CC&Rs

Waterford Condominium Association of Collier County Inc.

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12/17/2002 at 12:37PM DWIGHT B. BROCK, CLERK
REC FEE 168.00

This instrument prepared by:
Tamela Eady Wiseman, Esquire
350 Fifth Avenue South, Suite 203
Naples, Florida 34102

Retn:
TAMELA WISEMAN
350 FIFTH AVENUE SOUTH #203
NAPLES FL 34102

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC., a Florida corporation not for profit, does hereby certify that, at a duly called special meeting of the members, held on the 12th day of November, 2002, where a quorum was present, after due notice, the resolution set forth below was approved and adopted by three-fourths (3/4ths) of the voting interests present in person or by proxy and voting for the purpose of amending and restate the Declaration of Condominium of New Waterford, a condominium as originally recorded in Official Records Book 1672, Page 1064 Public Records of Collier County, Florida.

RESOLVED: That the Declaration of Condominium of New Waterford, a condominium be and is hereby amended and restated in the form attached hereto and made a part hereof.

Date: 12/11/02

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.

Signature of Witness

By: Judith J. Easley, its President

LANCE PARMALEE
Print Name of Witness

Signature of Witness

ALIDA KEEN
Print Name of Witness

(SEAL - FLORIDA CORPORATION NOT FOR PROFIT)

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STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 11th day of December, 2002, personally appeared before me Judy J. Easley, as President of Waterford Condominium Association of Collier County, Inc., a Florida corporation not for profit.

Notary Public-State of Florida:

Sign Beverly Kueter
Print BEVERLY KUETER
Personally Known ✓, or Produced Identification _____
Type of Identification Produced: _____
Affix Seal Below:

Beverly Kueter
MY COMMISSION EXPIRES
August 31, 2003
#CC832676
Bonded thru Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

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

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

NEW WATERFORD, A CONDOMINIUM

On December 19, 1991, the original Declaration of Condominium of New Waterford, a Condominium (hereinafter the "Condominium") was recorded in Official Record Book 1672, at Page 1064 *et seq.*, of the Public Records of Collier County, Florida. That Declaration of Condominium, as it has previously been amended, is hereby further amended in part and is restated in its entirety.

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP:** This Amended and Restated Declaration of Condominium is made by Waterford Condominium Association of Collier County, Inc, a Florida corporation not for profit, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. The 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 parcels. 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.

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2. **NAME AND ADDRESS:** The name of this Condominium is New Waterford, a Condominium, and its street address is Belville Boulevard, Naples, Florida.

3. **DESCRIPTION OF CONDOMINIUM PROPERTY:** The land submitted to the condominium form of ownership by the original Declaration (hereinafter the "Land") is legally described in Exhibit "A" to the original Declaration, which Exhibit is hereby incorporated by reference.

4. **DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, (The "Condominium Act"), unless the context otherwise requires.

4.1 "**Apartment**" has the same meaning as the term "unit" as defined in the Condominium Act.

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

4.3 "**Assessment**" means a share of the funds required for the payment of common expenses which from time to time is assessed against the units.

4.4 "**Association**" means Waterford Condominium Association of Collier County, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

4.5 "**Association property**" means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

4.6 "**Berkshire Lakes**" means the master planned community in which the Condominium is located.

4.7 "**Board of Directors**" or "**Board**" means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

4.8 "**Common Elements**" means that portion of Condominium property located outside the individual units.

4.9 "**Condominium Documents**" means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

4.10 "**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.

(C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

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4.11 "**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 on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

4.12 "**Institutional Mortgagee**" means the mortgagee (or its assignee) of a mortgage against a Condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

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

4.14 "**Limited Common Elements**" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.15 "**Master Association**" means the Berkshire Lakes Master Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the common properties

within Berkshire Lakes, as described in the Master Documents. All unit owners in this Condominium shall be members of the Master Association.

4.16 "**Master Documents**" means the Declaration of Covenants, Conditions, Restrictions and Easements for Berkshire Lakes as originally recorded in Official Records Book 1339, Page 234, *et seq.* of the Public Records of Collier County, Florida including all recorded exhibits thereto, as the same may be amended from time to time.

4.17 "**Occupy**", when used in connection with a unit, means the act of staying overnight in a unit. "**Occupant**" is a person who occupies a unit.

4.18 "**Primary Institutional Mortgagee**" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of units encumbered, and not by the dollar amount of such mortgages.

4.19 "**Primary Occupant**" means the natural person approved for occupancy when title to a unit is held in the name of two 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.

4.20 "**Rules and Regulations**" means those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.

4.21 "**Voting Interest**" means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are one hundred sixty-eight (168) units, so the total number of voting interests is one hundred sixty-eight (168) votes.

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5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declaration as Exhibit "B", and incorporated by reference herein, are a survey 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. Together with this Declaration, the exhibit is in sufficient detail to identify each unit, the common elements and limited common elements, and their relative locations and dimensions. The identification of units by number and by building is as follows:

Building	2 Bedroom Units	3 Bedroom Units
A (800 New Waterford Dr.)	A-102 & A-103 A-202 & A-203	A-101 & A-104 A-201 & A-204
B (810 New Waterford Dr.)	B-102 & B-103 B-202 & B-203	B-101 & B-104 B-201 & B-204
C (815 New Waterford Dr.)	C-102 & C-103 C-202 & C-203	C-101 & C-104 C-201 & C-204

D (955 New Waterford Dr.)	D-102 & D-103 D-202 & D-203	D-101 & D-104 D-201 & D-204
E (945 New Waterford Dr.)	E-102 & E-103 E-202 & E-203	E-101 & E-104 E-201 & E-204
F (935 New Waterford Dr.)	F-102 & F-103 F-202 & F-203	F-101 & F-104 F-201 & F-204
G (925 New Waterford Dr.)	G-102 & G-103 G-202 & G-203	G-101 & G-104 G-201 & G-204
H (915 New Waterford Dr.)	H-102 & H-103 H-202 & H-203	H-101 & H-104 H-201 & H-204
I (905 New Waterford Dr.)	I-102 & I-103 I-202 & I-203	I-101 & I-104 I-201 & I-204
J (895 New Waterford Dr.)	J-102 & J-103 J-202 & J-203	J-101 & J-104 J-201 & J-204
K (835 New Waterford Dr.)	K-102 & K-103 K-202 & K-203	K-101 & K-104 K-201 & K-204
L (825 New Waterford Dr.)	L-102 & L-103 L-202 & L-203	L-101 & L-104 L-201 & L-204
M (820 New Waterford Dr.)	M-102 & M-103 M-202 & M-203	M-101 & M-104 M-201 & M-204
N (830 New Waterford Dr.)	N-102 & N-103 N-202 & N-203	N-101 & N-104 N-201 & N-204
O (840 New Waterford Dr.)	O-102 & O-103 O-202 & O-203	O-101 & O-104 O-201 & O-204

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P (850 New Waterford Dr.)	P-102 & P-103 P-202 & P-203	P-101 & P-104 P-201 & P-204
Q (845 New Waterford Dr.)	Q-102 & Q-103 Q-202 & Q-203	Q-101 & Q-104 Q-201 & Q-204
R (855 New Waterford Dr.)	R-102 & R-103 R-202 & R-203	R-101 & R-104 R-201 & R-204
S (865 New Waterford Dr.)	S-102 & S-103 S-202 & S-203	S-101 & S-104 S-201 & S-204
T (875 New Waterford Dr.)	T-102 & T-103 T-202 & T-203	T-101 & T-104 T-201 & T-204
U (885 New Waterford Dr.)	U-102 & U-103 U-202 & U-203	U-101 & U-104 U-201 & U-204

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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:

(1) Upper Boundaries. The horizontal plane of the interior unfinished lower surface of the ceiling of the unit.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete 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 walls bounding the unit as shown in Exhibit "B" hereto, extended to their intersections with each other and with the upper and lower boundaries.

(C) Interior Walls. Interior walls and partitions are part of the unit.

(D) Apertures. All glass and other transparent material in the walls of the unit, including screens in windows and doors and all framings, casings and hardware therefor, shall be included in the unit.

(E) Exclusions from Units. Not included in the units are:

(1) All pipes, ducts, vents, wires, conduits, and other facilities, equipment or fixtures running through any interior wall, or horizontal or vertical portion of a unit for the furnishing of utility

services, heating, cooling or ventilation to units, common elements or limited common elements.

(2) All spaces and improvements lying beneath the undecorated or unfinished inner surface of all interior columns, bearing walls and bearing partitions.

(3) All spaces and improvements lying beneath the undecorated or unfinished inner surface of the perimeter walls and floors, and above the lowest horizontal plane of the upper structural elements of each 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 Exhibits "B" hereto shall control in determining the boundaries of a unit, except the provisions of 5.2(D) above shall control over Exhibit "B". Nothing herein shall be construed as purporting to change the boundaries of the units as provided in the original Declaration.

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE:

6.1 Shares of Ownership. The Condominium contains one hundred sixty-eight (168) units. The owner of each unit shall also own a one/one hundred sixty-eighth (168th) undivided share in the common elements and the common surplus.

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 and the common surplus, 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 Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.

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

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

(E) Membership rights in the Master Association with all rights and obligations provided in the Master Documents.

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

Each unit and its appurtenances constitutes a "condominium parcel".

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. An 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 of 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 divided or any fractional

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portion sold, leased or otherwise transferred. The use of the units, common elements and limited common elements shall be governed by the Condominium documents and by the rules and regulations adopted by the Board of Directors, as set forth in Section 7 of the Bylaws.

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 above. The common elements include without limitation the following:

(A) The Land.

(B) All portions of the buildings and other improvements outside the units, including all limited common elements.

(C) Easements through each unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other units or the common elements.

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

(E) The fixtures and installations required for access and utility services to more than one unit or to the common elements.

7.2 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 owners with respect to such easements.

(A) Utility and other Easements. 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, service or access 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 or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.

(B) Encroachments. If for any reason other than the intentional act of the unit owner or the Association, any unit encroaches upon any of the common elements or upon any other unit, or any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

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

(D) Support. Each unit shall have an easement of support and necessity and shall be subject to an easement of support and necessity in favor of all other units and common elements.

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

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with the title to the unit, whether or not 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. All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit.

(B) Porches and Lanais. Any porch or lanai attached to and serving exclusively a unit shall be a limited common element. The unit owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a common expense. 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, repair, replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the unit owner.

(C) Parking Garages. Unit garages as depicted on Exhibit "B" are limited common elements as originally assigned by the developer of the Condominium. Each unit has been assigned a garage, and no parking garage shall be conveyed separately from the unit to which it has been assigned. Each parking garage shall be used only for the parking of an automobile and/or storage and may not be used or converted to additional living space. The owner of the unit to which the parking garage has been assigned shall be responsible for the maintenance, repair and replacement of the garage doors, including the frames and hardware therefor (except for

the exterior painting which shall be the Association's responsibility) and the door opening mechanism as well as the maintenance of all interior surfaces of the garage. The Association shall be responsible for all other maintenance, repair and replacement of the garage, including the roof and structural components, and the cost shall be a common expense.

(D) Others. Any part of the common elements that is connected to or exclusively serves 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.

8.2 Exclusive Use. The exclusive use of a limited common element is an appurtenance to the unit or units to which it is designated or assigned. The right of exclusive use 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.

9. ASSOCIATION: The operation of the Condominium is by Waterford Condominium Association of Collier County, 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. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as Exhibit "D", as they may be amended from time to time.

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium property and 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 retain at all times the powers and duties provided in the Condominium Act.

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9.4 Membership. The membership of the Association shall be the record owners of legal title to the units, as further provided in 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 being a unit owner.

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 nonexercise 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 fees for the use of common elements or Association property. The Association has the power to enter into agreements to acquire leaseholds,

memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

9.7 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable 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, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Sections 9.8 and 9.9 above.

9.11 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available to any member upon request.

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair Condominium or Association property, the Association shall not be liable to individual unit owners for personal injury or property damage 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.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

10.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement and insurance of the common elements and Association property, the expenses of operating the Association, assessments levied against the members by the Master Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense. If the Board of Directors contracts for pest control within units or basic cable television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense. Alternatively, the Master Association has the authority to enter into such an agreement and to include the proportionate costs thereof in the assessments levied against members.

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10.2 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.

10.3 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.

10.4 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. Except as provided in Section 20.3 below as to certain first mortgagees, whenever title to a Condominium parcel is transferred for any reason, the new owner becomes jointly and severally liable with the previous owner for all assessments 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.

10.5 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 or the common elements for any reason whatsoever. 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 20.3 below as to certain first mortgagees. Nothing herein shall be construed to prevent the Association from compromising or settling a claim for past due assessments for less than full payment, if the Board determines that such compromise or settlement is in the best interest of the Association.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law (currently eighteen percent (18%) per annum), calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law (currently the greater of twenty-five dollars ($25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that payment is late). 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. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a unit is unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's 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, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail 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 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each Condominium parcel securing payment of past due assessments, including 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. Said lien cannot secure fines, charges or other fees. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the Condominium parcel, the name of the record owner, the name and address of the Association, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Condominium Act, as amended from time to time. 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, as amended from time to time. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.10 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.

10.11 Certificate As To Assessments. Within fifteen (15) 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 Condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

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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) Electrical wiring up to the circuit breaker panel in each unit.

(B) Rough plumbing.

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

(D) The exterior painting of the entrance doors to the units and the overhead and side garage doors.

(E) All exterior building walls.

(F) Parking garages, to the extent required by Section 8.1 (C) thereof.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit unless such work can only be reasonably accomplished by gaining access to an adjacent unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a unit owner or his predecessor in title, nor shall the Association be responsible for repair or restoration costs if the need for the work was caused by the negligence of the owner, nor shall the Association be responsible for unavoidable damage to surface treatments or decorations.

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:

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

(B) The entrance door to the unit, except for exterior painting as provided in Section 11.1(D) hereof.

(C) All other doors within or affording access to the unit.

(D) 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.

(E) The circuit breaker panel and all electrical wiring going into the unit from the panel.

(F) Appliances, water heaters, smoke alarms and vent fans.

(G) All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively.

(H) Carpeting and other floor coverings.

(I) Doors, windows, glass, framing, hardware and locks.

(J) Shower pans.

(K) The main water supply shut-off valve for the unit.

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

(M) All interior, partition walls which do not form part of the boundary of the unit.

(N) Limited common elements to the extent required in Section 8.1 and 11.3(A) hereof.

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11.3 Other Unit Owner Responsibilities:

(A) Porches and Lanais. Where a limited common element consists of a porch or lanai area, the unit owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling bounding said area, if any; and all fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs.

(B) Interior Decorating. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, panelling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(C) Flooring. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms, entry halls or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements.

(D) 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 and the outside appearance shall be white or neutral.

(E) Modifications and Alterations. If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property.

(F) Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that 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 not paid by the contractor's insurance.

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, or in any

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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 without prior Board approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the Condominium. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain, except that this prohibition shall not apply to those satellite dishes that are 18' in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time or as otherwise specifically authorized herein. The Board is empowered to adopt rules governing the types of satellite dishes, restrictions relating to safety, location and maintenance of said dishes to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. No satellite dish or antenna of any kind shall be installed on the common elements, except for any device installed by the Board of Directors to provide bulk services to unit owners as contemplated in Section 10.1 hereof which installation is specifically authorized hereby. Any approved device shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations.

11.5 Alterations and Additions to Common Elements and Association Property. 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. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than $10,000.00 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or Association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

11.6 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required above, the Association may 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 business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses of collection, if any.

11.7 Negligence; Damage Caused by Condition in Unit. 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, or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit (except those limited common elements required to be maintained by the Association, as provided in Section 8.1), 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 to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner. Any costs incurred by the Association under the terms of this Section shall be the responsibility of the owner, and the costs shall be secured as a charge.

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 and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

11.9 Pest Control. The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.

11.10 Hurricane Shutters. The Board of Directors shall adopt hurricane shutter specifications for each building within the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

12. USE RESTRICTIONS: The use of the Condominium property shall be in accordance with the following provisions:

12.1 Units. Each unit shall be occupied by only one family and its guests at any time, as a residence and for no other purpose. No business, commercial activity or profession shall be conducted in or from any unit. No more than four (4) persons may occupy a two (2) – bedroom unit at any time, and no more than six (6) persons may occupy a three (3) – bedroom unit at any time. The use of a unit as a public lodging establishment shall be deemed a business or 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 or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use.

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

(A) Any one person who is related to a unit owner within the first degree by blood, adoption or marriage, may occupy the unit in the absence of the owner for a period not to exceed fifteen (15) days. That person's spouse and children if any may accompany him. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one calendar year, with a maximum aggregate total of sixty (60) days.

(B) House guests not included within 12.2(A) are permitted for only one (1) family occupancy in the unit owner's absence and then only with the proviso that the family consist of no more than four (4) persons. Such guests may stay not longer than two (2) weeks and the total number of occasions for this type of guest occupancy in any unit shall be limited to three (3) in each calendar year.

(C) All guests governed by this Section 12.2 shall be registered with the Association prior to their arrival at the Condominium. Said notice shall include the names of the guests, their dates of occupancy, plus any other information requested by the Board of Directors from time to time.

12.3 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit together with the unit owner, provided the limitations of Section 12.1 hereof are met.

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

12.5 Pets. The owner of each unit may keep one (1) small pet, of a normal domesticated household type (such as a cat or dog) in the unit. The pet must be carried under the owner's arm or be leashed at all times while on the Condominium property outside of the unit. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium. No pets of any kind are permitted in leased units. No reptiles, rodents, amphibians, poultry or livestock may be kept in the Condominium. Pets shall be less than forty (40) pounds.

12.6 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. 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.

12.7 Signs. No person may post or display "For Sale", "For Rent" or other similar signs anywhere within the Condominium or on the Condominium property. "Open House" signs are permitted during the actual hours of the Open House. Signs identifying the security company monitoring a unit shall be permitted but shall be limited to not more than one (1) in the front of the unit and one (1) in the rear of the unit, subject to reasonable restrictions by the Board of Directors as to size and location of said signs.

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

12.9 Vehicles. There shall be no trucks, private or commercial, or inoperable vehicles of any type parked on condominium property unless the vehicle is parked inside the applicable parking garage. This restriction likewise applies to any vehicles containing written advertisement or solicitation for business.

12.10 Additional Restrictions. The Master Documents contain additional restrictions including those on vehicles which are applicable to the Condominium property and the unit owners. In the event of a conflict between the provisions of this Declaration and the provisions of the Master Documents, the provisions of the Master Documents shall control; provided, however, that the Declaration and the other condominium documents may contain provisions which are more restrictive than those contained in the Master Documents, in which event the more restrictive provisions shall control.

13. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

13.1 Procedures.

(A) Notice by the Unit Owner. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the unit owner is delinquent in the payment of assessments at the time the application is considered;

(2) the unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;

(3) the real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;

(4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) the prospective lessee evidences a strong probability of financial irresponsibility;

(8) the prospective lessee, during previous occupancy in this Condominium or elsewhere, has evidenced an attitude of disregard for the Association rules;

(9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or

(10) the owner fails to give proper notice of his intention to lease his unit to the Board of Directors.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.

(E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

(F) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than -three (3) times in any calendar year, with the minimum lease term being thirty (30) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.

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13.4 Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.5 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term, except as otherwise may be required by law subject to regulation by the Board of Directors.

13.6 Regulation by Association. All of the provisions of the Condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee 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 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.

13.7 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently $100.00 per applicant with husband and wife or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

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14. TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit shall be subject to the following provisions:

14.1 Forms of Ownership:

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

(B) Two or More Persons. Co-ownership of units by two or more natural persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the unit may be used as short-term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period, except in the case of the death or incapacity of the primary occupant.

(C) Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the

manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections 14.1(B) and (C) shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

(E) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under 14.2 below. In that event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 14.1(B) above.

14.2 Transfers.

(A) Sale or Gift. No unit owner may dispose of a unit or any ownership interest in a unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.

(D) To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

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14.3 Procedures.

(A) Notice to Association.

(1) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

(2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 13.

(3) Demand. With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.

(4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within thirty (30) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

(1) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

(a) the person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(b) the person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) the person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(d) the person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(e) the person seeking approval has evidenced an attitude of disregard for association rules by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;

(f) the transfer to the person seeking approval would result in that person owning more than two (2) units in the Condominium;

(g) 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; or

(h) the transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

(2) Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 14.3(A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereafter "the seller") the name of an approved purchaser who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

(3) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

14.6 Fees Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently $100.00 per applicant with husband and wife or parent and child considered one applicant).

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

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

15.2 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

15.3 Required Coverage. The Association shall maintain adequate insurance covering all of the buildings and the common elements as well as all Association property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

(A) Property. 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.

(B) Flood. In amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program, if required by law.

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

(D) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(E) Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

(F) Statutory Fidelity Bond.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners. Some of the more common options include:

(A) Additional flood insurance.

(B) Broad Form Comprehensive General Liability Endorsement.

(C) Directors and Officers Liability.

(D) Medical Payments.

(E) Leakage, seepage and wind-driven rain.

15.5 Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives upon request.

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

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear, and all proceeds from policies purchased by the Association shall be payable only to the Association except as otherwise provided in Section 15.9 below in instances where an Insurance Trustee has been appointed. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

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

(B) Units. Proceeds on account of damage within the units shall be held in prorated shares, based on the amount of damage within each damaged unit as a percentage of the total damage within all units, less the deductible.

(C) Mortgagee. If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against unit or units, except when the funds are not used for repairs or to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee

shall have any right to participate in determining whether improvements will be restored after casualty.

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

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

(A) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(B) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.

(C) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

15.9 Association as Agent; Insurance Trustee. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property. Alternatively, the Board of Directors may select an independent Insurance Trustee. In such event any proceeds will be paid to or any undisbursed proceeds in the control of the Association will be paid over to the independent Insurance Trustee. All persons for whose benefit such insurance is held shall be bound by the Association's selection of the Insurance Trustee.

The independent Insurance Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from unit owners as a common expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each unit, the mortgagee(s) thereof, and the respective percentages

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of any distribution which is to be made to such owner(s) and mortgagee(s), as their respective interests may appear.

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 on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15.7 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair, and shall bear the burden of the deductible in the same shares as they received the benefits of the Association's coverage.

16.2 Damage to 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, 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.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage caused by a common occurrence whereby at least three-fourths (3/4ths) of the total units cannot reasonably be rendered habitable within sixty (60) days. 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 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.

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

(C) A membership meeting shall be called by the Board of Directors to 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:

(1) 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 with a special assessment not exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then the Condominium shall be restored or repaired unless two-thirds (2/3rds) of the total voting interests vote for termination, in which case the Condominium shall be terminated.

(2) If upon the advice of legal counsel, 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 the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can only be accomplished by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then unless two-thirds (2/3rds) of the total voting interests vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If the requisite number of unit owners approve reconstruction, the Board of Directors shall levy such assessments as are necessary and shall proceed to negotiate and contract for necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and restoration of the property.

(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 approved by at least two-thirds (2/3rds) of the Board of Directors shall be conclusive, and shall be binding upon all unit owners.

16.4 Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and restoration come first 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 15.7(C) 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 conclusively presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least three-fourths (3/4ths) of the units, and by the Primary 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 purpose of realizing just compensation, except as may otherwise be required by F.S. 73.073.

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 the 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:

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(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 unit owners. This shall be done by restating the shares of continuing unit owners 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 all unit owners who will continue as owners of units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners 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 with the following. The unit owner and the Association shall each appoint one certified real property appraiser, who shall appraise the unit and determine the fair market value by computing the arithmetic average of their appraisals of the unit. If there is a first mortgage, the first mortgagee shall have the right, but not the obligation, to appoint a third state certified appraiser to participate in this process. A judgment of specific performance upon the fair market value calculated in this manner 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 only 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. 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 and Exhibits "A" and "B" in conformity to the changes mandated by Sections 17.5 and 17.6 above. Such amendment need be approved only by the owners of a majority of the units. Approval of or joinder by lien holders is not required for any such amendment.

18. TERMINATION: The Condominium may be terminated in the following manner:

18.1 Agreement. The Condominium may be terminated at any time by written agreement of the owners of at least eighty percent (80%) of the units, and the Primary Institutional Mortgagee. Termination incident to merger shall be accomplished as provided in Section 22.9 below.

18.2 Very Substantial Damage. If the Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 16.3, and it is not decided as therein provided that it will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will thereby terminate without agreement.

18.3 General Provisions. Upon termination, the former unit owners shall become the owners, as tenants in common, of all Condominium and Association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements, and the costs of termination, as well as post-termination costs of maintaining the former Condominium property, shall be common expenses, the payment of which shall be secured by a lien on the interest owned by each tenant in common. The mortgagee or lienor of a unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other assets of the Association which he may become entitled to receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association, executed with the formalities of a deed, and certifying as to the facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Collier County, Florida.

18.4 New Condominium. The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

18.5 Partition; Sale. Following termination, the former Condominium property and Association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

18.6 Last Board. The termination of the Condominium does not, by itself, terminate the Association. The members of the last Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association.

18.7 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

19. ENFORCEMENT:

19.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Condominium documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

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(A) The Association;

(B) A unit owner;

(C) Anyone who occupies or is a tenant or guest in a unit; or

(D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Creation and Enforcement of Charges. The Association shall have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs and expenses to the Association which cannot be secured as assessments, regular or special, under Section 718.116 of the Condominium Act. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

19.3 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a purchaser or unit owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the condominium documents.

19.4 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner or the Association to comply with the requirements of the Condominium Act, the Condominium documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

19.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owners under the law and the Condominium documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the institutional mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the unit's share of ownership of the common elements, except as otherwise provided in Sections 17.5(C), 17.6(C) and 17.8.

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

20.3 First Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the liability of the first mortgagee for the unpaid common expenses or assessments attributable to the Condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the first

mortgagee's acquisition of title, shall be limited to the amount the first mortgagee is required to pay under the Condominium Act, as it may be amended from time to time. No acquirer of title to a Condominium parcel 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.

20.4 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.

20.5 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.

20.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the most recent financial report or financial statement of the Association.

20.7 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. An increase in coverage shall not be deemed a material modification under this paragraph, nor shall any change in coverage which is mandatory under the Condominium Act as amended from time to time.

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

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21. AMENDMENT OF DECLARATION: All amendments to this Declaration shall be proposed and adopted in the following manner:

21.1 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 (1/4th) of the units.

21.2 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.

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium documents, this Declaration may be amended if the proposed amendment is approved by at least three fourths (3/4ths) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.11 of the Bylaws.

21.4 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, which 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.

21.5 Proviso. No amendment may change the boundaries or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the unit, and any institutional mortgagee holding a mortgage on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17. No amendment shall operate to unlawfully discriminate against any unit owner nor against any class of unit owners.

21.6 Correction of Errors. If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

22. MISCELLANEOUS:

22.1 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 effect the remaining portions.

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

22.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

22.4 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. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

22.5 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.

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

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

22.8 Time Share Prohibited. No time share estates may be created in this Condominium.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

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

Signed in the presence of:

Witness

LANCE PARMALEE
Printed name of witness

Witness

ALIDA KEEN
Printed name of witness

Waterford Condominium Association of Collier County, Inc.

Judith J Easley, President
(Seal - Florida Corporation Not for Profit)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 11th day of December, 2002, personally appeared before me Judy Easley, as President of Waterford Condominium Association of Collier County, Inc., a Florida corporation, who executed the foregoing certificate in the name and on behalf of said corporation.

Notary Public-State of Florida:
Sign Beverly Kuster
Print Beverly Kuster
Personally Known ✓; or Produced Identification ____
Type of Identification Produced: ____
Affix Seal Below:

Beverly Kuster
MY COMMISSION EXPIRES August 31, 2003
#CC832676
Bonded thru Troy Fain-Insurance
NOTARY PUBLIC STATE OF FLORIDA

COPY
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

EXHIBITS TO DECLARATION

The following exhibits were recorded on December 19, 1991, together with the Declaration of Condominium of New Waterford, a Condominium, by Declaration created on the same date, at Book 1672, Page 1064 *et seq.*, Public Records of Collier County, Florida. These exhibits, as previously amended to date, are hereby incorporated by reference as exhibits to the attached Amended and Restated Declaration of Condominium.

EXHIBIT "A" - LEGAL DESCRIPTION AND SURVEY OF CONDOMINIUM PROPERTY
EXHIBIT "B" - SURVEY

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

EXHIBIT "C" - ARTICLES OF INCORPORATION OF ASSOCIATION
EXHIBIT "D" - BYLAWS OF THE ASSOCIATION

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

3181794 OR: 3288 PG: 2155
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
05/12/2003 at 10:35AM DWIGHT B. BROCK, CLERK
REC FEE 91.50

This instrument prepared by:
Tamela Eady Wiseman, Esquire
350 Fifth Avenue South, Suite 203
Naples, Florida 34102

Rets:
TAMELA WISEMAN
350 FIFTH AVE S #203
NAPLES FL 34102

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC., a Florida corporation not for profit, does hereby certify that, at a duly called special meeting of the members, held on the 22nd day of January, 2003, where a quorum was present, after due notice, the resolutions set forth below were approved by the votes indicated for the purpose of amending Articles of Incorporation and Bylaws of the corporation which are exhibits to the Declaration of Condominium of New Waterford, a condominium as originally recorded in Official Records Book 1672, Page 1064 Public Records of Collier County, Florida.

1. The following resolution was approved and adopted by the affirmative vote of a majority of the voting interests:

RESOLVED: That the Articles of Incorporation of this corporation be and are hereby amended and restated, and the Amended and Restated Articles of Incorporation are adopted in the form attached hereto and made a part hereof; and

2. The following resolution was approved and adopted by the affirmative vote of at least two-thirds (2/3rds) of the voting interests present and voting:

RESOLVED: That the Bylaws of Waterford Condominium Association of Collier County, Inc. be and are hereby amended and restated, and the Amended and Restated Bylaws are adopted in the form attached hereto and made a part hereof.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Date: April 15, 2003

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.

Orie La Croix
Signature of Witness
Orie La Croix
Print Name of Witness
Christine M. Parmalee
Signature of Witness
Christine M. Parmalee
Print Name of Witness

By: Judith J. Easley, its President

(SEAL - FLORIDA CORPORATION NOT FOR PROFIT)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 15 day of April, 2003, personally appeared before me Judith J. Easley, as President of Waterford Condominium Association of Collier County, Inc., a Florida corporation not for profit.

Notary Public-State of Florida:
Sign Dorian Estremera
Print Dorian Estremera
Personally Known X; or Produced Identification _____
Type of Identification Produced: _____
Affix Seal Below:

DORIAN ESTREMERA
Commission # DD0161648
Expires 3/30/2006
Bonded thru
(800-432-4254) Florida Notary Assn., Inc.

3373156 OR: 3534 PG: 3547
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/05/2004 at 11:08AM DWIGHT B. BROCK, CLERK
REC FEE 10.50

This instrument prepared by:
Tamela Eady Wiseman, Esquire
350 Fifth Avenue South, Suite 203
Naples, Florida 34102

Retn:
TAMELA EADY WISEMAN
350 FIFTH AVE S #203
NAPLES FL 34102

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC., a Florida corporation not for profit, does hereby certify that, at a duly called annual meeting of the members, held on the 28th day of January, 2004, where a quorum was present, after due notice, the resolution set forth below was approved and adopted by three-fourths (3/4ths) of the voting interests present in person or by proxy and voting for the purpose of amending and restate the Declaration of Condominium of New Waterford, a condominium as originally recorded in Official Records Book 1672, Page 1064 Public Records of Collier County, Florida.

RESOLVED: That the Declaration of Condominium of New Waterford, a condominium be and is hereby amended and restated in the form attached hereto and made a part hereof.

Date: 3/22/04

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.

Christine M Parmalee
Signature of Witness

By: Judith J Easley
, its President

Christine M. Parmalee
Print Name of Witness

Signature of Witness

(SEAL - FLORIDA CORPORATION NOT FOR PROFIT)

ALIDA KEEN
Print Name of Witness

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 22nd day of MARCH, 2004, personally appeared before me JUDITH J. EASLEY, as President of Waterford Condominium Association of Collier County, Inc., a Florida corporation not for profit.

Notary Public, State of Florida:

Sign Beverly Kueter
Print BEVERLY KUETER
Personally Known X; or Produced Identification _____
Type of Identification Produced: _____
Affix Seal Below:

Beverly Kueter
MY COMMISSION EXPIRES August 31, 2007
#DD245157
Bonded thru Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "A"
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF NEW WATERFORD, A CONDOMINIUM

The Declaration of Condominium of New Waterford, a Condominium, shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

Section 13.2 of the Declaration of Condominium of New Waterford, a Condominium, shall be amended as follows:

13.2 **Term of Lease and Frequency of Leasing.** A unit owner may not lease his unit during the first full year of unit ownership. The restriction on leasing will expire on the first anniversary of the date the owner takes title to the unit. No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

INSTR 4324985 OR 4477 PG 193 RECORDED 7/29/2009 1:20 PM PAGES 2
DWIGHT E. BROCK, COLLIER COUNTY CLERK OF THE CIRCUIT COURT
REC $18.50

Prepared by:
Susan M. McLaughlin, Esquire
CONDO & HOA LAW GROUP, LLC
2030 McGregor Boulevard
Fort Myers, FL 33901
Tel: (239) 333-2992

NOTICE OF MEMBERS' ELECTION TO ALLOCATE RESPONSIBILITY FOR CASUALTY LOSSES ACCORDING TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF WATERFORD

The undersigned, being the President and Secretary of WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC., a Florida non-profit corporation, do hereby certify that the Association has decided to opt out of the provisions of Section 718.111(11) (j), Florida Statutes, regarding the allocation of repair and reconstruction expenses, and elected to allocate repair and reconstruction expenses in any instance where insurance proceeds have not been collected for any reason, including, but not limited to, the operation of the deductible, policy limits, or exclusions; and/or denial or contest by the carrier or failure of the carrier, in the manner provided in the Amended and Restated Declaration of Condominium of New Waterford, a Condominium, recorded on December 17, 2002, in Official Record Book 3176, Page 3013, *et seq.,* all in the Public Records of Collier County, Florida, and all amendments thereto. The original Declaration of Condominium of New Waterford, a Condominium, was recorded in the Public Records of Collier County, Florida, on December 19, 1991, in Official Record Book 1672, Page 1064, *et seq.*

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

The election by the members was duly approved, adopted, and enacted by the affirmative vote of the required percentage of voting interests at the Annual Members Meeting convened for that purpose on January 15, 2009, at which a quorum was present and for which due notice was given.

Dated this 6th day of July 2009.

Signed, sealed, and delivered in the presence of:

Witness 1:
Sign: Shirley Hingston
Print: Shirley Hingston

Witness 2:
Sign: James E Lavinski
Print: JAMES E LAVINSKI

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.

(Seal)
Sign: Judith J. Easley
Print: Judith J. Easley
Title: President

STATE OF Florida
COUNTY OF Collier

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of July, 2009, by Judith J. Easley as President of Waterford Condominium Association of Collier County, Inc., who is (check one):
✓ personally known to me OR
_____ produced _____ as identification.

(SEAL/STAMP)

SHIRLEY C. HINGSTON
Comm# DD0776296
Expires 6/7/2012
Florida Notary Assn., Inc

Signed: Shirley Hingston
Print: Shirley Hingston
Notary Public – State of Florida
Serial Number: DD0776296
My Commission Expires: 6-7-2012

Signed, sealed, and delivered in the presence of:

Witness 1:

Sign: Shirley Hingston
Print: Shirley Hingston

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.

(Seal)

Witness 2:

Sign: J E Lavinski
Print: JAMES E LAVINSKI

Sign: Lois J. Chimbidis
Print: Lois J. Chimbidis
Title: Secretary

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF Florida
COUNTY OF Collier

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of July, 2009, by Lois Chimbidis, as Secretary of Waterford Condominium Association of Collier County, Inc., who is (check one):
✓ personally known to me OR
_____ produced _____ as identification.

(SEAL/STAMP)

SHIRLEY C. HINGSTON
Comm# DD0776296
Expires 6/7/2012
Florida Notary Assn., Inc

Signed: Shirley Hingston
Print: Shirley Hingston
Notary Public – State of Florida
Serial Number: DD0776296
My Commission Expires: 6-7-2012

INSTR 4418139 OR 4556 PG 2945 RECORDED 4/15/2010 2:53 PM PAGES 3
DWIGHT E. BROCK, COLLIER COUNTY CLERK OF THE CIRCUIT COURT
REC $27.00

PREPARED BY:
Diane M. Simons-Burnside, Esq.
Condo & HOA Law Group, LLC
2030 McGregor Boulevard
Fort Myers, FL 33901
239-333-2992

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President and Secretary for WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC., a Florida non-profit corporation, do hereby certify that the attached Amendment to the Declaration of Condominium of New Waterford, a condominium as originally recorded in Official Records Book 1672, Page 1064, *et seq.*, of the Public Records of Collier County, Florida, was duly approved, adopted, and enacted by the affirmative vote of the proper percentage of voting interests of the Association at a special members meeting called for that purpose at which a quorum was present held on the 1st day of April, 2010.

Dated this 13 day of April, 2010.

WITNESSES:

(Sign) James E Lavinski
(Print) JAMES E LAVINSKI

(Sign) Shirley Hingston
(Print) SHIRLEY HINGSTON

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.,

BY: Jim Capazzi
President of the Association

JIM CAPAZZI
Jim Capazzi

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of April, 2010, by Jim Capazzi, as President of Waterford Condominium Association of Collier County, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.

SEAL

NOTARY PUBLIC:
Shirley Hingston
STATE OF FLORIDA
My Commission Expires: 6-7-2012

SHIRLEY C. HINGSTON
Comm# DD0776296
Expires 6/7/2012
Florida Notary Assn., Inc

Certificate of Amendment
Page 2

WITNESSES:

(Sign) Judith J Easley
(Print) Judith J. Easley

(Sign) Shirley Hingston
(Print) Shirley Hingston

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.,

BY: Lois Chimbidis
Secretary of the Association
Lois Chimbidis
Lois Chimbidis

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 14 day of April, 2010, by Lois Chimbidis, as Secretary of Waterford Condominium Association of Collier County, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.

SEAL

NOTARY PUBLIC:
Shirley Hingston
STATE OF FLORIDA
My Commission Expires: 6-7-2012

SHIRLEY C. HINGSTON
Comm# DD0776296
Expires 6/7/2012
Florida Notary Assn., Inc

COPY
CLERK OF THE CIRCUIT COURT
COLLIER COUNTY

DECLARATION AMENDMENT

Note: Additions are shown underlined, deletions are shown ~~struck through~~.

Amendment to the Declaration is as follows:

11.3 Other Unit Owner Responsibilities:

(C) Flooring. All units above the ground floor shall ~~always~~ have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchen, bathrooms, entry halls or laundry rooms. ~~An~~ A second floor owner who desires to install in place of carpeting or existing hard surface flooring, any substitute hard surface floor covering (e.g. marble, slate, ceramic tile, parquet, wood) in lieu of carpeting may do so only after obtaining prior written approval of the Board of Directors and so long as the substitute hard surface floor covering is installed by a licensed contractor and meets sound transmission class rating of 72, as determined by ASTM Standard E20, E413 and E492 and Impact Rating of 75. Materials that are equal to or exceed these standards must be used, but only with documentation that the materials meet the standards, the contractor is qualified, and only after obtaining prior written approval of the Board of Directors. ~~shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation.~~ The Board will obtain consent from the unit owner directly below the requesting unit prior to giving any approval. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements. If any floor covering must be removed in order for the Association to perform any of its maintenance, repair or replacement responsibilities the Association shall not be responsible for any damage caused thereto or cost of reinstallation or replacement thereof.

INSTR 4946087 OR 5009 PG 1992 RECORDED 2/18/2014 10:32 AM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by:
Margot J. Wainger, Esq.
Goede, Adamczyk & DeBoest, PLLC
8950 Fontana Del Sol Way, 1st Floor
Naples, Florida 34109
239-331-5100

CERTIFICATE OF AMENDMENT TO

DECLARATION OF CONDOMINIUM OF NEW WATERFORD, A CONDOMINIUM

THE UNDERSIGNED, being the President of WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC., a Florida non-profit corporation, does hereby certify that at a duly called annual meeting of the members, held on the 15th day of January, 2014, where a quorum was present, after due notice, the attached Amendment to the Declaration of Condominium for the Waterford Condominium Association of Collier County, Inc. was duly approved, adopted, and enacted by three-fourths (3/4ths) of the voting interests present in person or by proxy and voting for the purpose of amending the Declaration of Condominium of New Waterford, a condominium as originally recorded in Official Records Book 1672, Page 1064 of the Public Records of Collier County, Florida.

Dated this 30th day of January, 2014.

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.,
A Florida not for profit corporation

Audrey Schafer
(Signature of Witness)

By: Robert Paquin, President

Audrey Schafer
(Print Name of Witness)

Colleen Gift
(Signature of Witness)

Colleen Gift
(Print Name of Witness)

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Robert Paquin as President of the Waterford Condominium Association of Collier County, Inc., who is personally known to me and who executed the foregoing instrument and acknowledged before me that he executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 30th day of January, 2014.

Dorothea J. Seber
Notary Public, State of Florida

DOROTHEA J. SEBER
MY COMMISSION # FF051852
EXPIRES: October 12, 2017

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF NEW WATERFORD, A CONDOMINIUM

The Declaration of Condominium of New Waterford, a Condominium shall be amended as shown below:

Note: New language is underlined. Language being deleted is shown as ~~stricken through~~.

Section 13.2 of the Declaration of Condominium of New Waterford, a Condominium, shall be amended as follows:

13.2 Term of Lease and Frequency of Leasing. A unit owner may not lease his unit during the first full year of ownership. The restriction on leasing will expire on the first anniversary of the date the owner takes title to the unit. Notwithstanding the foregoing, in the event the Association acquires title to a unit it may lease the unit immediately and is not subject to any waiting period. No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

(the remainder of the Declaration remains unchanged)

COPY
CLERK OF THE CIRCUIT COURT

PREPARED BY:
Richard DeBoest, Esq.
2030 McGregor Boulevard
Fort Myers, FL 33901

CERTIFICATE OF AMENDMENT OF THE DECLARATION OF CONDOMINIUM FOR NEW WATERFORD, A CONDOMINIUM

THE UNDERSIGNED, being the President and Secretary for WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC., a Florida non-profit corporation, do hereby certify that the attached Amendment to the Declaration of Condominium of New Waterford, a condominium as originally recorded in Official Records Book 1672, Page 1064, *et seq.*, of the Public Records of Collier County, Florida, was duly approved, adopted, and enacted by the affirmative vote of the proper percentage of voting interests of the Association at a special members meeting called for that purpose at which a quorum was present held on the 27th day of January, 2015.

Dated this 17th day of March, 2015.

WITNESSES:

(Sign) Audrey Schafer

(Print) Audrey Schafer

(Sign) Judy Kee

(Print) Judy Kee

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.,

BY: R K Paquin
President of the Association

Robert Paquin
Print Name

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of March, 2015, by Robert Paquin, as President of Waterford Condominium Association of Collier County, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me.

SEAL

SAMANTHA BONHAM
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF183512
Expires 12/15/2018

NOTARY PUBLIC:

Samantha Bonham
STATE OF FLORIDA
My Commission Expires: 12/15/18

WITNESSES:

(Sign) Audrey Schafer

(Print) Audrey Schafer

(Sign) Deborah Breere

(Print) Deborah Breere

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.,

BY: _____
Secretary of the Association

Jack Finley
Print Name

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of March, 2015, by Jack Finley, as Secretary of Waterford Condominium Association of Collier County, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me.

SEAL

SAMANTHA BONHAM
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF183512
Expires 12/15/2018

NOTARY PUBLIC:

Samantha Bonham
STATE OF FLORIDA
My Commission Expires: 12/15/18

PROPOSED AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
NEW WATERFORD, A CONDOMINIUM

Note: Words ~~stricken~~ are deletions; Words underlined are additions.

12. USE RESTRICTIONS.

Intervening Sections Unchanged

12.11 Use of Common Electric Power. The private use of common electric power outlets located in the Common Elements on a continuous or extended basis by Unit Owners, Tenants and Guests is prohibited. This prohibition includes but is not limited to the use of Common Element power outlets for the operation or charging of appliances, battery chargers, electric vehicles and all other such items for any periods of time. Unit Owners may use the individually metered electric power outlets in their Units and Limited Common Element garages for such purposes and may upgrade such power outlets at their own expense. Any such upgrades shall not be deemed a material alteration. All persons who use the individually metered power outlets in the Limited Common Element garages for charging purposes shall indemnify the Association and its Officers, Directors and Members from any and all damages which may arise from such use.

INSTR 4561919 OR 4682 PG 1415 RECORDED 5/16/2011 3:01 PM PAGES 3
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $27.00

PREPARED BY:
Diane M. Simons-Burnside, Esq.
Condo & HOA Law Group, LLC
2030 McGregor Boulevard
Fort Myers, FL 33901
239-333-2992

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President and Secretary for WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC., a Florida non-profit corporation, do hereby certify that the attached Amendment to the Bylaws for Waterford Condominium Association of Collier County, Inc., as originally recorded in Official Records Book 1672, Page 1064, *et seq.*, and substantially amended at Official Records Book 3288, Page 2155, *et seq.*, of the Public Records of Collier County, Florida, was duly approved, adopted, and enacted by the affirmative vote of the proper percentage of voting interests of the Association at a members meeting called for that purpose at which a quorum was present held on the 15 day of January, 2009.

Dated this 24th day of February, 2011.

WITNESSES:

(Sign) Judith J. Easley
(Print) Judith J. Easley

(Sign) Dorothea J. Seber
(Print) DOROTHEA J. SEBER

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.,

BY: Jim Capazzi
President of the Association

Jim Capazzi

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of February, 2011, by Jim Capazzi, as President of Waterford Condominium Association of Collier County, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.

SEAL

NOTARY PUBLIC:
Dorothea J. Seber
STATE OF FLORIDA
My Commission Expires: 10-12-2013

DOROTHEA J. SEBER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0932610
Expires 10/12/2013

WITNESSES:

(Sign) Judith J. Easley
(Print) Judith J. Easley
Dorothea J. Seber
DOROTHEA J. SEBER
(Sign) Lois Chimbidis
(Print) Lois Chimbidis

WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.,

BY: Lois Chimbidis
Secretary of the Association.
Lois Chimbidis
Lois Chimbidis

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 24TH day of February 2011, by Lois Chimbidis, as Secretary of Waterford Condominium Association of Collier County, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.

SEAL

NOTARY PUBLIC:
Dorothea J. Seber
STATE OF FLORIDA
My Commission Expires: 10-12-2013

COLLIER COUNTY FLORIDA
COPY
CLERK OF THE CIRCUIT COURT

DOROTHEA J. SEBER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0932610
Expires 10/12/2013

AMENDMENT TO THE BYLAWS OF WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.

Additions are shown underlined.
Deletions are shown ~~struck through~~.

Amendment to Bylaws:

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5) ~~seven (7)~~. All Directors shall be elected for two (2) year staggered terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy between annual elections, as provided in Section 4.4 below.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Ballenger Law Firm, P.A.
826 Anchor Rode Drive
Naples, Florida 34103
Tel (239) 263-0775
Fax (239) 263-0774
www.BallengerLawFirm.com

Glenn J. Ballenger, Esq.
Admitted in Florida, Maryland,
Virginia and the District of Columbia

December 16, 2016

WATERFORD CONDOMINIUM ASSOCIATION
OF COLLIER COUNTY, INC.
INSTRUCTIONS FOR COMPLETION OF FILING FOR
FIRE SPRINKLER RETRO FITTING OPT OUT

1. Have Condominium Association Officer Sign the Certificate
2. Certificate should be witnessed and Notarized
3. Have the same corporate officer Sign the Retrofitting Report. Do not date the report.
4. Return Signed Certificate and Retrofitting report to me
5. Send a copy of the Certificate, or some other notice, to all unit owners stating that the vote to waive fire sprinkler retrofitting was approved by the Owners.
6. Have the Affidavit of mailing of notice to the owners signed and notarized.
7. Retain all of the documentation in the Association's official records.
8. The Certificate should be provided to purchasers of units along with the other Official Records which are required to be provided under the Condominium Act.

Upon return of the documents to us, we will Record the Certificate. Upon receiving the recording information, we will complete the Retrofitting Report and send both the Department of Business and Professional Regulation. As an alternative, your office may retain the Retrofitting Report and mail or fax it to the Department of Business and Professional Regulation upon receiving the recording information for the Certificate.

Sincerely,

BALLENGER LAW FIRM, P.A.

DBPR Form CO 6000-8
Effective: 11/30/04

RETROFITTING REPORT FOR CONDOMINIUMS

Name of condominium? NEW WATERFORD, A CONDOMINIUM

Name of the association? WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC.
The condominium FCTMH file number?
Condominium# **[5] [3] [2] [0] [9]**
(Insert one number per block -- to be found in the division's annual billing statement)

Condominium Associations are required to report to the Division of Florida Condominiums, Timeshares, and Mobile Homes (FCTMH) certain information regarding the membership vote to waive retrofitting requirements for fire sprinkler systems and handrails and guardrails. See Chapters 2003-14 and 2004-80, Laws of Florida.

Please select the retrofitting information provided in this report (select only one, provide two reports if waiving requirements for both fire sprinkler systems and handrails and guardrails.

☒ fire sprinkler systems ☐ handrails and guardrails

(Mark an "X" in any applicable block and complete all requested information.)

1. ☒ The above-named condominium has voted **to waive** retrofitting as indicated above (please complete all blanks). The vote **to waive** retrofitting requirements was conducted:

   ☐ at a duly-called meeting of the association on _____(fill in date); and/or
   ☒ by execution of written consents.

   The specific results of that voting was...
   ___122____ The number of unit owners voting to **waive** the State of Florida requirements.
   _____0____ The number of unit owners voting **not to waive** the State of Florida requirements.
   ___168____ The **total number of voting interests** in the condominium association.

   A certificate attesting to this vote is recorded in the County of **COLLIER,** Florida.
   Book number _____ Page number_____.

2. ☐ The above-named condominium **did not waive** retrofitting requirements. Commencement of the retrofitting project took place on _____(fill in date).
   The per unit cost of the retrofitting project is: $_____

3. ☐ The above-named condominium **already has** fire sprinklers or handrails and guardrails installed pursuant to the requirements and guidelines of Chapter 633, Florida Statutes.

4. Please provide the last date the Association filed its Annual Report with the Office of the Florida Secretary of State: APRIL 6, 2016 (fill in date).

Signed and attested to by: James Capazzi, Corporate Officer
(Signature)

JAMES CAPAZZI	PRESIDENT	12/19/16
(Print Name)	(Title)	(Date)

Return by **mail** to:
Department of Business and Professional Regulation
Division of Florida Condominiums, Timeshares, and Mobile Homes 2601 Blair Stone Road, Tallahassee, Florida 32399-1030
Attention: RETROFITTING CERTIFICATION
or
FAX this report to 1.850.921.5446
This information is subject to Florida's Public Records Law and will be provided to the Florida Division of State Fire Marshal of the Department of Financial Services.

Prepared by and after
recording return to:
Glenn J. Ballenger, Esq.
Ballenger Law Firm, P.A.
826 Anchor Rode Drive
Naples, FL 34103

(The space above this line is reserved for recording information.)

CERTIFICATE OF INTENT TO OPT OUT OF REQUIREMENTS FOR FIRE SPRINKLER RETROFITTING

THE UNDERSIGNED, being the duly elected President of WATERFORD CONDOMINIUM ASSOCIATION OF COLLIER COUNTY, INC., a Florida corporation not-for-profit, does hereby certify that greater than a majority of all of the voting interests, by written consent, have voted to opt out of the requirements to retrofit the condominium with fire sprinklers pursuant to Section 718.112(2)(l) of the Florida Statutes.

12/19/16
Date

Waterford Condominium Association
of Collier County, Inc.

Signature of Witness

Print name of Witness

Signature of Witness

Print name of Witness

By: _____
James Capazzi, President
3940 Radio Road, Suite 112
Naples, Florida 34104

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this ____ day of December, 2016, personally appeared before me James Capazzi, as President of Waterford Condominium Association of Collier County, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) (__) is personally known to me or (__) has produced _____ _____ for identification and did not take an oath.

_____
Signature of Notary Public

_____
Print name of Notary (SEAL)
My Commission Expires:

WATERFORD CONDOMINIUM ASSOCIATION
OF COLLIER COUNTY, INC.

AFFIDAVIT OF MAILING NOTICE

STATE OF FLORIDA
COUNTY OF COLLIER

The undersigned, James Capazzi, being first duly sworn, deposes and says that on the 19th day of December, 2016 the attached CERTIFICATE OF INTENT TO OPT OUT OF REQUIREMENTS FOR FIRE SPRINKLER RETROFITTING was mailed to the owner(s) of each unit at the address last furnished to the Association.

Dated this 19th day of December, 2016

James Capazzi

James Capazzi, Pres. Nea Waterford Condo Association
Print Name and Title

I hereby certify that on the 19 day December, 2016, personally appeared before me _____ who executed the foregoing Affidavit. She___/He X (chose one) is personally known to me or (___) has produced _____ as identification to me and did take an oath.

Kathryn A. Flack
Signature of Notary Public

Kathryn A Flack
Print Name of Notary (SEAL)
My Commission Expires:

KATHRYN A. FLACK
Commission # FF 952144
Expires January 20, 2020
Bonded Thru Troy Fain Insurance 800-385-7019