner Meetings shall be restricted solely to items designated on the agenda for that meeting, unless permitted by the Chairman or majority vote of those present (in person or by proxy) at the meeting.

(c) A Unit Owner will only be permitted to speak once in reference to each agenda item. A Unit Owner statement shall not exceed three (3) minutes unless otherwise permitted by the Chairman. Other Unit Owners cannot “yield” their time for the purpose of extending a Unit Owner’s time limit. The Chairman of the meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the voting of the Unit Owners upon that agenda item.

4. Taping of Unit Owner Meetings.

(a) Unit Owners may tape record or videotape Unit Owner Meetings as permitted by law. A Unit Owner desiring to tape record or videotape such meetings shall submit a written notice to the Secretary or manager at least five (5) minutes prior to the start of the meeting.

(b) No tape recording or videotaping of any such meeting shall interfere with or obstruct the meeting, and none of the equipment used for taping shall interfere with or obstruct any person’s view of or the ability to hear the meeting, block access to or from the meeting or to or from the seating in the meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

C. Enforcement of Meeting Rules.

1. **Fines.** The Board of Directors may levy a fine against any person who fails to comply with these Rules and Regulations Governing Unit Owner Participation at Meetings, in accordance with the fining authority and procedures set forth in the Condominium Act.

2. **Legal Action.** The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules.

3. **Other Remedies.** Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association’s rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

VII. RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS.

WHEREAS, Section 718.111(12)(c) of the Act provides that the Association may adopt reasonable rules and regulations regarding the frequency, time, location, notice, and manner of record inspections and copying; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules and regulations as contemplated by the above-referenced statute.

NOW THEREFORE, the following rules and regulations governing inspection of the official records of the Association are adopted:

A. Records Defined. The official records available for inspection and copying are those designated by the Act as the official records of the Association, to the extent that the Association is required to maintain such records.

B. Records Available. No records other than those defined in the Act shall be available for inspection or copying.

C. Persons Entitled to Inspect or Copy. No Unit Owner, or the Unit Owner's authorized representative, shall have any right to inspect or copy the records of the Association, except as permitted by law. All references to Unit Owner will include a Unit Owner's authorized representative. No other person shall be permitted to inspect or copy the Association records unless approved by the Board of Directors, the President, or unless required by law.

D. Inspection and Copying.

1. A Unit Owner desiring to inspect or copy Association records shall submit a written request therefore by hand delivery during regular business hours, by Regular U.S. Mail, or by Certified U.S. Mail/Return Receipt Requested, to the Association at the official address of the Association pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations. Requests by facsimile transmission, electronic mail (e-mail), or other means do not comply with these Rules. Verbal requests do not comply with these Rules.

2. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

3. A Unit Owner's inspection request shall be deemed received as follows: (a) if by hand-delivery during regular business hours, the day following the receipt of the hand-delivery; (b) if by Regular U.S. Mail, five (5) days after the date of the post-mark on the letter transmitting the request; (c) if by U.S. Certified Mail/Return Receipt Requested, the date that the return receipt card was signed for by the Association.

4. The inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying, and shall be conducted

solely by the Unit Owner, or the Unit Owner's authorized representative, making the inspection request. No inspection or copying of any other records shall be permitted.

5. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law admitted to practice in Florida.

6. A Unit Owner shall not submit more than one (1) written request for inspection or copying of records per calendar month.

7. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in the County where the Condominium is located or within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

8. Records shall generally be made available for inspection by the Association on or before the tenth (10th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of these Rules. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended in the event the records are so voluminous or otherwise in such condition as to render this time frame unreasonable.

9. The Association shall notify the Unit Owner by telephone or in writing that the records are available and the date, time, and place for the inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state, and local holidays during which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours of the location where the records are to be inspected is customarily open; or, if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day.

10. No Unit Owner shall be entitled to inspect records for more than nine (9) hours in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of inspection sessions in a calendar month.

11. If, at or subsequent to an inspection, a Unit Owner desires to have a physical hard copy of a record, the Unit Owner shall designate in a separate writing which record or portion

thereof for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) physical hard copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. However, if the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company. Copies made by an outside source shall be available as soon as a copying service can pick-up, copy, and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where the official records are kept. Unit Owners requesting copies must arrange for pick-up of the records. The Association shall have no obligation to mail or otherwise deliver copies to any place. As determined by the manager, the President, the Board of Directors, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

12. A Unit Owner shall pay the reasonable expense of physical hard copying. In the event the copies are made by the Association, the cost shall be a reasonable fee as determined by the Association. If copies are made by outside vendors, the actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in a form other than cash, cashier's check, money order, or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received.

13. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. However, if records are kept on computer format, the Association may print such records to paper. The Association shall not be obligated to allow Unit Owners to access the Association's computer system, nor shall the Association be required to make copies of computer records that may violate copyright laws, licensing laws or agreements, vendor agreements, or that involve proprietary software or computer data. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

14. The Association may comply with its obligation to make official records available for inspection by providing them to the Unit Owner by electronic mail, via the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that the Owner does not have access to a computer, the Association must supply the records in paper format.

E. Manner of Inspection.

1. For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner

of a Unit, said request shall not be recognized by Association unless and until the record Owner of the Unit designates such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

2. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office or the office of inspection shall assign a staff person or other designated person to assist in the inspection, the assigned person shall remain during the inspection, and all requests for further assistance and copying during inspection shall be directed to that staff person or other designated person.

F. Enforcement of Inspection and Copying Rules.

1. Any violation of these Rules may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

2. Any requests for inspection and copying not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting the inspection and/or copying and shall indicate how the request fails to comply herewith.

3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including the levy of fines.

4. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

5. The President of the Association, or the manager under the direction of the President, shall, on a case-by-case basis, have the authority to interpret and implement the provisions of these Rules and make decisions and judgments arising hereunder without the need for Board approval.

VIII. RULES AND REGULATIONS GOVERNING UNIT OWNER INQUIRIES.

WHEREAS, Section 718.112(2)(a)2 of the Act provides that the Association, through its Board of Directors, may adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules and regulations as contemplated by the above-referenced statute that will protect the Association against the liability affiliated with unintentionally failing to respond to multiple "inquiries" filed by Unit Owners.

NOW THEREFORE, the following Rules and Regulations governing Unit Owner inquiries are adopted:

1. An “inquiry” is defined as a question that specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.
2. An inquiry will be deemed received by the Association on the next business day following the day on which a duly authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the President of the Association, or the Association’s Registered Agent, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.
3. All responses of the Association shall be in writing and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner pursuant the official records of the Association or the address contained on the document constituting the inquiry.
4. The Association is only obligated to respond to one written inquiry per Unit owned in any given thirty (30) day period. The Association shall respond to each pending inquiry, as required by law. A Unit Owner’s submission of more than one inquiry per Unit owned during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association only responding to the first inquiry received. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period or periods, as applicable.
5. Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If a Unit Owner is dissatisfied with the Association’s substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.
6. Should any Unit Owner inquiry involve privileges pertaining to pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters that involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner if such would result in a waiver or violation of any privilege.
7. Any violation of these Rules shall be deemed a violation of a rule of the Association and shall subject the Unit Owner to all remedies provided by Florida law and the Governing Documents with respect to same, including the levy of fines.

IX. RULES AND REGULATIONS ESTABLISHING ASSOCIATION FEE SCHEDULE.

The following is a schedule of fees charged by the Association, which may be modified by the Board of Directors from time to time, but that shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association and a Management Firm or other third party as provided in a written agreement. Attorney fees incurred by the Association with respect to the issues for which fees are levied may be passed on to Unit Owners or other third parties, if permitted by law, and shall be in addition to the Association’s fees.

1. Estoppel Letters:

Pursuant to Section 718.116(8) of the Act, this Rule constitutes the Board's Resolution to charge a fee, as permitted and provided by law, for estoppel letters, per letter.

2. Mortgagee/Lender Questionnaires:

The Association is not obligated to complete these forms and reserves the right to decline to do so in any instance. If a mortgagee/lender questionnaire is prepared, the fee is \$150.00, per form, plus legal fees incurred by the Association necessary to assist in preparation of the form.

3. Transfer Approvals:

Transfer of title and lease application approvals.....\$150.00

4. Miscellaneous:

Photocopying of Association's Official Records Kept in Paper Form.....\$.50 per page

Copying of other Official Records.....Actual Cost to Association

X. RULES AND REGULATIONS AUTHORIZING USE OF ELECTRONIC NOTICE FOR ASSOCIATION MEETINGS.

WHEREAS, Section 718.112(2)(d)6 of the Act provides (in relevant part): "... If authorized by the bylaws, notice of meetings of the board of administration, unit owner meetings, except unit owner meetings called to recall board members under paragraph (l), and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission"; and

WHEREAS, the Board of Directors has determined it to be in the best interest of the Association to permit the use of electronic notice for Association meetings; and

WHEREAS, the Bylaws adopted by the Association properly permit the use of electronic notice.

NOW THEREFORE, it is resolved as follows:

1. The Association shall permit Unit Owners who desire to do so to utilize electronic notice in conformance with the above-quoted statute, as amended from time to time.
2. The Board may determine in the future that utilizing electronic notice is not in the best interest of the Association and may discontinue doing so by proper motion or resolution.
3. The Association hereby adopts and incorporates the following forms necessary to effectuate the intent of the statute:
 - **Consent to Receive Electronic Notice of Meetings** that Unit Owners must file with the Association in order to be entitled to received notices by electronic transmission.

- **Notice of Change of Electronic Mail Address** that Unit Owners may use to change their e-mail address.
- **Revocation of Consent to Receive Electronic Notice** that the Unit Owners may use to revoke their consent to receive notices by electronic transmission.

The forms are attached hereto and should be signed by all record Owners of a Unit. If at least one record Owner signs a form, the Association may, but shall not be obligated to, recognize the authority of that Unit Owner to consent to receipt of official Association notices by electronic transmission.

CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS

The undersigned, being all the Owners of Unit No. _____ in **Terrace IV at Heritage Cove, A Condominium**, pursuant to Section 718.112(2)(d)6, Florida Statutes, hereby consent in writing to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of **Terrace IV at Heritage Cove Association, Inc.**

The undersigned further designates the following electronic mail address for such purposes:

_____.

The undersigned understands that mailed/paper notice will not be provided to the Unit Owners unless the Unit Owners have rescinded their consent to receive electronic notice of meetings by written notice.

All Owners of the Unit must sign their name, print their name, and affix the date below.

Sign Name: _____

Print Name: _____

Date: _____

Sign Name: _____

Print Name: _____

Date: _____

Sign Name: _____

Print Name: _____

Date: _____

Sign Name: _____

Print Name: _____

Date: _____

NOTICE OF CHANGE OF ELECTRONIC MAIL ADDRESS

The undersigned, being all the Owners of Unit No. _____ in **Terrace IV at Heritage Cove, A Condominium**, have previously consented to receiving notice for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of **Terrace IV at Heritage Cove Association, Inc.**, by electronic transmission. The email address on file with the Association is: _____.

The undersigned would like to change the electronic mail address to which those notices may be sent. Accordingly, **the following electronic mail address should now be used for such purposes:** _____.

All Owners of the Unit must sign their name, print their name, and affix the date below.

Sign Name: _____

Print Name: _____

Date: _____

Sign Name: _____

Print Name: _____

Date: _____

Sign Name: _____

Print Name: _____

Date: _____

Sign Name: _____

Print Name: _____

Date: _____

REVOCATION OF CONSENT TO RECEIVE ELECTRONIC NOTICE

The undersigned, being all the Owners of Unit No. _____ in **Terrace IV at Heritage Cove, A Condominium**, have previously consented to receiving notice for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of **Terrace IV at Heritage Cove Association, Inc.**, by electronic transmission.

The undersigned hereby revokes that consent and requests that all future notices be sent in paper format.

All Owners of the Unit must sign their name, print their name, and affix the date below.

Sign Name: _____

Print Name: _____

Date: _____

Sign Name: _____

Print Name: _____

Date: _____

Sign Name: _____

Print Name: _____

Date: _____

Sign Name: _____

Print Name: _____

Date: _____

XI. RULES AND REGULATIONS ESTABLISHING ASSESSMENT COLLECTION POLICY.

WHEREAS, Terrace IV at Heritage Cove Association, Inc. ("Association") desires to adopt a policy regarding the collection of Assessments.

NOW THEREFORE, the Board of Directors of the Association hereby establishes the following Assessment Collection Policy. All capitalized terms shall be given their meaning as described in the Condominium Documents or the Act, as those terms are defined later herein, or the definitions ascribed to said terms in this Policy:

1. Article 9 of the Amended and Restated Declaration of Condominium states:

9. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 5 and elsewhere in the Condominium Documents.

9.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments and Charges coming due while such person or entity is the Unit Owner. Except as provided in Section 9.5, any person or entity that acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for such predecessor's share of the Assessments and Charges, including interest, late fees, attorney fees, and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

9.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late fees, reasonable attorney fees, and the costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. To the extent required by law, pursuant to Section 718.121(5) of the Act, the Association shall send a thirty (30) day courtesy reminder letter to each delinquent Unit Owner before the Association can require the delinquent Owner to pay attorney fees incurred by the Association in collecting the delinquent account. If prohibited by the Act, no lien may be filed by the Association against a Condominium Parcel until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered to the Unit Owner pursuant to Section 718.121(4) of the Act. The Association may

also accelerate all Assessments or Charges that are accrued but not yet due in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording in the Official Records of the County, the Association's claim of lien shall relate back to the date of the filing of the Original Declaration. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments in the same manner that a mortgage of real property is foreclosed, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

9.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least forty-five (45) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If such notice is not given at least forty-five (45) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those that have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail/return receipt requested addressed to the Unit Owner. If, after diligent search and inquiry, the Association cannot find the Unit Owner or a mailing address at which the Unit Owner can receive the notice, the court may proceed with the foreclosure action and may award attorney fees and costs as permitted by law. The notice requirements of this Section 9.3 are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

9.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears):

9.4.1 The Association may, by written notice to the Tenant with a copy to Unit Owner, and without order of the court, direct rental income from the Unit in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, costs, collection expenses, attorney fees, and receiver fees (if applicable) are paid in full.

9.4.2 As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on an account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the court may direct.

The Association may choose any of these courses of action or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the

Board deems appropriate, without same constituting a waiver or election of remedies.

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

9.6 Possession of Unit. Any person who acquires an interest in a Unit, except first mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

9.7 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against the Owner with respect to the Unit. The Association, its agents, and legal counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Management Firm, or based on reasonable and customary fees charged by legal counsel.

9.8 Lien for Charges. There is created by this Declaration, a common law and contractual lien to secure payment for any service that the Association provides for an individual Unit Owner or expenses that the Association incurs in regard to a Unit Owner and that are not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair, or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities; or to address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to the Common Expense lien, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney fees, costs, and expenses of collection.

9.9. Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, these include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; and acceleration.

2. The following provisions of the Act address rights and remedies of the Association in connection with delinquent Assessments:

(a) Section 718.112(2)(d)2 of the Act provides that a person who is ninety (90) days delinquent in the payment of any Assessment is not eligible for Board membership.

(b) Section 718.112(2)(g) of the Act permits the acceleration of Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a 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 is filed.

(c) Section 718.112(2)(n) of the Act provides that a Director or Officer more than ninety (90) days delinquent in the payment of any monetary obligation shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

(d) Section 718.116(6)(c) of the Act provides that if a Unit Owner remains in possession of a Unit after a foreclosure judgment has been entered, the Court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. This provision of the Act further provides that if the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent.

(e) Section 718.121 of the Act provides that no lien may be filed by the Association until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered to the Owner by registered or certified mail/return receipt requested, and by first-class United States mail to the Owner at the Owner's last address as reflected in the records of the Association if the address is within the United States, or delivered to the Owner at the address of the Unit if the Owner's address as reflected in the records of the Association is not the Unit address. If the address reflected in the records is outside the United States, sending the notice to that address and to the Unit address by first-class United States mail is sufficient. Delivery of the notice (hereinafter "Statutory First Notice") is deemed given upon mailing as required by the Act.

(f) Section 718.303(3) of the Act provides that if any Unit Owner is more than ninety (90) days delinquent in the payment of any monetary obligation to the Association, the Association may suspend the right of the Unit Owner, or a Unit's Occupant, Licensee, or Invitee to use Common Elements, common facilities, or any other Association Property until the monetary obligation is paid.

(g) Section 718.303(5) of the Act provides that the Association may suspend the voting rights of any Unit Owner if such Unit Owner becomes more than ninety (90) days delinquent in the payment of any monetary obligation to the Association. Such suspension shall end upon full payment of all obligations currently due or overdue the Association.

3. References to "Assessments" herein shall refer to annual Assessments that are payable monthly or quarterly, as specified by the Board, and due on the first day of each month or quarter, as applicable (hereinafter "Assessment Due Date"), and special Assessments that are due on the date specified by the Board in the notice of the Assessment given pursuant to Section 718.116(10) of the Act ("Special Assessment Due Date"). The Assessment Due Date and Special Assessment Due Date shall collectively be referred to as the "Due Date". All Assessments or Charges not paid within ten (10) days after the Due Date shall be considered delinquent.

4. A monetary obligation as that term is used herein shall include any regular Assessment, special Assessment, Charge, or fine authorized by the Declaration, the Bylaws of the Association, or the Act.

5. If payment of an Assessment in full has not been received by the Association, at such location as the Association may specify from time to time, within ten (10) days of the Due Date, the Association (either by itself or through its agent) will add a late fee of five percent (5%) of the installment due, or \$25.00, whichever is greater. Interest at the rate of eighteen percent (18%) per annum shall also be added, retroactive to the Due Date.

6. Once any Assessment is forty-five (45) days past the Due Date, the Association, to the extent required by law, will provide the delinquent Unit Owner with a thirty (30) day courtesy reminder letter. If not paid, then the Association will turn the matter over to its attorney, who in turn will send a forty-five (45) day Statutory First Notice. Delinquency for the purposes of this Policy shall be measured from the Due Date, without regard to the ten (10) day "grace period" provided in Section 3 of this Rule XI. Owners shall be responsible for all applicable late fees and interest as referenced above, as well as all reasonable expenses of collection, costs, and attorney fees affiliated with the Statutory First Notice.

7. Once any Assessment is seventy-five (75) days past the Due Date, or the payment deadline from the attorney's Statutory First Notice has lapsed, whichever is later, the Association's attorney shall record a claim of lien and provide the Unit Owner with notice of intention to foreclose the lien, as required by the Act, in order to collect the outstanding amounts owed, including, but not limited to, the amount of the delinquent Assessment(s), interest, late fees, attorney fees and costs, reasonable collection expenses, and any amounts that have been accelerated. The President of the Association, or the manager, shall have the authority to instruct counsel to also accelerate remaining Assessments for the fiscal year if, after consultation with legal counsel, the President or manager believes that acceleration is in the best interest of the Association, which may be considered on case-by-case basis. Such claim of lien shall also secure, including, but not limited to, all unpaid Assessments, interest, late fees, attorney fees and costs, and reasonable expenses of collection that are due or may become due subsequent to the date the claim of lien is recorded. The Association's attorney will also send a notice advising the Owner that a foreclosure action will be commenced unless the entire amount indicated on the claim of lien, as well as any sums that have accrued since the date of the claim of lien, are paid within forty-five (45) days from the date of the notice.

8. Pursuant to Section 14.4.3.9 of the Declaration, the Association may withhold approval for transfer of a Unit until all past-due Assessments (including interest, late fees, attorney fees and costs, and reasonable collection expenses) have been paid.

9. **Board Eligibility.**

(A) Any person who is delinquent in the payment of any Assessment due to the Association is not eligible to be a candidate for Board membership. If an individual has submitted a notice of intent to run for the Board, their name shall not be included on the annual meeting election ballot if such individual is delinquent on the date of the deadline for submitting a notice of intent to run for the Board.

(B) If an individual is delinquent at the time of the election, votes cast for such individual shall not be counted and the next highest vote recipient shall be seated, as applicable.

(C) Any individual that is delinquent in the payment of Assessments shall not be eligible for appointment to the Board.

(D) A Director or Officer more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

10. Should any Unit Owner become more than ninety (90) days delinquent in the payment of any monetary obligation to the Association, the Board of Directors shall consider the suspension of such Unit Owner's, or Unit Occupant's, Invitee's, or Licensee's use rights of the Common Elements and Association Property and voting rights at a regularly scheduled Board meeting or a special meeting of the Board. In the event that such suspension is imposed at said meeting, the Association shall notify the Owner, and if applicable, the Unit's Occupant, Licensee, or Invitee, of such suspension by mail or hand delivery. Such suspension shall continue until all outstanding monetary obligations are brought current. Use rights in all Common Elements and Association Property shall be included in such suspension, including, without limitation, all amenities, recreational or social facilities, and use of any beach area that is part of the Common Property, but excluding Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators.

11. The Unit Owners whose voting rights have been suspended shall be subtracted from the quorum and voting requirements of any votes taken during such suspension to the extent permitted by the Act, the Declaration, or the Bylaws.

12. It is the intent of the Board that this Assessment Collection Policy be adhered to as closely as possible. However, any deviation from or waiver of this Policy will not affect the collections process and cannot be raised as a defense by a delinquent Unit Owner in any collections proceeding. Further, except where prohibited by law (as in the case of Board eligibility) the Board shall have the authority to deviate from or waive the provisions of this Policy when, in the opinion of the Board of Directors, the best interests of the Association are served by such waiver or deviation, including, but not limited to, situations where substantial hardship or excusable neglect by the Unit Owner has been shown. The waiver or deviation of the provisions of this Policy in one instance shall not require waiver or deviation in any other instance.

13. The President of the Association or the manager of the Association shall have the authority to implement this Policy without need for specific approval of the Board, except that the suspension of use rights provided for in Section 10 of this Rule XI and the waivers provided for in Section 12 of this Rule XI above shall be considered by the Board.

XII. RULES AND REGULATIONS ESTABLISHING FORM OF QUESTION AND ANSWER SHEET.

WHEREAS, Section 718.504 of the Act provides as follows, in pertinent part:

In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled "Frequently Asked Questions and Answers," which shall be in accordance with a format approved by the division and a copy of the financial information required by s. 718.111. This page shall, in readable language, inform prospective purchasers regarding their voting rights and unit use restrictions, including restrictions on the leasing of a unit; shall indicate whether and in what amount the unit owners or the association is obligated to pay rent or land use fees for recreational or other commonly used facilities; shall contain a statement identifying that amount of assessment which, pursuant to the budget, would be levied upon each unit type, exclusive of any special assessments, and which shall further identify the basis upon which assessments are levied, whether monthly, quarterly, or otherwise; shall state and identify any court cases in which the association is currently a party of record in which the association may face liability in excess of \$100,000; and which shall further state whether membership in a recreational facilities association is mandatory, and if so, shall identify the fees currently charged per unit type. The division shall by rule require such other disclosure as in its judgment will assist prospective purchasers.

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt Rules and Regulations, as contemplated by the above-quoted statute.

NOW THEREFORE, the following rule is adopted:

1. The Board of Directors shall have and update a Frequently Asked Questions and Answer Sheet to be updated annually, as show below:

FREQUENTLY ASKED QUESTIONS AND ANSWERS

Terrace IV at Heritage Cove Association, Inc.

As of _____, 20____

Q: What are my voting rights in the Association?

A: Each Unit has one (1) vote per Unit. Generally speaking, Unit Owners are entitled to vote for the election of Directors, the level of reserve funding, the waiver of certain financial reporting requirements, and amendments to the Declaration of Condominium, the Articles of Incorporation, and the Bylaws of the Association. Owners are entitled to vote in person or by limited proxy. The election of Directors is conducted at the annual meeting through a balloting procedure.

Q: What restrictions exist in the Condominium Documents on my right to use my Unit?

A: Article 13 of the Amended and Restated Declaration of Condominium contains restrictions regarding occupancy, pets, residential use, and nuisances. These are only some of the restrictions; additional restrictions may be found in the Amended and Restated Declaration of Condominium as well as the Amended and Restated Rules and Regulations. All prospective buyers are required to review the full set of Condominium Documents carefully.

Q: What restrictions exist in the Condominium Documents on the leasing of my Unit?

A: Article 15 of the Amended and Restated Declaration sets forth the restrictions on leasing. No Unit Owner shall lease or rent any Unit unless the Owner makes such request in writing to the Association setting forth the names of the proposed lessees together with such other pertinent information about the number of people who will be occupying the Unit, their ages, and additional information as may be required by the Association. The Association may delegate this responsibility to the Association's manager. The minimum lease or rental term is sixty (60) consecutive days in duration. No Unit shall be leased more than three (3) times in any twelve (12) month period. No animals are permitted in leased Units except in accordance with applicable federal or state laws.

Q: How much are my Assessments to the Association for my Unit type and when are they due?

A: Assessments are based on each Unit's percentage of ownership in the Condominium, as same exists at the time of the assessment. Assessments are due and payable quarterly on the first day of the quarter. The 2025 quarterly fee per Unit is \$1,250.00.

Q: Do I have to be a member in any other Association? If so, what is the name of that Association and what are my voting rights in that Association? Also, how much are my Assessments?

A: Yes, you are required to be a member of the Heritage Cove Community Association, Inc., and pay Assessments as levied. The members of this Association select a Voting Representative for casting their votes on Community Association matters other than election of Directors. The 2025 Annual Assessment is in the amount of \$3,425.00 per Unit. There is a Capital Contribution that is due and payable by the Buyer upon the closing of a sale of a Unit.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No. There are no rent or land use fees due to any other entity.

Q: Is the Association or other mandatory membership association involved in any court cases in which it or they may face liability in excess of \$100,000.00? If so, identify each such case.

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE COMPLETE SET OF CONDOMINIUM DOCUMENTS.

EXHIBIT “1”**TECHNICAL SPECIFICATIONS FOR HURRICANE PROTECTION**

In accordance with Section 718.113(5) of the Condominium Act, these Hurricane Protection Specifications are hereby adopted by the Association’s Board of Directors. The installation, maintenance, repair, replacement, and operation of hurricane shutters, impact glass, code-compliant windows or doors, and other code-compliant products that are expressly specified herein (collectively “**Hurricane Protection**”) are the only approved Hurricane Protection. The installation of any such approved Hurricane Protection shall not be considered a material alteration or substantial addition to the Common Elements or Condominium Property within the meaning of the Condominium Act. However, any alteration or installation that is visible from the exterior of the Unit must comply with the applicable provisions of Sections 8.2, 8.3, and 8.4 of the Declaration.

1. The materials, equipment, installation, and construction of hurricane shutters installed on any property subject to the Rules and Regulations of the Association shall conform in all respects with the applicable building code and any applicable requirements of construction established by the government agency having jurisdiction over construction in the Condominium related to the wind load requirements for hurricane shutters.

2. Further specifications are as follows:

A. **Type of Shutter or Panel:** Roll Down; Storm Panel; Accordion; and Sliding (inside Lanai)

B. **Material:** Aluminum; Lexan; Hurricane Proof Glass

C. **Color:** White, except for Lexan and Hurricane Proof Glass

D. **Installation:** On Lanais. The shutters must be installed either abutting the interior of the screen or directly covering the windows and doors within the Lanai.

E. **Fastener/Attachment Specifications:**

1. Must submit samples of types of fasteners to be used.

2. (a) Fasteners for aluminum components must be to current building code.

(b) Concrete anchors: Type 304 stainless steel (“Rawl Tapper”) with neoprene and stainless steel washer, length and diameter as required for proper embedment.

3. No pop rivets

F. **Other Specifications; Comments:**

1. Sealant: To current building code

2. Color: With the exception of glass or Lexan, must be white

G. Drawings of Installation:

A drawing of design and installation must be attached to the Hurricane Protection Application.

EXHIBIT "2"**APPLICATION FOR HURRICANE PROTECTION**

I/We, the undersigned Unit Owner/s, understand that pursuant to the Association's Rules and Regulations Governing Hurricane Protection Specifications and Installation of Hurricane Shutters, the Board of Directors must approve each installation of Hurricane Protection. I/We represent that the information contained below is correct.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

Unit Owner Name: _____
Address: _____

Unit # _____
Phone No.: _____

Contractor: _____
Address: _____

Phone No.: _____
License No.: _____

Proposed Date of Installation: _____

Please attach a copy of the shutter proposal with plans and specifications.

By signing this Application it is agreed that I/we have received and read a copy of the Association's Rules and Regulations Governing Hurricane Protection Specifications and Installation of Hurricane Shutters, as well as the Rider to Application for Hurricane Protection attached hereto and made a part of this Application, and that I/we agree to abide by all requirements of the Rules and Regulations. I/We agree that the foregoing information is true and correct.

Signature of Unit Owner/Applicant

Date: _____

This application form and a drawing/plan should be submitted to:

Florida Sunset Association Management
c/o Anna Lytle, CAM
1520 Royal Palm Square Boulevard, Suite 360
Fort Myers, FL 33919

Should you have any questions please contact Florida Sunset Association Management.

The above request for installation of Hurricane Shutters for Unit # _____ has been:

☐ APPROVED ☐ APPROVED WITH CONDITIONS ☐ DISAPPROVED

BOARD/MANAGEMENT: _____

DATE: _____

RIDER TO APPLICATION FOR HURRICANE PROTECTION

1. **Operation of Hurricane Shutters.** Whether open or closed, hurricane shutters shall at all times be fastened securely in place in accordance with manufacturer, building code, and installation requirements.
2. **Liability.** The Owner of the Unit to which the hurricane shutters are installed shall be liable for any and all damage to the Condominium Property, Association Property, or the property of other Owners arising out of or concerning the construction, installation, or maintenance of the hurricane shutters.
3. **Removal of Shutters.** The Owner agrees to be responsible for all costs of removal and reinstallation of the hurricane shutters, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair, and replacement duties as set forth under the Declaration and the Act.
4. **Technical Specifications.**
 - A. The hurricane shutters, and the installation thereof, shall conform in all respects to the State Minimum Building Codes and the building codes of the governmental agencies having jurisdiction over the hurricane shutters installation in the Condominium.
 - B. The minimal and general specifications adopted by the Association, which shall be applicable to and binding upon all hurricane shutter installations, are attached to the Association's Rules and Regulations as **Exhibit "1"** and incorporated herein by reference.
5. **Authority of Association Officers and Agents.** All references to "Board" or "Association" herein shall include authorized Officers and agents of the Association.
6. **Miscellaneous; Remedies.** Any Unit Owner seeking approval for hurricane shutters shall sign an Application in which the Owner agrees to comply with the Rules and Regulations Governing Hurricane Protection Specifications and Installation of Hurricane Shutters, this Rider, and any other rules, regulations, or restrictions concerning hurricane shutters, including the following:
 - A. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance, and continued first-class upkeep of the hurricane shutters.
 - B. Owner assumes all responsibility for procuring, buying, and/or obtaining all necessary building permits, zoning permits, or variances, and for adherence to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all town, city, county, state, or other governmental entities, including compliance with current building codes.
 - C. Owner agrees to construct and maintain the hurricane shutters in a first-class manner, and the Association shall have the right, upon prior notice to the Owner, to periodically inspect the shutters to verify compliance with this requirement. If Owner fails to maintain the hurricane shutters as required herein, after ten (10) days' written notice from Association to Owner, the Association shall have the right to perform, or have performed, any required maintenance or

repair work, or to have the hurricane shutters removed and the Unit restored to its condition prior to the installation of the hurricane shutters. The Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the subject Unit in order to secure payment of any such sums. Said lien shall bear interest and be collectable and foreclosable in the same manner as liens granted to the Association under the Declaration and the Condominium Act for non-payment of Condominium Assessments.

D. Owner agrees to indemnify, defend, and hold harmless the Association from any and all claims, actions, costs, or expenses of any nature whatsoever, including, but not limited to, attorney fees, arising out of or because of the construction, installation, or maintenance of the Hurricane Shutters.

E. Owner agrees to be responsible for any damage to the Condominium Property, Association Property, or other Units within the Condominium that is caused as a result of the construction, installation, or maintenance of the hurricane shutters.

F. The Association shall not be required to approve or permit any hurricane shutters unless and until the Owner requesting the installation thereof has fully and completely complied with each and every provision of the Rules and Regulations Governing Hurricane Protection Specifications and Installation of Hurricane Shutters, this Rider, and any other rules, regulations, or restrictions concerning hurricane shutters.

G. No Contractor, subcontractor, laborer, or materialman shall be permitted entry upon the Condominium Property for purposes of actual installation, construction, or delivery of materials unless and until the proposed hurricane shutters have been approved by the Association.

EXHIBIT "3"**RENOVATION AND REMODELING APPLICATION REQUEST**

This Renovation and Remodeling Application Request is to be completed by the Unit Owner and submitted to the Association for approval **BEFORE** any work commences. Please refer to the current Governing Documents, including any amendments thereto, for information on the architectural review process. **All applications must have the Unit Owner's affidavit disclaimer/release PLUS the vendor license and insurance attached.**

TO BE COMPLETED BY UNIT OWNER:

Date: _____

Name: _____

Property Address: _____ Unit # _____

Phone: _____ Email: _____

DETAILED DESCRIPTION (INCLUDE DATES OF EXCESSIVE NOISE SO OTHER RESIDENTS CAN BE NOTIFIED): _____

LOCATION WITHIN UNIT OR LANAI: _____

SPECIFICATIONS: All applications must include **detailed copies of plans, diagrams, pictures of materials to be used, and paint/material color samples**, showing the changes or additions. Applications submitted without detailed specifications will not be reviewed. All requests must conform to all local zoning and building regulations and include copies of all necessary permits.

Return Completed Application To:

Florida Sunset Association Management, Attn: Anna Lytle, CAM
 1520 Royal Palm Square Boulevard, Suite 360, Fort Myers, FL 33919

BELOW SECTION TO BE COMPLETED BY ARCHITECTURAL REVIEW BOARD:

REQUEST (check one): _____ Approved _____ Denied Date: _____

COMMENTS: _____

BOARD MEMBER or PROPERTY MANAGER'S SIGNATURE: _____

Print Name: _____