

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

CERTIFICATE OF RECORDING

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF WEYBRIDGE, A CONDOMINIUM

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF WEYBRIDGE CONDOMINIUM ASSOCIATION OF NAPLES, INC.

AMENDED AND RESTATED BYLAWS OF WEYBRIDGE CONDOMINIUM ASSOCIATION OF NAPLES, INC.

THIS CERTIFICATE OF RECORDING to the Amended and Restated Declaration of Condominium for Weybridge, and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws for Weybridge Condominium Association of Naples, Inc. (the "Association"), is made and executed the 11 day of MARCH 2020.

WHEREAS, the original Declaration of Condominium, Articles of Incorporation and Bylaws were recorded at O.R. Book 1571, Page 1526, *et seq.*, in the Public Records of Collier County, Florida (hereafter referred to as the "Governing Documents"), as amended from time to time; and

WHEREAS, the Association wishes to amend and restate the Governing Documents and hereby certifies that a concurrence of two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at the annual meeting of the members on February 18, 2020, voted in favor and approved the Amended and Restated Declaration; that at least a majority of the voting interests at the annual meeting of the members on February 18, 2020, voted in favor and approved the Amended and Restated Articles attached hereto and incorporated by reference; and at least two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at the annual meeting of the members on February 18, 2020, voted in favor and approved the Amended and Restated Bylaws.

[Signatures on following page]

WITNESSES (TWO):

[Signature]
Signature

Leo Williams
Printed Name

[Signature]
Signature

Kristine L Russo
Printed Name

~~WEYBRIDGE CONDOMINIUM ASSOCIATION OF NAPLES, INC~~

[Signature]
By: Bruce Monteith
Title: President

Date: MARCH 11, 2020

STATE OF FLORIDA
COUNTY OF Collier

BEFORE ME, the undersigned authority, appeared BRUCE MONTEITH, President of WEYBRIDGE CONDOMINIUM ASSOCIATION OF NAPLES, INC., who is personally known to me ~~or produced~~ identification, and who acknowledged before me that being duly authorized and executed the foregoing Certificate of Recording as the authorized agent for said corporation and that the same is the free act and deed of said corporation, and who did take an oath.

SWORN TO AND SUBSCRIBED before me this 11th day of March 2020



KRISTINE L RUSSO
Commission # GG 220569
Expires June 25, 2022
Bonded Thru Budget Notary Services

[Signature]
Notary Public

Kristine L. Russo
(Printed Name of Notary)
My Commission Expires: 6/25/2022

Prepared By and Return To:

Mark E. Adameczyk, Esq.
Adameczyk Law Firm, PLLC
9130 Galleria Court, Suite 201
Naples, Florida 34109

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

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

FOR

WEYBRIDGE, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the original Declaration of Condominium of Weybridge, a Condominium (hereinafter the "Condominium") was recorded in Official Record Book 1571, at Page 1526, et. seq., of the Official Records of Collier County, Florida. That Declaration of Condominium, and any amendments thereto, is hereby further amended and is restated in its entirety.

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

2. NAME AND ADDRESS. The name of this condominium is WEYBRIDGE, a CONDOMINIUM. The official corporate address for the Condominium is stated in the Association's Articles.

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

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

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

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

4.3 Association means Weybridge Condominium Association of Naples, Inc., a Florida corporation not for profit, the entity organized under the laws of the State of Florida to manage and operate the Condominium.

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

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

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

4.7 Building means a structure in which certain of the Units and certain of the Common Elements are located on the Condominium Property. There may be more than one building within the Condominium Property.

4.8 Common Elements mean:

4.8.1 The Condominium Property, other than the Units;

4.8.2 Easements through the Units for conduit ducts, plumbing, wiring other facilities for furnishing of utility services to the Units and the Common Elements;

4.8.3 An easement of support in every portion of a Unit which contributes to the support of a Building submitted to condominium ownership;

4.8.4 Property and installations required for the furnishing of utility services and other services for more than one Unit, the Common Elements, or a Unit other than the Unit containing the installation;

4.8.5 Any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

4.9 Common Surplus means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues

on account of the Common Elements, over and above the amount of Common Expenses.

4.10 Condominium means the portion of the Land described in Exhibit "A" attached hereto, and the improvements thereon having been submitted to condominium ownership pursuant to the original declaration, and all amendments thereto which added phases to the Condominium.

4.11 Condominium Property means the Land submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Units, Limited Common Elements and Common Elements, subject to the limitations thereof and exclusions therefrom.

4.12 County means Collier County, Florida.

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

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

- (A) One natural person.
- (B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others, and their custodial minor children.
- (C) Two or more natural persons who commonly reside together as a single housekeeping unit, not more than one (1) of whom is unrelated to the others by blood, marriage or adoption, and their custodial minor children.

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

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

4.16 Unit or Condominium Unit means and refers to that portion of the Condominium Property which is subject to the exclusive ownership and is referred herein to each of the separate and identified Units delineated on the Condominium Plat (as hereafter defined).

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

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

- (i) A federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in the State

of Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company, licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida;

- (ii) The Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the Community as institutional lender;
- (iii) Such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit;
- (iv) Any "Secondary Mortgage Market Institution", including Federal National Mortgage Association or the Federal Unit Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing, which has acquired a mortgage upon a Unit.

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

4.20 Legal Fees mean:

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

4.21 Limited Common Element means and refers to certain Common Elements, the use of which is reserved to the Unit or Units to the exclusion of other Units. This is further defined in more detail in Section 8.1 herein.

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

- 4.22.1 General Assessments, which include, but are not limited to, each Unit Owner's annual share of funds required for the payment of General Common Expenses as determined in accordance with this Declaration; and
- 4.22.2 Special Assessments, which include any General Common Expenses levied by the Board, in addition to the annual General Assessment, for unforeseen or unbudgeted expenses, as more particularly set forth in

Section 10.2 of this Declaration.

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

4.23 General Common Expenses or Common Expenses means common expenses for which the Unit Owners are liable to the Association as defined in the Act and as further described in Section 10 of this Declaration.

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

4.25 Public Records means the Public Records of Collier County.

4.26 Condominium Plat means and refers to the plot plan for the Condominium attached as Exhibit "B" recorded at O.R. Book 1571, Page 1553, et. seq., Public Records of the County, and re-attached as Exhibit "B" to this Declaration.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS.

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

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

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

(i) Upper Boundaries: The horizontal plane of the unfinished lower surface of the ceiling of a Unit.

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

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

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

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

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

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

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

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

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

(vi) two-car garages.

Any utility lines which are located within a Unit and which provide service to more than one Unit shall be considered to be Common Elements, notwithstanding their physical location being within the Unit's boundaries. If a wall or roof surface overhangs or part of a Unit encroaches onto the Common Elements, the overhanging or encroaching specific portion of such Unit shall be a part of the Unit.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE.

6.1 Ownership Shares. Each Unit shall have an equal undivided share of ownership in the Common Elements.

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 ownership share in the Common Elements of the Condominium and the

Common Surplus of the Association, as specifically set forth in Section 6.1 above.

- (b) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.
- (c) The exclusive right to use the Limited Common Elements reserved for the Unit, and the non-exclusive 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) The non-exclusive right to use the property and facilities comprising a portion of the common elements of The Island Condominium.
- (f) The non-exclusive right to use Imperial Golf Course Boulevard from U.S. Highway 41 to the entrance of the Imperial Golf Club to gain access to the Condominium.
- (g) Other appurtenances as may be provided in this Declaration and its exhibits.

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

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

6.4 Voting. Each Unit Owner shall be a member of the Association and each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the Bylaws and the Articles. The total number of votes shall always be equal to the number of Units in the

Condominium. Membership in the Association shall automatically terminate upon the termination of ownership of a Unit, and the subsequent Owner(s) taking title shall automatically become entitled to membership.

7. COMMON ELEMENTS: EASEMENTS.

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

- (A) All portions of the buildings and other improvements on the Land outside the Units, including all Limited Common Elements.
- (B) Easements through each Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other Units or the Common Elements.
- (C) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (D) The fixtures and installations required for access and utility services to more than one Unit or to the Common Elements.
- (E) Common roadways, common parking areas, common walkways, landscaped areas and other accessory or recreation areas.

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 Units. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit Owner's with respect to such easements.

- (A) Easement of Support. There shall be an easement of support in every portion of a Unit which contributes to the support of any other Unit or Common Element or Limited Common Element.
- (B) Utility and other Easements. Easements were created in the original declaration, and are hereby re-affirmed, over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements, provided that such easements do not interfere with the residential use of the Units. The Association further has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the

Common Elements or Association Property, and to grant easements or relocate any existing easements in any portion of the Common Elements or Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

- (C) Utility Providers. Easements were reserved in the original declaration, and are hereby re-affirmed, for the respective utility providers under, through, across and over the Condominium Property as may be required from time to time for the construction, use, maintenance and operation of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium. Such easements were granted to the Association with the power of assignment.
- (D) Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (E) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, 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.

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 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 Unit.

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 a

re hereby designated as Limited Common Elements:

- (A) Air Conditioning Equipment. The air conditioning equipment located outside a Unit, including the compressors and the coolant lines between such compressors and the Unit, shall be a Limited Common Element for the exclusive use of the Unit served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by the Unit Owner whose Unit is served thereby.
- (B) Driveways. The areas shown on Exhibit "B" as driveways that are reserved for the exclusive use of the Unit Owner of the Unit adjacent thereto, which are Limited Common Elements to be maintained and repaired by the Association through assessments as providing in this Declaration; provided, however that the cost of any maintenance, repair or replacement of the Driveways or pavers contained therein caused by the negligent or intentional conduct of an Owner or its guests, tenants or other invitees or by the failure of an Owner or its guests, tenants or other invitees to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a Specific Assessment against such owner individually. This shall include the cost of repair or replacement of Driveways or pavers damaged due to excessive oil or paint staining. Owners shall be prohibited from power washing or applying anything to the surfaces of the Driveways, including but not limited to paint, sealers or sealants, or pesticides or herbicides.
- (C) Lanais. The lanai or balcony area attached to each Unit shall be a Limited Common Element, and maintenance and repairs to the doors, walls, flooring, ceiling and screen enclosure in the lanai area shall be the responsibility of the Unit Owner.
- (D) Others. Any part of the Common Elements that are 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. This paragraph includes windows, screens and doors, including all hardware therefor.

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

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

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

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

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property or employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers, however, shall retain at all times the powers and duties provided in the Condominium Act.

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

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

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

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

9.8 Purchase of Units. The Association has the power to purchase one or more Units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors without the need for authorization by the Unit Owners.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. The power to acquire interests in real property shall be exercised by the Board of Directors, but only after obtaining approval by at least two-thirds (2/3) of the voting interests present and voting at a special meeting at which a quorum is present.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, leased or otherwise encumbered by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Unit Owner's. The Board of Directors shall have the authority to convey personal property without the need for authorization by the Unit Owners.

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

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

9.13 Recreational Facilities and Recreation Association. The recreational facilities consisting of: a clubhouse or recreational room, a swimming pool, tennis courts and furnishings within the clubhouse or recreational room as well as those furnishings located on the deck area and around the pool shall be shared with Unit Owners in Weybridge as well as the Island Condominium, operated by the Island Association of Naples, Inc.

9.14 Ownership and Sharing of Expenses for Recreation Area. The above-reference recreational facilities are located as shown on Exhibit "B" (the "Amenities Parcel"). This land is part of the common elements of the Island Condominium, operated by the Island Association of Naples, Inc. (the "Recreation Association"). The Declaration of Condominium for The Island Condominium was originally recorded at O.R. Book 933, Page 1438 *et. seq.*, of the Public Records of Collier County. The owners in Phase I and Phase II, as well as the owners in Phase III, if added to this condominium, shall have the non-exclusive right to use the Recreation Area and the Association shall be obligated to pay to the Recreation Association, as a common expense, a share of the costs of the maintenance of the Recreation Area as well as a share of the cost of the maintenance of the entry roads to the Condominium.

9.15 Additional Recreational Facilities. Any recreational facilities and such other facilities as may be added to condominium ownership by the Association, shall be part of the Common Elements, and the cost of operation, maintenance, repair and reconstruction shall be a

Common Expense for which Unit Owners shall be liable. The Association, upon recommendation of a majority of the Board and with the consent of two-thirds (2/3) of those voting, may enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interest in lands or facilities, including, but not limited to, country clubs, golf courses, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners. Such agreements shall provide the manner in which they may be amended.

9.16 Special Assessments and Material Alterations.

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

B. Material Alterations. The Board shall also have the authority to levy a Special Assessment or otherwise approve funding for a material alteration of or a significant addition to the Common Elements, without approval from the Members, provided such alteration does not involve a total expenditure of more than \$10,000.00, with an annual adjustment based on the consumer price index "CPI", in any fiscal year. Any material alteration of the Common Elements that will cost more than \$10,000.00, whether funded by Special Assessment or other sources of funding, shall first be approved by two-thirds (2/3) of those voting. However, if work reasonably necessary to protect, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior unit owner approval is required.

9.17 Greater Imperial Board. Weybridge Condominium is located within the greater Imperial community, consisting of thirteen (13) residential communities and the Imperial Golf Club. All of the communities and the Golf Club rely upon Imperial Golf Course Boulevard for ingress and egress. That private road is owned and maintained and a gate house providing access is staffed and maintained by the Greater Imperial Board, a Florida not-for-profit corporation, pursuant to an Agreement between the Greater Imperial Board, all of the respective communities and the Golf Club dated May 6, 2008, and recorded in Official Record Book 4432, Page 1039 et. seq., of the Public Records of Collier County. Notwithstanding any provisions to the contrary in this Declaration, or the Articles of Incorporation and Bylaws of this Association, Weybridge Condominium Association of Naples, Inc. shall be subject to and shall abide by all of the provisions of said Agreement. That Agreement is hereby incorporated by reference and made a part of this Declaration. A fair share of the costs and expenses of maintaining, replacing and improving Imperial Golf Course Boulevard and the gate house and staffing the gate house as determined by the Greater Imperial Board pursuant to said Agreement are a common expense of this Association. In all other respects, the provisions of the Declaration of Condominium shall

remain unchanged and in full force and effect.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect charges and Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both Annual Assessments for each Unit's share of the Common Expenses as set forth in the Association's annual budget, and Special Assessments for unusual, nonrecurring or unbudgeted expenses as further provided in Section 9.14 above. The Association may also levy Specific Assessments against any individual Unit for any amounts, other than for Common Expenses, which are properly chargeable against such Unit under these Condominium Documents. Annual Assessments, Special Assessments, Specific Assessments and any other charge properly levied by the Association shall collectively be referred to as "Assessments".

10.1 Common Expenses. Common Expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Association Property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. If the Association contracts for cable or master antennae television programming services in bulk for the entire Condominium, the cost of such services shall be a Common Expense, unless otherwise provided by the Florida Condominium Act.

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. The Owner shall be responsible for notifying the Association and/or management company of any mailing address changes if they will not be present to receive notices at their Unit.

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

10.5 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 of the Common Elements for any reason whatsoever. Assessment invoices may be provided as a

courtesy only and non-receipt is not a defense against timely payment. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 19.3 below as to certain mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon not paid on or before ten (10) days after the date due shall bear Interest at the highest rate allowed by law, calculated from the date due until paid. In addition, the Association may charge an administrative late fee, not to exceed the greater of twenty-five (25) dollars or 5% of each delinquent assessment. Assessments shall be deemed paid when received by the Association. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Regardless of any restrictive endorsement on or accompanying a payment, all payments made by or on behalf of a Unit Owner shall be applied first to Interest, then to late payment fees, then to costs (including but not limited to collection charges imposed by the management company, attorneys and court) and attorney's fees, and finally to delinquent Assessments. No partial or disputed payments accepted by the Association shall be considered an "accord and satisfaction". No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any lessee occupying the Unit during any period in which Assessments for the Unit are delinquent to pay all rents to the Association until the Owner of the Unit is no longer delinquent, and the Association and lessee shall have the other rights and protections as further provided in section 718.116 of the Condominium Act.

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

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

10.9 Priority of Lien. The Association's lien for unpaid assessments, charges and all other monetary amounts shall be subordinate and inferior to any recorded first mortgage, but only to the least extent required by Chapter 718, Florida Statutes, as amended from time to time. The Association's lien shall relate back to the date the original Declaration was recorded in the Public Records and shall be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, 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 Lien for Specific Owner Charges. There is hereby created a common law and contractual lien to secure payment of any charge for any service which the Association provides for an individual Owner and which is not otherwise secured by the statutory lien for Common Expenses. Such charges are known as Specific Assessments. By way of example, but not limitation, a lien for charges exists to secure repayment to the Association when it must remove or reinstall Owner installed alterations or perform Owner maintenance responsibilities, or address emergency situations on behalf of a Unit Owner, such as water extraction from a Unit, or when the Association otherwise incurs an expense to cause compliance with the Condominium Documents or to correct the improper conduct of a Unit Owner or his lessees, family, invitees or agents, including without limitation reasonable legal fees and costs incurred in preparation for litigation. The lien for charges shall be of equal priority to a Common Expense lien and shall be foreclosed in the same manner. The lien shall also secure interest, late charges, attorney's fees and costs incurred by the Association.

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

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

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

- (A) Maintenance, repair and replacement of all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of any and all utility services including the

operation of the drainage and storm water management system and the maintenance of sanitary water and sewer service laterals leading to the Units and serving multiple units if the same are not maintained by the appropriate utility company, excluding however those sanitary water and service laterals serving the Unit only, appliances, wiring, plumbing fixtures and other facilities within a Unit. Unit Owners shall be responsible for the operation, management and maintenance of all plumbing, water mains and service laterals and other facilities for the furnishing of any sanitary water and sewer service laterals serving his or her Unit only.

- (B) Maintenance, repair and replacement of all facilities and improvements on the Common Elements and the Association Property, including driveways, landscaping, and streets.
- (C) Maintenance and repair of all exterior walls of the buildings containing the Units.
- (D) Maintenance, repair and replacement of roofs covering the Units.
- (E) Mailboxes, including those which exclusively serve a Unit.
- (F) Light fixtures on the exterior of a Unit, including any lampposts and any sensors servicing said light fixtures. Maintenance, repair and replacement of all coach lights shall remain the responsibility of the Unit Owner.
- (G) Any other improvements on the Condominium Property not specifically designated hereunder or in the Condominium Act to be the responsibility of the Unit Owners.

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 servicing only that Unit.

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

- (A) All screens, windows, window glass, window panes and hardware (including locks).
- (B) All exterior doors, castings and hardware (including locks) thereof.
- (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 which serve only his Unit, including interior and exterior lightbulbs. However, light fixtures on the exterior of a Unit, including any lampposts

shall be the responsibility of the Association as set forth in section 11.1 (F) above. Maintenance, repair and replacement of all coach lights shall remain the responsibility of the Unit Owner.

- (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, including any portions thereof which may be located outside of the boundaries of the Unit.
- (H) Carpeting and other floor coverings.
- (I) Garage interior, garage doors (excluding painting of the exterior surface) and appurtenant equipment.
- (J) Shower pans.
- (K) The main water supply shut-off valve for the Unit. Unit Owners shall also be responsible for the maintenance of all plumbing, water mains and service laterals and other facilities for the furnishing of any sanitary water and sewer service laterals serving his or her Unit only.
- (L) Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.
- (M) All interior, partition walls (including all drywall) which do not form part of the boundary of the Unit, and all drywall, plasterboard and similar materials in the perimeter walls and ceilings of the Unit.
- (N) Screen and screen enclosure and doors on the lanai or balcony attached to the Unit.

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

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

Owners shall not paint or otherwise decorate, alter or change the appearance of any portion of the exterior of the building, including the Common Elements, Limited Common Elements and the door or doors to the Unit unless approved, as provided in this Declaration, by the Association or an Architectural Review Board.

- (B) Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (C) Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association, as may be amended from time to time.
- (D) Modifications and Alterations. If a Unit Owner makes any modifications, alterations, installations or additions to his Unit or the Common Elements, the Unit Owner and his successors in title shall be financially responsible for the maintenance, repair and replacement of the modifications, installations, alterations or additions, as well as the cost of repairing any damage to the Common Elements or other Units resulting from same, and any insurance that the Owner obtains, in his discretion. Alterations, modifications, installations and additions to the Unit and Common Elements (including any Limited Common Elements) must be approved by the Board of Directors. The Board may establish an Architectural Review Board, its members to be made up of Directors and non-Directors, to review proposed changes, alterations to Units, including porches, terraces, patios and balconies. The Architectural Review Board shall have thirty (30) days in which to approve or disapprove the requested alteration, change, repair or modification from receipt of the complete application. If the Architectural Review Board denies an application, it shall be specific to the reasoning in its notice of denial. The Unit Owner and his or her successor in title shall be responsible for the costs of removing and replacing or reinstalling such modifications, installations, alterations or additions if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the Condominium Property. In the event of conflict, the provisions of this paragraph shall control over other more general provisions herein.
- (E) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, such Owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property. The Unit Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its members from any construction liens which may attach to Common Elements and which are attributable to work performed by or for

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

- (F) Water Charges for Landscaped Areas. Certain landscaped portions of the Common Elements are connected to and exclusively serve individual Units and are Limited Common Elements. These Limited Common Elements contain sprinkler systems and faucets, the water for which is metered to the Unit which the Limited Common Elements exclusively serve. Accordingly, each Unit Owner shall be responsible for the costs of water service for the Limited Common Elements appurtenant to his Unit, which costs shall be billed directly to the Unit Owner by the utility company. The Association, however, shall be responsible for the maintenance, repair and replacement of these Limited Common Elements, including all landscaping and the sprinkler systems thereon.

11.4 Alteration of Units or Common Elements by Unit Owners. No Owner shall make or permit the making of any material alterations or substantial additions to his Unit or the Common Elements, including any landscaping thereon, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. No Owner may alter the landscaping of the Common Elements in any way.

11.5 Alterations of Common Elements and Association Property by the Association. The protection, maintenance, repair, insurance and replacement of the Common Elements and association property is the responsibility of the Association and the cost is a Common Expense. If the Board determines that work is reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property or to comply with any local, state or federal law or regulation, no prior Unit Owner approval is required even if the work constitutes a material alteration or substantial addition to the Common Elements. Otherwise, material alterations and substantial additions to the Common Elements are governed by Section 9.14(B) above.

11.6 Enforcement of Maintenance. If after reasonable notice, the Owner of a Unit fails to maintain, repair or replace the Unit (or portions thereof), its appurtenant Limited Common Elements or Common Elements for which the Unit Owner as required in this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents or which has a material adverse effect on the appearance or condition of the Condominium. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner as a Specific Assessment, together with reasonable attorney's fees and other expenses or collection, if any, which expense shall be secured by a lien against the Unit and may be foreclosed

in the same manner as Common Expenses. The Board is authorized to adopt and enforce a schedule of maintenance, repair and replacement for items and components for which the Unit Owners are responsible, such as but not limited to windows and doors and preparations for hurricane season. Unit Owners shall maintain, repair and replace such items and components as scheduled and directed by the Board. The Board is also authorized to adopt and enforce specifications for such items including but not limited to type, style, color, and manner of installation. If deemed necessary for the protection of the Common Elements or surrounding Units, the Board is also authorized to require reasonable upgrades, replacements and improvements to systems and equipment that exclusively serve individual Units, and which are the responsibility of the Unit Owner. This may include, but is not limited to, water supply lines and smoke detectors. The Board shall have the right to require such upgrades, replacements and improvements as a condition of approving any transfer contemplated by section 14 hereof.

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

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

entrance to his Unit caused by the unavailability of a key.

11.9 Pest Control. The Association may supply pest control around the Units with the cost thereof being part of the Common Expenses. Should it be necessary to treat the Unit(s) for termites, each Unit Owner agrees to cooperate with the Association and vacate the Unit as is reasonably necessary to properly and safely complete the treatment.

11.10 Hurricane Season; Hurricane Shutters. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by removing all furniture, potted plants and other movable objects, if any, from the Lanai and by designating a responsible firm or individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association.

The Board shall adopt hurricane shutters specifications ("Hurricane Standards") in accordance with Florida Statutes Section 718.113(5). The Hurricane Standards will be made available to a Unit Owner within five (5) business days after the Board's receipt of a written request for such Hurricane Standards. If the installation of hurricane shutters is made without the prior written consent of the Association and which does not conform with the Hurricane Standards adopted by the Board, then the hurricane shutters will be made to conform to the Hurricane Standards at the Unit Owner's expense or shall be removed.

11.11 Preparing Unit for Vacancy. In order to better protect the common elements, the Association shall have the right (but not the obligation) to require Unit Owners to take certain steps to prepare and protect their Unit for any period of vacancy that exceeds thirty (30) days. In addition to those steps stated in the Association's Rules and Regulations, as they exist from time to time, Owners shall be required to remove all furniture, potted plants and other movable objects, if any, outside his Unit or from the patio or balcony. Any Owner failing to remove these items from outside his Unit or from the patio or balcony shall be liable for the damage caused from said items, including all costs for repairing or replacing the damaged property. Owners shall also be required to designate a local home watch provider if his or her Unit is vacant for a period that exceeds thirty (30) days. The Owner must provide the Association with the identity, address and contact information of said home watch provider.

12. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions, in addition to the rules and regulations adopted by the Board from time to time.

12.1 Ownership, Occupancy and Use of Units.

- (A) Ownership. No Owner, person or entity shall have a legal, beneficial, or equitable ownership interest in more than two (2) Units at any time. Notwithstanding the foregoing, this subparagraph shall not prohibit an Owner(s) from acquiring title or possession of a second Unit while in the

process of selling their primary Unit in connection with a documented financial or medical hardship.

- (B) Occupancy and Use. Each Unit shall be occupied by only one Family, its servants and guests, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use and is prohibited. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls, email or written correspondence in and from his Unit. Such uses are expressly declared customarily incidental to residential use. However, commercial activity that involves employee or customer traffic or any kind of nuisance within the Condominium Property is prohibited.

12.2 Occupancy in Absence of Owner. If the Owner and his family who permanently reside with him are not occupying the Unit, then any occupancy shall be considered a lease whether or not the occupants are paying rent, and shall be subject to provisions pertaining to leases, except that the Owner may permit his home to be occupied without compliance with the provision pertaining to leasing under the following circumstances and limitations:

- (A) Any one person who is the grandparent, parent, child or grandchild of the unit owner or the unit owner's spouse, if any, may occupy the unit in the absence of the owner without limitation as to the number of occasions or length of stay.
- (B) House guests not included within 12.2(A) are permitted only with the proviso that the family consist of no more than one guest, his spouse, if any, and their natural or adopted children, if any.
- (C) All overnight guests who are not accompanied by unit owners must be registered with the Association office and authorized by written instructions from the Owner to avoid having their presence challenged by other owners, security, or management. The Owner shall submit the names of all house guests and the length of their stay in writing to the management office in advance.
- (D) Exceptions. Upon prior written application by the Unit Owner, the Board may make such limited exceptions to the foregoing guest restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity.

12.3 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and

regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be that of those responsible for the maintenance and repair of the property concerned.

12.4 Leasing of the Units. The following restrictions shall apply to the leasing of the units in the community:

- (A) All leases must be in writing, even if no rent or other consideration is involved.
- (B) No Unit may be leased for a term of less than thirty (30) continuous days. No new lease may begin until at least thirty (30) days have elapsed since the first day of the last lease. For purposes of this restriction, the first day of occupancy under the lease shall conclusively 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. Upon written request of a Unit Owner, the Board may approve a lease extension or renewal for an additional one-year period. No rooms may be rented, and no transient tenants may be accommodated. No Unit may be used on a time-share basis. Advertising a Unit for daily or weekly lease or license on websites such as Airbnb.com, Homeaway.com, Craigslist.com, VRBO.com or similar websites is prohibited.
- (C) An Owner may lease only his entire unit and no room rental or sub-leasing or assignment of lease rights by the lessee or Unit Owner is allowed.
- (D) The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, trust, etc. No one but the lessee, his spouse or non-spouse companion, or other family within the first degree of relationship by blood or adoption, and their guests may occupy the Unit during the lease term. Any person occupying a Unit for more than thirty (30) days must apply for approval as a lessee in the same manner as a lessee and must vacate the Unit if said approval is not obtained.
- (E) The Association may file suit to evict any tenants in its own name and without consent of the Owner in the event that any lessee violates the provisions of the governing documents or the rules and regulations of the Association. In such cases, the Owner and the lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of the lawsuit.
- (F) Any Owner who is in arrears on the obligation to pay regular or special maintenance assessments or other financial obligation is deemed to have assigned the right to collect rents to the Association and, solely upon demand by the Association, the lessee shall make payment of all or such

portion of the future rents that the Association specifies for so long as the Association specifies. The Association shall apply the rent to the Owner's unpaid account in accordance with the priority established under Section 718.116, Florida Statutes, and shall promptly remit any excess over the amounts due on the account to the Owner.

- (G) Owners shall provide the Association with a copy of the proposed lease and fully completed application for approval of the lease not less than twenty (20) days prior to the proposed occupancy. After the submittal of all required information, the Board shall approve or disapprove the proposed lease within fourteen (14) days. If the Board neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the Owner.
- (H) The Association may determine the form of the application for approval of leases, prescribe a form of lease to be used by the owners, and may conduct background checks on all proposed occupants.
- (I) Lessees must include identification of all of the lessee's family members who will be occupying the Unit during the term of the lease.
- (J) The Association may charge an application fee and collect a security deposit in the maximum amount allowed by law.
- (K) Committee Approval. To facilitate leases proposed during times when many of its members are not in residence, the Board of Directors may, by resolution, delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) Unit Owners, or to the President, Vice President, or Treasurer, any of whom may be deemed a Vice President for purposes of lease approval.
- (L) 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 tenant(s) in the event of breach of such covenant shall be deemed to be included in every lease agreement, and whether specifically expressed in such agreement or not.
- (M) A proposed lease may only be disapproved for good cause. Appropriate good cause grounds for disapproval shall include, but not be limited to, the following:

- (1) The Owner is delinquent in the payment of assessments or fines at the time the application is considered.
- (2) The Owner has a history of leasing the 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 Owner has a history of screening lessee applications inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.
- (4) The application on its face indicates that the prospective lessee or any proposed occupants intends to act in a manner inconsistent with the restrictions applicable to the property.
- (5) The prospective lessee or any proposed occupant has been convicted within the past ten (10) years of a crime involving violence to persons or property, or a crime involving sale or possession of a controlled substance, or a crime demonstrating dishonesty or moral turpitude, or is a registered sexual predator or sexual offender.
- (6) The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.
- (7) The prospective lessee or any proposed occupants evidence a strong possibility of financial irresponsibility.
- (8) The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.
- (9) The prospective lessee or any proposed occupants have given false or incomplete information to the Board of Directors as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
- (10) The Owner fails to follow the rental procedures under this Section 12.4 such as but not limited to the failure to give proper notice to the Association of the intention to lease the Unit not less than twenty (20) days in advance under Section 12.4(G).

12.5 Unapproved Leases. Any lease of a Unit that has not been approved by the Association may, at the option of the Association, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent for such eviction from the Owner.

12.6 Additional Restrictions on Use and Occupancy During Lease Term.

- A. Occupancy in Absence of Tenant. If the tenant and his family who permanently reside with him are not occupying the Unit, then any occupancy shall be considered a lease whether or not the occupants are paying rent, and shall be subject to provisions pertaining to leases, excepts that the tenant may permit his Unit to be occupied without compliance with the provisions pertaining to leasing under the same circumstances and limitations set forth in section 12.2 above.
- B. Lessees may not have pets in the leased unit.
- C. The Association may also impose additional conditions on lease approval and rules for lessees that are stricter than those that apply to Owners, including but not limited to, the number of vehicles that lessees and their visitors and guests may park in the community.

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

12.8 Pets. The keeping of pets is a privilege not a right. A maximum of two (2) small typical household pets (such as a cat or dog) may be kept in a Unit by Unit Owners. Dogs must not weigh more than twenty-five (25) pounds. Keeping of pets or animals for breeding or farming purposes is prohibited. Exotic pets, including without limitation snakes and reptiles, are prohibited, but tropical fish or caged birds are permitted. No dangerous or vicious breeds including, without limitation, Pit Bulls, Rottweilers, German Shepherds, wolf hybrids, Doberman Pinschers and Chow Chows will be allowed on Condominium Property. Further, any dog that is deemed "dangerous" in accordance with Collier County Ordinance 2018-33 (as amended) will not be allowed on Condominium Property. The keeping of pets shall also comply with following conditions:

- (A) Pets shall be on a leash and under control when outside the Owner's Unit. No pets shall be permitted in the pool area, leashed or unleashed.
- (B) Messes made by pets shall be removed by Owners or handlers immediately. The Board will designate the portions of the Condominium Property that will be used to accommodate the reasonable requirements of Unit Owners who keep pets.

- (C) Pets that are vicious, aggressive, or unreasonably noisy will not be permitted in the Condominium. In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the pet, and the pet shall be removed from the Condominium Property within three (3) days.
- (D) The Board shall have the sole discretion to determine whether a pet is a dangerous or vicious breed or otherwise an unreasonable nuisance or threat to other residents.
- (E) Owners may not leave pets unattended in screened porches or on balconies.
- (F) Pets are prohibited in rented or leased Units.
- (G) Any Unit Owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each Unit Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Condominium.

12.9 Parking; Prohibited Vehicles. No motor vehicle shall be parked on the Condominium Property except in such areas intended for that purpose and in accordance with rules and regulations established by the Association from time to time. Parking in unpaved areas and in the roadway overnight is prohibited. Trailers, boats, recreational vehicles, motor coaches/homes, campers, disabled vehicles, vehicles with missing vehicle body parts, vehicles with missing or expired tags, and commercial vehicles of whatever type, other than service vehicles temporarily present on business, shall not be parked on the Condominium Property except in an enclosed garage. No truck with a dual axle or extended wheelbase or other improvements which modify a truck beyond its originally intended purpose as a family or household vehicle shall be permitted. No truck or other vehicle which has been modified to have a larger footprint or to be taller than as "factory equipped" shall be permitted. No full-size vans shall be permitted. Small mini vans and SUV's that are designated to seat no more than seven (7) passengers, which shall include those small mini vans and SUV's that allow an eighth "pilot seat" to be added into the middle row, and which are designed for and equipped solely as private passenger vehicles that otherwise comply with the requirements of this Section shall be permitted. "Commercial vehicle" as used herein means any vehicle that displays any signage, tools, or equipment which is of a commercial nature or any vehicle, with or without signage, tools or equipment that is primarily designed to be used for commercial purposes. Pick-up trucks used solely as a private passenger vehicle not exceeding three-quarter (3/4) ton are permitted. Motorcycles shall not be permitted on the Condominium Property unless they are kept in an enclosed garage and not operated in a manner that constitutes a nuisance. The Association is authorized to tow or place a disabling "boot" on any vehicle violating this Section, the rules or regulations, a law or any other restriction contained in the Condominium Documents and the cost of towing and/or booting shall be the obligation of the Owner of the vehicle. No maintenance or repairs of vehicles shall be

performed anywhere on the Condominium Property, with the only exceptions being washing, battery charging or replacing a flat tire.

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

12.11 Signs. Unit Owners may post or display "For Sale", "For Rent", "Open House", other similar signs on the Condominium Property, provided they comply with the Association's rules and regulations pertaining to real estate signs, as they exist from time to time. No person may post or display any other signs anywhere on the Condominium Property without advance written approval from the Association, including but not limited to posting or placing a sign in a Unit window, in or on a vehicle on Condominium Property or on a patio or balcony.

12.12 Use of Common Elements. Balconies, terraces, porches, walkways and stairways shall be used only for the purposes intended and in accordance with rules and regulations adopted by the Board, and they shall not be used for hanging or drying clothing, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

12.13 Landscaping. The landscape maintenance company contracted by the Association will be responsible for necessary maintenance and replacement of landscaping and existing plantings. Owners (and their family members, guests, tenants and invitees) shall refrain from performing any landscaping or plantings on the Condominium Property and shall refrain from interfering with the Association's contracted landscape company. Notwithstanding the Association's landscaping obligations herein, Owners shall not perform any landscaping or plantings on the Condominium Property without the prior written approval of the Board of Directors.

12.14 Garages. Garages shall be used primarily for storage and parking of permitted motor vehicles or golf carts and shall not be used as storage areas (i.e. no household furniture or storage boxes). This provision is not intended to prohibit the use of garages for storage of a reasonable amount of personal property that is typically kept in a garage, including without limitation golf clubs, fishing equipment, beach chairs, holiday decorations, tools, bicycles and other similar personal items, provided however that the Owner must be able to park one (1) passenger vehicle or one (1) golf cart in the garage at all times. Owners shall not perform any maintenance of a vehicle in the garage except tire and/or battery changes. There shall be no "garage sales" held in the garage or driveway. Garages shall not be converted to a living area of any kind. Garage doors shall remain closed overnight, when the occupants are not in residence and

when the occupants are not using the garage for permitted activities.

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

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

- (A) To declare any portion of the Condominium Property unavailable for occupation by Owners, tenants, or guests after casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary, to protect the health, safety, or welfare of the Association, Owners, tenants or guests.
- (B) To remove a Unit Owner's personal property from the Unit and to store same at an off-site facility. The Association shall secure payment for same as an Assessment and Specific Assessment against the Unit.
- (C) To contract on behalf of Unit Owners for items for which the Owner is responsible, but which may be necessary to prevent further damage. Without limitation, this includes dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Association shall secure payment for same as a Specific Assessment against the Unit.
- (D) To, regardless of any other provision of this Declaration or the governing documents, take such action as may reasonably appear to be necessary under emergency conditions. This authority includes the authority to expend any and all available association funds, including reserves.

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

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

13.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

13.2 Costs and Legal Fees. Any Unit Owner who fails or refuses to correct threatening, harassing or nuisance conduct, or such other violation of the Condominium Documents, following written warning and a reasonable opportunity to comply, shall be responsible for Legal Fees and expenses incurred by the Association to compel compliance. Said fees and expenses shall include pre-litigation demands and notices sent by the Association's attorney and shall be a Specific Assessment and lien against the Unit Owner's Unit if not paid upon demand. Further, in any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Documents, and any and all rules and regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

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

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

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

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, preventing fractional or vacation club type ownership, and facilitating the development of a stable, quiet community and enhancing peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions (Note: Any person who was not approved as part of the conveyance to the present Unit Owner must be approved in advance of taking occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining ownership interest in the Unit):

14.1 Forms of Ownership.

- (A) Individual. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- (B) Co-Ownership. Co-ownership of Units is permitted. If the co-owners are to be other than husband and wife or domestic partners, the Board of Directors shall condition its approval upon the designation by the proposed new owners of one (1) of them who is a natural person as the "primary occupant." The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any subsequent change in the primary occupant shall be treated as a transfer of ownership by sale or gift. No more than one such change will be approved in any twelve (12) month period.
- (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 herein. The approval of a trust, corporation, partnership, or other entity as a Unit Owner shall be conditioned upon designation by the Owner of not more than one (1) natural person, who shall be an officer, director, member, shareholder, trustee, beneficiary, or partner of the Owner, 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 subsequent change in the primary occupant shall be treated as a transfer of ownership by sale or gift. No more than one such change will be approved in any twelve (12) month period.
- (D) Designation of Primary Occupant. If any Unit Owner fails to designate a primary occupant when required 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. Occupancy by a life tenant must be approved by the Association whether the life estate is created by operation of law or voluntary conveyance. 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 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.

14.2 Transfers.

- (A) Sale of Gift. No Unit Owner may transfer a unit or any ownership interest in a Unit by sale of 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. The approval shall not be denied to any devisee of 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 sub-sections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors.
- (D) Committee Approval. To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may, by resolution, delegates its approval powers to an ad hoc committee, which shall consist of at least three (3) Unit Owners, or to the President, Vice President, or Treasurer, any of whom may be deemed a Vice President for purposes of executing a Certificate of Approval.

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 or its designee written notice of such intention at least twenty (20) 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 of Directors may reasonably require. The Board may conduct background checks and 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 and all other who will be occupying the Unit shall have no occupancy or use rights until and unless approved by the Board of Directors but may apply for approval to lease or sell the Unit.

- (3) Demand. With the notice required 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, as 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 twenty (20) days after receipt of the required notice and all information or interview requested, or not later than sixty (60) days after the notice required above is received, whichever occurs first, the Board of Directors shall approve or disapprove the transfer. The Board may conduct background checks and require a personal interview with any proposed purchaser or occupant and his spouse, if any, as a pre-condition to approval. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President and/or Property Manager 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 of Directors 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 of Directors so votes. Only the following may be deemed to constitute good cause for disapproval:
- (a) The person seeking approval or their spouse or any other person which is a proposed occupant has been convicted within the past ten (10) years of a crime involving violence to persons or property, or a crime involving sale or possession of a controlled substance, or a crime demonstrating dishonesty or moral turpitude, or is a registered sexual predator or sexual offender;

- (b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (c) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;
- (d) The person seeking approval, their spouse, or any other proposed occupant has a history of disruptive behavior or disregard for the rights or property of others;
- (e) The person seeking approval, their spouse, or any other proposed occupant 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 person seeking approval, their spouse, or any other proposed occupant 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.
- (g) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

14.4 Exception. The transfer approval provisions 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, but the Association's approval shall be required for the subsequent resale or lease of a Unit by such mortgagee.

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 of Directors.

14.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board of Directors' approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the Owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person who is intending to be a record title holder, except that only a single fee may be charged to a husband and wife, and no extra fee may be charged for minor children.

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

15.1 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon request. The Owner(s) of each Unit may, at his own expense, obtain insurance coverage against damage to and loss of the contents of the Unit and comprehensive public liability. Any such policies of insurance purchased by a Unit Owner shall, where such provision is available, contain a clause providing that the insurer waives its right to subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

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

- (A) Public Liability. Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of the Association, to protect the Association and the Owners of all Units, including non-owned automobiles, off-premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all Unit Owners as a group to each Unit Owner; and
- (B) Workmen's Compensation. Workmen's compensation insurance to meet the requirements of law; and
- (C) Fidelity Insurance. Fidelity insurance, as required by law, covering all officers and employees of the Association and any managing agent who handles Association funds.
- (D) Directors, Officers and Committee Members' Liability (Errors and Omissions).
- (E) Property/Hazard. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract, which shall provide primary coverage for:
 1. All portions of the Condominium Property located outside the Unit;

2. The Condominium Property located inside the Unit as such property was initially installed, or replacements thereof like kind and quality and in accordance with the original plans and specifications, or if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed; and
3. All portions of the Condominium Property for which this Declaration requires coverage by the Association.
4. Anything to the contrary notwithstanding, the terms "Condominium Property", "building", "improvements", "insurable improvements", "Common Elements", "Association Property", or any other term found in this Declaration which defines the scope of property or casualty insurance that the Association must obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, all air conditioning and heating equipment, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one (1) Unit. The foregoing is intended to establish the property or casualty insuring responsibilities of the Association and those of the individual Unit Owner in compliance with Section 718.111(11) of the Condominium Act and is not intended to broaden or extend the coverage required to be afforded by law.

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

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

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

occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

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

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

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

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

then the affected Unit Owner shall pay the cost. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Association is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing, or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a Common Expense.

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

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

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

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

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates

of the cost of repair and restoration and shall negotiate and contract for repair and reconstruction.

- (B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Unit Owners in proportion to their shares in the Common Elements for the deficiency. Such Special Assessments need not be approved by the Unit Owners. The proceeds from the Special Assessment shall be added to the funds available for repair and restoration of the property.

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

- (A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Condominium Property or Association property as might be reasonable under the circumstances to protect the Condominium Property or Association Property from further damage or deterioration. This authority includes the authority to expend any and all available Association funds, including reserves.
- (B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.
- (C) A meeting of the members shall be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:
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 without levying a Special Assessment that exceeds fifty percent (50%) of the total annual budget for the Condominium in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless the owners otherwise vote to terminate the Condominium.

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

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

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

16.5 Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable Unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within four (4) months following the damage or destruction and is completed within twelve (12) months thereafter. In the case of "very substantial" damage the condominium will be rebuilt. The Board shall commence and complete construction as soon as practicable under the circumstances.

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

17. CONDEMNATION:

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

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

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

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

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

- (A) Restoration of Unit. The Unit shall be made habitable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.
- (B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.
- (C) Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as

reduced by the taking.

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

- (A) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).
- (B) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in a manner approved by the Board of Directors.
- (C) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of the continuing Units in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.
- (D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessment against Units that will continue as Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Units in the Common Elements after the changes affected by the taking.
- (E) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

17.7 Taking of Common Elements. Awards for the taking of Common Elements shall

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

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

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

19. RIGHTS OF MORTGAGEES:

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

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

19.3 Mortgage Foreclosure. If an Institutional Mortgagee holding a first mortgage of record acquires title to a Unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee of title shall be liable for the share of Common Expenses and Assessments attributable to the Unit (including without limitation Special Assessments, Specific Assessments, Capital Improvement Assessments and reasonable legal fees and costs incident to the collection process), which came due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Condominium Act, as the same may be amended from time to time. Any unpaid share of Common Expenses or Assessments for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners. No acquirer of title to a Unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of such ownership.

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

to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

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

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

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

- (A) Any sixty (60) day or longer delinquency in the payment of Assessments or charges owed by the owner of any Unit on which it holds a mortgage.
- (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

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

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

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

20.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by two-thirds ($2/3^{\text{rds}}$) of the voting interests who are present and voting, in person or by proxy, at any Annual Meeting or Special Meeting called in accordance with the Bylaws where a quorum is present. The Board of Directors, without a vote of the members, may amend the Condominium Documents to correct scrivener's errors or omissions, and amend and restate the Condominium Documents in order to consolidate into one document amendment previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting.

20.4 Certificate: Recording. A copy of each adopted amendment shall be attached to a

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

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

21. MISCELLANEOUS:

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

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

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

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

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

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

21.7 Headings. The 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.

21.8 Reasonable Accommodations. Notwithstanding anything to the contrary contained herein or elsewhere, the Board of Directors shall make such reasonable accommodations in the rules, regulations and restrictions as required by Federal, State or Local Law, if such accommodations are necessary to afford a disabled person equal opportunity to enjoy and use the

Condominium Property. Any such person requesting such an accommodation shall provide the Board with sufficient medical information such that the Board can make a meaningful review of the request. Once the reasonable accommodation is no longer required the Property shall only be used in conformance with the Condominium Documents.

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

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

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

22.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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

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

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

EXHIBITS

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

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

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

Exhibit "D" - Amended and Restated Bylaws.

Exhibit "B"

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LEGAL DESCRIPTIONS

SHEET 4 OF 4 SHEETS

ART CARMA
BRIDGE
A CONDOMINIUM
A. TERRO & ASSOCIATES, INC.
1980

EXHIBIT

COLLIER COUNTY
FLORIDA
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LEGAL DESCRIPTIONS

CONDOMINIUM BOOK

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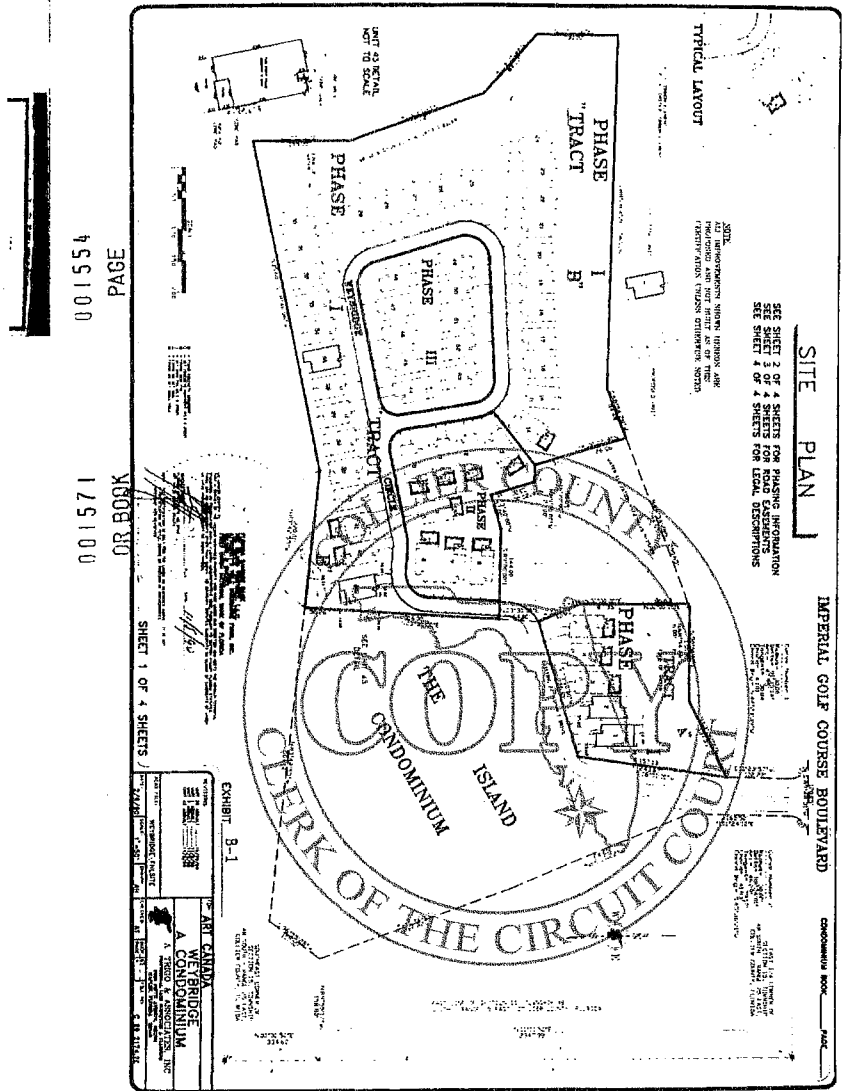
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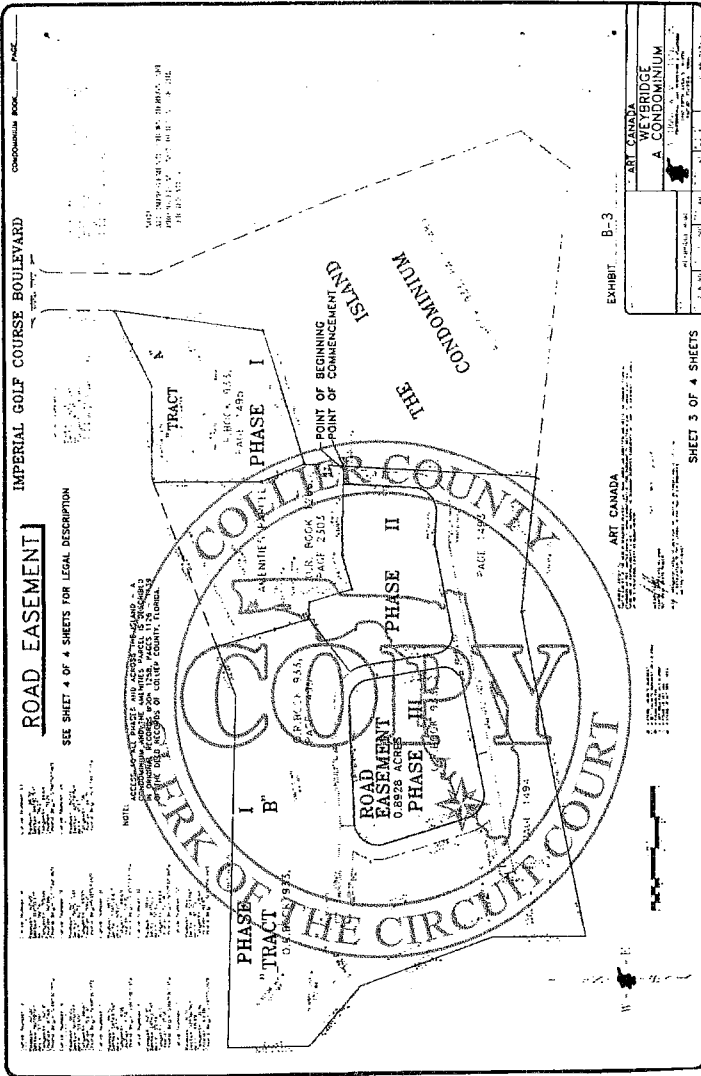
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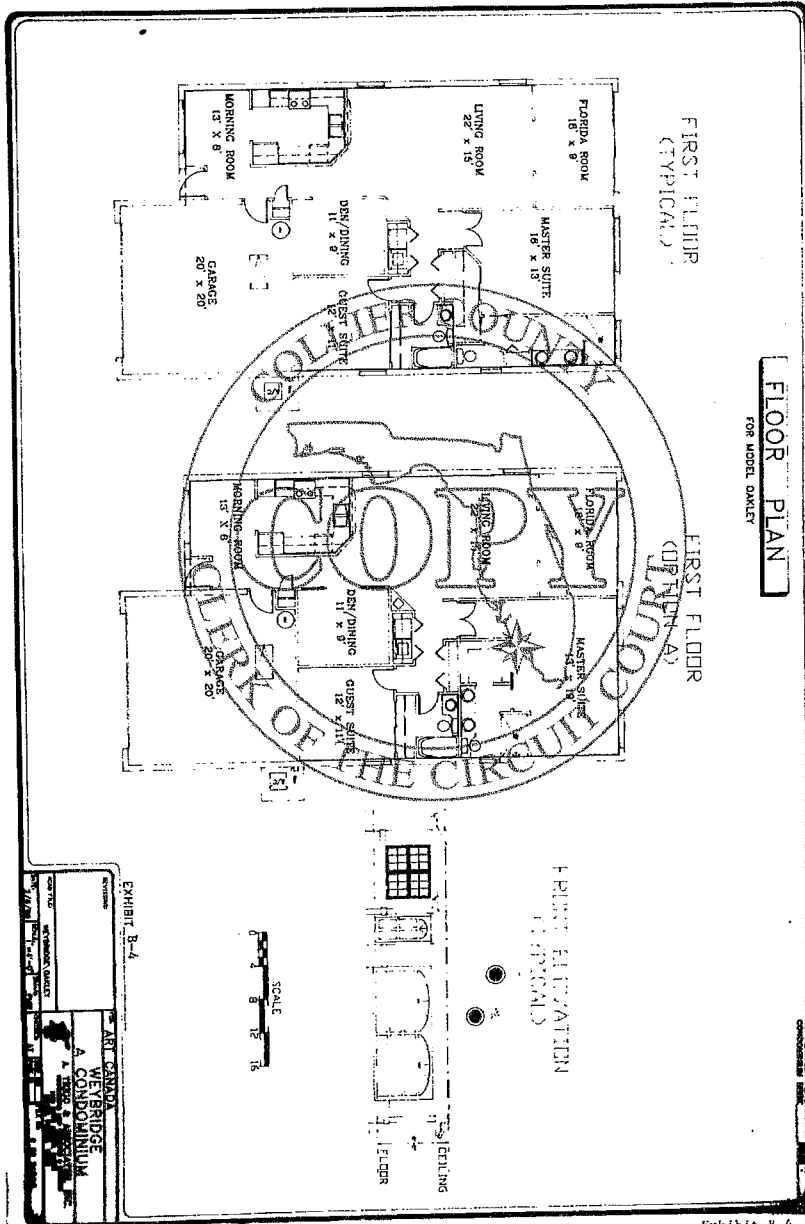
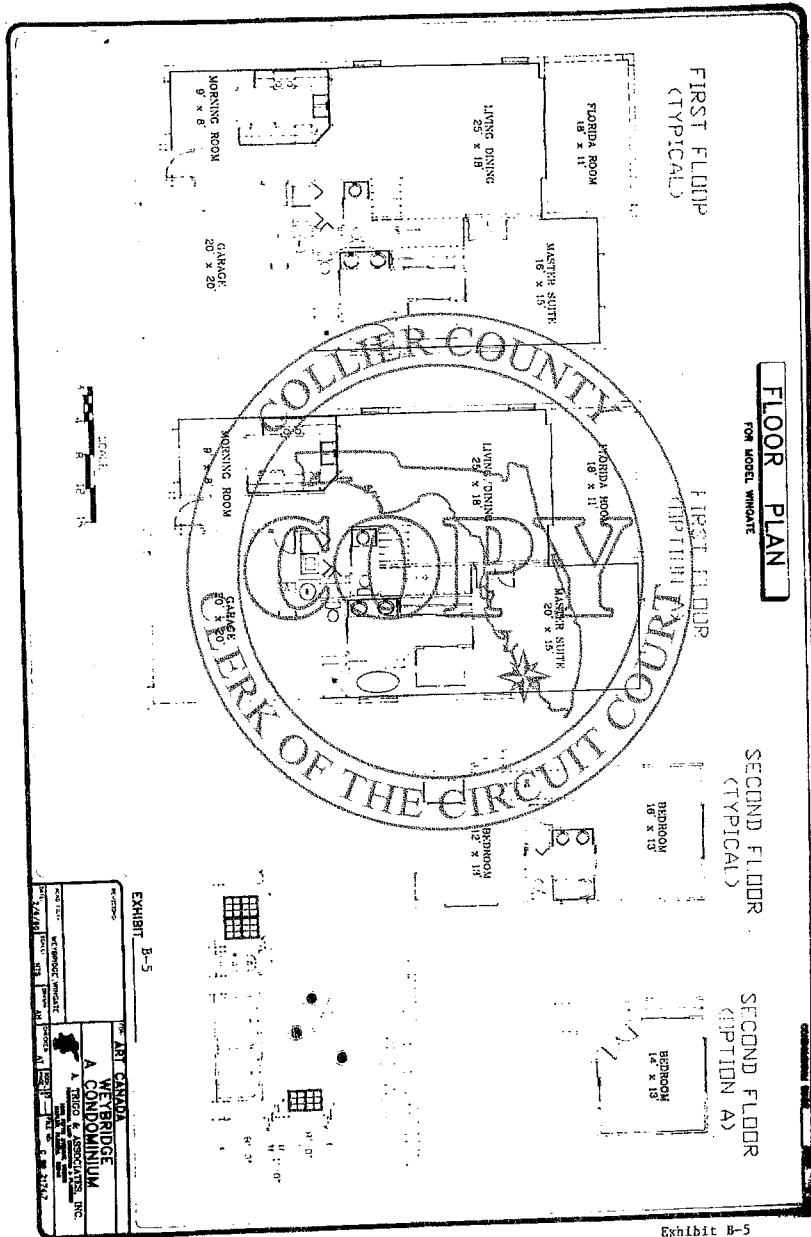


Exhibit B-4

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A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
1033 Fifth Avenue North
Naples, Florida 33940

SURVEYORS CERTIFICATE

As to Unit 35, Phase I, Weybridge, a condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;
2. That this certificate is made as to Unit 35, Phase I, Weybridge, a condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida;
3. That the construction of the improvements to said Unit 35, Phase I, Weybridge, a condominium, is substantially complete so that the survey and plans marked Exhibits "A" to the Declaration of Condominium for Weybridge, a condominium, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 35, Phase I, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 35, Phase I, Weybridge, a condominium, and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By *[Signature]* DATE 11/30/90
A. Trigo P.L.S. # 2982
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared _____, to me well known and know to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed said instrument for the purpose therein expressed.

[Signature]
Notary Public

(Notary Seal)

Notary Public, State of Florida at Large
My Commission Expires April 28, 1991
Bonded thru Agent's Notary Brokerage

Exhibit B-6

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A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
1033 Fifth Avenue North
Naples, Florida 33940

SURVEYORS CERTIFICATE

As to Units 1,2 and 43, Phase I, Weybridge, a condominium,
Portion of the Southeast quarter of Section 15, Township 48
South, Range 25 East, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and
State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes
hereby certify as follows:

1. That I am a Professional Land Surveyor
authorized to practice in the State of Florida;

2. That this certificate is made as to Units 1,2 and
43, Phase I, Weybridge, a condominium, Portion of the
Southeast quarter of Section 15, Township 48 South, Range 25
East, Collier County, Florida.

3. That the construction of the improvements to
said Units 1,2 and 43, Phase I, Weybridge, a Condominium, is
substantially complete so that the survey and plans
marked Exhibits ⁶⁸ to the Declaration
of Condominium for Weybridge, a condominium, together
with the provisions of the Declaration describing the
condominium property, is an accurate representation of
the location and dimensions of the improvements, and so
that the identification, location and dimensions of the
common elements and of each Unit can be determined from
these materials; and

4. That as to said Units 1,2 and 43, Phase I
Weybridge, a Condominium, all planned improvements
including, but not limited to landscaping, utility services
and access to Units 1,2 and 43, Phase I, Weybridge,
a condominium, and common elements facilities serving the
building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.

Registered Land Surveyors

BY *[Signature]* DATE *Nov 6, 1990*
A. Trigo P.L.S. # 2982
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared *Antonio Trigo*, to
me well known and know to me to be the person described in
and who executed the foregoing instrument, and acknowledged
before me that he executed said instrument for the purpose
therein expressed.

Janita M. Dawson
Notary Public (Notary Seal)

Notary Public, State of Florida at Large
My Commission Expires April 28, 1991
Bonded thru Agent's Notary Brokerage

Exhibit B-7

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OR BOOK

001713
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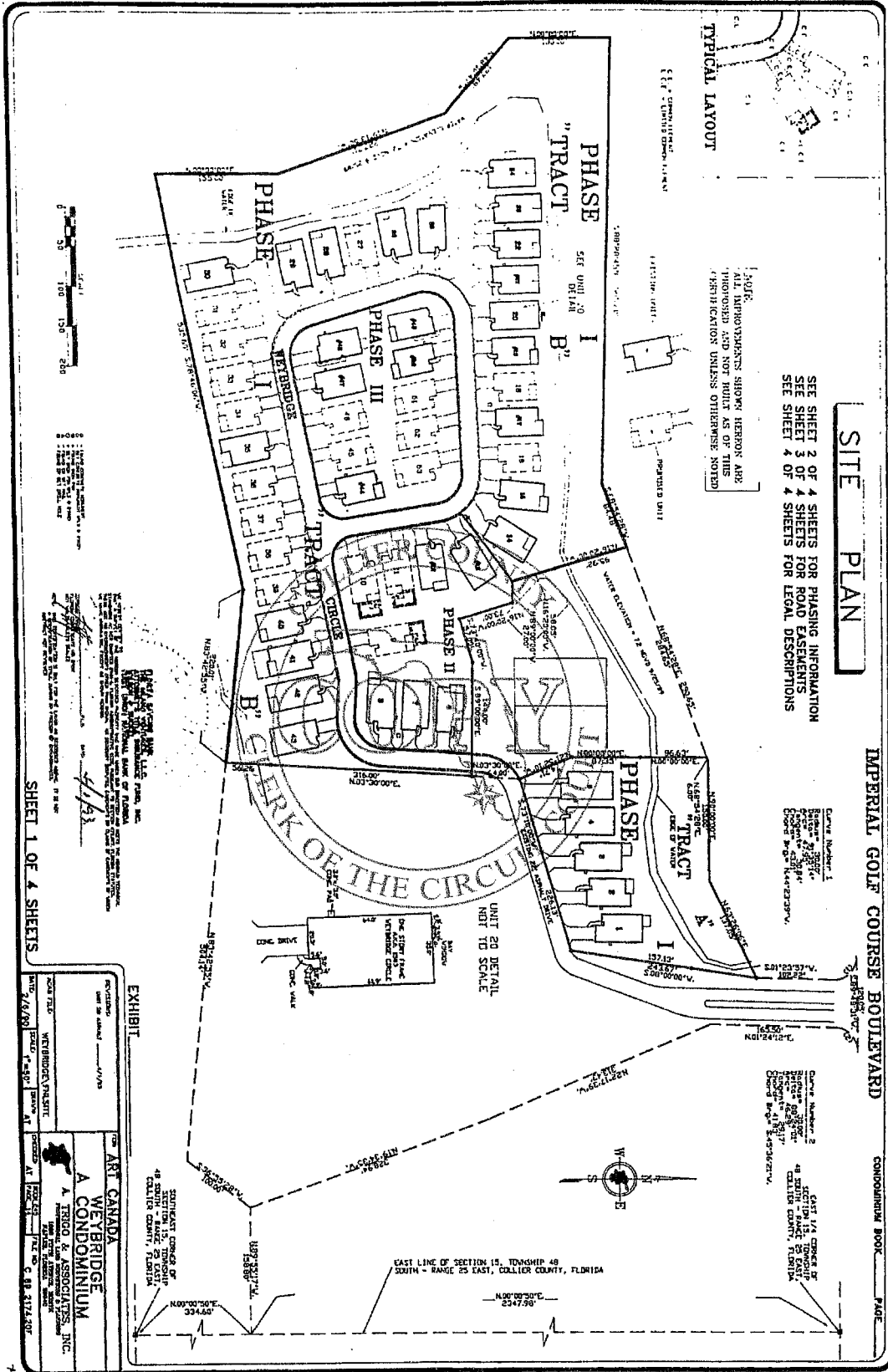


Exhibit B-1(B)

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OR BOOK

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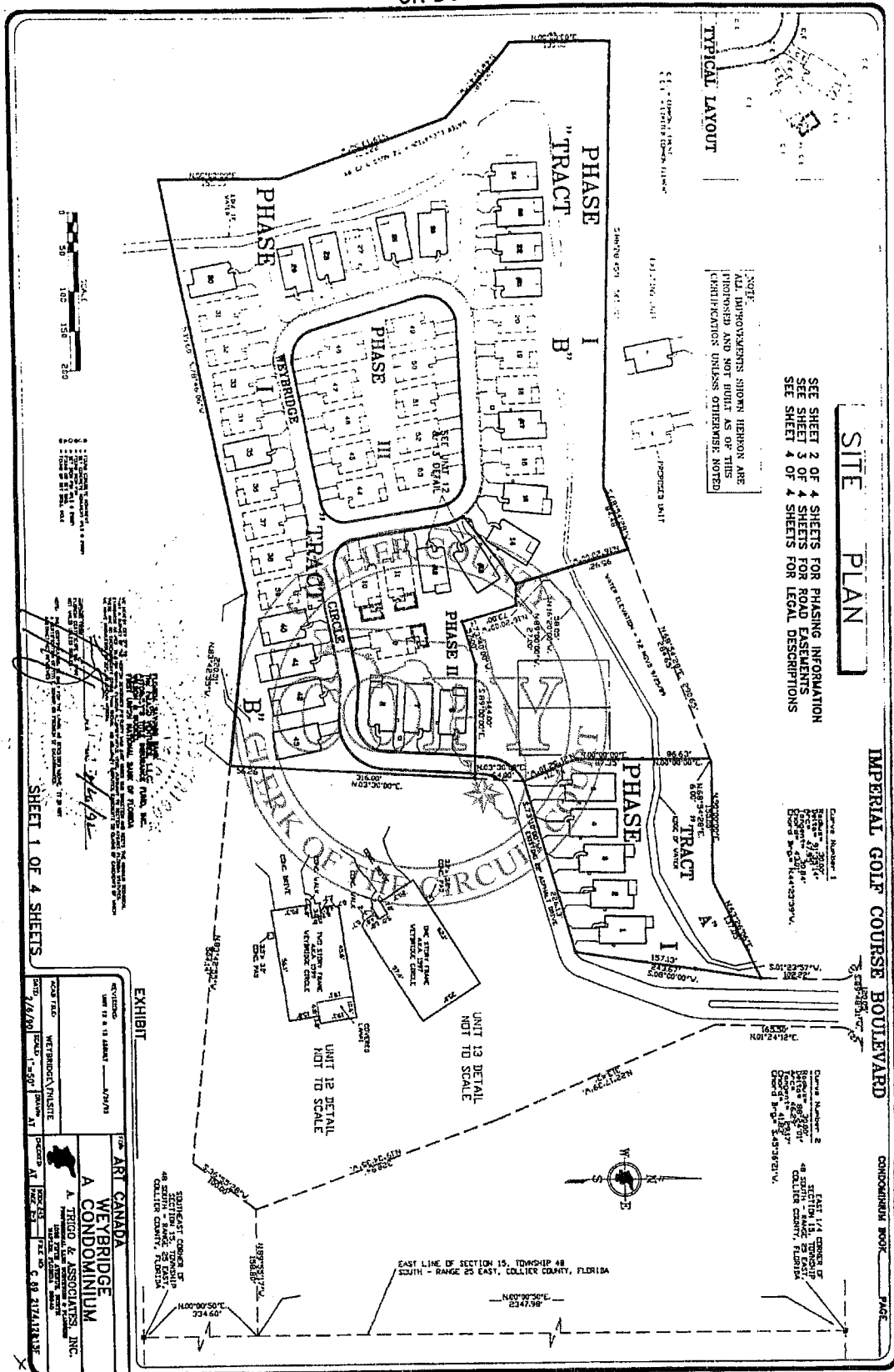
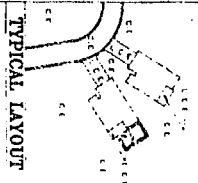
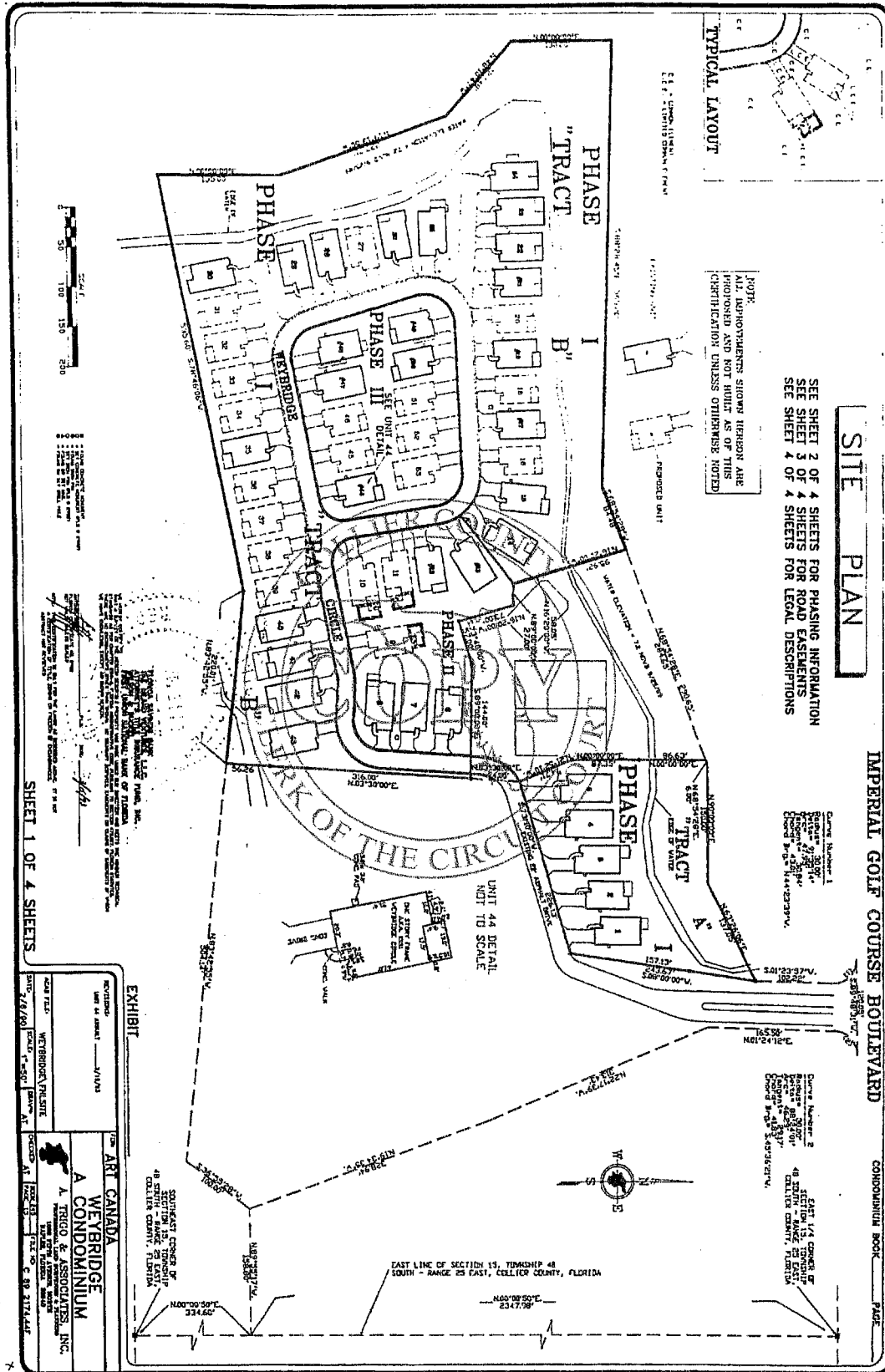


Exhibit B-1(0)

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OR BOOK

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PAGE



NOTE:
ALL DIMENSIONS SHOWN HEREON ARE
PROPOSED AND NOT BUILT AS OF THIS
CERTIFICATION UNLESS OTHERWISE NOTED

SEE SHEET 2 OF 4 SHEETS FOR PHASING INFORMATION
SEE SHEET 3 OF 4 SHEETS FOR FLOOR PLANS
SEE SHEET 4 OF 4 SHEETS FOR LEGAL DESCRIPTIONS

SITE PLAN

IMPERIAL GOLF COURSE BOULEVARD

CONDOMINIUM BOOK PAGE



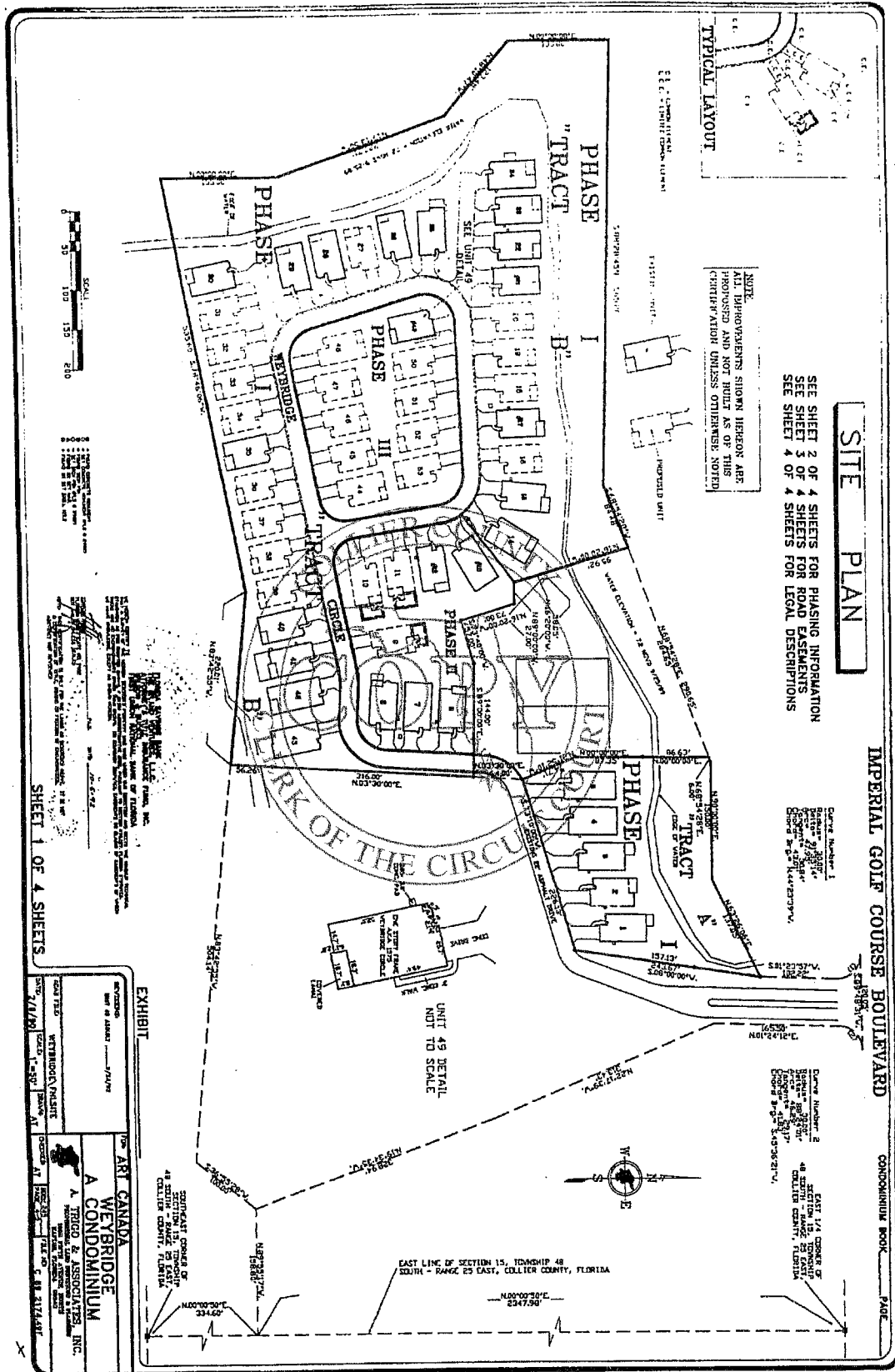
SHEET 1 OF 4 SHEETS

| | |
|---|--|
| EXHIBIT UNIT 44 DETAIL NOT TO SCALE | |
| ART CANADA WEYBRIDGE A CONDOMINIUM | TRIGON & ASSOCIATES, INC. 1000 N. ALAMO AVE. SUITE 100 TAMPA, FL 33606 TEL: 813 271-4447 |

Exhibit B-1(E)

001960
OR BOOK

001718
PAGE



SHEET 1 OF 4 SHEETS

| | |
|--|---|
| <p>EXHIBIT</p> <p>ART CANADA WEYBRIDGE A CONDOMINIUM</p> <p>A TRICOD & ASSOCIATES, INC.</p> | |
| <p>DATE: 1/17/90</p> <p>SCALE: 1" = 40'</p> | <p>DATE: 1/17/90</p> <p>SCALE: 1" = 40'</p> |

Exhibit C-1(G)

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OR BOOK

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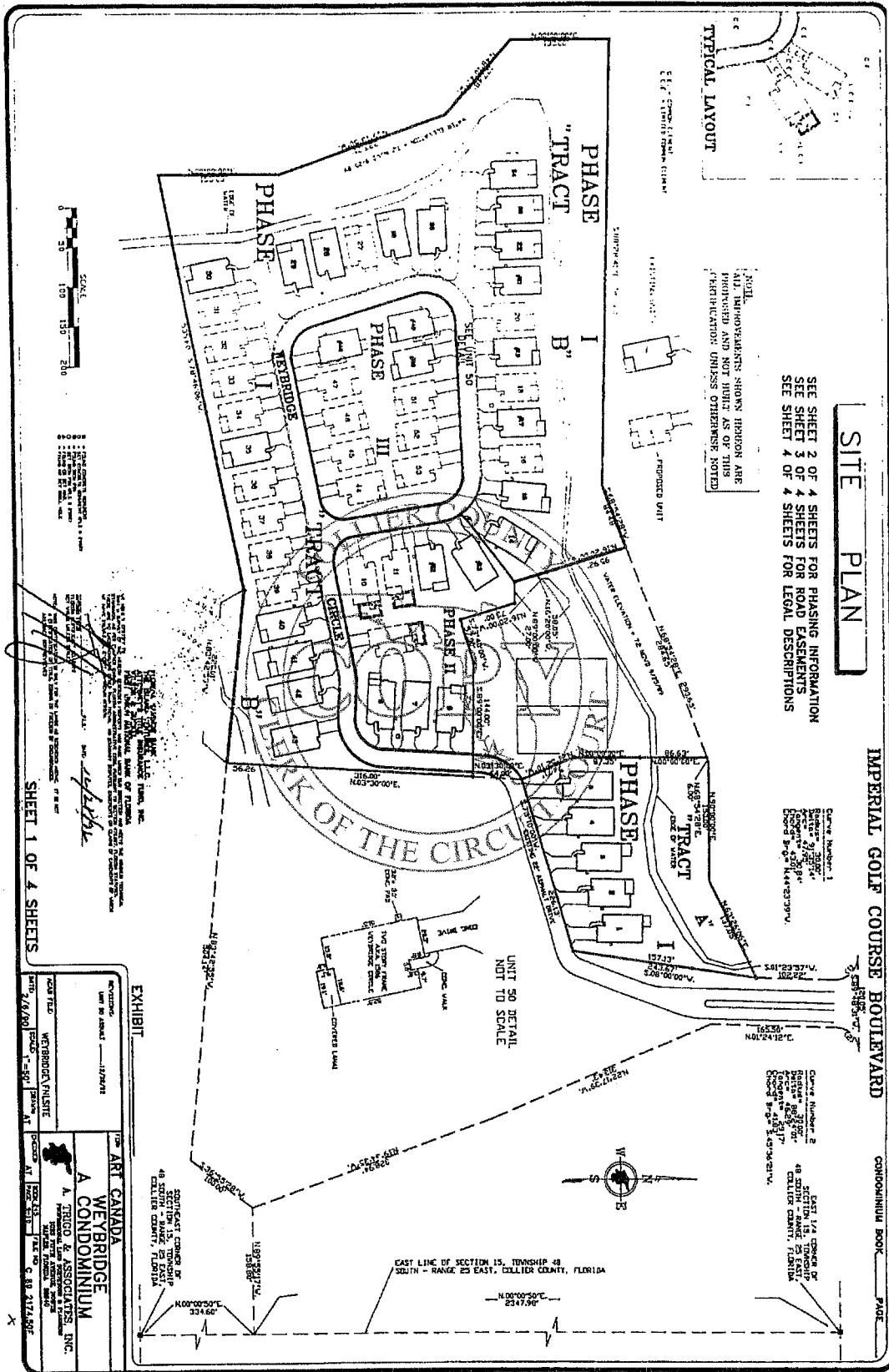


Exhibit B-1(H)

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OR BOOK

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PAGE

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
1033 Fifth Avenue North
Naples, Florida 33940

SURVEYORS CERTIFICATE
=====

As to Unit 19 Phase I, Weybridge, a condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;
2. That this certificate is made as to Unit 19, Phase I, Weybridge, a condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 19, Phase I, Weybridge, a condominium, is substantially complete so that the survey and plans marked Exhibits to the Declaration of Condominium for Weybridge, a condominium, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 19, Phase I, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 19, Phase I, Weybridge, a condominium, and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

BY *[Signature]* DATE 2-25-93
A. Trigo P.L.S. # 2982
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this FEBRUARY 25, 1993, by Antonio Trigo, who is personally known to me and who did not take an oath.



[Signature]
Anne E. Standerfer
Notary Public
Commission No. CC 214915

001960

001721

OR BOOK

PAGE

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
1033 Fifth Avenue North
Naples, Florida 33940

SURVEYORS CERTIFICATE

As to Unit 20, Phase I, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e), Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this Certificate is made as to Unit 20, Phase I, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 20, Phase I, Weybridge, a Condominium, is substantially complete so that the survey and plans marked as Exhibit "B" to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 20, Phase I, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 20, Phase I, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: [Signature]
A. Trigo P.L.S. #2982

Date: 6/16/94

Not valid unless embossed with Professional's seal

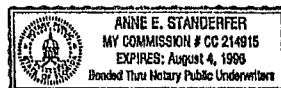
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16th day of JUNE, 1994, by Antonio Trigo, who is personally known to me ~~or has produced~~ (type of identification as identification) and who did not take an oath.

[Signature]
Notary Public
Printed Name: ANNE E. STANDERFER
Commission No.: CC 214915
My Commission Expires: 8-4-96

SEAL

B-20



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001722

OR BOOK

PAGE

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
1033 Fifth Avenue North
Naples, Florida 33940

SURVEYORS CERTIFICATE

As to Unit 11, Phase II, Waybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e), Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this Certificate is made as to Unit 11, Phase II, Waybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 11, Phase II, Waybridge, a Condominium, is substantially complete so that the survey and plans marked as Exhibit "B" to the Declaration of Condominium for Waybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 11, Phase II, Waybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 11, Phase II, Waybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: [Signature]
A. Trigo P.L.S. #2982

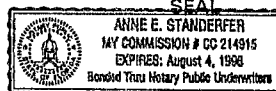
Date: 6/16/94

Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16th day of JUNE, 1994, by Antonio Trigo, who is personally known to me or ~~has produced~~ (type of identification) as identification and who did not take an oath.

[Signature]
Notary Public
Printed Name: ANNE E. STANDERFER
Commission No.: CC 214915
My Commission Expires: 8-4-96



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OR BOOK

001723
PAGE

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
1033 Fifth Avenue North
Naples, Florida 33940

SURVEYORS CERTIFICATE

As to Units 12 and 13 Phase II, Weybridge, a condominium,
Portion of the Southeast quarter of Section 15, Township 48
South, Range 25 East, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and
State of Florida, pursuant to Section 718.104 (4)(c)
Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor
authorized to practice in the State of Florida;
2. That this certificate is made as to Units 12
and 13, Phase II, Weybridge, a condominium, Portion of
the Southeast quarter of Section 15, Township 48 South,
Range 25 East, Collier County, Florida.
3. That the construction of the improvements to
said Units 12 and 13, Phase II, Weybridge, a condominium,
is substantially complete so that the survey and plans
marked Exhibits to the Declaration
of Condominium for Weybridge, a condominium, together
with the provisions of the Declaration describing the
condominium property, is an accurate representation of
the location and dimensions of the improvements, and so
that the identification, location and dimensions of the
common elements and of each Unit can be determined from
these materials; and
4. That as to said Units 12 and 13, Phase II,
Weybridge, a Condominium, all planned improvements,
including, but not limited to landscaping, utility
services and access to Units 12 and 13, Phase II,
Weybridge, a condominium, and common elements facilities
serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By *[Signature]* DATE 2-25-93
A. Trigo P.L.S. # 2982
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this
FEBRUARY 25, 1993, by Antonio Trigo, who is personally known
to me and who did not take an oath.



[Signature]
Anne E. Standerfer
Notary Public
Commission No. CC 214915

001960

001724

OR BOOK

PAGE

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
1033 Fifth Avenue North
Naples, Florida 33940

SURVEYORS CERTIFICATE

As to Units 44 and 47, Phase III, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e), Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this Certificate is made as to Units 44 and 47, Phase III, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Units 44 and 47, Phase III, Weybridge, a Condominium, is substantially complete so that the survey and plans marked as Exhibit "B" to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Units can be determined from these materials; and
4. That as to said Units 44 and 47, Phase III, Weybridge, a Condominium, all planned improvements, including but not limited to landscaping, utility services and access to Units 44 and 47, Phase III, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: [Signature]
A. Trigo R.L.S. #2982

Date: 6/16/94

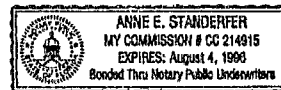
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16th day of June, 1994, by Antonio Trigo, who is personally known to me ~~or has produced~~ (type of identification) as identification and who did not take an oath.

[Signature]
Notary Public
Printed Name: ANNE E. STANDERFER
Commission No.: CC 214915
My Commission Expires: 8-4-96

SEAL



B-23

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OR BOOK

001725
PAGE

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
1033 Fifth Avenue North
Naples, Florida 33940

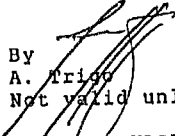
SURVEYORS CERTIFICATE
=====

As to Unit 48, 49 and 50 Phase III, Weybridge, a
condominium, Portion of the Southeast quarter of Section 15,
Township 48 South, Range 25 East, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and
State of Florida, pursuant to Section 718.104 (4)(e)
Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor
authorized to practice in the State of Florida;
2. That this certificate is made as to Units 48,
49 and 50, Phase III, Weybridge, a condominium, Portion of
the Southeast quarter of Section 15, Township 48 South,
Range 25 East, Collier County, Florida.
3. That the construction of the improvements to
said Units 48, 49 and 50, Phase III, Weybridge, a
condominium, is substantially complete so that the survey
and plans marked Exhibits to the
Declaration of Condominium for Weybridge, a condominium,
together with the provisions of the Declaration describing
the condominium property, is an accurate representation of
the location and dimensions of the improvements, and so
that the identification, location and dimensions of the
common elements and of each Unit can be determined from
these materials, and
4. That as to said Units 48, 49 and 50, Phase III,
Weybridge, a Condominium, all planned improvements,
including, but not limited to landscaping, utility
services and access to Units 48, 49 and 50, Phase III,
Weybridge, a condominium, and common elements facilities
serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By 
A. Trigo

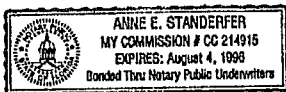
P.L.S. # 2982

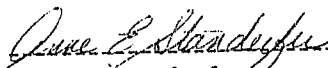
DATE 2-25-93

Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this
FEBRUARY 25, 1993, by Antonio Trigo, who is personally known
to me and who did not take an oath.




Anne E. Standerfer
Notary Public
Commission No. CC 214915

Notarized and certified
in Official Records of
COLLIER COUNTY, FLORIDA
T. WRIGHT E. BROCK, CLERK

OR: 2005 PG: 1316

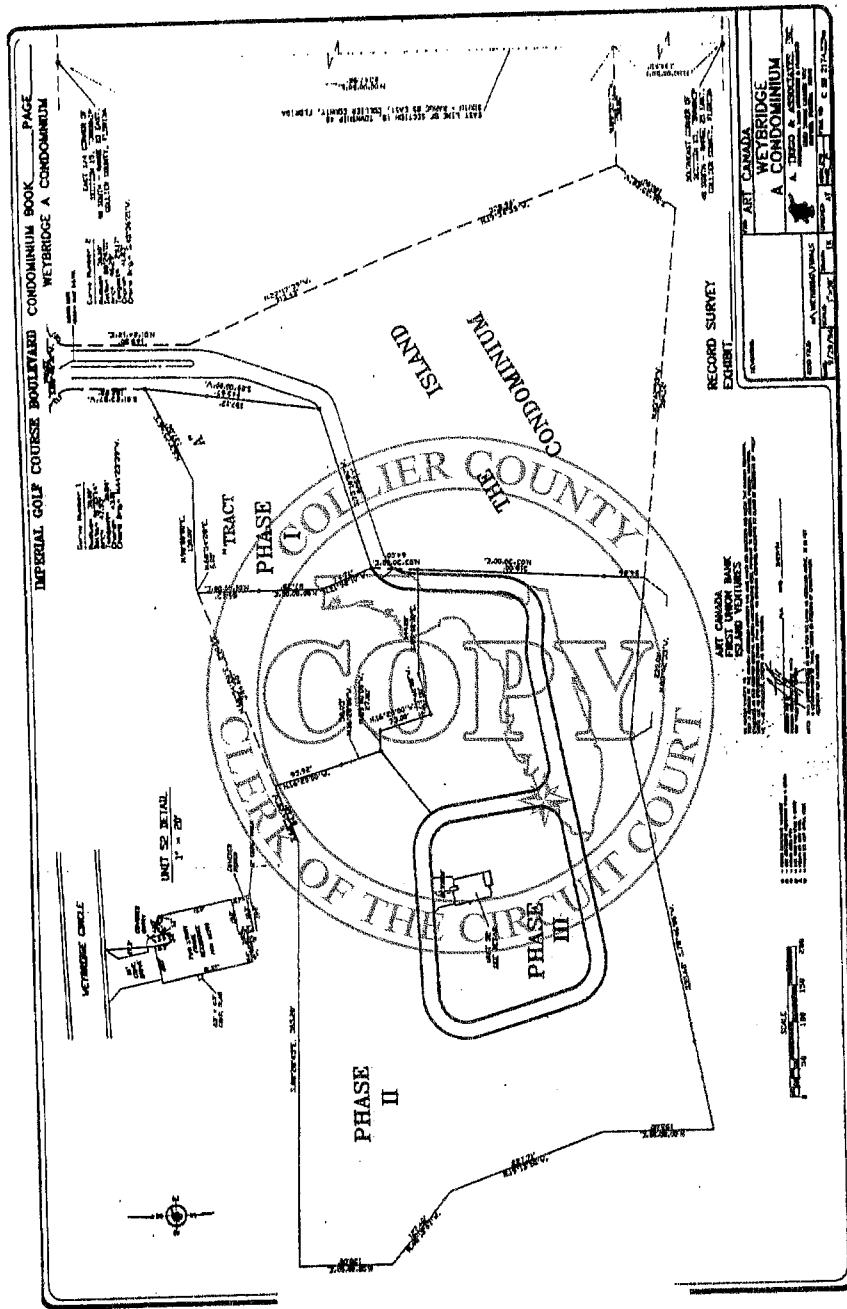


Exhibit 8-1 (A)

OR: 2005 PG: 1317

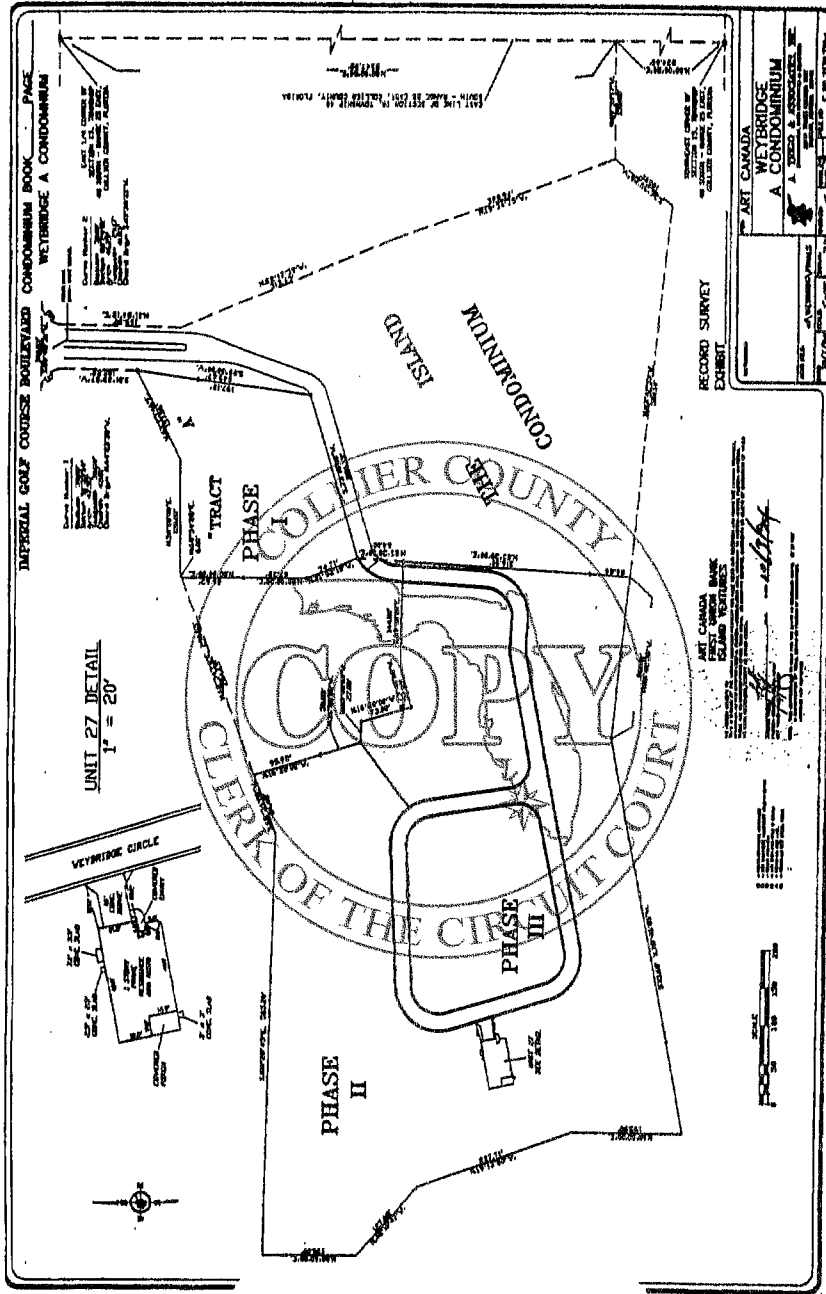


Exhibit B-1 (B)

OR: 2005 PG: 1318

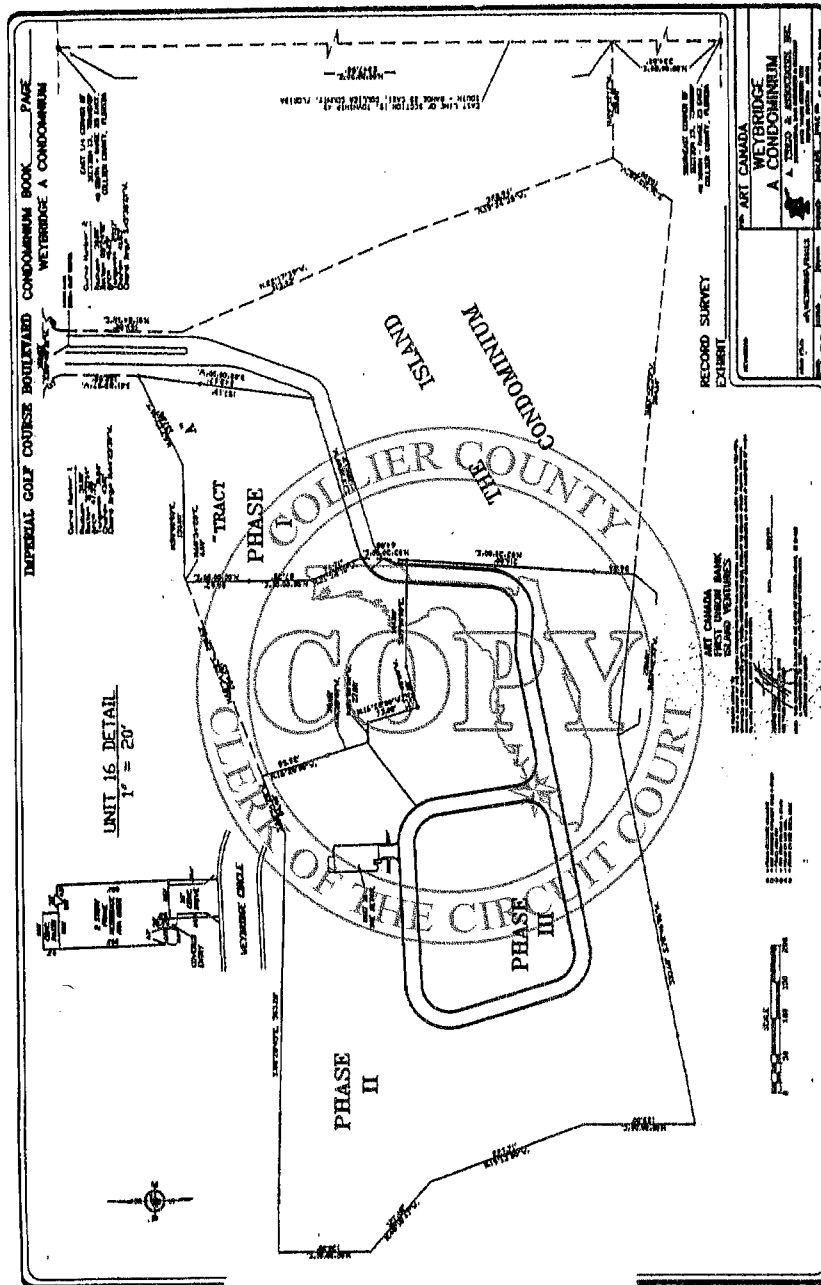
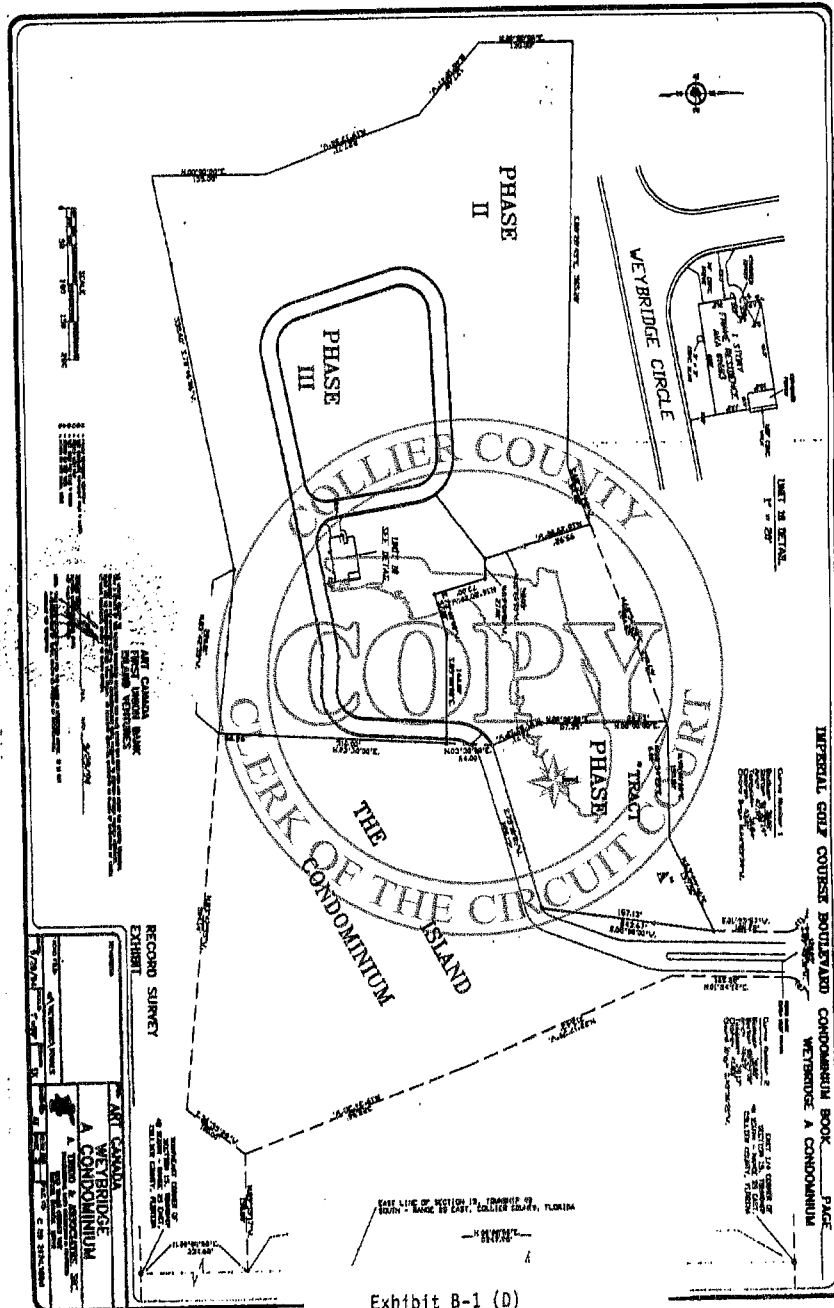


Exhibit B-1 (C)



OR: 2005 PG: 1319

OR: 2005 PG: 1320

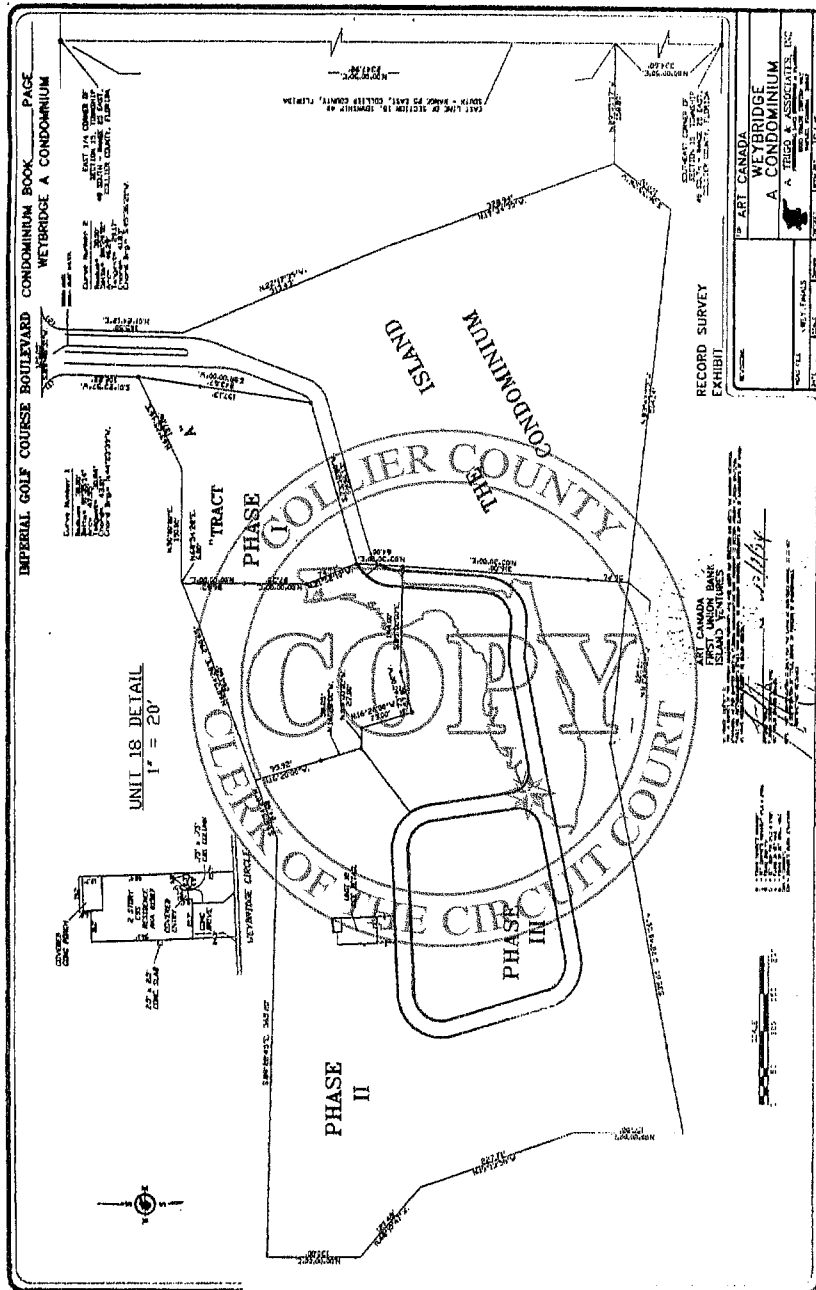


Exhibit B-1 (E)

OR: 2005 PG: 1321

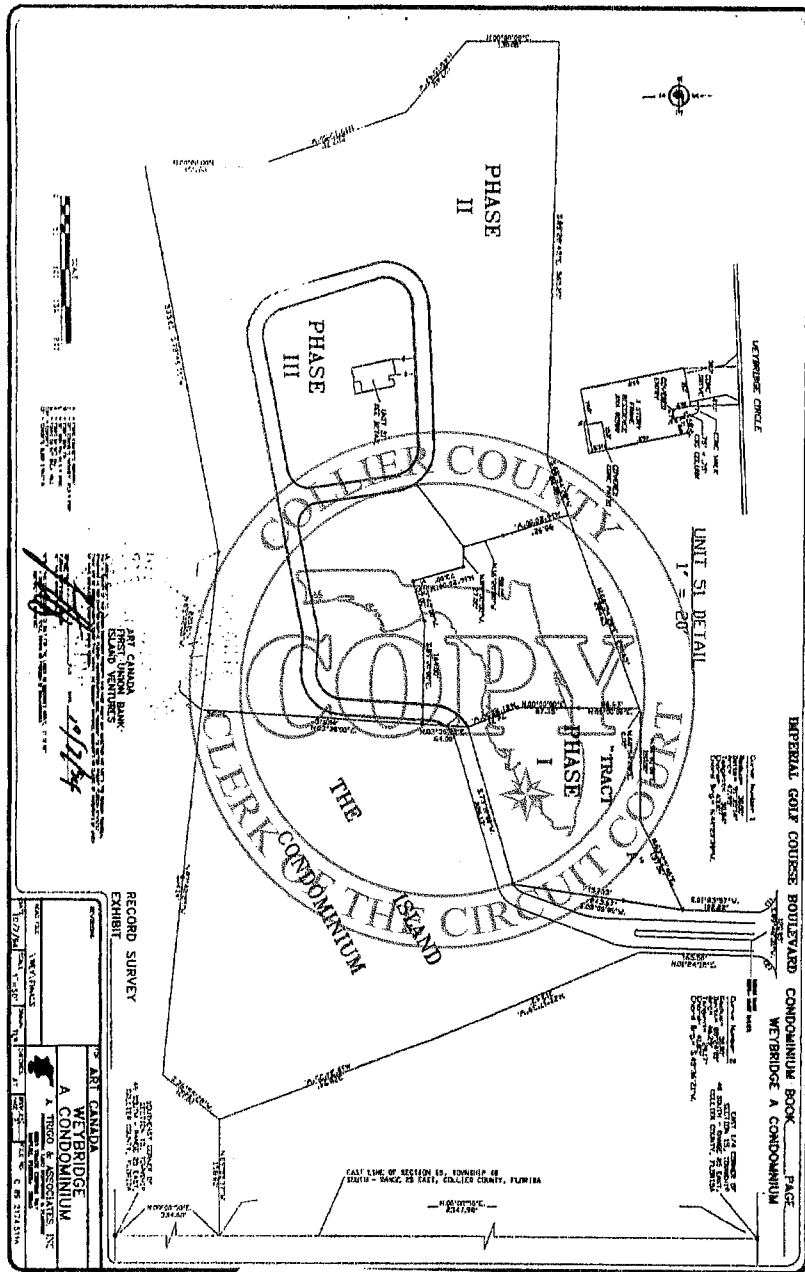


Exhibit B-1 (F)

OR: 2005 PG: 1322

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE

As to Unit 52, Phase I, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Eric D. Kurtz, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

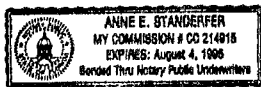
1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this certificate is made as to Unit 52, Phase I, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 52, Phase I, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B-4(A) to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 52, Phase I, Weybridge, a Condominium, all planned improvements, including but not limited to landscaping, utility services and access to Unit 52, Phase I, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: Eric D. Kurtz DATE: 10/3/94
Eric D. Kurtz P.L.S. # 4163
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 3rd day of October, 1994, by Eric D. Kurtz, who is personally know to me.



Anne E. Standerfer
Anne E. Standerfer
Notary Public
Commission No. CC 214915

OR: 2005 PG: 1323

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE

As to Unit 27, Phase I, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Eric D. Kurtz, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this certificate is made as to Unit 27, Phase I, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 27, Phase I, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B-1(B) to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 27, Phase I, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 10, Phase I, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: E D Kurtz DATE: 10/11/94
Eric D. Kurtz P.L.S. # 4163
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 11th day of October, 1994, by Eric D. Kurtz, who is personally know to me.



Anne E. Standerfer
Anne E. Standerfer
Notary Public
Commission No. CC 214915

OR: 2005 PG: 1324

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE

As to Unit 16, Phase I, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Eric D. Kurtz, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

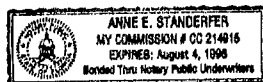
1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this certificate is made as to Unit 16, Phase I, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 16, Phase I, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B-1(c) to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 16, Phase I, Weybridge, a Condominium, all planned improvements including, but not limited to landscaping, utility services and access to Unit 10, Phase I, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: Eric D. Kurtz DATE: 10/11/94
Eric D. Kurtz P.L.S. # 4163
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 11th day of October, 1994, by Eric D. Kurtz, who is personally know to me.



Anne E. Standerfer
Anne E. Standerfer
Notary Public
Commission No. CC 214915

OR: 2005 PG: 1325

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE

As to Unit 10, Phase I, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Eric D. Kurtz, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

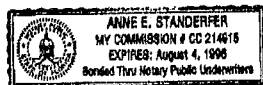
1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this certificate is made as to Unit 10, Phase I, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 10, Phase I, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B-4/D to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 10, Phase I, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 10, Phase I, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: Eric D. Kurtz DATE: 10/3/94
Eric D. Kurtz P.L.S. # 4163
Not valid unless embossed with Professional seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 3rd day of October, 1994, by Eric D. Kurtz, who is personally know to me.



Anne E. Standerfer
Anne E. Standerfer
Notary Public
Commission No. CC 214915

OR: 2005 PG: 1326

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE

As to Unit 18 Phase II, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this certificate is made as to Unit 18, Phase II, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 18, Phase II, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B-1(E) to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials and
4. That as to said Unit 18, Phase II, Weybridge, a Condominium, all planned improvements, including but not limited to landscaping, utility services and access to Unit 18, Phase II, Weybridge, a Condominium and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: [Signature] DATE 10/1/94
Antonio Trigo P.L.S. # 2982
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10/1, 1994, by Antonio Trigo, who is personally know to me.

[Signature]

Notary Public
Commission No. CAT STEVENS
COMMISSION # CC 332528
EXPIRES NOV 28, 1997
Atlantic Bonding Co., Inc.
800-732-2245

*** OR: 2005 PG: 1327 ***

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE

As to Unit 51 Phase III, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.

2. That this certificate is made as to Unit 51, Phase III, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

3. That the construction of the improvements to said Unit 51, Phase III, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B-1(F) to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Unit 51, Phase III, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 51 Phase III, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

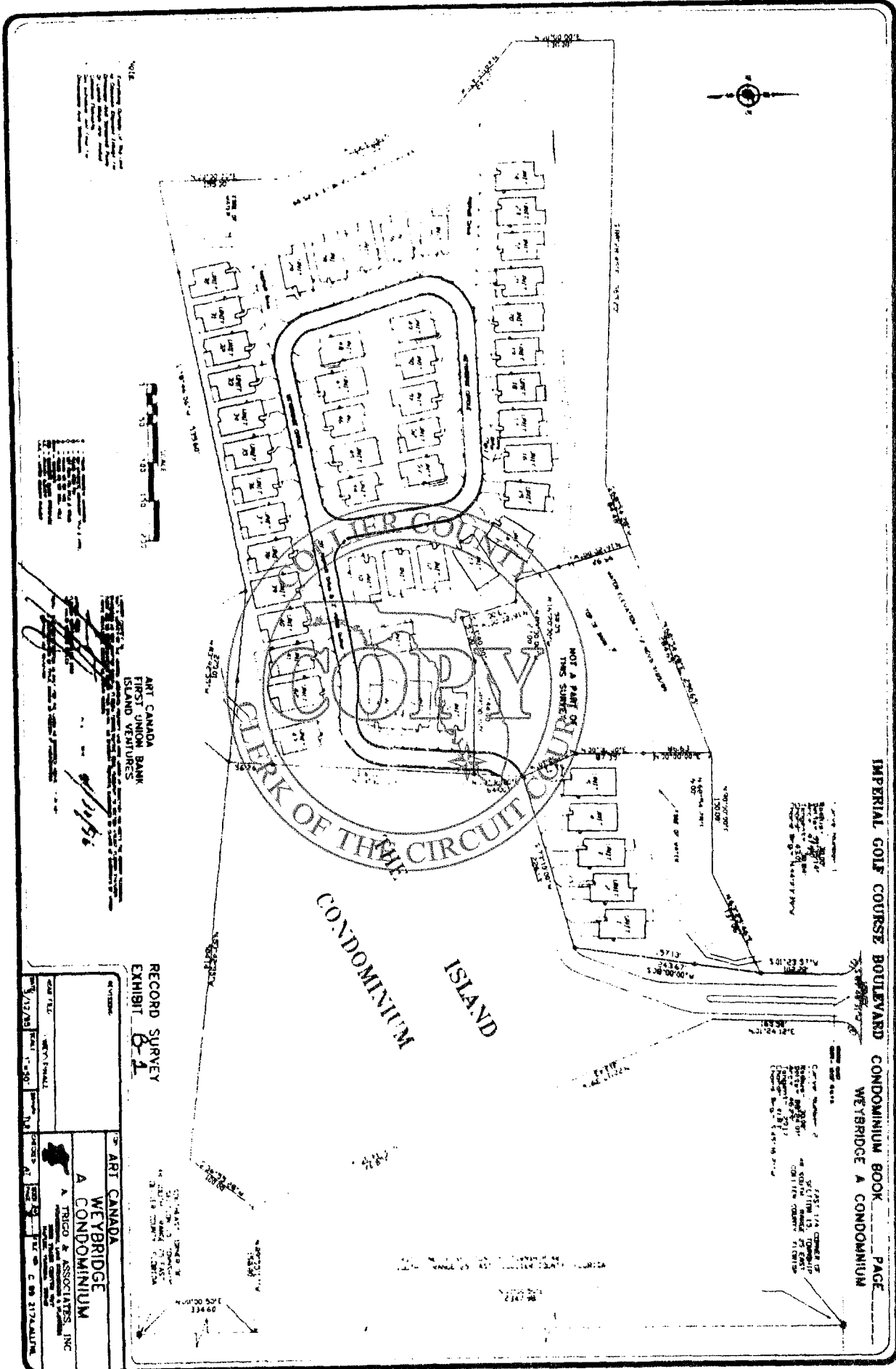
A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: [Signature] DATE: 11/9/94
Antonio Trigo P.L.S. # 2982
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 11/9, 1994, by Antonio Trigo, who is personally know to me.

[Signature]
CAT STEVENS
COMMISSION # CC 332628
EXPIRES NOV 28, 1997
Notary Public
Atlantic Bonding Co., Inc.
Commission No. 800-732-2245



OR: 2187 PG: 1035

IMPERIAL GOLF COURSE BOULEVARD CONDOMINIUM BOOK PAGE
WEYBRIDGE A CONDOMINIUM

NOTE:
1. The boundaries of the Condominium are shown by a dashed line.
2. The boundaries of the lots are shown by a solid line.
3. The boundaries of the units are shown by a dotted line.
4. The boundaries of the common areas are shown by a dash-dot line.
5. The boundaries of the parking areas are shown by a long-dash line.
6. The boundaries of the landscaping areas are shown by a short-dash line.
7. The boundaries of the utility areas are shown by a long-short-dash line.
8. The boundaries of the other areas are shown by a solid line with a different pattern.



ART CANADA
FIRST UNION BANK
ISLAND VENTURES
1/20/96

RECORD SURVEY
EXHIBIT 8-1

| | | | |
|----------|-------------------------|----------|------------|
| DATE | 1/20/96 | BY | ART CANADA |
| PROJECT | WEYBRIDGE A CONDOMINIUM | OWNER | ART CANADA |
| SCALE | AS SHOWN | DESIGNER | ART CANADA |
| CHECKED | ART CANADA | DATE | 1/20/96 |
| APPROVED | ART CANADA | DATE | 1/20/96 |

ART CANADA
WEYBRIDGE
A CONDOMINIUM
TRICOR ASSOCIATES, INC.

A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE

As to Unit 31, Phase II, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Eric D. Kurtz, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this certificate is made as to Unit 31, Phase II, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 31, Phase II, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 31, Phase II, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 31, Phase II, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

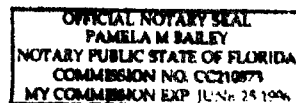
A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: Eric D. Kurtz DATE: 5/12/95
Eric D. Kurtz P.L.S. # 4163
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12th day of May, 1995, by Eric D. Kurtz, who is personally know to me.

Notary Public
Commission No.



A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE
=====

As to Unit 32, Phase II, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Eric D. Kurtz, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this certificate is made as to Unit 32, Phase II, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 32, Phase II, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 32, Phase II, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 32, Phase II, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

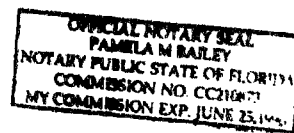
A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: _____ DATE: _____
Eric D. Kurtz P.L.S. # 4163
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12th day of May, 1995, by Eric D. Kurtz, who is personally know to me.

Notary Public
Commission No.



A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE

As to Unit 33, Phase II, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Eric D. Kurtz, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.

2. That this certificate is made as to Unit 33, Phase II, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

3. That the construction of the improvements to said Unit 33, Phase II, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Unit 33, Phase II, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 33, Phase II, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

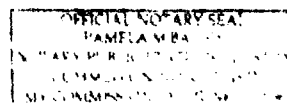
A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: Eric D. Kurtz DATE: May 12, 1995
Eric D. Kurtz P.L.S. # 4163
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12th day of May, 1995, by Eric D. Kurtz, who is personally know to me.

Notary Public
Commission No.



A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE
.....

As to Unit 34, Phase II, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Eric D. Kurtz, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.

2. That this certificate is made as to Unit 34, Phase II, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

3. That the construction of the improvements to said Unit 34, Phase II, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Unit 34, Phase II, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 34, Phase II, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

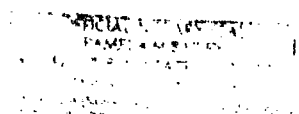
A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

BY: Eric D. Kurtz DATE: 4/17/95
Eric D. Kurtz #L.S. # 4163
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12th day of May, 1995, by Eric D. Kurtz, who is personally know to me.

Notary Public
Commission No,



A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE

As to Unit 45, Phase III, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Eric D. Kurtz, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.

2. That this certificate is made as to Unit 45, Phase III, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

3. That the construction of the improvements to said Unit 45, Phase III, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Unit 45, Phase III, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 45, Phase III, Weybridge, a Condominium and common elements facilities serving the building have been substantially completed.

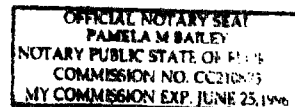
A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By: _____ DATE: _____
Eric D. Kurtz P.L.S. # 4163
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12th day of May, 1995, by Eric D. Kurtz, who is personally know to me.

Notary Public
Commission No.



A. TRIGO & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
2223 Trade Center Way
Naples, Florida 33942

SURVEYORS CERTIFICATE

As to Unit 46, Phase III, Weybridge, a Condominium, Portion of the Southeast quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.

I, Eric D. Kurtz, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida.
2. That this certificate is made as to Unit 46, Phase III, Weybridge, a Condominium, Portion of the Southeast Quarter of Section 15, Township 48 South, Range 25 East, Collier County, Florida.
3. That the construction of the improvements to said Unit 46, Phase III, Weybridge, a Condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Weybridge, a Condominium, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Unit 46, Phase III, Weybridge, a Condominium, all planned improvements, including, but not limited to landscaping, utility services and access to Unit 46, Phase III, Weybridge, a Condominium, and common elements facilities serving the building have been substantially completed.

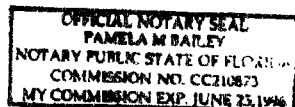
A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

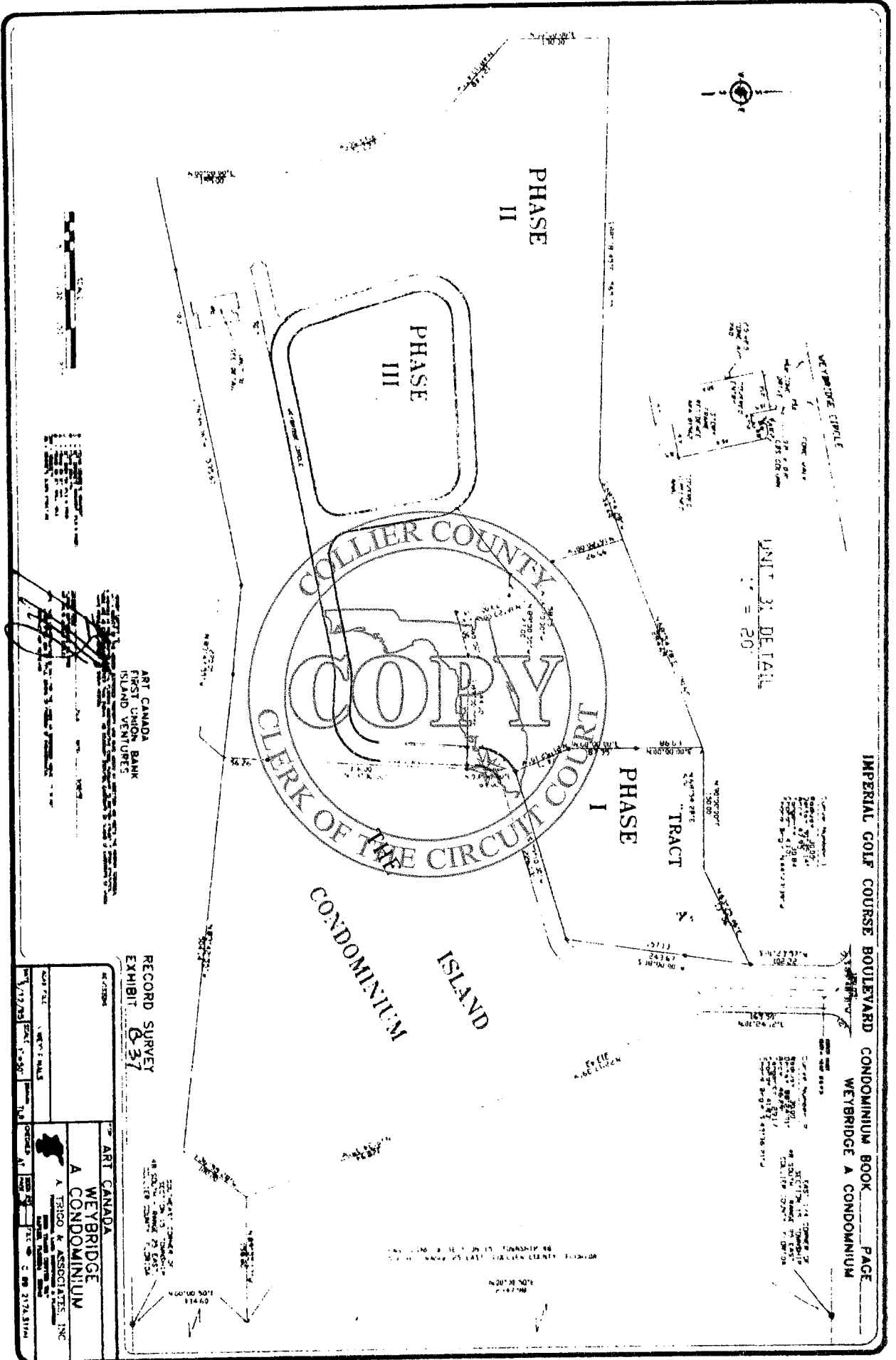
By: Eric D. Kurtz DATE: 5/12/95
Eric D. Kurtz P.L.S. # 4163
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12th day of May, 1995, by Eric D. Kurtz, who is personally know to me.

Pamela M. Bailey
Notary Public
Commission No. _____





IMPERIAL GOLF COURSE BOULEVARD CONDOMINIUM BOOK PAGE

WEYBRIDGE A CONDOMINIUM

UNIT 31 DETAIL
1" = 20'

PHASE I TRACT

PHASE II

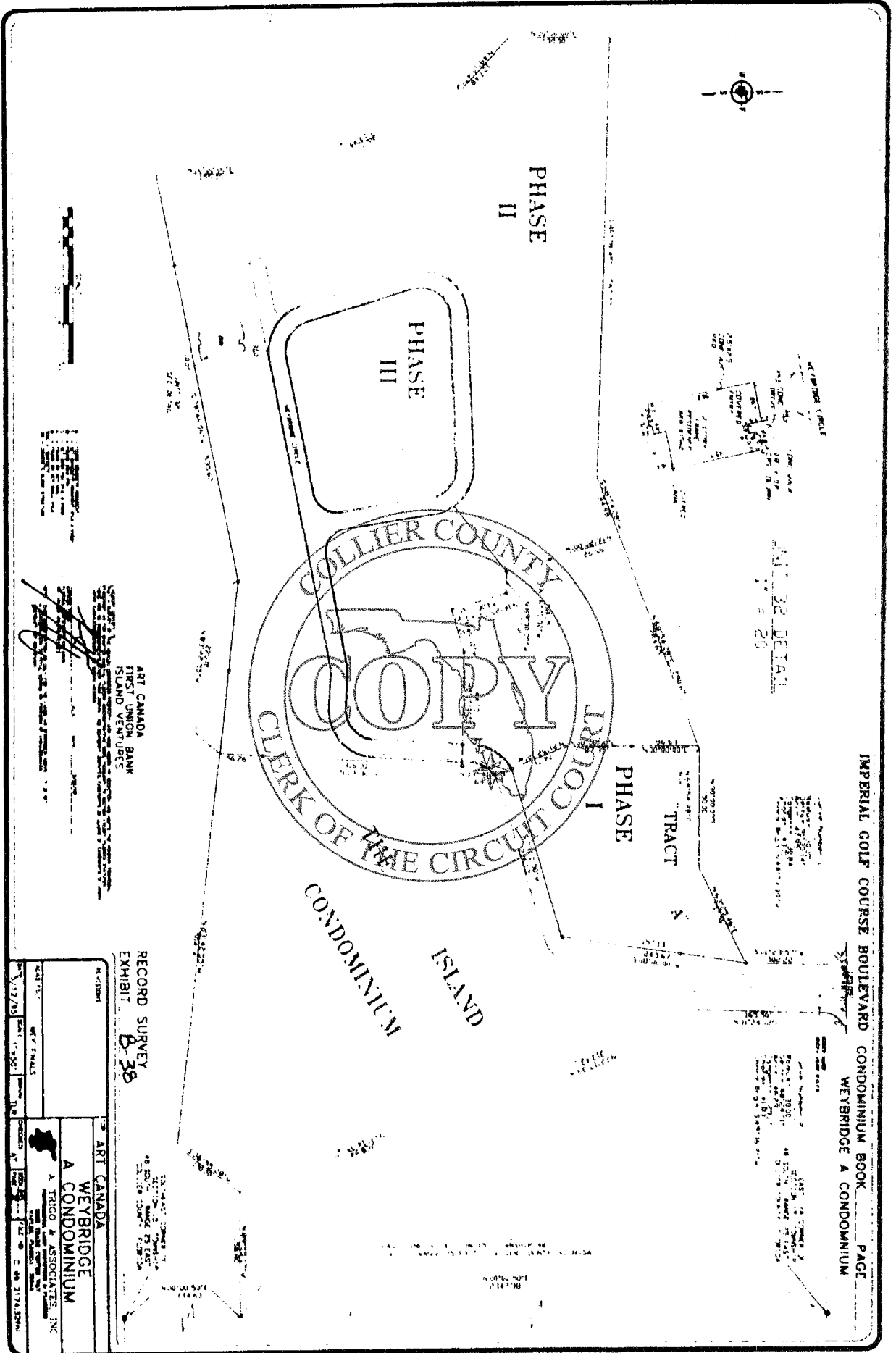
PHASE III

COPY

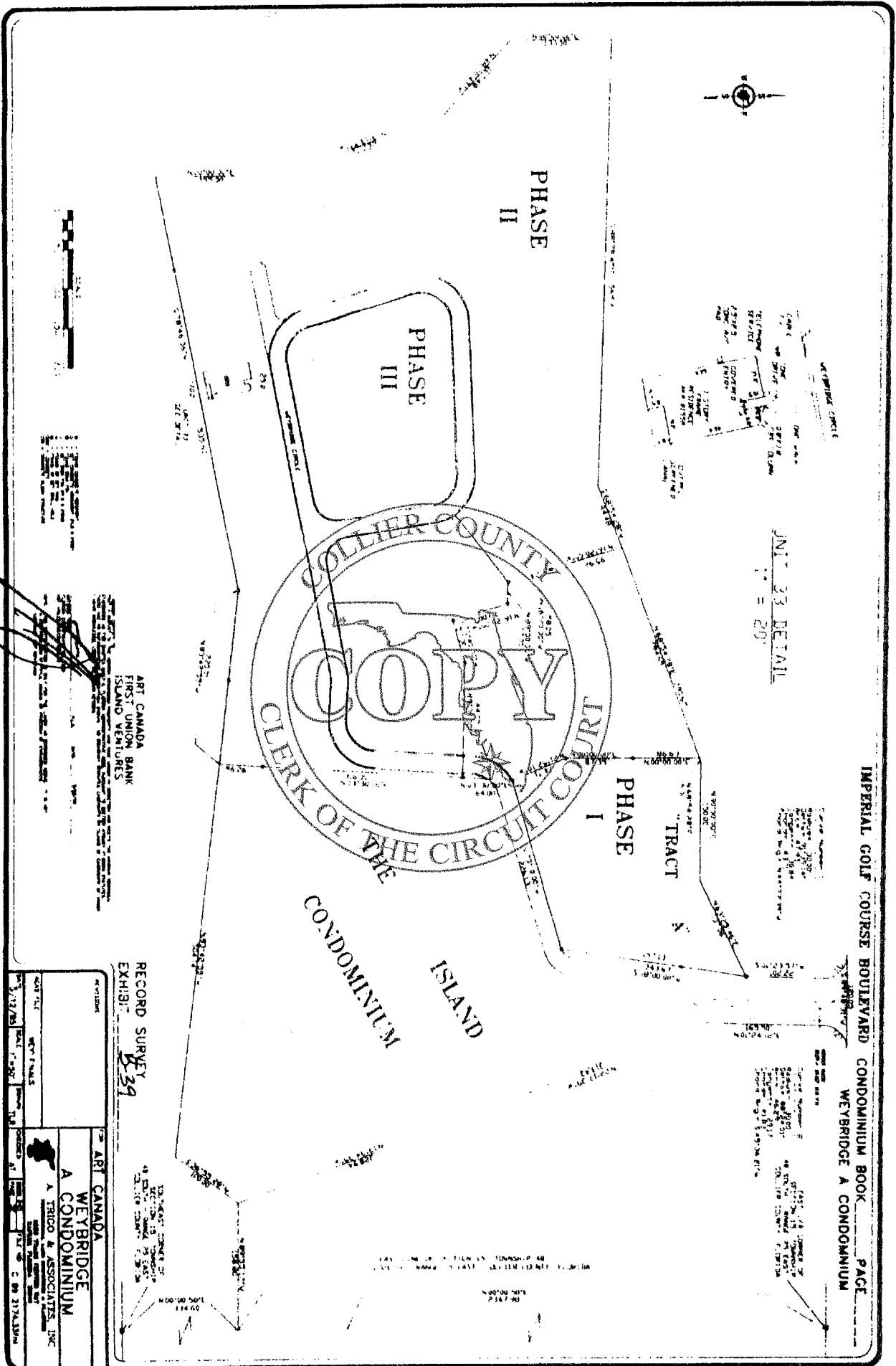
CONDOMINIUM ISLAND

RECORD SURVEY EXHIBIT 837

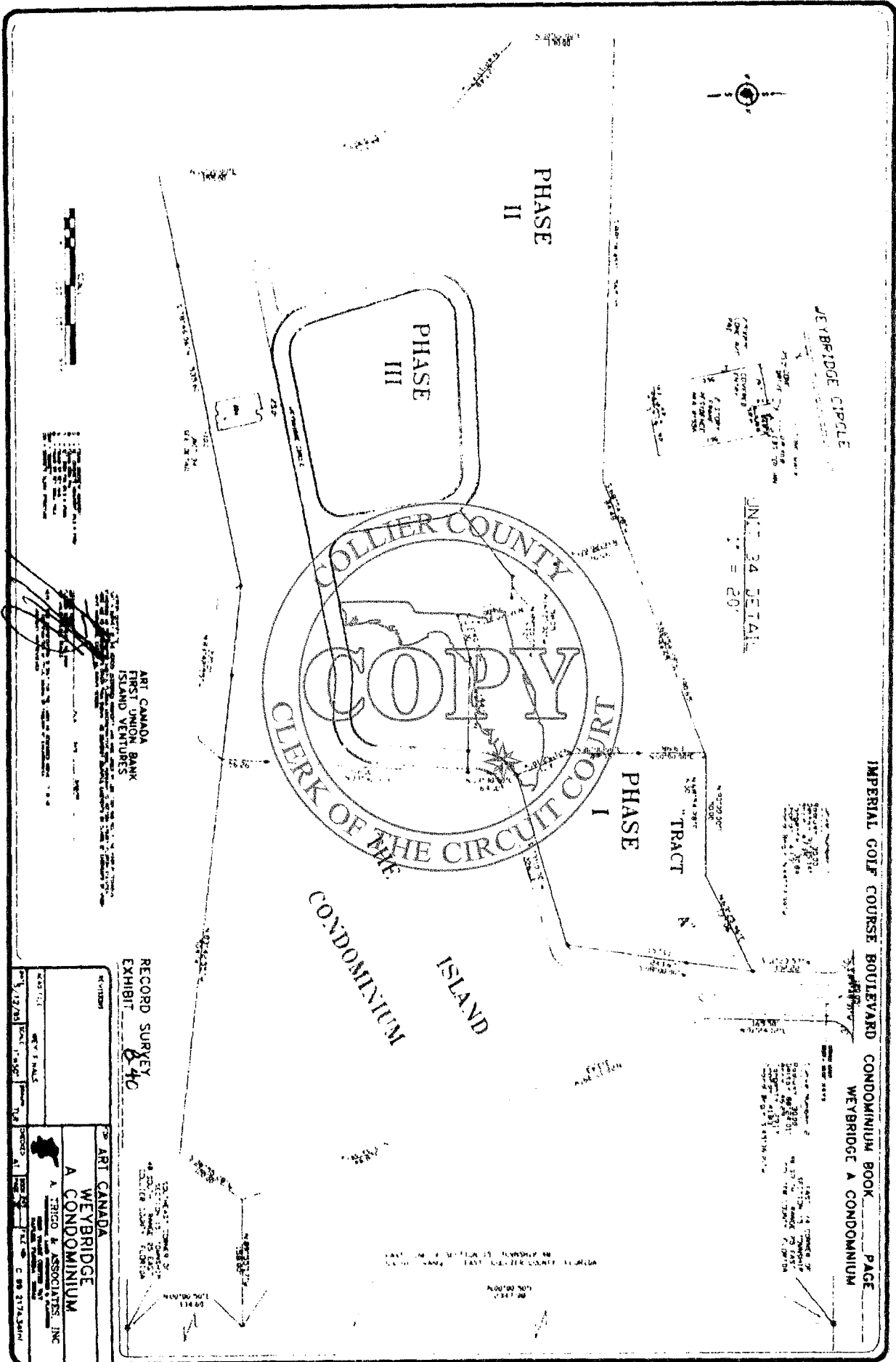
| | |
|--|------------------------|
| ART CANADA WEYBRIDGE A CONDOMINIUM | |
| A. TERRO & ASSOCIATES, INC. | |
| DATE FILED | FILED |
| APR 17 1981 | NO. 1 |
| CLERK OF CIRCUIT COURT | CLERK OF CIRCUIT COURT |



OR: 2187 PG: 1043



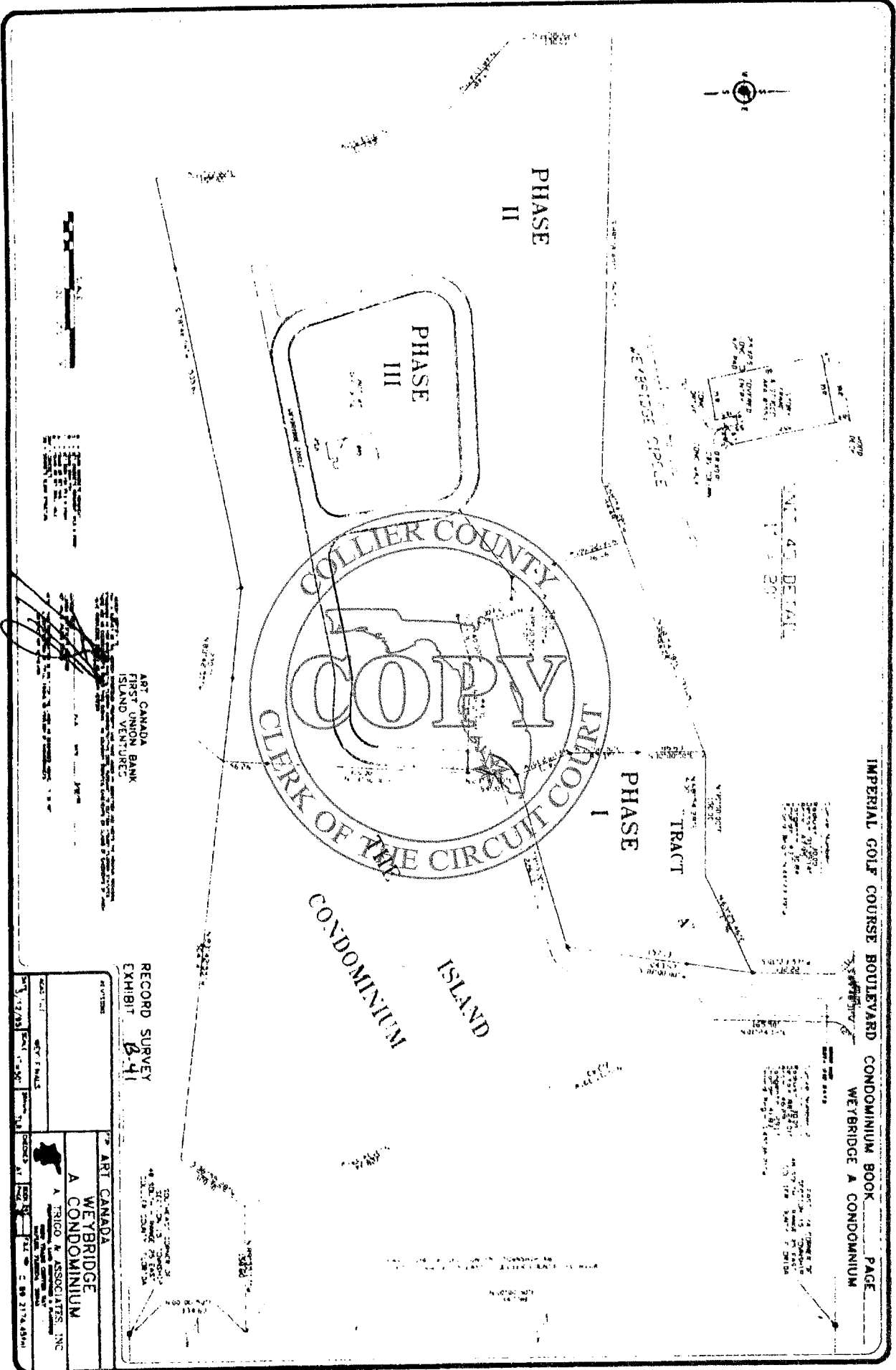
OR: 2187 PG: 1045



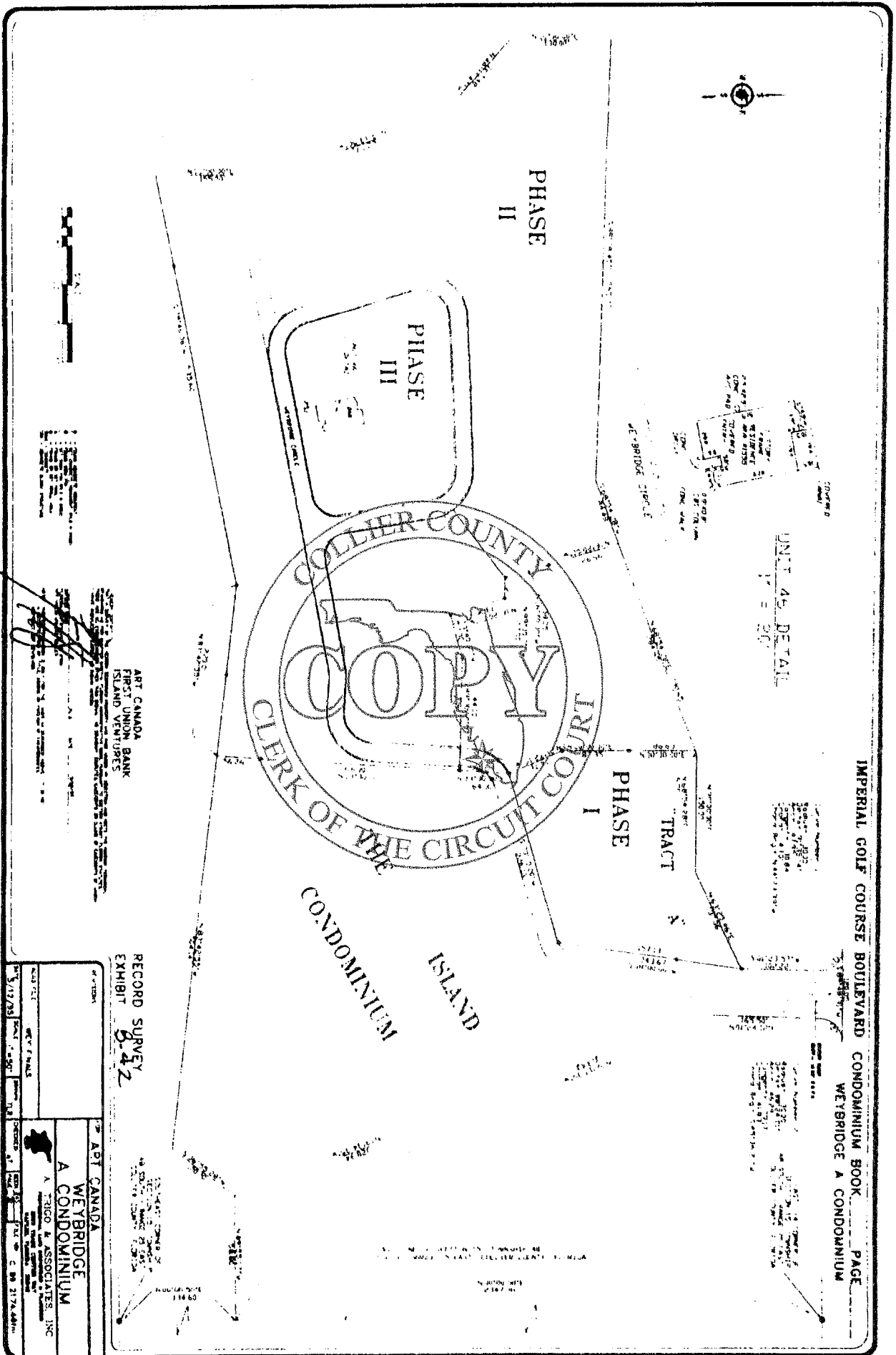
IMPERIAL GOLF COURSE BOULEVARD CONDOMINIUM BOOK PAGE
WEYBRIDGE A CONDOMINIUM

RECORD SURVEY
EXHIBIT 240

| | | | | | |
|------------|------------|------------|------------|------------|------------|
| NO. 127801 | NO. 127801 | NO. 127801 | NO. 127801 | NO. 127801 | NO. 127801 |
| ART CANADA | ART CANADA | ART CANADA | ART CANADA | ART CANADA | ART CANADA |
| WEYBRIDGE | WEYBRIDGE | WEYBRIDGE | WEYBRIDGE | WEYBRIDGE | WEYBRIDGE |
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| COND | COND | COND | COND | COND | COND |
| 127801 | 127801 | 127801 | 127801 | 127801 | 127801 |



OR: 2187 PG: 1046



*** OR: 2187 PG: 1047 ***

IMPERIAL GOLF COURSE BOULEVARD CONDOMINIUM BOOK PAGE
WETBRIDGE A CONDOMINIUM

RECORD SURVEY
EXHIBIT 8-42

| | | | | | |
|--------------|--------------|--------------|--------------|--------------|--------------|
| APR 11/27/93 | APR 11/27/93 | APR 11/27/93 | APR 11/27/93 | APR 11/27/93 | APR 11/27/93 |
| APR 11/27/93 | APR 11/27/93 | APR 11/27/93 | APR 11/27/93 | APR 11/27/93 | APR 11/27/93 |
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| APR 11/27/93 | APR 11/27/93 | APR 11/27/93 | APR 11/27/93 | APR 11/27/93 | APR 11/27/93 |

APT CANADA
WETBRIDGE
A CONDOMINIUM

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

WEYBRIDGE CONDOMINIUM ASSOCIATION OF NAPLES, INC.

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of Weybridge Condominium Association of Naples, Inc., a Florida corporation not for profit, incorporated on February 15, 1990, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted and the omission of matters of historical interest. All terms in these Amended and Restated Articles that are defined terms in the Amended and Restated Declaration of Condominium of even date herewith, shall have the same meaning as set forth in said Declaration.

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

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Weybridge Condominium Association of Naples, Inc., and its address is c/o Williams Service Group, Inc. P.O. Box 110845, Naples, Florida 34108, or at such other address designated by the Board of Directors.

ARTICLE II

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

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

- (A) To make and collect Assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property and Association property.
- (C) To purchase insurance for the protection of the Association and its members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the condominium property.
- (E) To make, amend and enforce reasonable rules and regulations governing the operation of the Association and the use, maintenance, occupancy, alteration, transfer and appearance of units, common elements and limited common elements, subject to any limits set forth in the Declaration of Condominium.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.
- (G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To borrow money and encumber Association's assets and property as necessary to perform its other functions hereunder.
- (K) To grant, modify or move any easement in the manner provided in the Declaration of Condominium.
- (L) To purchase Unit(s) and other real and/or personal property as determined by the Association in compliance with the Declaration of Condominium and applicable law.

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

ARTICLE III

MEMBERSHIP:

- (A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- (C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

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

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (B) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

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

- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or members, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise provided by Florida law, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3rds) of members present and voting, in person or by proxy, after a quorum is established, at any annual or special meeting called for the purpose. The Board of Directors may amend these Articles to correct scrivener's errors or omissions and amend and restate the Articles in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required by the Condominium Act.

ARTICLE VIII

INDEMNIFICATION.

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

Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.


- (C) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article VIII.
- (D) Miscellaneous. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.
- (E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.
- (F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VIII may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE IX

REGISTERED OFFICE AND REGISTERED AGENT:

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

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



Mark E. Adameczyk, Esq., Registered Agent

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

AMENDED AND RESTATED BYLAWS

OF

WEYBRIDGE CONDOMINIUM ASSOCIATION OF NAPLES, INC.

1. GENERAL. These are the Amended and Restated Bylaws of Weybridge Condominium Association of Naples, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to Chapter 718, The Florida Condominium Act, as amended from time to time. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principle office of the Association shall be at the Condominium, or at such other address designated by the Board of Directors.

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

2. MEMBERS.

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

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Unit in the member.
- (B) Approval by the Board of Directors as provided for in the Declaration of Condominium.
- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 Voting Interest. The members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of Units in the Condominium. The one vote of each Unit is not divisible. If a Unit is owned

by one natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any one of the record owners. If two or more owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a Unit is a corporation, partnership, or other entity other than a natural person, the vote of that Unit shall be cast by any officer, director, or partner, as the case may be. If a Unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners occupying the Unit may cast the vote of that Unit.

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

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

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

3. MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year during the first quarter at a place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting, the ballots cast in the annual election of Directors shall be counted and results announced.

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

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery, or may also be furnished by electronic mail if the member has consented to receive Association notices by electronic mail, as further provided in the Condominium Act. The member is responsible for providing the Association with notice of any change of address. The notice of meeting must be mailed, electronically transmitted or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making

such mailing, transmission or delivery shall be retained in the Association records as proof of mailing. If ownership of a Unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver. Notice by means of electronic mail is effective to those Unit owners who consent to receive notice by electronic mail.

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

3.5 Quorum. The percentage of voting interests required to constitute a quorum at a meeting of the members is at least one-third (1/3) of the total voting interests. The voting interest of any member who is suspended pursuant to Section 718.303 of the Condominium Act shall not be counted towards the quorum or for any other purpose at a members' meeting.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all Unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the condominium documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Unit, specify the date, time and place of the meeting for which it is given, and the original or true and correct copy must be delivered to the Secretary by hand delivery, mail, facsimile or electronic transmission by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Notwithstanding the above, the Board of Directors may adopt reasonable rules regarding the attendance at meetings or actions by an owner's attorney-in-fact, including a rule which provides that attendance at meetings of the membership or Board of Directors is limited solely to members.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

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

- (A) Call of the roll or determination of quorum.
- (B) Reading or disposal of minutes of last members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Unfinished Business
- (F) New Business
- (G) Adjournment

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

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

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

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

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Unit owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be not less than three (3) and no more than seven (7), serving staggered terms of two (2) years. An increase or decrease in the number of Directors shall require approval from a majority of the members voting at a meeting. 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, as provided in Section 4.4 below.

4.2 Qualifications. Directors must be members of the Association, or the spouse of a member who resides in the Unit. In the case of a Unit owned by a corporation, any officer is eligible

for election to the Board of Directors. If a Unit is owned by a partnership, any partner is eligible to be a Director. If a Unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners occupying the Unit is eligible to be elected to the Board of Directors.

4.3 Nomination and Elections. On the day of each annual meeting the members shall elect by secret written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) days in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate must notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also include with such notification and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8 1/2 inches by 11 inches, which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required. Directors shall be elected by a plurality of the votes cast. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, if there is still a quorum in office, shall make a good faith effort to select a qualified successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which there is less than a quorum serving, or the entire Board is vacant, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting.

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

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board.

4.7 Other Meetings. Meetings of the Board that are open to members may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Meetings of the Board that are closed to the members as permitted by the Condominium Act may be held in the office of the Association's attorney, which need not be in Collier County, Florida. Notice of meetings shall be given to each Director,

personally, by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the day named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members and notices of all Board meetings (including an agenda) shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any Board meeting at which a non-emergency special assessment shall conform to the requirements set forth in Section 6.6 below. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The rights of owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so. The Board may also adopt reasonable rules regarding attendance at Board meetings by an attorney-in-fact, including a rule restricting attendance only to members. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or a committee to discuss personnel matters or meetings with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be open to members and shall not otherwise be governed by the provisions of Section 4.8 of these Bylaws.

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

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

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes. Action required or permitted by Florida law or the Condominium Documents to be taken at a Board meeting may be taken without a meeting if all Directors sign written consents describing the action taken. Action taken without a meeting is effective when the last written consent is obtained, unless the written consent specifies a different effective date.

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

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

4.14 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

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

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

- (A) The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- (D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

- (E) Any officer, director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) For purposes of this Section only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:
 - 1. a state of emergency declared by local civil or law enforcement authorities;
 - 2. a hurricane warning;
 - 3. a partial or complete evacuation order;
 - 4. federal or state "disaster area" status; or
 - 5. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.
 - 6. An "emergency" also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or another similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

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

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all

standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

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

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

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

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

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

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

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

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

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

6.6 Special Assessments and Specific Assessments. Special Assessments may be imposed by the Board of Directors, as further provided in the Declaration of Condominium. Special assessments are due on the day specified in the resolution of the Board approving such assessments. Written notice of any Board meeting at which a non-emergency special assessment will be considered, must be mailed or electronically transmitted to all Unit owners at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the

discretion of the Board, either be returned to the Unit owners or applied as a credit towards future assessments.

Specific Assessments may be imposed by the Board of Directors in connection with breach of the Condominium Documents by individual Owners and their families, lessees, guests, invitees or agents. The levy and collection of Specific Assessments shall be as further stated in the Declaration of Condominium.

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

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

6.9 Fiscal Year. The fiscal year shall be the calendar year, beginning on the first day of January, unless modified by the Board of Directors in accordance with IRS regulations.

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

8. **COMPLIANCE AND DEFAULT: REMEDIES.** In addition to the remedies provided elsewhere in the condominium documents, the following provisions shall apply:

8.1 Fines/Suspensions. The Board of Directors may levy reasonable fines and suspend use rights (if allowed by law) against Units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for imposing such fines or suspensions shall be as follows:

- (A) The party against whom the Board levies a fine or suspension shall be afforded an opportunity for hearing before a committee of other members after reasonable notice of not less than fourteen (14) days, and the notice shall include:
 - (1) A statement of the date, time and place of the hearing;
 - (2) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and
 - (3) A short and plain statement of the matters asserted by the Association.
- (B) The committee that hears the party's challenge of the fine or suspension is limited to determining whether the fine or suspension imposed by the Board is valid. The committee shall not have discretion to impose fines or suspensions on its own or modify the fine or suspension imposed by the Board. If the committee, by a majority vote or greater, does not agree with the fine or suspension imposed by the Board, it may not be levied or enforced.
- (C) The Unit Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.
- (D) To the extent allowed by law, no hearing will be required for a fine or suspension imposed due to the Owner's failure to pay Assessments or other charges owed to the Association.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute" in Section 718.1255 Florida Statutes, between a Unit owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Units prior to filing suit over the disputed matters. Any matters which are exempted from the arbitration requirements pursuant to Florida law shall likewise not be required to pursue arbitration.

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

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

9.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board of Directors or by written petition to the Board signed by the owners of at least ten percent (10%) of the total voting interests.

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

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

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

10. MISCELLANEOUS.

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

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

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