Avalon of Naples III Condominium Association, Inc.

Declaration/CC&Rs



Cardinal Management Group of Florida, Inc.

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CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
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This instrument was prepared by
Record and Return to:
Vogler Ashton, PLLC
705 10th Ave. W. Ste. 103
Palmetto, Florida 34221

DECLARATION OF CONDOMINIUM

OF

AVALON OF NAPLES III, A CONDOMINIUM

NEAL COMMUNITIES ON THE BRADEN RIVER, LLC, a Florida limited liability company, does hereby declare as follows:

1. INTRODUCTION AND SUBMISSION.

1.1 The Property. The Developer owns the fee title to certain real property located in Collier County, Florida, as more particularly described in Exhibit "A" annexed hereto and made a part hereof (the "Property"). The address of the Property is 6972 Avalon Circle, Naples, Florida.

1.2 Submission Statement. The Developer hereby submits Phase I of the Property and all improvements erected or to be erected thereon, all rights and appurtenants belonging thereto, and all other property, real, personal or mixed, now or hereafter situated on or within Phase I of the Property to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and to the provisions and terms of this Declaration of Condominium of Avalon of Naples III, a Condominium, (the "Declaration"). The terms and provisions of this Declaration shall be binding upon Phase I of the Property and all owners thereof, including their successors and assigns, the provisions of which shall restrict Phase I of the Property and shall run with the land. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon Phase I of the Property as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided for herein.

1.3 Name. The name by which this condominium is to be identified is AVALON OF NAPLES III, A CONDOMINIUM (hereinafter called the "Condominium").

1.4 Avalon Community. The Condominium is part of a planned residential development known as Avalon of Naples. The Developer contemplates that Avalon of Naples will consist of three (3) or more condominiums, one of which is the

Condominium. Also, the Condominium will be subject to a master association that will own, operate, maintain, repair, and replace, for the benefit of Avalon of Naples and all of the condominiums, including the Condominium, the master infrastructure including the roadways, lakes, drainage systems, entry gates, conservation areas, and such recreational facilities, amenities, and other services provided by the Developer at its option (the "Master Infrastructure"). The maximum number of Units entitled to use the Master Infrastructure shall be one hundred fifty two (152).

1.5 Condominium as Phased Condominium. Developer intends to develop the Condominium as a phase condominium as provided by Section 718.403, Florida Statutes. In addition to the Phase I Land submitted to the condominium ownership pursuant to this Declaration, Developer contemplates that some or all of the Additional Phases may, by amendment or amendments hereto, be added to the Condominium Property. If, as and when Additional Phases are added, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements in such Additional Phase, and the easements and rights appurtenant thereto which are submitted to condominium ownership as part of each such Additional Phase. Each Additional Phase added to the Condominium Property will utilize the Master Infrastructure.

2. DEFINITIONS. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.2 "Additional Phase" means any of Phase II, III, IV, V, and VI, more particularly described and depicted in Exhibits B-II, B-III, B-IV, B-V, and B-VI, respectively, which Developer may, but shall not be obligated to, submit to condominium ownership as part of the Condominium Property.

2.3 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

2.4 "Assessment" means a share of the funds that are required for the payment of Common Expenses that from time to time is assessed against the Unit Owner.

2.5 "Association" or "Condominium Association" means AVALON OF NAPLES III CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.

2.6 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its Members.

2.7 "Board" or "Board of Directors" means the representative body that is responsible for administration of the Association.

2.8 "Building(s)" means the structure(s) situated on the Condominium Property in which the Units are located, regardless of the number thereof.

2.9 "By-Laws" mean the By-Laws of the Association, as they are amended from time to time.

2.10 "County" means County of Collier, Florida.

2.11 "Common Elements" means and includes: The portions of the Condominium Property that are not included in the Units, including, without limitation, the following items:

(a) The portions of the Condominium Property that are not included within the Units.

(b) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of Utility Services and/or heating, cooling, ventilation, or other services to more than one (1) Unit, to the Common Elements, and/or to the Association owned property, together with related property and installations.

(c) An easement of support in every portion of a Unit which contributes to the support of the Building, other Units and/or any part of the Common Elements.

(d) The property and installations required for the furnishing of utilities and other services to more than one Unit, the Common Elements, and/or Association Property.

(e) All structural columns, chases and bearing walls regardless of where located.

(f) Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act, which shall specifically include the Surface Water Management System Facilities of the Condominium, which are not part of the Master Infrastructure, including but not limited to storm piping, and lake(s), if any.

2.12 "Common Expenses" mean all expenses properly incurred by the Association in the performance of its duties for the operation, management, maintenance, repair, replacement or protection of the Common Elements and Association Property, if any, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the By-Laws. For all purposes

of this Declaration, "Common Expenses" shall also include, without limitation: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) the cost and expense of any and all assessments imposed by the Master Association and applicable to the Condominium or the Association; (c) the cost of any bulk contract for master antenna television system or cable or satellite television service, broadband, telecommunications, satellite and/or internet services, if any; (d) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems; (e) roadway repair and replacement; (f) the cost of landscaping, lawn maintenance, limited access entry gate(s), signage, and perimeter boundary wall or fence, if any; (g) performance and management of the conservation easement conveyed to Collier County, Florida; (h) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (i) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment, including without limitation, leases for trash compacting and/or recycling equipment, if same is leased by the Association rather than being owned by it; (j) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as hereinafter defined); (k) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (l) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance and bonds for officers and directors of the Association; (m) costs of water and sewer, electricity, gas and other utilities which are not metered to individual Units; and (n) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage. Common Expenses shall not include any separate obligations of individual Unit Owners.

2.13 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.

2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context requires or permits, the term includes all other appurtenances to the Unit.

2.15 "Condominium Property" means the lands, leaseholds, improvements and other personal property described in Subsection 1.2 hereof, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.16 "County" means the County of Collier, State of Florida.

2.17 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

2.18 "Developer" or "Declarant" means NEAL COMMUNITIES ON THE BRADEN RIVER, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

2.19 "Dispute", for purposes of Article 18 of the By-Laws, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or By-Laws to: (i) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (ii) alter or add to a common area or Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; any claim against the Developer, or the levy of a fee or Assessment or the collection of an Assessment levied against a party.

2.20 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.

2.21 "Institutional First Mortgagee" means a bank, savings bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.

2.22 "Life Safety Systems" mean and refer to any and all emergency lighting, audio and visual signals, security systems, and sprinkler and smoke detection systems, if any, which have been installed in the Building, both within and without the Units, pursuant to the requirements of the applicable governmental authority having jurisdiction over same. All such Life Safety Systems, if any, together with all conduits, wiring, electrical connections and systems related thereto, shall be Common Elements.

2.23 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.24 "Master Association" means AVALON OF NAPLES MASTER CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Master Infrastructure.

2.25 "Member" means an Owner who, or which, is a member of the Association and the Master Association.

2.26 "Phase" or "Phases" means that portion of the Property and improvements thereon, as contemplated by Section 718.403, Florida Statutes, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.

2.27 "Phase I" refers to the real property and improvements thereon more particularly described in Exhibits A and B-I which Developer is submitting to condominium ownership pursuant to this Declaration.

2.28 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.29 "Property" means the real property upon which the Improvements have been constructed.

2.30 "Surface Water Management System Facilities" means all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and the like, if any, located on the Common Elements of the Condominium Property and not included as part of the Master Infrastructure.

2.31 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.32 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

2.33 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration, By-Laws, and Articles of Incorporation, shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable or satellite television, telephone, communication devices and

elements, digital service, sprinkler, irrigation, drainage, sewage and garbage disposal.

3. DESCRIPTION OF CONDOMINIUM.

3.1 Identification of Units. Initially the Condominium Property consists of Phase I which shall have constructed thereon one (1) Building containing eight (8) Units for a total of eight (8) Units. Each Unit, including those added in an Additional Phase, is, or shall be, identified by a separate numerical designation. The Units in each Phase shall be identified by a one (1) or two (2) digit number (representing the building number) followed by a two (2) digit number which indicates the unit number within each Building (e.g. 101, 108, etc.) and is referred to in the exhibits hereto. No Unit bears the same designation as any other Unit in the Condominium. The designation of each of the Phase I Units is set forth on Exhibit "B" attached hereto. Exhibit "B" consists of a survey of the Property, a graphic description of Phase I and the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan 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 dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (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 which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

3.2 Unit Boundaries. Except as otherwise provided herein, each Unit shall include that part of the Building containing the Unit that lies within the following boundaries, inclusive of its garage:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) Upper Boundaries. The horizontal plane of the unfinished lower surface (including paint, and similar coverings, but excluding the drywall, wallboard, or similar material used to construct the ceiling) of the structural ceiling (which will be deemed to be the ceiling of the top story if the Unit is a multi-story Unit), provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling(s) of the lower or middle floor(s) for which there is no corresponding ceiling(s) on the middle or upper floor(s) as

appropriate, directly above such lower or middle floor ceiling(s) as appropriate.

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the structural floor of the Unit (which will be deemed to be the concrete floor of the first story if the Unit is a multi-story Unit, and the concrete or cementitious surface of the upper floor(s)), provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor(s) of the middle or upper floor(s) for which there is no corresponding floor(s) on the middle or lower floor(s) as appropriate, directly below the floor(s) of such middle or upper floor(s).

(iii) Interior Divisions. Except as provided in Subsections (i) and (ii) above, no part of the floor of the middle or upper floor(s), ceiling of the middle or lower floor(s), stairwell, adjoining floors or nonstructural interior walls shall be considered a boundary of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit (including paint, wallpaper, and similar coverings, but excluding the drywall, wallboard, or similar material used to construct the walls) extended to their planar intersections with each other and with the upper and lower boundaries.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks, window casings and weather stripping thereof. Exterior surfaces made of glass or other transparent material, and all framing and casings therefor, shall be included in the boundaries of the Unit, and the maintenance, repair, and replacement of the impact glass shall be the responsibility of the Unit Owners.

(d) Boundaries - Further Defined. The boundaries of the Unit shall include the garage to which direct access is afforded, any staircase or walkway connecting a garage to the living area of the Unit and any optional elevator that may be installed in a Unit. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all chase and

columns and all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.

(e) Exceptions and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "B," the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous, the Board of Directors or a majority of the voting interests of the Unit Owners shall have the right to amend the Declaration without a meeting to correct such survey, and any such amendment shall not require the joinder of any Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit "B" describing the boundaries of a Unit, the language of this Declaration shall control.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

(a) Balconies, Lanais, Porches, Terraces and Patios. Any balcony, lanai, lanai screens railings and framework, porch, terrace or patio (and all improvements thereto and walls facing same), as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others; and the direct entry area to any Unit; the exterior door hardware of any door providing access to any particular Unit; any window screens of any door or window providing access to any particular Unit; the sidewalk providing direct access to any particular Unit; the driveway providing direct and exclusive access to the garage of any particular Unit, and; the garage doors and garage door openers of each Unit, shall be a Limited Common Element of such Unit(s). Notwithstanding the foregoing (i) in the event a sidewalk provides direct access to more than one Unit, the sidewalk shall be a non-exclusive Limited Common Element to each of the particular Units to which the sidewalk provides direct access, and (ii) the top portion or roof of the balcony, porch, lanai or terrace wall shall be Common Elements not Limited Common Elements.

(b) Miscellaneous Areas, Equipment. Any area upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular Unit or Units and the equipment or fixtures themselves, shall be Limited Common Elements of such Unit(s).

(c) Air Conditioning. The air-conditioning and heating systems servicing a Unit are Limited Common Elements. Accordingly, the Unit Owner shall maintain, repair and replace, at his own expense, any portions of such system in need thereof including, but not limited to, filters, the compressor, condenser, motor, fan and related parts.

(e) Mortgage Provision. Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his or her Unit, together with the Limited Common Elements appurtenant thereto (whether or not ordinarily fully assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Units unless they are released from the lien of such mortgage.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):

(a) Support. Each Unit, the Building and the Improvements shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements, and/or Association Property, if any.

(b) Drainage, Access, Maintenance, Utility and Other Services. Non-exclusive easements are reserved under, through and over the Condominium Property, for the Developer and the Association, as may be required from time to time, for drainage, access, maintenance, utility, cable television, communications and monitoring systems, digital satellite systems, other satellite systems, broadband communications, Life Safety Systems, security systems, and other services in order to serve the Condominium and/or members of the Association. The aforementioned easements are perpetual and shall run with the land; they may not be terminated, extinguished or restricted. A Unit Owner shall do nothing within or outside their Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, digital satellite systems, other satellite systems, broadband communications, Life Safety Systems, security systems, or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any of the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications or monitoring systems, digital satellite systems, other satellite systems, broadband communication systems,

security systems, Life Safety Systems, service and drainage facilities which are Common Elements and any other Common Elements contained in the Unit or elsewhere in or on the Condominium Property, 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 a Unit or Units. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Association and easements are granted hereby over all Condominium Parcels in favor of all Owners and the Association with respect thereto; provided that such right of easement shall not unreasonably interfere with the Unit Owner's permitted use of his Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted). Such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or occupants, and those claiming, by, through or under the aforesaid and for the benefit of all parties authorized to the use and enjoyment of the Condominium Property.

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate; or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner, lessee and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements [but not the Limited Common Elements] as from time to time may be intended and designated for such purpose and use by the Developer or the Board; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this Subsection 3.4(d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Construction; Maintenance. The Developer (including its affiliates and its or their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of undertaking and completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. The Association (and its designees, property managers, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours, upon 24 hour notice, unless in an emergency, as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, in the event of the issuance of a storm watch or storm warning.

(f) Sales and Leasing Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales, leasing, management, administration and construction offices, to show model Units and use Units as guest suites, to show the Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.

(g) Cable TV and Communication Devices. The Developer reserves unto itself, its successors, assigns, contractors, designees and nominees, (i) ownership of any satellite, digital, wireless, closed circuit, master antenna or similar device, community antenna or cable television system or the like (including any and all related conduits, wires, amplifiers, antennas, dish, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as the "CATV System"), (ii) Ownership of any digital satellite system and/or other device for internet website communication or the future equivalent (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it or one of its successors, assigns, designees or nominees) installs in part or in whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as the ("DSS System") (iii) a perpetual easement over, through and across the Condominium Property for the installation, servicing, maintenance, repair, replacement and removal of the CATV System the DSS System, or any part thereof, (iv) the

right to connect the CATV System and/or the DSS System to whatever receiving source the owner of the CATV System or the DSS System deems appropriate, (v) the right to enter the Units, upon reasonable notice to the Unit Owner for the purpose of repairing or replacing any portion of any closed circuit, master antenna, community antenna, digital satellite dish, wireless, or cable television system of which he has retained ownership, and (vi) the right to provide (or cause to be provided) mandatory or non-mandatory services to Units through the CATV System and/or the Digital System (and related, ancillary services to Units, including, but not limited to, security-related and other consumer services) at charges not to exceed those normally paid for like services by residents of single-family homes or condominium units within the general vicinity of the Condominium, and to retain or assign all such charges.

(h) Additional Easements. The Developer (for as long as it owns any Unit in the Condominium) and the Association, thereafter, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

(i) Conservation Easements. Any conservation and/or preservation areas or easements designated as such on the Plat shall be maintained by the Master Association in accordance with the approved County Resource management plan and the Code. The following acts and activities are expressly prohibited within the boundaries of the areas designated on the Plat as Conservation Easements without the prior consent of the County; provided however, all construction, activities and use of the Conservation Easement consistent with the approved Preliminary and Final Site Plans, Construction Drawings, Development Approvals and the like for the Property shall be permitted uses of the Conservation Easement area without further consent by the County: a) construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground; b) construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization; c) dumping or placing of soil

or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials; d) removal, mowing, or trimming of trees, shrubs or other vegetation, except for permitted maintenance; e) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface; f) surface use except for purposes that permit the land or water areas to remain in its natural condition; g) any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation; h) acts or uses detrimental to such retention of land or water areas; i) application of fertilizers, pesticides, or herbicides.

(j) Developer's Future Development Easement. The Developer, for itself and its successors and/or assigns, including future grantees and including its affiliates and its or their designees and contractors, reserves an easement on, over, under, and across the Condominium Property and any area planned for an Additional Phase not added to the Condominium, for temporary or permanent ingress, egress and for the future development and construction of improvements and all actions incident thereto, including the right to tie into existing utility installations or services, or to lay additional lines, cables or other installations, for the benefit of the property located adjacent to the Condominium Property, whether now owned by Developer or acquired in the future, including but not limited to ingress and egress for construction and sales. Notwithstanding the foregoing, in the event Declarant, its successors and/or assigns causes physical damage to the Condominium Property or improvements thereon in connection with the future development of the adjacent property, with the aforementioned easement rights, it shall have the obligation to restore the property so damaged to substantially the same condition in which it existed prior to such damage. Notwithstanding the foregoing, Developer, its successors and/or assigns, shall not be liable for consequential damages arising from or related to its utilization of the easement.

This easement shall benefit Developer's successors and assigns, including, but not limited to, the successors, assigns, guests, invitees, licensees, and grantees of lots, units or any portion of the adjacent property that Developer may acquire and may subsequently convey. In the event such easement develops into an easement for the permanent ingress and egress for the lot or unit owners of the aforementioned adjacent property, then the owners of the adjacent property shall share in the cost of the maintenance, repair and replacement of the roadways and the utility lines tied into and utilized in the percentage share arrived at in accordance with the following formula: the numerator shall be the number of lots and/or units located on the benefited adjacent property, and the denominator shall be the total number of lots and/or units of the benefited adjacent property plus the number of Units in this Condominium.

(k) Covenant. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Owners do hereby designate Developer and/or Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

The easements reserved in this section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Section 24.16 herein.

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

5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.

5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is 12.5000.

5.2 Voting. Each Unit shall be entitled to one (1) vote which vote shall be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or the Vice-President and attested by the Secretary or the Assistant Secretary of the said

corporation, and filed with the Secretary of the Association. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by a General Partner. If a Unit is owned by a limited liability company, it shall designate a member entitled to cast the Unit's vote by executing a certificate to be filed with the Association, signed by the Managing Member. The person designated in any such certificate shall be known as the "Voting Member" and such person need not be a Unit Owner. If, for a Unit owned by more than one person, by a corporation or a partnership, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable: (a) They may, but they shall not be required to, designate a Voting Member; (b) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; (c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit's vote.

A person or entity owning more than one Condominium Parcel may be designated as a voting member for each such Condominium Parcel which it or he owns. The Developer shall be deemed an Owner and Voting Member of and for each unsold Unit. Failure by all Owners of a Condominium Parcel to file the aforementioned written statement with the Secretary prior to or at a members' meeting will result in depriving such Owners of a Condominium Parcel of a vote at such meeting.

6. AMENDMENTS. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than twenty percent (20%) of the voting interests of Units of the Association. If twenty percent (20%) of the voting interests petition the Board of Directors to address an item of business, the Board of Directors, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular board meeting or at a special meeting called for that purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, by ballot or limited proxy, where required by the Act, provided that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of

Unit Owners in excess of sixty-seven (67%) percent of the voting interests of all Units in the Condominium.

6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses of the Condominium and owns the Common Elements and Common Surplus of the Condominium, (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens on the Unit, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of sixty-seven (67%) percent of the Voting Interest(s) of Unit Owners. No amendment may be adopted which would materially affect the rights or interests of mortgagees of Units, without the consent of said mortgagees which are materially affected in each instance, which consent may not be unreasonably withheld. The acquisition of property by the Association, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units and accordingly, shall not constitute a Material Amendment.

6.3 Mortgagee's and Developer's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to any mortgagees of Units, or the Developer, without the consent of said mortgagees, or Developer, in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance, Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment; without limiting the generality of the foregoing, nor shall any amendment change the provisions of Section 11.6 or Section 24.16 without the consent of the Developer as any amendment to said Sections would affect the Developer's rights and responsibilities. The provisions of this Section 6.3 may not be amended in any manner.

6.4 By or Affecting the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to affect such change whatsoever, except for an amendment to affect a Material Amendment, which must be approved, if at all, in the matter set forth in Subsection 6.2 above. The unilateral amendment right set forth herein shall include, without limitation, the right to correct scrivener's errors in this Declaration or any of its exhibits or amendments. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.

6.5 Additional Phase. Any amendments to this Declaration required to add an Additional Phase shall be effected by the Developer alone without the vote or consent of the Unit Owners, their mortgagees, or any successors in interest thereto.

6.6 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of Collier County.

No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted and the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

7. MAINTENANCE, REPAIRS AND REPLACEMENTS.

7.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, Unit stair cases, elevators servicing only one Unit, if any, and garages and garage doors and openers, maintenance, repair and replacement of screens, windows, the interior side of the entrance door, all door hardware, and all other doors within or affording access to a Unit, and the electrical from the electric meter (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

The air-conditioning and heating systems servicing a Unit are Limited Common Elements. Accordingly, the Unit Owner shall maintain, repair and replace, at his own expense, any portions of such system in need thereof including, but not limited

to, filters, the compressor, condenser, motor, fan, condensation and refrigerant lines, and related parts.

A Unit Owner shall have the obligation to maintain, repair, and replace at his expense all fans, stoves, hot water heaters, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide Utility Service to his Unit.

A Unit Owner may not screen or enclose his balcony, porch, lanai, terrace, patio or deck except as originally installed by the Developer, or with the prior written approval of the Board of Directors of the Association. In addition, a Unit Owner may not install exterior lighting to the walls or ceilings of his balcony, porch, lanai, terrace, patio or deck other than to Developer pre-wired junction boxes.

Accordingly, any expense for the maintenance, repair or replacement relating to balconies, porches, lanais, patios, terraces or decks (excluding painting, as provided below) as Limited Common Elements shall be treated as and paid for by the Unit Owner who is the Owner of the appurtenant balcony, porch, lanai, patio, terrace or deck as a Limited Common Element and not as a Common Expense of the Association.

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7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein (i.e., as to Limited Common Elements), or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements, including but not limited to, the Life Safety Systems, all portions of the Condominium (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, chasing and load bearing columns, all of such portions of the Units contributing to the support of the Building, which shall be deemed Common Elements of the Condominium, all conduits, chases, chase areas, ducts, plumbing, air-conditioning, wiring and other facilities for the furnishing of Utility Services which are contained in the portions of the Unit contributing to the support of the Building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained, the resurfacing of those Parking Spaces which are Common Elements, all property owned by the Association, all incidental damage caused to a Unit by the above work, all painting of exterior parapet walls and ceilings within exterior balconies, lanais, terraces and patios, shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units and are part of the Unit or are Limited Common Elements thereof, except for

those portions to be maintained, repaired and replaced by the Association, shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, provided said equipment, fixtures or other items are either part of the Unit or are Limited Common Elements. Where a Limited Common Element consists of a terrace, balcony, porch, lanai, court, patio or deck area, the Unit Owner who has the right to the exclusive use of said terrace, balcony, porch, court, lanai, patio, or deck shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including the paint and surface of the floor and ceiling within said area, if any, and any floor or wall coverings, if any, and the fixed and/or sliding glass door(s) or other portions of the entrance way(s) of said area, and to the Unit, the stairs and/or stairwells attached to the terrace, balcony, porch, lanai, or court areas descending to ground level, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any; provided, however, the Association shall maintain and repair all exterior roofs, if any, of said balcony, porch, lanai, court, patio or deck, and below the unfinished surface of the structural floor, which shall be a Common Expense to all Unit Owners. The Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration and applicable law. Notwithstanding anything contained herein to the contrary, the Association shall not be liable or responsible for any loss or damage occasioned to any floor, ceiling, or wall covering of said areas which may be damaged as a result of the Association's obligation of maintenance, repair or replacement under this Article 7, and the Unit Owner shall bear the cost of any such loss or damage.

Unit Owners shall not decorate or change the appearance or color of any portion of the exterior of the Building, including garage doors, balconies, porches, lanais, patios, decks or terraces or any stucco portion of the Unit, and shall secure the prior written approval of the Association as to, including but not limited to, the color, type of material, setting material and other product and installation specifications, prior to the installation or replacement of any flooring on balconies, porches, patios or terraces.

Unit Owners shall promptly report to the Association, in writing, any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

No Condominium Parcel Owner other than the Developer shall make any alterations in the portions of the Buildings which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the Buildings or impair any easement.

Notwithstanding the foregoing, any repair or replacement to a Common Element, or Limited Common Element occasioned as a result of the negligence or intentional act of the Owner, his family, tenants, guests or invitees of a Unit, the cost of such repair or replacement shall be charged to the Owner of such Unit.

8. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of One Hundred Thousand ($100,000.00) Dollars in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests of the Association present in person or by proxy at a meeting called for that purpose at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate of One Hundred Thousand ($100,000.00) Dollars or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER.

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, any structural addition, alteration or improvement in or to the Unit or any Limited Common Element, or any change to the Unit which is visible from any other Unit, or the Common Elements (including, but not limited to, the installation of window boxes, screens, sliding glass doors, enclosure of balcony area, awnings, hot tubs, trellises, satellite dish or antennae, except to the extent specifically required to be permitted by law) or any other change to the physical appearance of the Buildings or balconies, porches, lanais, terraces, patio areas and roof areas, without in each instance, the prior written consent of the Board of Directors of the Association. No Unit Owner shall make any material addition, alteration or improvement in or to the interior of the Unit without the prior written consent of the Board of Directors. Any and all requests for electrical, mechanical and structural additions, alterations and improvements must be submitted with plans prepared and sealed by the appropriate professional (*i.e.*, architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request and all sealed plans and additional information requested are received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Association, through action of the President, may extend the thirty (30) day review period to meet unforeseen or emergency circumstances. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property, and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association.

The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions.

Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

9.2 Weight and Sound Restrictions. Hard and/or heavy surface floor coverings, such as tile, wood, marble, stone, and the like, will not be permitted in any part of a Unit or its Limited Common Elements located on the second or higher floors of the Buildings without prior written approval from the Board of Directors of the Association other than as originally installed by the Developer. A request for use of a hard and/or heavy surface floor covering in any location in any second or higher floor Unit, must be submitted to and approved by the Board of Directors of the Association and also meet applicable structural and sound abatement requirements, as promulgated by the Board of Directors of the Association from time to time, or as set forth in then applicable rules and regulations of the Association. Any installation of hard and heavy surface floor covering in second or higher floor Units must be accompanied by the proper installation of an appropriate sound control

underlayment product/system, the specifications of which shall be promulgated by the Board of Directors of the Association from time to time, or as set forth in then applicable rules and regulations of the Association. Also, the installation of any improvement or heavy object must be submitted in advance to and approved in writing by the Board of Directors of the Association, and be compatible with the structural design of the Building.

Prior to the installation of such hard surface flooring, the Unit Owner must provide the Association with technical data for the complying weight and thickness of the sound control underlayment product/system that meets or exceeds the Association's standards and minimum requirement for sound control underlayment products/system as adopted by the Board of Directors of the Association, from time to time. The Board reserves the right to revise or modify the standards and minimum requirements for sound control underlayment product/systems from time to time. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of improvements installed in violation hereof. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements.

9.3 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems and/or to any other portion of the Condominium Property that may alter or impair the Life Safety Systems or access thereto. The Association shall not make any additions, alterations or improvements to the Life Safety Systems without the prior consent of the appropriate governmental authority and/or the County Fire Department. The Association shall be required to maintain, repair and replace all fire extinguishers installed and/or located within the Common Elements. No lock, padlock, hasp, bar, chain or other devise or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. No entry door to any lobby may be altered or removed. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever or by the Association without the Association obtaining the consent of the applicable governmental authority having jurisdiction over same and/or the applicable Fire Department with jurisdiction. All means of ingress and egress must permit unobstructed travel at all times. No barrier including, but not limited to personal property, shall impede the free movement of ingress and egress.

9.4 Additions, Alterations or Improvements by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 9 shall not apply to Developer owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (i) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements); and (ii) expand, alter or add to all or any part of the recreational facilities or amenities. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.4 shall be adopted in accordance with Section 6, and Section 10 of this Declaration, provided, however, that the exercise of any right by Developer pursuant to clause (ii) above shall not be deemed a Material Amendment.

9.5 Licensed Contractor Required. Unless otherwise specifically approved the Board of Directors or authorized by applicable rules and regulations of the Association, all work performed by a Unit Owner within the Unit or the Limited Common Elements shall be performed by a duly licensed contractor or other licensed professional.

10. CHANGES IN DEVELOPER-OWNED UNITS. Without limiting the generality of the provisions of Subsection 9.4 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (a) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (b) change the layout or number of rooms in any Developer-owned Units; (c) change the size of Developer-owned Units by combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (d) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units, or portions thereof, into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Subsection 6.4, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be

approved as set forth in Subsection 6.2 above. Without limiting the generality of Subsection 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES; MEMBERSHIP.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and By-Laws of the Association (respectively, Exhibits "C" and "D" annexed hereto), as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida, and as set for specifically in Section 617.0302, Florida Statutes, (2015), as amended from time to time; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

(a) The irrevocable right of access to each Unit and Limited Common Elements appurtenant thereto during reasonable hours, when necessary for pest control or other purposes and 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 a Unit or Units. Unit Owners shall be required to deposit a Unit key with the Association in order to provide to the Association access to the Unit as contemplated herein.

(b) The power to make and collect Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair, replace and mortgage the Common Elements and/or Association Property.

(c) The power to acquire title to property upon the vote of seventy five (75%) percent of all the voting interests of the Units (for the purchase of Units at a foreclosure sale no Unit Owner approval is required); to make and collect Assessments and other charges against Unit Owners and to otherwise hold, regulate, administer, convey, lease, maintain, repair, replace and mortgage the Association Property, including the right to grant, modify or relocate easements which are part of or cross the Common Elements or Association Property.

(d) The duty to maintain accounting records according to good accounting practices, which shall be open for inspection by Unit Owners or their authorized representatives at reasonable times upon prior written request.

(e) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be

an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(f) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements, Units and the Condominium Property.

(h) The power to charge a fee for the temporary exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, a right to such temporary exclusive use.

(i) The power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) The Association shall assume all of Developer's and/or its affiliates' responsibilities to governmental authorities issuing permits and authorizations, including, without implied limitation, the County, the State of Florida and the United States of America and its governmental and quasi-governmental agencies, bureaus, subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals

issued by such entities, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(k) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent 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 additions, 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 Section 9 hereof. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

11.3 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 Unit.

11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11.5 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is

specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.6 Limitation upon Action of Association. The Association shall not commence any legal proceedings on its behalf or on behalf of any or all Unit Owners against the Developer without the prior written consent of at least ninety (90%) percent of all Unit Owners other than the Developer. Prior to instituting any such legal proceeding, the Association shall provide the Developer with the written consent of the Unit Owners as referenced above at least thirty (30) days before initiating any such legal proceedings against the Developer.

11.7 Membership. The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the condominium, and as further provided in the By-Laws; after termination of the condominium the members shall consist of those who are members at the time of such termination; all as set forth in the "Articles of Incorporation," attached hereto as Exhibit "C."

11.8 Effect on Developer. So long as Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken by the Association (subsequent to control thereof being assumed by Unit Owners other than the Developer) without the prior written approval of the Developer:

(a) Assessment of the Developer as a Unit Owner for capital improvements;

(b) Any action by the Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Elements by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

12. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium and the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as

determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of a reserve for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, and applicable rules and regulations of the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

13. COLLECTION OF ASSESSMENTS.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments coming due while that person is the Unit Owner. In the case of a voluntary conveyance, the Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein and in the Act, as amended from time to time, for the collection of unpaid Assessments. The liability for Assessments 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 are made or otherwise.

13.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed three percent (3%) of the then existing operating budget of the Association, the Board must obtain approval of a majority of the voting interests represented at a meeting at which a quorum is attained.

13.3 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 bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act (as the Act may be amended from time to time), on Assessments and installments thereof not paid when due. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection and then to the Assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien is effective from and shall relate back to the recording of this Declaration. However, as to an Institutional First Mortgagee of record, the lien is effective as of the date of the recording of a claim of lien in the Public Records of Collier County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner of the Condominium Parcel or any other person claiming an interest in the Condominium Parcel. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid

assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days prior written notice to the applicable Unit Owner, the Association may declare the Assessment installments for the remainder of the budget year in which a claim of lien has been filed to be accelerated (or if acceleration to such extent is prohibited by the Act, then the Association may declare Assessments to the maximum extent permitted under the Act to be accelerated) and such amount shall thereupon be immediately due and payable on the date the claim of lien is filed. In the event the amount of such installments changes during the period for which Assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including 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's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

13.5 Rental After Judgment. If the Unit Owner remains in possession of the 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.

13.6 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the mortgagee's liability is limited to a certain period of time, and in no event to exceed the maximum percentage amount of the original mortgage debt, all as set forth in the Act as same may be amended from time to time. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of

foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

13.7 Developer's Liability for Assessments. The Developer has guaranteed that the Assessments for Common Expenses of the Condominium imposed upon the Unit Owners other than Developer shall not increase over the amount set forth in ~~an~~ Exhibit A to the Purchase and Sale Agreement delivered to purchasers from the Developer, commencing on the date the first Unit in the Condominium is conveyed to a purchaser by the Developer and ending on December 31 of that year. ("Initial Guarantee Period"). Exhibit A to the Purchase and Sale Agreement is specifically referenced in this Declaration to identify the stated dollar amount of the Developers guarantee of common expenses. During the Initial Guarantee Period, the Developer will not be required to make payments for Assessments attributable to Units owned and offered for sale by the Developer, including but not limited to assessments for reserves, if any, but, instead, will be obligated to pay any amount of Common Expenses incurred during that period and not produced by the Assessments at the guaranteed level receivable from other Unit Owners. The foregoing provisions are pursuant to Florida Statutes Section 718.116(9)(a). After the Initial Guarantee Period, the Developer shall have the option, but not the obligation, to extend the guarantee for up to six (6) additional periods of one (1) year each commencing at the expiration of the Initial Guarantee Period, and as otherwise authorized by the Act. If Developer does not provide notice that it elects not to extend the Guarantee Period, then the Guarantee Period shall be deemed extended. The Guarantee Period shall automatically terminate on the earlier of (i) the date of the meeting of the Members at which Turnover occurs, or (ii) the date on which Developer has conveyed all Units in the Condominium to third party Unit Owners, none of whom have received an assignment of Developer's rights hereunder.

No funds receivable from Unit purchasers or Owners and payable to the Association, including capital contributions or start up funds, or collected from Unit purchasers at closing, may be used for payment of such Common Expenses by the Developer on behalf of the Association prior to the expiration of the Developer's guarantee, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above.

Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Subsection, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the Guarantee Expiration Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Act.

The provisions of this Subsection 13.7 are paramount to and superior to the provisions of Subsection 5.1 and all other provisions of this Section 13 of this Declaration as to the matters set forth in this Paragraph. For further information as to the Developer's guarantee, reference should be made to the Developer's Prospectus and the initial Estimated Operating Budgets.

13.8 Condominium Working Capital Fund. At the Developers option, a contribution to the working capital fund in the sum not to exceed two hundred fifty dollars ($250.00) shall be payable to the Association at the time of closing. This contribution is not to be considered as advance maintenance payments or funds of the Association, but rather as a purchaser's share of the initial expenses of the Condominium itself, such as advance insurance premiums, other prepaid premiums, rentals, utility deposits, charges for service contracts, permits and licenses. In addition to the above, the Condominium working capital fund may be used for the purposes of emergency needs, initial items and non-recurring capital expenses but the working capital fund may not be used for the payment of Common Expense, or in connection with litigation. Developer is entitled to be reimbursed by the Association for any such sums advanced by it out of Assessments paid by Unit Owners or by way of a credit against obligations Developer may have to pay to the Association. However, the capital contributions of purchasers to the Condominium Association may not be used for such purposes as long as the Developer's maintenance guaranty is in effect.

13.9 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.

13.10 Installments. Regular Assessments shall be collected quarterly, in advance.

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

14. INSURANCE. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

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

(b) Mortgagees. No policy or insurance coverage shall impair the security of the Primary Institutional First Mortgagee without its consent.

(c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed and as hereinafter defined in sub-article 14.6), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Requested copies or certificates shall be furnished not less than ten (10) days after same is available from the insurance company.

(f) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and/or for their personal liability and living expense and/or for any other risks not otherwise insured in accordance herewith.

14.2 Coverage. A Unit-Owner controlled Association shall use its best efforts to maintain insurance covering the following, and if the Association is Developer-controlled, the Association shall exercise due diligence to obtain and maintain such insurance:

(a) Casualty. The Buildings [including all fixtures, installations or additions comprising that part of the Buildings within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, unit floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners, and the following equipment if it is located within a Unit and the Unit Owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets or any other item, personal

property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to the Act, as same may be amended or renumbered from time to time] and all Improvements located on the Common Elements from time to time, together with all fixtures, Building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than one hundred (100%) percent of the full insurable replacement value thereof, excluding foundation and excavation costs and a commercially reasonable deductible as determined by the Board. The policies shall cover:

(i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(ii) Such Other Risks as from time to time are customarily covered with respect to Buildings and Improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than One Million ($1,000,000.00) Dollars for each accident or occurrence, One Hundred Thousand ($100,000.00) Dollars per person and Fifty Thousand ($50,000.00) Dollars for property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

(c) Worker's Compensation and other mandatory insurance, when applicable.

(d) Flood Insurance if required by the Primary Institutional First Mortgagee or if the Association so elects.

(e) Fidelity Insurance. The Association shall obtain and maintain adequate 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, or in an amount not less than the minimum sum required by law. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, vice president, secretary, and treasurer of the Association. All persons providing management services to the Association and required to be licensed pursuant

to law shall provide the Association with a certificate of insurance covering such persons under a fidelity bond in an amount not less than the minimum sum required by law. The Association shall bear the cost of, or reimburse for the cost of, bonding.

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

(g) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

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

14.3 Additional Provisions. Upon and after turnover of control of the Association as required by Section 718, Florida Statutes (hereinafter "Turnover") to non-Developer Unit Owners, all policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice of all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

14.5 Unit Owner Coverage. Each Unit Owner shall obtain and maintain at all times, individual casualty and general liability policies in the minimum amount of two hundred thousand dollars ($200,000), as such limits may be increased by the Board from time to time, insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use. Each Unit Owner shall

provide the Association with a copy of a binder, a policy or other proof satisfactory to the Association of said insurance coverage.

Every hazard insurance policy issued or renewed to an individual Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing such coverage shall be without rights of subrogation against the Association. All real or personal property located within the boundaries of the Owner's Unit, which is excluded from the coverage provided by the Association as required herein or by statute, shall be insured by the individual Unit Owner.

14.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. If an Insurance Trustee has not been appointed by the Association, then the Association is hereby irrevocably appointed as an agent and attorney-in-fact for each and every Unit Owner, Institutional First Mortgagee and/or each owner of any other interest in the Condominium Property to adjust and settle any and all claims arising under any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims, if any. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if an Insurance Trustee has not been appointed or designated. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but such shares need not be set forth on the records of the Insurance Trustee:

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.

(b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or

other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(c) Mortgagees. 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 to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs may be held by the Association to defer operating expenses or be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Subsection 14.6 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

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

14.8 Damage Not Covered. The cost to repair any damage caused to a Common Element or other property owned by the Association by a Unit Owner or Unit which is not covered by insurance, including lack of coverage due to a deductible, shall be the responsibility of and shall be paid by said Unit Owner. The cost of any damage to a Unit not covered by insurance caused from a source outside the Unit, which source of damage is under the control and management of the Association, and said damage is through no negligence on the part of the Association, shall be borne by the Unit Owner sustaining the damage.

14.9 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.10 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

14.11 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

14.12 Insurance Trustee Optional. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

14.13 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

15. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

15.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Notwithstanding the above, if seventy five (75%) percent or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning eighty (80%) percent of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the

Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

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

15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In

all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

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

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than One Hundred Thousand ($100,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is equal to or more than One Hundred Thousand ($100,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and shall promptly effect the repairs. Any balance remaining after such repairs

have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(iv) 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 to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

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

15.4 Assessments for Reconstruction and Repair. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements. Costs on account of damage to the Optional Property shall be charged to each Unit Owner in proportion to the cost of repairing the damage suffered by each Unit Owner thereof, as determined by the Association.

15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. CONDEMNATION.

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) 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 charged against the Owner of the Unit. The Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration, pursuant to Section 13 and applicable law.

(b) Distribution of Surplus. The balance of the award in respect of the Unit, 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 such mortgagees.

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Association), 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 made to the Condominium:

(a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as

part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

(i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Subsection 16.4(c) hereof (the "Percentage Balance"); and

(ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Subsection 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(d) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value 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 appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they existed prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements

to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares are effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

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

17.1 Occupancy. Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such trust, or (v) permitted occupants under an approved lease of the Unit (as described below), as the case may be. Occupants of an approved leased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee, (ii) an officer, director, stockholder, employee or designee of a corporate lessee, (iii) a partner, employee or designee of a partnership lessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee. Under no circumstances may more than one family reside in a Unit at one time. Subleasing shall not be permitted. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in a Unit, including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) consecutive days. Under no circumstances may any Unit be used as an office or for any other business purpose. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Subsection 17.1 shall not be applicable to Units used by the Developer for model apartments, sales offices management services, or otherwise.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren, or a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related who maintain a common household in a Unit. As used herein, "guests" or words of similar import

shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit for more than thirty (30) consecutive days without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Subsection 17.1, and the Board of Directors of the Association shall enforce, and the Unit Owners shall comply with, same with due regard for such purpose.

17.2 Children. Children shall be permitted to reside in Units, subject to the provisions of Subsection 17.1 above.

17.3 Pets. Each Unit (regardless of the number of Owners), may maintain no more than a total of two (2) household pets in a Unit, to be limited to domestic dogs or domestic cats, or fish tanks not to exceed fifty-five (55) gallons (or any combination thereof), provided said pet is not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed dogs, as determined by the Board of Directors. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be kept in the Common Elements or in a Limited Common Element. No pets shall be allowed at any time in any lakes, pools, or pool areas. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Without limiting the generality of Section 19 hereof, violation of the provisions of this subsection shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property.

17.4 Alterations. Without limiting the generality of Subsection 9.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, satellite dish or antenna, machinery, pools, whirlpools or saunas or air-conditioning units or in any manner changing the appearance of any exterior portion of the Building, including, but not limited to, exterior doors and garage doors. Without limiting the generality of Subsection 9.1 hereof, no Unit Owner shall: change any color of the front door on a Unit; add a front screen door to any unit; change any exterior lighting fixtures; change exterior front porch color or texture; install front porch fencing or gating; install flower bed fencing; install any exterior wire or penetrate the exterior of the Unit or the roof for any reason; penetrate the fire wall between Units; modify a garage so as to convert it to a living space; modify or relocate air conditioning condensing Units nor install window air conditioners or

window fans; cause or allow any mechanical, electrical or structural alterations, improvements or changes to the interior of any Unit without submitting professional sealed and prepared plans to the Association and without obtaining the prior written consent of the Association (in the manner specified in Subsection 9.1 hereof).

17.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Subsection 17.7.

17.8 Exterior Improvements; Landscaping. Without limiting the generality of Subsections 9.1 or 17.4 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of the Building (including, but not limited to, awnings, signs, screens, window tinting, fixtures and equipment), nor to plant or grow any type of shrubbery, tree, vine, grass or other plant life outside the Unit, other than potted plants.

Roof coverings, enclosures by screening, or otherwise of balconies, lanais, porches, terraces, or patios is prohibited. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces, patios or similar areas. No objects shall be hung from porches, lanais, balconies, or terraces. No cloth, clothing, laundry, rugs, mops or any other article(s), shall be hung upon, or shaken from doors, windows, balconies, porches, lanais, terraces, or exterior walls. No Unit Owner may alter the configurations of such balconies, porches, lanais, or hang plants, draperies, screens or other items therefrom.

17.9 Use of Flammables. No flammable, combustible or explosive fluids, chemicals or other substances or propane gas tanks may be kept in any Unit or on the Common Elements. No fires, barbecue grills (electric, gas or charcoal), hibachis, or cooking devices or other devices which emit smoke or dust shall be operated on any porch,

balcony, terrace or lanais unless approved by the appropriate agency with jurisdiction such as the local fire district, or Collier County. Electric or charcoal barbeque grills may be provided by the Association on Common Elements and regulated by the Association.

17.10 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

17.11 Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at no more than 78°F, to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in Section 11.1(a) above, in the event that the Association reasonably believes that the provisions of this Section 17.11 are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Unit Owner to the Association, with all such costs to be deemed charges hereunder).

17.12 Restrictions Relating to Surface Water Management System Facilities. The Surface Water Management System Facilities is part of the Master Infrastructure but may be located on land that is designated as a Common Element of the Condominium Property. The terms "stormwater management system facilities" or "surface water management system facilities", as both terms may be used interchangeably herein, are hereby defined to include, but are not limited to, all drainage areas, drainage structures and drainage devices that are part of the stormwater or surface water system approved by the County, which includes all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. All Property is subject to the requirements of the Surface Water Management Permit(s) issues by the South Florida Water Management District (the "District") and the Code. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the project includes a wetland mitigation area, as defined by the South Florida Water Management District's regulations, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District, and the Association shall be responsible for monitoring the wetland mitigation areas and meeting all requirements of the Permit, defined below, in perpetuity as set forth herein. Construction and maintenance activities that are consistent with the design and permit conditions approved by the District in that certain Environmental Resource Permit granted in favor of Developer and/or Association dated August 12, 2015 (the "Permit") may be conducted without specific written approval from the District. A copy of the Permit shall be attached hereto this Declaration as Exhibit "E." The Association shall maintain copies of the Permit and all permitting actions of an affecting the Permit and the surface water management system facilities.

The Master Association shall be responsible for the operation and maintenance of the Surface Water Management System Facilities as required by and pursuant to the Permit. To the extent not operated or maintained by the Master Association, the Association shall be responsible for the operation and maintenance of the Surface Water Management System Facilities as required by and pursuant to the Permit. Upon Turnover of the Condominium, as required by Section 718, Florida Statutes, fee simple title and ownership of the Common Property and Common Elements, upon which the Surface Water Management System Facilities are situate, shall be transferred by Developer to Association, if not previously conveyed to the Master Association.

The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any

outstanding problems with the Surface Water Management System Facilities or in the mitigation or conservation areas of the Condominium Property.

Notwithstanding anything contained in this Declaration to the contrary, any amendment of this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of same, including the conservation areas and conservation easements on the Property and any water management portions of the Common Property, shall have the prior written approval of the District.

The Association shall exist in perpetuity as provided for herein the Declaration and Ch. 718, Florida Statutes. The Declaration and restrictions herein this Section 17.12 shall remain in effect for at least twenty-five (25) years with automatic renewal periods thereafter.

In the event the Association ceases to exist, the Unit Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Permit, unless and until the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to the appropriate governmental unit or public utility and that if not accepted, then the Surface Water Management System Facilities shall be conveyed to a non-profit corporation similar to the Association. All Unit Owners must be members of the Association.

The method of assessing funds and collecting the assessed funds by the Association for operation, maintenance and replacement of the Surface Water Management System Facilities shall be a Common Expense and assessed to Unit Owners as a regular Assessment of the Condominium as set forth in Article 12 of this Declaration.

17.13 Effect on Developer. Subject to the following exceptions, the restrictions and limitations set forth in this Article 17 shall not apply to the Developer nor to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Association, pet restrictions, occupancy of Units, and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance, sales, re-sales, leasing and other marketing and financing activities, which activities the Developer can perform without the prior consent of the Unit Owners.

17.14 Effect on Developer; Association. The restrictions and limitations set forth in this Section 17, except Subsections 17.1, 17.2, and 17.3, shall not apply to the Developer nor to Units owned by or leased to the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article 17 for good cause shown.

APPLICABLE WARRANTIES OF THE DEVELOPER, IF ANY, SHALL BE VOIDED BY VIOLATIONS OF THESE RESTRICTIONS AND REQUIREMENTS.

18. CONVEYANCES, SALES, RENTALS, LEASES, TRANSFERS AND DEVELOPER'S RIGHT OF FIRST REFUSAL. In order to insure the community of congenial residents and thus protect the value of the Units, the sale, leasing, rental, and transfer of Units by any Owner shall be subject to the following provisions:

18.1 Right of Approval. A Condominium Parcel shall not be sold, leased or transferred without the prior written approval of the Association, which approval shall not be unreasonably withheld. Any Unit Owner who receives a bona fide offer to purchase or lease their Unit (such offer to purchase a Unit, is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror," and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which they intend to accept shall give notice by personal delivery or certified and/or registered mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The giving of such notice to the Board of Directors shall constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Association that such Unit Owner believes the Outside Offer to be bona fide in all respects, as well as a request for approval of the Board of Directors of the sale or lease. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably one time request. Not later than ten (10) days after receipt of such notice, together with such further information as may have been requested, the Association or its designee shall notify the Offeree Unit Owner by personal delivery or U.S. mail, facsimile or electronic transmission, of the Association's approval or denial of approval of the sale or lease. If such request to sell, lease or transfer is denied, the Association must set forth in writing each reason upon which the denial was based, and same shall be delivered to the Unit Owner within the above mentioned ten (10) day period.

The Association may charge a transfer fee or screening fee in connection with such Outside Offer and/or right of approval, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time).

In the event the Condominium Association or its designee shall fail to approve or to deny the sale or lease, such failure to approve or to deny the proposed sale or lease as permitted by Subsections 18.1 and 18.3 hereof, respectively, within ten (10) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Unit Owner shall be free to accept the Outside Offer and in the case of a sale, the Condominium Association shall issue a certificate of approval. In the event the Offeree Unit Owner does not consummate the sale or lease of the Unit to the

approved Outside Offeror, then, Offeree Unit Owner shall be required to again comply with all of the terms and provisions of this subsection.

Any deed or lease to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, and all other agreements, documents or instruments affecting the Condominium, as the same may be amended from time to time.

A certificate executed and acknowledged by an officer of the Association stating that the provisions of this subsection or subsection 18.3, as applicable, have been satisfied by a Unit Owner shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of this subsection apply. The Association may charge a fee in connection with the furnishing of such certificate, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time).

Notwithstanding anything herein contained to the contrary, the Board of Directors, in exercising its rights as provided in this subsection 18.1 and 18.3, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap; provided, however, the Condominium Association shall neither have the duty to provide an alternate purchaser or alternate lessee in the event the Association disapproves a lease, lessee, purchase and sale contract or Outside Offeror.

The Condominium Association's right of approval of the sale or lease of a Unit may be conditioned upon a personal interview of the Outside Offeror and any intended occupants of the Unit with the Board of Directors or a committee formed for such purpose, which personal interview may be conducted via telephone conference, along with the requirement for letters of reference, credit, and criminal record searches and any other documents or information reasonably requested by the Condominium Association.

18.2 Gifts and Devises. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction, other than the following, and provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18.

In the case of the death of the Owner of a Condominium Parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such Owner's family (as defined in Subsection 17.1) residing with the Owner at the time of his death, may continue to occupy the said Condominium Parcel; and if such surviving spouse or other member or members of the decedent Owner's family shall

have succeeded to the ownership of the Condominium Parcel, the ownership thereof shall be transferred by legal process to such new Owner. In the event said decedent shall have conveyed or bequeathed the ownership of his Condominium Parcel to some designated person or persons other than the surviving spouse or members of his family, as aforedescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Condominium Parcel, or if under the laws of descent and distribution of the State of Florida the Condominium Parcel descends to some person or persons other than his surviving spouse or members of his family as aforedescribed, the Board of Directors of the Association shall, within ten (10) days of proper evidence or rightful designation served upon the President or any other officer of the Association, or within ten (10) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as Owners of the Condominium Parcel. If the Board shall consent, or fail to respond within the above ten (10) day period, ownership of the Condominium Parcel may be transferred to the person or persons so designated, who shall thereupon become the Owner of the Condominium Parcel, subject to the provisions of this enabling Declaration and By-Laws of the Association. If, however, the Board denies consent, then the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, for the said Condominium Parcel, at the then fair market value thereof; should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by a judge of the Circuit Court in and for Collier County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the Association. In the event the Association does not exercise the privilege of purchasing or furnishing a purchaser of said Condominium Parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium Parcel; or such person or persons or the legal representative of the deceased Owner may sell the said Condominium Parcel; but such sale shall be subject in all other respects to the provisions of this enabling Declaration and By-Laws of the Association.

18.3 Leases. No portion of a Unit (other than an entire Unit) may be rented. A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, provided, however, that a Unit Owner shall be prohibited from leasing his Unit (a) more than three (3) times per calendar year and (b) for a term of less than thirty (30) days. Subleasing of a Unit is not permitted. The Association shall have the right to require that a substantially uniform form of lease be used and copies of all leases shall be provided to the Association. All leases shall include a provision, or be deemed to include a provision, permitting the Association authority and standing to evict any tenant of a Unit Owner who is in material breach or material violation of the lease agreement or this Declaration or the rules and regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental, shall not, nor shall the lease, release the Unit Owner from any obligation under this

Declaration, and either the lessee or the Unit Owner shall have the right to use the facilities and Common Elements to the exclusion of the other party. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. This subsection shall also apply to all assignments of leases. For the purposes of this Section 18.3, a Unit Owner which is an entity may allow its owners, officers, directors, principals, designees, and employees to use the Unit without it constituting a lease, but subject to all restrictions provided for herein. This Section 18.3 may be amended only by the affirmative vote of eighty (80%) percent of all Unit Owners.

The Association may charge a lease approval fee not in excess of any amount provided for in the Act (as it may be amended from time to time) as a maximum amount for such fees, but no fee shall be charged in connection with the approval of an amendment, modification or extension of a previously approved lease.

18.4 Unauthorized Lease or Transactions Voidable. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be voidable by the Association unless subsequently approved by the Association, or otherwise provided by law or in equity.

18.5 Judicial Sale. No judicial sale of a Condominium Parcel or any interest therein shall be valid unless:

(1) The sale is to a purchaser as provided in Section 18.1; approved by the Association which approval shall be in recordable form, executed by two (2) officers of the Association, and delivered to the purchaser; or

(2) The sale is a result of public sale with open bidding.

18.6 Withholding of Consent. Notwithstanding anything contained in this Article 18 to the contrary, the Board shall have the absolute right to withhold consent and approval of prospective Unit Owners or lessees, to any lease, sale, transfer, conveyance bequest, devise, or otherwise in the event those prospective Unit Owners or lessees by being such a Unit Owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or Exhibits hereto. This right is in addition to, and not in lieu of, any other valid right the Board may have to withhold its consent.

18.7 Rights of Mortgagee and Developer. The foregoing provisions of this Article 18 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title; nor shall provisions apply to a transfer, sale or lease by a "bulk grantee" of an Institutional Mortgagee upon the Unit concerned. A "bulk grantee" is defined as a grantee acquiring three (3) or more Units from said Institutional Mortgagee. The assignee or successor of a mortgage originally given to an Institutional Mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said Institutional Mortgagee. Neither shall such provisions apply to the Developer or the assignee or nominee of the Developer or any person who is an owner, principal, officer, stockholder or director of the Developer, and any such person or entity/corporation shall have the right to freely sell, lease, transfer, or otherwise deal with the title and possession of a Unit without complying with the provisions of this Paragraph 18, and without the approval of the Association, and without payment of any screening fee, except to the extent that applicable Florida law prohibits the Developer or its transferees or designees from exempting itself from the leasing requirements contained herein.

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18.8 Developer's Right of First Refusal. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any Unit offered for sale, within twenty-four (24) months of the original closing on the sale of the Unit by the Developer to an Owner, at the contract sales price offered by a bona fide purchaser for value, if the contract sales price is less than the Developer's published price list for a Unit of similar type. The aforementioned right of first refusal shall terminate upon the earlier of twenty-four (24) months from the original sale of the then offered Unit, or the date that the Developer no longer owns a Unit in the Condominium.

18.9 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

18.10 Financing of Purchase of Units by the Association. The purchase of any Unit by the Association shall be made on behalf of all Unit Owners. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit to be purchased.

18.11 Exceptions. The provisions of Subsection 18.1 shall not apply with respect to any sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings, Unit Owner's "family" (as defined in Subsection 17.1) or a trustee, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee, corporation or other entity, or to any one or more of the above, (b) the Developer, (c) the Association, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure, or (e) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18.

18.12 Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction.

19. COMPLIANCE AND DEFAULT. Each Unit Owner and every occupant or lessee of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

19.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to make a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, and to hire an attorney to make a charge against the Unit Owner and Unit for the costs of such reasonable attorneys' fees incurred in requiring performance and/or compliance of the Unit Owner. In addition, the Association has the irrevocable right of access to each Unit during reasonable hours, when 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 the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

19.3 Fines. In the event a Unit Owner or occupant fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time. Any fine shall be imposed by written notice to the Unit Owner, signed by an officer of the Association in accordance with the procedures established in the rules and regulations of the Association.

19.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees and costs (including through the appellate level).

19.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

20. PROVISIONS FOR A PHASED CONDOMINIUM.

20.1 Initial Phase. The Developer, and any successor in interest, reserves the right to develop the Condominium in six (6) Phases. In Section 1.2 the Developer has submitted Phase I to condominium ownership as described in this Declaration. The legal description of Phase I is set forth in Exhibit "A" attached hereto, and the surveys, plot plans and floor plans for Phase I are attached hereto as Exhibit "B". Phase I is the only Phase of the Condominium which the Developer is initially submitting to condominium ownership pursuant to this Declaration. The Developer has no obligation or responsibility to cause any Additional Phase to be added to the Condominium, or construct any of the improvements in such Additional Phase.

20.2 Additional Phases. The Developer reserves the right to develop the Condominium in as many as five (5) Additional Phases, designated as Phases II, III, IV, V, and VI, pursuant to Section 718.403, Florida Statutes. The Developer shall have the right to amend this Declaration, from time to time, by recording in the Public Records of the County one or more amendments expanding the Condominium Property to include up to the five (5) Additional Phases. The Developer anticipates that each Additional Phase will include one (1) two story building containing eight (8) Units. The minimum number of Units to be included in each Additional Phase shall be eight

(8) and the maximum number of Units to be included in each Additional Phase shall be eight (8). The legal description and boundaries of each proposed Additional Phase together with the plot plans depicting the location of the building and improvements in which the Units may be located are set forth in the following exhibits to this Declaration: Exhibit "B-II" for Phase II; Exhibit "B-III" for Phase III; Exhibit "B-IV" for Phase IV; Exhibit "B-V" for Phase V; and Exhibit "B-VI" for Phase VI. No Unit in any Additional Phase shall bear the same identifying number as any other Unit in the Condominium.

20.3 Minimums and Maximums. The minimum number of Units to be included in each Additional Phase shall be eight (8) and the maximum number of Units to be included in each Additional Phase shall be eight (8). The minimum square feet included within a Unit (consisting of the air conditioned area, the garage area, foyer area, entry area, and lanai area) for each Additional Phase shall be a total of 1812 square feet, and the maximum square feet included within a Unit (consisting of the air conditioned area, the garage area, foyer area, entry area, and lanai area) for each Additional Phase shall be a total of 2387 square feet.

20.4 Percentage of Ownership In Common Elements and Common Surplus. Each Unit Owner will own an equal undivided interest in the common elements and common surplus of the Condominium (expressed as an equal fractional share). For each Unit in Phase I, the equal fractional interest in the common elements and common surplus, expressed as a percentage, will be 12.5000. In the event Additional Phases are added, the area of the Condominium Property shall increase and each Unit Owners undivided interest in the common elements and common surplus will decrease. The formula for reallocating each Unit's percentage of ownership in the common elements and common surplus, and the manner of sharing common expenses is implemented by the following calculation: 100 divided by the then number of Units in the Condominium equals each Unit Owners fractional share of the undivided interest in the common elements and common surplus of the Condominium. If all Additional Phases are added to the Condominium, the equal fractional share of the common elements and common surplus, expressed as a percentage, will be 2.083333333.

20.5 Recreational Areas and Facilities. The recreational areas and facilities are owned by the Master Association and no additional recreational areas or facilities will be added upon the addition of any Additional Phase.

20.6 Membership Vote. Each Unit Owner shall have one (1) vote per Unit in accordance with the provisions of this Declaration and the By-Laws and Articles of Incorporation of the Association. Each Unit Owner's ownership in the Association shall be as set forth in Section 20.4 hereof.

20.7 No Timeshare Estates. No timeshare estates shall be created in Phase I or any Additional Phase of the Condominium.

20.8 Impact of Adding Additional Phases. The addition and completion of Additional Phases would impact Phase I in that (i) the Common Elements of Phase I will be owned by all Unit Owner in all Phases; (ii) all of the Common Elements constituting a portion of such Additional Phase shall become a part of the Common Elements of the Condominium Property, with such Common elements being owned in undivided shares by all Unit Owners in all Phases, and; (iii) if an Additional Phase is not added as part of the Condominium Property, no portion of such Additional Phase (including that portion that might have been Common Elements) shall become part of the Condominium Property.

20.9 Outside Date. All Additional Phases must be added to the Condominium not later than seven (7) years after the date of the recording of the certificate of a surveyor or mapper pursuant to Section 718.104(4)(e) of the Act for Phase I, or the recording of an instrument that transfers title to a unit in the Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first. Should the Developer elect to add one or more Additional Phases to the Condominium, the Developer shall not be obligated to add such Additional Phases in any particular order notwithstanding the fact that any such Phase is identified by a number.

20.10 Changes. The Developer reserves the right, without the vote or consent of the Association or the Unit Owner's (or their mortgagees) to modify the plot plan and floor plans as to any unit or building types so as to (i) make nonmaterial changes in the legal description of the Phases; (ii) make alterations, additions or improvements, in to or upon Units in the Additional Phase, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (iii) change the number, size or layout of any Units in the Additional Phase (subject to the limitations provide herein and in the Act); (iv) relocate and alter Common Elements or alter the location of Units to be on or within previously identified or planned Common Elements.

21. TERMINATION OF CONDOMINIUM. The Condominium shall continue until terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration. The Condominium may also be terminated for all or a portion of the Condominium Property pursuant to a plan of termination meeting the requirements of Section 718.117 (3), Florida Statuses, and approved by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation (the "Division"). Before the Association submits a plan of termination to the Division, the plan of termination must be approved by at least eighty percent (80%) of the total voting interests of the Association. However, if five percent (5%) or more of the total voting interests of the Association have rejected the plan of termination by negative vote or by providing written objections, the plan of termination may not proceed.

In the event such termination is authorized as aforesaid, the Condominium Property shall be owned in common by the Unit Owners in the same individual shares as each Unit Owner previously owned in the Common Elements, in which event the net proceeds of sale shall be

divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of Collier County. Upon recordation of the termination certificate, the Association within thirty (30) business days shall notify the Division of the termination and the date the certificate was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination certificate notice certified by the clerk.

This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns at least one (1) Unit.

22. RESTRICTIONS AND EASEMENTS. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for rights of way in favor of the County, permits, easements for Utility Service, for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its Members shall not be required. Except for easements already granted, the right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium Property nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's Members.

It is understood that certain portions of the lands, from time to time, may be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all Unit Owners or tenants, their mortgagees, and guests, invitees, employees and the Developer. It is the intention of this Declaration that the portions of the Common Elements of this Condominium which must be utilized for the above-described purposes be subject to the various easements created by this Declaration and all Exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. If, however, the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold

the said easements by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforedescribed shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted the benefit of said easement or license of right-of-way.

The Developer and/or the Association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements and execute and deliver bills of sale or warranty deeds or execute such other documents as may be necessary, or do any or all of the foregoing in connection with the water and sewage distribution and facilities located on or under the Condominium Property. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the Association or to the appropriate municipal authorities for said water and sewage distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

23. ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.

23.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Institutional First Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.

23.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any

proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

22.3 The approval of a Majority of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which materially alters, or adds, a provision relating to: (i) assessments and lien rights; (ii) insurance or fidelity bonds; (iii) maintenance responsibilities for the various portions of the Condominium Property; (iv) boundaries of any Unit; (v) convertibility of Units into Common Elements or Common Elements into Units; (vi) leasing of Units; and (vii) restrictions on Owners' rights to sell Units, which consents shall not be unreasonably withheld.

24. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Property or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, lessees, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

25. ADDITIONAL PROVISIONS.

25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) or registered mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

25.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

25.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

25.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

25.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

25.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

25.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

25.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

25.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

25.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Property as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this subsection may not be amended without the consent of the Developer.

25.11 Sales Activity and Developer's Rights. That until the date the Developer has completed and sold all the units within the Condominium, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the common elements and the facilities within the Condominium until such date as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials, and the maintenance of an administrative and construction office. The Developer may use unsold units as model units or as sales offices for display purposes to prospective purchasers. The Developer shall have the right to use parking spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of the Developer.

25.12 Gender; Plurality. 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.

25.13 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

25.14 Access of Developer to Building and Units and to Reports. For as long as Developer remains liable to the Condominium Association, under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time upon the granting of access thereto by the Condominium Association or a Unit Owner, as the case may be, to enter the Condominium Property for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations

under such warranties. Failure of the Condominium Association or of a Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect.

For as long as the Developer remains liable to the Association under any warranty, whether statutory, express or implied, or for any act or omission of the Developer relative to the development, construction, sale and marketing of the Condominium, the Association shall furnish to the Developer all documentation prepared on behalf of the Association concerning the inspection, testing and surveying of the Common Elements or Units relative to analyzing such areas for compliance with all such warranties. Failure of the Association or of a Unit Owner to provide such access to reports and/or documentation shall result in the appropriate warranty being nullified and being of no further force or effect.

25.15 Parking Requirements. Parking requirements promulgated by the appropriate governmental authority having jurisdiction over this Condominium shall be complied with at all times.

25.16 Disclaimer of Warranties. Except only for those warranties specifically provided in Section 718.203, Florida Statutes (and then only to the extent applicable and not yet expired), to the maximum extent lawful, Developer hereby disclaims any and all and each and every express or implied warranties, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium and has not received nor relied on any warranties and/or representations from Developer (or his representatives, agents and employees) of any kind, other than as expressly provided herein.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

Further, the Unit Owner by accepting title to his Unit thereby expressly acknowledges, agrees and understands that given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Unit Owner acknowledges that he/she is aware that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed the

risks associated with molds, mildew, toxins and/or fungi and to have released the Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

Lastly, each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Subsection 25.16, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

25.17 Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Condominium Association (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the association or any Unit Owner to grant, or to interfere with, such access, shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising

out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in Developer's activities described in this Subsection 25.17.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed this 22nd day of January, 2019.

Signed, sealed and delivered in the presence of:

Witness signature

Veronica McGuire
Witness print name

Kris Watts
Witness signature

Witness print name

NEAL COMMUNITIES ON THE BRADEN RIVER, LLC, a Florida limited liability company

By: NCDG Management, LLC
a Florida limited liability company, its Manager

By:
James R. Schier, its Manager

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA)
:ss
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared James R. Schier, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities on the Braden River, LLC, a Florida limited liability company, on behalf of the Companies, personally known to me (✓) or who produced _____ as identification, and they acknowledged the execution thereof to be their free act and deed, on behalf of the company and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 22 day of January, 2019.

NOTARY PUBLIC, State of Florida

My Commission Expires:

VERONICA McGUIRE
MY COMMISSION # GG91881
EXPIRES: May 29, 2021

JOINDER

AVALON OF NAPLES III CONDOMINIUM ASSOCIATION, INC., hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by The provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, AVALON OF NAPLES III CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 29 day of JANUARY, ~~2018.~~ 2019

Signed, sealed and delivered
in the presence of:

AVALON OF NAPLES III CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

Witness signature

PAULA TERRY
Witness print name

Witness signature

WENDI LEATHERWOOD
Witness print name

By: _____, President
TIM OAK

Attest: _____
Secretary

(CORPORATE SEAL)

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
:ss
COUNTY OF ~~SARASOTA~~ Lee)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and county aforesaid to take acknowledgments, personally appeared Tim Oak, as President of AVALON OF NAPLES III CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, personally known to me (_____) or who produced _____ as identification, and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 29th day of January, ~~2018.~~ 2019.

CRYSTAL MORRIS
Notary Public - State of Florida
Commission # FF 941776
My Comm. Expires Dec 7, 2019
Bonded through National Notary Assn.

Notary Public, State of Florida
Crystal Morris
Notary Public – print name

My Commission Expires:

EXHIBITS TO DECLARATION

EXHIBIT "A"	Legal Description of Land
EXHIBIT "B"	Phase I Plot Plan, Survey, Graphic Description, Unit Floor Plans
EXHIBIT "B-II"	Phase II Plot Plan, Survey, Graphic Description, Unit Floor Plans
EXHIBIT "B-III"	Phase III Plot Plan, Survey, Graphic Description, Unit Floor Plans
EXHIBIT "B-IV"	Phase IV Plot Plan, Survey, Graphic Description, Unit Floor Plans
EXHIBIT "B-V"	Phase V Plot Plan, Survey, Graphic Description, Unit Floor Plans
EXHIBIT "B-VI"	Phase VI Plot Plan, Survey, Graphic Description, Unit Floor Plans
EXHIBIT "C"	Association Articles of Incorporation
EXHIBIT "D"	Association By-Laws
EXHIBIT "E"	South Florida Water Management District Permit

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT "A"

[Legal Description]

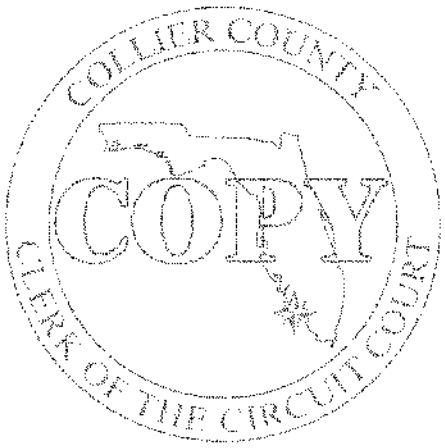


EXHIBIT "A"

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. UNLESS A DIRECT COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT OR RECORD VALUES.
3. THIS SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
4. THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.
5. ONLY THOSE SURFACE AND AERIAL IMPROVEMENTS, AS DEPICTED HEREON, HAVE BEEN FIELD LOCATED. SUBSURFACE IMPROVEMENTS, IF ANY, HAVE NOT BEEN LOCATED.
6. BUILDING AND OR IMPROVEMENT TIES, IF ANY, AS DEPICTED HEREON ARE PERPENDICULAR TO THE RESPECTIVE PARCEL PROPERTY LINES.
7. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTY(IES) IT WAS ORIGINALLY PREPARED FOR, AS DEPICTED HEREON, AND IS NOT TRANSFERABLE.
8. PROPERTY LIES WITHIN FLOOD ZONE "AH" EL. 8.5, 9.0, AND 9.5, PER FLOOD INSURANCE RATE MAPS (F.I.R.M.), COMMUNITY PANEL NO.: 120067 0413 H WITH AN EFFECTIVE DATE OF MAY 16, 2012.
9. THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERMITTING REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.
10. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, (1999) ADJUSTMENT.
11. DATE OF LAST FIELD WORK: MARCH 11, 2014

CLERK OF THE CIRCUIT COURT

LEGEND

C	=	CHORD LENGTH
CB	=	CHORD BEARING
DESC.	=	DESCRIPTION
INST.	=	INSTRUMENT NUMBER
L	=	ARC LENGTH
OR	=	OFFICIAL RECORDS BOOK
PG	=	PAGE
POB.	=	POINT OF BEGINNING
POC.	=	POINT OF COMMENCEMENT
R	=	RADIUS
Δ	=	DELTA ANGLE
C.E.	=	COMMON ELEMENT
L.C.E.	=	LIMITED COMMON ELEMENT
L.M.E.	=	LAKE MAINTENANCE EASEMENT
FIPC	=	FOUND IRON PIN AND CAP
FCM	=	FOUND CONCRETE MONUMENT
SIPC	=	SET IRON PIN AND CAP
L.B.	=	LAND BUSINESS NUMBER
●	=	SET 5/8" IRON PIN W/ CAP

THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES, DO HEREBY CERTIFY THAT THIS PLAT OF AVALON OF NAPLES 3, A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM THAT DESCRIBE THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE PROPOSED IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED THEREFROM. I FURTHER CERTIFY THAT THE CONSTRUCTION OF THE COMMON ELEMENTS AND UNITS OF THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.

TIMOTHY J. DEVRIES — DATE SIGNED
FLORIDA PROFESSIONAL LAND SURVEYOR CERTIFICATE No. LS# 6758

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE: 11/2/17
PROJECT NO.: 140013.01.04
FILE NAME.: 001 CD3BS
SHEET NUMBER: 1 OF 4
DRAWN: JMP
CHECKED: TJD

SEC: 8 TWP: 50S RGE: 26E SCALE: N/A

PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM

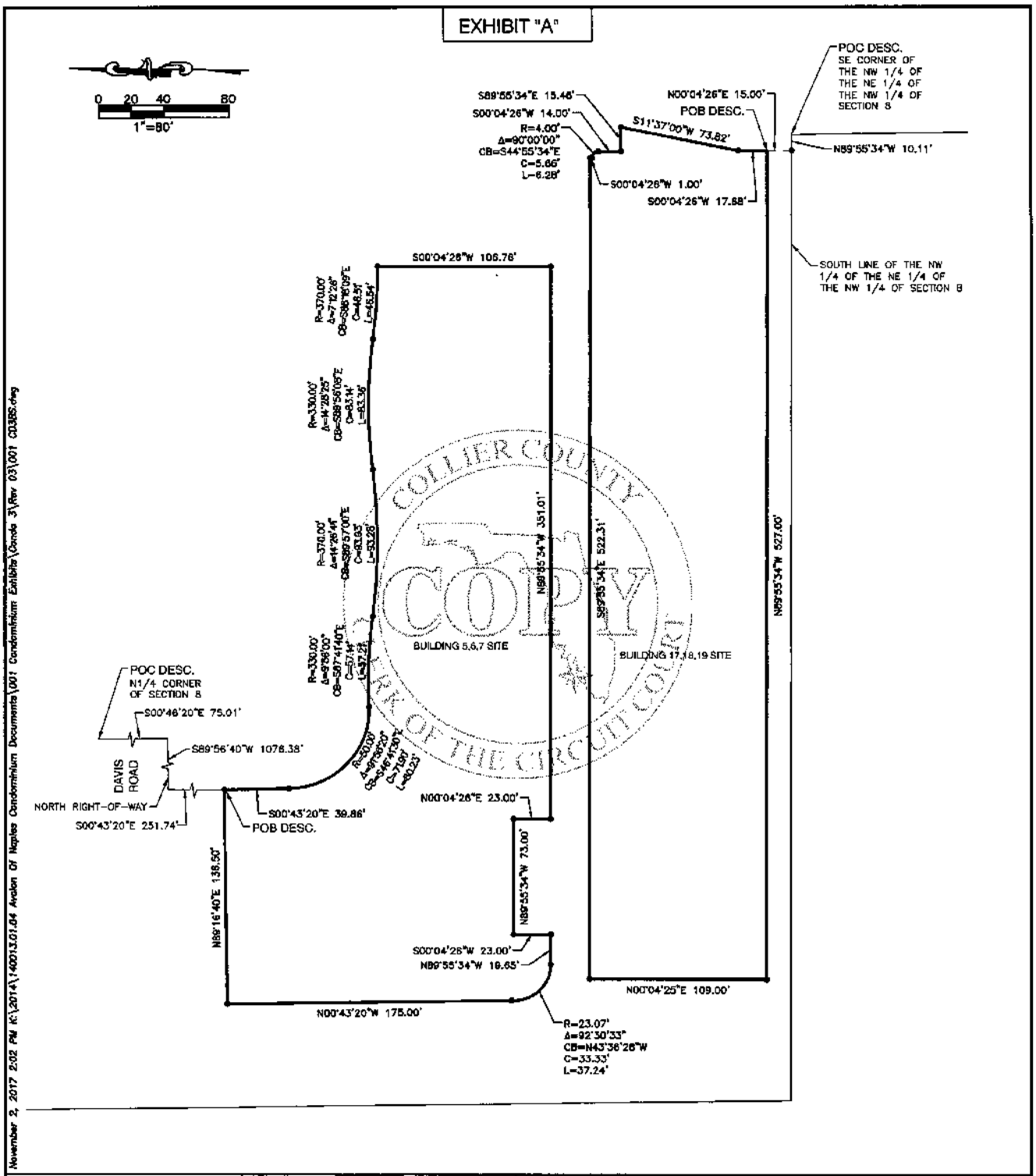
TITLE: COVERSHEET

CLIENT: AVALON OF NAPLES, LLC

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

November 2, 2017 2:02 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3BS.dwg

EXHIBIT "A"



November 2, 2017 2:02 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3BS.dwg

DATE: 08/19/16	SEC: 8 TWP: 50 RGE: 26	SCALE: 1" = 80'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3BS	TITLE: BOUNDARY SURVEY	
SHEET NUMBER: 2 OF 4	BUILDINGS 5,6,7,17,18,19	
DRAWN: TJD	CLIENT: AVALON OF NAPLES, LLC	
CHECKED: MAW		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "A"

DESCRIPTION - BUILDING 5,6,7

A TRACT OR PARCEL OF LAND, LYING IN SECTION 8, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 8, THENCE S.00°46'20"E. ON THE NORTH–SOUTH QUARTER SECTION LINE FOR 75.01 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT–OF–WAY LINE OF DAVIS ROAD (STATE ROAD 84);

THENCE S.89°56'40"W. ON SAID SOUTH RIGHT–OF–WAY LINE FOR 1,076.38 FEET;

THENCE S.00°43'20"E., DEPARTING SAID SOUTH RIGHT–OF–WAY LINE FOR 251.74 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE S.00°43'20"E., FOR 39.86 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 80.23 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 91°56'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.46°41'30"E. FOR 71.90 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY 57.21 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 09°56'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.87°41'40"E. FOR 57.14 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY 93.28 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET THROUGH A CENTRAL ANGLE OF 14°26'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.89°57'00"E. FOR 93.03 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY 83.36 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 14°28'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.89°56'08"E. FOR 83.14 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY 46.54 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET THROUGH A CENTRAL ANGLE OF 07°12'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.86°18'09"E. FOR 46.51 FEET;

THENCE S.00°04'26"W., FOR 106.76 FEET;

THENCE N.89°55'34"W., FOR 351.01 FEET;

THENCE N.00°04'26"E., FOR 23.00 FEET;

THENCE N.89°55'34"W., FOR 73.00 FEET;

THENCE S.00°04'26"W., FOR 23.00 FEET;

THENCE N.89°55'34"W., FOR 19.65 FEET TO A POINT ON A CURVE;

THENCE NORTHWESTERLY 37.24 FEET ALONG THE ARC OF A NON–TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 23.07 FEET THROUGH A CENTRAL ANGLE OF 92°30'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.43°36'28"W. FOR 33.33 FEET;

THENCE N.00°43'20"W., FOR 175.00 FEET;

THENCE N.89°16'40"E., FOR 136.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 62,391 SQUARE FEET OR 1.43 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NSRS 2011) WHEREIN THE NORTH–SOUTH QUARTER SECTION OF LINE OF SAID SECTION 8 BEARS S.00°46'20"E.

FILED IN THE CIRCUIT COURT

November 2, 2017 2:02 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3BS.dwg

DATE: 08/19/16	SEC: 8 TWP: 50 RGE: 26	SCALE:
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3BS		
SHEET NUMBER: 3 OF 4	TITLE: BOUNDARY SURVEY – BUILDING 5,6,7	
DRAWN: TJD		
CHECKED: MAW	CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "A"

DESCRIPTION - BUILDING 17,18,19

A TRACT OR PARCEL OF LAND, LYING IN SECTION 8, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 THENCE N.89°55'34"W. ON THE SOUTH LINE OF SAID FRACTION FOR 10.11 FEET;

THENCE N.00°04'26"E DEPARTING SAID SOUTH LINE FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE N.89°55'34"W., FOR 527.00 FEET;

THENCE N.00°04'25"E., FOR 109.00 FEET;

THENCE S.89°55'34"E., FOR 522.31 FEET;

THENCE S.00°04'26"W., FOR 1.00 FEET TO A POINT ON A CURVE;

THENCE SOUTHEASTERLY 6.28 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 4.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.44°55'34"E. FOR 5.66 FEET;

THENCE S.00°04'26"W., FOR 14.00 FEET;

THENCE S.89°55'34"E., FOR 15.46 FEET;

THENCE S.11°37'00"W., FOR 73.82 FEET;

THENCE S.00°04'26"W., FOR 17.68 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 57,957 SQUARE FEET OR 1.33 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NSRS 2011) WHEREIN THE NORTH-SOUTH QUARTER SECTION OF LINE OF SAID SECTION 8 BEARS S.00°46'20"E.

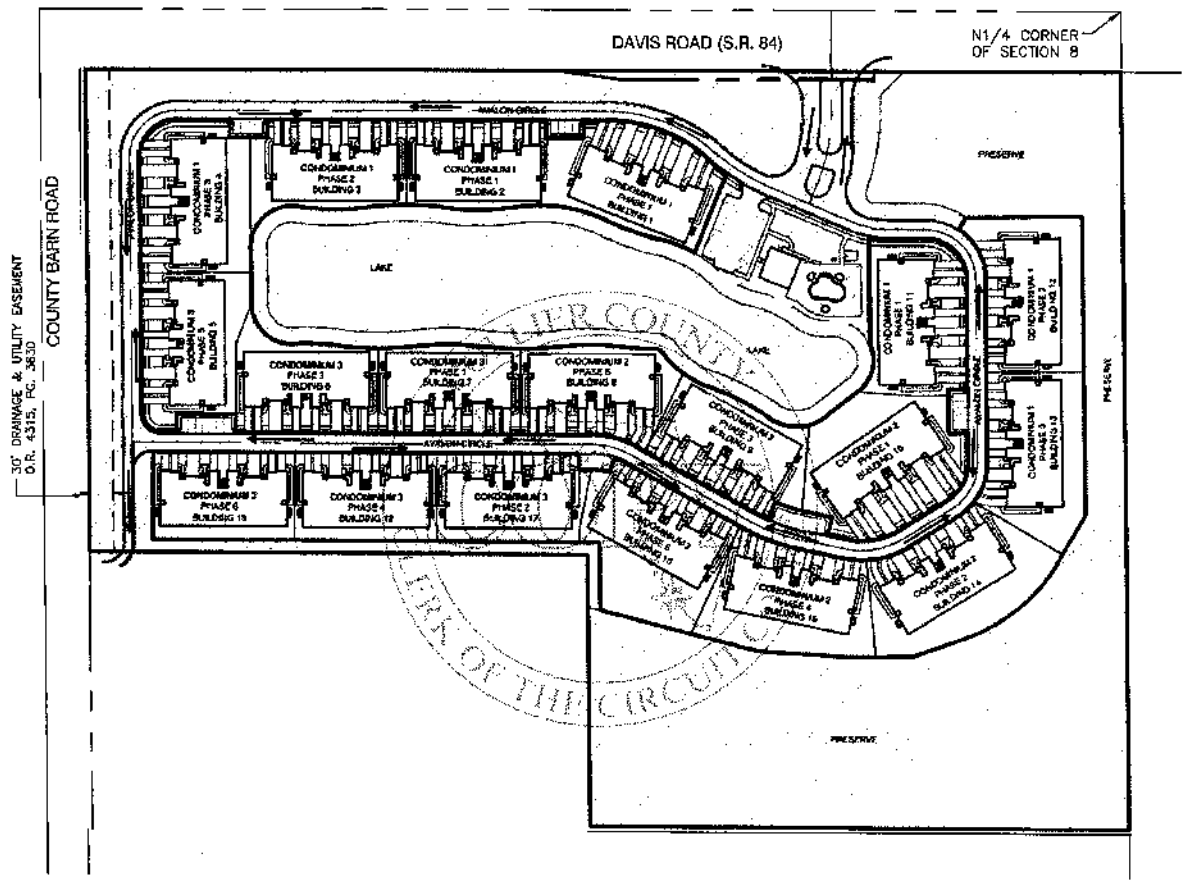
COLLIER COUNTY CIRCUIT COURT

November 2, 2017 2:03 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 05\001 CD3BS.dwg

DATE: 08/19/16 PROJECT NO.: 140013.01.04 FILE NAME.: 001 CD3BS SHEET NUMBER: 4 OF 4 DRAWN: TJD CHECKED: MAW	SEC: 8 TWP: 50 RGE: 26	SCALE:
	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: BOUNDARY SURVEY – BUILDINGS 17,18,19 CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0576
LB No.. 6952

EXHIBIT "A"



= MASTER ASSOCIATION

NOTES:

1. BUILDINGS AND IMPROVEMENTS SHOWN ON SITE PLANS ARE PROPOSED.

0 50 100 200
1"=200'

REVISED 04/14/17

April 14, 2017 12:00 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Rev.04\MASTER\001 CDMSP-Rev.4.dwg

DATE: 08/19/16	SEC: 8 TWP: 50 RGE: 26	SCALE: 1" = 200'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CDMSP-Rev.4	TITLE: OVERALL SITE PLAN	
SHEET NUMBER: 4 OF 4	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: TJD		
CHECKED: MAW		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B"

[Phase I Plot Plan, Survey, Graphic Description, Unit Floor Plans]

EXHIBIT "B-II"

[Phase II Plot Plan, Survey, Graphic Description, Unit Floor Plans]

EXHIBIT "B-III"

[Phase III Plot Plan, Survey, Graphic Description, Unit Floor Plans]

EXHIBIT "B-IV"

[Phase IV Plot Plan, Survey, Graphic Description, Unit Floor Plans]

COLLIER COUNTY
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CLERK OF THE CIRCUIT COURT

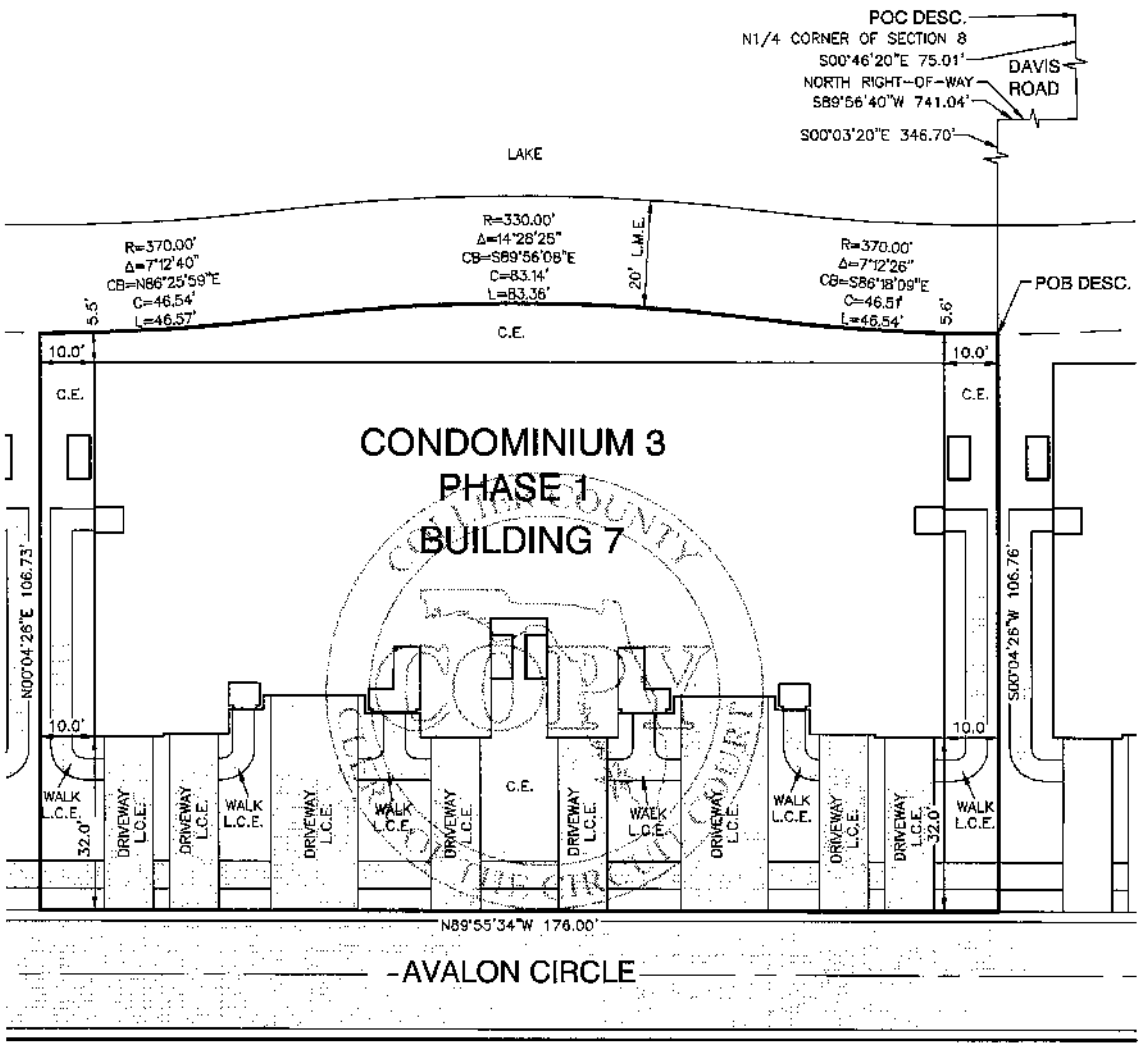
EXHIBIT "B-V"

[Phase V Plot Plan, Survey, Graphic Description, Unit Floor Plans]

EXHIBIT "B-VI"

[Phase VI Plot Plan, Survey, Graphic Description, Unit Floor Plans]

EXHIBIT "B"



COLLIER COUNTY
COPY
CLERK OF COURT

0 7.5 15 30
1"=30'

November 2, 2017 2:11 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP1.dwg

DATE: 11/2/17	SEC: 8 TWP: 50 RGE: 26	SCALE: 1" = 30'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.:001 CD3SP1		
SHEET NUMBER:1 OF 9	TITLE: PHASE 1 SITE PLAN – BUILDING 7	
DRAWN: TJD		
CHECKED: MAW	CLIENT: AVALON OF NAPLES, LLC	

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Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B"

PHASE 1 - BUILDING 7
DESCRIPTION

A TRACT OR PARCEL OF LAND, LYING IN SECTION 8, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 8, THENCE S.00°46'20"E. ON THE NORTH-SOUTH QUARTER SECTION LINE FOR 75.01 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF DAVIS ROAD (STATE ROAD 84);

THENCE S.89°56'40"W. ON SAID SOUTH RIGHT-OF-WAY LINE FOR 741.04 FEET;

THENCE S.00°03'20"E., DEPARTING SAID SOUTH RIGHT-OF-WAY LINE FOR 346.70 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE S.00°04'26"W., FOR 106.76 FEET;

THENCE N.89°55'34"W., FOR 176.00 FEET;

THENCE N.00°04'26"E., FOR 106.73 FEET TO A POINT ON A CURVE;

THENCE EASTERLY 46.57 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET THROUGH A CENTRAL ANGLE OF 07°12'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.86°25'59"E. FOR 46.54 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY 83.36 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 14°28'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.89°56'08"E. FOR 83.14 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY 46.54 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET THROUGH A CENTRAL ANGLE OF 07°12'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.86°18'09"E. FOR 46.51 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 19,270 SQUARE FEET OR 0.44 ACRES, MORE OR LESS.

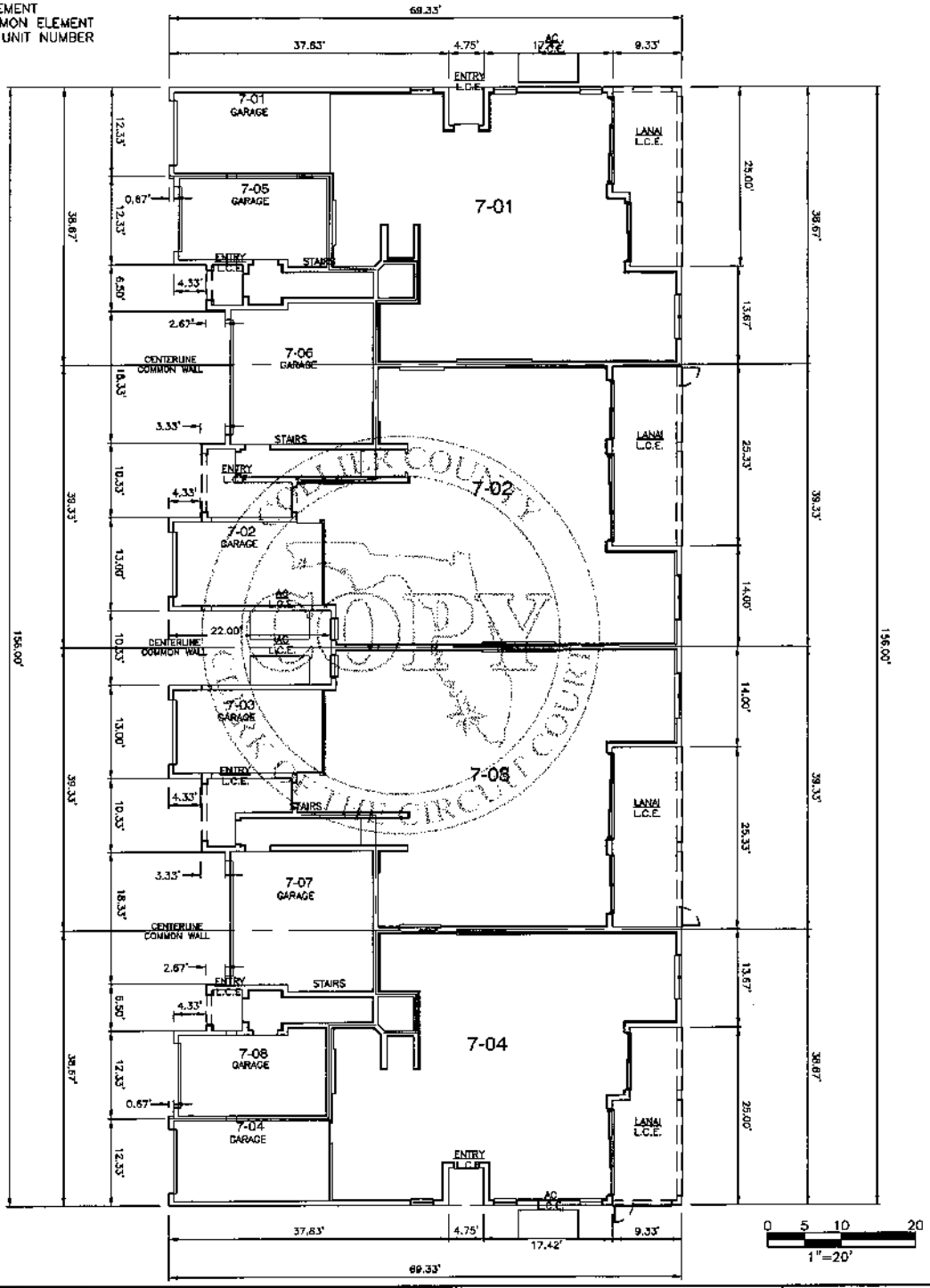
BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NSRS 2011) WHEREIN THE NORTH-SOUTH QUARTER SECTION OF LINE OF SAID SECTION 8 BEARS S.00°46'20"E.

November 2, 2017 2:11 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP1.dwg

DATE: 11/2/17	SEC: 8 TWP: 50 RGE: 26	SCALE: N/A	RWA ENGINEERING 6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 LB No.: 6952
PROJECT NO.: 140013.01.04 FILE NAME.: 001 CD3SP1 SHEET NUMBER: 2 OF 9 DRAWN: TJD CHECKED: MAW	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: PHASE 1 DESCRIPTION – BUILDING 7 CLIENT: AVALON OF NAPLES, LLC		

EXHIBIT "B"

LEGEND
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
7 = BUILDING – UNIT NUMBER



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CLERK OF THE CIRCUIT COURT

November 2, 2017 2:11 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP1.dwg

DATE: 11/2/17 PROJECT NO.: 140013.01.04 FILE NAME.:001 CD3SP1 SHEET NUMBER: 3 OF 9 DRAWN: JMP CHECKED: TJD	SEC: 8 TWP: 50S RGE: 26E PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: EXTERIOR DIMENSIONS – FIRST FLOOR CLIENT: AVALON OF NAPLES, LLC	SCALE: 1" = 20'

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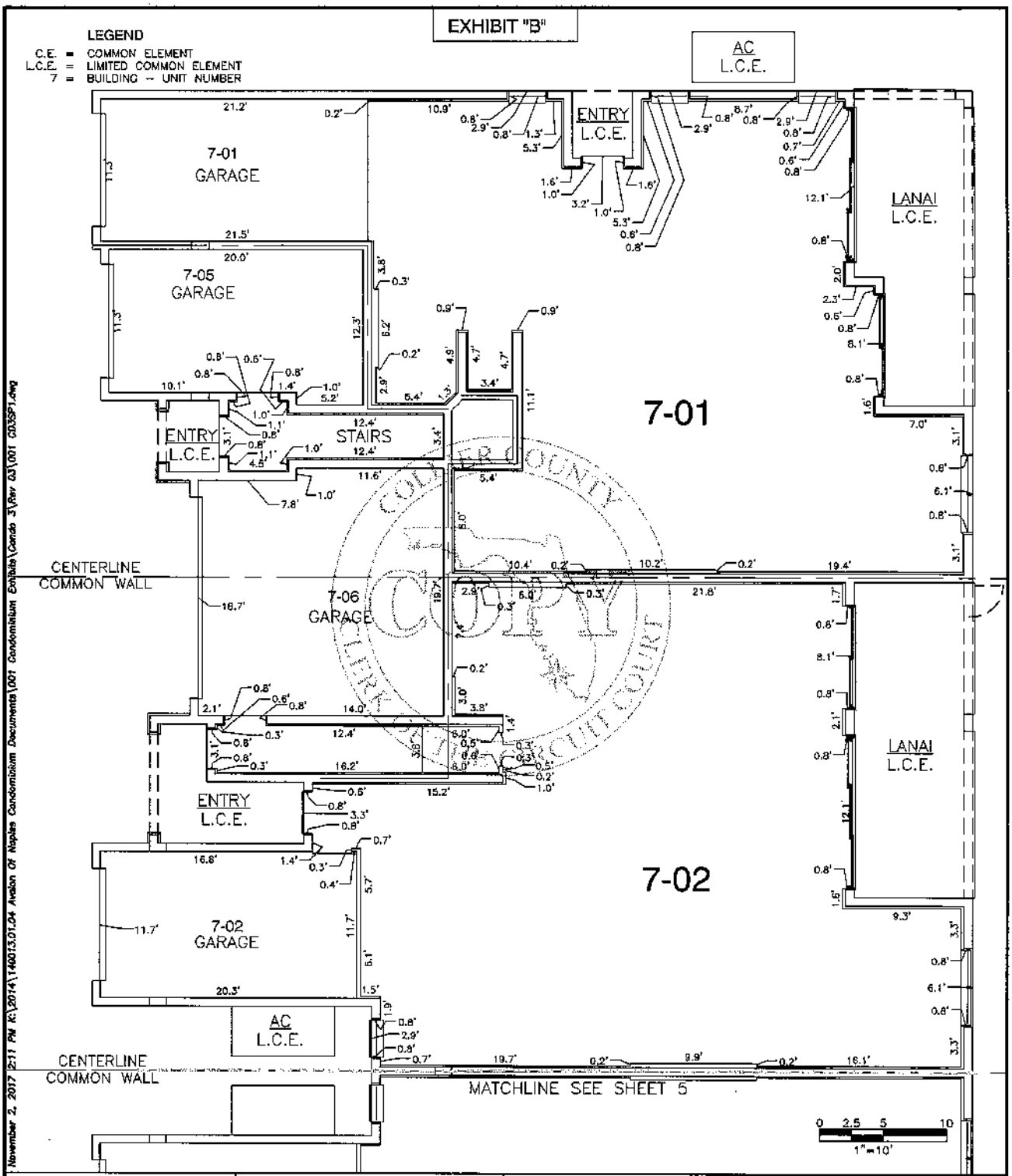
8510 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



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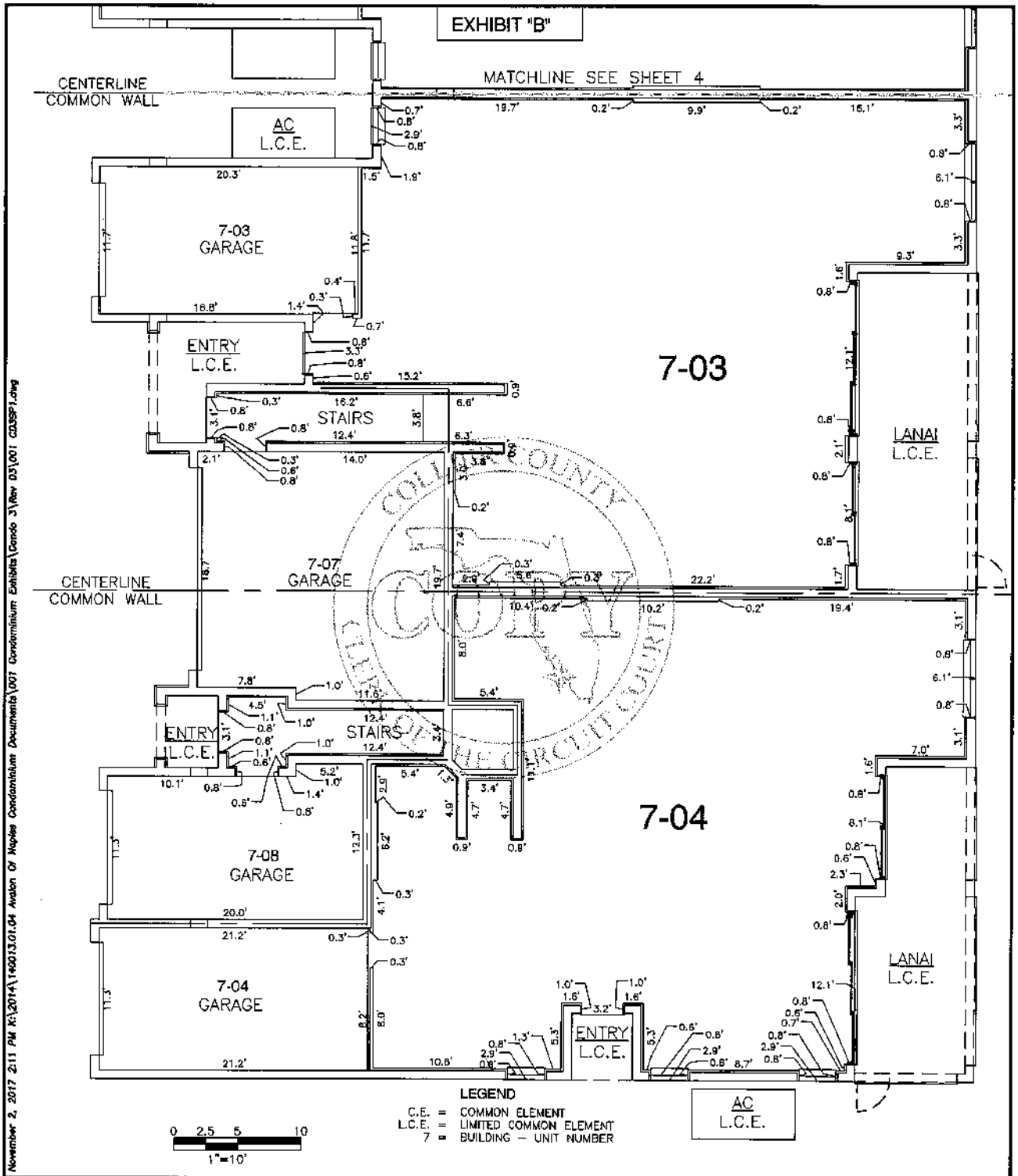
DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	RWA ENGINEERING
FILE NAME.: 001 CD3SP1	TITLE: INTERIOR DIMENSIONS -- FIRST FLOOR & 7-2	6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 LB No.: 6952
SHEET NUMBER: 4 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		



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DATE: 11/2/17	SEC:8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP1	TITLE: INTERIOR DIMENSIONS – FIRST FLOOR 7–3 & 7–4	
SHEET NUMBER: 5 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

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Naples, Florida 34109
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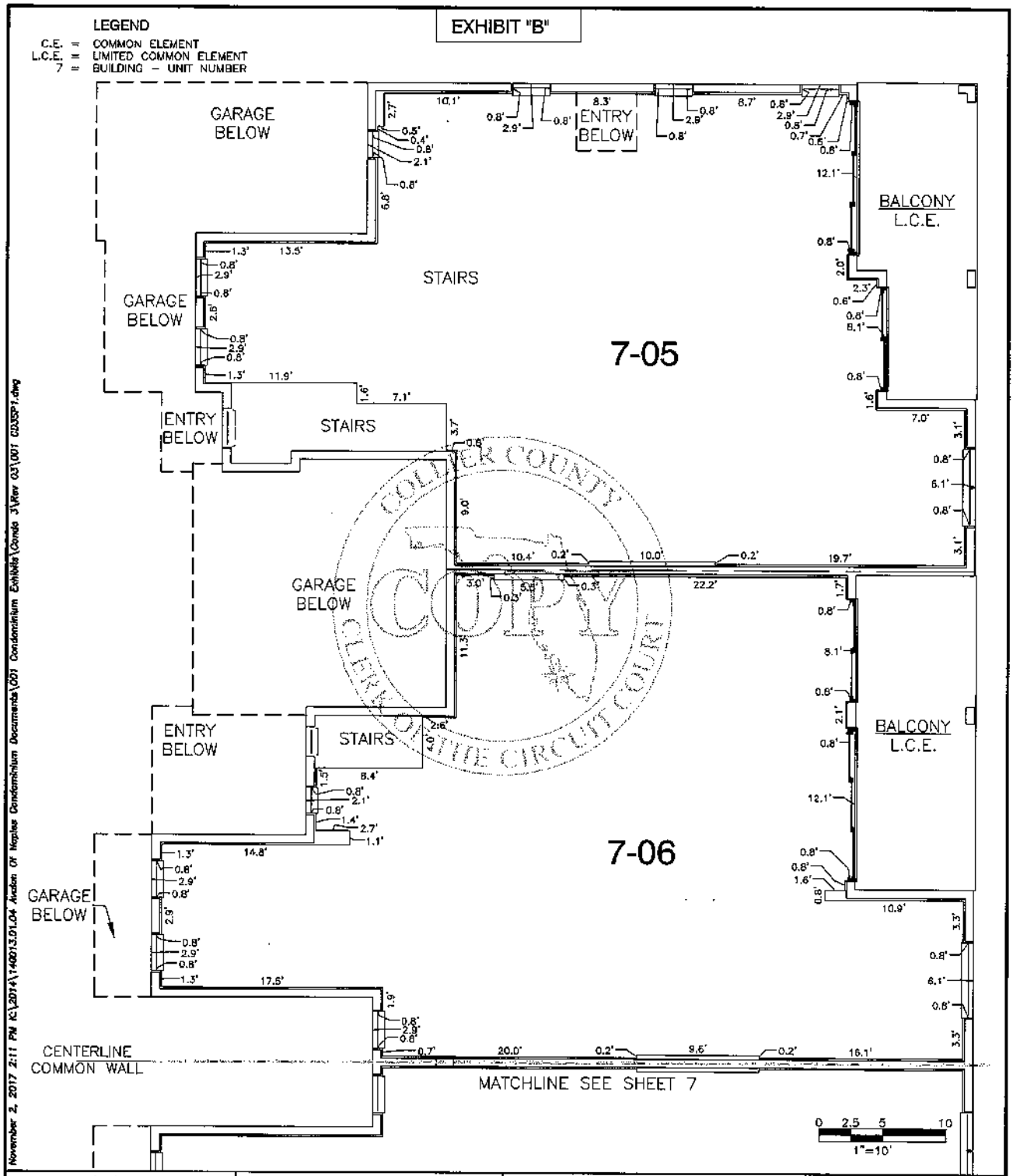
FAX: (239) 597-0578
LB No.: 6952



DATE: 11/2/17
PROJECT NO.: 140013.01.04
FILE NAME.: 001 CD3SP1
SHEET NUMBER: 6 OF 9
DRAWN: JMP
CHECKED: TJD

SEC: 8 TWP: 50S RGE: 26E | SCALE: 1" = 10'

PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM
TITLE: INTERIOR DIMENSIONS – SECOND FLOOR 7-5 & 7-6
CLIENT: AVALON OF NAPLES, LLC

RWA ENGINEERING
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Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

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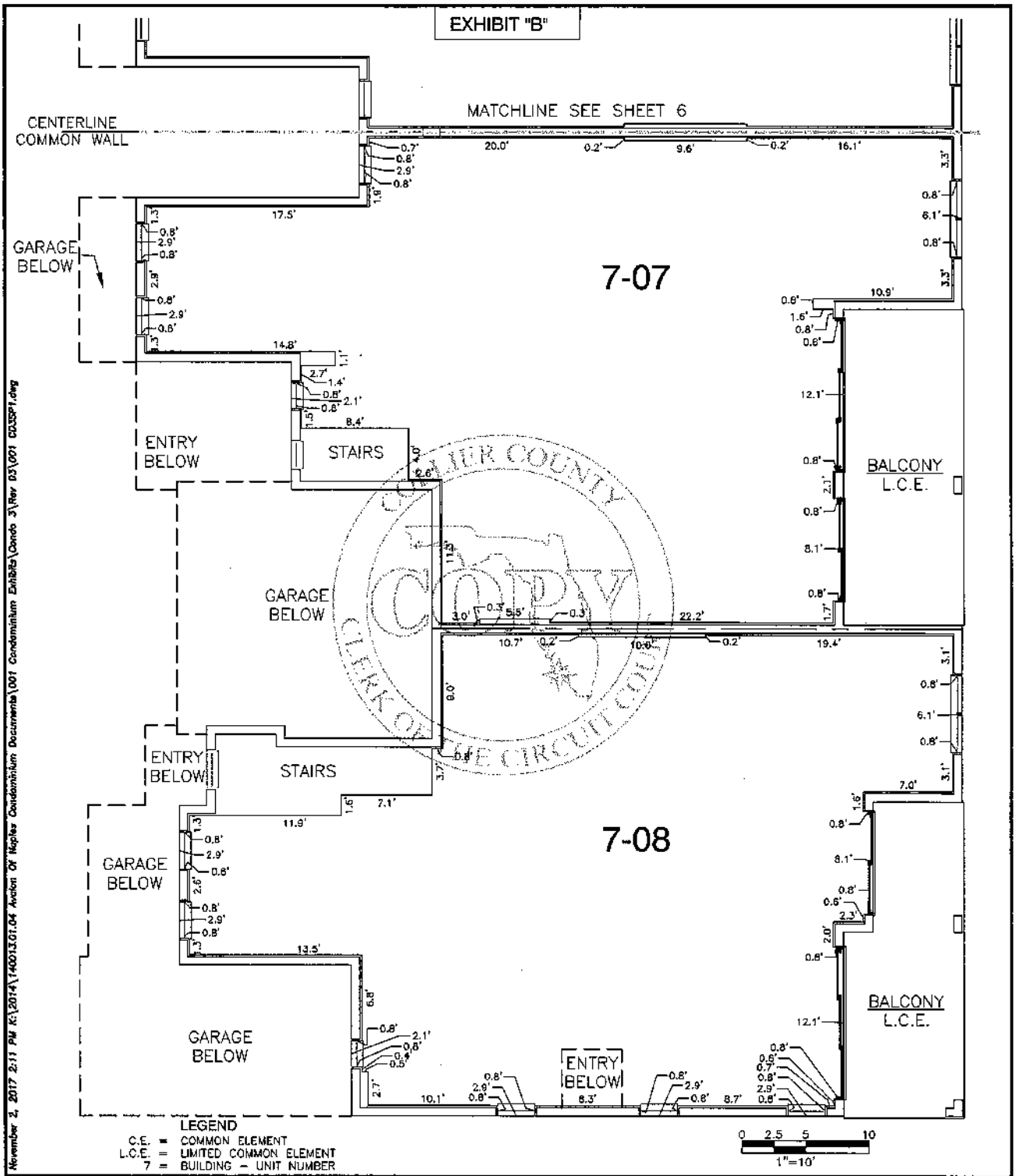

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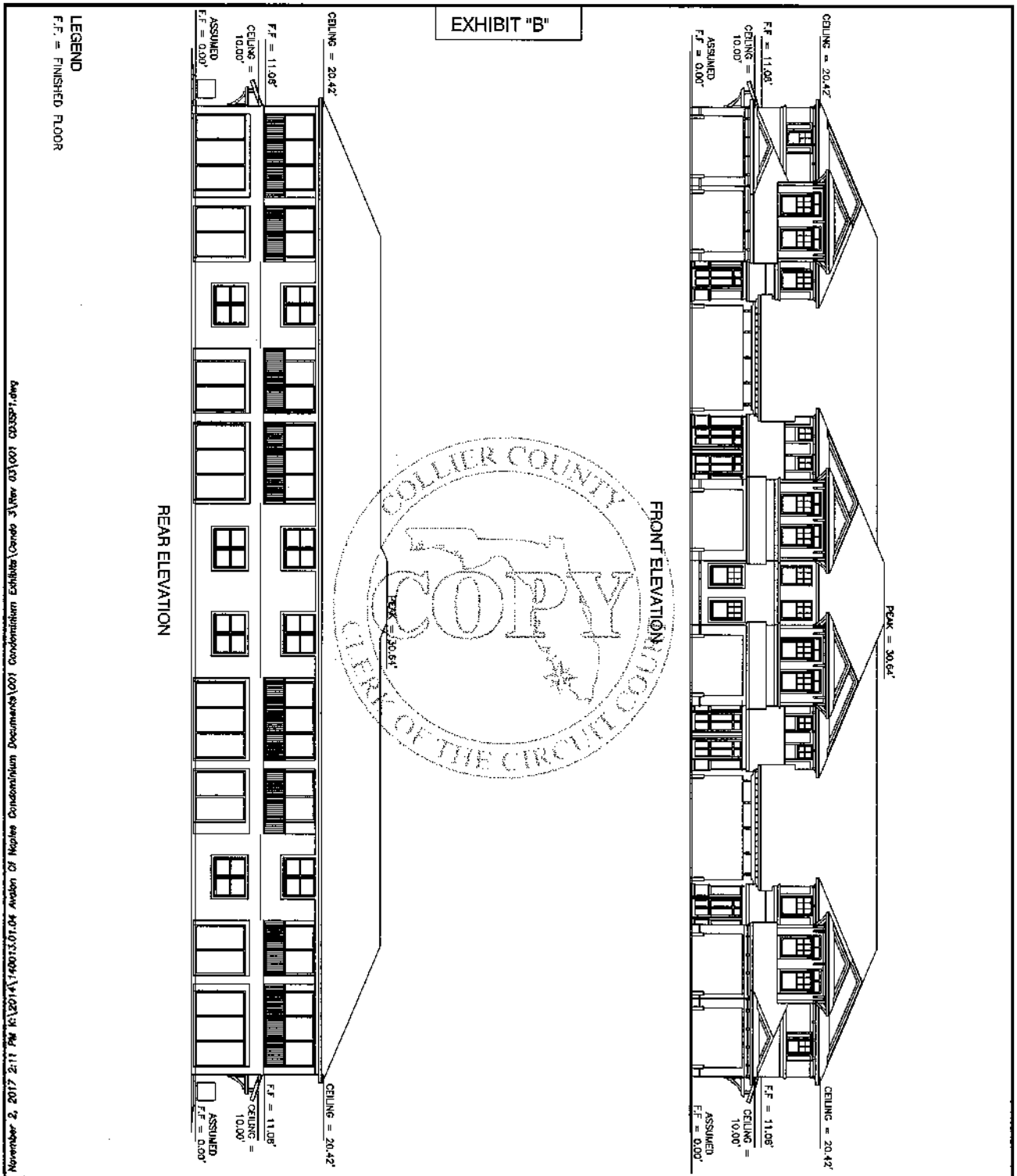
DATE: 11/2/17	SEC:8 TWP: 50s RGE: 26e	SCALE: 1" = 10'
PROJECT NO.140016.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.:001 CD3SP1	TITLE: INTERIOR DIMENSIONS – SECOND FLOOR 7–7 & 7–8	
SHEET NUMBER:7 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
8610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0576
LB No.: 6952

EXHIBIT "B"



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DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP1		
SHEET NUMBER: 8 OF 9	TITLE: ELEVATIONS FRONT AND REAR	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

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FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B"



RIGHT ELEVATION

COLLIER COUNTY
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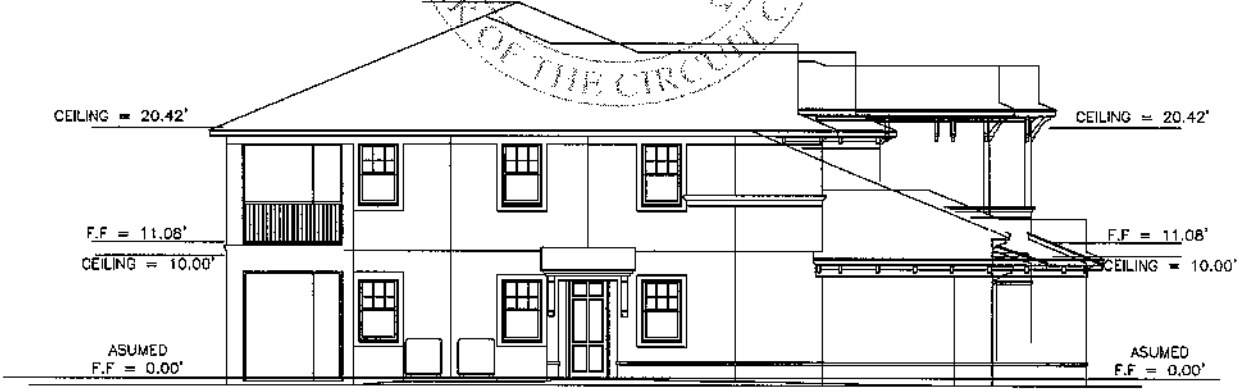
CLERK OF THE CIRCUIT COURT



LEFT ELEVATION

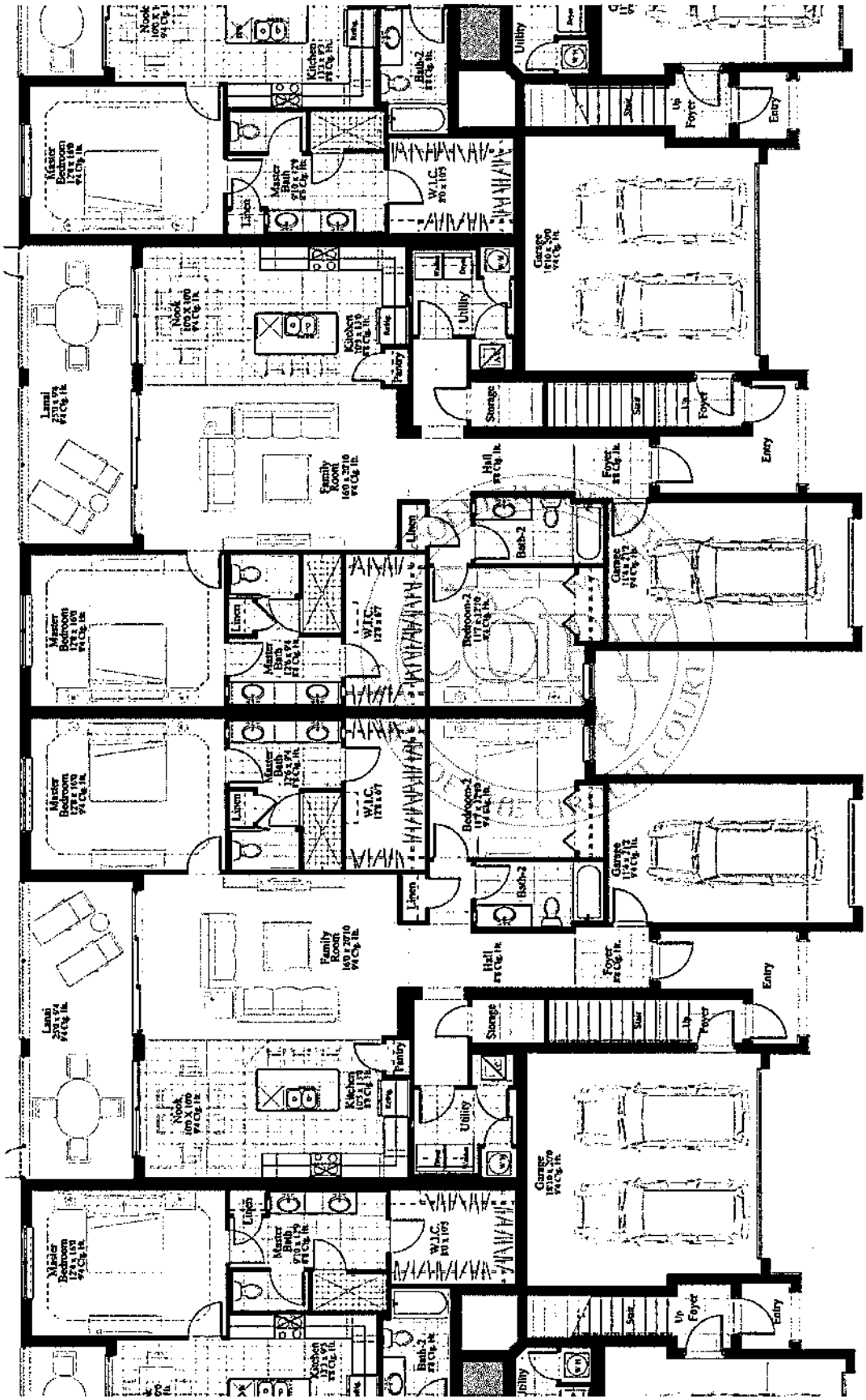
LEGEND

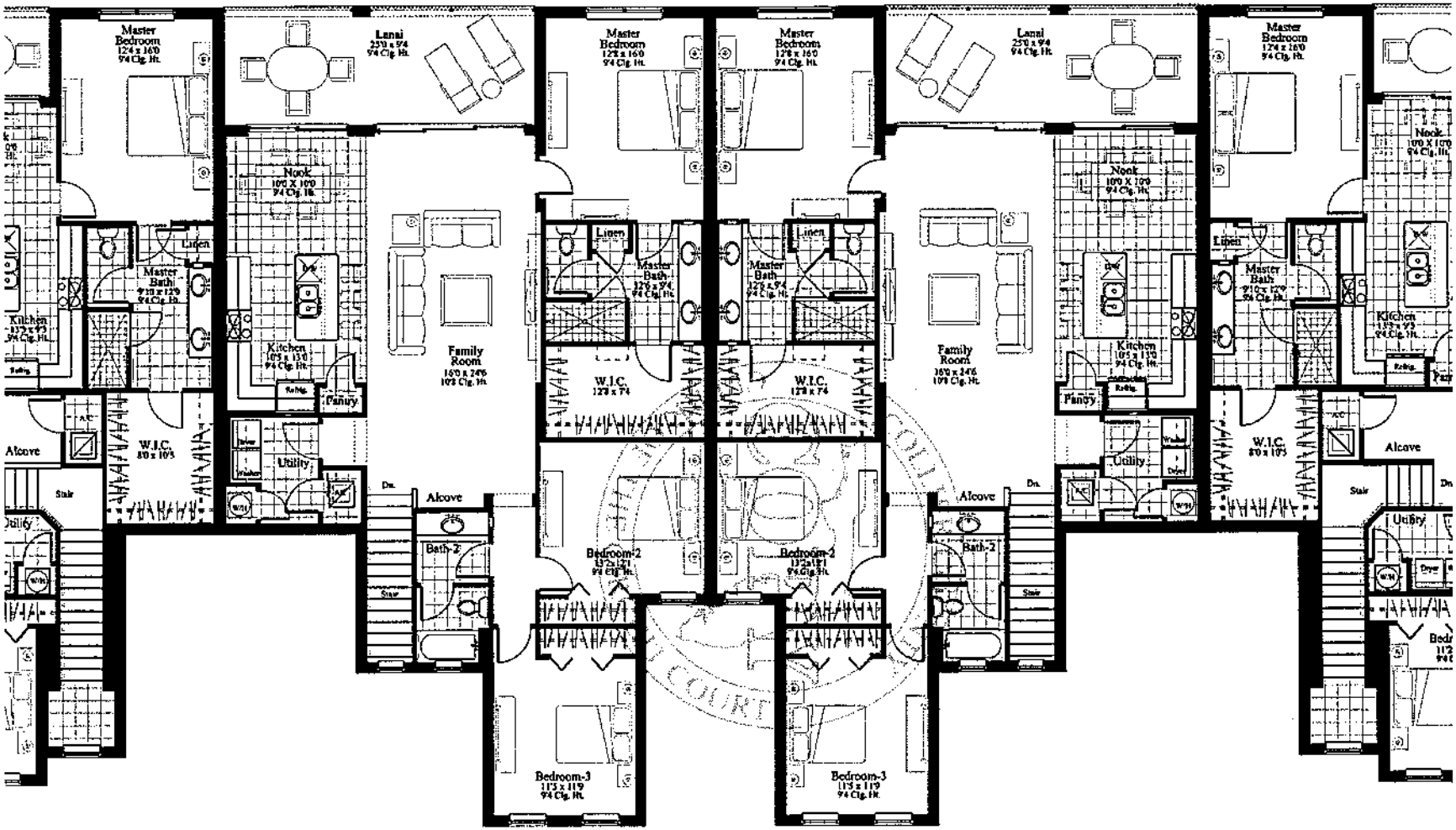
F.F. = FINISHED FLOOR

November 2, 2017 2:11 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP1.dwg

DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP1		
SHEET NUMBER: 9 OF 9	TITLE: ELEVATIONS RIGHT AND LEFT	
DRAWN: JMP	CLIENT: AVALON OF NAPLES, LLC	
CHECKED: TJD		

RWA ENGINEERING
6810 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952


Kendal
Living Area 1467 S.F.
Lanai 232 S.F.
Garage 236 S.F.
Covered Entry 58 S.F.
Total Area 1993 S.F.
Kendal
Living Area 1467 S.F.
Lanai 232 S.F.
Garage 236 S.F.
Covered Entry 58 S.F.
Total Area 1993 S.F.



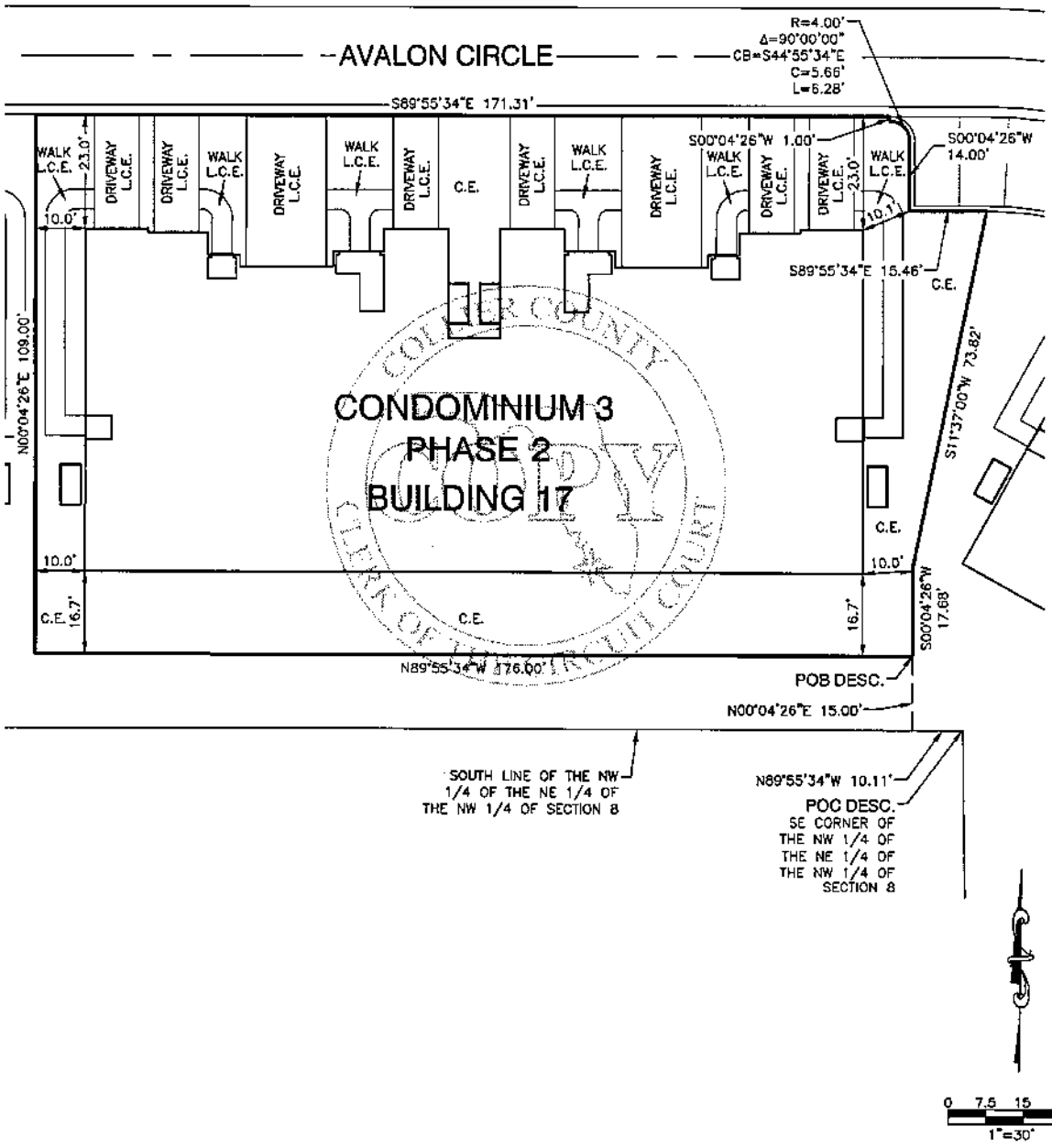
660 S.F.	
207 S.F.	
231 S.F.	
26 S.F.	
124 S.F.	

Whitehaven	
Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

Whitehaven	
Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

Wi	
Living Are	
Lanai	
Garage	
Covered E	
Total Area	

EXHIBIT "B-II"



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DATE: 11/2/17	SEC: 8 TWP: 50 RGE: 26	SCALE: 1" = 30'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP2	TITLE: PHASE 2 SITE PLAN – BUILDING 17	
SHEET NUMBER: 1 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: TJD		
CHECKED: MAW		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-II"

PHASE 2 - BUILDING 17
DESCRIPTION

A TRACT OR PARCEL OF LAND, LYING IN SECTION 8, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 THENCE N.89°55'34"W. ON THE SOUTH LINE OF SAID FRACTION FOR 10.11 FEET;

THENCE N.00°04'26"E. DEPARTING SAID SOUTH LINE FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE N.89°55'34"W., FOR 176.00 FEET;

THENCE N.00°04'26"E., FOR DEPARTING SAID SOUTH LINE 109.00 FEET;

THENCE S.89°55'34"E., FOR 171.31 FEET;

THENCE S.00°04'26"W., FOR 1.00 FEET TO A POINT ON A CURVE;

THENCE SOUTHEASTERLY 6.28 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 4.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.44°56'34"E. FOR 5.66 FEET;

THENCE S.00°04'26"W., FOR 14.00 FEET;

THENCE S.89°55'34"E., FOR 15.46 FEET;

THENCE S.11°37'00"W., FOR 73.82 FEET;

THENCE S.00°04'26"W., FOR 17.68 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 19,697 SQUARE FEET OR 0.45 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NSRS 2011) WHEREIN THE NORTH-SOUTH QUARTER SECTION OF LINE OF SAID SECTION 8 BEARS S.00°46'20"E.

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

November 2, 2017 2:12 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP2.dwg

DATE: 11/2/17	SEC: 8 TWP: 50 RGE: 26	SCALE: N/A
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP2	TITLE: PHASE 2 DESCRIPTION – BUILDING 17	
SHEET NUMBER 2 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: TJD		
CHECKED: MAW		

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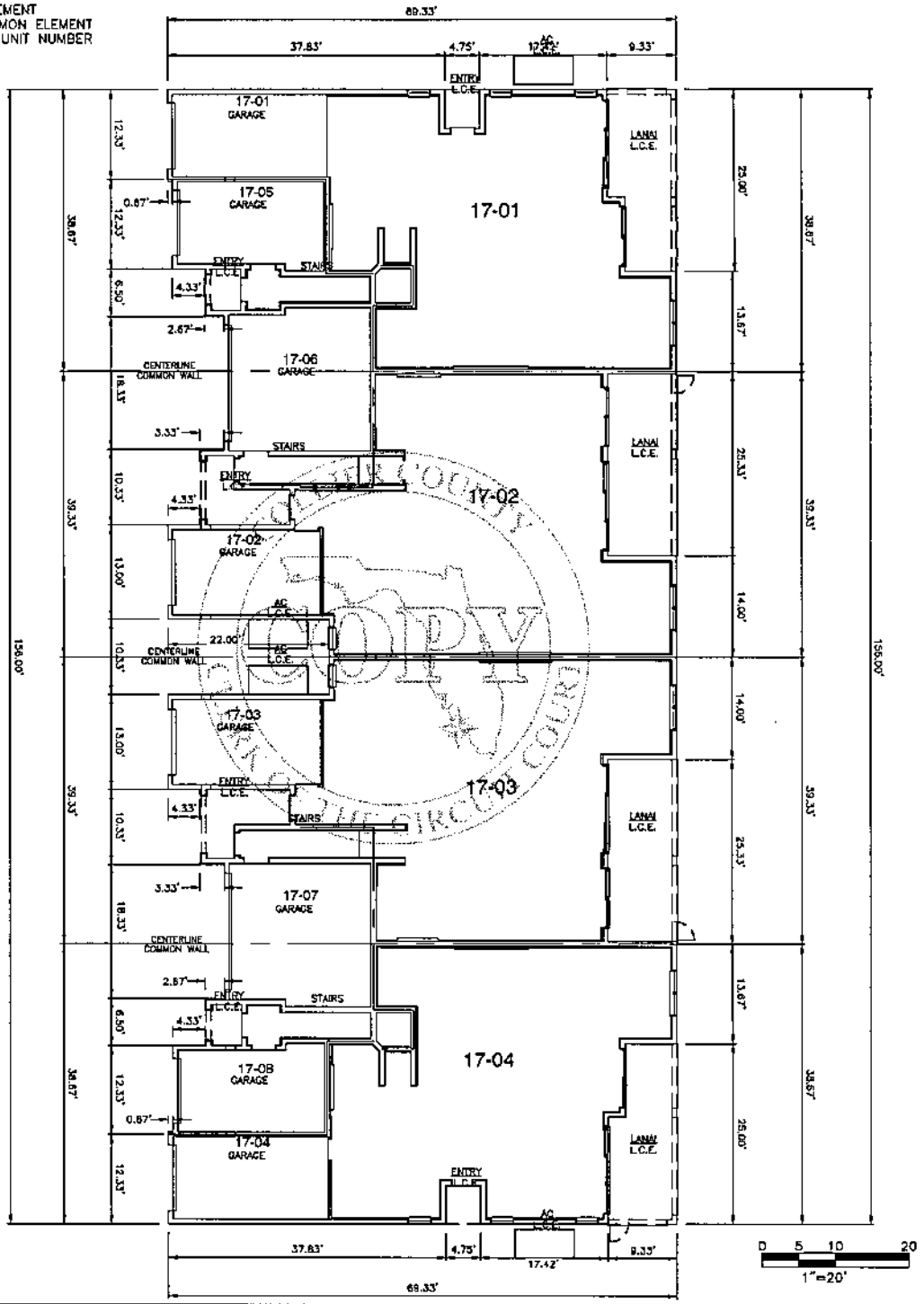
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-II"

LEGEND
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
17 = BUILDING – UNIT NUMBER



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DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 20'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP2		
SHEET NUMBER: 3 OF 9	TITLE: EXTERIOR DIMENSIONS – FIRST FLOOR	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

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6610 Willow Park Drive, Suite 200
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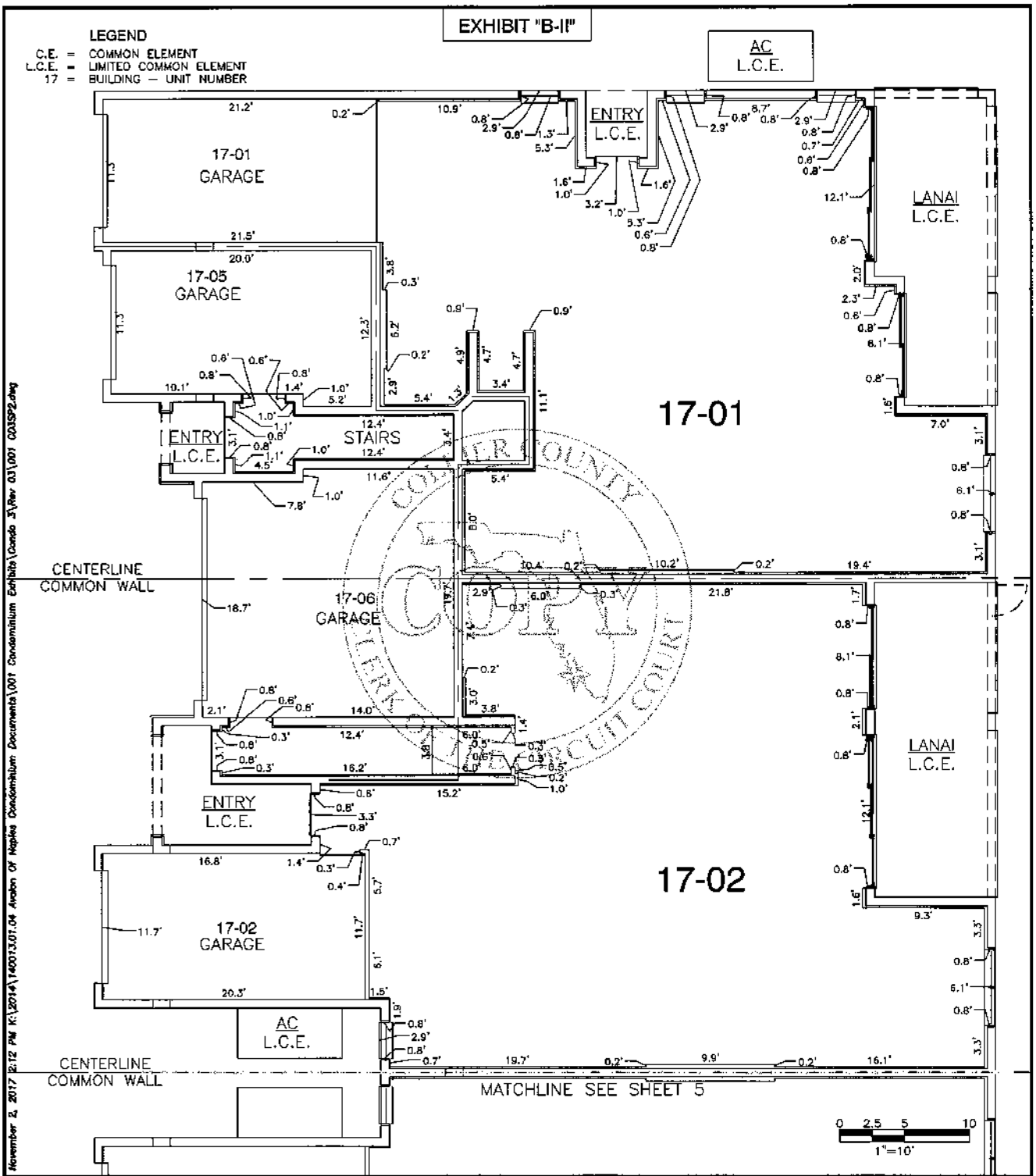
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP2	TITLE: INTERIOR DIMENSIONS — FIRST FLOOR 17—1 & 17—2	
SHEET NUMBER: 4 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
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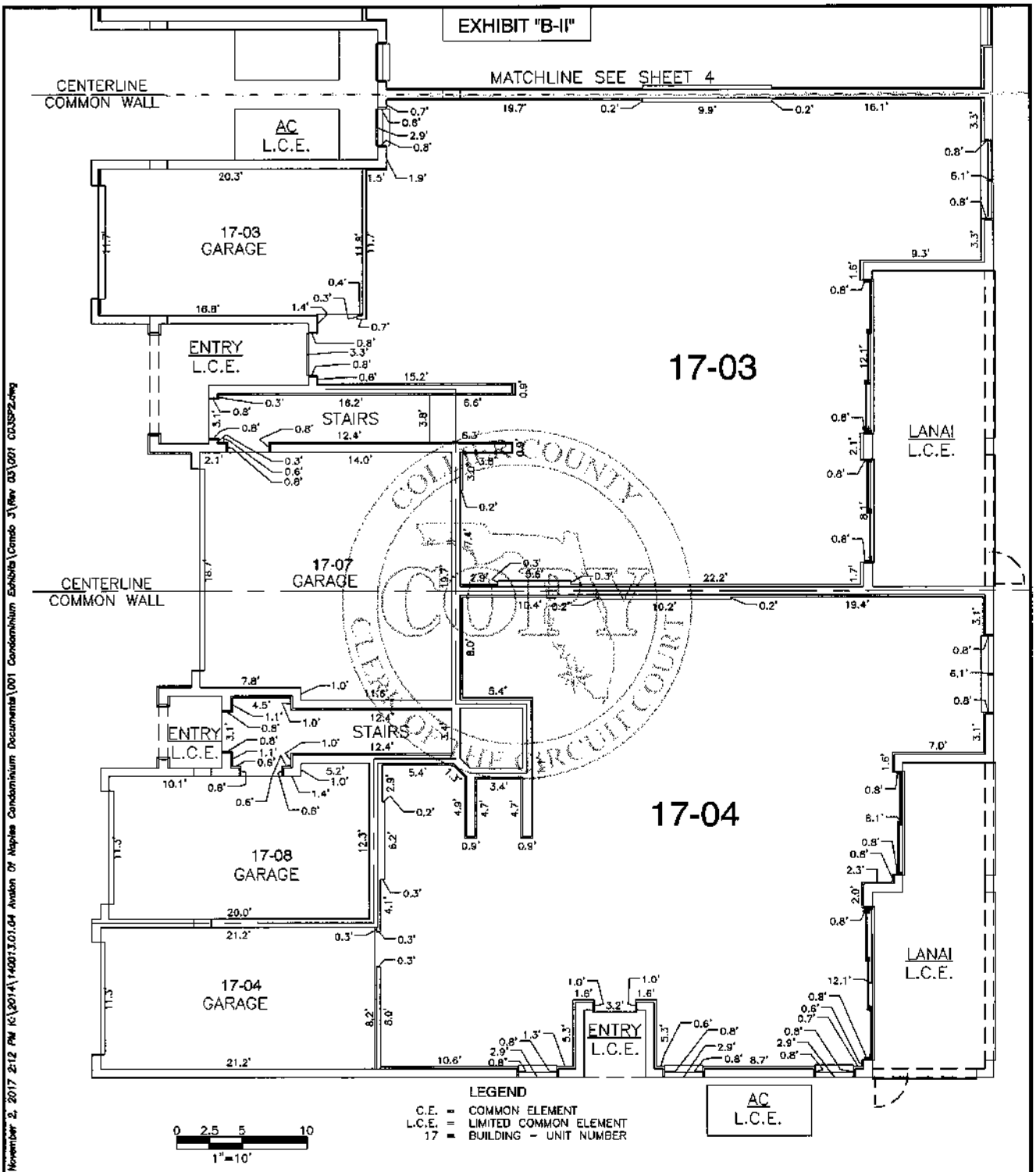
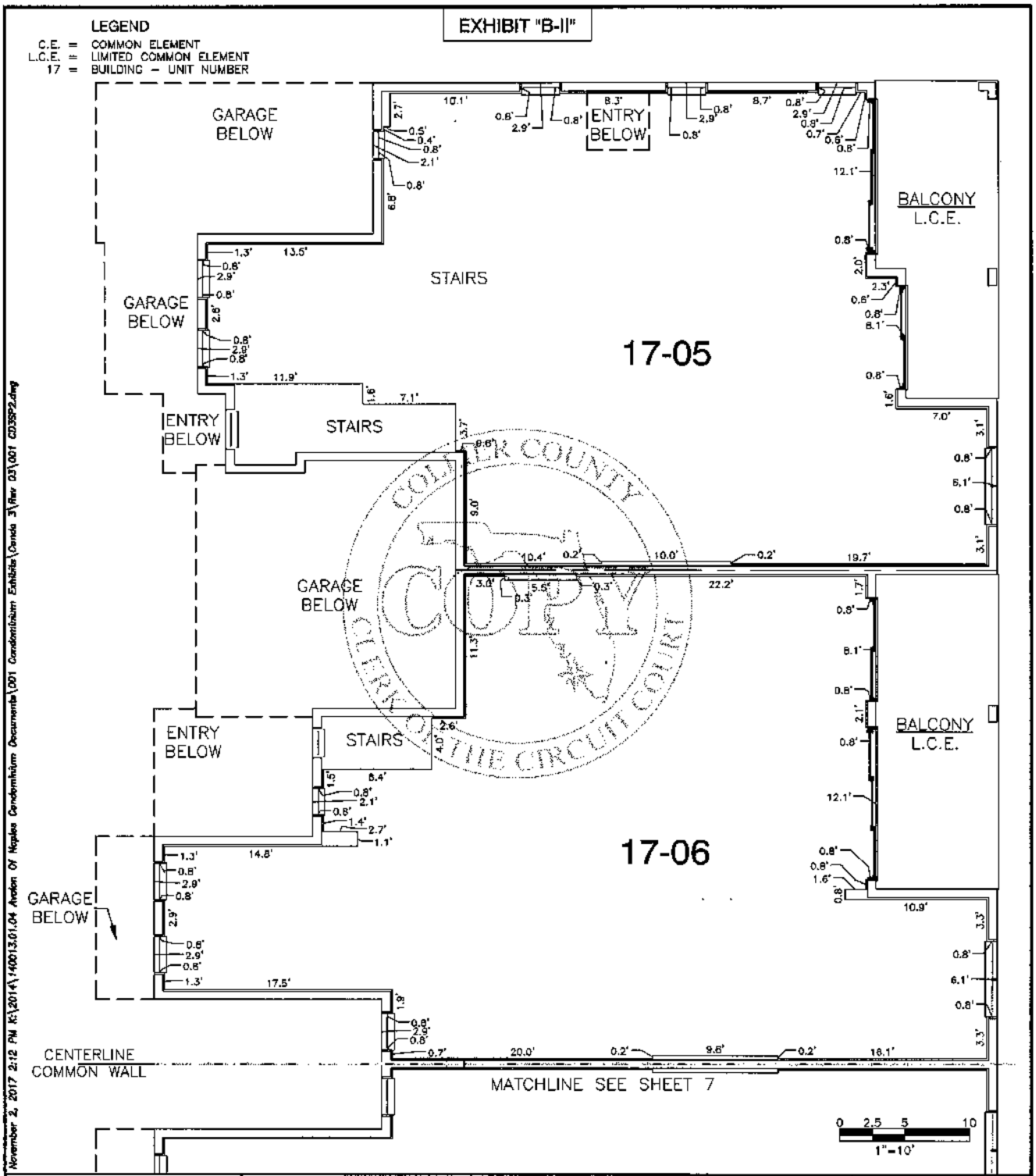
LB No.: 6952

November 2, 2017 2:12 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP2.dwg



November 2, 2017 2:12 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP2.dwg

DATE: 11/2/17	SEC:8 TWP: 50S RGE: 26E	SCALE: 1" = 10'	RWA ENGINEERING
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM		6610 Willow Park Drive, Suite 200
FILE NAME.: 001 CD3SP2	TITLE: INTERIOR DIMENSIONS – FIRST FLOOR 17–3 & 17–4		Naples, Florida 34109
SHEET NUMBER: 5 OF 9			Phone: (239) 597-0575
DRAWN: JMP	CLIENT: AVALON OF NAPLES, LLC		FAX: (239) 597-0578
CHECKED: TJD			LB No.: 8952



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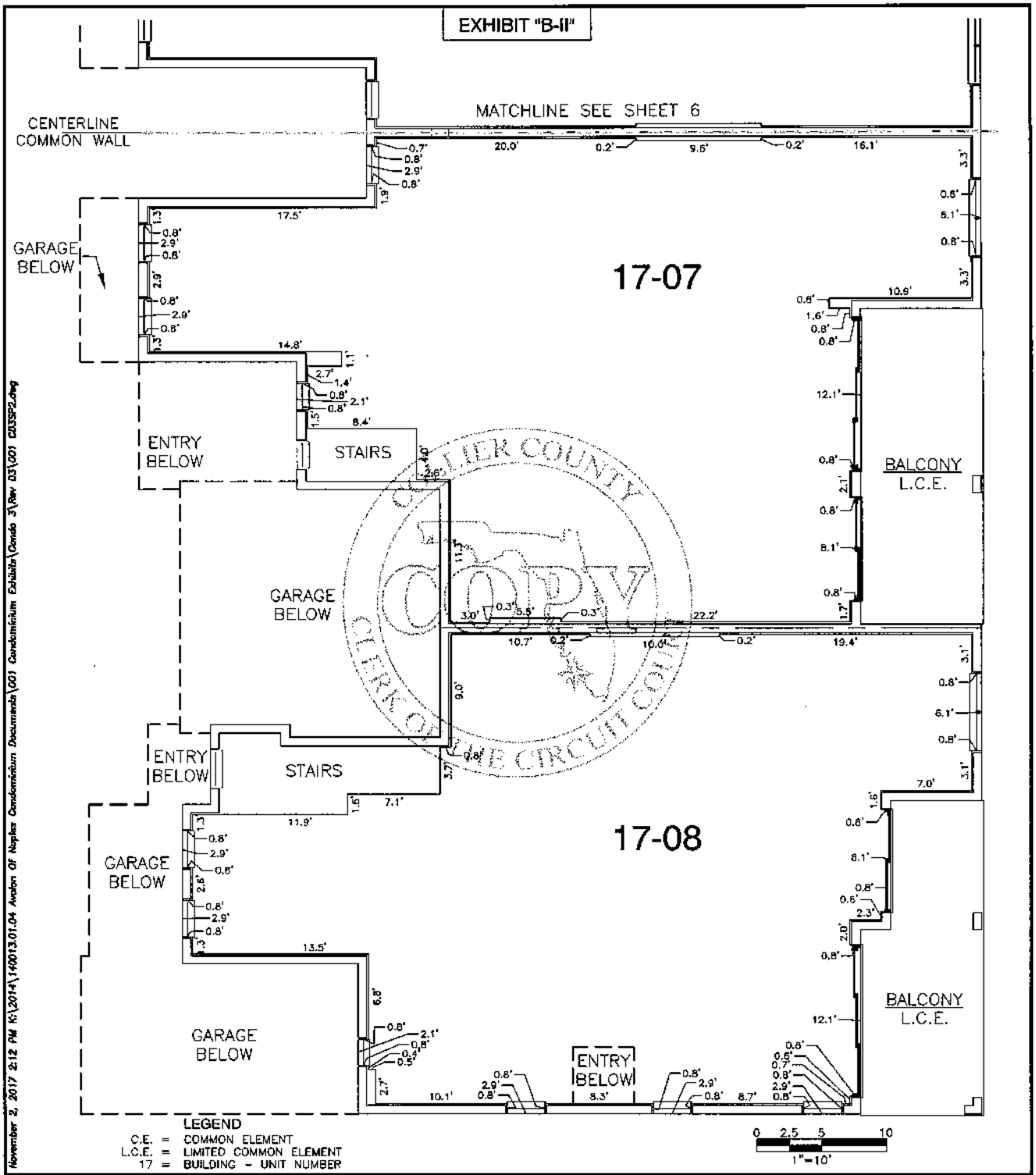
DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP2	TITLE: INTERIOR DIMENSIONS – SECOND FLOOR 17–5 & 17–6	
SHEET NUMBER: 6 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



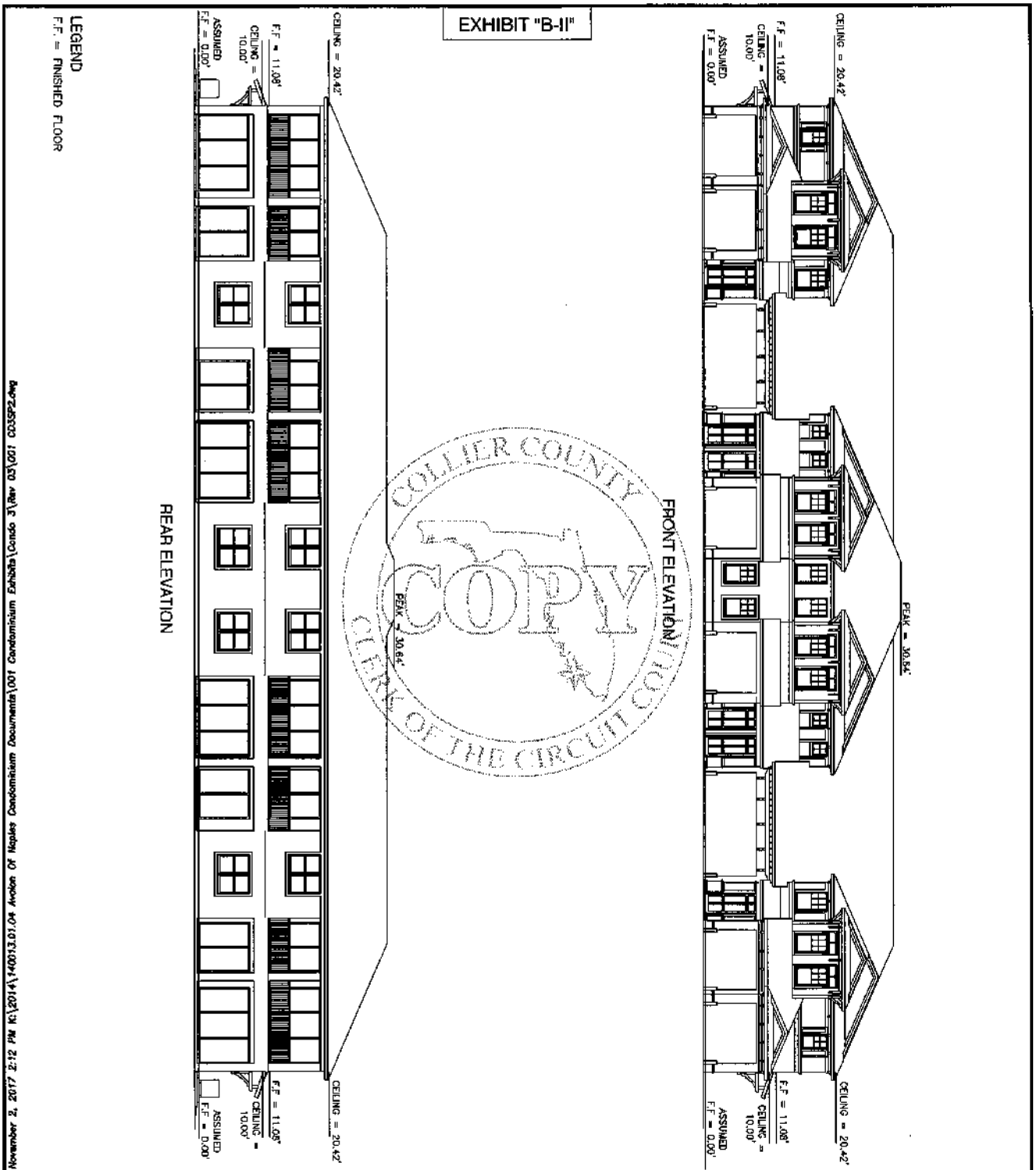
COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

November 2, 2017 2:12 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP2.dwg

DATE: 11/2/17	SEC:8 TWP: 50s RGE: 26e	SCALE: 1" = 10'
PROJECT NO.140016.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.:001 CD3SP2	TITLE: INTERIOR DIMENSIONS – SECOND FLOOR 17–7 & 17–8	
SHEET NUMBER:7 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
8610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-II"



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DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP2		
SHEET NUMBER: 8 OF 9	TITLE: ELEVATIONS FRONT AND REAR	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
6810 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-II"



RIGHT ELEVATION

COLLIER COUNTY
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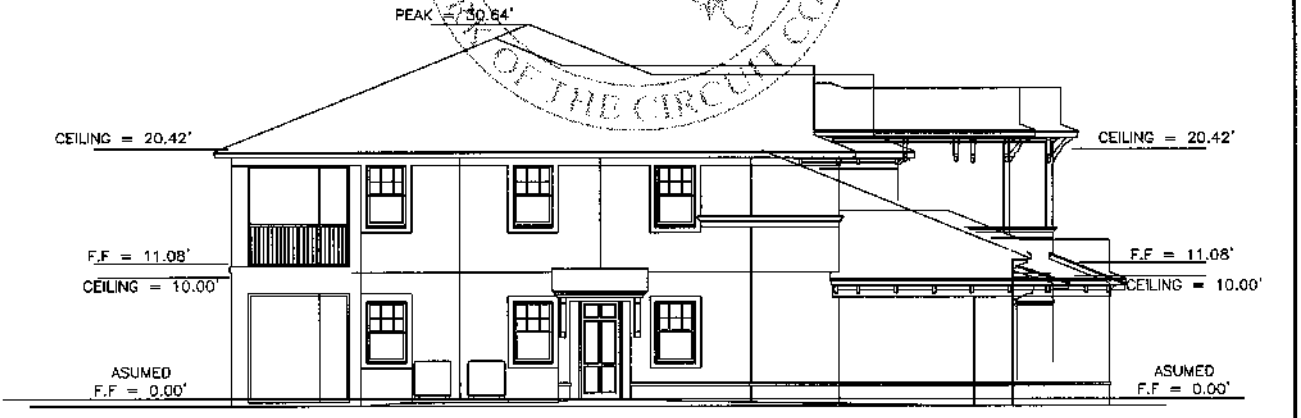
CLERK OF THE CIRCUIT COURT



LEFT ELEVATION

LEGEND
F.F. = FINISHED FLOOR

DATE: 11/2/17 PROJECT NO.: 140013.01.04 FILE NAME.: 001 CD3SP2 SHEET NUMBER: 9 OF 9 DRAWN: JMP CHECKED: TJD	SEC: 8 TWP: 50S RGE: 26E PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: ELEVATIONS RIGHT AND LEFT CLIENT: AVALON OF NAPLES, LLC	SCALE: N.T.S.

RWA ENGINEERING
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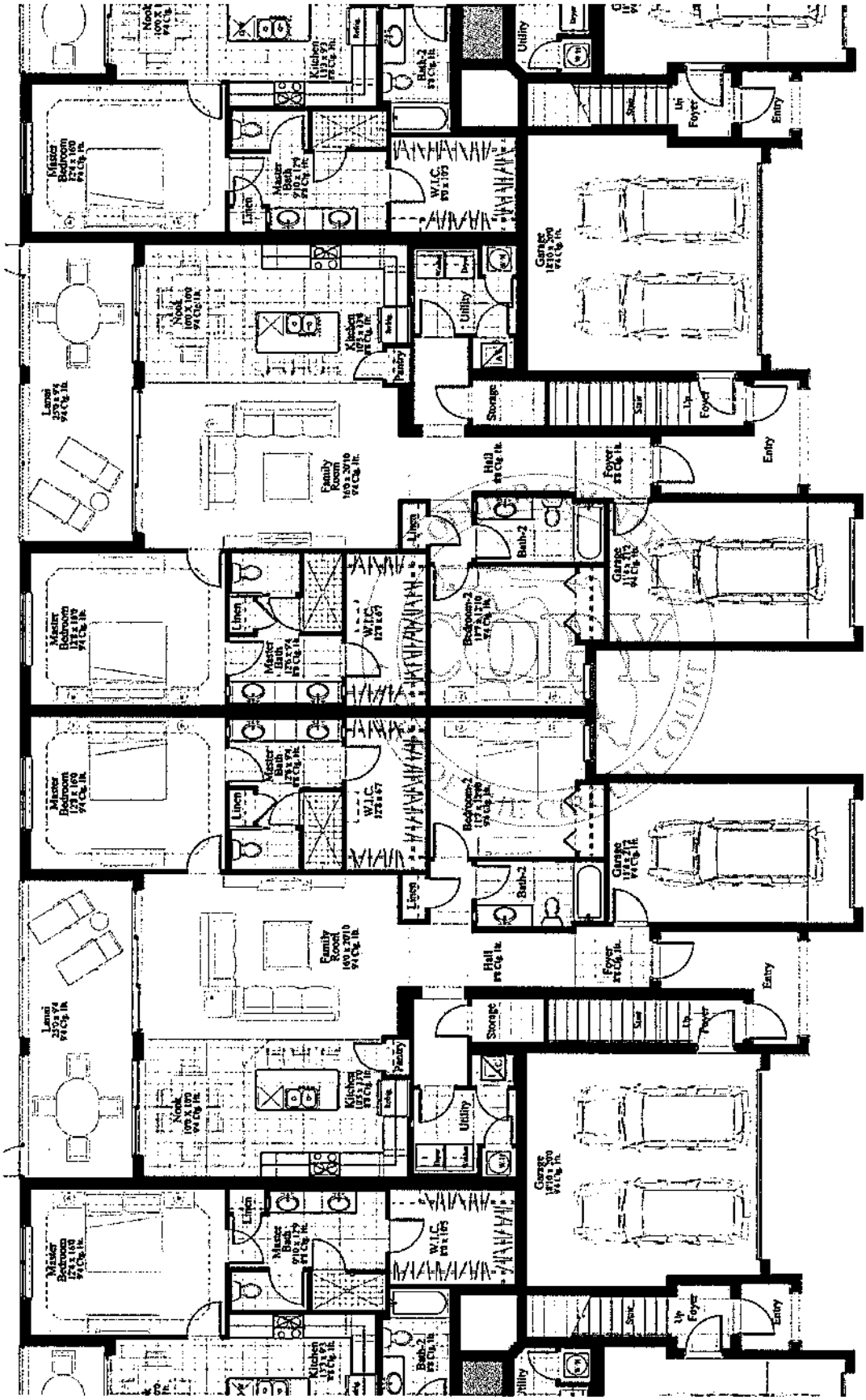
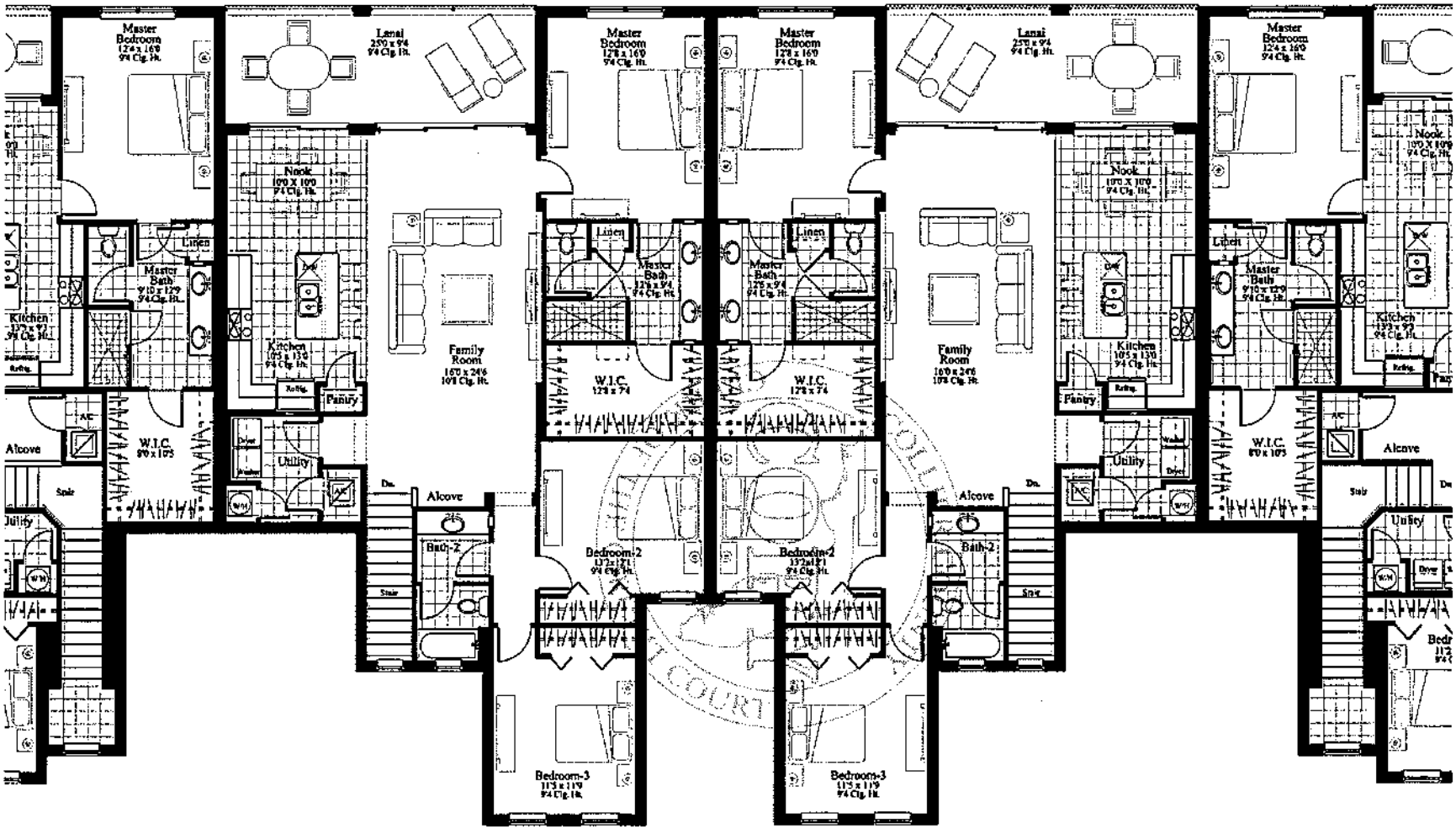
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

November 2, 2017 2:12 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP2.dwg


Kendal
Living Area 1467 S.F.
Lanai 232 S.F.
Garage 236 S.F.
Covered Entry 58 S.F.
Total Area 1993 S.F.
Kendal
Living Area 1467 S.F.
Lanai 232 S.F.
Garage 236 S.F.
Covered Entry 58 S.F.
Total Area 1993 S.F.



660 S.F.	
207 S.F.	
231 S.F.	
26 S.F.	
124 S.F.	

Whitehaven	
Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

Whitehaven	
Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

Wi	
Living Are	
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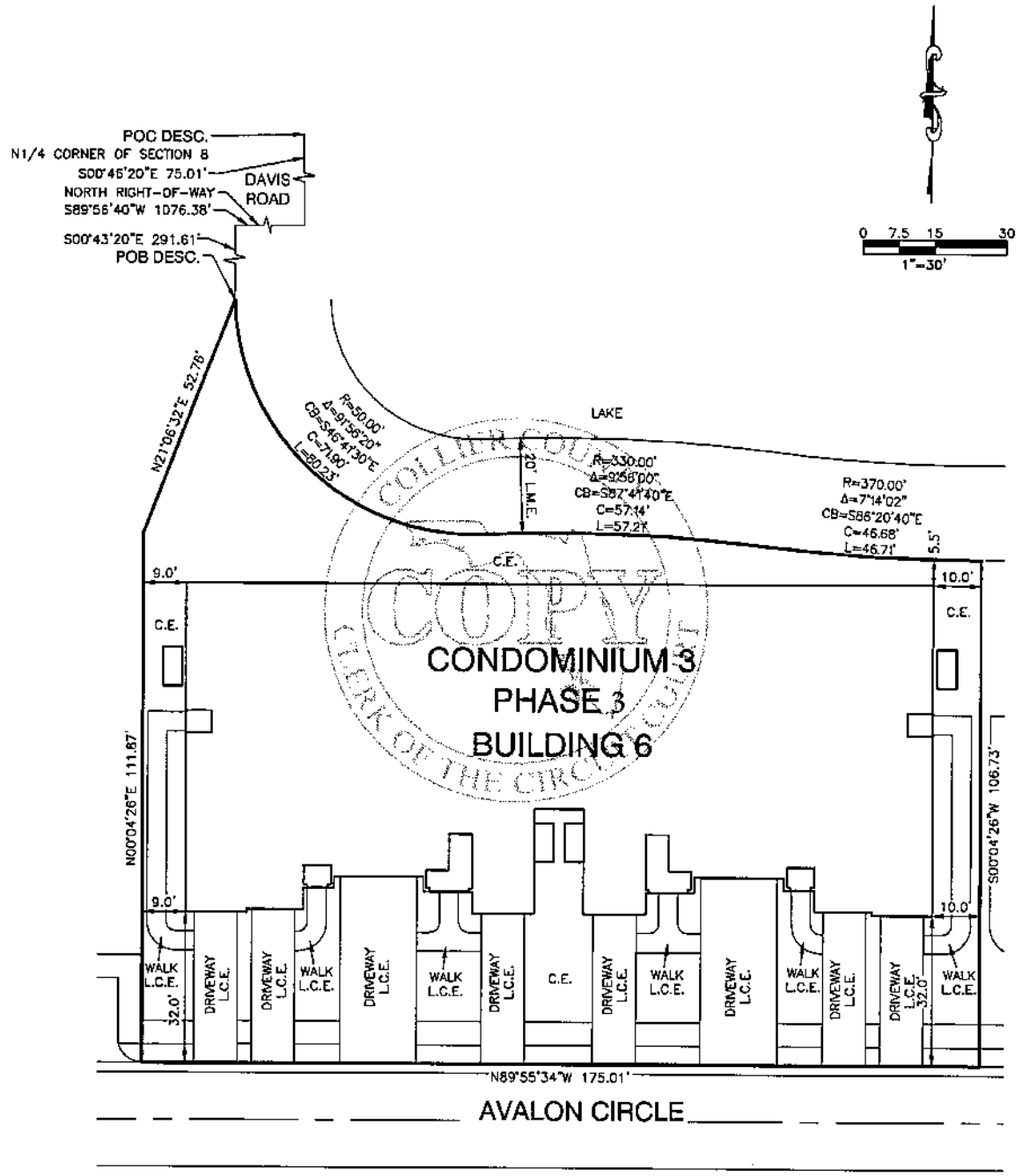
Garage	
Covered E	
Total Area	

EXHIBIT "B-III"



COPY
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

November 2, 2017 2:13 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP3.dwg

DATE: 11/2/17	SEC: 8 TWP: 50 RGE: 26	SCALE: 1" = 30'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP3	TITLE: PHASE 3 SITE PLAN – BUILDING 6	
SHEET NUMBER: 1 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: TJD		
CHECKED: MAW		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-III"

PHASE 3 - BUILDING 6
DESCRIPTION

A TRACT OR PARCEL OF LAND, LYING IN SECTION 8, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 8, THENCE S.00°46'20"E. ON THE NORTH–SOUTH QUARTER SECTION LINE FOR 75.01 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT–OF–WAY LINE OF DAVIS ROAD (STATE ROAD 84);

THENCE S.89°56'40"W. ON SAID SOUTH RIGHT–OF–WAY LINE FOR 1,076.38 FEET;

THENCE S.00°43'20"E., DEPARTING SAID SOUTH RIGHT–OF–WAY LINE FOR 291.61 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTHEASTERLY 80.23 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 91°56'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.46°41'30"E. FOR 71.90 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY 57.21 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 09°56'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.87°41'40"E. FOR 57.14 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY 46.71 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET THROUGH A CENTRAL ANGLE OF 07°14'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.86°20'40"E. FOR 46.68 FEET;

THENCE S.00°04'26"W., FOR 106.73 FEET;

THENCE N.89°55'34"W., FOR 175.01 FEET;

THENCE N.00°04'26"E., FOR 111.87 FEET;

THENCE N.21°06'32"E., FOR 52.76 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 20,368 SQUARE FEET OR 0.47 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NSRS 2011) WHEREIN THE NORTH–SOUTH QUARTER SECTION OF LINE OF SAID SECTION 8 BEARS S.00°46'20"E.

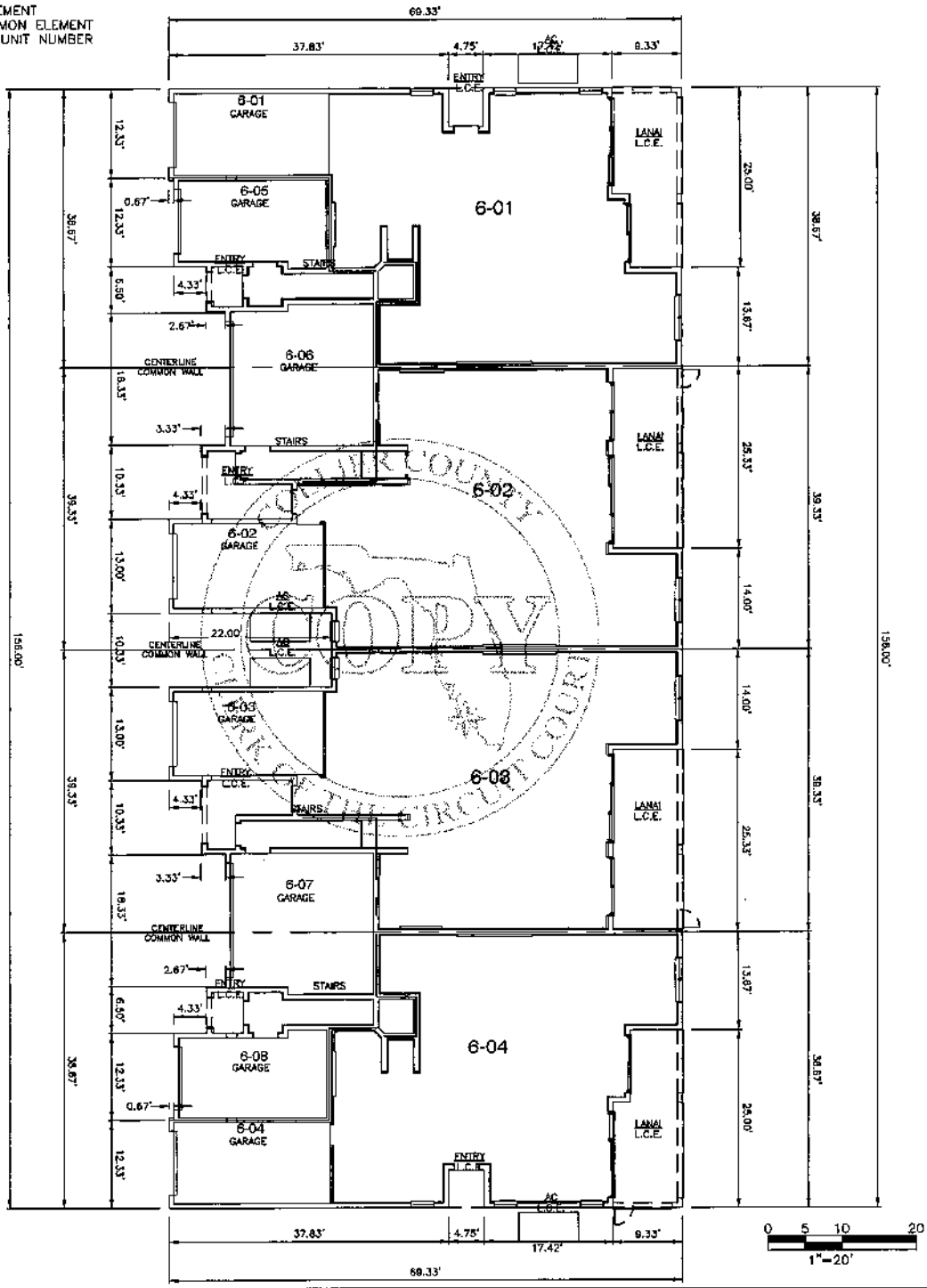
November 2, 2017 2:13 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP3.dwg

DATE: 11/2/17 PROJECT NO.: 140013.01.04 FILE NAME.: 001 CD3SP3 SHEET NUMBER 2 OF 9 DRAWN: TJD CHECKED: MAW	SEC: 8 TWP: 50 RGE: 26	SCALE: N/A	RWA ENGINEERING 6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 LB No.: 6952
	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: PHASE 3 DESCRIPTION – BUILDING 6 CLIENT: AVALON OF NAPLES, LLC		

EXHIBIT "B-III"

LEGEND

C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
6 = BUILDING – UNIT NUMBER

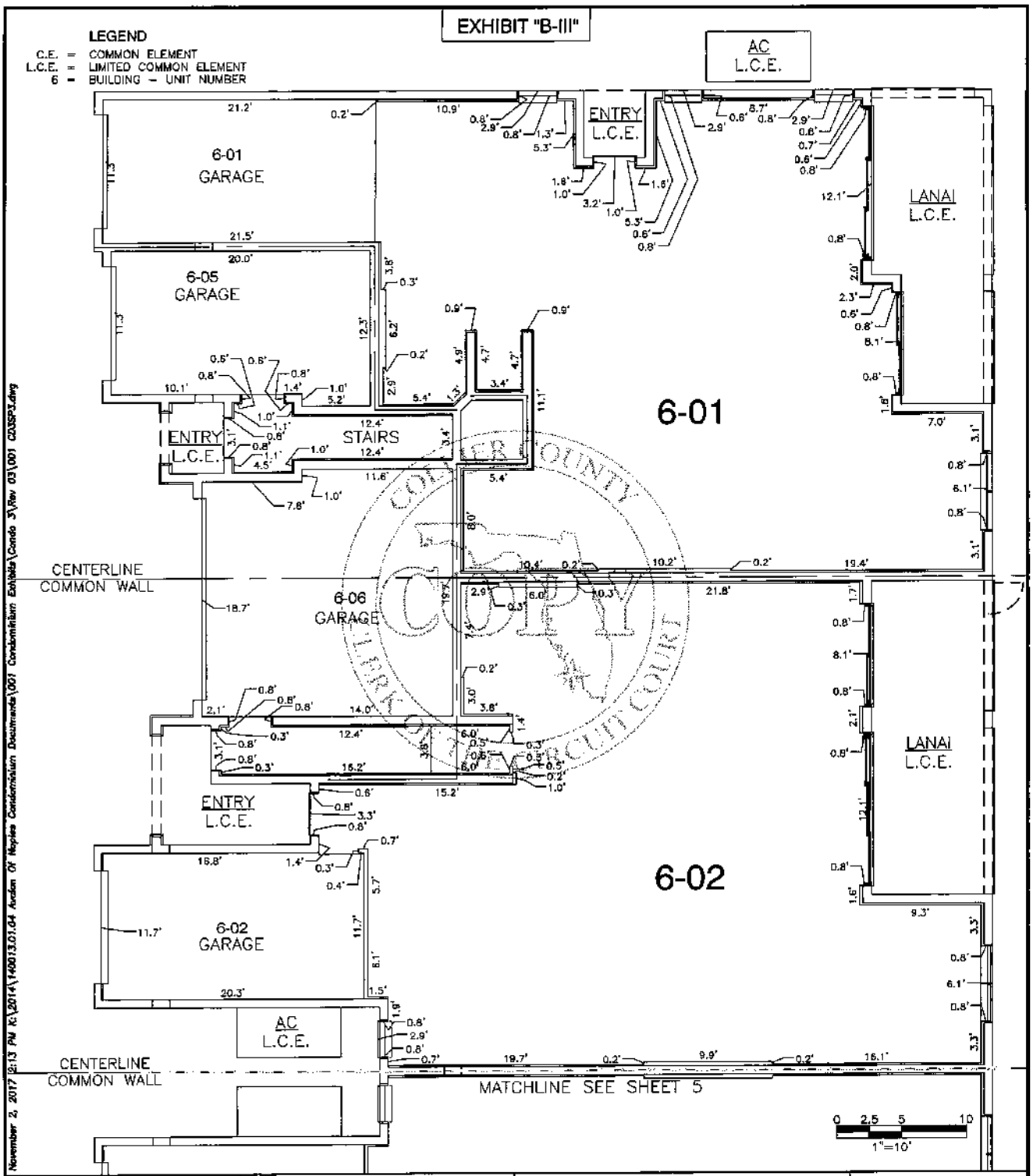


COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

November 2, 2017 2:13 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP3.dwg

DATE: 11/2/17 PROJECT NO.: 140013.01.04 FILE NAME.:001 CD3SP3 SHEET NUMBER: 3 OF 9 DRAWN: JMP CHECKED: TJD	SEC: 8 TWP: 50S RGE: 26E PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: EXTERIOR DIMENSIONS – FIRST FLOOR CLIENT: AVALON OF NAPLES, LLC	SCALE: 1" = 20'

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



DATE: 11/2/17
PROJECT NO.: 140013.01.04
FILE NAME.: 001 CD3SP3
SHEET NUMBER: 4 OF 9
DRAWN: JMP
CHECKED: TJD

SEC: 8 TWP: 50S RGE: 26E

SCALE: 1" = 10'

PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM
TITLE: INTERIOR DIMENSIONS – FIRST FLOOR & 6–2
CLIENT: AVALON OF NAPLES, LLC

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6852

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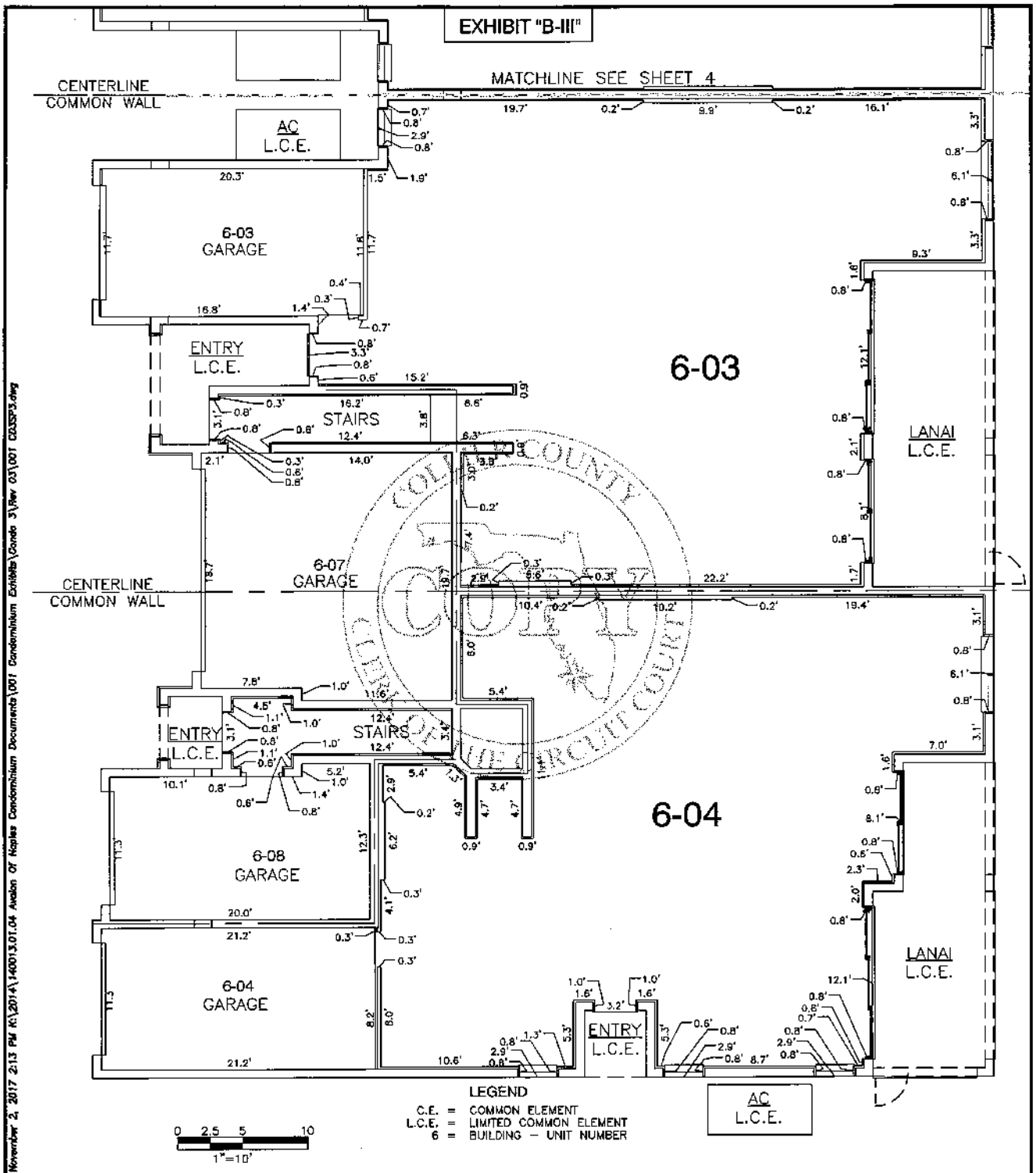
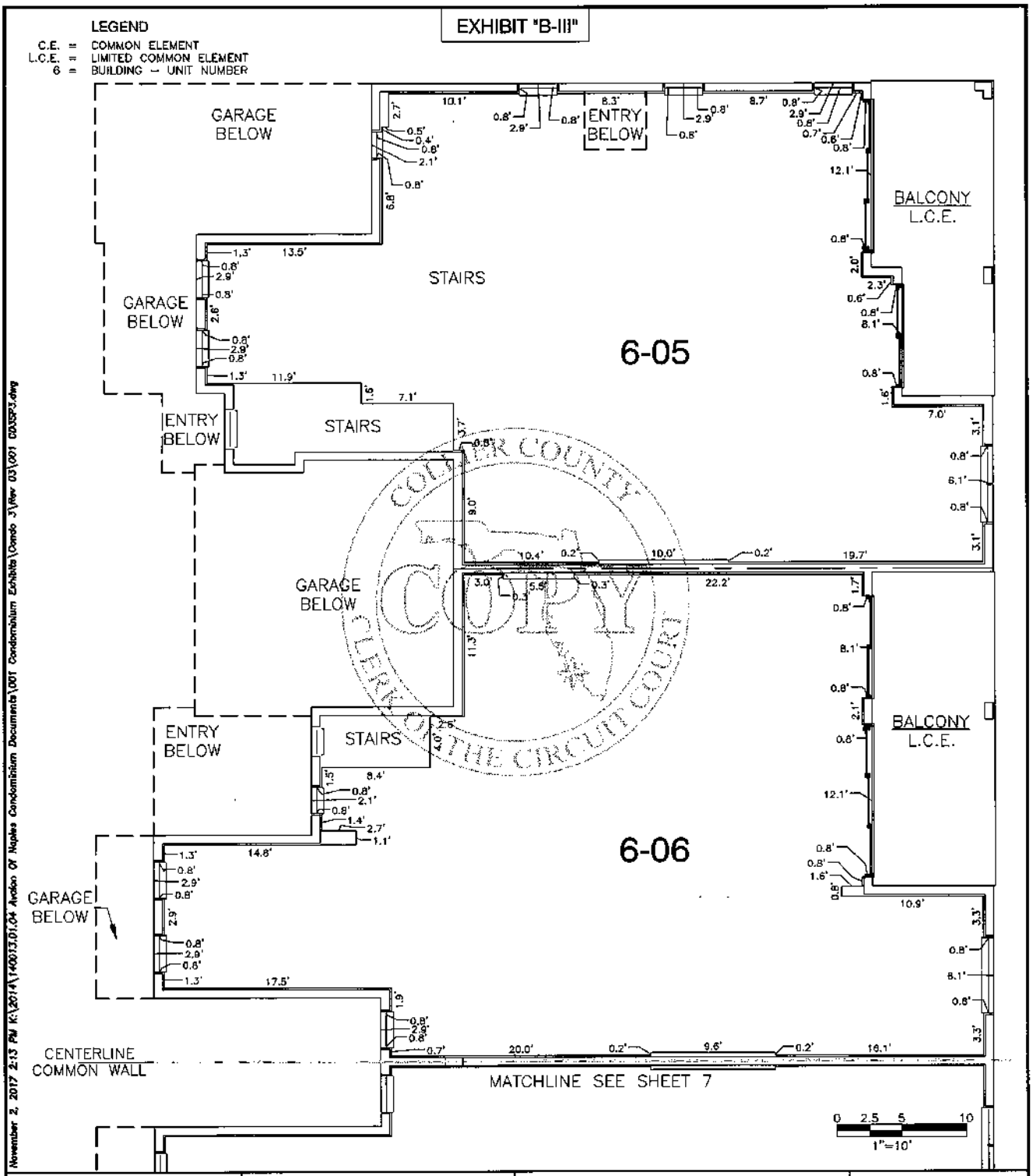


November 2, 2017 2:13 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP3.dwg

DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP3	TITLE: INTERIOR DIMENSIONS – FIRST FLOOR 6–3 & 6–4	
SHEET NUMBER: 5 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0576
LB No.: 5952



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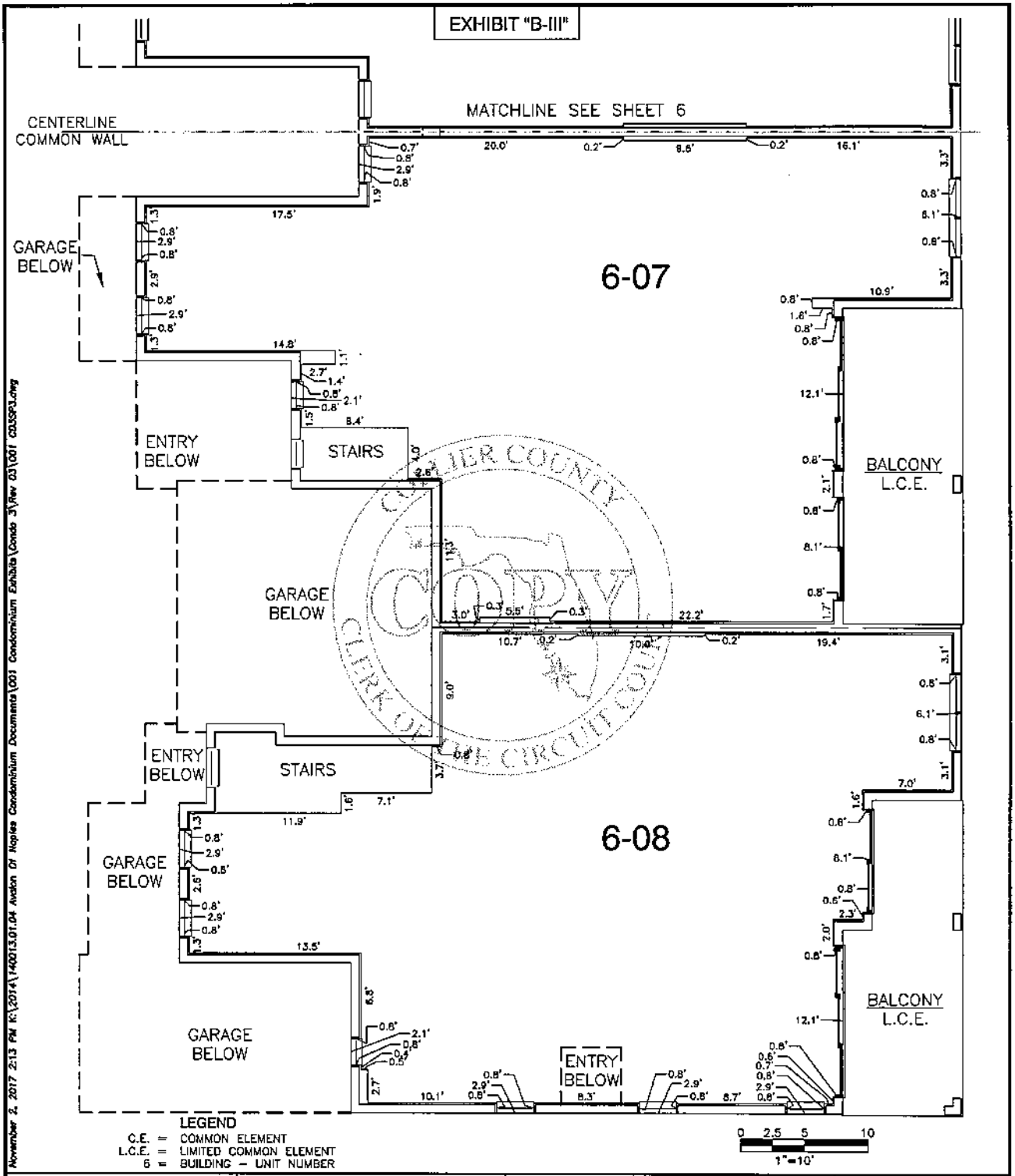
DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP3	TITLE: INTERIOR DIMENSIONS – SECOND FLOOR 6–5 & 6–6	
SHEET NUMBER: 6 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
8810 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



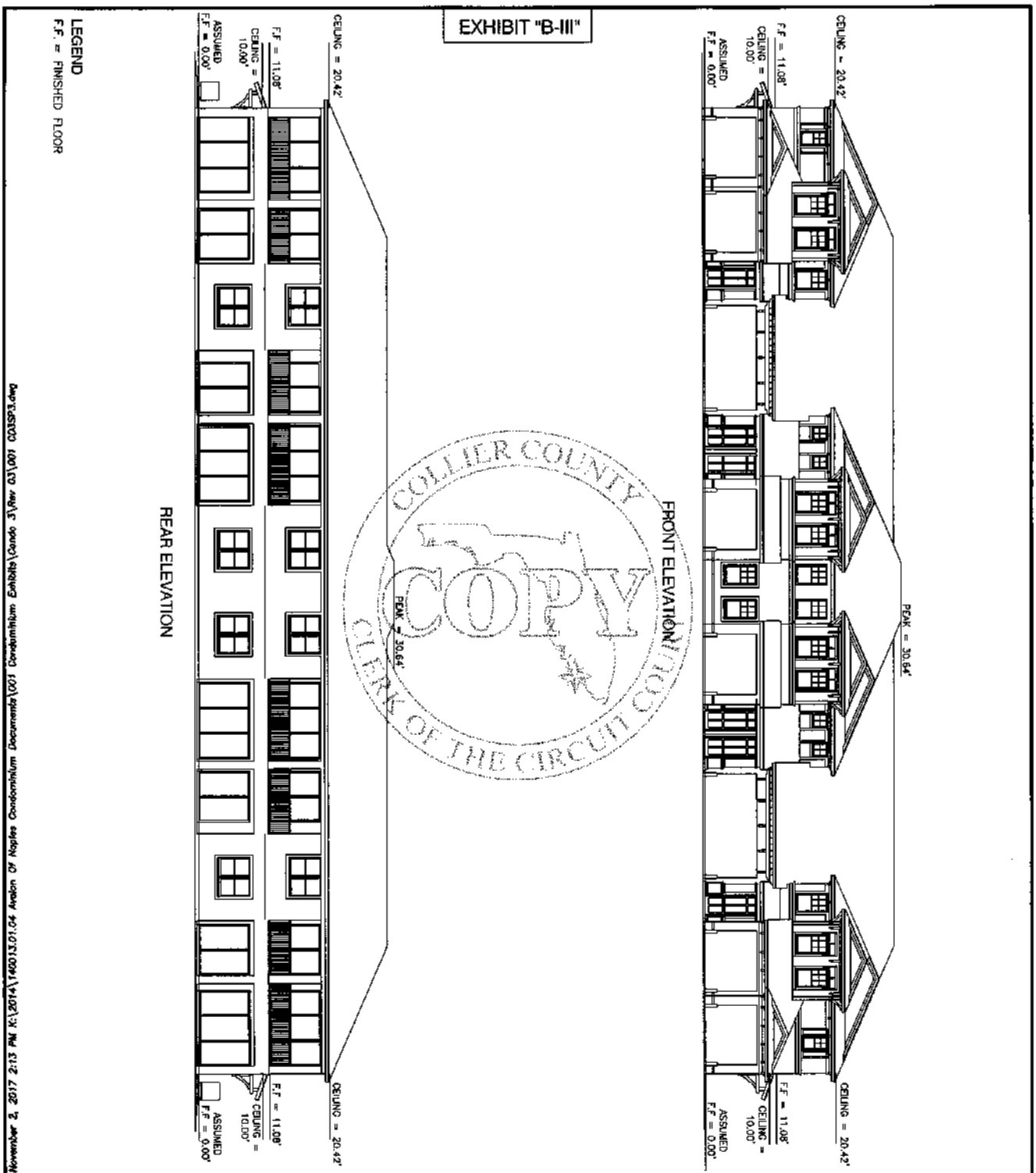
DATE: 11/2/17
PROJECT NO.140016.01.04
FILE NAME.:001 CD3SP3
SHEET NUMBER:7 OF 9
DRAWN: JMP
CHECKED: TJD

SEC:8 TWP: 50s RGE: 26e SCALE: 1" = 10'

PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM
TITLE: INTERIOR DIMENSIONS - SECOND FLOOR 6-7 & 6-8
CLIENT: AVALON OF NAPLES, LLC

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-III"



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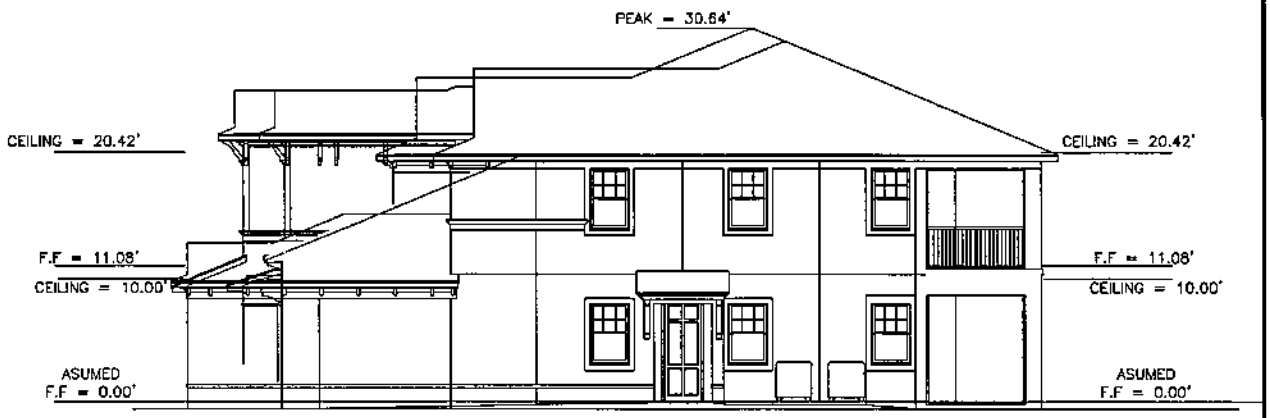
CLERK OF THE CIRCUIT COURT

DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP3		
SHEET NUMBER: 8 OF 9	TITLE: ELEVATIONS FRONT AND REAR	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
8610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-III"



RIGHT ELEVATION

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



LEFT ELEVATION

LEGEND
F.F. = FINISHED FLOOR

DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP3		
SHEET NUMBER: 9 OF 9	TITLE: ELEVATIONS RIGHT AND LEFT	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

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6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0576
LB No.: 6952

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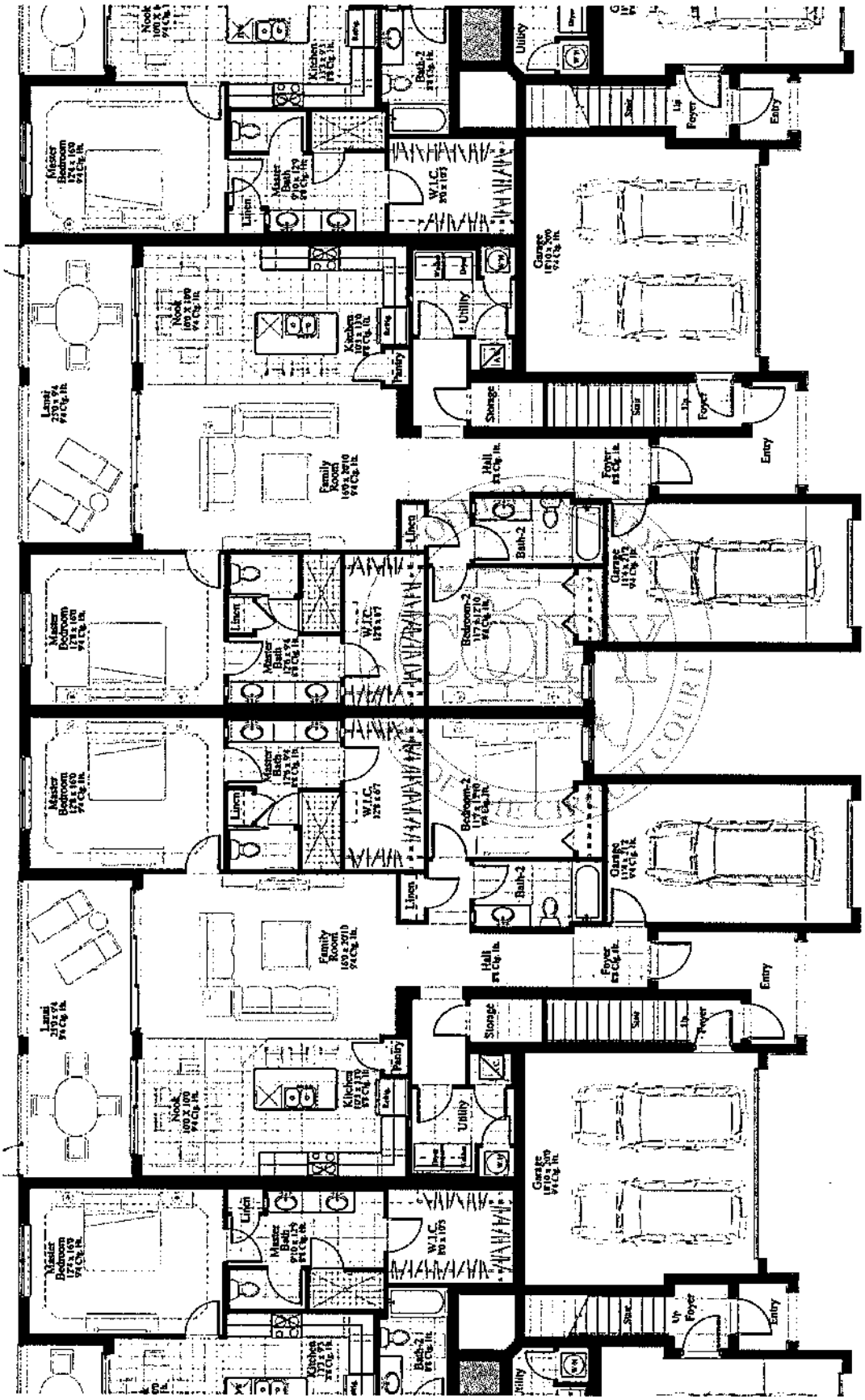
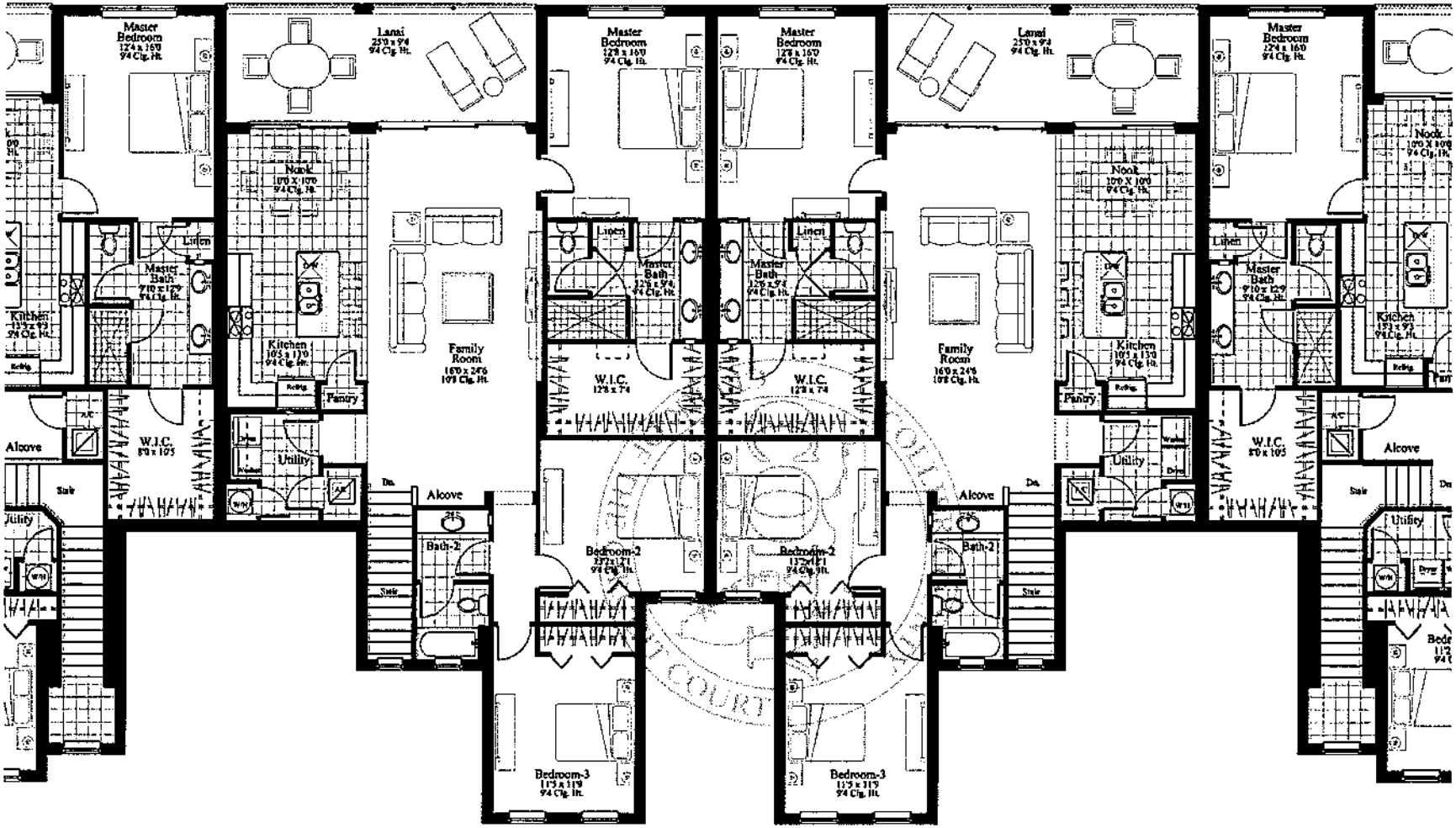

Kendal
Living Area 1467 S.F.
Lanai 232 S.F.
Garage 236 S.F.
Covered Entry 58 S.F.
Total Area 1993 S.F.
Kendal
Living Area 1467 S.F.
Lanai 232 S.F.
Garage 236 S.F.
Covered Entry 58 S.F.
Total Area 1993 S.F.



660 S.F.	
207 S.F.	
231 S.F.	
26 S.F.	
124 S.F.	

Whitehaven

Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

Whitehaven

Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

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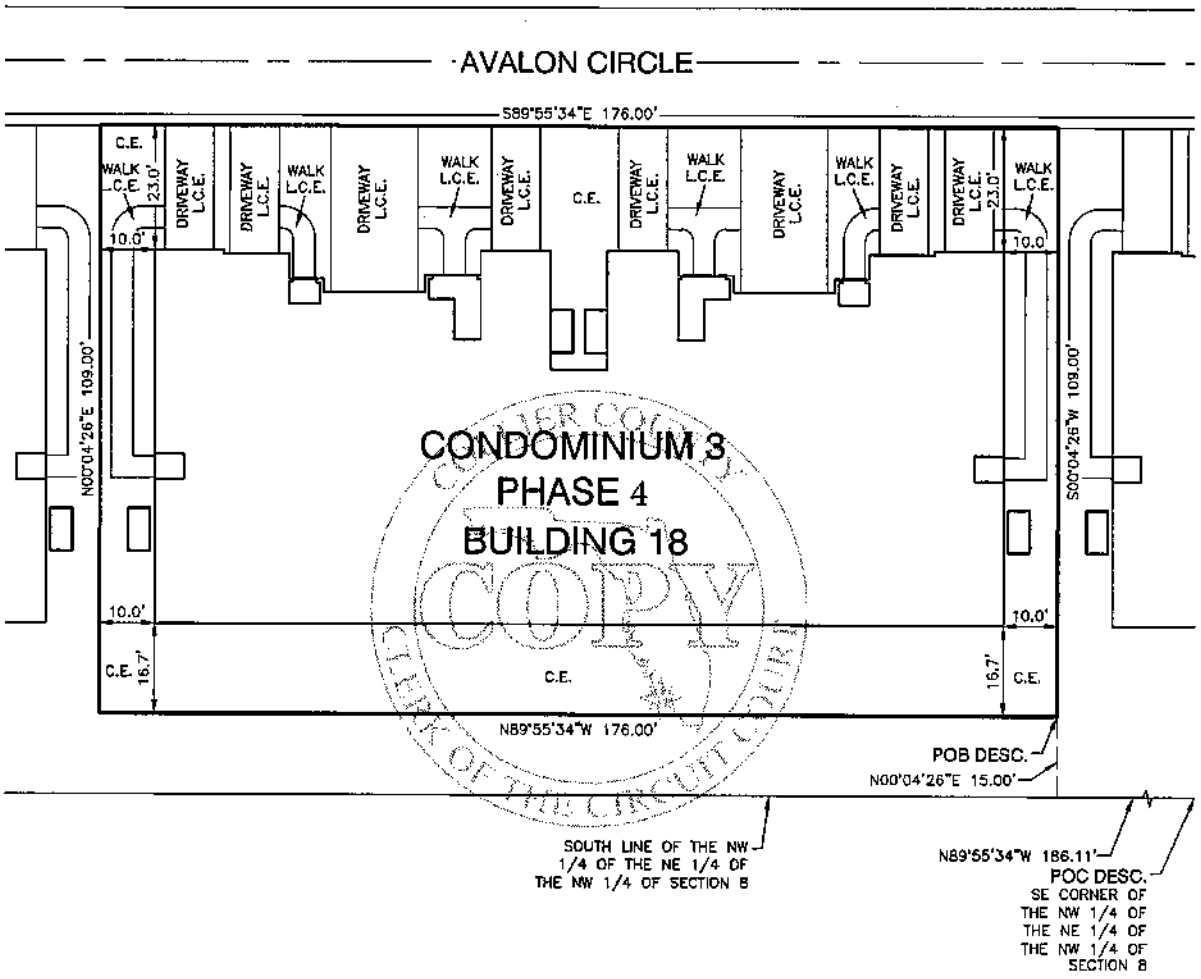
Living Are	
Lanai	
Garage	
Covered E	
Total Area	

EXHIBIT "B-IV"



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DATE: 11/2/17 PROJECT NO.: 140013.01.04 FILE NAME.:001 CD3SP4 SHEET NUMBER:1 OF 9 DRAWN: TJD CHECKED: MAW	SEC: 8 TWP: 50 RGE: 26	SCALE: 1" = 30'
	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: PHASE 4 SITE PLAN – BUILDING 18 CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-IV"

PHASE 4 - BUILDING 18
DESCRIPTION

A TRACT OR PARCEL OF LAND, LYING IN SECTION 8, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 THENCE N.89°55'34"W., ON THE SOUTH LINE OF SAID FRACTION FOR 186.11 FEET;

THENCE S.00°04'26"W., DEPARTING SAID SOUTH LINE FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE N.89°55'34"W., FOR 176.00 FEET;

THENCE N.00°04'26"E., DEPARTING SAID SOUTH LINE FOR 109.00 FEET;

THENCE S.89°55'34"E., FOR 176.00 FEET;

THENCE S.00°04'26"W., FOR 109.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 19,184 SQUARE FEET OR 0.44 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NSRS 2011) WHEREIN THE NORTH-SOUTH QUARTER SECTION OF LINE OF SAID SECTION 8 BEARS S.00°46'20"E.

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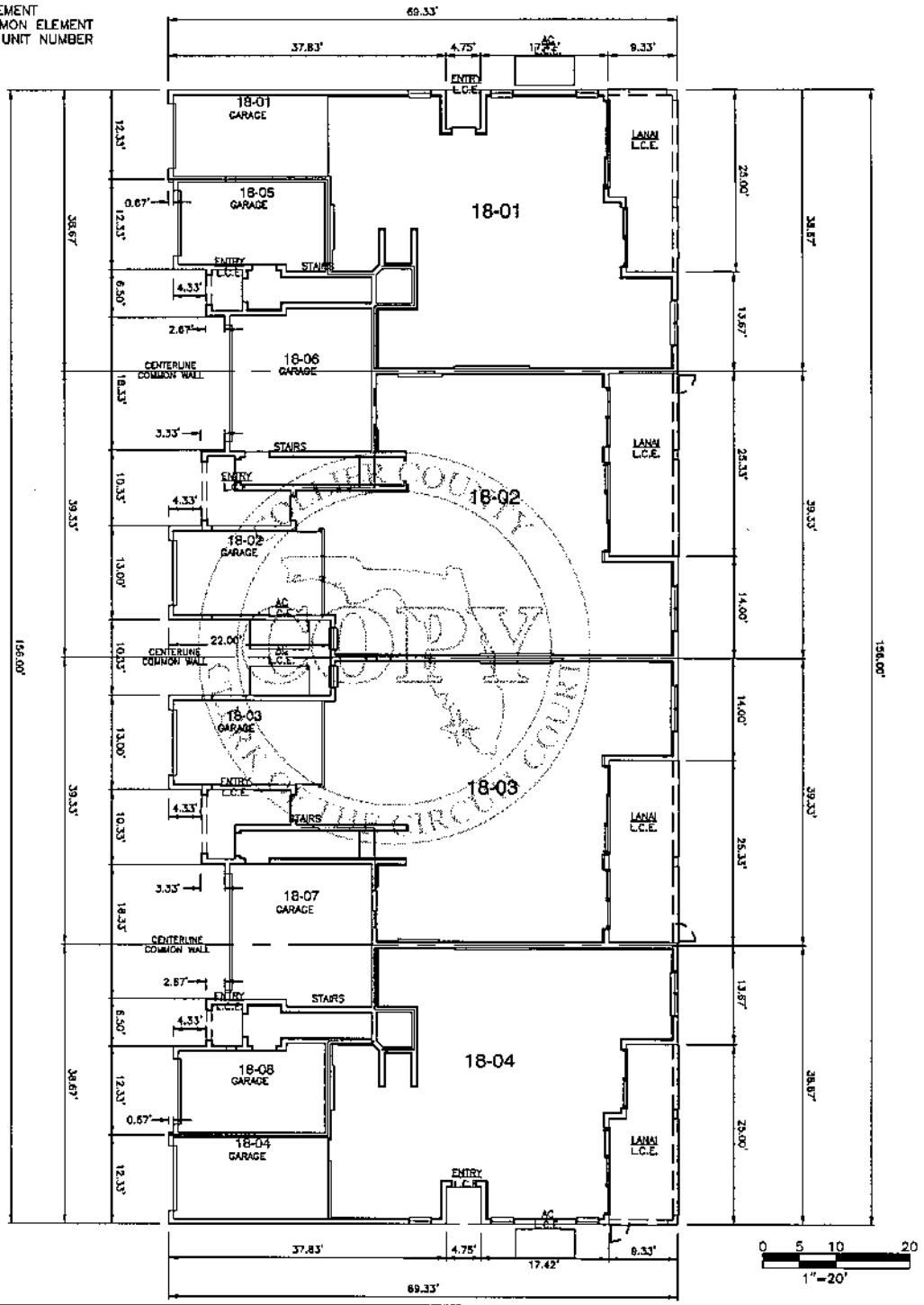
DATE: 11/2/17 PROJECT NO.: 140013.01.04 FILE NAME.: 001 CD3SP4 SHEET NUMBER: 2 OF 9 DRAWN: TJD CHECKED: MAW	SEC: 8 TWP: 50 RGE: 26	SCALE: N/A
	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: PHASE 4 DESCRIPTION – BUILDING 18 CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 8952

EXHIBIT "B-IV"

LEGEND
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
1B = BUILDING – UNIT NUMBER



DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 20'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP4		
SHEET NUMBER: 3 OF 9	TITLE: EXTERIOR DIMENSIONS – FIRST FLOOR	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

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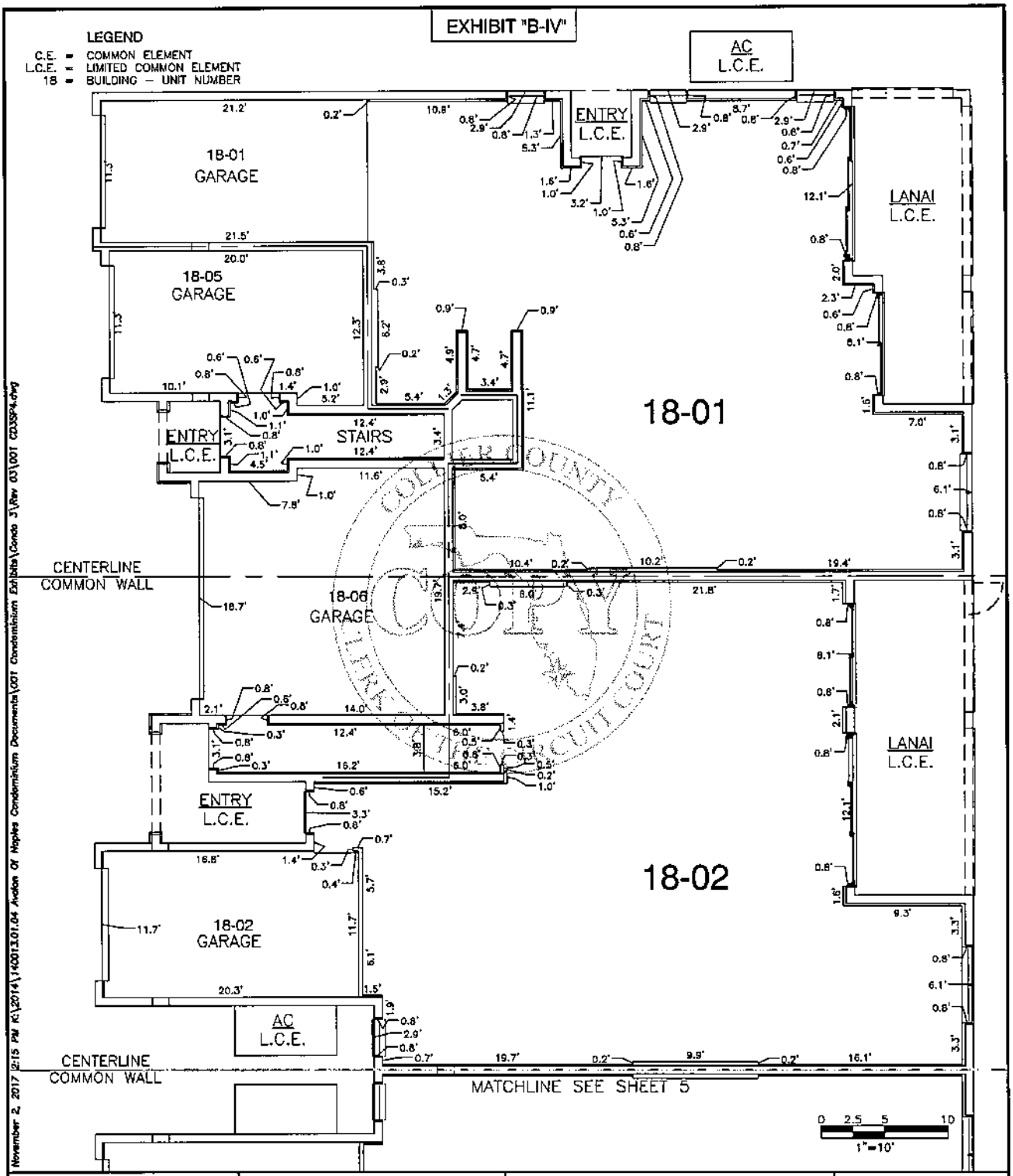

DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME: 001 CD3SP4	TITLE: INTERIOR DIMENSIONS – FIRST FLOOR 18–1 & 18–2	
SHEET NUMBER: 4 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

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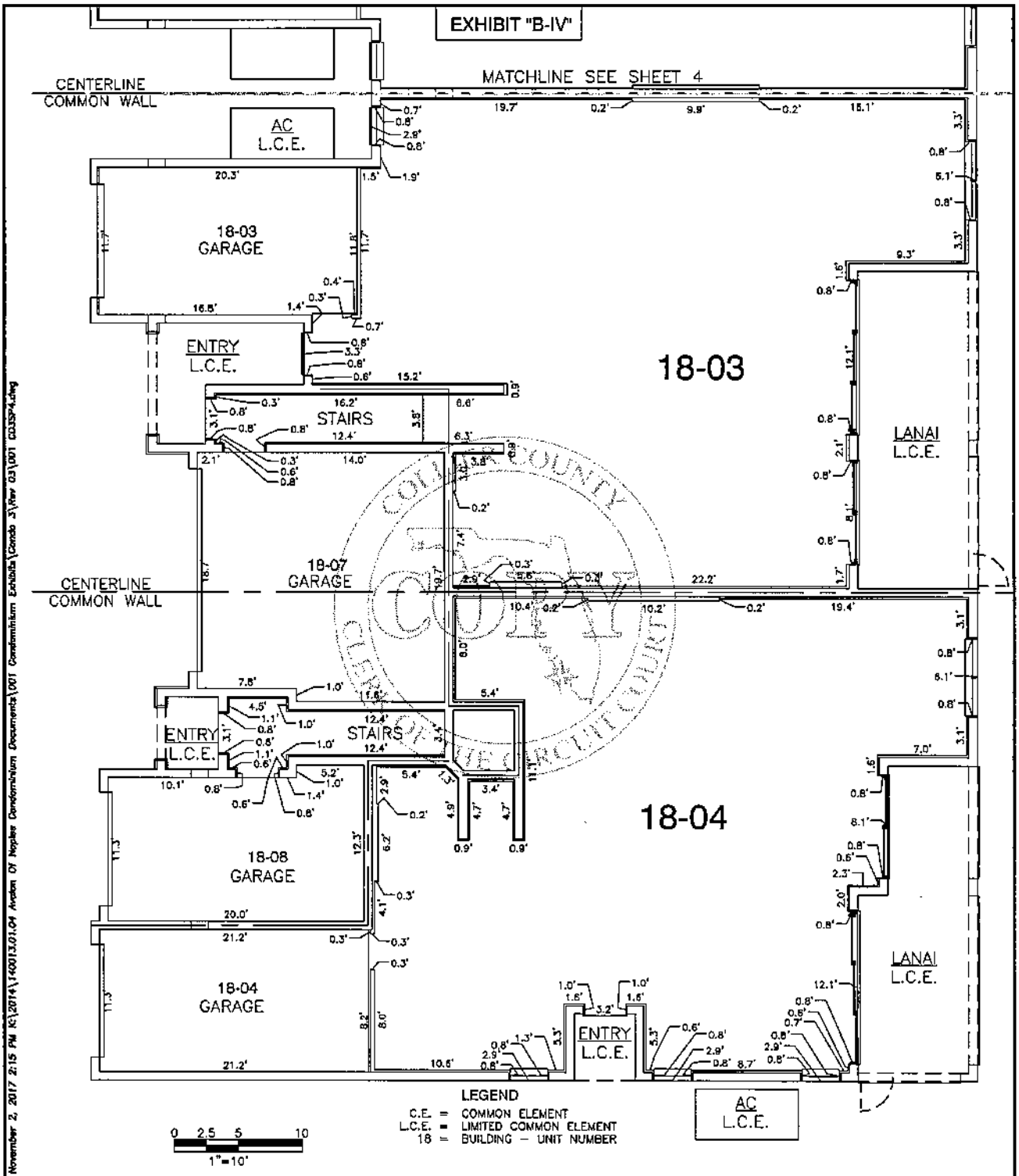
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



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DATE: 11/2/17	SEC:8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME: 001 CD3SP4	TITLE: INTERIOR DIMENSIONS – FIRST FLOOR 18–3 & 18–4	
SHEET NUMBER: 5 OF 9		
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

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Naples, Florida 34109
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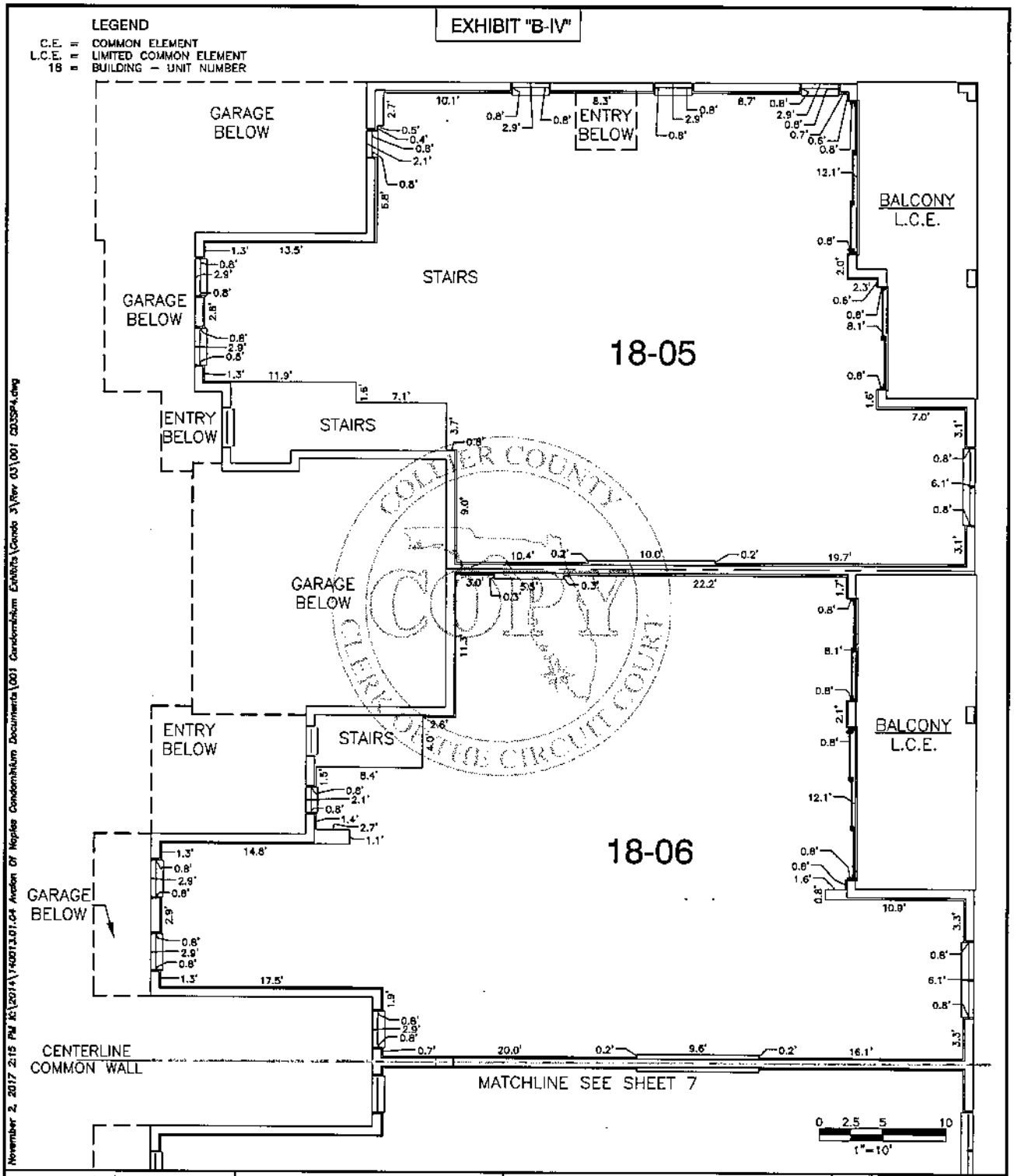
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-IV"

LEGEND
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
18 = BUILDING – UNIT NUMBER



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DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP4	TITLE: INTERIOR DIMENSIONS – SECOND FLOOR 18–5 & 18–6	
SHEET NUMBER: 6 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

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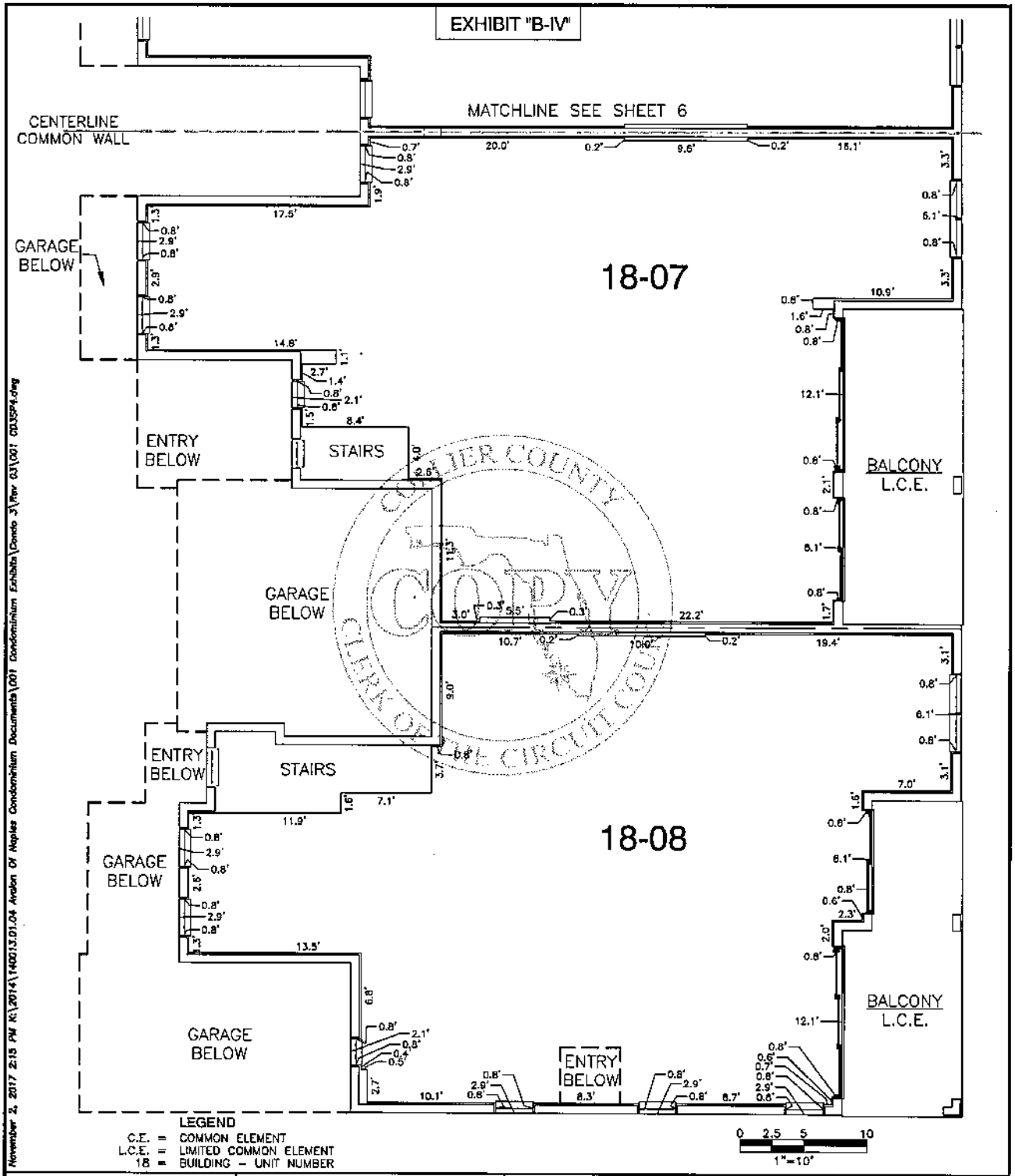
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



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PROJECT NO.140016.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.:001 CD3SP4	TITLE: INTERIOR DIMENSIONS – SECOND FLOOR 18–7 & 18–8	
SHEET NUMBER:7 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
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Phone: (239) 597-0575
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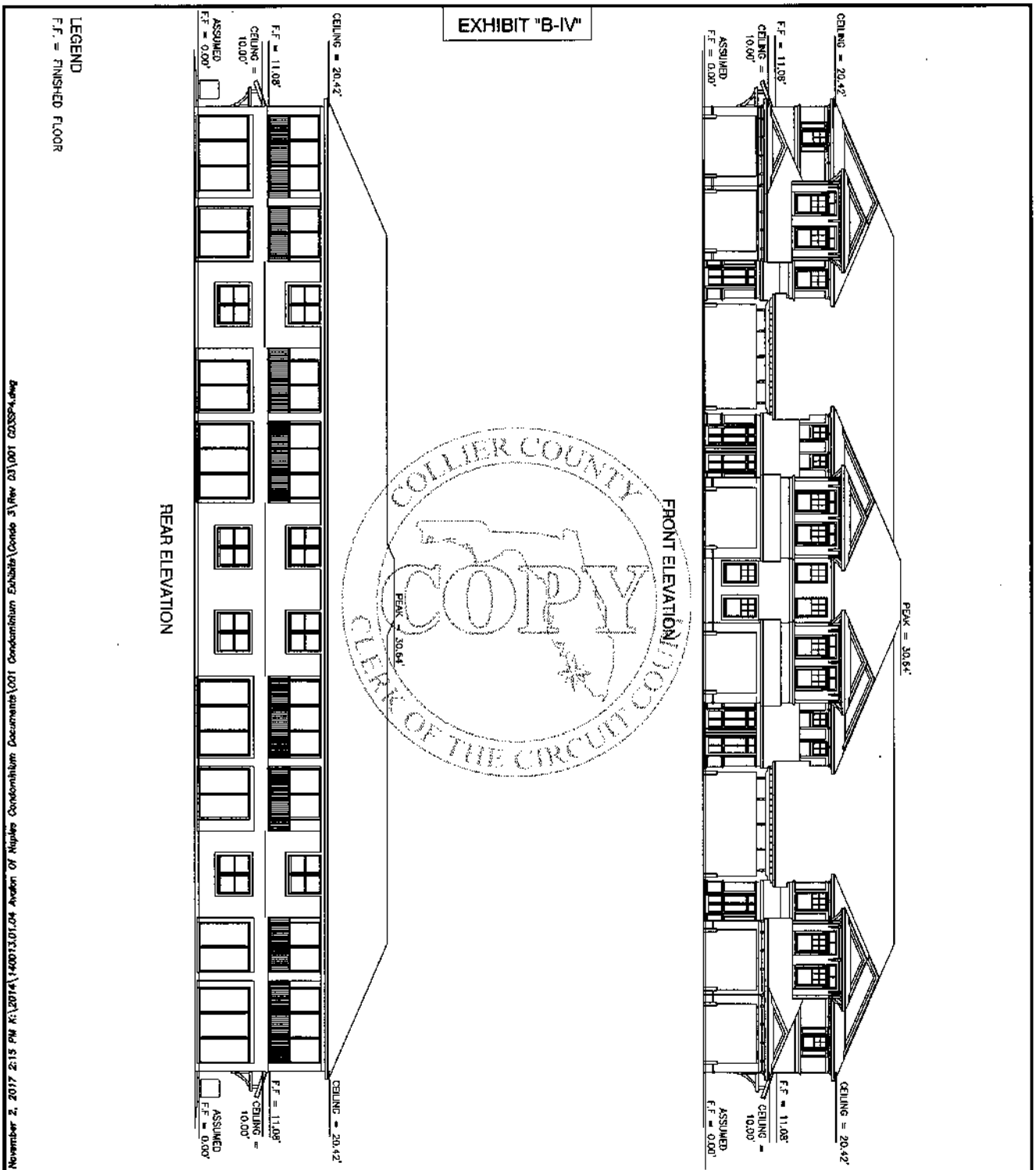
EXHIBIT "B-IV"



COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 C03SP4		
SHEET NUMBER: 8 OF 9	TITLE: ELEVATIONS FRONT AND REAR	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0576
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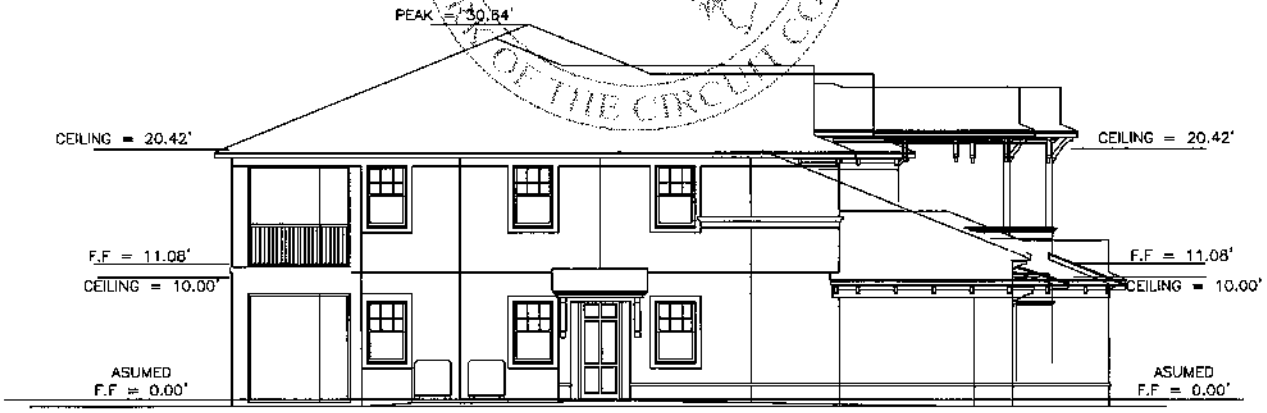
EXHIBIT "B-IV"



RIGHT ELEVATION

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



LEFT ELEVATION

LEGEND
F.F. = FINISHED FLOOR

November 2, 2017 2:15 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP4.dwg

DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP4		
SHEET NUMBER: 9 OF 9	TITLE: ELEVATIONS RIGHT AND LEFT	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

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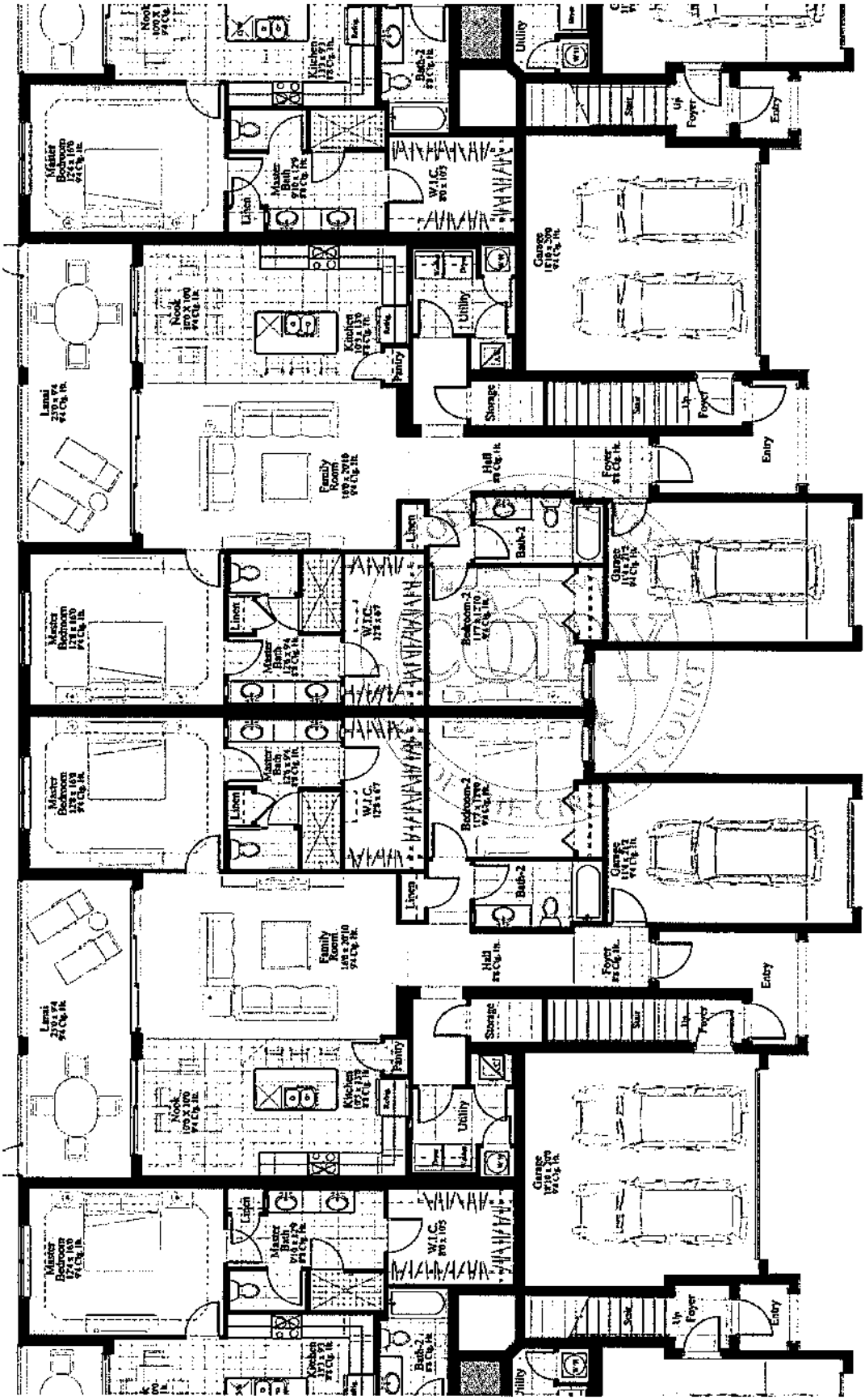
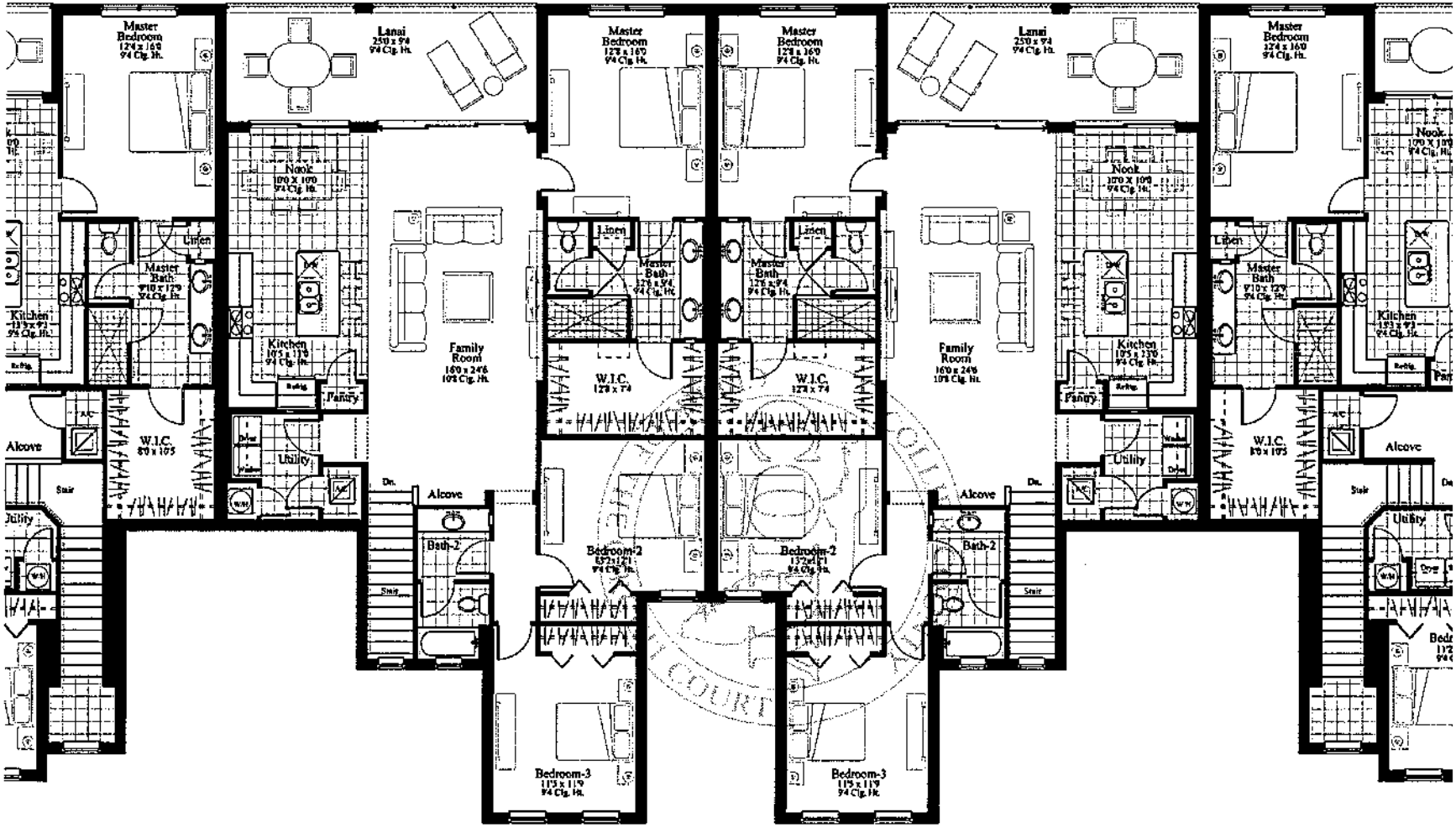
FAX: (239) 597-0578
LB No.: 6952


Kendal
Living Area 1467 S.F.
Lanai 232 S.F.
Garage 236 S.F.
Covered Entry 58 S.F.
Total Area 1993 S.F.
Kendal
Living Area 1467 S.F.
Lanai 232 S.F.
Garage 236 S.F.
Covered Entry 58 S.F.
Total Area 1993 S.F.



660 S.F.	
207 S.F.	
231 S.F.	
26 S.F.	
124 S.F.	

Whitehaven	
Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

Whitehaven	
Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

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Living Are	
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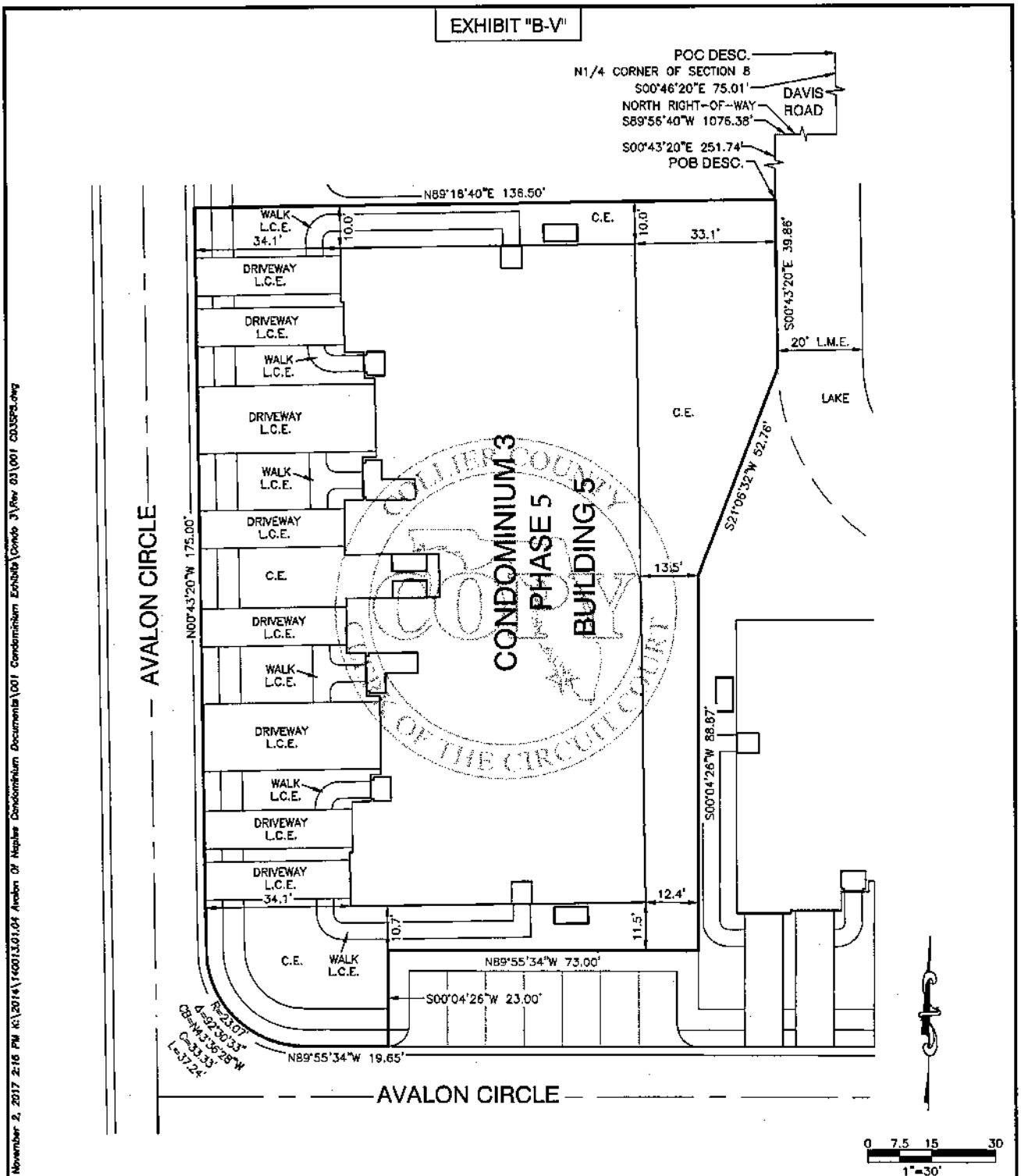
Garage	
Covered E	
Total Area	



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DATE: 11/2/17	SEC: 8 TWP: 50 RGE: 26	SCALE: 1" = 30'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP5	TITLE: PHASE 5 SITE PLAN – BUILDING 5	
SHEET NUMBER: 1 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: TJD		
CHECKED: MAW		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 8952

EXHIBIT "B-V"

PHASE 5 - BUILDING 5 DESCRIPTION

A TRACT OR PARCEL OF LAND, LYING IN SECTION 8, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 8, THENCE S.00°46'20"E. ON THE NORTH-SOUTH QUARTER SECTION LINE FOR 75.01 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF DAVIS ROAD (STATE ROAD 84);

THENCE S.89°56'40"W. ON SAID SOUTH RIGHT-OF-WAY LINE FOR 1,076.38 FEET;

THENCE S.00°43'20"E., DEPARTING SAID SOUTH RIGHT-OF-WAY LINE FOR 251.74 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE S.00°43'20"E., FOR 39.86 FEET;

THENCE S.21°06'32"W., FOR 52.76 FEET;

THENCE S.00°04'26"W., FOR 88.87 FEET;

THENCE N.89°55'34"W., FOR 73.00 FEET;

THENCE S.00°04'26"W., FOR 23.00 FEET;

THENCE N.89°55'34"W., FOR 19.65 FEET TO A POINT ON A CURVE;

THENCE NORTHWESTERLY 37.24 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 23.07 FEET THROUGH A CENTRAL ANGLE OF 92°30'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.43°36'28"W. FOR 33.33 FEET;

THENCE N.00°43'20"W., FOR 175.00 FEET;

THENCE N.89°16'40"E., FOR 136.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 22,754 SQUARE FEET OR 0.52 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NSRS 2011) WHEREIN THE NORTH-SOUTH QUARTER SECTION OF LINE OF SAID SECTION 8 BEARS S.00°46'20"E.

COPY

November 2, 2017 2:18 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP5.dwg

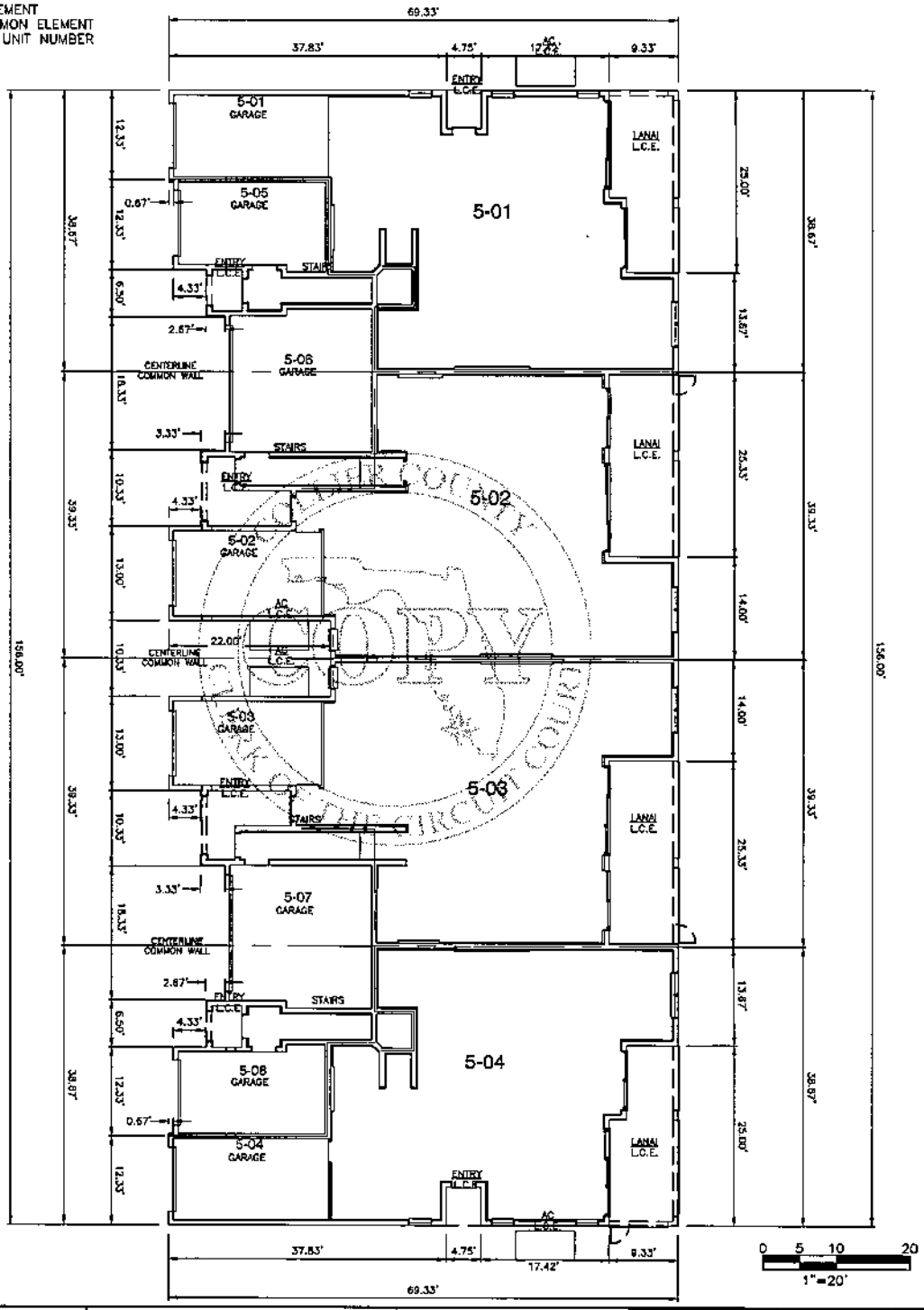
DATE: 11/2/17 PROJECT NO.: 140013.01.04 FILE NAME.: 001 CD3SP5 SHEET NUMBER 2 OF 9 DRAWN: TJD CHECKED: MAW	SEC: 8 TWP: 50 RGE: 26 PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: PHASE 5 DESCRIPTION – BUILDING 5 CLIENT: AVALON OF NAPLES, LLC	SCALE: N/A

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-V"

LEGEND

C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
5 = BUILDING – UNIT NUMBER



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DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 20'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.:001 C03SP5		
SHEET NUMBER: 3 OF 9	TITLE: EXTERIOR DIMENSIONS – FIRST FLOOR	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
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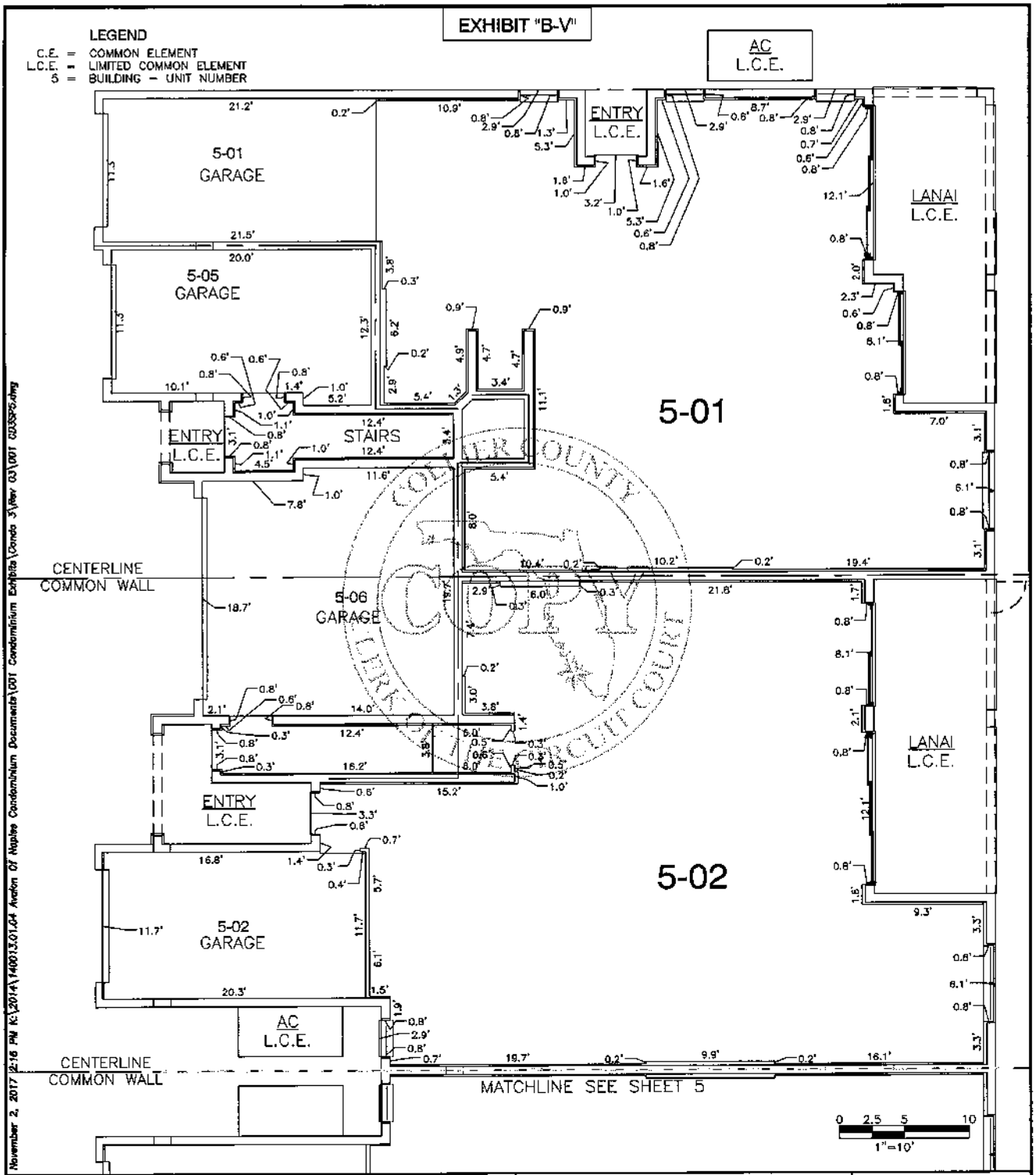
FAX: (239) 597-0578
LB No.: 6952



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FILE NAME.: 001 CD3SP5	TITLE: INTERIOR DIMENSIONS – FIRST FLOOR & 5–2	
SHEET NUMBER: 4 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
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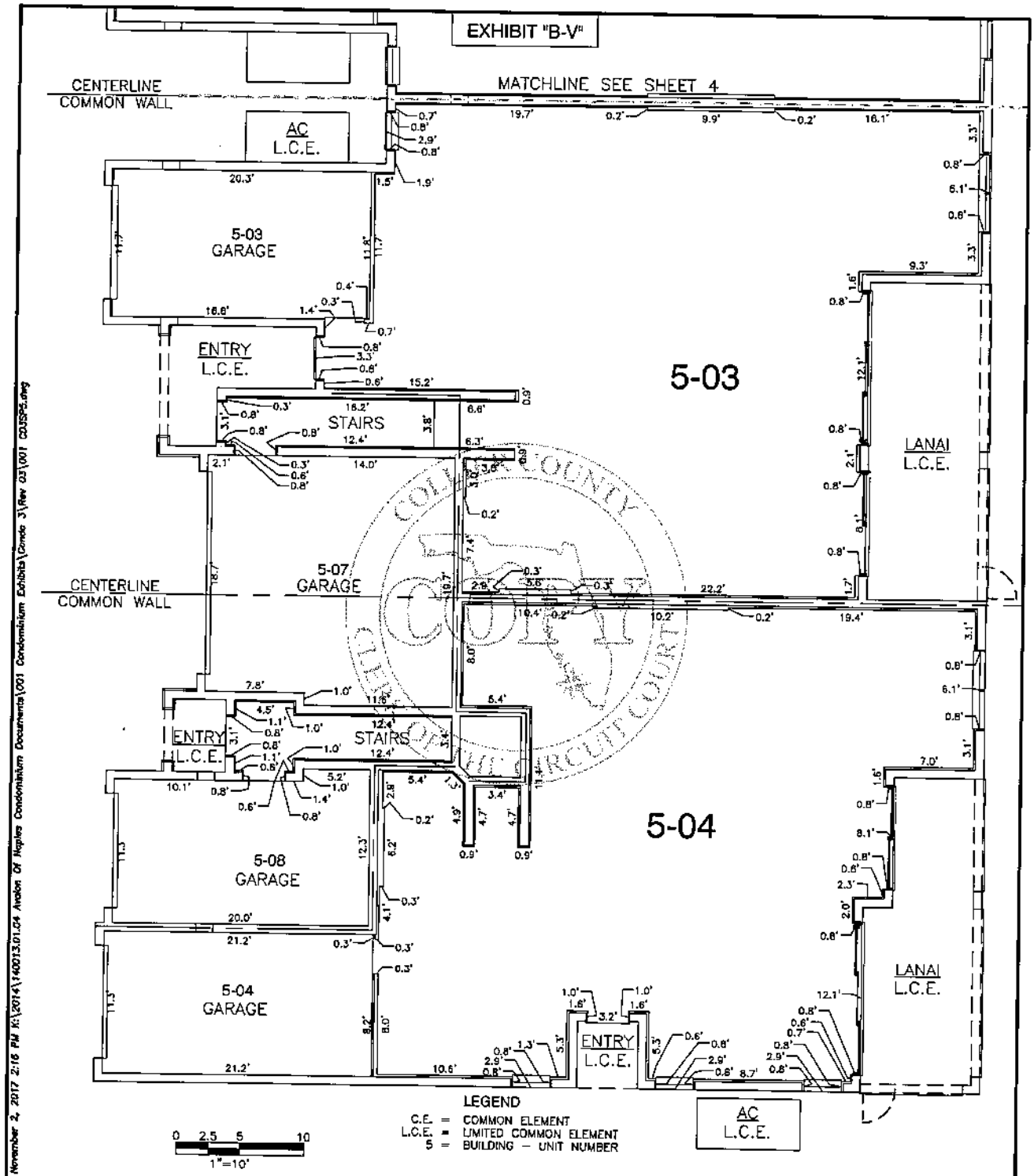
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



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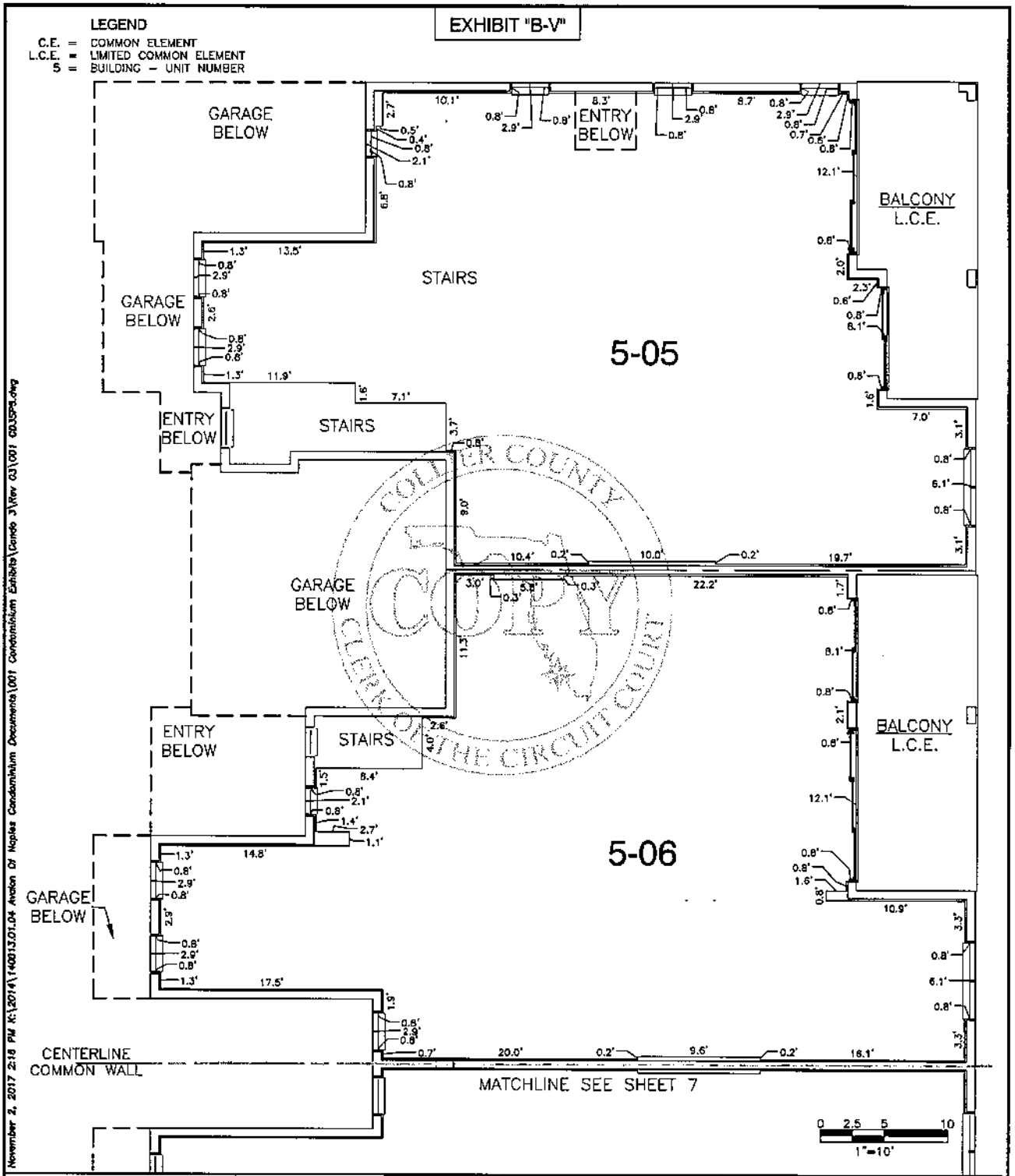
DATE: 11/2/17	SEC:8 TWP: 50S RGE: 26E	SCALE: 1" = 10'	RWA ENGINEERING
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM		6610 Willow Park Drive, Suite 200
FILE NAME.: 001 CD3SP5	TITLE: INTERIOR DIMENSIONS – FIRST FLOOR 5–3 & 5–4		Naples, Florida 34109
SHEET NUMBER: 5 OF 9			Phone: (239) 597-0575
DRAWN: JMP	CLIENT: AVALON OF NAPLES, LLC		FAX: (239) 597-0578
CHECKED: TJD			LB No.: 6952



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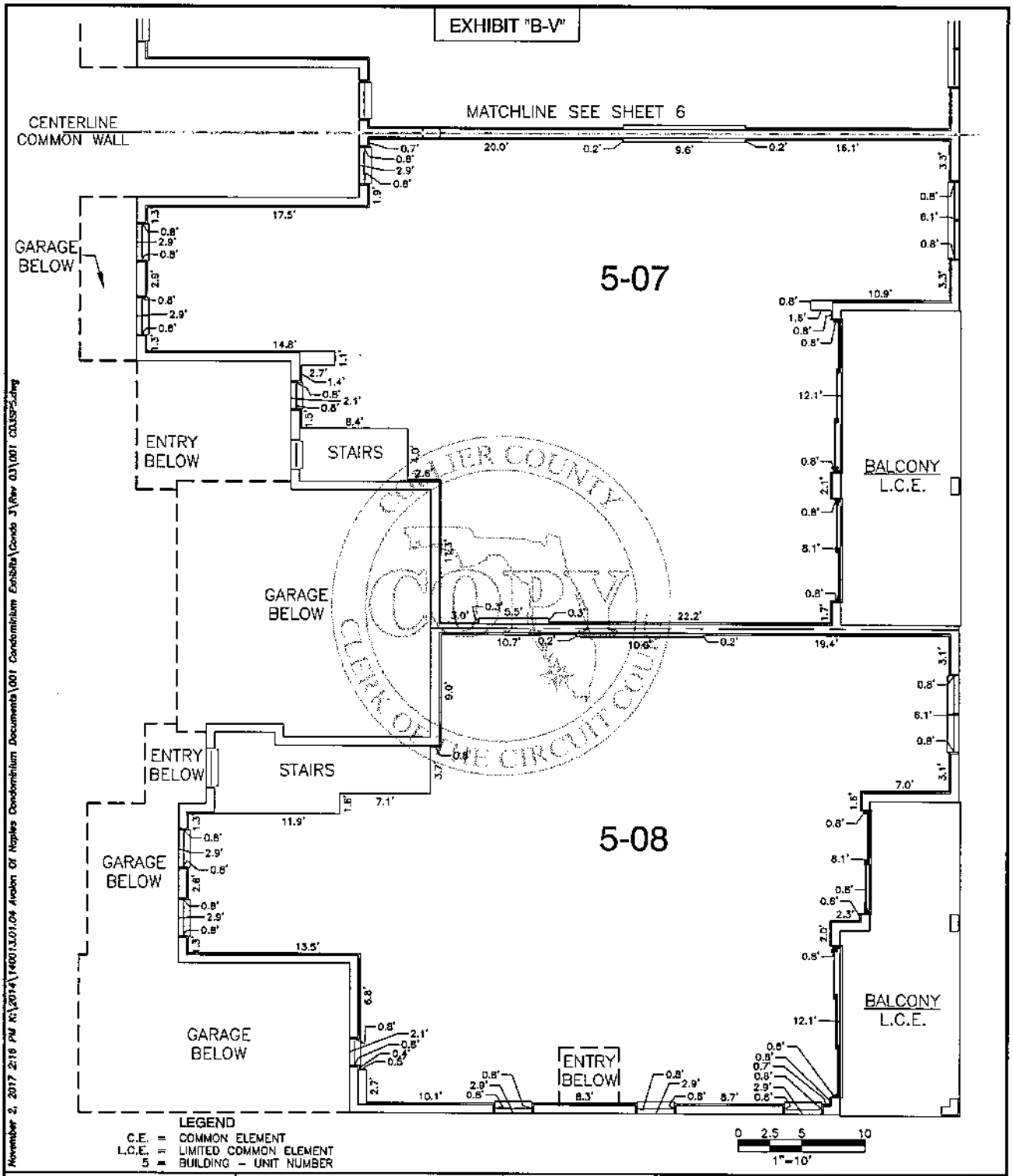
DATE: 11/2/17 PROJECT NO.: 140013.01.04 FILE NAME.: 001 CD3SP5 SHEET NUMBER: 6 OF 9 DRAWN: JMP CHECKED: TJD	SEC: 8 TWP: 50S RGE: 26E PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: INTERIOR DIMENSIONS – SECOND FLOOR 5–5 & 5–6 CLIENT: AVALON OF NAPLES, LLC	SCALE: 1" = 10'

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



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DATE: 11/2/17	SEC:8 TWP: 50s RGE: 26e	SCALE: 1" = 10'
PROJECT NO.140016.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.:001 CD3SP5	TITLE: INTERIOR DIMENSIONS – SECOND FLOOR 5–7 & 5–8	
SHEET NUMBER:7 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

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Naples, Florida 34109
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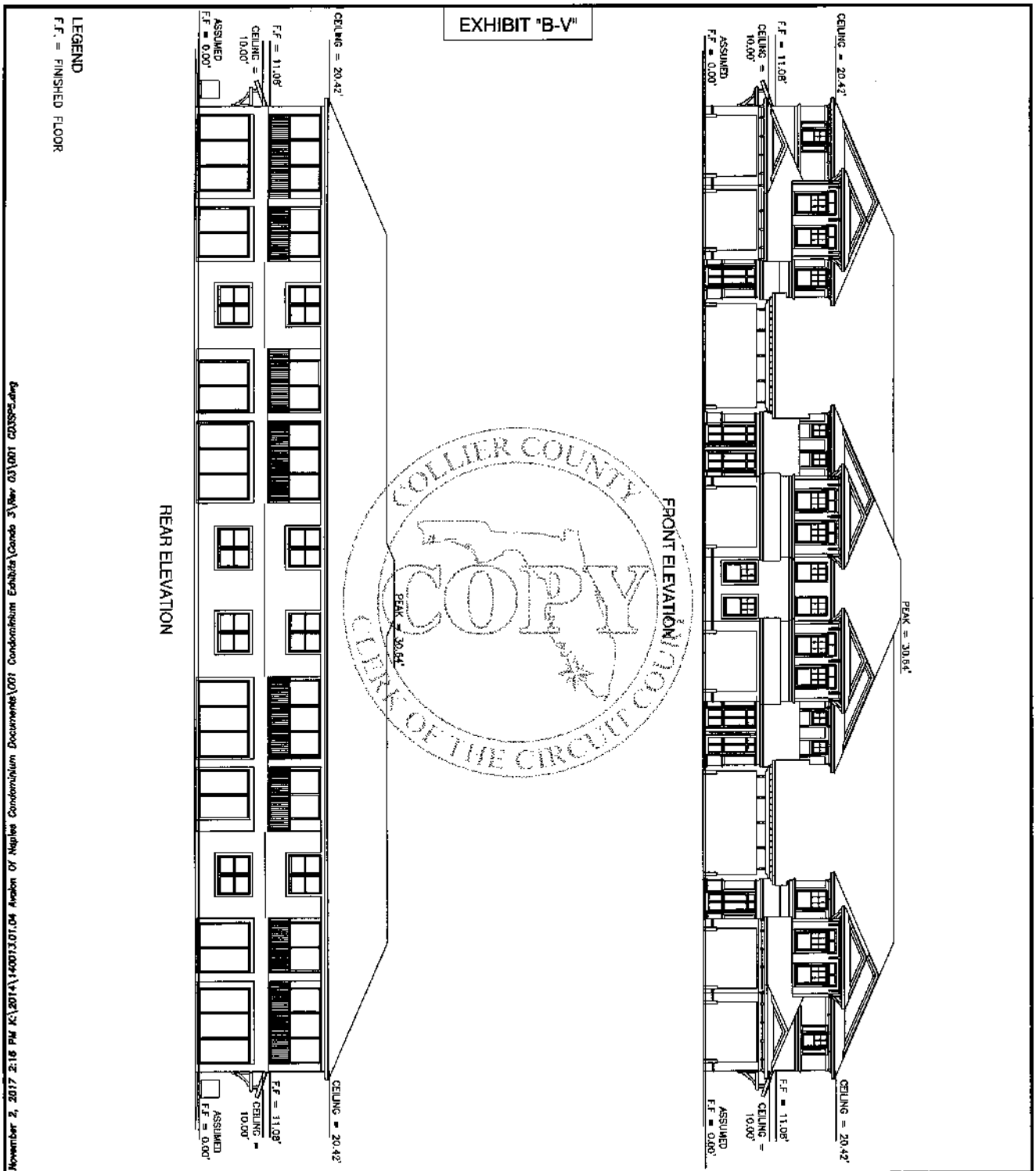
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-V"



COLLIER COUNTY
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CLERK OF THE CIRCUIT COURT

November 2, 2017 2:16 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP5.dwg

DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP5	TITLE: ELEVATIONS FRONT AND REAR	
SHEET NUMBER: 8 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
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FAX: (239) 597-0576
LB No.: 6952

EXHIBIT "B-V"



RIGHT ELEVATION

COLLIER COUNTY
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CLERK OF THE CIRCUIT COURT



LEFT ELEVATION

LEGEND
F.F. = FINISHED FLOOR

DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP5		
SHEET NUMBER: 9 OF 9	TITLE: ELEVATIONS RIGHT AND LEFT	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

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FAX: (239) 597-0578
LB No.: 6952

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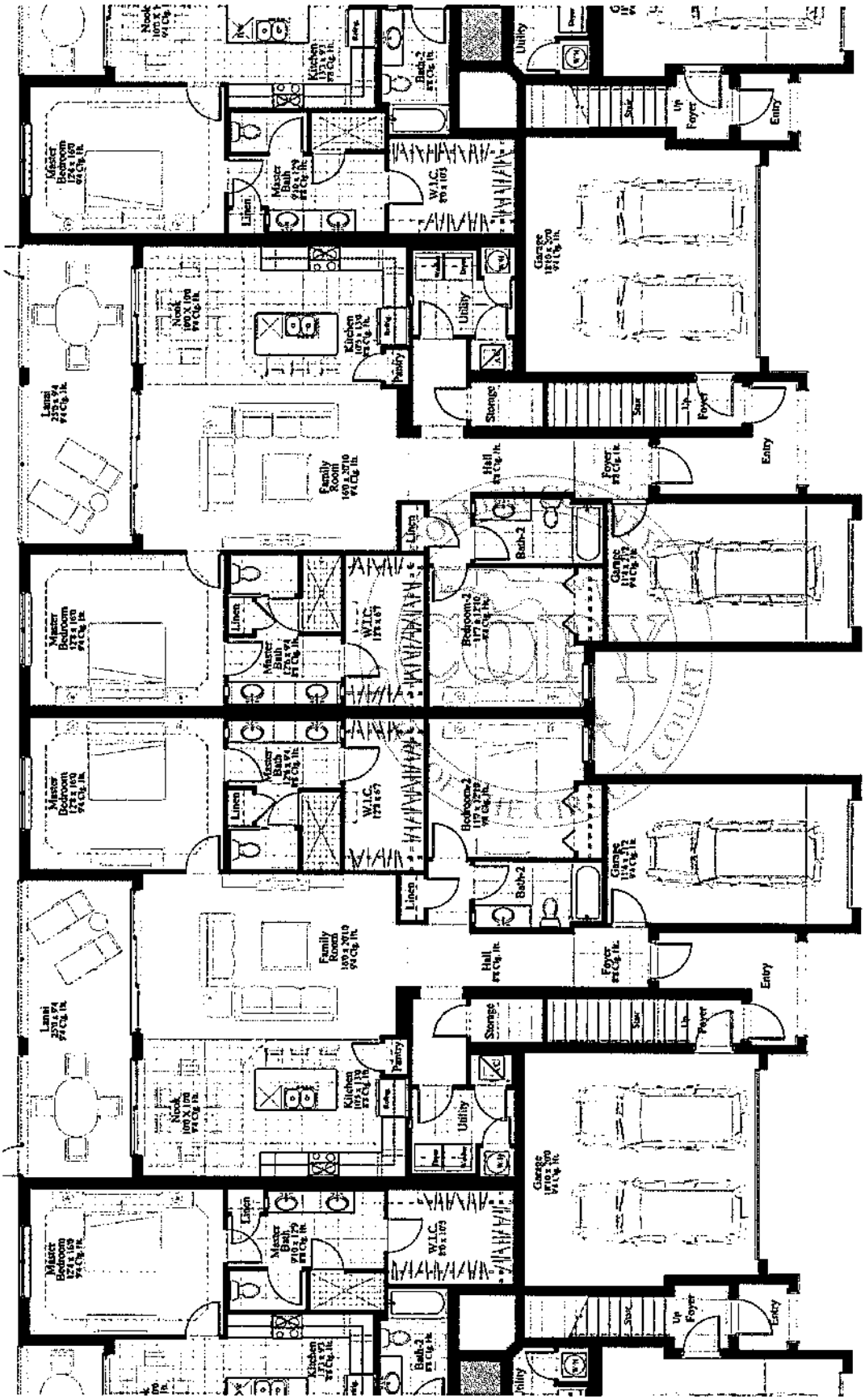
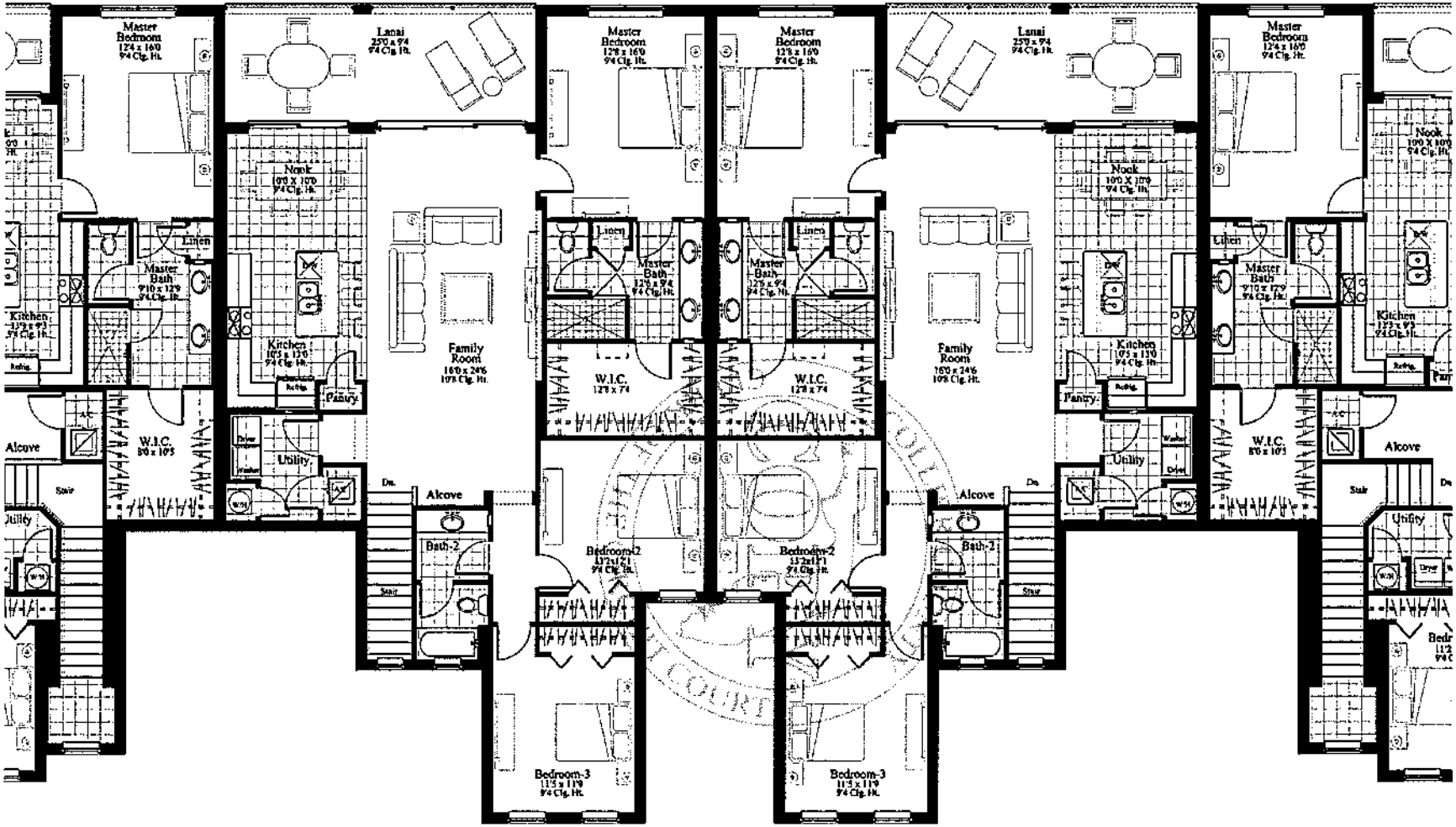

Kendal
Living Area 1467 S.F.
Lanai 232 S.F.
Garage 236 S.F.
Covered Entry 58 S.F.
Total Area 1993 S.F.
Kendal
Living Area 1467 S.F.
Lanai 232 S.F.
Garage 236 S.F.
Covered Entry 58 S.F.
Total Area 1993 S.F.



e

660 S.F.	
207 S.F.	
231 S.F.	
26 S.F.	
124 S.F.	

Whitehaven

Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

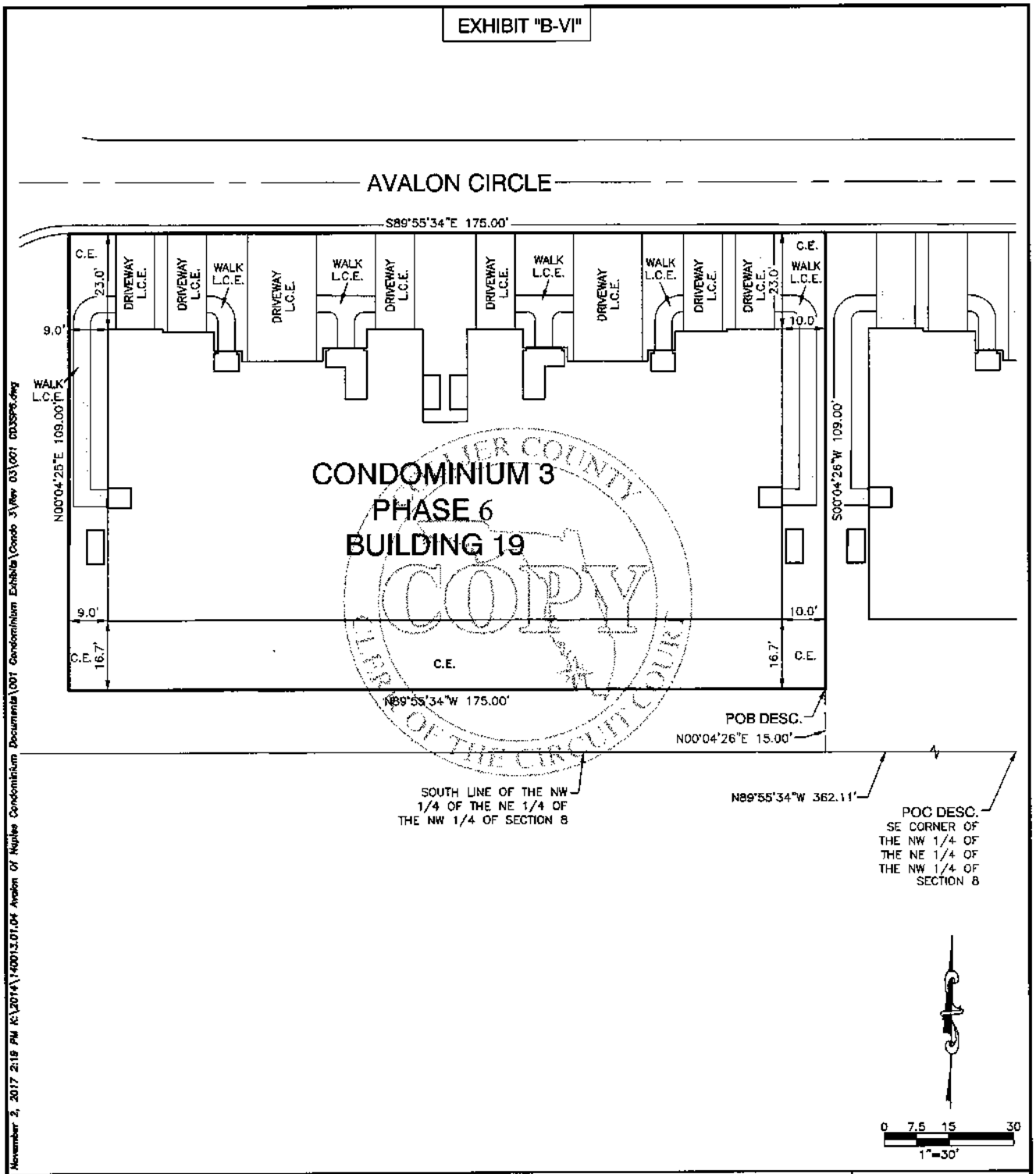
Whitehaven

Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

Wi

Living Are	
Lanai	
Garage	
Covered E	
Total Area	

EXHIBIT "B-VI"



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DATE: 11/2/17	SEC: 8 TWP: 50 RGE: 26	SCALE: 1" = 30'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP6	TITLE: PHASE 6 SITE PLAN – BUILDING 19	
SHEET NUMBER: 1 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: TJD		
CHECKED: MAW		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-VI"

PHASE 6 - BUILDING 19
DESCRIPTION

A TRACT OR PARCEL OF LAND, LYING IN SECTION 8, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 THENCE N.89°55'34"W., ON THE SOUTH LINE OF SAID FRACTION FOR 362.11 FEET;

THENCE N.00°04'26"E., DEPARTING SAID SOUTH LINE FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE N.89°55'34"W., FOR 175.00 FEET;

THENCE N.00°04'25"E., DEPARTING SAID SOUTH LINE FOR 109.00 FEET;

THENCE S.89°55'34"E., FOR 175.00 FEET;

THENCE S.00°04'26"W., FOR 109.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 19,075 SQUARE FEET OR 0.44 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NSRS 2011) WHEREIN THE NORTH-SOUTH QUARTER SECTION OF LINE OF SAID SECTION 8 BEARS S.00°46'20"E.

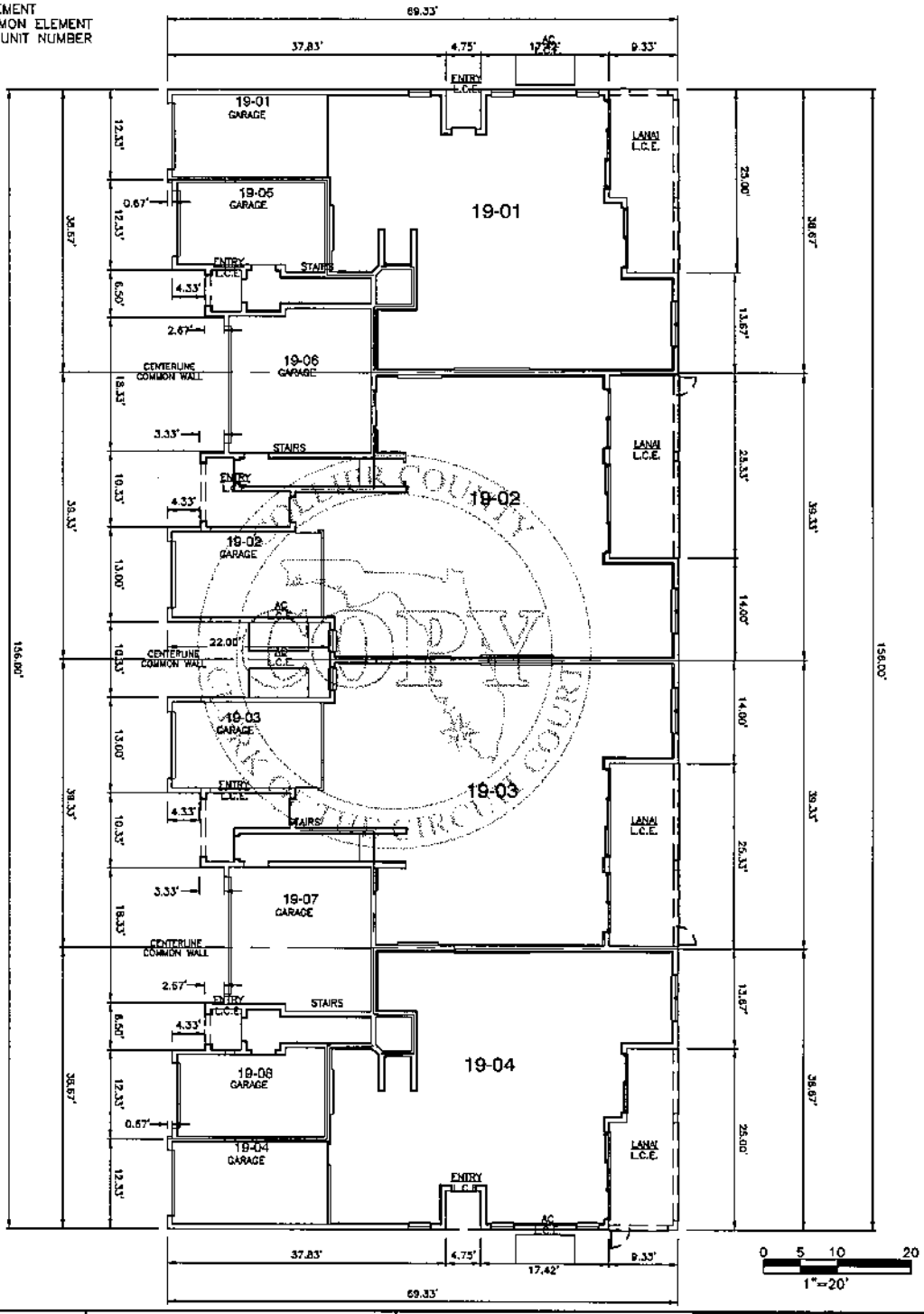
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

November 2, 2017 2:19 PM K:\2014\140013.01.04 Avalon Of Naples Condominium Documents\001 Condominium Exhibits\Condo 3\Rev 03\001 CD3SP6.dwg

DATE: 11/2/17 PROJECT NO.: 140013.01.04 FILE NAME.:001 CD3SP6 SHEET NUMBER:2 OF 9 DRAWN: TJD CHECKED: MAW	SEC: 8 TWP: 50 RGE: 26	SCALE: N/A	RWA ENGINEERING 6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 LB No.: 6952
	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM TITLE: PHASE 6 DESCRIPTION — BUILDING 19 CLIENT: AVALON OF NAPLES, LLC		

EXHIBIT "B-VI"

LEGEND
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
19 = BUILDING – UNIT NUMBER



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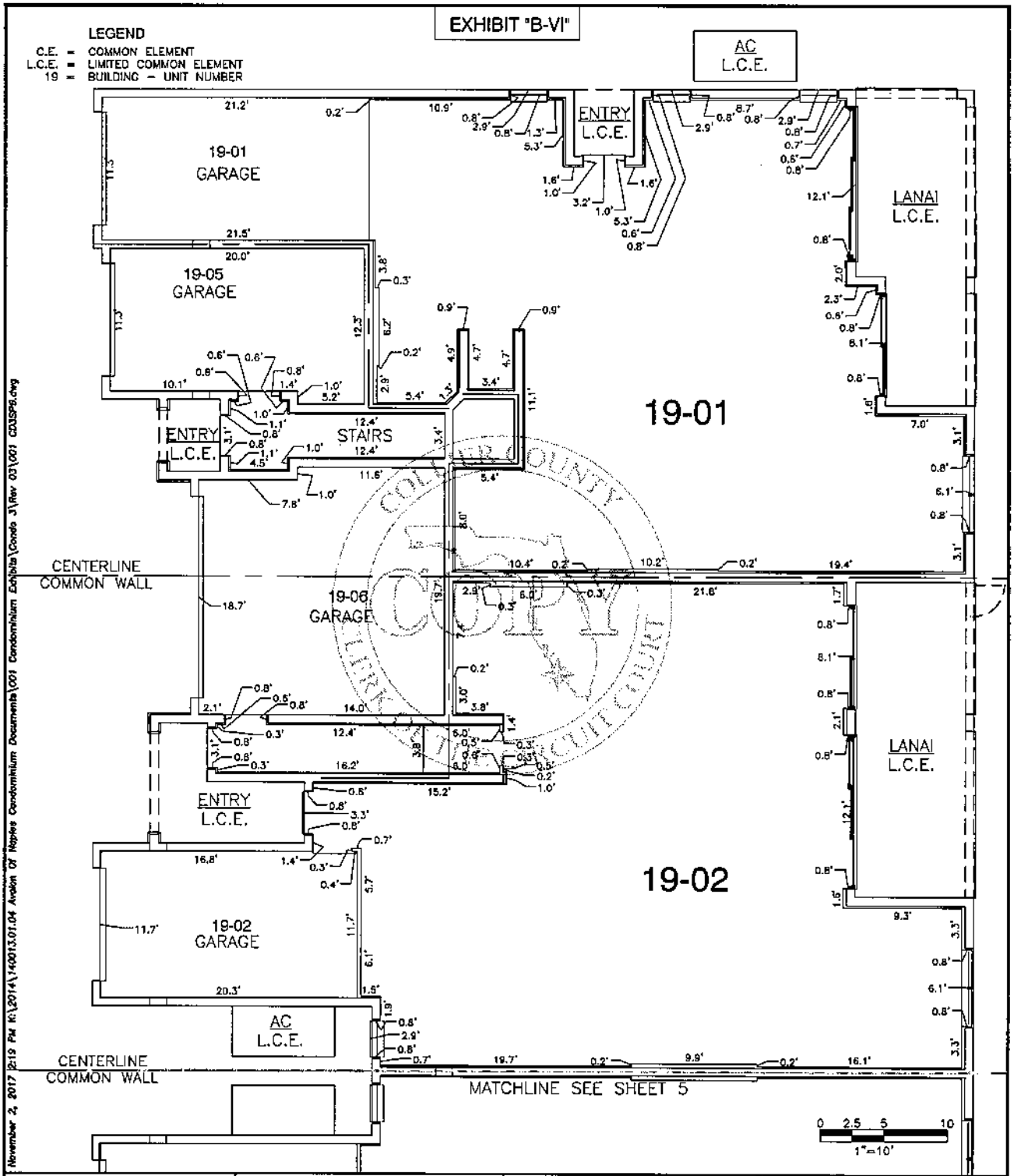
DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 20'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.:001 CD3SP6		
SHEET NUMBER: 3 OF 9	TITLE: EXTERIOR DIMENSIONS – FIRST FLOOR	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



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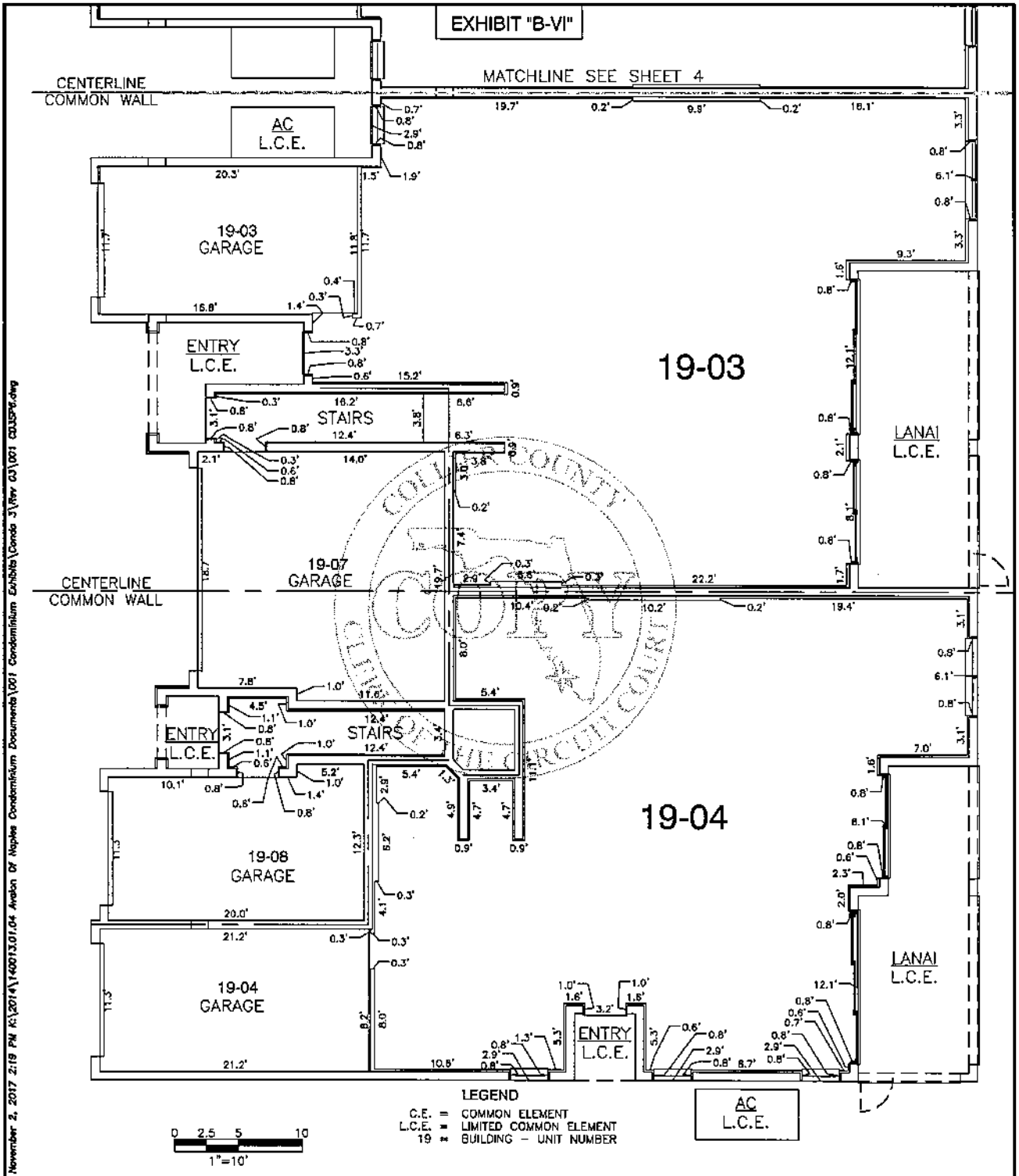
DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP6	TITLE: INTERIOR DIMENSIONS - FIRST FLOOR 19-1 & 19-2	
SHEET NUMBER: 4 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



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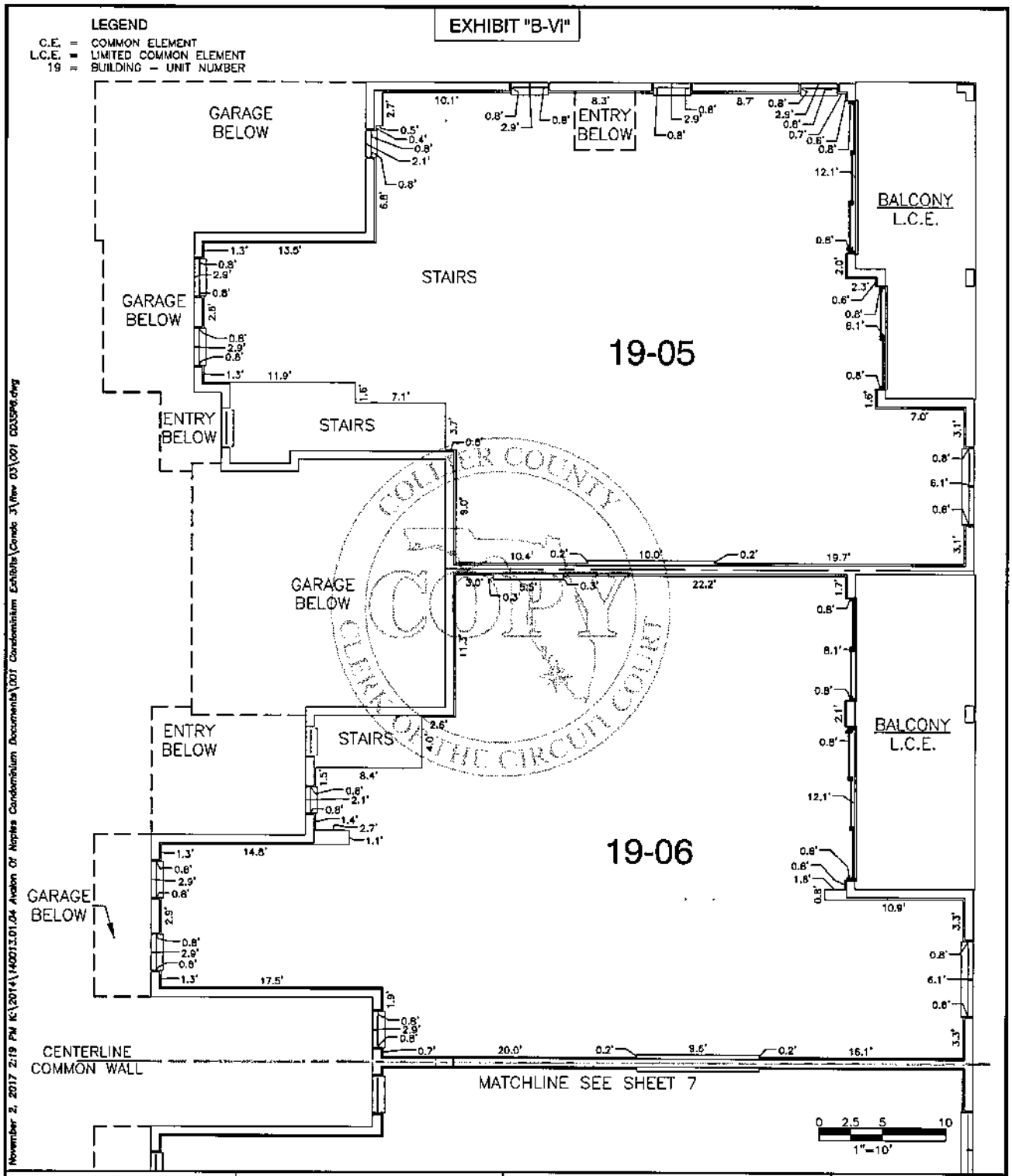
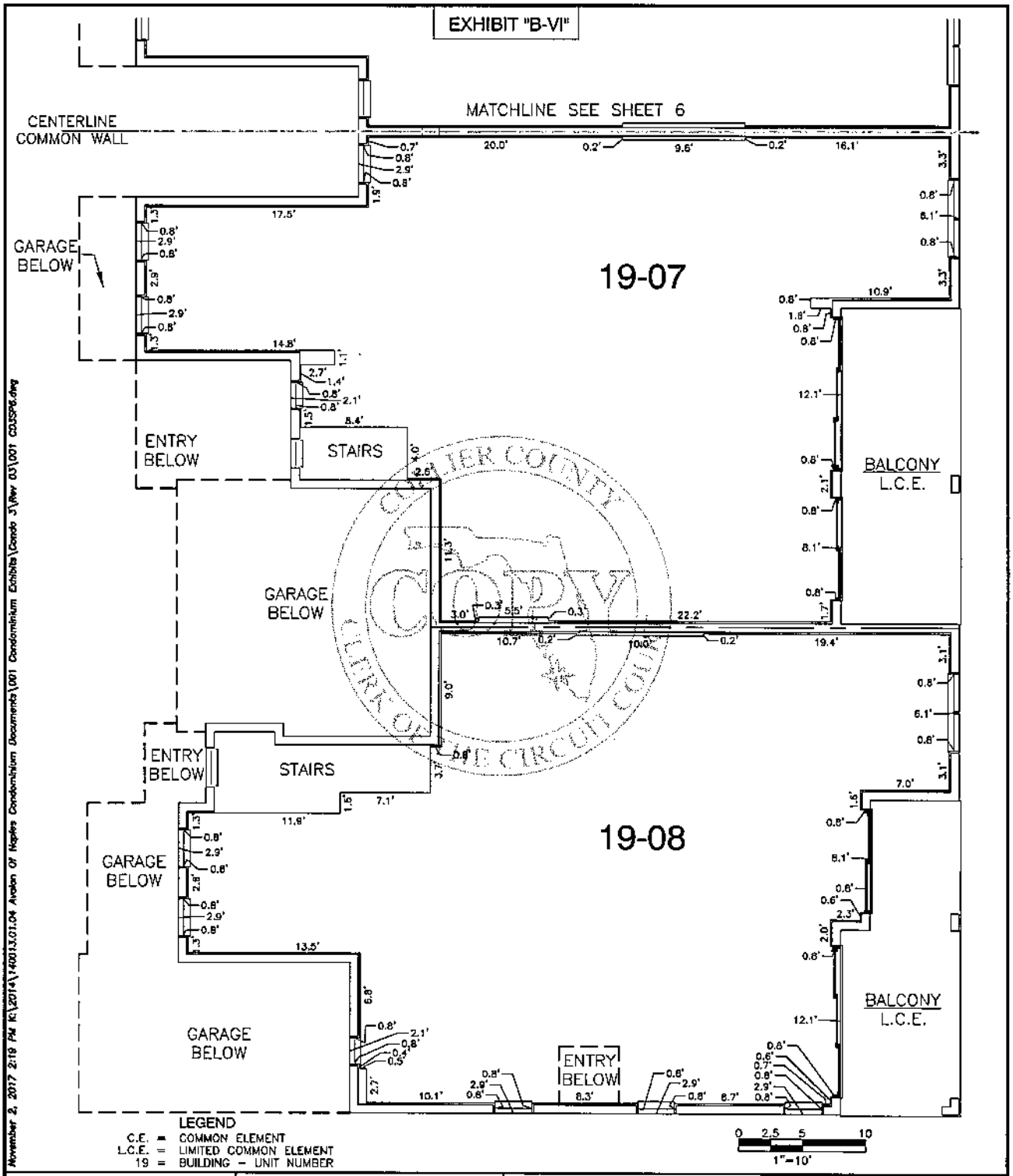
DATE: 11/2/17	SEC:8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.:140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.:001 CD3SP6	TITLE: INTERIOR DIMENSIONS - FIRST FLOOR 19-3 & 19-4	
SHEET NUMBER:5 OF 9		
DRAWN: JMP	CLIENT: AVALON OF NAPLES, LLC	
CHECKED: TJD		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: 1" = 10'
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP6	TITLE: INTERIOR DIMENSIONS – SECOND FLOOR 19–5 & 19–6	
SHEET NUMBER: 6 OF 9	CLIENT: AVALON OF NAPLES, LLC	
DRAWN: JMP		
CHECKED: TJD		

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952



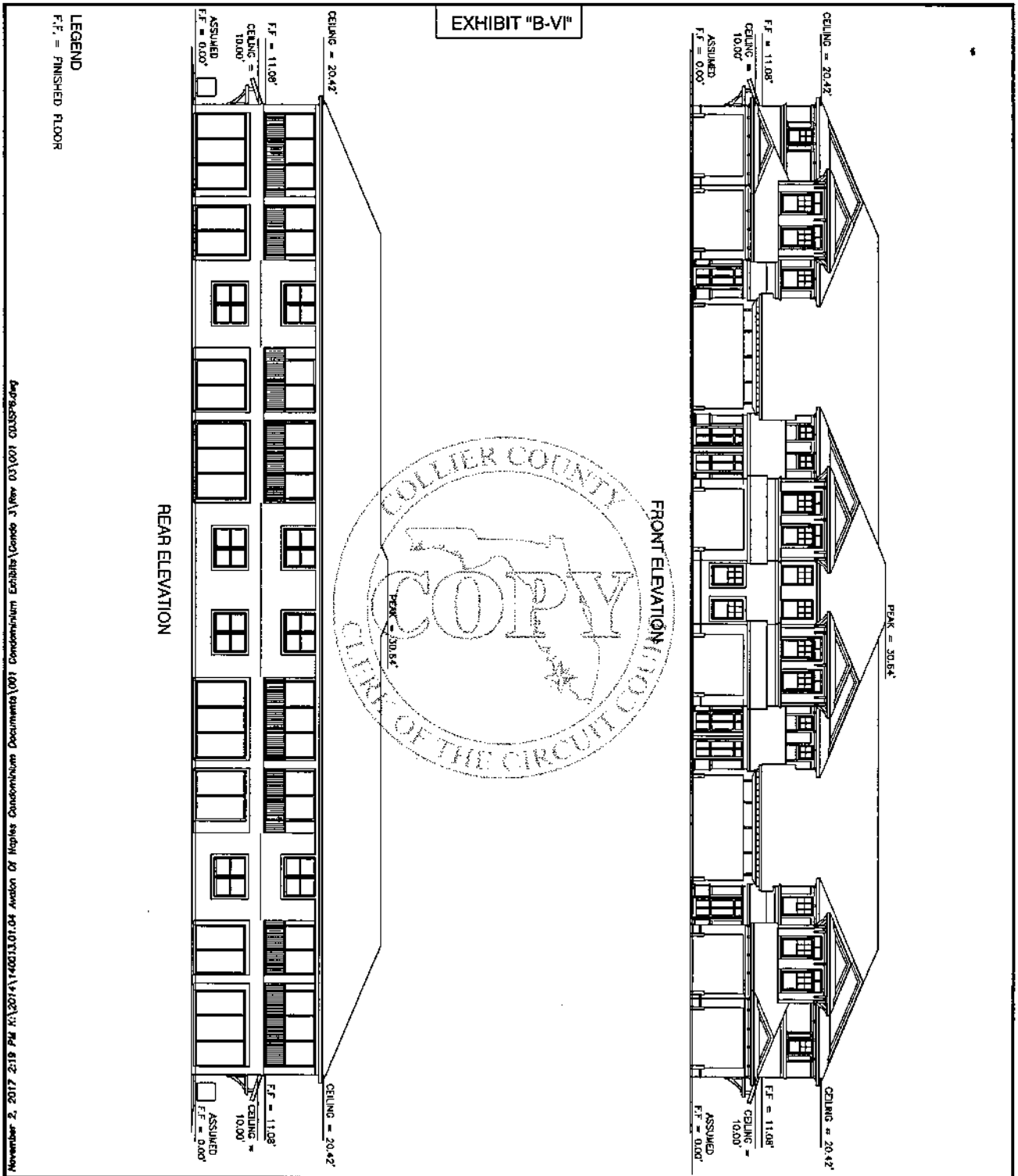
DATE: 11/2/17
PROJECT NO.140016.01.04
FILE NAME.:001 CD3SP6
SHEET NUMBER:7 OF 9
DRAWN: JMP
CHECKED: TJD

SEC:8 TWP: 50s RGE: 26e SCALE: 1" = 10'

PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM
TITLE: INTERIOR DIMENSIONS - SECOND FLOOR 19-7 & 19-8
CLIENT: AVALON OF NAPLES, LLC

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-VI"



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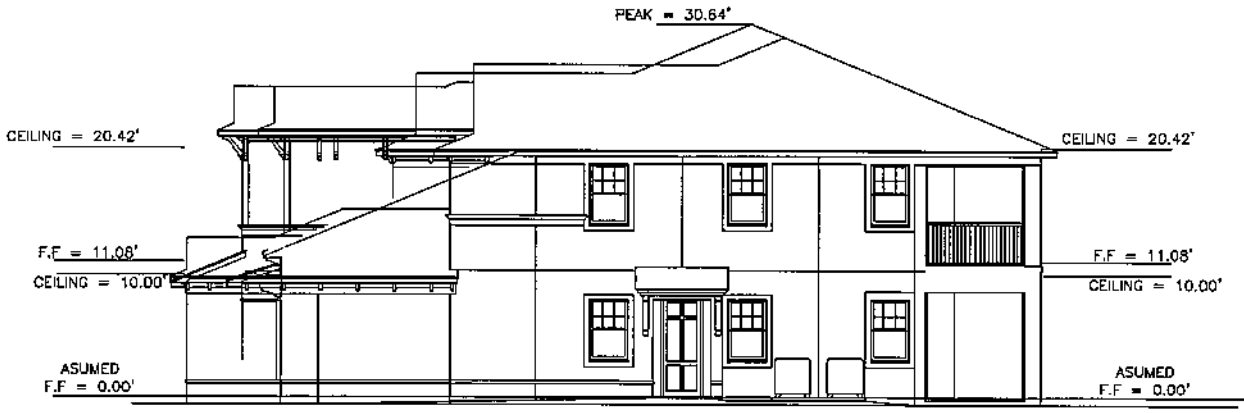
DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP6		
SHEET NUMBER: 8 OF 9	TITLE: ELEVATIONS FRONT AND REAR	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

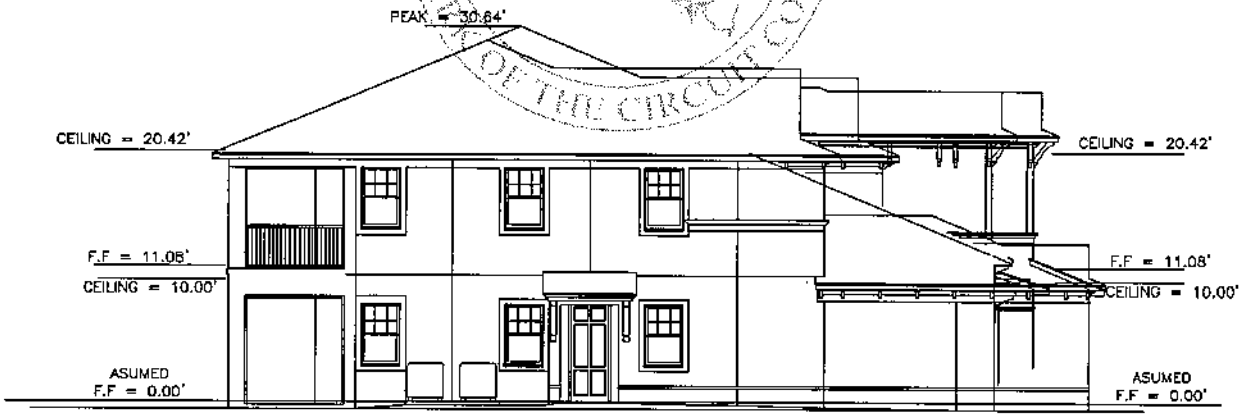
RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

EXHIBIT "B-VI"



RIGHT ELEVATION

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



LEFT ELEVATION

LEGEND
F.F. = FINISHED FLOOR

DATE: 11/2/17	SEC: 8 TWP: 50S RGE: 26E	SCALE: N.T.S.
PROJECT NO.: 140013.01.04	PROJECT: AVALON OF NAPLES 3, A CONDOMINIUM	
FILE NAME.: 001 CD3SP6		
SHEET NUMBER: 9 OF 9	TITLE: ELEVATIONS RIGHT AND LEFT	
DRAWN: JMP		
CHECKED: TJD	CLIENT: AVALON OF NAPLES, LLC	

RWA ENGINEERING
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
LB No.: 6952

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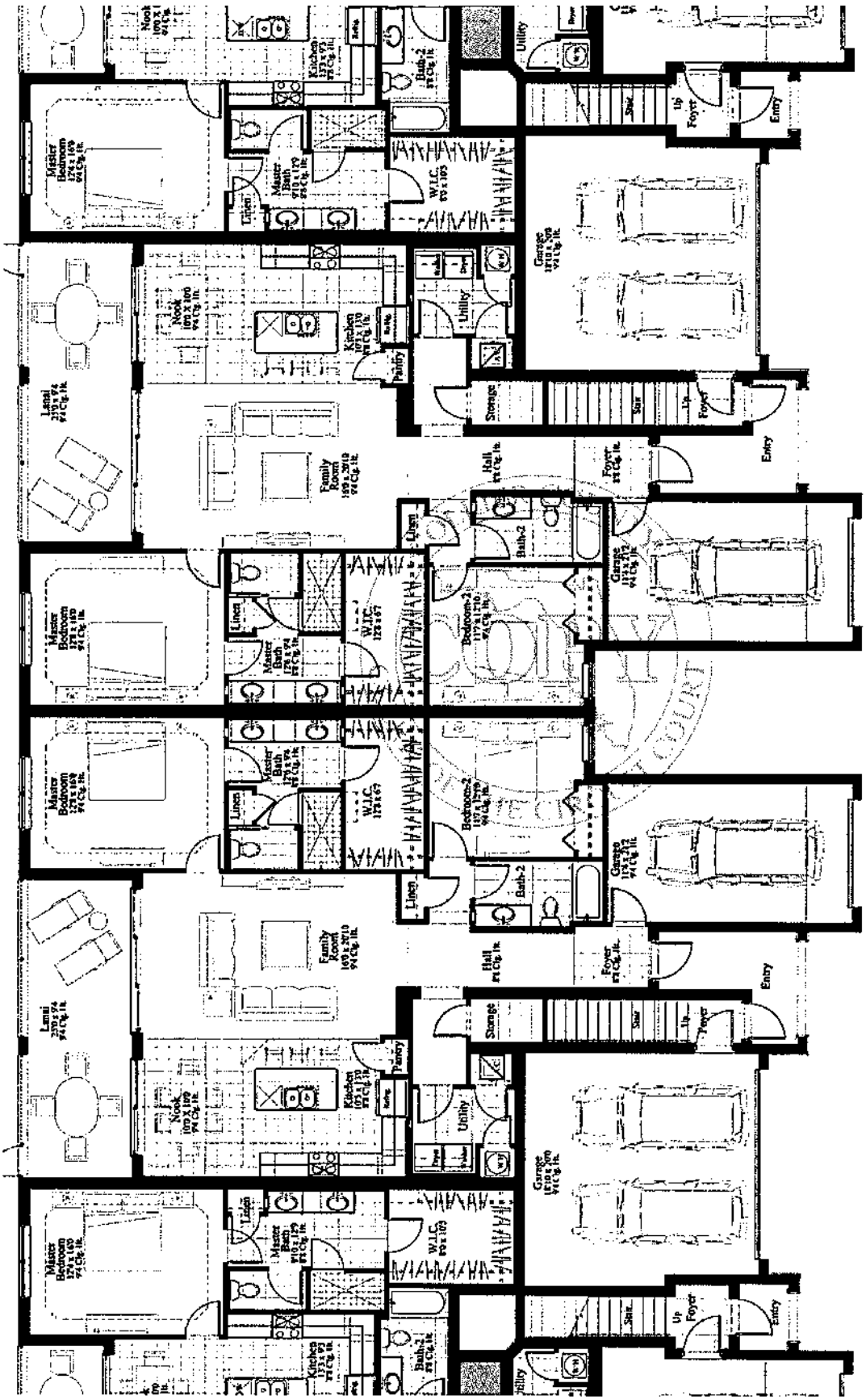
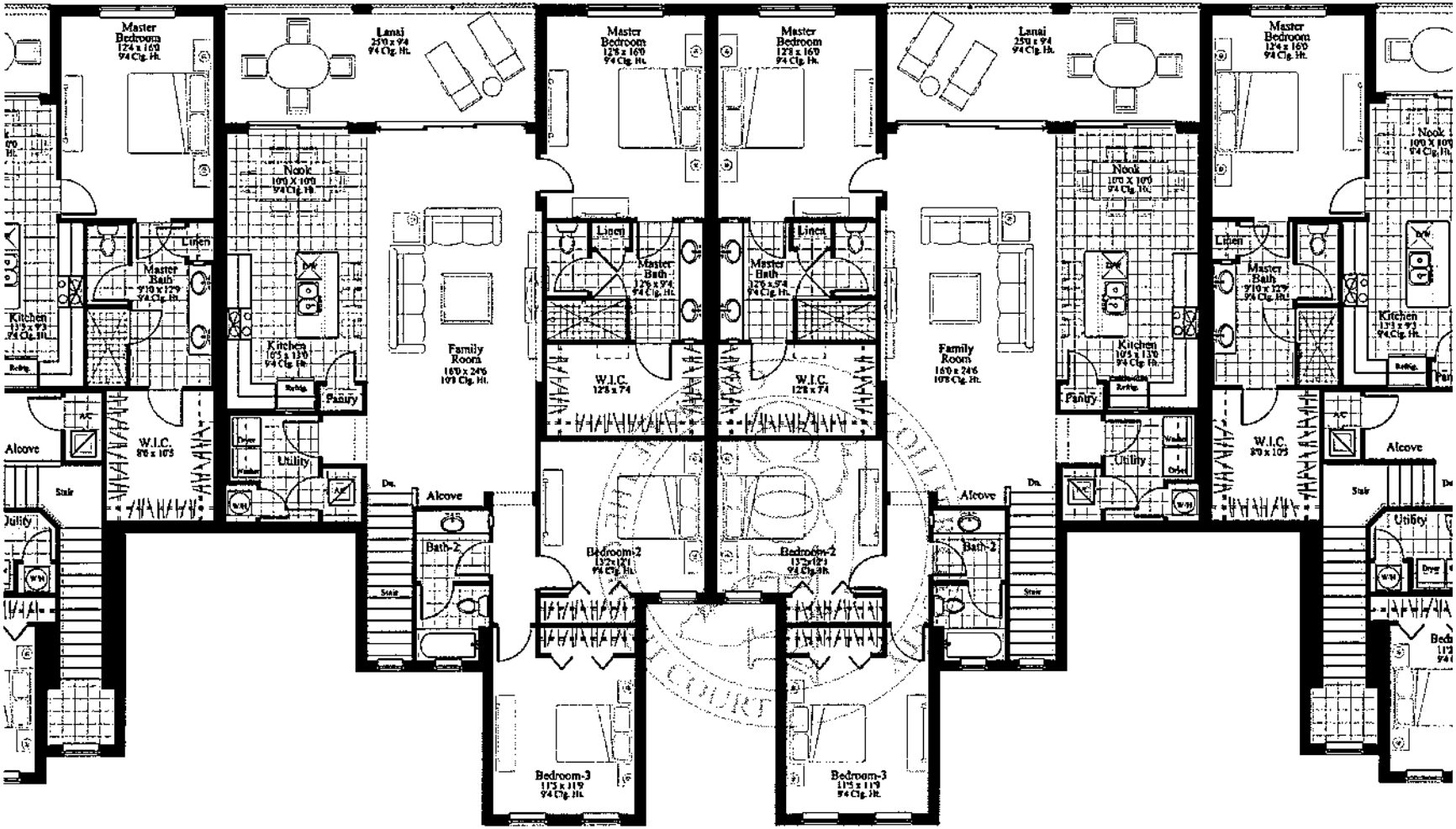


Kendal	
Living Area	1467 S.F.
Lanai	232 S.F.
Garage	236 S.F.
Covered Entry	58 S.F.
Total Area	1993 S.F.

Kendal	
Living Area	1467 S.F.
Lanai	232 S.F.
Garage	236 S.F.
Covered Entry	58 S.F.
Total Area	1993 S.F.



660 S.F.	
207 S.F.	
231 S.F.	
26 S.F.	
124 S.F.	

Whitehaven

Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

Whitehaven

Living Area	1725 S.F.
Lanai	232 S.F.
Garage	372 S.F.
Covered Entry	58 S.F.
Total Area	2387 S.F.

Wi

Living Are	
Lanai	
Garage	
Covered E	
Total Area	

CERTIFICATE OF IDENTICAL DOCUMENTS

STATE OF FLORIDA
COUNTY OF COLLIER

Re: **Avalon of Naples III, a Condominium**

Neal Communities on the Braden River, LLC, a Florida limited liability company (the "Developer").

I, James R. Schier, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities on the Braden River, LLC, a Florida limited liability company, on behalf of the said Company, do hereby certify, for use as evidence before the Division of Florida Condominiums, Timeshares, and Mobile Homes, or any Court of Law, that Neal Communities on the Braden River, LLC, a Florida limited liability company is the developer of the condominium known as Avalon of Naples III, a Condominium whose address is 6954 Avalon Circle, Naples, FL, 34112, documents for which have previously been filed with the Division, that I have knowledge of the contents of said filing and that, except for the items listed on pages attached to this document, all items required by the Condominium Act to be filed with the Division are identical with those already on file for this condominium under identification number _____. I understand that, if needed, the Division may require that I submit a copy of the recorded documents.

Dated this 22nd day of January, 2019

NEAL COMMUNITIES ON THE BRADEN RIVER, LLC, a Florida limited liability company

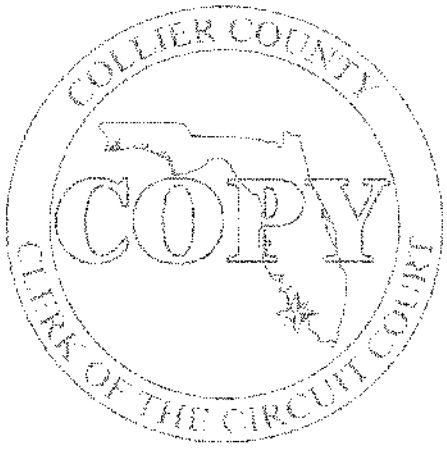
By: NCDG Management, LLC
a Florida limited liability company,
its Manager

By: _____
James R. Schier, its Manager

Warning: Any false statement made herein may subject the person so certifying to prosecution under section 837.06, F.S.

EXHIBIT "E"

[South Florida Water Management District Permit]



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 11-03694-P
DATE ISSUED:August 20, 2015

PERMITTEE: COLLIER DAVIS, L L C
1000 SAWGRASS CORP PRKWY STE 110
SUNRISE, FL 33323

PROJECT DESCRIPTION: This Environmental Resource Permit authorizes construction and operation of a stormwater management system serving 22.83 acres of residential development for a project known as Avalon of Naples.

PROJECT LOCATION: COLLIER COUNTY, SEC 8 TWP 50S RGE 26E

PERMIT DURATION: See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 141023-17, dated October 23, 2014. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statues (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 11 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 20th day of August, 2015, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: _____
Melissa M. Roberts, P.E.
Regulatory Administrator
Lower West Coast Service Center

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S. (2012).

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

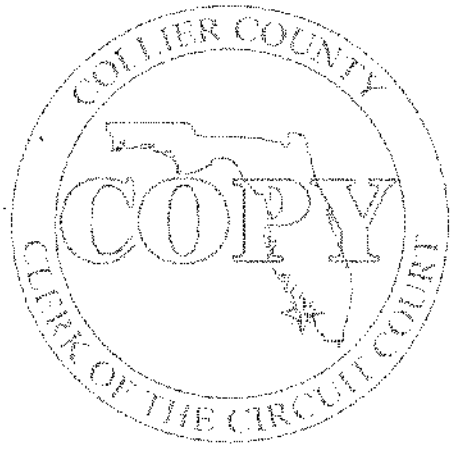
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.



SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on August 20, 2020.

2. Operation and maintenance of the stormwater management system shall be the responsibility of HOMEOWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.

3. Discharge Facilities:

Structure: 1-12
1-49" W X 37" L drop inlet with crest at elev. 10' NAVD 88.
Receiving body : Wet Detention Lake
Control elev : 7.7 feet NAVD 88.

Structure: 1-24
1-49" W X 37" L drop inlet with crest at elev. 10' NAVD 88.
Receiving body : Wet Detention Lake
Control elev : 7.7 feet NAVD 88.

Structure: 1-6
1-49" W X 37" L drop inlet with crest at elev. 10' NAVD 88.
Receiving body : Wet Detention Lake
Control elev : 7.7 feet NAVD 88.

Structure: CS#1
1-3" DIAMETER CIRCULAR weir with crest at elev. 8.75' NAVD 88.
1-36" W X 3" H RECTANGULAR weir with crest at elev. 11.2' NAVD 88.
1-3.25" dia. CIRCULAR ORIFICE with invert at elev. 7.7' NAVD 88.
1-54" W X 36" L drop inlet with crest at elev. 11.45' NAVD 88.
Receiving body : County Barn Road Right-of-Way
Control elev : 7.7 feet NAVD 88.

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4. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.

5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

6. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.

The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

To schedule a pre-construction meeting, please contact ERC staff from the Lower West Coast Service

SPECIAL CONDITIONS

Center at (239) 338-2929 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

7. Minimum building floor elevation: BASIN: Basin - 12.70 feet NAVD 88.

8. Minimum road crown elevation: Basin: Basin - 11.40 feet NAVD 88.

9. Prior to commencement of construction and in accordance with the work schedule in Exhibit No. 3.4, the permittee shall submit documentation that 0.93 freshwater forested credits have been deducted from official agency the ledger for Big Cypress Mitigation Bank. The letter of credit reservation is attached as Exhibit No. 3.3.

10. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No.3.4. Any deviation from these time frames must be coordinated with the District's Environmental Resource Compliance staff, and may require a minor modification to this permit. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

11. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (http://my.sfwmd.gov/ePermitting) under this application number.

Exhibit No. 1.0 Location Map
Exhibit No. 2.0 Plans
Exhibit No. 2.1 Construction Pollution Prevention Plan
Exhibit No. 2.2 Urban Stormwater Management Program
Exhibit No. 3.0 FLUCCS Map
Exhibit No. 3.1 Wetland Identification Map
Exhibit No. 3.2 Wetland Impact Map
Exhibit No. 3.3 Letter of Reservation for Mitigation Credits
Exhibit No. 3.4 Work Schedule

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Last Date For Agency Action: August 21, 2015

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Avalon Of Naples

Permit No.: 11-03694-P

Application No.: 141023-17 **Associated File:** 150617-21 WU Concurrent
150617-14 WU Concurrent

Application Type: Environmental Resource (New Construction/Operation)

Location: Collier County, S8/T50S/R26E

Permittee : Collier Davis, L L C

Operating Entity : Homeowners Association

Project Area: 15.22 acres

Permit Area: 22.83 acres

Project Land Use: Residential

Drainage Basin: WEST COLLIER **Sub Basin:** LELY CANAL BASIN

Receiving Body: County Barn Road Right-of-Way **Class:** CLASS III

Special Drainage District: NA

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Total Acres Wetland Onsite: 2.64
Total Acres Impacted Onsite : 2.64
Offsite Mitigation Credits-Mit.Bank: .93 Big Cypress
Conservation Easement To District : No
Sovereign Submerged Lands: No

PROJECT SUMMARY:

This Environmental Resource Permit authorizes construction and operation of a stormwater management system serving 22.83 acres of residential development for a project known as Avalon of Naples.

This project consists of a new residential community with associated infrastructure and stormwater management system.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code (F.A.C.).

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located at the southeast corner of County Barn Road and Davis Boulevard in Collier County, Florida. Refer to Exhibit 1.0 for a location map.

The project area is adjacent to commercial, residential, and undeveloped areas. There are 2.64 acres of wetlands within the property boundaries. For information on the wetlands and surface waters within the project, please refer to the Wetlands and Surface Waters section of this staff report. A FLUCCS map depicting the vegetative communities and land uses within the project is attached as Exhibit No. 3.0.

LAND USE:

"Other" includes 7.61 acres located outside the controlled basin boundary.

Construction Project:

	This Phase	Total Project	
Building Coverage	4.57	4.57	acres
Dry Retention Areas	.62	.62	acres
Impervious	3.98	3.98	acres
Lake	1.88	1.88	acres
Other	7.61	7.61	acres
Pervious	4.17	4.17	acres
Total:	**22.83**	**22.83**	

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WATER QUANTITY :

Discharge Rate :

As shown in the table below, the project discharge is within the allowable limit for the area.

Discharge Storm Frequency : 25 YEAR-3 DAY Design Rainfall : 11.6 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NAVD 88)
Basin	.91	Conveyance Limitation	.91	11.12

Finished Floors :

Building Storm Frequency : 100 YEAR-3 DAY Design Rainfall : 14.7 inches

Basin	Peak Stage (ft, NAVD 88)	Proposed Min. Finished Floors (ft, NAVD 88)	FEMA Elevation (ft, NAVD 88)
Basin	11.99	12.7	N/A

Road Design :

Road Storm Frequency : 25 YEAR-3 DAY Design Rainfall: 11.6 inches

Basin	Peak Stage (ft, NAVD 88)	Proposed Min. Road Crown (ft, NAVD 88)
Basin	11.12	11.4

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NAVD 88)	WSWT Ctrl Elev (ft, NAVD 88)	Method Of Determination
Basin	15.22	7.7		Wetland Indicator Elevation

Receiving Body :

Basin	Str.#	Receiving Body
Basin	1-12	Wet Detention Lake
Basin	1-24	Wet Detention Lake
Basin	1-6	Wet Detention Lake
Basin	CS#1	County Barn Road Right-of-Way

Discharge Structures: Note: The units for all the elevation values of structures are (ft, NAVD 88)

Inlets:

Basin	Str#	Count	Type	Width	Length	Dia.	Crest Elev.
Basin	CS#1	1	Inlet	54"	36"		11.45

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Basin	CS#1	1	Circular				3"	8.75 (crest)
Basin	CS#1	1	Rectangular	36"	3"			11.2 (crest)

Water Quality Structures: Note: The units for all the elevation values of structures are (ft, NAVD 88)

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
Basin	CS#1	1	Circular Orifice				3.25 "		7.7

Inlets:

Basin	Str#	Count	Type	Width	Length	Dia.	Crest Elev.
Basin	1-12	1	Fdot Mod D Drop Inlet	49"	37"		10
Basin	1-24	1	Fdot Mod D Drop Inlet	49"	37"		10
Basin	1-6	1	Fdot Mod D Drop Inlet	49"	37"		10

WATER QUALITY :

Water quality treatment will be provided in the wet detention lake. The project provides the required 1.36 acre-feet of water quality treatment volume based on 2.5 inches over the percentage impervious coverage within the basin area. Additional unquantified water quality treatment is provided in the three dry retention areas onsite.

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Pursuant to Appendix E of Volume II, the water quality treatment volume provided includes an additional 50% treatment volume above the requirements in Section 4.2 of Volume II to provide reasonable assurance that the project will not have an adverse impact on the quality of the downstream receiving body. The project is located within the watershed of FDEP WBID No. 3278Y; the Rookery Bay (Inland West Segment).

In addition to the required water quality treatment volume, the applicant provided site specific pollutant loading calculations to demonstrate that the storm water management system reduces the post development loading of nutrients to levels less than the loadings generated under the pre-development condition. The pollutant loading calculations are based upon the removal characteristics associated with the system.

The project also includes implementation of an Urban Stormwater Management Program (Exhibit 2.2) and a Construction Pollution Prevention Plan/ Turbidity and Erosion Control Plan (Exhibit 2.1) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Basin		Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd
Basin	Treatment	Wet Detention	1.36	2.04

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WETLANDS:

Wetlands And Other Surface Waters:

The project area contains 2.64 acres of wetlands. The wetlands can be generally described as forested wetlands. The wetlands do not extend offsite beyond the property boundary. A wetland identification map is attached as Exhibit No. 3.1.

The project will result in 2.32 acres of direct impacts and 0.32 acres of 100% secondary impacts to the remaining portions of Wetland Nos. 2 (0.17 acres) and 3 (0.15 acres) . The 100% secondary impacts are a result of loss of function to the remaining wetlands In the post-construction phase. Pursuant to Section 10.2.1.2(a) Vol. I, reduction and elimination of wetland impacts was not required due to the low quality of the onsite wetlands (Section 10.2.2.3, Vol. I), including the hydrologic disturbance and heavy infestation of exotic vegetation within the wetlands. Additionally, the onsite wetlands provide limited habitat due to surrounding roadways and developments. A wetland impact map is attached as Exhibit No. 3.2.

To mitigate for the direct and 100% secondary wetland impacts, the applicant has purchased 0.93 freshwater forested credits from Big Cypress Mitigation Bank. The amount of mitigation required for the project was determined by using the Modified Wetland Rapid Assessment Procedure (MWRAP). The final scores can be found in the permit file. A letter confirming the purchase of the mitigation credits is attached as Exhibit No. 3.3. Please also refer to the mitigation work schedule attached as Exhibit 3.4.

Cumulative Impact Assessment:

The Project site is located within the West Collier Drainage Basin and the mitigation will be provided via mitigation credits purchased from Big Cypress Mitigation Bank which is located in the East Collier Drainage Basin.

The "West Collier Cumulative Impact Assessment for the Big Cypress Mitigation Bank" was conducted for the freshwater forested wetlands proposed to be impacted within the West Collier Drainage Basin pursuant to Rule 10.2.8 of Volume I. The cumulative impact assessment can be found in the permit file.

Based on the analysis provided and available information, the District has determined that the project will not result in unacceptable cumulative impacts to the West Collier Drainage Basin. This conclusion is project- specific and does not necessarily apply to any other application.

Wetland Inventory:

A total of 0.17 acres of WL 2 and 0.15 acres of WL3 are considered 100% secondarily impacted are included as direct impacts since full mitigation has been provided for the remaining portions of these wetlands.

Wetland Inventory :

CONSTRUCTION NEW -Avalon of Naples

Site Id	Site Type	Pre-Development				Post-Development					
		Pre Flucs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Flucs	Adj Delta	Functional Gain / Loss
WL1	ON	624	Direct	1.59							.000	.000
WL2	ON	624	Direct	.51							.000	.000
WL3	ON	625	Direct	.54							.000	.000
			Total:	2.64								.00

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Fluccs Code	Description
624	Cypress - Pine - Cabbage Palm
625	Hydric Pine Flatwoods

MITBANK BIG CYPRESS

Type Of Credits	Number Of Credits
	Mitigation Bank Cr Used
Fresh Water Forested	.93
Total:	**.93**

Fish And Wildlife Issues:

Protected species surveys were conducted by ecologists from Passarella & Associates, Inc. during field reviews of the project area. Although the project area contains potential habitiat for listed species, no wetland dependent endangered/threatened species or species of special concern were observed. Additionally, submitted information indicates that potential use of the site by such species is minimal.

The mitigation at Big Cypress Mitigation Bank will provide valuable habitat and greater long term functional value for wetland-dependent species that potentially utilize the habitats within the project area. No adverse impacts are anticipated to these species as a result of the proposed project.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION, OPERATION, AND MAINTENANCE:

Pursuant to Chapter 62-330.310 Florida Administrative Code (F.A.C.), Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all stormwater management systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of stormwater management systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

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RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that groundwater well will be used as a source for irrigation water for the project. Water Use application number 150617-14 is being processed concurrently for this project.

The applicant has indicated that dewatering is required for construction of this project. Water Use application 150617-21 is being reviewed concurrently for this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

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Potable Water Supplier:

Collier County Utilities

Waste Water System/Supplier:

Collier County Utilities

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

Historical/Archeological Resources:

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded in the project area and the project is therefore unlikely to have an effect upon any such properties. This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DEO/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

Third Party Interest:

No third party has contacted the District with concerns about this application.

Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:

Laura Layman

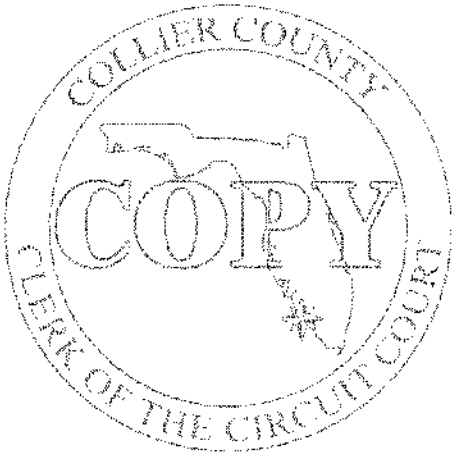
Laura Layman

DATE: 8/20/15

SURFACE WATER MANAGEMENT:

Brian Rose, P.E.

DATE: 8/20/15



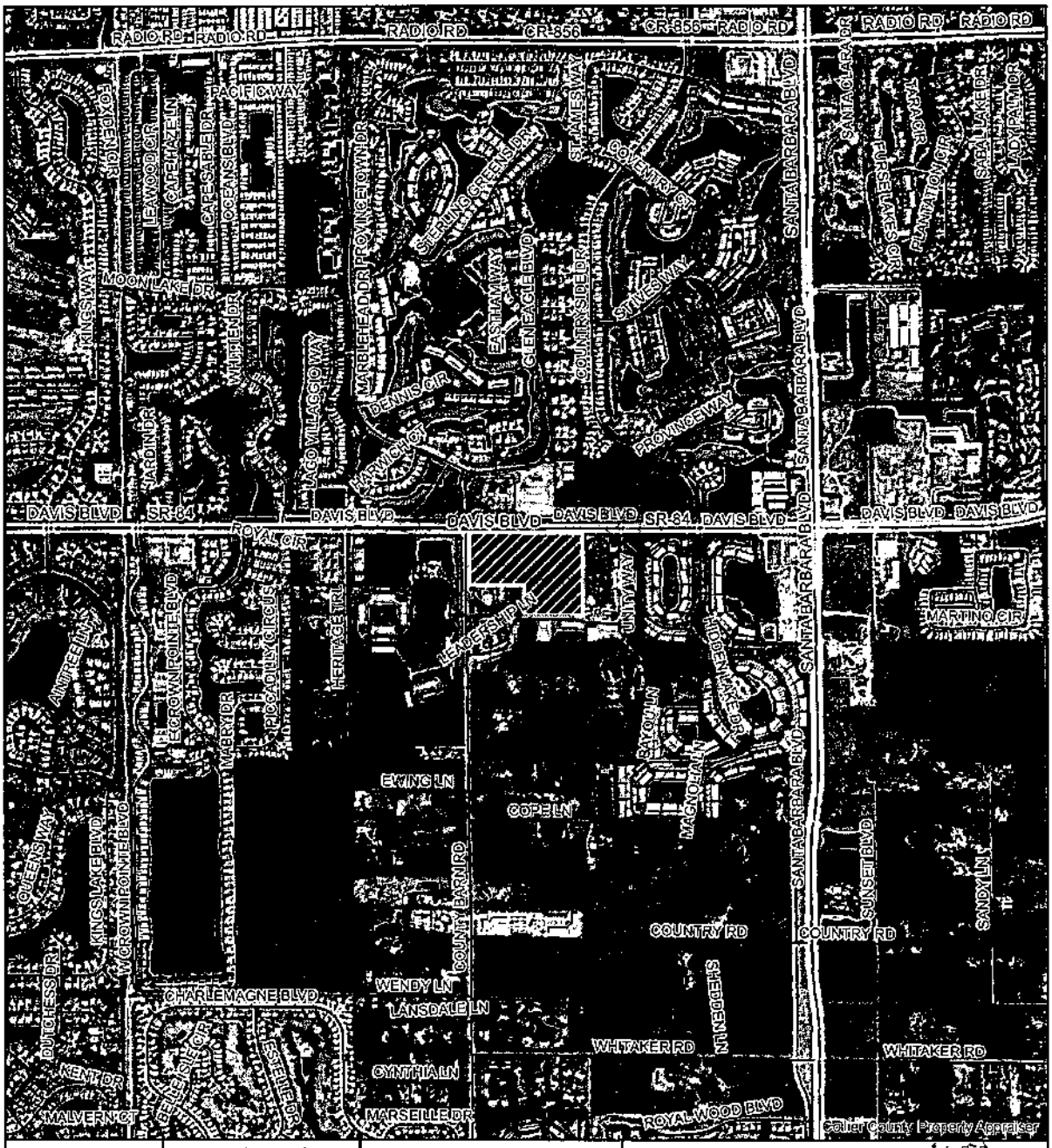


Exhibit No: 1	Exhibit Created On: 2015-08-19	COLLIER COUNTY, FL

REGULATION DIVISION

Project Name: AVALON OF NAPLES

0 1,400 2,800 Feet

N

Application

Permit No: 11-03694-P

Application Number: 141023-17

South Florida Water Management District

Exhibit No. 1.0
Application No. 141023-17
Page 1 of 1

CONSTRUCTION POLLUTION PREVENTION PLAN
for
Avalon of Naples

SITE DESCRIPTION

Project Name and Location: (Latitude, Longitude, or Address)	Avalon of Naples Latitude: 26° 8' 16" N Longitude: 81° 43' 41" W	Owner Name and Address:	Collier Davis, LLC 811 Coral Ridge Drive Coral Springs, FL 33071
Description: (Purpose and Types of Soil Disturbing Activities)	Site Construction for a residential subdivision		

Construction in this project will generally consist of site clearing, lake excavation, and construction of roadways, utility infrastructure, and multi-use vertical construction.

Soil disturbing activities will include: clearing and grubbing, installing a stabilized construction entrance, perimeter berming and other erosion and sediment controls; grading; excavation for the storm water management lake, storm sewer, utilities, and building foundations; construction of curb and gutter, road, and parking areas; and preparation for final planting, sodding, seeding and mulching.

Runoff Coefficient:	0.65 for Development Area
Site Area:	22.8 Acres

Sequence of Major Activities:

The order of activities will be as follows:

1. Installation of stabilized construction entrance.
2. Partial clearing and grubbing.
3. Install perimeter berm(s) or silt fences adjacent to wetland areas.
4. Continue clearing and grading.
5. Construct storm water management lakes.
6. Stockpile excavated soil.
7. Stabilize denuded areas and stockpiles within 21 days of last construction activity in that area.
8. Install utilities, storm sewer, curb and gutter.
9. Complete grading, subgrade and base course construction.
10. Complete final paving.
11. Complete landscape grading and install permanent seeding and plantings.
12. When all construction activity is complete and the site is stabilized, remove temporary earth berms and/or silt fences and re-seed any areas disturbed by their removal.

Name of Receiving Waters:	Lely Canal via County Barn Road conveyance system

CONTROLS

Erosion and Sediment Controls

Stabilization Practices

Temporary Stabilization: Top soil stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 21 days will be stabilized with temporary seed and mulch no later than 14 days from the last construction activity in that area. The seed shall be Bahia, millet, rye, or other fast-growing grasses. Prior to seeding, fertilizer or agricultural limestone shall be applied to each area to be temporarily stabilized. After seeding, each area shall be mulched with the mulch disked into place. Areas of the site which will be paved will be temporarily stabilized by applying limerock subgrade until bituminous pavement can be applied.

Permanent Stabilization: Disturbed portions of the site, where construction activities permanently cease, shall be stabilized with sod, seed and mulch, landscaping, and/or other equivalent stabilization measures (e.g., rip-rap, geotextiles) no later than 14 days after the date of the last construction activity. The sod shall typically be Floratam or Bahia sod. Prior to seeding, fertilizer or agricultural limestone shall be applied to each area to be temporarily stabilized. After seeding, each area shall be mulched with the mulch disked into place.

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CONTROLS (Continued)

Structural Practices

Silt Fence will be constructed along those areas of the project that border adjacent wetlands. At a minimum, the silt fence will be placed along all wetland buffers and all Corps of Engineers jurisdictional wetland boundaries adjacent to soil disturbing activities.

Synthetic Sock Drop Inlet Sediment Filter - will be placed around all constructed storm drain inlets immediately upon completion of construction and shall remain in-place until the contributing drainage area is stabilized. Alternatively, grate inlets can be covered with filter fabric material until stabilization.

Storm Water Management

The project will utilize combination of dry detention/retention and a lake to provide the required water quality treatment and attenuation. Discharges from the water management system will be regulated by a series of water control structures. These control structures will be used to maintain water levels in the detention facilities that will maintain or restore the hydroperiod in the wetlands and flowways. The water control structures will also be used to restrict the discharges from the project as described above.

OTHER CONTROLS

Waste disposal:

Waste Materials:

All waste materials will be collected and stored in a trash dumpster which will meet all local and State solid waste management regulations. All trash and construction debris from the site will be deposited in this dumpster. The dumpster will be emptied as required due to use and/or State and local regulations, with the trash disposed of at the appropriate landfill operation. No construction waste materials will be buried onsite. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the construction office trailer.

Hazardous Waste:

All hazardous waste materials will be disposed of in the manner specified by local or State regulation or by the manufacturer. Site personnel will be instructed in these practices.

Sanitary Waste:

All sanitary waste will be collected from the portable units by a local, licensed, City of Fort Myers sanitary waste management contractor, as required by local regulation.

Offsite Vehicle Tracking:

A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. As they are completed, paved streets will be swept as needed to remove any excess muck, dirt, or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

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TIMING OF CONTROLS/MEASURES

Installation of silt fence barriers (around wetlands) and stabilized construction entrance will be constructed prior to extensive clearing or grading of any other portions of the site. Areas where construction activity temporarily ceases for more than 21 days will be stabilized with a temporary seed and mulch within 14 days of the last disturbance. Once construction activity ceases permanently in an area, that area will be stabilized with permanent sod, seed and mulch, landscaping, and/or other equivalent stabilization measures (e.g., rip-rap, geotextiles). After the entire site is stabilized, the silt fence barriers can be removed.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The storm water pollution prevention plan reflects the United States Environmental Protection Agency and the South Florida Water Management District (SFWWD) requirements for storm water management and erosion and sediment control, as established in the Chapter 40E-4 FAC and Chapter 373 FS.

MAINTENANCE/INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.

- All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater.
- All measures will be maintained in good working order; if a repair is necessary, it shall be corrected as soon as possible, but in no case later than 7 days after the inspection.
- Built up sediment will be removed from silt fence when it has reached one-half the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- Temporary seeding and permanent sodding and planting will be inspected for bare spots, washouts, and healthy growth.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.
- The Owner will appoint one individual who will be responsible for inspections, maintenance and repair activities, and for completing the inspection and maintenance reports.
- Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

Non-Storm Water Discharge

It is expected that the following non-storm water discharges will occur from the site during the construction period:

- Water from water line flushings.
- Pavement wash waters (when no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation).
- All non-storm water discharges will be directed to the storm water management facilities prior to discharge.

INVENTORY FOR POLLUTION PREVENTION PLAN

The materials or substances listed below are expected to be present onsite during construction:

- Concrete
- Detergents
- Paints (enamel and latex)
- Metal Studs
- Asphalt
- Roofing Shingles
- Fertilizers
- Petroleum Based Products
- Cleaning Solvents
- Wood
- Masonry Block
- Clay or concrete bricks

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SPILL PREVENTION

Material Management Practices

The following are the materials management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

Good Housekeeping:

The following good housekeeping practices will be followed onsite during the construction project:

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers, and if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturers' recommendations for proper use and disposal will be followed.
- The site superintendent will inspect to ensure proper use and disposal of materials onsite.

Hazardous Products:

These practices are used to reduce the risks associated with hazardous materials:

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products:

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which will be clearly labeled. Any asphalt substances used onsite will be applied in accordance with the manufacturer's recommendations and standard construction practices.

Fertilizers:

Fertilizers will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Paints:

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturers' instructions and/or state and local regulations.

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SPILL PREVENTION (Continued)

Spill Control Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup.

- Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include--but not be limited to--rags, gloves, goggles, kitty litter, sand, and plastic and metal trash containers specifically for this purpose.
- All spills will be cleaned up as soon as possible after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state or local government agency, regardless of the size.
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- The Contractor's site superintendent will be responsible for the day-to-day site operations and will be the spill prevention and cleanup coordinator. He will designate at least two other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and in the office trailer onsite.

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URBAN STORMWATER MANAGEMENT PROGRAM
For Avalon of Naples

1.0 Introduction

This document provides details of the Urban Stormwater Management Program for the Avalon of Naples community located in Collier County. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMP's) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of the Avalon of Naples community and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; (5) construction activities. A discussion of each of these activities is given in the following sections.

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2.0 Nutrient and Pesticide Management

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent waterbodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

Each homeowner must commit themselves to the practice of responsible and careful landscape design and maintenance of each lot to prevent contamination of surface waters. The guidelines included in this section are intended to help homeowners make educated environmental choices regarding the maintenance of individual yards within the community. These maintenance and management guidelines are meant to promote an attractive neighborhood that preserves the health of adjacent waterways and environmental features.

2.1 General Requirements

A landscape plan must be developed for each residence. The plan must be comprehensive in nature and follow the landscape design guidelines established by the Homeowners Association and must promote revegetation of each lot as quickly as possible.

Commercial applicators of chemical lawn products must register with the Homeowners Association annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with applicable education and licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and individual lot owners are permitted to apply chemicals within the property on a private lot. All chemical products must be used in accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes or ponds.

2.2 Nutrient Management Program

Management and application of nutrients and fertilizers in the Avalon of Naples community will adhere to the following guidelines:

A. All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.
B. No fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label (as defined by Chapter 576, Florida Statutes) shall be applied to turf grass unless justified by a soil test.
C. Fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied within 5 feet of the edge of water or within 5 feet of a drainage facility.
D. All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.
E. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through an irrigation system within 10 feet of the edge of water or within 10 feet of a drainage facility.
F. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through high or medium mist application or directed spray application within 10 feet of the edge of water or within 10 feet of a drainage facility.

2.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
B. Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should remove no more than one-third of the leaf blade, and those cuttings should remain on the lawn to decompose.
C. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
B. Must have the minimum potential for leaching into groundwater or loss from runoff
C. Products must be EPA-approved
D. The half-life of products used shall not exceed seventy (70) days

3.0 Street Sweeping

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before wash-off of these pollutants can occur during a storm event. This practice reduces the potential for pollution impacts on receiving water bodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program for Avalon of Naples is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

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Street sweeping operations will be performed in Avalon of Naples at a minimum frequency of one event every other month. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

4.0 Solid Waste Management

In general, solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Maintenance of adequate sanitary facilities for temporarily storing refuse on private premises prior to collection is considered the responsibility of the individual homeowner. Local requirements for refuse collection will be brought to the attention of every homeowner at closing for the sale of the property. Information will be distributed as necessary stating specifications for containers, separation of waste by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales and street gutters. All homeowners will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

5.0 Stormwater Management and Treatment System

The stormwater management system for the Avalon of Naples community is designed to maximize the attenuation of stormwater generated pollutants prior to discharge to the off-site wetland systems. Operational details and maintenance requirements of the various system components are given in the following sections.

5.1 Stormwater Inlets, Pipes and Culverts

The grates should be unobstructed and the bottom, inside the inlet, should be clean. Check for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

5.2 Swales and Grassed Water Storage Areas

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be regraded and/or revegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or regrading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sand bags, or other synthetic geotextile material.

Regular mowing of grass swales is essential. These areas also improve water quality by catching sediment and assimilating nutrients, and recharge the underground water table. Remove any undesirable exotic vegetation. Culverts underneath driveways should be checked for blockage, and, if necessary, flushed with a high-pressure hose. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

5.3 Ditches or Canals

Fill material, yard waste, clippings and vegetation, sediment, trash, appliances, garbage bags, shopping carts, tires, cars, etc. should be completely removed. Also check to make sure there are no dead trees or any type of obstructions which could block the drainage flow way.

Maintenance cleaning/excavation must be limited to the same depth, width and side slope as approved in the current permit. Making a ditch deeper or wider may trigger a need for a permit modification. Provisions must also be made to prevent any downstream silting or turbidity *(Contact the SFWMD Resource Compliance staff if you are unsure or need clarification.)* Be sure to dispose of all removed material properly so it won't affect any other water storage or conveyance system, environmental area, or another owner's property.

5.4 Outfall Structure (also called the Discharge Control Structure or Weir)

The outfall structure should be routinely inspected to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure should have a "baffle" or trash collector to prevent flow blockage and also hold back any floating oils from moving downstream. Elevations and dimensions should be verified annually with all current permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

5.5 Earthen Embankments (Dikes and Berms)

Check for proper elevations, width and stabilization. Worn down berms - especially if used by all-terrain vehicles or equestrian traffic – and rainfall – created washouts should be immediately repaired, compacted and re-vegetated.

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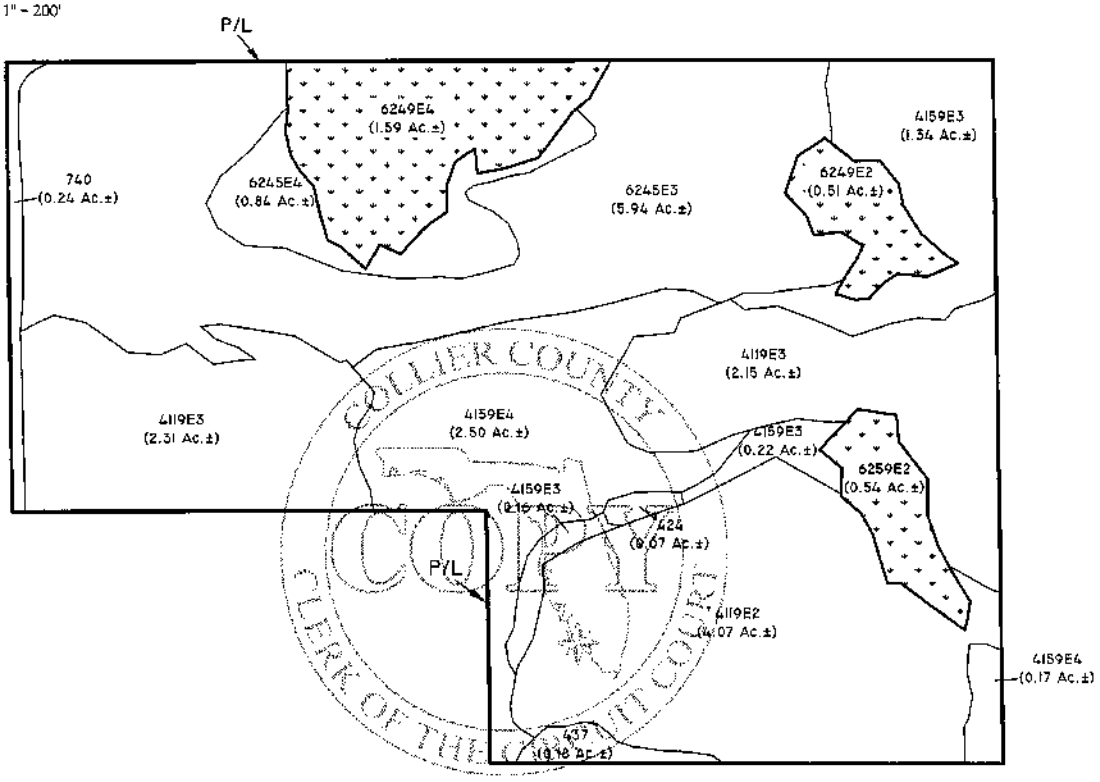
6.0 Construction Activities

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.

SCALE: 1" = 200'



LEGEND:

SFWMD WETLANDS
(2.64 Ac.±)

SURVEYED WETLAND LINE

FLUCFCS CODE	DESCRIPTION	ACREAGE	% OF TOTAL
4119 E2	PINE FLATWOODS, DISTURBED (25-49% EXOTICS)	4.07 Ac.±	17.8%
4119 E3	PINE FLATWOODS, DISTURBED (50-75% EXOTICS)	4.46 Ac.±	19.5%
4159 E3	PINE, DISTURBED (50-75% EXOTICS)	1.72 Ac.±	7.5%
4159 E4	PINE, DISTURBED (76-100% EXOTICS)	2.67 Ac.±	11.7%
424	MELALEUCA	0.07 Ac.±	0.3%
437	AUSTRALIAN PINE	0.18 Ac.±	0.8%
6245 E3	CYPRESS, PINE, CABBAGE PALM, DISTURBED AND DRAINED (50-75% EXOTICS)	5.94 Ac.±	26.0%
6245 E4	CYPRESS, PINE, CABBAGE PALM, DISTURBED AND DRAINED (76-100% EXOTICS)	0.84 Ac.±	3.7%
6249 E2	CYPRESS, PINE, CABBAGE PALM, DISTURBED (25-49% EXOTICS)	0.51 Ac.±	2.2%
6249 E4	CYPRESS, PINE, CABBAGE PALM, DISTURBED (76-100% EXOTICS)	1.59 Ac.±	7.0%
6259 E2	HYDRIC PINE, DISTURBED (25-49% EXOTICS)	0.54 Ac.±	2.4%
740	DISTURBED LAND	0.24 Ac.±	1.1%
	TOTAL	22.83 Ac.±	100.0%

NOTES:

FLUCFCS LINES ESTIMATED FROM 1"=200' AERIAL PHOTOGRAPHS AND LOCATIONS APPROXIMATED.

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

UPLAND/WETLAND LIMITS WERE APPROVED BY THE SFWMD ON JUNE 2, 2014.

SURVEYED WETLAND LINES PER RWA ENGINEERING DRAWING NO. DAVIS RESERVE WETLANDS-TRANSECTS.DWG DATED AUGUST 8, 2014.

PROPERTY BOUNDARY PER RWA, INC. DRAWING NO. 140013.00.01 D001 REV02.DWG DATED APRIL 28, 2014.

FIGURE 3. FLUCFCS AND WETLANDS MAP
AVALON OF NAPLES

	DRAWN BY	DATE
	D.B.	4/30/14
	REVIEWED BY	DATE
	M.A.M.	4/30/14
	REVISED	DATE
		8/11/14

PASSARELLA & ASSOCIATES INC
Consulting Ecologists

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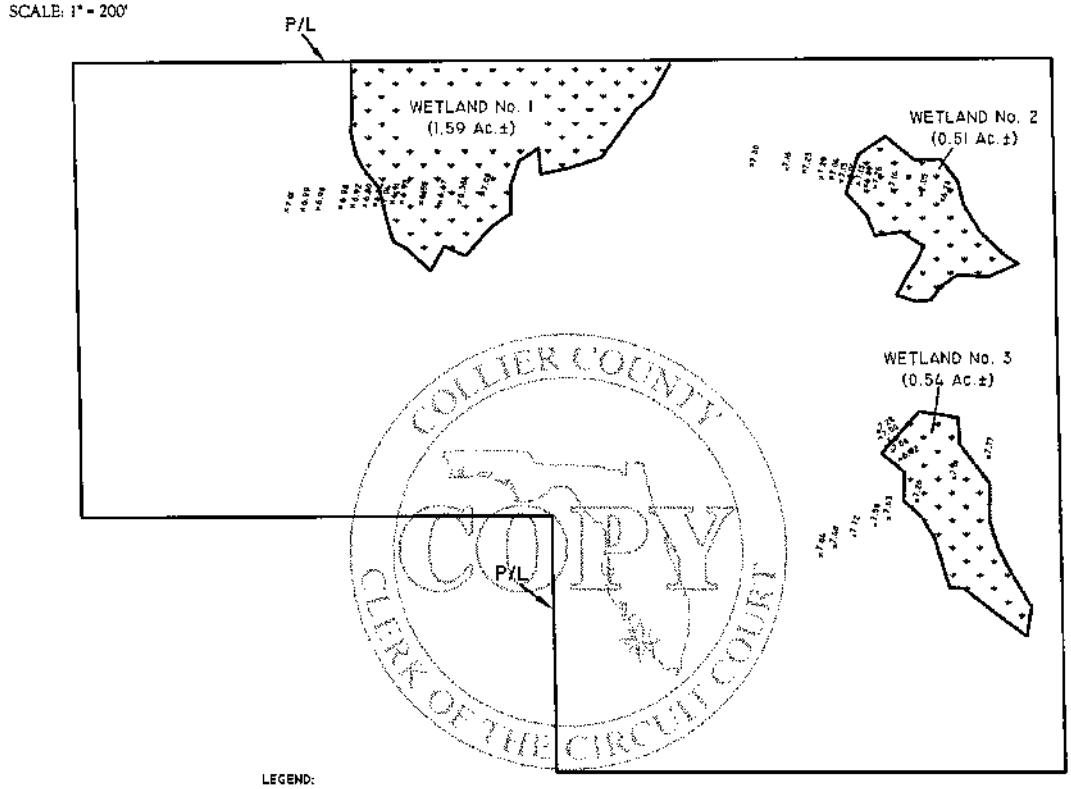

LEGEND:

SFWMD WETLANDS (2.84 Ac.±)

SURVEYED WETLAND LINE

TOPOGRAPHIC POINT AND ELEVATION (NAVD88)

WETLAND NO.	ACREAGE
1	1.59 Ac.±
2	0.51 Ac.±
3	0.54 Ac.±
TOTAL	2.84 Ac.±

NOTES:

PROPERTY BOUNDARY PER RWA, INC. DRAWING NO. 14.0013.00.01 0001 REV02.DWG DATED APRIL 28, 2014.

UPLAND/WETLAND LIMITS WERE APPROVED BY THE SFWMD ON JUNE 2, 2014.

SURVEYED WETLAND LINES AND TOPOGRAPHIC INFORMATION PER RWA ENGINEERING DRAWING NO. DAVIS RESERVE WETLANDS-TRANSECTS.DWG DATED AUGUST 6, 2014.

FIGURE 4. SFWMD WETLAND TOPOGRAPHIC MAP
AVALON OF NAPLES

DRAWN BY	DATE
D.B.	10/8/14
REVIEWED BY	DATE
B.B.	10/8/14
REVISED	DATE

PASSARELLA & ASSOCIATES, INC.
Consulting Ecologists

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Application No. 141023-17
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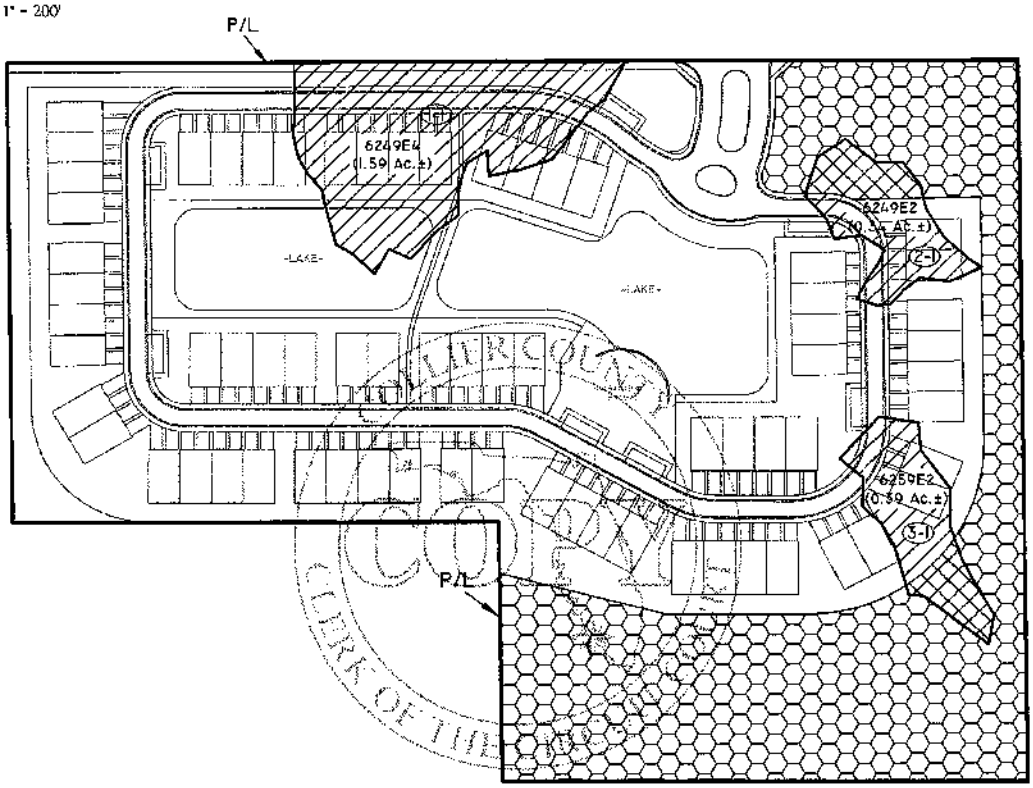
SCALE: 1" = 200'



LEGEND:

- SECONDARY WETLAND IMPACT (0.32 Ac.±)
- SFWMD WETLAND IMPACT (2.32 AC.±)
- UPLAND PRESERVE (5.29 AC.±)
- SURVEYED WETLAND LINE
- (2-1) WETLAND IMPACT POLYGON NUMBER (TYP.)

FLUCFCS CODES	SECONDARY WETLAND IMPACT	WETLAND IMPACT	TOTAL
6249 E2	0.17 Ac.±	0.34 Ac.±	0.51 Ac.±
6249 E4	-	1.59 Ac.±	1.59 Ac.±
6259 E2	0.15 Ac.±	0.39 Ac.±	0.54 Ac.±
TOTAL	0.32 Ac.±	2.32 Ac.±	2.64 Ac.±

NOTES:

SITE PLAN PER RWA, INC. DRAWING NO. ACAD-SITE PLAN.DWG DATED SEPTEMBER 24, 2014.

FLUCFCS LINES ESTIMATED FROM 1"=200' AERIAL PHOTOGRAPHS AND LOCATIONS APPROXIMATED.

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

UPLAND/WETLAND LIMITS WERE APPROVED BY THE SFWMD ON JUNE 2, 2014.

SURVEYED WETLAND LINES PER RWA ENGINEERING DRAWING NO. DAVIS RESERVE WETLANDS-TRANSECTS.DWG DATED AUGUST 8, 2014.

PROPERTY BOUNDARY PER RWA, INC. DRAWING NO. 140013.00.01 0001 REV02.DWG DATED APRIL 28, 2014.

MWRAP POLYGON ID MAP
AVALON OF NAPLES

DRAWN BY	DATE
H.H.	10/14/14
REVIEWED BY	DATE
B.B.	10/14/14
REVISED	DATE
F.L.	11/12/14

PASSARELLA & ASSOCIATES, INC.

Exhibit No. 3.2
Application No. 141023-17
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