

Prepared by and Return to:
Brittany Cowan, Esquire
Adamczyk Law Firm, PLLC
9130 Galleria Court, Suite 201
Naples, Florida 34109

CERTIFICATE OF RECORDING

**DECLARATION OF CONDOMINIUM
OF FIELDSTONE VILLAGE, A CONDOMINIUM**

**ARTICLES OF INCORPORATION
OF
FIELDSTONE VILLAGE CONDOMINIUM ASSOCIATION, INC.**

**BYLAWS
OF
FIELDSTONE VILLAGE CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING to the Declaration of Condominium of Fieldstone Village, a Condominium, the Articles of Incorporation of Fieldstone Village Condominium Association, Inc., and the Bylaws of Fieldstone Village Condominium Association, Inc. is made and executed this 18th day of March, 2022, by Fieldstone Village Condominium Association Inc., a Florida not-for-profit corporation (the "Association").

WHEREAS, the original Declaration of Condominium of Fieldstone Village, a Condominium, the Articles of Incorporation of Fieldstone Village Condominium Association, Inc., and Bylaws of Fieldstone Village Condominium Association, Inc. were recorded at Official Records Book 1809, Page 001147 *et seq.*, in the Public Records of Collier County, Florida, (hereafter referred to as the "Governing Documents");

WHEREAS, the Association desires to amend and restate the Governing Documents; and

WHEREAS, the Association hereby certifies that a quorum of the voting interests of the entire membership of the Association were present in person or by proxy at the annual meeting of the members on February 8, 2022, and the Amended and Restated Declaration of Condominium for Fieldstone Village was approved by a proper percentage of the Association's voting interests, the Amended and Restated Articles of Incorporation of Fieldstone Village Condominium Association, Inc. were approved by a proper percentage of the Association's voting interests, and the Amended and Restated Bylaws of Fieldstone Village Condominium Association, Inc. were approved by a proper percentage of the Association's voting interests.

WITNESSES (TWO):

[Signature]
Signature

Yllen Mathey.
Printed Name

[Signature]
Signature
Brittany Conan
Printed Name

FIELDSTONE VILLAGE CONDOMINIUM
ASSOCIATION, INC.

[Signature]
By: Earl W. Harter, Jr.

Title: President

Date: 3/18/22

STATE OF Florida
COUNTY OF Collier

BEFORE ME, the undersigned authority, appeared Earl W. Harter, Jr., President of FIELDSTONE VILLAGE CONDOMINIUM ASSOCIATION, INC, personally known to me or provided IN DRIVER LICENSE identification, and who acknowledged before me that being duly authorized and executed the foregoing Certificate of Recording as the authorized agent for said corporation and that the same is the free act and deed of said corporation, and who did take an oath.

SWORN TO AND SUBSCRIBED before me this 18th day of March, 2022.

[Signature]
Notary Public
Brittany Tollett
(Printed Name of Notary)
My Commission Expires:



Prepared By and Return To:

Brittany Cowan, Esq.
Adamczyk Law Firm, PLLC
9130 Galleria Court, Suite 201
Naples, Florida 34109

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

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

FOR

FIELDSTONE VILLAGE, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the original Declaration of Condominium of Fieldstone Village, a Condominium (hereinafter the "Condominium") was recorded in Official Record Book 1809, at Page 1147, *et. seq.*, of the Public Records of Collier County, Florida. That Declaration of Condominium, and any amendments thereto, is hereby further amended and is restated in its entirety.

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

2. **NAME AND ADDRESS.** The Name of this condominium is Fieldstone Village, a Condominium. The official corporate address for the Condominium is stated in the Association's Articles.

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

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

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

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

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

(a) 4.3.1 General Assessments, which include, but are not limited to, each Unit Owner's annual share of funds required for the payment of General Common Expenses as determined in accordance with this Declaration;

(b) 4.3.2 Special Assessments, which include any General Common Expenses levied by the Board, in addition to the Annual Assessment, for unforeseen or unbudgeted expenses, as more particularly set forth in sections 9 and 10 of this Declaration;

(c) 4.3.3 Specific Assessments, which include any cost or expense incurred by the Association in connection with a violation of the Condominium Documents or Master Documents by a specific Unit Owner(s), or an Owner's lessee, family, guests or invitees, and which are assessed by the Association against that specific Unit Owner(s) and the Unit, as further provided herein; and

(d) 4.3.4 Capital Improvement Assessments, which are amounts levied against each Owner and Unit, representing the allocated portion of the costs incurred for acquisition, installation, construction or replacement of any capital improvements within the Common Elements, and which is not a General Common Expenses incurred for necessary maintenance, repairs and replacements.

4.4 Association means Fieldstone Village Condominium Association, Inc., a Florida corporation not for profit, the entity organized under the laws of the State of Florida to manage and operate the Condominium.

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

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

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

4.8 Club Common Areas shall mean and refer to all real property, easements, and improvements thereof owned, contracted for, or leased or otherwise held by Wilshire Lakes Master Association, Inc., for the common use and enjoyment of its members. Club Common Areas include, but are not limited to, the club facility (which shall refer to the clubhouse, other recreational facilities and improvements constructed thereon as provided for in the Planned Unit Development Ordinance No. 90-56 for Wilshire Lakes), conservation lands, lakes, roadways, and gatehouse.

4.9 Common Elements mean and refer to all of the Land submitted to condominium ownership, other than the Units, and as further defined in section 6 herein and/or shown on the Condominium Plat. Common Elements shall include the tangible personal property required for the maintenance of the Common Elements and the tangible personal property which is owned by the Condominium Association.

4.10 Common Expenses mean the expenses of administration, maintenance, operation, repair and replacement of the individual Condominium Property, or other expenses declared by the Association, the Declaration and the Bylaws to be Common Expenses and any other valid expenses or debts of the Condominium as a whole or the Association which are assessed against the Unit Owners, which as separate and distinct from common expenses which are incurred by the Foundation pursuant to the Master Documents.

4.11 Common Surplus means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements over the amount of the Common Expenses.

4.12 Condominium means that the portion of the Land within Wilshire Lakes described in Exhibit "A" as Fieldstone Village Complex attached hereto and the improvements thereon having been submitted to condominium ownership pursuant to the original declaration and all amendments thereto which added phases to the Condominium.

4.13 Condominium Building means a residential structure which comprises a portion of the Condominium Property within which Units are located.

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

4.15 Condominium Plat means and refers to the plot plan for the Condominium attached as Exhibit "B" to the original declaration recorded at O.R. Book 1809, Page 1200, *et. seq.*, Public Records of Collier County, and re-attached as Exhibit "B" to this Declaration

4.16 Condominium Property means the Land submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Units, Limited Common Elements and Common Elements, whether or not contiguous, and all easements

and rights appurtenant thereto intended for use in connection with the Condominium, subject to the limitations thereof and exclusions therefrom.

4.17 County means Collier County, Florida.

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

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

(a) One natural person.

(b) Two or more natural persons who commonly reside together as a single housekeeping Unit, each of whom is related by blood, marriage, or adoption to each of the others, and their custodial minor children.

(c) Two or more natural persons who commonly reside together as a single housekeeping Unit, not more than one (1) of whom is unrelated to the others by blood, marriage or adoption, and their custodial minor children.

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

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

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

(a) A federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in the State of Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company, licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida;

(b) The Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the Community as institutional lender;

(c) Such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit;

(d) Any "Secondary Mortgage Market Institution", including Federal National Mortgage Association or the Federal Unit Loan Mortgage Corporation, and such other Secondary

Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Unit.

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

4.23 Legal Fees mean:

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

(b) Court costs through and including all trial and appellate levels and post-judgement proceedings.

4.24 Limited Common Element means and refers to those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

4.25 Master Association or Wilshire Lakes means and refers to Wilshire Lakes Master Association, Inc., a Florida corporation not-for-profit, which is responsible for the maintenance and operation of the common properties within the Wilshire Lakes Project, as described in the Master Documents, and having its principal place of business in Collier County, Florida, its successors and assigns.

4.26 Master Documents or Founding Documents means and refers to the Declaration of Covenants, Conditions and Restrictions for Wilshire Lakes, Articles of Incorporation for Wilshire Lakes, the Bylaws of Wilshire Lakes, as recorded in Official Records Book 1681, Page 902, *et. seq.*, Public Records of Collier County, Florida, as amended, and as may be amended from time to time. The Master Documents or Founding Documents shall also include any Rules and Regulations for Wilshire Lakes, as same may be adopted or amended from time to time.

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

4.28 Primary Occupant means and refers to either the individual Owner(s) of record who is a natural person(s), or:

(a) An officer, director, stockholder or employee of an approved corporate Owner of record;

(b) A partner in or employee of an Owner that is a partnership;

(c) A fiduciary or beneficiary of an ownership in trust; or

(d) Occupants named or described in a lease, if approved in accordance with this Declaration.

4.29 Public Records means the Public Records of Collier County.

4.30 Unit or Condominium Unit means and refers to that portion of the Condominium Property which is subject to the exclusive ownership and is referred herein to each of the separate and identified Units delineated on the Condominium Plat.

4.31 Voting Interest means and refers to the voting rights distributed by the Association members pursuant to the Bylaws of the Association.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS.

5.1 Survey and Plot Plans. Attached to the original Declaration and in subsequent amendments thereto for addition of condominium phases, and herein designated as composite Exhibit "B", and incorporated by reference herein, are surveys of the Land and plot plans, which graphically describe the improvements in which Units are located, and which show all the Units including their identification numbers, locations and approximate dimensions and the Common Elements and Limited Common Elements. Each Unit in the Condominium shall be identified by a separate numerical designation as shown on Exhibit "B". The Condominium plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions.

5.2 Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries:

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

(i) Upper Boundaries: The horizontal plane of the unfinished lower surface of the ceiling of a Unit. In all Units located on the top floor, the upper boundary shall follow the contour of the interior unfinished surface of the drywall attached to the underside of the roof trusses.

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

(b) Perimeter Boundaries: The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the drywall walls bounding the Unit as depicted on the Condominium Plat extended to their intersections with each other and with the upper and lower boundaries.

(c) Interior Walls: No portion of the non-structural interior partition walls within a Unit shall be considered part of the boundary of a Unit.

(d) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, the perimeter boundaries shall extend to the interior unfinished surfaces of such apertures, and the frameworks thereof.

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

(i) all kitchen items and fixtures, including, but not limited to, ovens, refrigerators, freezers, trash compactors, sinks, ranges, cabinets, dishwashers and exhaust fans and ducts;

(ii) all bathroom and plumbing fixtures, including, but not necessarily limited to, sinks, tubs, showers, toilets, vanities, bidets, exhaust fans and ducts and medicine cabinets or other related storage;

(iii) all electrical and lighting fixtures, including but not limited to, outlets, switches, lamps, bulbs, outlet, switch, and control boxes, telephone outlets, circuit breakers, cable television or other communication jacks or outlets or circuit breaker panels;

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

(v) all pipes, ducts, wiring, facilities, cables and conduits of any kind, nature or type which service a particular Unit;

(f) Except for shared air conditioning condensate lines and shared drain lines, which repair and replacement shall be the responsibility of the Unit Owner(s), any utility lines which are located within a Unit and which provide service to more than one Unit shall be considered to be Common Elements, notwithstanding their physical location being within the Unit's boundaries. If a wall or roof surface overhangs or part of a Unit encroaches unto the Common Elements, the overhanging or encroaching specific portion of such Unit shall be a part of the Unit.

In cases not specifically covered in this section 5.2 or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit "B", hereto shall control in determining the boundaries of a Unit.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE.

6.1 Shares of Ownership. The Condominium contains sixty-two (62) Units. The Owner of each Unit shall also own a 1/62 undivided share in the Common Elements of the Condominium and the common surplus of the Association.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium Property, including without limitation the following:

(a) An undivided ownership share in the Land and other Common Elements of the Condominium and the common surplus of the Association, as specifically set forth in section 6.1 above.

(b) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.

(c) Membership and voting rights in the Master Association, which shall be acquired and exercised as provided in the Master Documents and further described in section 6.6 below.

(d) The exclusive right to use the Limited Common Elements reserved for the Unit, and the non-exclusive right to use the Common Elements.

(e) 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. An easement in airspace which is vacated shall be terminated automatically.

(f) Other appurtenances as may be provided in this Declaration and its exhibits.

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

6.4 Use and Possession. A Unit Owner is entitled to exclusive use and possession of his Unit. A Unit Owner is entitled to use the Common Elements in accordance with the purposes for which they are intended, but no use of the Unit or the Common Elements may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Condominium Property. No Unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use, occupancy, alteration, transfer and appearance of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and by rules and regulations adopted by the Association through its Board of Directors and the Master Documents.

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

become entitled to membership.

6.6 Master Association. Each Owner of a Unit is required to be a member of the Master Association pursuant to the Master Documents. The Master Association, manages, maintains, repairs and replaces the common areas, lakes, sidewalks, entrance and interior roadway systems, including any and all paving or asphaltting, signage, street lighting, water management and drainage facilities, conservation lands and buffer areas, fencing located on Master and/or Association common areas, club facility, amenities and infrastructure serving Fieldstone Village. The Master Association levies assessments and charges against all homeowners in Fieldstone Village in accordance with the Master Documents.

7. COMMON ELEMENTS: EASEMENTS.

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

(a) All portions of the buildings and other improvements on the Land outside the Units, including all Limited Common Elements.

(b) Easements through each Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other Units or the Common Elements.

(c) An easement of support in every portion of the Condominium which contributes to the support of a building.

(d) The fixtures and installations required for access and utility services to more than one Unit or to the Common Elements.

(e) Common parking areas, green areas, and other accessory or recreation areas.

7.2 Parking Spaces. Portions of the Condominium Property contain various vehicular parking spaces. All common uncovered parking spaces shall be Common Elements and the cost of maintenance and repairs of all common parking spaces is a Common Expense. Covered carport parking spaces that are assigned to each Unit, as further shown on Exhibit "B", shall be considered Limited Common Elements that are an appurtenance to and run with the title to the Unit. The Master Association shall maintain the roadways and paved parking spaces within Fieldstone Village, including but not limited to, paving, grading, and asphaltting, of all roadways.

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

easements.

(a) Easement of Support. There shall be an easement of support in every portion of a Unit which contributes to the support of any other Unit or Common Element or Limited Common Element.

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

(c) Utility Providers. Easements were reserved in the original declaration, and are hereby re-affirmed, for the respective utility providers under, though, across and over the Condominium Property as may be required from time to time for the construction, use, maintenance, and operation of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium. Such easements were granted to the Association with the power of assignment.

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

(e) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through and across sidewalks, streets, paths, drives, gates, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

(f) Natural Growth and Overhanging Troughs and Gutters. There shall be easements for overhanging natural growth of trees and shrubbery over the Unit, Common Elements and Limited Common Elements. There shall be easements for overhanging troughs and gutters, downspouts, and

the discharge therefrom of rainwater and the subsequent flow thereof over the Units, Common Elements and Limited Common Elements.

(g) Right of Entry. The Association, its officers, Directors, agents and employees, shall at all times have the right to enter a Unit at reasonable times for the purposes of inspecting the Common Elements, gaining access to the Common Elements, or making repairs or otherwise maintaining the Association Property, or to abate emergency situations which threaten damage to the Association Property or any part of it.

(h) Air Space. There shall be an exclusive easement for the use of the area of land and air space occupied by the air conditioning compressor, and the equipment and fixtures appurtenant thereto, situated in and/or Common Elements of the Condominium but exclusively serving and individually owned by the Owner of the Unit, as the same exist in and on the building (as shown on Exhibit "B"), which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

(i) Easement to Rebuild. In the event the multi-family structure is partially or totally destroyed and then rebuilt, the owners of the Condominium Units agree that encroachments of parts of the Common Elements or Limited Common elements or Units, as described above, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

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

8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain Common Elements have been reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their exclusive use is appurtenant, are as described in this Declaration and its recorded exhibits. The following Common Elements are hereby designated as Limited Common Elements:

(a) Air Conditioning and Heating Equipment. The air conditioning equipment located outside a Unit, including the compressors, compressor slabs and the coolant lines between such compressors and the Unit, shall be a Limited Common Element for the exclusive use of the Unit served thereby. The air conditioning equipment itself shall be owned, maintained, repaired, and replaced by each Unit Owner whose Unit is served thereby.

(b) Covered Parking Spaces/Carports. The areas shown on Exhibit "B" as covered

parking spaces or carports are assigned to and reserved for the exclusive use of the Unit Owner of the Unit adjacent thereto, which are Limited Common Elements to be maintained and repaired by the Association except for the paving, asphaltting, or grading of the paved parking spaces, which shall be maintained by the Master Association.

(c) Screened Porches or Lanais. Any porch or lanai attached to and serving exclusively that Unit shall be a Limited Common Element. No porch or lanai may be carpeted, covered, or enclosed in any way, without the prior written approval of the Board of Directors. The maintenance, repairs, replacements, and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the Owner. The maintenance, repairs, or replacement of the interior, the doors, flooring and screen enclosure in the lanai or porch areas shall be the responsibility of the Unit Owner.

(d) Others. Any area(s) labeled as a Limited Common Element on the Condominium Plat and contiguous to a Unit or identified as being appurtenant to a Unit, such as, but not necessarily limited to, screened lanais, terraces, or courtyards, storage areas or garages. Any part of the Common Elements that are connected to or exclusively serving a single Unit, and is specifically required in section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not. This paragraph includes all windows, including window frames and window glass, screens, or other transparent or translucent material, and all doors, including all door window glass, hardware, casings, and framings therefor, which shall be the Owner's responsibility to maintain, repair, replace, and insure.

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

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

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

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

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property or employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and

maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers, however, shall always retain the powers and duties provided in the Condominium Act.

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

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

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

9.7 Official Records. The Association shall maintain its official records as required by law, and the records shall be open for inspection and copying by members or their authorized representative(s) at all reasonable times, all as further provided in the Condominium Act. The right to inspect and make or obtain copies shall be at the expense of the member seeking copies.

9.8 Purchase of Units. The Association has the power to purchase one or more Units in the Condominium at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid assessments, or to take title by deed in lieu of foreclosure, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors without the need for authorization by the Unit Owners.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire title to property, real or personal, including Units in the Condominium as set forth in section 9.8 above, and to hold, lease, mortgage, and convey them shall be exercised by the Board of Directors.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, leased or otherwise encumbered by the affirmative vote of a

majority of the entire Board of Directors, without need for authorization by the Unit Owners.

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

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

9.13 Special Assessments and Material Alterations.

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

(b) Material Alterations. The Board shall also have the authority to levy a Special Assessment or otherwise approve funding for a material alteration of or significant addition to the Common Elements, without approval from the Members, provided such alteration does not involve a total expenditure of more than \$100,000.00 in any fiscal year. Any material alteration of the Common Elements that will cost more than \$100,000.00 in any fiscal year, whether funded by Special Assessment or other sources of funding, shall first be approved by at least fifty-one percent (51%) of the voting interests present and voting in person or by proxy at a Members meeting where a quorum is present. However, if work is reasonably necessary to protect, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect charges and Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both Annual Assessments for each Unit's share of the Common Expenses as set forth in the Association's annual budget, and Special Assessments for unusual, nonrecurring or unbudgeted expenses as further provided in section 9.13 above. The Association may also levy Specific Assessments against any individual Unit for any amounts, other than for Common Expenses, which are properly chargeable against such Unit under these Condominium Documents. Annual Assessments, Special Assessments, Specific Assessments, and any other charge properly levied by the Association shall collectively be referred to as "Assessments". The above-referenced Assessments and charges shall be levied, and payment enforced as provided in the Bylaws, and as

follows:

10.1 Common Expenses. Common Expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Association Property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. If the Association contracts for pest control within Units or cable or master antennae television programming services in bulk for the entire Condominium, provided this is no longer provided through the Wilshire Lakes Master Association, the cost of such services shall be a Common Expense, unless otherwise provided by the Florida Condominium Act.

10.2 Special Assessments. In addition to General Assessments, the Association by vote of the Board may levy Special Assessments for unbudgeted General Common Expenses, emergency operating needs, and other nonrecurring expenses for specific purposes that are deemed necessary by the Board. A Special Assessment shall become due and payable according to reasonable terms and conditions as set forth at the discretion of the Board. Special Assessments shall be levied and allocated in the same manner that General Assessments are allocated.

10.3 Specific Assessments. The Board may levy and assess any cost or expense incurred by the Association in connection with a violation of the Condominium Documents or Master Documents by a specific Unit Owner(s), or an Owner's lessee, family, guests or invitees, and which are assessed by the Association against that specific Unit Owner(s) and the Unit. These costs and expenses can include, without litigation, fees for pre-litigation legal notices and costs incurred by the Association to correct the improper or unauthorized conduct or act of a specific Unit Owner(s).

10.4 Capital Improvement Assessments. These are amounts levied against each Owner and Unit, representing the allocated portion of the costs incurred for acquisition, installation, construction or replacement of any capital improvements within the Common Elements, and which are not incidental to necessary maintenance, repairs and replacements. The Association's spending limits, and approval requirements are set forth in section 9.13(b) above.

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

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

10.7 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Whenever title to a Unit is transferred for any

reason, the new Owner is jointly and severally liable with the previous Owner for all Assessments, interest, late fees, attorneys' fees and costs which came due prior to the transfer and remain unpaid, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner. For the purposes of this paragraph, the term "previous Owner" does not include the Association if it acquires title to a delinquent Unit through foreclosure of its lien or by deed in lieu of foreclosure.

10.8 No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the Assessments are made, or by interruption in the availability of the Unit of the Common Elements for any reason whatsoever. Assessment invoices may be provided as a courtesy only and non-receipt is not a defense against timely payment. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in section 19.3 below as to certain mortgagees.

10.9 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon not paid on or before ten (10) days after the date due shall bear Interest at the highest rate allowed by law, calculated from the date due until paid. Assessments shall be deemed paid when received by the Association. The Association may also impose a late payment fee (in addition to Interest) not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each delinquent assessment, or to the extent permitted by the Condominium Act. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Regardless of any restrictive endorsement on or accompanying a payment, all payments made by or on behalf of a Unit Owner shall be applied first to Interest, then to late payment fees, then to costs (including but not limited to collection charges imposed by the management company, attorneys, and court) and attorney's fees, and finally to delinquent Assessments. No partial or disputed payments accepted by the Association shall be considered an "accord and satisfaction". No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any lessee occupying the Unit during any period in which Assessments for the Unit are delinquent to pay all rents to the Association until the Owner of the Unit is no longer delinquent, and the Association and lessee shall have the other rights and protections as further provided in section 718.116, Florida Statutes.

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

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

10.12 **Priority of Lien.** The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Condominium Act. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.13 **Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

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

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

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

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

(a) Maintenance and repair of all exterior walls of the buildings containing the Units, including the exterior walls, including front porch light fixtures on the exterior walls, but excluding the light fixtures located within the limited common element screened porch or lanai, excluding any EVSE charging stations or appurtenant EVSE charging equipment, and including concrete slabs contained within screened lanais and balconies, but excluding the screened enclosure itself which shall be the responsibility of the Unit Owner.

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

(c) Maintenance, repair and replacement of all facilities and improvements on the Common Elements and the Association Property, including parking spaces, driveways, amenities area, landscaping, streets, and drives.

(d) Maintenance, repair, and replacement of roofs covering the Units.

(e) The Association shall be responsible for painting the exterior portion of the entrance door to the Units.

(f) Any other improvements on the Condominium Property not specifically designated hereunder or in the Condominium Act to be the responsibility of the Unit Owners.

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

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

(a) All windows, windowpanes, window glass, screens and hardware.

(b) The interior side of the entrance door and all other doors within or affording access to the Unit, including all casings, framings, and hardware thereof, but excluding painting the exterior portion of the doors on the Units, which shall be the responsibility of the Association.

(c) The electrical, mechanical, and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or serving only the Unit, including lightbulbs.

(d) The circuit breaker panel and all electrical wiring going into the Unit from the panel.

(e) All appliances, including but not limited to dishwashers, laundry, refrigerators, ovens, stoves, water heaters, smoke alarms and vent fans.

(f) All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively, including any portions thereof which may be located outside of the boundaries of the Unit.

(g) Carpeting and other floor coverings, except for floor slabs.

(h) Shower pans.

(i) Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.

(j) All interior, non-structural partition walls (including all drywall) which do not form part of the boundary of the Unit.

(k) All interior portions of the lanai, and the screen and screen enclosure on the lanai attached to the Unit, including doors on the lanai or terrace attached to the Unit. The Owner is responsible for the wiring, electrical outlets, and fixtures, including replacement of any lightbulbs located in the limited common element screened porch or lanai.

(l) Owners shall not alter the exterior paint or walls on the exterior of the buildings, nor shall anything be affixed to the exterior of the Condominium Buildings.

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

(a) Building Exterior. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building and the concrete slabs. The Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a balcony, terrace, balustrade or railing, as part of an overall program

of maintenance and repair. It shall not be considered a material alteration for the Association to use a different tone or hue of paint. It shall not be considered a material alteration for an Owner to install an Association-approved video doorbell, partially or wholly on common elements, in accordance with the Association's specifications as to size, location, installation, approvals or otherwise, and in accordance with rules and regulations which may be adopted by the Board of Directors from time to time. No video doorbells may be installed without the prior written approval from the Board of Directors and/or Architectural Review Board.

(i) Unit Owners shall not affix anything to the building exterior, including any wiring for electrical or telephone, machine or air conditioning installations, paint or otherwise decorate, alter, or change the appearance of any portion of the exterior of the building, including the Common Elements, Limited Common Elements and the door or doors to the Unit unless approved as provided in this Declaration by the Association or an Architectural Review Board. Unit Owners shall also obtain approval from the Master Association's Architectural Review Board in accordance with section 7.04 of the Master Documents when necessary.

(ii) Unit Owners shall not cause or permit anything to be placed on the exterior walls of the buildings or placed on windows which are visible from the outside of the building, and no sign, canopy, shutter, decorative items, radio or television antennae shall be affixed to or placed upon the exterior walls or roof or any part of the Common Elements or Limited Common Elements unless approved as provided in this Declaration by the Association or an Architectural Review Board. Unit Owners shall also obtain approval from the Master Association's Architectural Review Board in accordance with section 7.04 of the Master Documents when necessary.

(iii) Unit Owners shall not remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, unless approved by the Association or an Architectural Review Board, in advance in writing. Unit Owners shall also obtain approval from the Master Association's Architectural Review Board in accordance with section 7.04 of the Master Documents when necessary.

(iv) Unit Owners shall not remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment, or appliance in or on an exterior Unit or building wall.

(v) Unit Owners shall not otherwise change, modify, or alter the exterior of any Unit, including but not limited to courtyards, lanais and balconies, or building so that it thereby differs in appearance from any other Units.

(b) Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, texturizing, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(c) Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, reflective film, or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.

(d) Modifications and Alterations. If a Unit Owner makes any modifications, alterations, installations or additions to his Unit or the Common Elements, the Unit Owner and his successors in title shall be financially responsible for the maintenance, repair and replacement of the modifications, installations, alterations, or additions, as well as the cost of repairing any damage to the Common Elements or other Units resulting from same, and any insurance that the Owner obtains, in his discretion. Alterations, modifications, installations and additions to the Unit and Common Elements (including any Limited Common Elements) must be approved in advance and in writing by the Board of Directors. The Board may establish an Architectural Review Board, its members to be made up of Directors and non-Directors, to review proposed changes, alterations, Units, including balconies and lanais. Proposed changes, alteration, repairs, and modifications shall be submitted to the Architectural Review Board in writing for approval at least five (5) days prior to a regularly scheduled meeting along with specific plans and the Architectural Review Board shall have thirty (30) days in which to approve or disapprove the requested alteration, change, repair or modification. If the Architectural Review Board denies an application, it shall be specific to the reasoning in its notice of denial. The Unit Owner and his or her successor in title shall be responsible for the costs of removing and replacing or reinstalling such modifications, installations, alterations, or additions if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the Condominium Property. In the event of conflict, the provisions of this paragraph shall control over other more general provisions herein. Unit Owners shall also obtain approval from the Master Association's Architectural Review Board in accordance with section 7.04 of the Master Documents when necessary.

(i) Electric Vehicle Service Equipment ("EVSE") Charging Stations. Notwithstanding any provision set forth herein to the contrary, the Board may adopt guidelines and specifications for the installation of electric vehicle service equipment ("EVSE") within the Condominium. EVSE may only be installed within an Owner's assigned parking space. Unit Owners must receive the written consent of the Board and Wilshire Lakes Master Association, if necessary, prior to installing any EVSE, and all EVSE installation must be in accordance with the Association's EVSE Specifications and any Wilshire Lakes' Rules and Regulations, and the Owner at the Owner's expense shall perform any restorative work requested by the Association.

(e) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property. The Unit Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes, and to indemnify the Association and its members from any construction liens which may attach to Common Elements, and which are attributable to work performed by or for the benefit of the Unit Owner. The Board may establish rules regarding

contractor access to the Condominium Property including rules regarding work hours and may require a Unit Owner to post a damage/cleaning deposit in advance of commencing any work.

11.4 Alteration of Units or Common Elements by Unit Owners. No Owner shall make or permit the making of any material alterations or substantial additions to his Unit or the Common Elements, including any landscaping thereon, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board of Directors. No Owner may alter the landscaping of the Common Elements in any way.

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

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

have the right to require such upgrades, replacements and improvements as a condition of approving any transfer contemplated by section 14 hereof.

11.7 Negligence: Damage Caused by Condition in Unit or Common Elements. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, invitees, or tenants. Each Unit Owner has a duty to maintain his Unit, any Limited Common Element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect, or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable for the damage. Neither Association nor any Unit Owner shall be liable for any damage to the real or personal property and any improvements or betterments thereof or any injury to any person caused by water intrusion into a Unit from another Unit or the Common Elements resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or Unit Owner is guilty of negligence or willful or wanton misconduct. The Board of Directors may establish a list of precautionary duties, in addition to those set forth in section 11.12 below, that each Unit Owner is responsible to perform designed to reduce the incidences of accidents that may cause damage to other Units or the Common Elements. Failure by the Unit Owner to perform said duties shall create a rebuttable presumption that the Unit Owner was negligent.

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

11.9 Pest Control. The Association may supply pest control within or around the Units with the cost thereof being part of the Common Expenses. Should it be necessary to treat the Unit(s) for

termite, each Unit Owner agrees to cooperate the Associate and vacate the Unit as is reasonably necessary to properly and safely complete the treatment.

11.10 Hurricane Shutters. Each Unit Owner who plans to be absent from his Unit during the hurricane season is responsible for preparing his Unit prior to their departure, which includes either shuttering the approved hurricane protection devices, or if no hurricane protection devices are installed on the screened porch or lanai, removing all furniture, potted plants and other movable objects, if any, from the lanai or screened porch. All furniture, potted plants and moveable objects shall also be removed from the limited common elements if a Unit Owner plans to be absent from his Unit during the hurricane season. Notwithstanding any provision set forth hereinabove to the contrary, the Board of Directors shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. Said standards may be more restrictive than those adopted by the Master Association. No hurricane shutter except for the standard model, color and style adopted by the Board of Directors shall be used in or upon the Condominium. All specifications adopted by the Board shall comply with the applicable building code. Notwithstanding any provision in the Condominium documents to the contrary, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specification adopted by the Board. The Board may, subject to the provisions of section 718.3026, Florida Statutes, and the approval of a majority of the total voting interests on the Condominium, install hurricane shutters and may maintain, repair, and replace such approved hurricane shutters, whether in or within Common Elements, Limited Common Elements, Units or Association Property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed on a Unit, the Board may not also install hurricane shutters on that Unit. The Board may operate shutters installed pursuant to these provisions without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium property and Association Property. The installation, replacement, operation, repair, and maintenance of such shutters in accordance with these provisions shall not be deemed a material alteration to the Common Elements or Association Property. The Board may operate shutters installed pursuant to these provisions without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium property and Association Property. The installation, replacement, operation, repair, and maintenance of such shutters in accordance with these provisions shall not be deemed a material alteration to the Common Elements or Association Property. Hurricane shutters may be installed in accordance with the Wilshire Lakes' governing documents.

11.11 Preparing Unit for Vacancy. In order to better protect the common elements, the Association shall have the right (but not the obligation) to require Unit Owners to adopt rules requiring Owners to take certain steps to prepare their Unit for any period of vacancy that exceeds thirty (30) days. At a minimum, the Board of Directors shall have the authority to require Unit Owners to remove potted plants from the exterior of the Unit, including the lanai and screened porch unless hurricane shutters are in place.

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

provisions, in addition to the rules and regulations adopted by the Board of Directors from time to time.

12.1 Ownership, Occupancy and Use of Units.

(a) Ownership. A maximum of two (2) Units may be owned by the same Unit Owner or any affiliate entity owned or controlled by that Owner.

(b) Occupancy and Use. Each Unit shall be occupied by only one Family, its household staff, and guests, as a residence and for no other purpose. Any person who occupies a Unit longer than thirty (30) days in any period of twelve (12) consecutive months will not be considered a guest and will instead be considered a tenant subject to approval as set forth in section 14 below, regardless of whether or not any consideration or payment is exchanged. No business or commercial activity shall be conducted in or from any Unit. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted in any Unit, except with the prior written approval from the Association. The use of a Unit as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use and is prohibited. Use of a portion of a Unit as a private office, so long as customers or clients are not visiting the Unit, shall not be a commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls, email or written correspondence in and from his Unit. Such uses are expressly declared customarily incidental to residential use. In no event shall occupancy of a Unit exceed two (2) persons per bedroom without prior written approval from the Association. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property.

12.2 Occupancy in Absence of Owner. If the Owner and his family who permanently reside with him are absent, and are not occupying it, and the Unit has not been leased, the Owner may permit his Unit to be occupied by his invitees only in accordance with the following:

(a) Any one (1) person related to a Unit Owner within the first degree by blood, adoption, or marriage, and that person's spouses and children, if any, are permitted to occupy the Unit in the absence of the Owner for a period not to exceed thirty (30) day. The number of occasions for this type of guest occupancy shall be limited to four (4) times in any twelve (12) month period.

(b) A Unit Owner may have additional guests that are not included within section 12.2(a) above occupy the Unit during his/her absence for a period not to exceed two (2) weeks consecutive or non-consecutive in any twelve (12) month period. This occupancy shall be limited to two (2) times in a calendar year.

(c) All overnight guests who are not accompanied by Unit Owners must be registered with the Association through its management company. The Owner shall submit the names of all houseguests, the length of their stay, and any other relevant information required by the Board,

including, but not limited to vehicle information, in writing to the Board of Directors or its designee. Further, the Association reserves the right to approve family members described in section 14.2(a) below, as if they were applying for occupancy as a new Owner or lessee under section 14 of this Declaration below, if the occupancy is for more than thirty (30) days in any calendar year.

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

12.4 Leasing and Guests.

(a) Term and Guests. Only entire Units may be rented provided the occupancy is only by the lessee and his family and guests. No rooms may be rented, and no transient tenants may be accommodated, and no subleasing or assignment of lease rights by the lessee or Unit Owner shall be allowed. No lease shall be for a period of less than thirty (30) days or one (1) month, or for more than twelve (12) months. No Unit may be leased more than four (4) times in any calendar year. No Unit may be used on a "time share" basis. Advertising a Unit for daily or weekly lease or license on websites such as Airbnb.com, Craigslist.com, Flip-Key, Tripping.com, House Trip, Luxury Retreats HomeAway, VRBO.com or other similar sites, regardless of whether the arrangements are classified or described as something other than a lease, is prohibited. All leases shall require advance written approval of the Association as provided in section 14 of this Declaration. Part of the review and approval process, as provided in section 14 shall give the Association the right to require a confidential background report, the cost of which shall be charged to the lease applicant, for all lease applicants and occupants over the age of eighteen (18), whether for a new lease application or any renewal or extension of an existing lease hereunder. Renewals and extensions are considered new leases that require written approval of the Association. Approved lessees may not have Guests occupy the leased Unit when the lessee is not in the residence.

(b) Regulation by Association. All of the provisions of the Master Documents, Condominium Documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or Guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Documents, designating the Association as the Owner's agent with the authority under Chapter 83, Florida Statutes, to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. Further, Owners and their tenants are jointly and severally liable for fines levied by the Association and for reasonable attorney's fees and costs incurred by the Association to enforce these provisions.

(c) Fees and Deposits for the Lease of Units. In connection with the Board's right to approve all leases in accordance with section 14 below, the Association may charge the Owner a fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require any security deposits that are authorized by the Condominium Act which shall protect against damage to the Common Elements or Association Property. A separate fee may be charged for each person who is intending to occupy the Unit under the lease except that only a single fee may be charged to a husband and wife and no extra fee may be charged for minor children.

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

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

12.7 Pets. The keeping of pets is a privilege not a right. A maximum of two (2) domestic animals such as a dog or cat may be kept in a Unit by Unit Owners. A reasonable number of fish or birds may be kept in a Unit so long as they do not become a nuisance or source of annoyance. Keeping of pets or animals for breeding or farming purposes is prohibited. Exotic pets, including snakes and reptiles, are prohibited. No dangerous or vicious breeds will be allowed on Condominium Property. The keeping of pets shall also comply with following conditions:

- (a) No pets shall be allowed in leased Units.
- (b) Pets shall be on a leash and under control when outside the Owner's Unit. No pets shall be permitted in the pool area, leashed or unleashed.
- (c) Messes made by pets shall be removed by Owners or handlers immediately. The Board will designate the portions of the Condominium Property that will be used to accommodate the reasonable requirements of Unit Owners who keep pets.
- (d) Pets that are vicious, aggressive, noisy, or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the pet, and the pet shall be removed from the Condominium Property within five (5) days.

(e) The Board shall have the sole discretion to determine whether a pet is a dangerous or vicious breed or otherwise an unreasonable threat to other residents.

(f) If any pet exhibits any documented aggressive and/or vicious behavior, the Board will send one (1) violation letter to the Owner of the animal. If a second documented incident with the pet occurs, the Board reserves the right to permanently remove the animal.

(g) Owners may not leave pets unattended in screened porches, lanais, common areas, or on balconies where their noise may bother others.

(h) Any Unit Owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each Unit Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Condominium.

12.8 Parking; Prohibited Vehicles. Each Unit is permitted three (3) permanent vehicles on a permanent basis, subject to the restrictions set forth herein and as may be adopted by the Board of Directors from time to time. No motor vehicle shall be parked on the Condominium Property except in such areas intended for that purpose. Parking in unpaved areas and the roadway overnight is prohibited. Parking or driving on landscaped areas is prohibited. The costs incurred by the Association to repair any damage to the landscaped areas caused by an Owner, his guest, invitee, tenant, vendor, or licensee due to driving or parking on a landscaped area shall be a Specific Assessment and lien against the Unit Owner's Unit if not paid upon demand. Additional parking spaces are located at the parking lot in front of the pool house and are to be used by Owners on a short-term basis when at the pool or accessing the mailboxes. Owners and occupants may park in guest spaces for short periods only. No vehicle owned by an Owner or occupant may be parked in a guest space overnight. The Board of Directors may adopt reasonable rules pertaining to the use and regulation of the guest parking spaces. Owners and occupants may park their vehicles in another Owner's designated parking space only with the explicit written permission of that Owner. Trailers, boats, recreational vehicles, motor homes, campers, disabled vehicles, vehicles with missing vehicle body parts, vehicles with missing or expired tags, and commercial vehicles of whatever type, other than service vehicles temporarily present on business, shall not be parked on the Condominium Property. No truck with a dual axle or extended wheelbase or other improvements which modify a truck beyond its originally intended purpose as a family or household vehicle shall be permitted. No truck or other vehicle which has been modified to have a larger footprint or to be taller than as "factory equipped" shall be permitted. No full-size vans shall be permitted. Small mini vans that are designated to seat no more than eight (8) passengers and which are designed for and equipped solely as private passenger vehicles that otherwise comply with the requirements of this section shall be permitted. Commercial vehicle as used herein means any vehicle that displays any signage, tools, or equipment which is of a commercial nature or any vehicle, with or without signage, tools or equipment that is primarily designed to be used for commercial purposes. Motorcycles are not permitted on the Condominium Property. The Association is authorized to tow or place a disabling "boot" on any vehicle violating this section, the rules or regulations, a law or any other restriction

contained in the Condominium Documents and the cost of towing and/or booting shall be the obligation of the Owner of the vehicle. No maintenance or repairs of vehicles shall be performed anywhere on the Condominium Property, with the only exceptions being battery charging or replacing a flat tire.

12.9 Nuisances. No Owner shall use his Unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first-class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. No immoral, improper, offensive, or unlawful use shall be made of the Association Property nor of any Unit or any part thereof. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. Examples of activity that would constitute a "nuisance" include (but is not limited to) the following: a) loud, consistent noises; b) obnoxious odors; c) conditions creating or attracting an infestation of pests or rodents; and d) frequent domestic disturbances causing the arrival of emergency or police vehicles.

12.10 Signs and Flags. Owners shall comply with the Condominium Documents and Master Association's governing documents as they may be amended from time to time, with respect to all signage. No person may post or display "For Sale", "For Rent", "Open House", other similar signs or any other signs of whatever type anywhere on the Condominium Property, including but not limited to posting or placing a sign in a Unit window, in or on a vehicle on Condominium Property or on a lanai without prior written approval from the Board of Directors. Any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4.5ft by 6ft, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

12.11 Use of Common Elements. Common walkways, hallways, and other Common Elements shall not be obstructed, littered, defaced, or misused in any manner. Porches, lanais, walkways, windows, and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

12.12 Satellite Dishes/Antennas. Satellite dishes and antennas are prohibited on any portion of the Common Elements. Satellite dishes or antennas may be installed in the Unit or on Limited Common Elements in accordance with the Telecommunications Act of 1996 as amended, and further subject to reasonable architectural criteria adopted by the Association and section 7.06 of the Master Documents, as may be amended from time to time.

12.13 Landscaping. The landscape maintenance company contracted by the Association will be responsible for necessary maintenance and replacement of landscaping and existing plantings. Owners (and their family members, guests, tenants, and invitees) shall refrain from

performing any landscaping or plantings on the Condominium Property and shall refrain from interfering with the Association's contracted landscape company.

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

12.15 Outdoor Cooking. The use of outdoor cooking equipment and grills shall be strictly governed by applicable local laws and fire codes and must be a minimum of ten (10) feet away from the exterior walls of the building. Residents may use any outdoor cooking equipment that may be installed in the common areas by the Association, subject to the Association's rules and regulations and applicable local laws. No grilling, hibachi, fire pit or other similar device fueled by charcoal, wood or gas is permitted on lanais, porches, or balconies.

12.16 Fireworks. The use of fireworks as defined in section 791.01, Florida Statutes, within the Condominium Property is prohibited except during designated holidays and subject to reasonable rules and regulations adopted by the Board of Directors from time to time. Designated holidays shall include New Year's Day (January 1), Independence Day (July 4) and New Year's Eve (December 31). Fireworks may only be used on the designated holidays and can commence on the designated holiday at dusk and must conclude no later than 1:00 a.m. For example, if the designated holiday is July 4, the designated holiday ends at 11:59 on July 4 and fireworks must conclude no later than 1:00 am on July 5. Any Owner or other resident that uses fireworks on the designated holidays is obligated to promptly clean up any fireworks or any debris left from fireworks on the Condominium Property. Any Owner or other resident who uses fireworks on the designated holidays shall hereby indemnify and hold the Association free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the use of fireworks within the Condominium Property. Any expenses incurred by the Association to repair or replace Condominium Property, including any personal property owned by the Association, or Common Areas so damaged shall be billed directly to the responsible Owner and shall be an individual assessment, secured by a lien against the Unit as provided in section 10 above.

12.17 Drones. Drones with cameras shall not be used to record privately owned Condominium Units. A person with an appropriate professional license shall be permitted to use a drone to record footage or images of the Condominium Property only with advance written permission from the Association. Drones flown for recreational usage shall remain below 400 feet and within the sight of the operator at all times. Drones shall not be landed on terraces, courtyards, balconies, lanais or anywhere on the Condominium Property that is not designated by the Association as an approved drone landing site. Deliveries by drones are permitted only on weekdays between 9:00 a.m. and 4:00 p.m. Residents who order a drone delivery are deemed to have agreed to indemnify the Association for damage to persons or property in connection with the delivery.

12.18 Ad Valorem Taxes.

(a) The Unit Owners shall be responsible for the payment of ad valorem taxes and any Wilshire Lakes Community Development District taxes, if applicable, assessments or charges to the

Property Tax Collector of Collier County, Florida, or such other future legally authorized governmental officer of authority having jurisdiction over the same. Nothing herein contained shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities for the valuations herein prescribed, and each Unit Owner shall pay such ad valorem taxes and special assessments as are separately assessed against his Condominium Unit.

(b) For purposes of ad valorem taxation, the interest of the Owner of a Condominium Unit in his Unit and in the Common Elements shall be considered as a Unit. The value of said Unit shall be the fractional portion of the value of the entire Condominium including land and improvements, as has been assigned to said Unit in section 6 herein.

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

(a) To declare any portion of the Condominium Property unavailable for occupation or use by Owners, tenants, or guests after casualty, medical crisis, or other state of emergency, including during the rebuilding process. Such decision by the Board shall be made only, if necessary, to protect the health, safety, or welfare of the Association, Owners, tenants or guests.

(b) To mitigate damage and take action to prevent the spread of fungus, mold, mildew, etc. by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items). The Association shall secure payment for same as a charge and Specific Assessments against the Unit.

(c) To remove a Unit Owner's personal property from the Unit and to store same at an off-site facility. The Association shall secure payment for same as an Assessment and Specific Assessment against the Unit.

(d) To contract on behalf of Unit Owners for items for which the Owner is responsible, but which may be necessary to prevent further damage. Without limitation, this includes dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Association shall secure payment for same as a Specific Assessment against the Unit.

(e) To, regardless of any other provision of this Declaration or the governing documents, take such action as may reasonably appear to be necessary under emergency conditions, including a medical crisis or other state of emergency. This authority includes the authority to expend any and all available association funds, including reserves, levy special assessments for heightened cleaning costs related to an Owner's (or his tenant, occupant, guest, invitee and/or licensee) behavior in the midst of a medical crisis, delay any prospective purchaser and/or tenant's move-in date in the midst of a medical crisis or other state of emergency, suspend rental activity in the midst of a medical crisis,

and suspend any interior alterations or improvements in a Unit or the Property in the midst of a medical crisis.

(f) To implement a disaster plan prior to, during or after an impending casualty, medical crisis or other state of emergency including, but not limited to, shutting down electricity, security systems, and air conditioners or closing common amenities and facilities.

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

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

13.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness or by that of any employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

13.2 Costs and Legal Fees. Any Unit Owner who fails or refuses to correct threatening, harassing or nuisance conduct, or such other violation of the Condominium Documents, following written warning and a reasonable opportunity to comply, shall be responsible for legal fees and expenses incurred by the Association to compel compliance. Said fees and expenses shall include pre-litigation demands and notices sent by the Association's attorney and shall be a Specific Assessment and lien against the Unit Owner's Unit if not paid upon demand. Further, the prevailing party in any action or proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Master Documents or Condominium Documents, and any and all rules and regulations or guidelines adopted pursuant thereto, as they may be amended from time to time, shall be entitled to recover the attorneys', paralegals', expert witnesses', consultants', and other fees and all out-of-pocket costs actually incurred by that party at all arbitration, pretrial, trial and appellate levels, including those incurred in enforcing and excising such right of recover, in all cases, regardless of whether such costs are not specifically taxable, within the court's discretion to tax or generally considered to not be taxable.

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

Condominium Act. The Association may suspend the voting rights of a Unit Owner or Member if they are more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation due to the Association which is more than \$1,000.

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

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

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

14.1 Transfers Subject to Approval.

(a) Sale. No Unit Owner may dispose of a Unit or any interest in any Unit by sale without advance written approval of the Association and Master Association.

(b) Lease. No Unit Owner may lease a Unit or convey any interest in any Unit by lease without approval of the Association.

(c) Gift. If any Unit Owner shall acquire his title by gift, the continuance of his Ownership of his Unit shall be subject to the approval of the Association or Master Association.

(d) Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his Ownership of his Unit shall be subject to the approval of the Association or Master Association.

(e) Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his Ownership of such Unit shall be subject to the approval of the Association or Master Association.

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

(a) Notice to Association.

(i) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Association written notice of such intention at least twenty (20) days prior to the intended closing date, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require including, without limitation, a copy of the executed sales contract.

(ii) Lease. All leases of a Unit must be in writing. A Unit Owner may only lease his Unit to a natural person. A Unit Owner intending to make a bona fide lease of his Unit for a lease term that complies with this Declaration shall give to the Board or its designee written notice of such intention at least thirty (30) days before the date of occupancy, together with the name and address of the intended lessee and such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(iii) Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

(iv) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring Ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or Ownership. Any lease entered into without approval or in violation of any of the provisions in section 14 herein shall, at the election of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent of such eviction from the Unit Owner.

(v) Interview. The Board of Directors may require a personal interview of the prospective Unit Owner or lessee as part of the required information.

(b) Certificate of Approval.

(i) Sale. If the proposed transaction is a sale, then within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association in recordable form, which shall be recorded in the public records of Collier County, Florida, at the expense of the purchaser.

(ii) Lease. If the proposed transaction is a lease which requires approval, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association and delivered to the lessee.

(iii) Gift, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be stated in a certificate in recordable form executed by the Association, which shall be recorded in the public records of Collier County, Florida, at the expense of the Unit Owner.

(c) Approval of Occupant. If the Unit Owner or purchaser is a corporation, partnership, trust or some other entity or two or more natural persons (other than husband and wife or domestic partners), or any combination thereof (even if only one natural person is involved), the approval of ownership shall be conditioned upon occupancy of the Unit by only a single Family as defined in this Declaration and the members of that single family shall be designated "primary occupants." Only the primary occupant(s) shall be entitled to occupy the Unit. The Unit Owner or Owners may request the Association, not more than once every twelve (12) calendar months after the date of the designation of the primary occupant(s), approve and substitute new primary occupant(s) for the Unit. The request shall be made by duly authorized representatives of all record title Owners. Once the new primary occupant(s) has been designated, the prior primary occupant(s) shall be considered as Guests and subject to the provisions applicable to occupancy by Guests.

(d) Disapproval of Transfer for Good Cause. Approval of the Association for any transfer described in section 14.1 above shall be withheld for good cause only if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

(i) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving a sexual crime, a felony involving possession or sale of a controlled substance, a felony involving children or a felony demonstrating dishonesty or moral turpitude.

(ii) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association.

(iii) The person seeking approval has evidenced an attitude of disregard for community rules and restrictions by his conduct as a tenant or Owner.

(iv) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner or provided false information during the application process.

(v) The person seeking approval is delinquent in the payment of Assessments, fines or other charges or is in violation of the Master Documents or Condominium Documents at the time the application is considered.

(vi) The person seeking approval has a record of serious financial irresponsibility, including without limitation foreclosures, bankruptcies, and multiple collections accounts.

(vii) If a lease, the Unit Owner has a history of leasing his or her Unit to troublesome lessees and/or refusing to control and accept responsibility for the occupants of his or her Unit.

(viii) If a lease, the real estate company handling the leasing transaction on behalf of the Unit Owner has a history of not adequately screening lessee applicants and recommending undesirable lessees.

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

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

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

14.6 Fees and Deposits Related to the Sale or Leasing of Units. Whenever the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the owner a pre-determined fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require any security deposits that are authorized by the Condominium Act, as may be amended from time to time, which security deposit shall protect against damage to the Condominium Property. Handling of the security deposit and claims against the security deposit shall be in accordance with Chapter 83, Florida Statutes, as the same may be amended from time to time

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

15.1 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon request. The Owner(s) of each Unit shall, at his own expense, obtain insurance coverage against damage to and loss of the contents of the Unit and comprehensive public liability. Any such policies of insurance purchased by a Unit Owner shall,

where such provision is available, contain a clause providing that the insurer waives its right to subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

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

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

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

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

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

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

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

(i) All portions of the Condominium Property located outside the Unit;

(ii) The Condominium Property located inside the Unit as such property was initially installed, or replacements thereof like kind and quality and in accordance with the original plans and specifications, or if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed; and

(iii) All portions of the Condominium Property for which this Declaration requires coverage by the Association.

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

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

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

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

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

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

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

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

15.8 Deposits After Damage. Within one-hundred twenty (120) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing, or restoring the same, including the cost of professional fees and any construction bond which the Board of Administration may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one (1) or more Unit Owners, shall be deposited with the Association, not later than thirty (30) days from the day on

which the Association receives the insurance proceeds.

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

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

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

(a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration and shall negotiate and contract for repair and reconstruction.

(b) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the Unit Owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

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

(a) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate

or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Condominium Property or Association property as might be reasonable under the circumstances to protect the Condominium Property or Association Property from further damage or deterioration. This authority includes the authority to expend any and all available Association funds, including reserves.

(b) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.

(c) A meeting of the members shall be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

(i) If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds fifty percent (50%) of the total annual budget for the condominium in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless the owners otherwise vote to terminate the Condominium.

(ii) If upon the advice of legal counsel and engineers, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of Units, or if reconstruction shall constitute economic waste or impossibility as provided in section 718.117(2), Florida Statutes, or if the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifty percent (50%) of the total annual budget for the Condominium in the fiscal year in which the casualty occurred, a vote to terminate the Condominium shall be conducted pursuant to section 718.117, Florida Statutes. If the Unit Owners vote against termination, the Board of Directors shall levy such assessments as are necessary and shall proceed with the necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and reconstruction.

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

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners, except as otherwise provided in section 15 above.

16.5 Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable Unit may petition a court for equitable relief, which

may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within one (1) year following the damage or destruction and is completed within twelve (12) months thereafter. In the case of "very substantial" damage the condominium will be rebuilt. The Board shall commence and complete construction as soon as practicable under the circumstances.

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

17. CONDEMNATION:

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

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

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

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

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

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

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

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

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

(a) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

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

(c) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of the continuing Units in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessment against Units that will continue as Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Units in the Common Elements after the changes affected by the taking.

(e) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance herein. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser,

who shall appraise the Unit, and the fair market value shall then be determined by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

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

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

18. TERMINATION:

18.1 The Condominium may be terminated at any time as provided in and in accordance with section 718.117 of the Condominium Act, as the same may be amended. If the Plan of Termination will result is less than the full satisfaction of the mortgage liens affecting the Units then all mortgagees must approve the Plan of Termination.

19. RIGHTS OF MORTGAGEES:

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

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

19.3 Mortgage Foreclosure. If an Institutional Mortgagee holding a first mortgage of record acquires title to a Unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee of title and his successors and assigns shall be jointly and severally liable for the share of Common Expenses and Assessments attributable to the Unit (including without limitation Special Assessments, Specific Assessments, Capital Improvement Assessments and interest, late fees, administrative charges, reasonable legal fees and costs incident to the collection process), which came due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Condominium Act, as the same may be amended from time to time. Any unpaid share of Common Expenses or Assessments for which such acquirer is exempt from liability

becomes a Common Expense collectible from all Unit Owners. No acquirer of title to a Unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of such ownership.

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

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

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

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

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

(b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Any proposed action that requires the consent of a specified percentage of mortgage holders.

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

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

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

20.3 Vote Required. Except as otherwise provided by law, or by specific provision of the

Neighborhood Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of those members who are present and voting, in person or by proxy, at any Annual Meeting or Special Meeting called for that purpose at which a quorum is present. The Board of Directors, without a vote of the members, may amend the Condominium Documents to correct scrivener's errors or omissions, and amend and restate the Condominium Documents in order to consolidate into one document amendment previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

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

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

21. MISCELLANEOUS:

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

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

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

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

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

21.6 Singular, Plural and Gender. Whenever the context so requires, the use of the plural

shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

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

21.8 Reasonable Accommodations. Notwithstanding anything to the contrary contained herein or elsewhere, the Board of Directors shall make such reasonable accommodations in the rules, regulations and restrictions as required by Federal, State, or local law, if such accommodations are necessary to afford a disabled person equal opportunity to enjoy and use the Condominium Property. Any such person requesting such an accommodation shall provide the Board with sufficient medical information such that the Board can make a meaningful review of the request. Once the reasonable accommodation is no longer required, the Property shall only be used in conformance with the governing documents, and the Owner at the Owner's expense shall perform any restorative work requested by the Association.

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

22.1 IT IS THE EXPRESS INTENT OF THE DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF.

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

22.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A

DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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

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

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

EXHIBITS

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

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

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

Exhibit "D" - Amended and Restated Bylaws.

McANLY, ASHER AND ASSOCIATES, P.A.

PROFESSIONAL ENGINEERS, PLANNERS & LAND SURVEYORS
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 NAPLES, FLORIDA 33962-4150
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1809
 OR BOOK

FIELDSTONE VILLAGE, a Condominium**LEGAL DESCRIPTION**

A portion of Tract C, Wilshire Lakes, Phase One, recorded in Plat Book 19, Pages, 1, 2 and 3 of the Public Records of Collier County, Florida, more particularly described as follows:

Begin at the Northeast Corner of Tract C, Wilshire Lakes, Phase One, recorded in Plat Book 19, Pages 1, 2 and 3 of the Public Records of Collier County, Florida and run S02°09'03"E for 502.43 feet; thence run N89°55'25"W for 659.97 feet; thence run N02°10'04"W for 168.57; thence run S89°56'28"E for 101.90 feet; thence run S02°10'04"E for 14.24 feet; thence run N87°49'56"E for 42.00 feet; thence run S02°10'04"E for 70.53 feet; thence run N90°00'00"E for 38.77 feet; thence run N00°00'00"W for 65.37 feet; thence run N90°00'00"E for 194.53 feet; thence run N00°00'00"W for 119.70 feet; thence run S90°00'00"W for 34.97 feet; thence run N00°00'00"W for 71.04 feet; thence run N46°25'23"E for 9.11 feet; thence run N00°03'21"E for 26.20 feet; thence run N43°34'37"W for 2.16 feet; thence run N00°03'21"E for 32.24 feet; thence run N43°34'37"W for 7.14 feet; thence run N00°00'00"W for 88.71 feet; thence run S89°56'39"E for 301.83 feet to the point of beginning, containing 4.65 more or less, subject to easements restrictions and reservations of Record.

001198
 PAGE

Prepared By:

Carol E. Nelson 12/16/92

Carol E. Nelson, P.L.S.
 Florida Reg. No. 5013
 Date: December 8, 1992



McANLY, ASHER AND ASSOCIATES, P.A.

PROFESSIONAL ENGINEERS, PLANNERS & LAND SURVEYORS
 5101 TAMiami TRAIL EAST, SUITE 202
 NAPLES, FLORIDA 33962-4130
 TELEPHONE 813/775-0723
 TELECOPIER 813/775-9236

**FIELDSTONE VILLAGE, a Condominium
 FUTURE DEVELOPMENT**

LEGAL DESCRIPTION

A portion of Tract C, Wilshire Lakes, Phase One, recorded in Plat Book 19, Pages, 1, 2 and 3 of the Public Records of Collier County, Florida, more particularly described as follows:

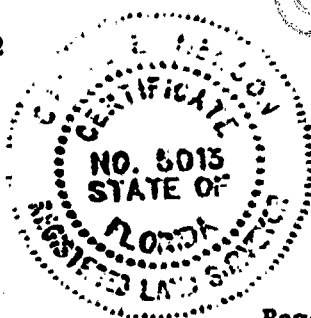
Commence at the Northeast Corner of Tract C, Wilshire Lakes, Phase One, recorded in Plat Book 19, Pages 1, 2 and 3 of the Public Records of Collier County, Florida and run N89°56'39"E for 301.83 feet to the POINT OF BEGINNING; thence continue N89°56'39"E for 28.23 feet; thence run N02°10'04"W for 168.57; thence run S02°09'39"E for 333.65 feet; thence run N89°56'28"W for 228.11 feet; thence run S02°10'04"E for 14.24 feet; thence run N87°49'56"E for 42.00 feet; thence run S02°10'04"E for 70.53 feet; thence run N90°00'00"E for 38.77 feet; thence run N00°00'00"W for 65.37 feet; thence run N90°00'00"E for 194.53 feet; thence run N00°00'00"W for 119.70 feet; thence run S90°00'00"W for 34.97 feet; thence run N00°00'00"W for 71.04 feet; thence run N46°25'23"E for 9.11 feet; thence run N00°03'21"E for 26.20 feet; thence run N43°34'37"W for 2.16 feet; thence run N00°03'21"E for 32.24 feet; thence run N43°34'37"W for 7.14 feet; thence run N00°00'00"W for 88.71 feet to the point of beginning, subject to easements restrictions and reservations of Record.

AND

The Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 31, Township 48 South, Range 26 East, Collier County, Florida, subject to easements, restrictions and reservations of record.

Prepared By:

Carol E. Nelson 12/16/92
 Carol E. Nelson, P.L.S.
 Florida Reg. No. 5013
 Date: December 15, 1992



OR BOOK

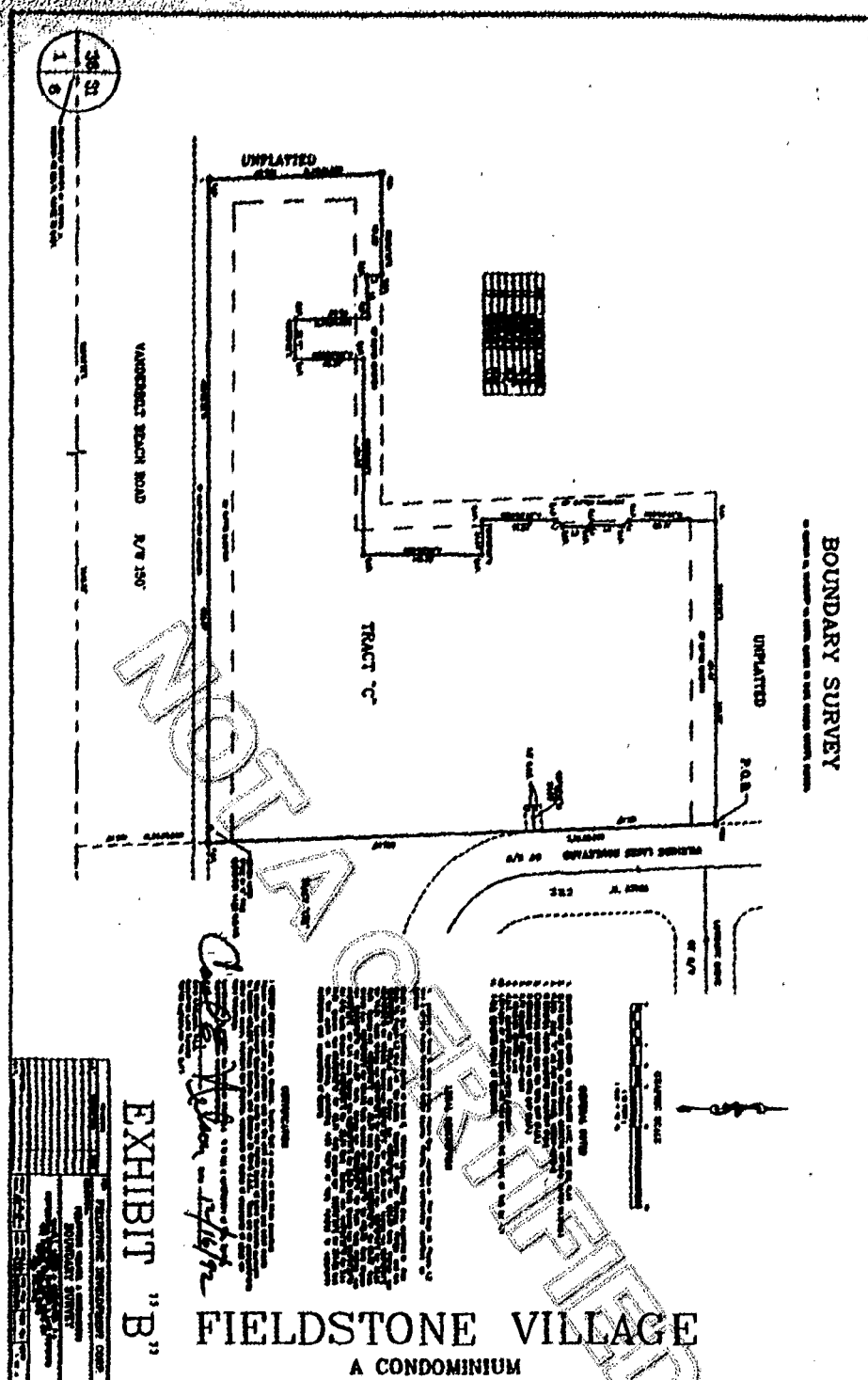
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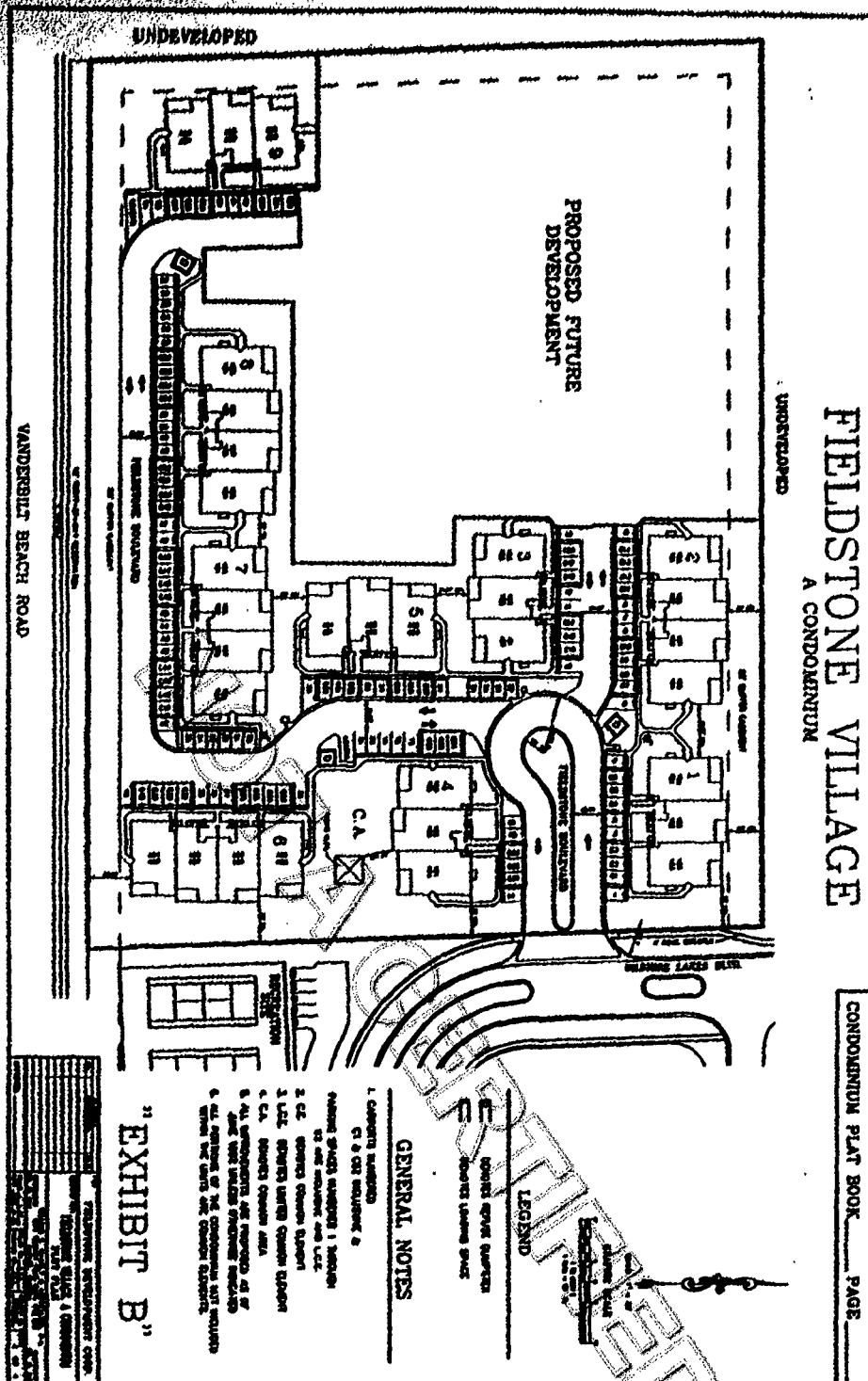
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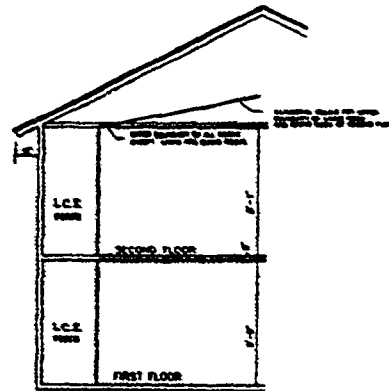


FIELDSTONE VILLAGE, A CONDOMINIUM
BUILDINGS 1, 3, 4, 5 & 9

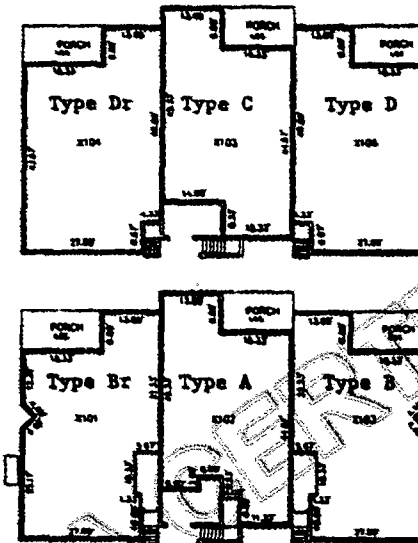
CONDOMINIUM PLAT BOOK _____ PAGE

GENERAL NOTES

4. U.S. Atomic Commission Personnel, U.S. Government Contractors
1. Investigations Team and staff include that portion of the Commission that can obtain the necessary authorization
2. Legal and Legal Counsel The legal and senior legal counsel of the Commission and the legal staff are authorized to conduct investigations authorized by their superiors and to conduct the necessary legal proceedings
3. Legal Proceedings In all cases involving an "open" case, the full staff of the Commission and the legal staff will be the authorized staff of the authorized staff of the Commission. In all cases involving a "closed" case, the legal staff will be the authorized staff of the Commission. In all cases involving a "closed" case, the legal staff will be the authorized staff of the Commission. In all cases involving a "closed" case, the legal staff will be the authorized staff of the Commission.
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10. Legal Proceedings The authorized staff of the Commission and the legal staff of the Commission will be the authorized staff of the Commission.



TYPICAL SECTION
NOT TO SCALE



TYPICAL UNIT BOUNDARIES
FIRST AND SECOND FLOORS
BUILDINGS 1, 2, 4, 5 & 6

1° = 10'-0"
CHARTER SCALE

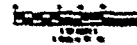


EXHIBIT "B"

NAME		ANTON STEINER	
ADDRESS		FEDERAL BUREAU OF INVESTIGATION U. S. DEPARTMENT OF JUSTICE WASHINGTON, D. C.	
CITY		WASHINGTON, D. C.	
STATE		DISTRICT OF COLUMBIA	
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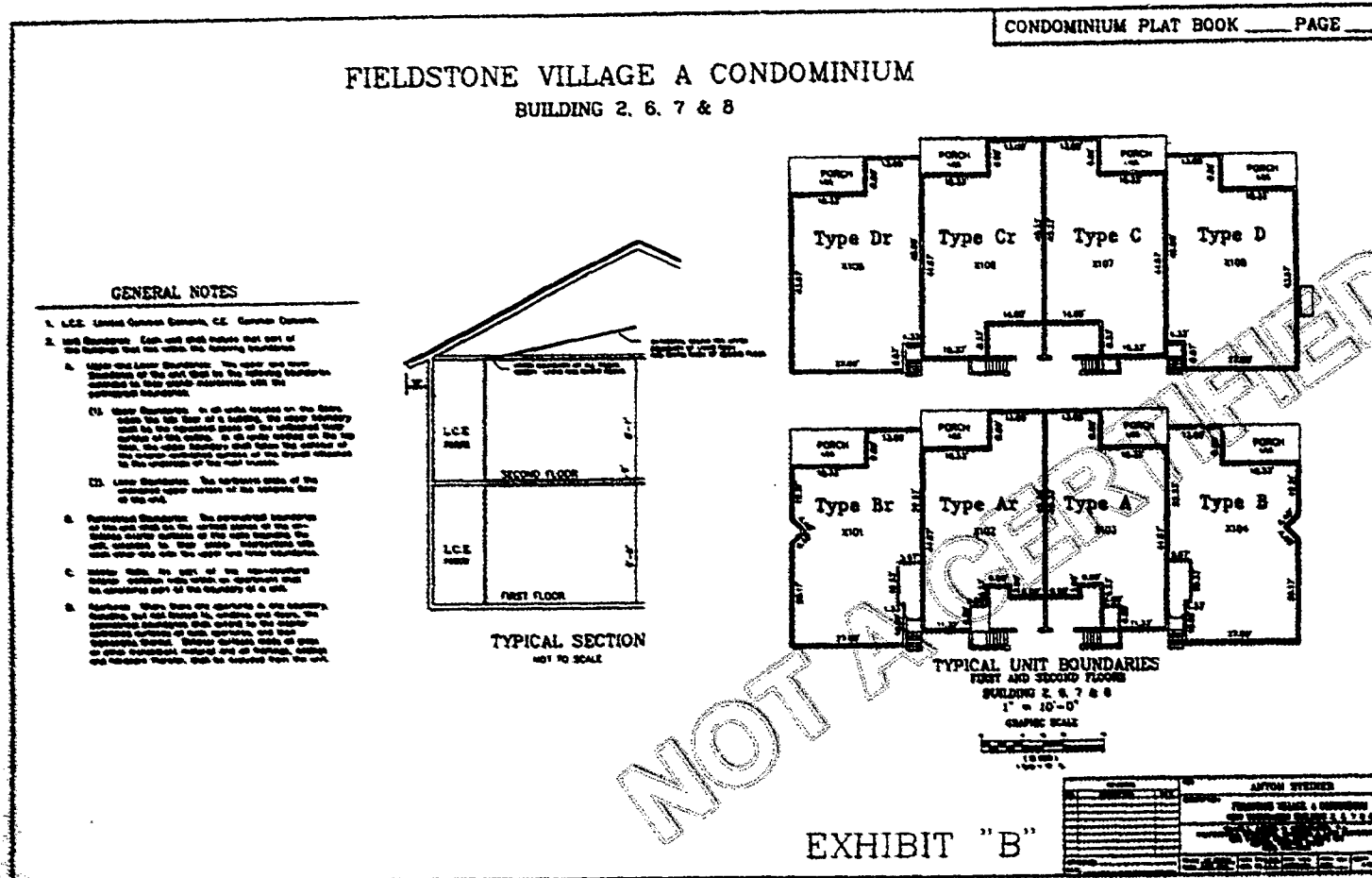
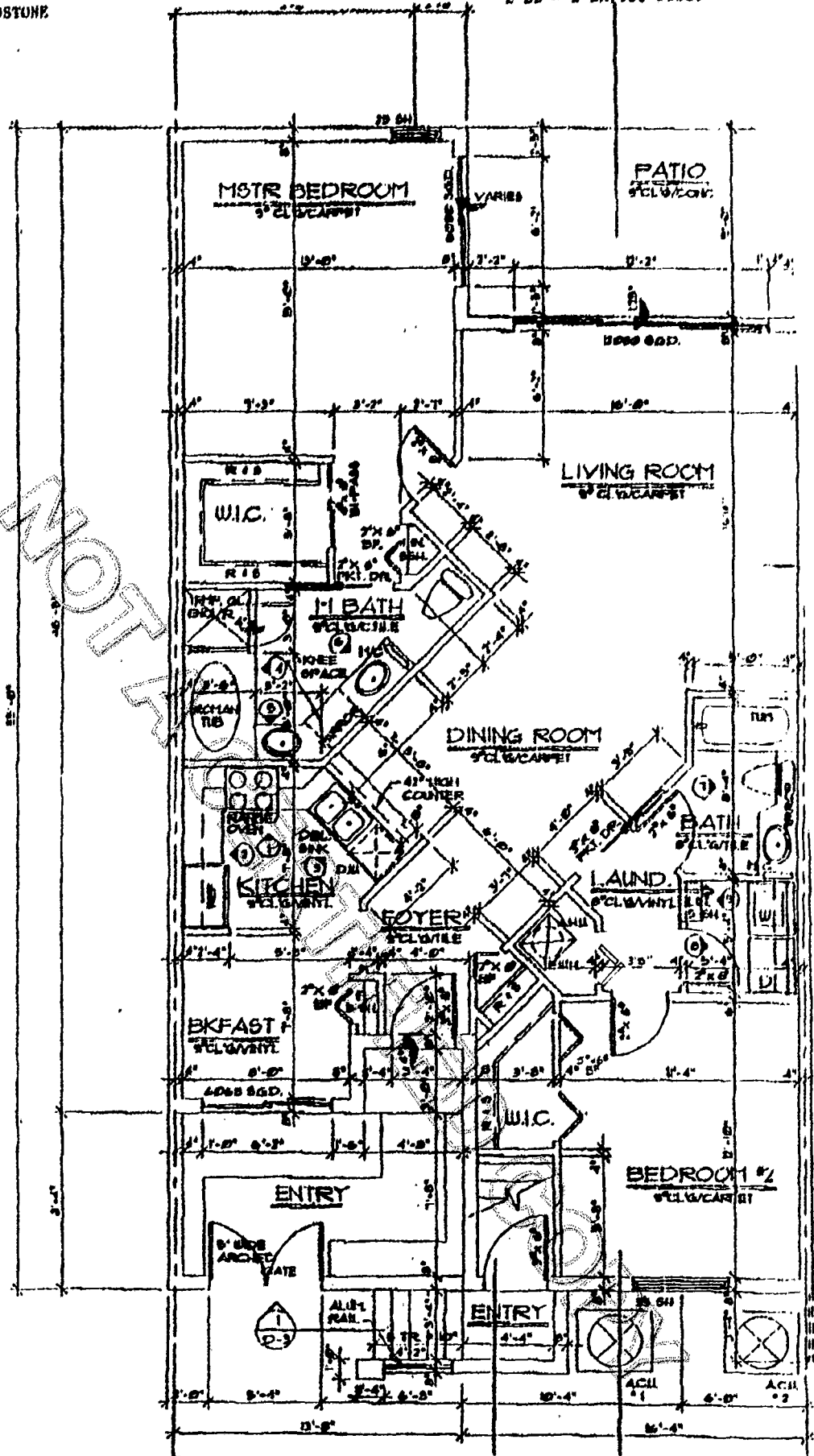


EXHIBIT "B"

TYPE A

FIELDSTONE

2 BD - 2 BA/1st Floor



OR BOOK

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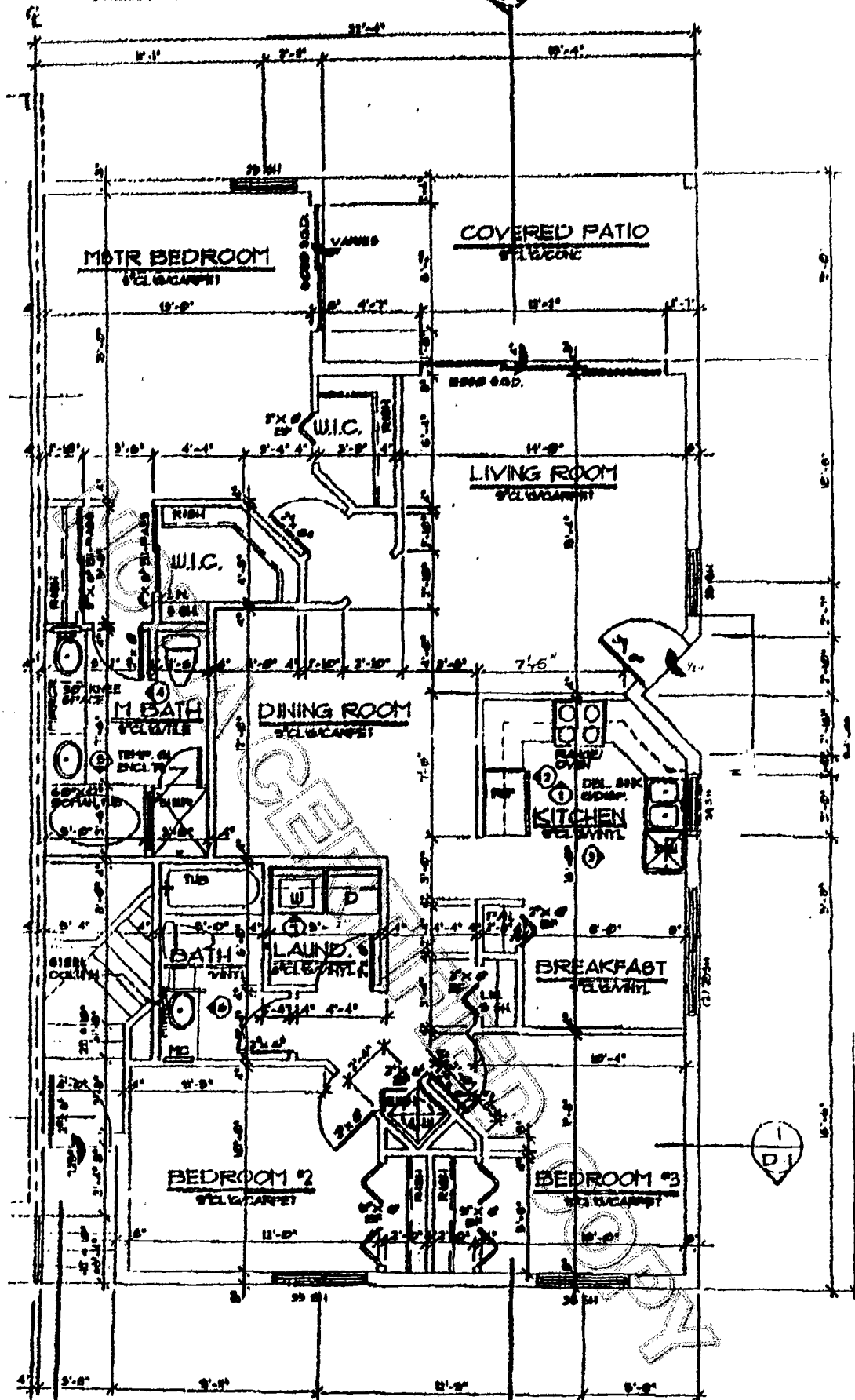
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TYPE B

FIELDSTONE

3 BD - 2 BA/1st Floor



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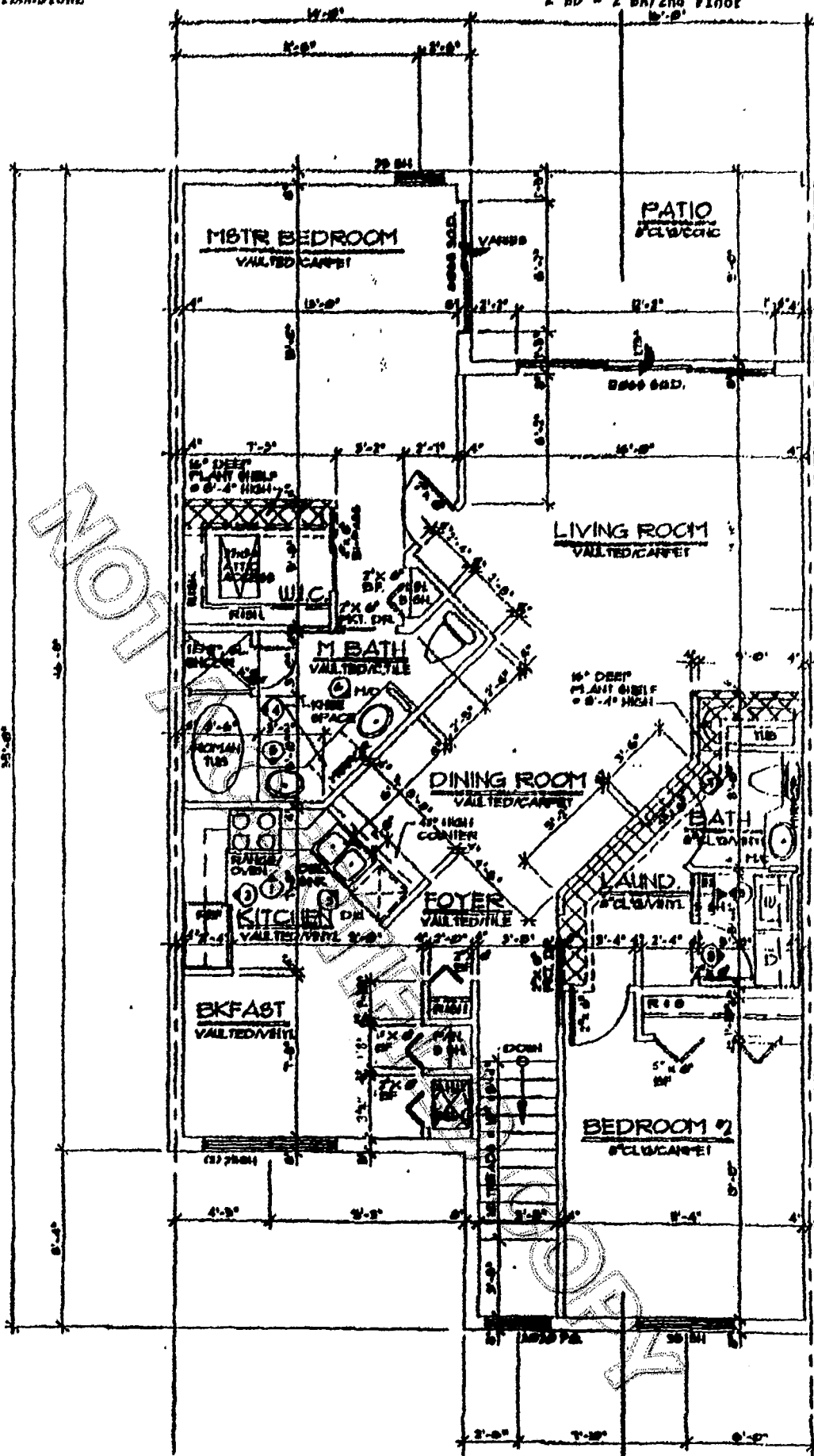
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TYPE C

FIELDSTONE

2 BD - 2 BA/2nd Floor



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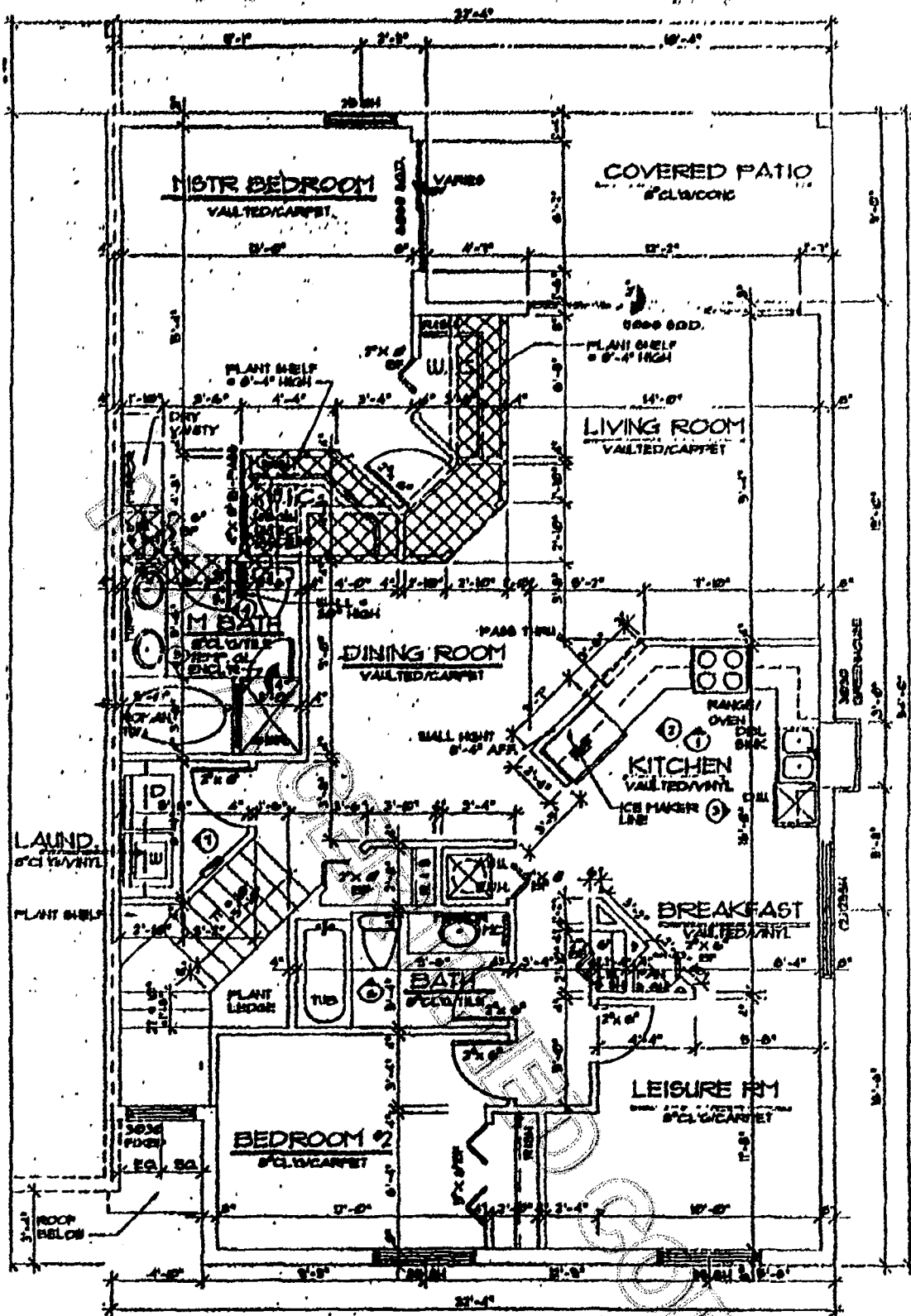
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TYPE D

FIELDSTONE

3BD - 2 BA/2nd Floor



1809
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McANLY, ASHER AND ASSOCIATES, P.A.

PROFESSIONAL ENGINEERS, PLANNERS & LAND SURVEYORS
5101 TAMiami TRAIL EAST, SUITE 202
NAPLES, FLORIDA 33962-4130
TELEPHONE 813/775-0723
TELECOPIER 813/775-9236

SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SURVEYOR made this 25th day of March, 1993.

This certificate is made as to Building "1" of Fieldstone Village, a Condominium, located at Naples, Collier County, Florida, pursuant to Section 718.104 (4) (e), Florida Statutes.

I, William C. McAnly, a Land Surveyor authorized to practice in the State of Florida, hereby certify that the construction of the above referenced buildings, and all planned improvements, including but not limited to the landscaping, utility services, access to the units and common element facilities serving the buildings, have been substantially completed, so that the material attached to the Declaration of Condominium as Exhibit "B", together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvement, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Prepared by:

William C. McAnly
William C. McAnly, P.E., P.L.S.
Florida Registration No. 1543

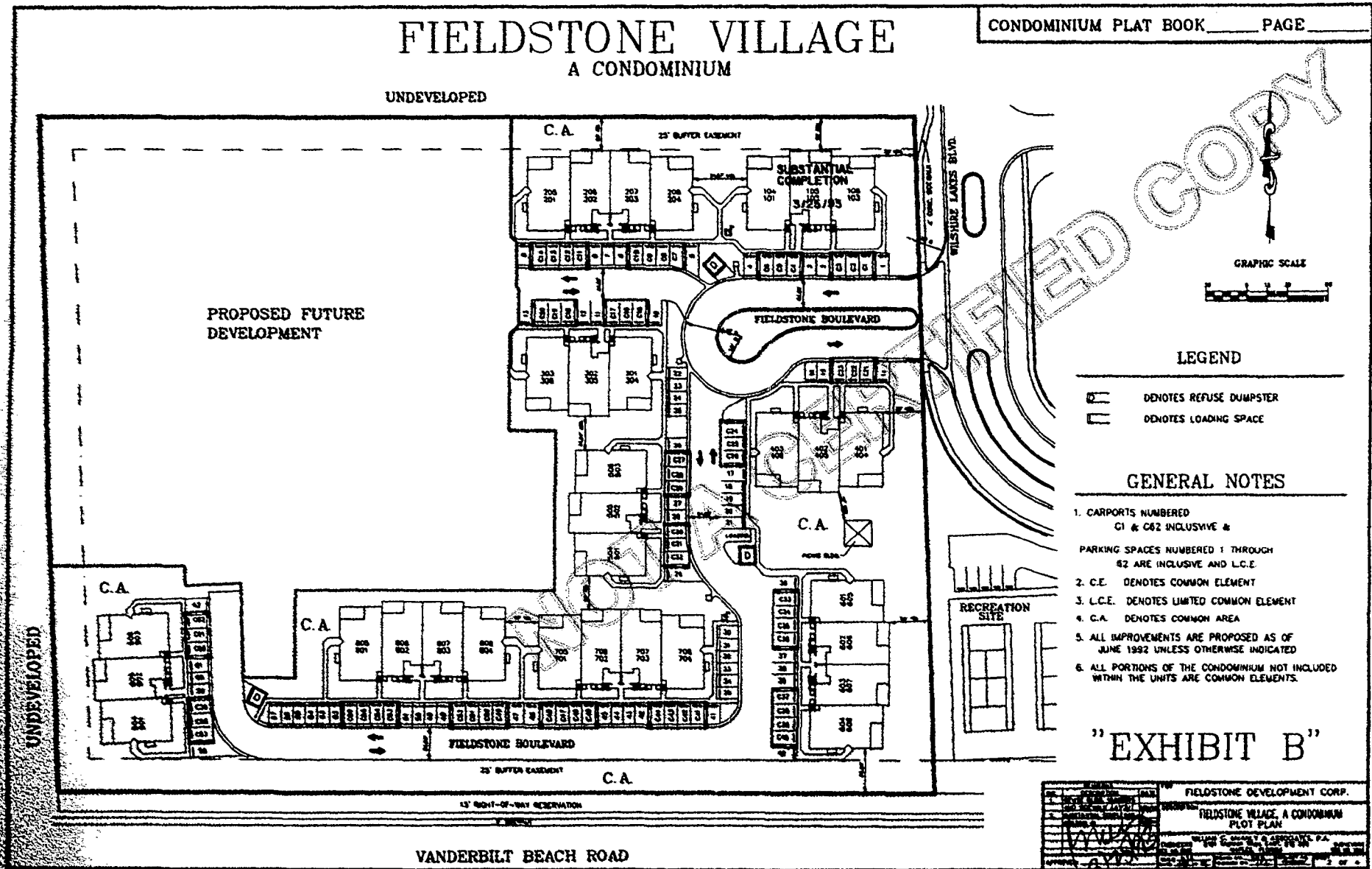
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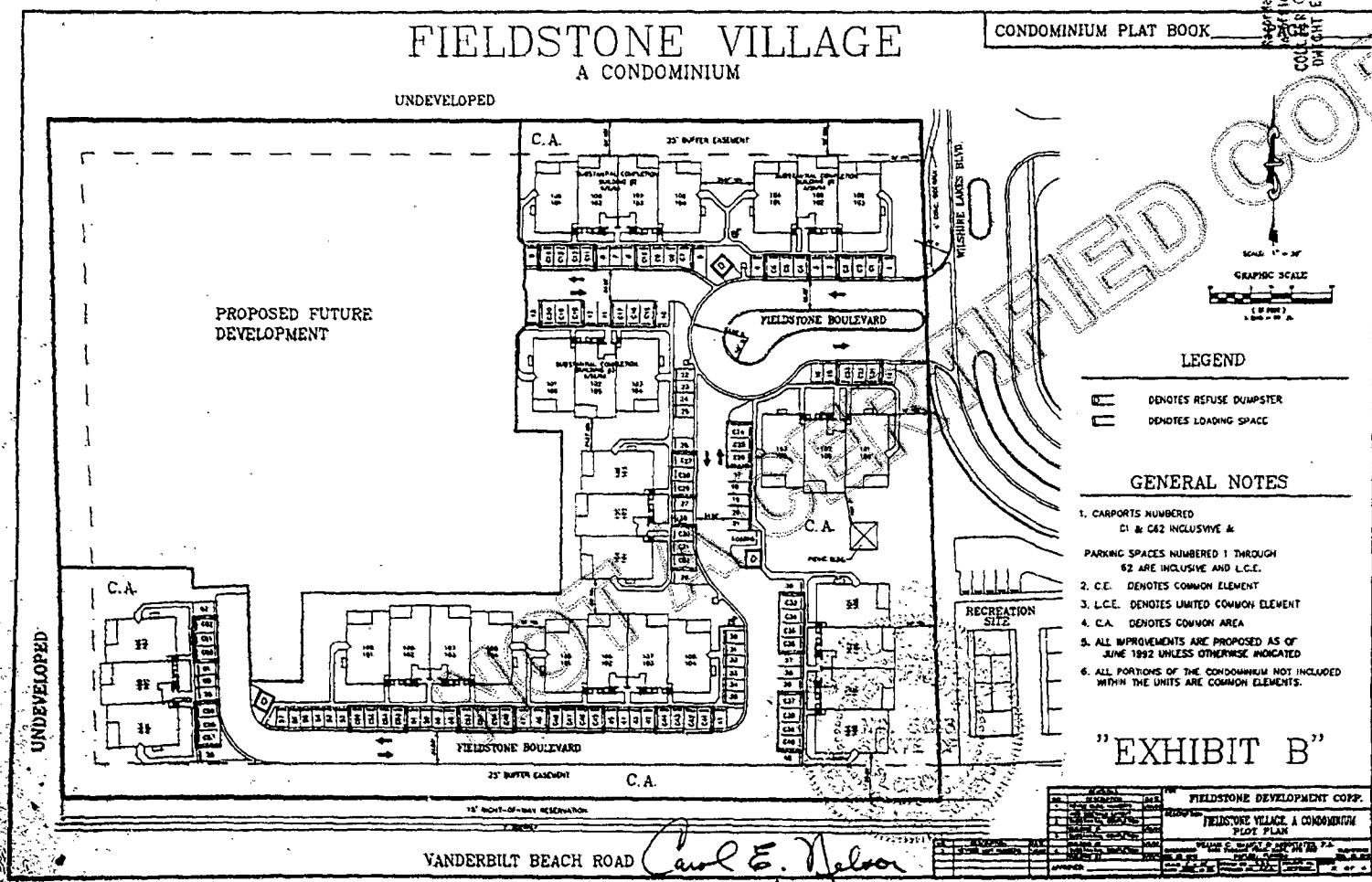
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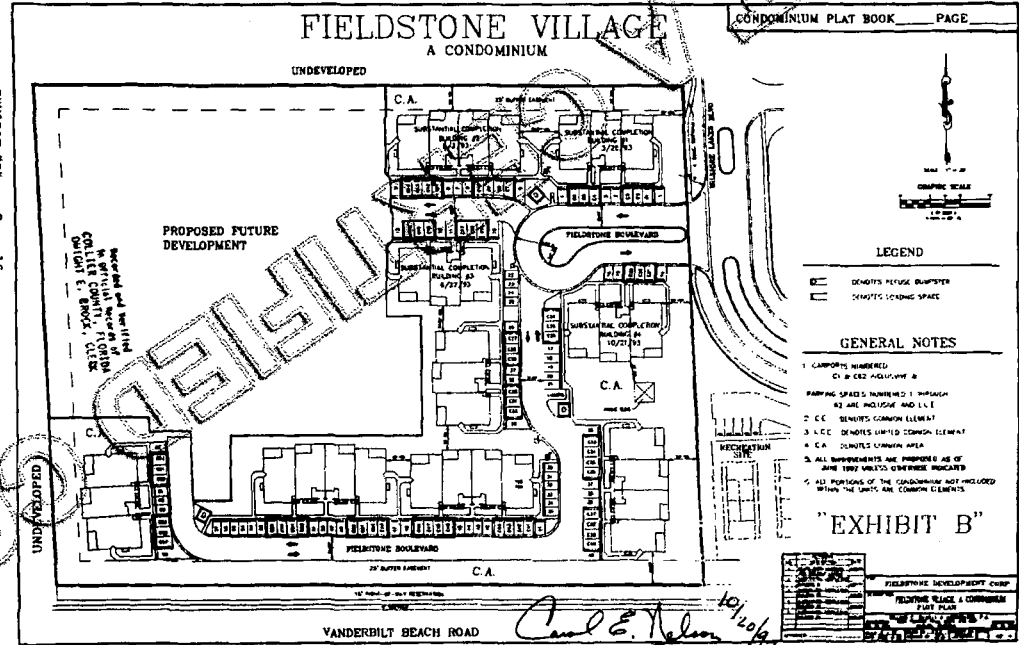


Page 12
EXHIBIT "B"

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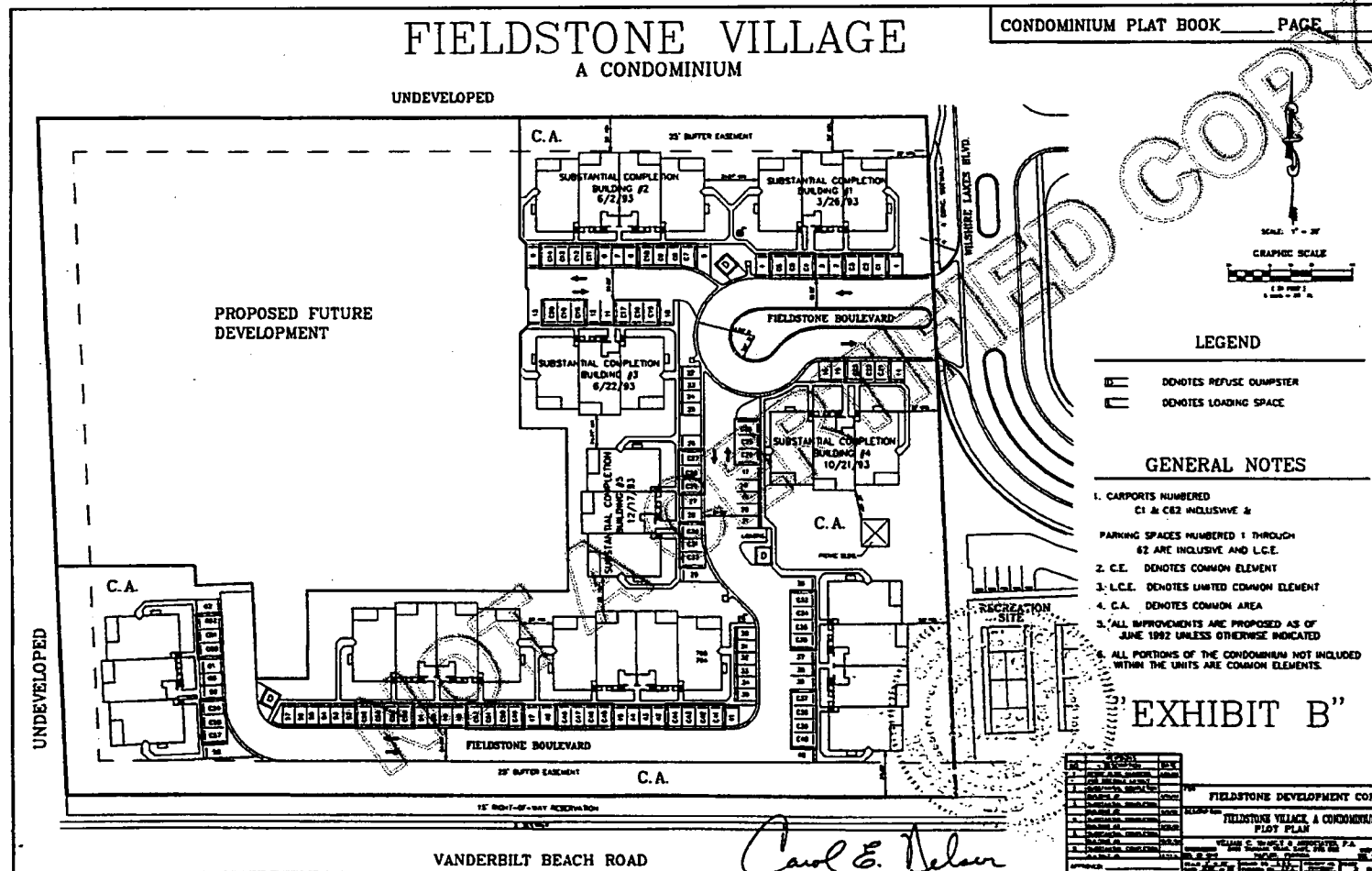
EXHIBIT "B", Page 16



001898
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Revised and verified
in original location
of
BRIGHT E. BRICK, CLERK
COLLECTOR COUNTY, FORT MYERS



Page 18

EXHIBIT "B"

unsatisfactory in this document
when received.

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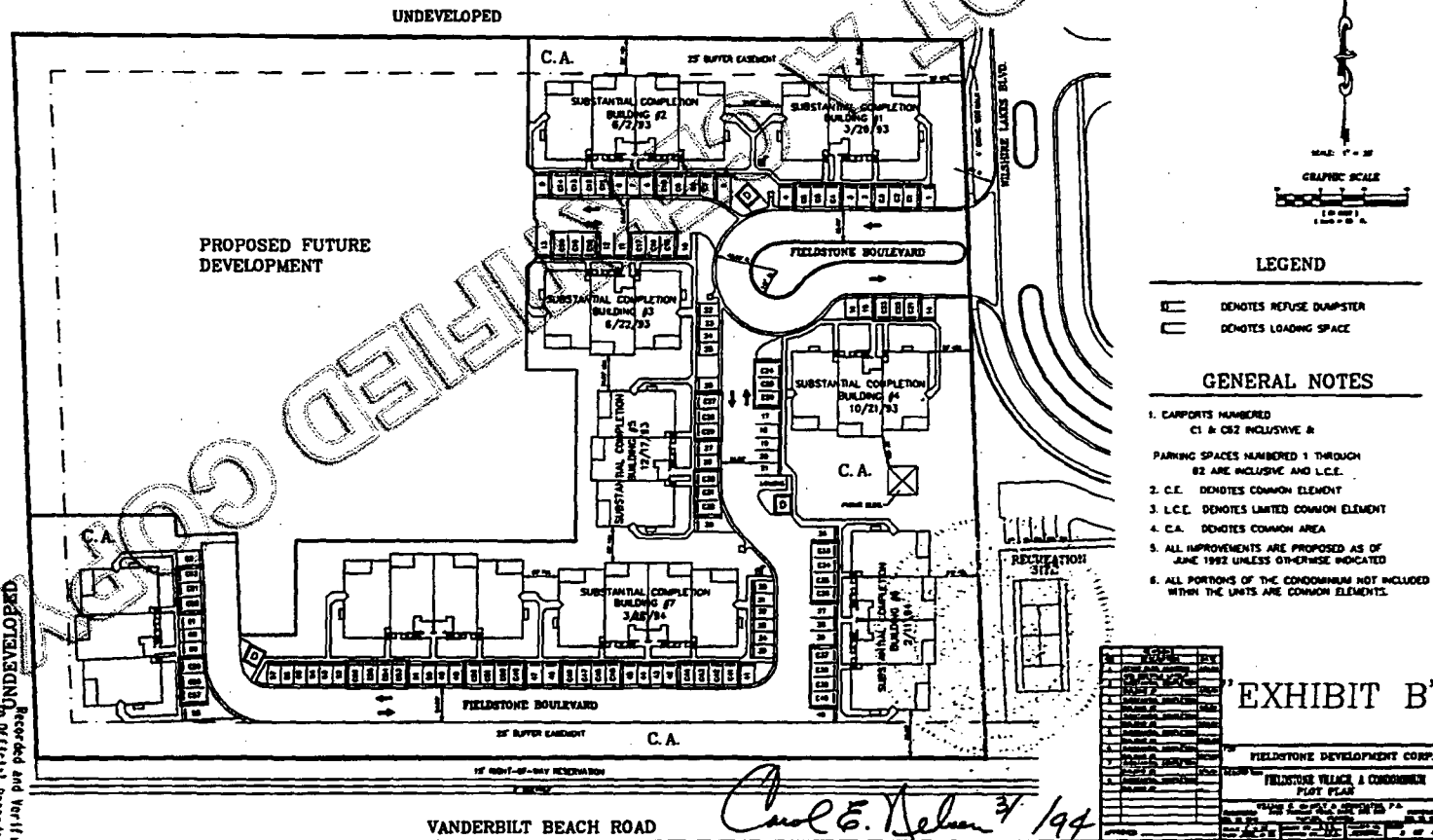
001781
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Page 22

Exhibit "B"
Recorded and Verified
in Official Records of
DALLAS COUNTY, TEXAS
Dwight E. Brock, Clerk

FIELDSTONE VILLAGE A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE



LEGEND

- DENOTES REFUSE DUMPSTER
- DENOTES LOADING SPACE

GENERAL NOTES

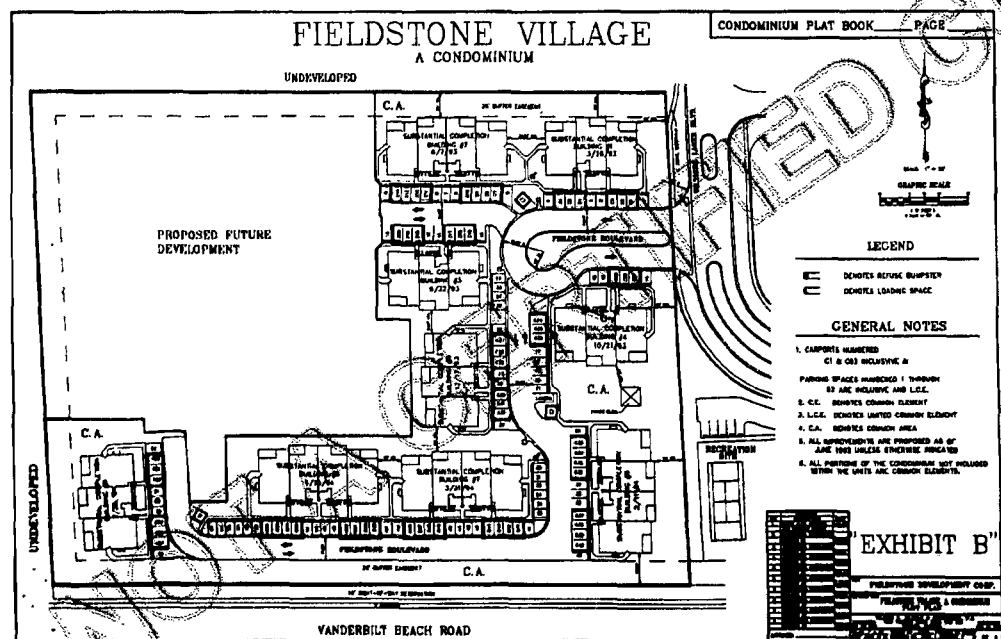
1. CARPORTS NUMBERED C1 & C2 INCLUSIVE & PARKING SPACES NUMBERED 1 THROUGH 82 ARE INCLUSIVE AND L.C.E.
2. C.E. DENOTES COMMON ELEMENT
3. L.C.E. DENOTES LIMITED COMMON ELEMENT
4. C.A. DENOTES COMMON AREA
5. ALL IMPROVEMENTS ARE PROPOSED AS OF JUNE 1992 UNLESS OTHERWISE INDICATED
6. ALL PORTIONS OF THE CONDOMINIUM NOT INCLUDED WITHIN THE UNITS ARE COMMON ELEMENTS.

EXHIBIT B

FIELDSTONE DEVELOPMENT CORP.
FIELDSTONE VILLAGE, A CONDOMINIUM
PLAT PLAN
DATE OF RECORDATION: 3/1/94
BOOK: 001781 PAGE: 22

Carol E. Nelson 3/1/94

001539
PAGE



**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
FIELDSTONE VILLAGE CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of Fieldstone Village Condominium Association, Inc., a Florida corporation not for profit, incorporated on March 19, 1993, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted and the omission of matters of historical interest. Any terms used herein that are defined terms in the Amended and Restated Declaration of Condominium for Fieldstone Village, a Condominium, as the same may be amended, shall have the same meaning as set forth in these Amended and Restated Articles of Incorporation.

The Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Fieldstone Village Condominium Association, Inc., and its address is c/o Sandcastle Community Management, Inc., 9150 Galleria Court, Suite 201, Naples, Florida 34109, or at such other address as shall be designated by the Board of Directors.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the operation of Fieldstone Village, a Condominium, located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earning of the Association shall be distributed or inure to the private benefit of any member, Director, or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a condominium association under the Chapter 718, Florida Statutes, except as expressly limited or modified by these Articles, the Declaration of Condominium, and the Amended and Restated Bylaws of Fieldstone Village Condominium Association, Inc.; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the condominium documents as they may hereafter be amended, including but not limited to the following:

A. To declare any portion of the Condominium Property unavailable for occupation or use by Owners, tenants, or guests after casualty, medical crisis, or other state of emergency, including during the rebuilding process. Such decision by the Board shall be made only if necessary, to protect the health, safety, or welfare of the Association, Owners, tenants or guests, and to further prevent access by non-residents when the safety of residents, property, or staff so requires it.

B. To, regardless of any other provision of the governing documents, take such action as may reasonably appear to be necessary under emergency conditions, including a medical crisis or other state of emergency. This authority includes but shall not be limited to the authority to expend any and all available Association funds, including reserves, levy special assessments for heightened cleaning costs related to an Owner's (or his tenant, occupant, guest, invitee and/or licensee) behavior in the midst of a medical crisis, delay any prospective purchaser and/or tenant's move-in date in the midst of a medical crisis or other state of emergency, suspend rental activity in the midst of a medical crisis, and suspend any interior alterations or improvements in a Unit or the Condominium Property in the midst of a medical crisis.

C. To implement a disaster plan prior to, during or after an impending casualty, medical crisis or other state of emergency including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

D. To make and collect Assessments against members of the Association to defray the costs, expenses, and losses of the Association, and to use the funds in the exercise of its powers and duties.

E. To protect, maintain, repair, replace and operate the Condominium Property and Association property.

F. To purchase insurance for the protection of the Association, Officers, Directors, and its members.

G. To repair and reconstruct improvements after casualty, and to make further improvements of the Condominium Property.

H. To make, amend and enforce reasonable rules and regulations governing the operation of the Association and the use, maintenance, occupancy, alteration, transfer and appearance of Units, Common Elements and Limited Common Elements, subject to any limits set forth in the Declaration of Condominium.

I. To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.

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

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

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

M. To borrow money and encumber the Association's assets and property as necessary to perform its other functions hereunder.

N. To grant, modify or move any easement in the manner provided in the Declaration of Condominium.

O. To purchase Unit(s) and other real and/or personal property as determined by the Association in compliance with the Declaration of Condominium and applicable law.

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

ARTICLE III

MEMBERSHIP:

A. The members of the Association shall be the record owners of a fee simple interest in one or more Units in the Condominium, as further provided in the Bylaws.

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

C. The owners of each Unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

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

ARTICLE VI

DIRECTORS AND OFFICERS:

A. Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

B. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

A. Proposal. Amendments to these Articles may be proposed by a majority of the Board or upon written petition to the Board, signed by the members holding at least one-fourth (1/4) of the voting interests of the Association.

B. Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or members, such proposed amendment shall be submitted to a vote of the Owners not later than the next annual meeting for which proper notice has been given.

C. Vote Required. Except as otherwise provided by law, or by a specific provision of the Condominium Documents, a proposed amendment to these Articles shall be adopted if it is approved by at least two-thirds (2/3) of those members who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law and at which a quorum is present. The Board of Directors may amend these Articles to correct scrivener's errors or omissions and amend and restate the Articles in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

D. Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Articles, which certificate shall be in the form required by law and shall be executed by the President or Vice-

President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

ARTICLE VIII

INDEMNIFICATION.

A. **Indemnity.** The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to its officers, Directors, and committee members as permitted by Florida law.

B. **Defense.** To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in section A. above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

C. **Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article VIII.

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

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

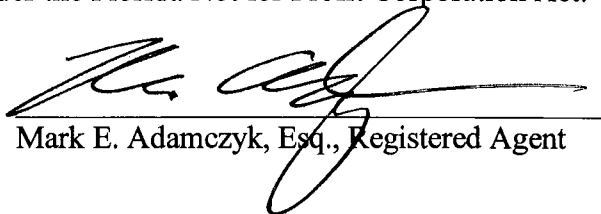
F. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VIII may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE IX

REGISTERED OFFICE AND REGISTERED AGENT:

The street address of the registered office of the Association is Adamczyk Law Firm, PLLC, 9130 Galleria Court, Suite 201, Naples, Florida 34109, and the registered agent of the Association at that address shall be Mark E. Adamczyk, Esq.

The undersigned hereby accepts the designation of Registered Agent as set forth in Article IX of these Articles of Incorporation and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not for Profit Corporation Act.


Mark E. Adamczyk, Esq., Registered Agent

**NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS FOR PRESENT TEXT
SEE EXISTING BYLAWS**

**AMENDED AND RESTATED BYLAWS
OF
FIELDSTONE VILLAGE CONDOMINIUM ASSOCIATION, INC.**

1. **GENERAL.** These are the Amended and Restated Bylaws of Fieldstone Village Condominium Association, Inc. (hereinafter the "Association"), a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a condominium pursuant to Chapter 718, Florida Statutes, as amended from time to time. All prior Bylaws, if any, are hereby revoked and superseded in their entirety. Any terms used herein that are defined terms in the Amended and Restated Declaration of Condominium for Fieldstone Village, a Condominium as the same may be amended, shall have the same meaning as set forth in these Amended and Restated Bylaws.

1.1. The fiscal year of the Association shall be the calendar year.

1.2. Principal Office. The principal office of the Association shall be at c/o Sandcastle Community Management, Inc., 9150 Galleria Court, Suite 201, Naples, Florida 34109, or at such other address designated by the Board of Directors, or at such other address as the Board of Directors determines from time to time.

1.3. Definitions. The definitions set forth in the Amended and Restated Declaration of Condominium, recorded with these Bylaws, shall apply to terms used in these Bylaws.

2. **MEMBERS.**

2.1. Qualifications. The members of the Association shall be the record owners of legal title to the Units in Fieldstone Village, a Condominium. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Unit for purposes of determining voting and use rights. Membership shall become effective upon the last to occur of the following events:

A. Recording in the Public Records of a deed or other instrument evidencing legal title to the Unit in the member.

B. Approval by the Board of Directors as provided for in the Declaration of Condominium.

C. Delivery to the Association of a copy of the recorded deed or other

instrument evidencing title.

D. Delivery to the Association, if required, of a written designation of a primary occupant, which is required when title to a Unit is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

2.2. Voting Interests. The members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of possible votes (the "voting interests") of the Association is the total number of Units in Fieldstone Village. The vote of a Unit is not divisible. The right to vote may be suspended for non-payment of Assessments or other charges owed to the Association that are delinquent in excess of ninety (90) days. If a Unit is owned by one (1) natural person, the right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two (2) or more natural persons, that Unit's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a Unit do not agree among on how the one (1) vote shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a Unit is a corporation, partnership, or other entity other than a natural person, the vote of that Unit shall be cast by any officer, director, or partner, as the case may be. If a Unit is held in trust, the trustee, grantor, or settlor of the trust, or any one of the beneficial owners occupying the Unit may cast the vote of that Unit.

2.3. Approval or Disapproval of Matters. Whenever the decision or approval of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the Unit at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4. Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time, the membership of the prior owner shall be terminated automatically.

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

3. **MEMBERS' MEETINGS; VOTING.**

3.1. Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida at a place and on a date so designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2. Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors and may also be called by members having at least twenty percent (20%) of the total voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3. Notice Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time, and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice of meeting must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery, or may also be furnished by electronic mail if the member has consented to receive Association notices by electronic mail, as further provided in the Condominium Act. The members are responsible for providing the Association with any change of address. The notice must be mailed, electronically transmitted, or delivered at least fourteen (14) days prior to the date of the meeting. Notice shall also be posted in a conspicuous place on the property at least fourteen (14) days prior to date of the meeting. An affidavit of the officer or other person making such mailing, transmission or delivery shall be retained in the Association records as proof of mailing. If ownership of a Unit is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4. Notice of Annual Meeting; Special Requirements. Notice of the annual meeting and election of Directors requires special notice, which is more particularly set forth in Section 4.3 below in these Bylaws.

3.5. Quorum. A quorum at a members' meeting shall consist of twenty percent (20%) of all persons entitled to cast a majority of the voting interests of the entire membership. The voting interest of any member who is suspended pursuant to section 718.303 of the Condominium Act shall not be counted towards the quorum or for any other purpose at a members' meeting.

3.6. Vote Required. The acts approved by fifty-one percent (51%) of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all Unit owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents. Under any voting scenario in the Declaration, Articles and Bylaws or the Condominium Act, any voting rights suspended as provided in either of same shall not be used in calculating the number of available total voting interests.

3.7. Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that

meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Unit, specify the date, time and place of the meeting for which it is given, and the original or true and correct copy must be delivered to the Secretary by hand delivery, mail, facsimile or electronic transmission by the appointed time of the meeting or adjournment thereof. Holders of proxies must be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Notwithstanding the above, the Board of Directors may adopt reasonable rules regarding the attendance at meetings or actions by an owner's attorney-in-fact, including a rule which provides that attendance at meetings of the membership or Board of Directors is limited solely to members.

3.8. Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of fifty-one percent (51%) of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened.

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

- A. Ballots not yet cast shall be collected
- B. Call of the roll or determination of quorum
- C. Proof of Notice of Meeting
- D. Affidavit of Mailing
- E. Appointment of Inspector of Election, if applicable
- F. Reading or disposal of minutes of last members' meeting
- G. Reports of Officers
- H. Reports of Committees
- I. Election of Directors (annual meeting only)
- J. Unfinished Business
- K. New Business

L. Adjournment

3.10. Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times.

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

3.12. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting. Action by members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes.

3.13. Online Voting. For those members who consent in writing, the Association, through resolution of the Board, may conduct elections and other votes of the membership by secure online voting, subject to the requirements of section 718.128, Florida Statutes.

3.14. Voting on Master Association Matters. In accordance with section 5 of the Bylaws of the Wilshire Lakes Master Association, each Owner shall be entitled to cast one (1) vote for each unit he or she owns at any meeting of the Master Association. Notice of meetings of the Master Association shall be given as provided for in the Bylaws of the Master Association.

4. **BOARD OF DIRECTORS**. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board.

4.1. Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be five (5), and they shall serve staggered terms of two (2) years each. A Director's term will end at the annual election at which his successor is to be duly elected unless he or she sooner resigns or is recalled as provided for in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

4.2. Qualifications. Each Director must be a Unit Owner or the spouse of a Unit Owner. In the case of a Unit owned by a corporation, any officer is eligible for election to the Board of Directors. If a Unit is owned by a partnership, any partner is eligible to be a Director. If a Unit is held in trust, the trustee, grantor, or settlor of the trust, or any one of the beneficial owners residing in the Unit is eligible to be elected to the Board of Directors. Any person who is delinquent in any

monetary obligation owed to the Association at the time of submitting his notice of candidacy is ineligible to be on the election ballot. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership. The validity of an action by the board is not affected if it is later determined that a member of the board is ineligible for board membership due to having been convicted of a felony.

4.3. Nominations and Elections for Directors. On the day of each annual meeting the members shall elect by secret written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) days in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate must notify the Association in writing of his or her desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also include, with such notification and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8.5 inches by 11 inches, which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required. Directors shall be elected by a majority of the votes cast. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. The Association may adopt electronic voting procedures in the manner permitted by Chapter 718, Florida Statutes.

4.4. Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be elected at a special meeting of the Board of Directors of the Association. The successor so elected shall fill the remaining unexpired term of the Director being replaced. If for any reason there shall arise circumstances in which no Directors are serving, and the entire Board is vacant, the members shall elect successors at a special meeting.

4.5. Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the total voting interests, either by a written petition, or at any special meeting called for that purpose, in the manner required for recalls of Directors pursuant to the Condominium Act.

4.6. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

4.7. Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or by a majority of the Directors. Meetings of the Board that are closed to the members as permitted by the Condominium Act may be held in the office of the Association's attorney, which need not be in Collier County, Florida. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission at least forty-eight (48) hours before the meeting.

4.8. Notice to Owners. All meetings of the Board of Directors shall be open to members and notices of all Board meetings (including an agenda) shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any Board meeting at which a non-emergency special assessment is levied shall conform to the requirements set forth in section 6 below. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of section 6 below. The rights of owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so. The Board may also adopt reasonable rules regarding attendance at Board meetings by an attorney-in-fact, including a rule restricting attendance only to members. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or a committee to discuss personnel matters or meetings with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be open to members and shall not otherwise be governed by the provisions of Section 4.8 of these Bylaws.

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

4.10. Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons, or in any other manner permitted by law. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings, and Directors may not vote on Association business by email.

4.11. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present

on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

4.12. Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time and date. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

4.13. The Presiding Officer. The President of the Association, or in his absence, the Vice-President, if the presiding officer at all meetings of the Board. If neither officer is present, the presiding officer shall be selected by majority vote of the Directors present.

4.14. Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.15. Committees. The President or the Board of Directors may appoint from time to time such standing or temporary committees as the President or the Board of Directors deems necessary and convenient for the efficient and effective operation of the Condominium. Members appointed to a committee by the Board of Directors may only be removed or replaced in the discretion of the Board of Directors. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. A committee which advises the Board on the budget, or a committee which has authority to take action on behalf of the Board, shall be subject to the provisions of section 4.8 of these Bylaws. All other committees shall not be subject to Section 4.8 of these Bylaws.

4.16. Emergency Powers. In the event of an "emergency" as defined in Section 4.16.G. below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

A. The Board may declare any portion of the Condominium Property unavailable for occupation or use by Owners, tenants, or guests after casualty, medical crisis or other state of emergency, including during the rebuilding process. Such decision by the Board shall be made only if necessary, to protect the health, safety, or welfare of the Association, Owners, tenants or guests, and to further prevent access by non-residents when the safety of residents and staff so requires it.

B. The Board may regardless of any other provision of the governing documents, take such action as may reasonably appear to be necessary under emergency conditions, including a medical crisis or other state of emergency. This authority includes but shall

not be limited to the authority to expend any and all available association funds, including reserves, levy special assessments for heightened cleaning costs related to an Owner's (or his tenant, occupant, guest, invitee and/or licensee) behavior in the midst of a medical crisis, delay any prospective purchaser and/or tenant's move-in date in the midst of a medical crisis or other state of emergency, suspend rental activity in the midst of a medical crisis, and suspend any interior alterations or improvements in a Unit or the Condominium Property in the midst of a medical crisis.

C. The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, including a medical crisis or other state of emergency, to accommodate the incapacity of any officer of the Association.

D. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

E. During any emergency, including a medical crisis, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

F. Corporate action taken in good faith during what is reasonably believed to be an emergency under this section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

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

H. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

I. An "emergency" exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, pandemic, act of war, civil unrest or terrorism, medical crisis or other similar event. An "emergency" also exists during the period of time that civil or law enforcement authorities have declared that a state of emergency exists in, have declared a hurricane warning, or have ordered the partial or complete evacuation of the area in which Wilshire Lakes or Fieldstone Village is located or have declared that area a "hot zone" or "disaster area." A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

5.1. Officers and Elections. The executive officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom must be Directors, and elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any officer so removed shall return all books, records, and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

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

5.3. Vice-Presidents. The Vice-Presidents, in the order of their seniority, shall in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4. Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5. Treasurer. The Treasurer shall have the custody of Association funds and securities and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name of and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the

Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

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

6. **FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

6.1. Depository. The Association shall maintain its funds in such federally insured accounts at financial institutions in the State of Florida as shall be designated, from time to time, by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

6.2. Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed or electronically transmitted to the owner of each Unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, pavement resurfacing and any other item that will cost more than \$10,000 to repair or replace. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit owners as required in section 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote at a members' meeting called for that purpose. Operating and reserve funds may be invested or pooled in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account, or the minimum amount required by law. Operating and reserve funds may be combined in the quarterly assessment paid by Unit owners, provided that the operating and reserve funds are segregated within thirty (30) days after receipt (unless combined for investment purposes).

6.4. Other Reserves. In addition to the statutory reserves provided in section 6.3 above, or in place of them if the members so vote, the Board may establish one or more "contingency reserves" as defined in Rule 61B-22.001(4), Florida Administrative Code, as the same may be amended from time to time. The purpose of these contingency reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5. Assessments. Annual Assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Unit's next due installment.

6.6. Special Assessments and Specific Assessments. Special Assessments may be imposed by the Board of Directors, as further provided in the Declaration of Condominium. Special assessments are due on the day specified in the resolution of the Board approving such assessments. Written notice of any Board meeting at which a non-emergency special assessment will be considered, must be mailed or electronically transmitted to all Unit owners at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the Unit owners or applied as a credit towards future assessments. Specific Assessments may be imposed by the Board of Directors in connection with breach of the Condominium Documents by individual Owners and their families, lessees, guests, invitees, or agents. The levy and collection of Specific Assessments shall be as further stated in the Declaration of Condominium.

6.7. Specific Assessments and Fees Related to the Sale of Units. The Association shall also have the authority to levy specific assessments against individual Owners and Units, as well as re-sale capital assessments when Units are transferred, all as more particularly set forth in the Declaration.

6.8. Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds. The amount of the insurance policy or fidelity bond shall be determined by the Board of Directors and shall be at least equal to the sum of three (3) month's assessments on all Units plus the Association reserve funds and should cover the maximum funds in the custody of the Association. The term "persons who control or disburse Association funds", includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding. The premiums on such insurance or bonds shall be a

common expense.

6.9. Financial Reports. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party or the Association's Accountant, a compiled financial statement for the preceding fiscal year. Within twenty-one (21) days after the compiled financial statement is completed or received by the Association, the Association shall mail to each Unit owner at the address last furnished to the Association by the Unit owner, or hand deliver to each Unit owner, a copy of the financial report or a notice that a copy of the compiled financial statement will be mailed or hand delivered to the Unit owner, without charge, upon receipt of a written request from the Unit owner.

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

6.11. Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by a Unit owner shall first be applied to late fees, then to interest, then to costs, then to attorney fees, then to other charges, then to fines and then to assessments, in the order they came due.

6.12. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year, unless modified by the Board of Directors in accordance with IRS regulations.

7. **RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation of the Association and the use, occupancy, alteration, maintenance, transfer and appearance of Units, common elements and limited common elements, subject to any limits contained in the Declaration of Condominium. Copies of such rules and regulations shall be furnished to each Unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Unit owners and uniformly applied and enforced.

8. **COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in the Declaration and governing documents, the following shall apply:

8.1. Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or members' family, tenants, or guests, or all, who commit violations of Chapter 718, Florida Statutes, the provisions of the governing documents, master documents, or the rules and regulations, or who condone such violations by their family members, guests or tenants or who fail to pay assessments or other charges. Fines shall be in amounts deemed necessary by the Board to deter future violations, and the maximum fine in the aggregate shall be

as set forth in the Declaration. A fine may be levied on the basis of each day of a continuing violation, and except as provided in section 8.2 below, with a single notice and opportunity for hearing. Suspensions of the use of common areas and facilities may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

A. Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall, except as provided in section 8.2 below, be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

1. A statement of the date, time and place of the hearing;
2. A specific designation of the provisions of Chapter 718, Florida Statutes, the governing documents or the rules which are alleged to have been violated;
3. A short and plain statement of the specific facts giving rise to the alleged violation(s); and
4. The possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

B. Hearing. At the hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) members appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy same.

8.2. Suspensions and Fines without Hearing. The foregoing notwithstanding, as provided in section 718.303 (3)(b), Florida Statutes, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member because of the failure of the member to pay assessments or other charges when due.

8.3. Correction of Health and Safety Hazards. Any violations of the Association rules which creates conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit Owner.

8.4. Pre-Suit Mediation and Non-Binding Arbitration. In the event of any "dispute" in section 718.1255, Florida Statutes, between a Unit Owner and the Association, the

parties must initiate pre-suit mediation or submit the dispute to non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Units prior to filing suit over the disputed matters. Any matters which are exempted from the arbitration requirements pursuant to Florida Law shall likewise not be required to pursue arbitration.

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

9. **AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1. Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon written petition to the Board, signed by at least of twenty percent (20%) of the total voting interests.

9.2. Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or members, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3. Vote Required: Except as otherwise provided by law, or by specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of those members who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law and at which a quorum is present. Amendments may also be approved by written consent of a majority of the total voting interests. The Board of Directors may amend these Bylaws to correct scrivener's errors or omissions and amend and restate the Bylaws in order to consolidate into one document, amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

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

10. **MISCELLANEOUS.**

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

10.2. Severability. Should any portion of these Bylaws be found to be void or become unenforceable, the remaining provisions shall remain in full force and effect.

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