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DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $945.00

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Grosvenor of Pelican Bay Condominium Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on March 21, 2018, where a quorum was present, after due notice, the resolutions set forth below were approved by the votes indicated for the purpose of amending and restating the Declaration of Condominium of Grosvenor, a Condominium, as originally recorded at O.R. Book 992, Pages 524 *et seq.*, Public Records of Collier County, Florida, and the Articles of Incorporation and Bylaws of Grosvenor of Pelican Bay Condominium Association, Inc., which are attached as Exhibits to the original Declaration of Condominium.

1. The following resolution was approved and adopted by a vote of two-thirds (2/3rds) of the voting interests of the Association present (in person or by proxy) and voting.

RESOLVED: That the Declaration of Condominium of Grosvenor of Pelican Bay, a Condominium, is hereby amended and restated in its entirety, and the amendment is adopted in the form attached hereto and made a part hereof.

2. The following resolution was approved and adopted by a vote of two-thirds (2/3rds) of the voting interests of the Association present (in person or by proxy) and voting.

RESOLVED: That the Articles of Incorporation of Grosvenor of Pelican Bay Condominium Association, Inc. are hereby amended and restated in their entirety, and the amendment is adopted in the form attached hereto and made a part hereof.

3. The following resolution was approved and adopted by a vote of two-thirds (2/3rds) of the voting interests of the Association present (in person or by proxy) and voting.

RESOLVED: That the Bylaws of Grosvenor of Pelican Bay Condominium Association, Inc. are hereby amended and restated in their entirety, and the amendment is adopted in the form attached hereto and made a part hereof.

Date: 3/28/2018

GROSVENOR OF PELICAN BAY CONDOMINIUM ASSOCIATION, INC.

By: _____
Arthur Kirsch, President
6001 Pelican Bay Blvd., #1206
Naples, FL 34108

(1) _____
Witness
Print Name: G F Morin

(2) _____
Witness
Print Name: H C Pepper

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 28 day of March, 2018, by Arthur Kirsch, as President of the aforenamed Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.

(Notary Seal)

CYNTHIA A. FARNHAM
MY COMMISSION #GG104045
EXPIRES: MAY 14, 2021
Bonded through 1st State Insurance

Cynthia A. Farnham
Signature of Notary Public

This instrument prepared by:
Robert E. Murrell, Esq.
The Murrell Law Firm, P.A.
1044 Castello Drive, Suite 106
Naples, FL 34103

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THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR GROSVENOR, A CONDOMINIUM

In the original Declaration of Condominium recorded at Official Records Book 992, at Page 524 of the Public Records of Collier County, Florida on October 26, 1982, and as subsequently amended and restated, which Amended and Restated Declaration of Condominium was recorded in Official Records Book 1508, at Page 618 of the Public Records of Collier County, Florida, on February 27, 1990, the Condominium Developer did submit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, that property situated in Collier County, Florida, more particularly described as follows:

See Exhibit "DC-1" to the original Declaration, which is incorporated herein by reference.

The Condominium Property is further described at Condominium Plat Book 12, at Page 47, Public Records of Collier County, Florida

Said Amended and Restated Declaration was subsequently amended as follows:

Amendment recorded at Official Records Book 1530, Page 1473, Public Records of Collier County, Florida.

Amendment recorded at Official Records Book 1783, Page 84, Public Records of Collier County, Florida.

Amendment recorded at Official Records Book 2707, Page 2177, Public Records of Collier County, Florida.

Said Amended and Restated Declaration was further fully amended and Restated by the Second Amended and Restated Declaration of Condominium which was recorded on August 26, 2005, at Official Records Book 3877, Pages 1392 *et seq.*, Public Records of Collier County, Florida. Said Second Amended Declaration of Condominium, Articles of Incorporation and Bylaws were further amended as follows:

Amendment recorded at Official Records Book 4430, Page 2490 et seq., Public Records of Collier County, Florida.

Amendment recorded at Official Records Book 5345, Page 1814, Public Records of Collier County, Florida.

The submission of the land to the condominium form of ownership by those documents is and will remain effective. By adoption of this Third Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Declaration of Condominium and hereby restate the Declaration of Condominium and its Exhibits in its entirety. By adoption of this Third Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of Chapter 718, Florida Statutes. The Declaration, as it has previously been amended, is hereby further amended in part, and is restated in its entirety as amended. Sections 7.1 through 7.2.5 are not being amended, but are restated herein as Sections 5.1 through 5.2 respectively, with appropriate changes in cross-references.

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1. SUBMISSION STATEMENT. This Amended and Restated Declaration of Condominium is made by Grosvenor of Pelican Bay Condominium Association, Inc., a Florida corporation not for profit (the "Association"). The land subject to this Declaration, and all improvements thereon, have already been submitted to the condominium form of ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions in this Declaration, as it may be amended from time to time, run with the land; and are binding upon and inure to the benefit of all present and future owners of condominium parcels. The ownership of a Unit, the acquisition of any other interest in the Condominium Property, or the lease, occupancy, or use of any portion of a Unit or the Condominium Property, constitute unconditional 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 Grosvenor, a Condominium, and its street address is 6001 Pelican Bay Boulevard, Naples, Florida 34108.

3. DESCRIPTION OF CONDOMINIUM PROPERTY. The land submitted to the condominium form of ownership by the original Declaration (the "Land") is legally described in Exhibit "DC-1" to the original Declaration, which is hereby incorporated by reference.

4. DEFINITIONS: Certain words and phrases are used in this Declaration and its recorded exhibits with the meanings stated below, unless the context clearly requires a different meaning.

4.1 "**Act**" or "**Condominium Act**" means the Condominium Act (Chapter 718 of the Florida Statutes), as it now exists, including the definitions therein contained.

4.2 "**Articles**" means Articles of Incorporation as attached hereto as Exhibit "DC-5."

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

4.4 "**Association**" means Grosvenor of Pelican Bay Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

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

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

4.7 "**Building**" means a "Building" as defined in Section 718.111 (l l)(b) of the Act.

4.8 "**Bylaws**" mean the Bylaws of the Association as attached hereto as Exhibit "DC-6".

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4.9 "Charge" or "Personal Assessment" means any legal or equitable indebtedness of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

4.10 "Condominium Documents" means this Declaration; the Legal Description of the Condominium Property attached as Exhibit "DC-1;" Survey and Plot Plan attached as Exhibits "DC-2," "DC-3," and "DC4;" Articles of Incorporation of Grosvenor of Pelican Bay Condominium Association, Inc. attached as Exhibit "DC-5;" Bylaws attached hereto as Exhibit "DC-6;" Unit Identification and Schedule of Assessments and Undivided Interests of Each Unit attached as Exhibit "DC-7;" and Rules and Regulations of the Association. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

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

4.12 "Condominium Property" means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

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

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

4.15 "Family" or "Single Family" means any one (1) of the following:

(A) One (1) natural person (as used in this Declaration, the term "person" or "natural person" shall mean a real person as opposed to an artificial entity such as a corporation, partnership or trust); or

(B) Two (2) or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage, legal custody or adoption to each of the others; or

(C) Not more than two (2) persons not related by blood, marriage, adoption or legal custody, who reside together as a single housekeeping unit, along with their children, if any.

4.16 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.17 "Guest" means a person who is not the Unit Owner or a lessee of a Unit, and is not a member of the Owner's or lessee's family, who nevertheless is physically present in, or occupies the Unit on a temporary basis, at the invitation of the Owner or tenant, without paying valuable consideration.

4.18 "Insurable Improvements" means the "Building" as defined in Section 4.7 of this Declaration.

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4.19 "**Lease**" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration.

4.20 "**Limited Common Elements**" shall include property which is reserved for the use of a certain Unit to the exclusion of other Units as reflected on the condominium plat or in this Declaration. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area (e.g., air conditioning compressors) shall serve to define the area as a Limited Common Element.

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

4.22 "**Primary Occupant**" means the natural person approved for occupancy when title to a Unit is held in the name of two or more persons, or by a trustee or a corporation or other entity which is not a natural person.

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

4.24 "**Unit**" means and refers to that portion of the Condominium Property which is subject to exclusive ownership.

4.25 "**Unit Owner**" or "**Owner**" means and refers to the record owner of legal title to a Unit, except that for the purpose of interpreting use and occupancy restrictions related to Units, in cases where a Primary Occupant has been designated for a Unit because of its ownership, the word "Unit Owner" or "Owner" refers to the Primary Occupant and not the Unit Owner.

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

4.27 "**Voting Interest**" means and refers to the arrangement established in the condominium documents by which the Owners of each Unit collectively are entitled to one (1) vote in Association matters. There are one hundred one (101) Units, so the total number of voting interests is one hundred one (101) votes.

5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS:

5.1 **Survey and Plot Plans.** Attached to the original Declaration as Exhibits "DC-2,""DC-3," and "DC-4," and incorporated by reference herein, are a Survey of the Land and Plot Plan, 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.

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

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

(1) Upper Boundaries. The horizontal plane of the undecorated finished lower surface of the ceiling of the Unit.

(2) Lower Boundaries. The horizontal plane of the undecorated finished upper surface of the concrete floor of the Unit.

(B) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the undecorated finished interior surfaces of the walls bounding the Unit as shown in Exhibit "DC-4" hereto, extended to their intersections with each other and with the upper and lower boundaries.

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

(D) Apertures. Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the Unit shall include the coverings of such openings, and the frameworks thereof. Therefore the glass, windows, doors, screens and all framings, casings and hardware therefor, are included in the Unit.

(E) Other. Not included in the Units are all pipes, ducts, vents, wires, conduits, and other facilities, equipment or fixtures running through any interior wall, or other portion of a Unit and used for the furnishing of utility services, heating, cooling or ventilation to other Units or the Common Elements.

In cases not specifically covered in this Section 5.2, or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibits "DC-2,""DC-3,"and "DC-4" hereto shall control in determining the boundaries of a Unit. Nothing herein shall be construed as changing the boundary of any Unit from what was provided in the original Declaration.

5.3 Storage Rooms. Storage rooms are shown on the Survey and Plot Plan as part of the Units. The outside of the doors to the storage rooms that open onto the Common Elements are maintained by the Association and the cost is a Common Expense. The inside of the storage room door and the inside of the storage room is to be maintained by the Unit Owner at the Unit Owner's expense.

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE:

6.1 Shares of Ownership. The Condominium contains one hundred one (101) Units. The Owner of each Unit also owns a one-one hundred one (1/101) undivided share in the Common Elements and the common surplus.

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

(A) The undivided ownership share in the Land and other Common Elements and the common surplus, as specifically set forth in Section 6.1 above.

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(B) Membership and voting rights in the Association, which is acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "DC-5" and "DC-6 ", respectively.

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

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

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

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

6.3 Use and Possession. A Unit Owner or Primary Occupant is entitled to exclusive use and possession of the Unit. He is entitled to use the Common Elements in accordance with the purposes for which they are intended, but no use of the Unit or of the Common Elements may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Condominium Property. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Units, Common Elements and Limited Common Elements shall be governed by the condominium documents and by the rules and regulations adopted by the Board of Directors, as provided in the Bylaws.

7. COMMON ELEMENTS; EASEMENTS:

7.1 Definition. The term "Common Elements" means all of the property submitted to condominium ownership that is not within the Unit boundaries set forth in Section 5. above. The Common Elements include without limitation the following:

(A) The Land.

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

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

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

(E) The property and installations required for access for furnishing utilities and other services to more than one (1) Unit or to the Common Elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on

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the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(A) Utility and Other Easements. The Association has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, and to grant easements or relocate any existing easements in any portion of the Common Elements or Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of the transferee to which any such utility-related equipment or installations are to be so transferred.

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

(C) 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.

(D) Maintenance, Repair and Replacement. A non-exclusive easement shall exist in favor of the Association and its employees, agents and hired contractors through the Units and Common Elements for maintenance, repairs and replacements.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and common surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and passes with the title to the Unit, whether or not separately described. As long as the condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

8. LIMITED COMMON ELEMENTS:

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

(A) Parking Spaces. Certain parking spaces that have been designated on the Survey and Plot Plan as Limited Common Elements. Parking spaces have been assigned to the exclusive use of Units. Each Unit shall always have the exclusive use of at least one (1) assigned parking space. The cost of maintenance of all parking spaces shall be a common expense.

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(B) Stairs. Any stairways, stairwells and railings which are attached to and which exclusively serve particular Units are Limited Common Elements for the exclusive use of the Units which they serve.

(C) Air Conditioning, Heating Equipment and Water Heaters. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning, heating or hot water exclusively to that Unit, shall be Limited Common Elements. Maintenance, repairs and replacements, to the extent not covered by maintenance contracts which may be carried by the Association, shall be the sole responsibility and expense of the Unit Owner.

(D) Balconies, Terraces and Patios. Any balcony, terrace or patio attached to and serving a Unit exclusively is a Limited Common Element. No balcony, terrace or patio may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Directors. No carpeting of any kind or description may be installed over concrete floors exposed to the elements.

(E) Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 9.3. 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 and framings therefor.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive right to use a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. If, after all of the Units have been sold, the exclusive use of any assignable Limited Common Element was not, for any reason, assigned to the use of a specific Unit or Units by the Developer, the Association may do so. 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 that the use rights to particular parking places may be exchanged or transferred between Units as follows:

(A) The Unit Owners desiring to exchange such use rights shall submit a written request to the Board of Directors. If the Board approves the exchange, the Owners involved shall then execute a Certificate of Transfer which shall include the recording data identifying this Declaration, and be executed by the Association and the Owners with the formalities required for the execution of a deed.

(B) The exchange or transfer of use rights shall be complete and effective when the Certificate is recorded in the Public Records of Collier County, Florida. The costs of preparing and recording the Certificate shall be borne by the Unit Owners desiring the exchange or transfer.

(C) Limited Common Element storage rooms may be exchanged by agreement of the Unit Owners involved and approval of the Board of Directors.

8.3 Leasing by Association. The Association may lease unassigned parking spaces or storage rooms to Unit Owners or tenants wishing additional space.

9. 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:

9.1 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

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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) The exterior surface of the main entrance doors to the Units.

(B) Electrical wiring up to the circuit breaker panel serving each Unit.

(C) Water pipes, up to the individual shut-off valve serving each Unit.

(D) Cable television lines up to the wall outlets.

(E) Main air conditioning condensation drain lines, up to the point where the individual Unit drain line meets.

(F) Main sewer lines, up to the point where the individual sewer lines serving each Unit connect.

(G) All installations, fixtures and equipment located within one (1) Unit but serving one (1) or more other Units, or located outside the Unit, for the furnishing of utilities to more than one (1) Unit or the Common Elements.

(H) All exterior building walls, including painting, waterproofing, and caulking.

(I) The exterior surface of the storage room doors.

(J) The exterior surface of the air conditioning closet doors.

(K) Any stairways, stairwells, or railings.

(L) Balcony, terrace, or patio railings.

(M) All parking spaces; covered or uncovered.

(N) Fire sprinkler heads and related plumbing for fire suppression system and the fire suppression system equipment or other fire safety equipment.

(O) Repair and/or replacement of drywall when there is water damage (such as window leaks or roof leaks) not caused by a the negligence of others.

(P) Chases housing freon lines for the air conditioning systems.

(Q) Where a Unit has a pressure relief valve, the first water supply shut-off valve.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association resulting from accidental or negligent causes shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practicable to its condition before the damage, and the cost shall be a common expense. However, the Association shall not be responsible for incidental damage: to any alteration or addition made by a Unit Owner or the Unit Owner's predecessor in title; to any item or improvement in the Unit or Limited Common Element that was not part of the standard

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items or improvements provided to purchasers by the developer of the Condominium; to paint, wallpaper, paneling, flooring, balcony screen enclosures, carpet or other items located within a Unit or Limited Common Element which, of necessity, must be cut or removed to gain access to work areas located behind or beneath them; or if the need for the work was caused by the negligence of a Unit Owner, the Unit Owner's Family, Lessees, invitees or Guests.

The Association shall, through the Board of Directors, have the authority to determine, when windows need to be replaced, the style of windows, and same shall not require a vote of the Unit Owners, it being understood that window styles change periodically, as do applicable codes. Glass enclosures or partitions that were not installed as part of the original construction, such as balcony enclosures (if permitted as provided elsewhere in the Condominium Documents) are not the responsibility of the Association, and shall be the responsibility of the affected Owner.

If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e., excluding floor coverings, wall covering, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner.

9.2 Unit Owner Maintenance. Each Unit Owner is responsible, at the Unit Owner's own expense, for all maintenance, repairs, and replacements of the Unit Owner's own Unit and certain Limited Common Elements, if so provided for herein. The Owner's responsibilities include, without limitation:

(A) Maintenance, repair and replacement of the Unit's windows and window glass, and related frameworks, hardware and locks, as well as maintenance, repair and replacement of the Unit's appurtenant balcony, terrace, and patio screens, windows and window glass, window screens, screen doors and related frameworks, hardware and locks, including trim and caulking.

(B) The main entrance door to the Unit and its interior surfaces and related entrance door frameworks, hardware and locks.

(C) All other doors, including sliding glass doors, within or affording access to the Unit or balcony, terrace or patio and related door frameworks, hardware and locks, including trim and caulking. Sliding glass doors shall be lubricated with a silicon lubricant on a monthly basis.

(D) The electrical, mechanical and plumbing lines, pipes, fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or located outside the Unit but serving only the Unit. All incoming plumbing from the shutoff valve (at hot water) inward is a specific Unit Owner responsibility. Outbound plumbing is the responsibility of the Owner until the point of connection to a vertical disposal, even if outside the Unit boundary. All said areas, if located outside of the boundaries of the Unit, are declared Limited Common Elements.

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

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

(G) All air conditioning and heating equipment, thermostats, ducts, drain lines (to the point of

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termination or connection to another discharge or drain line, even if exterior to the Unit) and installations serving the Unit exclusively whether located within or outside the Unit, except as otherwise provided in Section 9.4 below.

(H) Carpeting and other floor coverings (including balcony areas).

(I) Shower pans serving the Unit.

(J) The main water supply shut-off valve serving the Unit, or where the Unit has a pressure relief valve, the water supply shut-off valve on the Unit side of the pressure relief valve.

(K) Other facilities or fixtures which are located or contained partially or entirely within the Unit or located outside the Unit but serve only the Unit.

(L) All interior, partition walls which do not form part of the boundary of the Unit, the finishes thereof and the structural framing related thereto (assuming non-load bearing).

(M) The storage room and its interior surfaces.

(N) Dryer vents to the point of termination (even if exterior to the Unit).

Notwithstanding the foregoing, the Association may, solely at its option, maintain, repair and replace windows, window glass, screens, sliding glass doors, all doors affording access to Units, and all related hardware and frameworks, as a Common Expense as part of a general plan of maintenance, repair and replacement for all Units. This optional authority shall not alleviate a Unit Owner's obligation to perform the Unit Owner's obligations pursuant to this Declaration.

9.3 Other Unit Owner Responsibilities:

(A) Balconies, Terraces and Patios. Balconies, terraces and patios are designated as Limited Common Elements. The Unit Owner who has the right to the exclusive use of said balcony, terrace or patio shall be responsible for the day to day maintenance, care and preservation of balcony, terrace or patio floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building); the screens and frames; storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof, the wiring, electrical outlet(s) and fixture(s) on or servicing the balcony, ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of balcony, terrace and patio slabs, and exterior portions and also the Building walls enclosed by the balconies, terraces and patios, provided that painting and regular maintenance (nonstructural) of Building walls enclosed by balconies, terraces and patios shall be done by the Unit Owners, subject to the uniformity of appearance (e.g., color) and other criteria set forth in these Condominium Documents, or as determined by the Board. However, the Association may, if it elects, paint balcony walls and ceilings in connection with the painting of the Building as either a common expense, or on a voluntary participation basis, as determined by the Board of Directors. Unit Owners may not puncture (by nails, hooks, screws or otherwise) balcony, terrace or patio floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors.

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

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(C) Flooring. All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, except as provided below. An Owner of a Unit above the ground floor who desires to install in place of carpeting, or other existing flooring anywhere within the Unit, with any new hard-surface floor covering (e.g. marble, slate, ceramic tile, wood) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units. Prior to such installation the Unit Owner must obtain written approval of the Board of Directors. If the installation is made without prior written approval; or the Unit Owner does not allow the Board to inspect the installation as it is being made; or if after the approved installation is made, noise of an unreasonable amount of annoyance or nuisance emanates from the Unit, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. The minimum sound proofing material that will be approved shall be of such kind and quality to achieve STC and IIC ratings of at least 47 in bathrooms and 52 in all other areas and as the Board may further specify. Where tile has been approved elsewhere in the Unit (other than the entry way, the bathrooms or the kitchen) the tile must be covered with runners in order that normal traffic aisles are carpeted.

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

(E) Air Conditioning Maintenance, Water Heaters, Dishwashers, Washing Machine Hoses, Water Turn-Off.

(1) Air Conditioning Maintenance. A Unit Owner is responsible for contracting for ongoing air conditioning maintenance service which includes periodic inspection of the systems on at least an annual basis, addition of products to prohibit algae, mold or mildew growth to help keep the lines clear, and periodic cleaning of the lines. If a Unit Owner fails to contract for such maintenance service (if the Association does not already do so) and water leaks from the Unit Owner's air conditioning system, the owner will be strictly liable for all damage caused to the Unit, the Common Elements, Association Property, other Units or any other property which is damaged by such leak.

(2) Water Heaters. A Unit Owner must replace Unit water heaters after they have been in service for ten (10) years or prior to the expiration of any documented manufacturer's warranty, whichever is greater in time, and with prior written approval of the Association as to the Contractor's work to ensure compliance. If a Unit Owner fails to replace the Unit Owner's water heaters after ten (10) years of service and if a leak occurs in a water heater or related pipes, the Unit Owner will be strictly liable for all damages caused to the Unit, the Common Elements, Association Property, other Units or any other property which is damaged by such leak. A Unit Owner, within forty-five (45) days of the Association's request, shall advise the Association in writing of the age of the water heater(s)/ tanks(s) in the Unit and provide proof of the warranty period. if any.

(3) Dishwashers. A Unit Owner must replace Unit dishwashers after the dishwashers have been in service for fourteen (14) years. If a Unit Owner fails to replace the Unit Owner's dishwasher after fourteen (14) years of service and if a leak occurs in a dishwasher or related pipes, the Unit Owner will be strictly liable for all damages caused to the Unit, the

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Common Elements, Association Property, other Units or any other property which is damaged by such leak.

(4) Washing Machine Hoses. All washing machine hoses shall be in accordance with the highest current standards for plumbing connections and washing machine hoses, currently steel braided or steel lined, and if not steel braided or steel lined, must be replaced with steel braided or steel lined hoses. All washing machine hoses must be replaced every five (5) years or prior to the expiration of any documented manufacturer's warranty, whichever is greater. If a Unit Owner fails to have steel braided or steel lined hoses on the Unit Owner's washing machine or if the Unit Owner fails to replace the washing machine hoses in accordance with this provision, and if a leak occurs in the Unit Owner's washing machine hose, the Unit Owner will be strictly liable for all damage caused to the Unit, the Common Elements, Association Property, other Units or any other property which is damaged by such leak.

(5) Refrigerator Water Supply Lines. All refrigerator water supply lines must be steel lined and if not steel lined, must be replaced with steel lined hoses if the hoses are more than ten (10) years old. If a Unit Owner fails to have either steel braided or steel lined hoses on the Unit's refrigerator water supply lines which are older than ten (10) years, and a leak occurs in the refrigerator's water supply line, the Unit Owner will be strictly liable for all damage caused to the Unit, the Common Elements, Association Property, other Units or any other property which is damaged by such leak.

(6) Main Water Supply Shutoff Valve and Water Turn-Off. Each Unit Owner is responsible at the Unit Owner's sole cost and expense for replacing all water supply shutoff valves that are located on the Unit side of the pressure relief valve. If the Unit has no pressure relief valve, then the Unit Owner is responsible at the Unit Owner's sole cost and expense for replacing the water supply shutoff valve for the Unit. All replacement water shut off valves shall be in accordance with the highest current standards for plumbing connections, currently brass, ball-valve shut offs, and with prior written approval of the Association as to the Contractor's work to ensure compliance. The Board shall have the right to modify these standards by rule. A Unit Owner is responsible for the water to Unit Owner's Unit being turned off if the Unit will be unoccupied for forty-eight (48) hours or more. If the water is not turned off in such instances and a leak occurs, the Unit Owner will be strictly liable for all damages caused to the Unit, the Common Elements, Association Property, other Units or any other property which is damaged by such leak.

(7) Additional Designations. The Association, through its Board of Directors, shall have the authority to designate additional items and Fixtures that must be repaired, maintained and/or replaced within specific time periods or based upon useful life or new technology; provided, however that such items and Fixtures pose a material risk of damage to, or impairment of reasonable use or enjoyment of all or a portion of the Condominium Property as reasonably determined by the Board of Directors.

(F) Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to the Unit Owner's Unit or the Common Elements, the Unit Owner, and the Unit Owner's successors in title, shall be financially responsible for:

(1) Insurance, maintenance, repair and replacement of the modifications, installations or additions;

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(2) The costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions; and

(3) The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible.

(4) Damage to the modifications, installations or additions caused by work being done by the Association. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the common expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors.

(G) Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that the Unit Owner's contractor is properly licensed and fully insured, and that the Unit Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

(H) Additional Unit Owner Obligations. In connection with the Unit Owner's maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property that is visible from any exterior vantage; excavation; access to Building roofs; removal, modification or relocation of any interior partitions, walls, whether load-bearing or not or the relocation of cabinets or appliances; relocation of utility plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the Condominium Property as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

(1) Preservation of uniformity of appearance.

(2) Use of licensed and insured contractors.

(3) Right (but not duty) of oversight by the Association or its agent.

(4) The Unit Owner submitting plans as to the scope of the contemplated repair.

(5) Restrictions as to hours of work.

(6) Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.

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(7) Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.

(8) Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

(I) Restricted Time Periods for Construction. Unit Owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors, and then, only during the months of May through October, inclusive. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, and shall include but not be limited to activities involving the following:

(1) Activities involving the use of power equipment such as jackhammers, drills, saws, and the like which create substantial noise as determined by the Board.

(2) Activities resulting in the creation of substantial noise that can be heard outside of the Unit, regardless of whether power equipment is used or not, as determined by the Board.

(3) Activities rendering the Unit uninhabitable during the performance of the work.

(4) Activities requiring the storage of materials or equipment on the premises outside of the Unit.

(5) Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.

(6) Activities requiring the use of scaffolding, booms, or other forms of exterior access.

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

Nothing shall preclude the Association from acting as the Owner's agent and obtaining the services of Contractors to perform Unit Owner maintenance responsibilities, provided that the Association and the Owner so agree, or when necessary (as determined by the Board) to facilitate projects involving the Association's maintenance of the Condominium Property, and provided that the Owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit, that all Contractors and other persons performing services for the Unit or Owner are properly licensed and insured, including required Worker's Compensation insurance. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

9.4 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for kitchen appliances, or water heaters within Units, and/or air-conditioning compressors and/or air handlers serving individual Units, which the Association determines is to the benefit of the Owners to consider, then upon agreement by a majority of the voting interests present, in person or

by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the total voting interests in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

9.5 **Alteration of Units, Common Elements or Association Property by Unit Owners.** No material alterations or substantial additions to a Unit, Limited Common Elements, the Common Elements or Association Property, change in any manner to the exterior appearance of any portion of the condominium, or any structural changes within the Unit's interior, shall be made 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. "Structural" alterations include, but are not limited to: installation of new or relocation of existing electrical, plumbing, air conditioning or heating installations; installation of new or relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (whether load bearing or not), door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" shall also include the addition, removal, or relocation of any plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition (including but not limited to "wing walls") whether load-bearing or not. Replacement of appliances, fixtures, etc., with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association.

Further, "structural" work shall include any and all work that requires a Building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency, whether or not mentioned above. The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in the Grosvenor, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. With the exception of modifications to the screen enclosures or hurricane shutters, if the Board determines to permit any alteration or addition which is visible from the exterior of the premises, from any vantage, said addition or improvement must also be approved by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at an annual or special meeting called for the purpose, regardless of the cost or expense of such addition or alteration. Notwithstanding the foregoing, there shall be no enclosing of balconies, terraces and patios by Unit Owners without the prior written approval of the Board of Directors. If any Unit Owner requests approval of any structural alteration or modification, the Association may permit such removal or modifications if same would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein, the structural integrity of the Building or create a nuisance or disturbance to neighboring Units.

Whenever title to a condominium parcel is transferred for any reason, the new Owner becomes jointly and severally liable with the previous Owner for correcting any unapproved material alterations or substantial additions to a Unit, the Common Elements or Association Property or for a change in any manner to the exterior appearance of any portion of the condominium. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board of Directors. No Owner may alter the landscaping of the Common Elements or Association Property in any way without prior Board approval. The Association shall have the ability to impose reasonable Rules and Regulations on construction within Units, including: permissible time periods in a calendar year in which the Unit Owner may perform certain construction projects (for example,

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structural changes or installation removal of tile or wood flooring); and a requirement that the Unit Owner or the contractor(s) supply a compliance bond. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the condominium.

9.6 **Approval By the Board of Alterations or Construction**. In all cases in which the Board must approve construction in or alterations to a Unit or the Common Elements requested by a Unit Owner, the Unit Owner shall provide the Board with not less than thirty (30) days written notice of the Unit Owner's intention, together with plans and specifications indicating the proposed construction. The Board shall indicate its approval or disapproval of the proposed construction in writing within thirty (30) days of receipt of the notice and all required plans. The Board reserves the right to consult with a licensed Florida architect or professional engineer and to pass such costs on to the Unit Owner and to require that any plans and specifications be prepared by a licensed Florida architect or engineer. The Board may extend the time in which it must render its decision by an additional thirty (30) days in the event it determines a licensed Florida architect's or professional engineer's review is necessary.

9.7 **Alterations and Additions to Common Elements and Association Property**. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real property owned by the Association costing more than $30,000 in the aggregate in any calendar year without prior approval of at least two-thirds (2/3rds)of the voting interests who are present and voting, in person or by proxy, at an annual or special meeting called for the purpose. Therefore, up to $30,000 in the aggregate worth of material alterations or substantial additions may be made in any calendar year by the Association with Board approval. The above membership approval is not required where the Board seeks to use reserve funds for regularly scheduled reserve expenditures as determined by the budget adopted by the Board from time to time. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

9.8 **Enforcement of Owner's Maintenance Responsibilities**. The Owner of a Unit has a legal duty to maintain, repair and replace, at the Unit Owner's own expense, the Unit Owner's Unit and the Limited Common Elements serving the Unit Owner's Unit, except for those Limited Common Elements required to be maintained by the Association, as provided in this Section 9. Each Unit Owner also has a duty to maintain the Unit Owner's Unit, any Limited Common Element whose exclusive use is appurtenant to the Unit, and the personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements, or the personal property of other Owners or occupants. If any condition, defect or malfunction, resulting from the Unit Owner's failure to perform these duties, including the duty to perform inspections, as required by Section 9.11 of this Declaration, causes damage to other Units, the Common Elements, Association Property or property within other Units, the Unit Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance, as well as reasonable attorneys fees and other expenses of collection, if any. The cost of all repairs which resulted from the Unit Owner's negligent failure to perform these duties shall be reimbursed to the party performing the repair within sixty (60) days of the date the damage occurred or was discovered. The Owner of each Unit is also liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by the Unit Owner's negligent act or failure to act or by that of any member of the Unit Owner's family or the Unit Owner's guests, employees, agents, or tenants. If, after reasonable notice, any Unit Owner fails to maintain the Unit or its appurtenant Limited Common Elements as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy the

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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 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, together with reasonable attorney's fees, the cost of management time, 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. By way of example, and not by. way of limitation, in the event a Unit Owner fails to have the Unit's hot water heater(s)/tank(s) replaced as provided in this Declaration and such hot water heater(s)/tank(s) leak, such Unit Owner shall be presumed negligent and liable for any damage as a result of such leak

9.9 Association's Access to Units; Damage Caused by Condition in Unit. The Association has the irrevocable right of access to the Units during reasonable hours, for the maintenance, repair, or replacement of the Common Elements, as well as any portion of the Unit to be maintained by the Association pursuant to the Declaration. The Association also has the right to enter Units to prevent, mitigate or repair damage to the Common Elements or to other Units. If any condition, defect or malfunction is discovered to be causing or threatening to cause such damage, and one (1) or more Units involved (or potentially involved) is not occupied, the Association may enter the unoccupied Unit with or without prior notice to or consent of the tenant or the Owner, and take reasonable action sufficient to correct the problem, mitigate damage or prevent its further spread. The costs of such action shall be chargeable to the Owner of the Unit entered, unless the work done ordinarily was the responsibility of the Association. The Association may, but is not obligated to, repair the damage to property inside the Unit, with the prior consent of the Unit Owner. The Association's right of access also includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms, as well as the right, but not the duty, to enter under circumstances where the health or safety of resident 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 shall retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. All Unit keys must match the Association's master key system. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to the Owner's Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to the Owner's Unit caused by the unavailability of a key. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Unit Owner being adequately insured based on local standards and conditions. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability on the Association or Unit Owners, but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew.

9.10 High Risk Components- Inspection, Maintenance, Repair & Replacement.

(A) Board Designation of High-Risk Components. The Board may, from time to time, after notice to the Unit Owners and an opportunity for Unit Owner comment, determine that certain portions of the

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Owners' Units (the "Units") required to be maintained by the Unit Owners, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired, or replaced. By way of example but not limitation, these portions, objects, or appliances might include smoke detectors, dryer vents, water valves and water heaters. Those items determined by the Board to pose such a particular risk are referred to as "High-Risk Components."

(B) Requirements for Care of High-Risk Components. At the same time that it designates a High-Risk Component, or at a later time, the Board may require one or more of the following with regard to the High-Risk Component:

(1) That it be inspected at specified intervals by a representative of the Association or by an inspector or inspectors designated by the Board.

(2) That it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.

(3) That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board.

(4) That when it is repaired or replaced, the installation includes additional components of installations specified by the Board.

(5) That it be replaced or repaired by contractors having particular licenses, training, or professional certification or by contractors approved by the Board.

(6) If the replacement or repair is completed by a Unit Owner, that it be inspected by a person designated by the Board.

(C) Unit Owner Responsibility for High-Risk Components. The imposition of requirements by the Board under Subsection 9.10 (B), above shall not relieve a Unit Owner of the Unit Owner's obligations regarding High-Risk Components, including but not limited to the obligation to perform and pay for maintenance, repairs and replacement.

(D) Board Authority to Enforce Unit Owner Obligations. If any Unit Owner fails to maintain, repair, or replace a High-Risk Component in accordance with the requirements established by the Board hereunder, the Association may, in addition to any other rights and powers granted to it under the governing documents and state law:

(1) Fine the Unit Owner or the occupant of the Unit, or both;

(2) Enter the Unit for the purpose of inspecting, repairing, maintaining, or replacing the High-Risk Component, as the case may be, and charge the cost to the Unit Owner as a common expense attributable to the Unit; and

(3) Bring an action against the Unit Owner for specific performance of the Unit Owner's obligations hereunder.

9.11 Inspections of Units; Homewatch. Should a Unit be unoccupied for a period of fourteen (14) consecutive days or more, the Unit Owner shall notify the Association of such vacancy and shall retain a

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homewatch service to check on the Unit no less than once every two (2) weeks. The Unit Owner shall provide the Association with the contact name and phone number of their homewatch service. All service providers or other homewatch individuals must register their presence and purpose at the front desk to provide a record of homewatch performance. Should a Unit Owner fail to retain a homewatch service, the Association may, but is not obligated to, retain a homewatch service for the duration of the Unit Owner's absence. The Unit Owner shall indemnify, release and hold harmless the Association for any entry to the Unit allowed under this section by virtue of the Unit Owner's failure to comply with homewatch requirements. The Association may charge the Unit Owner the cost of the homewatch service upon a three (3) day notice to the Unit Owner. The Association, through its Board, shall have the right to adopt further rules and requirements regarding homewatch services that are reasonably necessary, in the sole discretion of the Board, to protect the Condominium Common Elements or other Units.

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

9.13 Balcony, Terrace and Patio Enclosures. Notwithstanding any provision hereinabove set forth to the contrary, the Board of Directors may adopt a basic approved plan for screening and/or enclosing balconies, terraces and patios. Owners of Units may screen or enclose the balconies, terraces and patios serving their Units in accordance with said approved basic plan without specific consent from the Board of Directors, provided that such screening or enclosure conforms in all respects to the approved basic plans therefor.

9.14 Hurricane Protection. Notwithstanding any provision to the contrary above, the Board of Directors shall adopt as required by law a model, style and color of hurricane shutter as a standard for use in the Condominium. No hurricane or storm shutters except the standard model, color and style adopted by the Board of Directors shall be installed upon the Condominium. Storm shutters which are affixed at the perimeter of the balcony shall be of the roll-down type. No storm shutter except of the standard model, color and style adopted by the Board of Directors shall be used in or upon the Condominium. Storm shutters shall be beige in color. The roll-down shutters shall be of a design approved by the Board. The design and structural integrity of the storm shutters is the responsibility of the supplier, and that responsibility is to the Unit Owner purchasing the shutters, not to the Association or its Board of Directors. Owners may petition the Board of Directors for approval of an alternative type if the installation of the standard type is not feasible. The Board of Directors may also adopt as required by law the models, styles and colors of impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection as alternative standards for use in the Condominium and if adopted, only such models, styles and colors shall be installed upon the Condominium.

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

10.1 Units. Except as otherwise provided herein, each Unit shall be occupied by only one (1) family at any time, as a residence and for no other purpose. No persons shall be permitted to own legal or beneficial title to more than two (2) Units in the Condominium. No business or commercial activity shall be conducted in or from any Unit, including, but not limited to storing or processing inventory, visitation of the home by

clients, customers, suppliers or other business invitees or door to door solicitation of residents. An Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: 1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; 2) the business activity conforms to all zoning requirements for the properties and all applicable county ordinances; 3) the business activity does not involve persons coming onto the properties who do not reside in the properties or door-to-door solicitation of residents of the properties; and 4) the business activity is consistent with the residential character of the properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the Board.

The use of a Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping the Unit Owner's personal, business or professional records in the Unit Owner's Unit, or from handling the Unit Owner's personal, business or professional telephone calls, e-mail, web services or written correspondence in and from the Unit Owner's Unit. Such uses are expressly declared customarily incident to residential use. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may occupy a Unit as a Unit Owner, tenant, or Family member thereof (i.e., occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Section 11. and Section 14. hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by guests are governed by Section 11. of this Declaration of Condominium.

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

10.3 Pets. The keeping of pets of any kind or description within the Condominium is prohibited.

10.4 Nuisances. No Unit Owner shall use the Unit Owner's Unit or the Common Elements or permit the Unit Owner's Unit or the Common Elements to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit and the Common Elements shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No Owner, tenant or guest may disturb any other person on the property with the use of profane, obscene, threatening or abusive comments or conduct.

10.5 Signs. No person may post or display "For Sale", "For Rent", "Open House" or other signs or banners anywhere within the Condominium Property, including those posted in windows of buildings or motor vehicles. The Association, by rule, may permit the use of an Open House sign. Open House signs may be placed at the street entrance to Pelican Bay Boulevard, in a location determined by the Board. The Association, by rule, may also permit the use of a Parking Space for Rent sign.

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

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10.7 Vehicles and Parking. No motor vehicle shall be parked anywhere on any part of the Condominium Property other than paved areas intended for use as parking spaces. No vehicle shall be parked in such a manner as to impede or prevent access to any other Unit Owner's parking space. Parking spaces shall be used by the Unit Owners or tenants, their guests and invitees and shall primarily be used to park only conventional private passenger automobiles and conventional passenger vans only.

(A) Parking. Parking on the properties shall be restricted to private automobiles and passenger-type vans. Vehicles shall be parked only in the garages or in the designated spaces or areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations adopted by the Board of Directors. No Owner shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the properties. With the permission of the Association, bikes may be stored in parking places.

(B) Vehicular Restrictions. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, motor homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, motorcycles, mopeds, horse trailers, golf carts, boats and other watercraft, and boat trailers shall not be parked on the Condominium Property No Owner shall keep any vehicle on the General Common Area or Exclusive Common Area except for those areas designated by the Board for parking. For purposes of this section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Condominium Property. Notwithstanding the foregoing, construction vehicles and service and delivery vehicles may be parked within the properties for such period of time as is reasonably necessary for construction purposes or to provide service or to make a delivery to a Unit or the General Common Area or Exclusive Common Area. The Association may operate a golf cart on the Condominium Property. However, no mopeds or golf carts may be operated on the Condominium Property by Unit Owners or their guests or invitees.

(C) Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations promulgated by the Board may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean boats, campers, mobile homes, motor homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

10.8 Seasonal Holiday Decorations. Lights or decorations may be erected at the exterior of the Units on the atrium side, or on the interior of the Units, where they may be seen from the outside of the Unit, in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations that are not permanent fixtures of the Unit as part of the original construction shall be removed within fourteen (14) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15th of any year. Other holiday decorations or lights may not be displayed more than two (2) weeks in advance of the holiday. The Association shall have the right, upon seven (7) days prior written notice to enter any Unit and remove lights and decorations

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displayed in violation of this provision. The Association and the persons removing such lights and decorations shall not be liable to the Owner for trespass, conversion or damages of any kind except intentional misdeeds and gross negligence.

10.9 Electrical Vehicle Charging. With the exception of trickle chargers, charging of electrical vehicles on Condominium Property is prohibited unless prior written approval of the Board is obtained. All approvals will be on a first come, first served basis. As a condition of approval the Owners must agree to purchase and install a separate electric meter for charging the vehicle at a common element socket, agree to pay any cost required to upgrade the electric facilities and lines if necessary, and agree to pay all properly metered electric costs associated with charging the Owner's vehicle. Further, as a condition of approval, the Owner must agree that if, in the opinion of the Board, it is determined that the Association has need of the electrical circuit then the Owner will cease using the electrical circuit.

10.10 Drones. The operation, flying or use of a drone, as a drone is defined in Section 934.50 (2)(a), Fla. Stat., as may be amended from time to time, on, over or through the Condominium Property is prohibited without the operator or owner of such drone having first obtained the express, written approval of the Board of Directors. If such approval is granted, the use of the drone shall be operated in accordance with the provisions of Section 934.50, Fla. Stat., as may be amended from time to time, and the operator may not use a drone equipped with an imaging device to record an image of privately owned real property or of the Owner, tenant, occupant, invitee, guest or licensee of such property with the intent to conduct surveillance on the individual or property captured in the image in violation of such person's reasonable expectation of privacy without the Unit Owner's written consent.

The operator or user of such drone must comply with all applicable federal aviation requirements and rules and regulations established by the Federal Aviation Administration or any other governmental authority. The Board of Directors may revoke or rescind any approval of the use of a drone on Condominium Property previously given, if, in the sole discretion of the Board of Directors, it appears that such use has had unanticipated, adverse effects on the condominium. The owner and operator of a drone used on, over or through the Condominium Property, shall hold the Association, its officers, and directors harmless from any liability, loss or damage arising from the use of such drone on, over or through the Condominium Property. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by the Unit Owner's intentional or negligent actions or by that of any member of the Unit Owner's family or guests, employees, agents, or lessees in the use of drones on, over or through the Condominium Property.

10.11 Laws and Ordinances. Every Owner and occupant of every Unit, their guests and invitees shall comply with all laws, statutes, ordinances and rules of federal, state and county governments applicable to the properties and any violation thereof may be considered a violation of this Declaration; provided the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

10.12 Remotely Controlled Vehicles or Water Craft. The operation, control or use of a remotely controlled vehicle or water craft on the Condominium Property is strictly prohibited. The owner and operator of a remotely controlled vehicle or water craft used on, over or through the Condominium Property, in violation of this provision, shall hold the Association, its officers, and directors harmless from any liability, loss or damage arising from the use of such remotely controlled vehicle or water craft on, over or through the Condominium Property. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by the Unit Owner's intentional or negligent actions in using such remotely controlled vehicle or water craft or by that of any member of the Unit Owner's family or the Unit Owner's guests, employees, agents, or lessees in the use of remotely controlled vehicle or water craft on, over or through the Condominium Property.

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10.13 **Smoking**. The Condominium is a smoke-free facility, with the exception that Unit Owners may smoke in their Units. Smoking of any tobacco or other product, whether by cigarette, cigar, pipe, vaping or other method, is prohibited in: the Common Elements and Association Property (including, but not limited to stairwells, halls, board walk, pool, and restrooms) and all Limited Common Elements (including, but not limited to balconies and common element storage areas).

10.14 **Additional Restrictions**. Additional restrictions may be contained in the Rules and Regulations, which may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be, recorded in the Public Records. Additional use restrictions are also contained elsewhere in the Condominium Documents.

11. GUEST OCCUPANCY: A "Guest" is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or tenant, (or their respective families) for the purpose of visiting the Unit Owner or tenant (or their respective families), occupying the Unit for less than thirty (30) days during any calendar year, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. Any person occupying a Unit for more than thirty (30) days in a calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and may be considered a resident or tenant, as and if deemed appropriate by the Board. There are various types of Guest uses, which are regulated as follows:

11.1 **Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence**. When a Unit Owner or tenant is in residence, there is no restriction against this type of Guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association, but may be subject to access control protocols or procedures used generally, if any. Non-overnight guests shall be entitled to use the Common Elements only when accompanied by the Unit Owner or tenant (or an adult, resident member of the Unit Owner's or tenant's Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight guest usage of the Common Elements, including but not limited to the maximum numbers of guests who may use the facilities located on the Common Elements.

11.2 **Overnight Guests When the Unit Owner or Tenant is in Residence.** Unit Owners and tenants (and their respective Families) may have related or unrelated overnight guests, so long as the Unit Owner or tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Association when the Unit Owner or tenant is simultaneously occupying the Unit. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses.

11.3 **Non-Overnight Guests in the Absence of the Unit Owner or Tenant**. Unit Owners and tenants are not permitted to have non-overnight guests when the Unit Owner or tenant is absent from the Unit. Unit Owners and tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use the Condominium facilities, Common Elements, and recreational facilities (including but not limited to the pool and parking areas).

11.4 **Overnight Guests in the Absence of the Unit Owner or Tenant**. Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence. Unit Owners

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are permitted to have overnight guests in the absence of the Unit Owner subject to the following conditions, and such other Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

(A) Any one person related to the Owner within the first degree by blood, adoption or marriage, and that person's spouse and members of that person's family, are permitted to occupy the Unit in the absence of the Owner for a period not to exceed thirty (30) consecutive days. The number of such guest occupancy periods in any Unit shall be limited to four (4) in any calendar year, with a maximum aggregate total of sixty (60) days.

(B) Guests not included within 11.4(A) above are permitted for only one (l) family occupancy, and then only with the proviso that the family consist of no more than four (4) persons. Such guests may stay not longer than fifteen (15) days, and the number of occasions for such visits shall be limited to one (1) in any calendar year.

(C) A Unit Owner intending to allow guest occupancy in the Unit Owner's absence must give the Association at least three (3) days notice in advance, stating the names of the guests and their expected arrival and departure dates.

11.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Section. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Section 14. are not being violated.

11.6 Exceptions. Upon prior written application by the Unit Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one (1) exception shall not be construed as a precedent for later exceptions.

12. ASSOCIATION: The operation of the Condominium is by Grosvenor of Pelican Bay Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

12.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "DC-5".

12.2 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as Exhibit "DC-6", as they may be amended from time to time.

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

12.4 Membership. The members of the Association are the record owners of legal title to the Units, as further provided in the Bylaws.

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

12.6 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 fees for the use of Common Elements or Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

12.7 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times required by law. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

12.8 Purchase of Units. The Association has the power to purchase one (1) or more Units in the condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

12.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided in Section 12.8 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after the same approval of Unit Owners as needed to amend the Declaration.

12.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Sections 12.8 and 12.9 above. However, the power to lease Association Property and Common Elements shall be exercised solely by the Board of Directors.

12.11 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners, based upon information supplied by the Unit Owners. A copy of the roster shall be made available to any member upon request as provided by law.

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

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Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

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

(B) The Association is not empowered, and has not been created, to act as an entity 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; and

(C) Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason. Each Unit Owner (by virtue of the Unit Owner's acceptance of title to the Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, officers, committee members, employees, agents, contractors (including management companies or managers), subcontractors, successors, and assigns.

In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Elements and Association Property and their facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Elements and Association Property and their improvements and facilities shall use, enjoy, and visit the same at their own risk and peril.

12.13 Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew. Mold occurs naturally in almost all indoor environments. Mold spores may also enter a condominium through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

(A) What the Unit Owner Can Do. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the

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recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others, but they are not meant to be all inclusive.

(1) Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.

(2) Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

(3) Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

(4) Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.

(5) Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional.

(6) Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.

(7) Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.

(8) Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

(9) Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

(10) Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

(11) Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

(12) Regularly maintain the Unit. For example, regularly caulk the windows, faucets, drains, tub and showers.

(B) The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages,

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personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. EACH UNIT OWNER (BY VIRTUE OF THE UNIT OWNER'S ACCEPTANCE OF TITLE TO THE UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY, ARISING OUT OF, RELATING TO, OR IN WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

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

13.1 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. The cost of water and sewer service to the Units is a common expense. If the Board of Directors contracts for pest control within Units or communication services as defined in Chapter 202, Florida Statutes (such as basic cable television programming services, telephone information and/or internet services) in bulk for the entire condominium, the cost of such services shall be a common expense.

13.2 Share of Common Expenses. The Owner of each Unit shall be liable for a share of the common expenses equal to the Unit Owner's share of ownership of the Common Elements and the common surplus, as set forth in Section 6.1 above.

13.3 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 the Unit Owner's Unit. No Unit Owner can withdraw or receive distribution of the Unit Owner's share of the common surplus, except as otherwise provided herein or by law.

13.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 20. below as to certain first mortgagees, and except as otherwise specifically provided by the Condominium Act as amended from time to time, whenever title to a condominium parcel is transferred for any reason, the new Owner becomes jointly and severally liable with the previous Owner for all assessments, interest, administrative fees, late fees, charges, costs and

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attorney's fees 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. When a Unit Owner conveys a Unit to a trust, partnership, corporation or other entity, the Association may condition its approval upon the transferors agreeing to remain liable to the Association for any Assessments, charges or other obligations owing to the Association as of the date of the approval, and for so long as the transferee trust, partnership, corporation or other entity may remain the title holder of the Condominium Unit.

13.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of the Unit Owner's share of the common expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 20. below as to certain first mortgagees.

13.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorneys' fees, and finally to delinquent assessments. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment. No payment by check is deemed received until the check has cleared. However, when the check clears, the payment shall be credited as of the date the Association received the check.

13.7 Acceleration. If any special assessment or installment of a regular assessment as to a Unit is unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

13.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest, administrative fees, late fees, charges, costs and attorneys' fees 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 the Condominium Act as amended from time to time, the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the condominium parcel, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure, as well as interest, administrative fees, late fees, charges, and all reasonable costs and attorneys' 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.

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13.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Condominium Act, as amended from time to time. The above subordination shall in no way extinguish the liability of an institutional first mortgagee for any monetary obligations owed to the Association. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

13.10 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.

13.11 Removal of Property. After the Association successfully performs a foreclosure on the Unit, if the Unit Owner does not remove personal property from the foreclosed premises, such property will be deemed forfeited to the Association and the Association may authorize removal and may sell or donate such forfeited property after ten (10) days written notice by certified mail addressed to the Unit Owner at the last known address or at such address on record as provided to the Association by the Unit Owner. Such remedy shall be in addition to all other remedies available to the Association under applicable laws, Rules and Regulations including the right to compel removal of the property and right to impose any and all fines.

13.12 Certificate as to Assessments. Within fifteen (15) days after request by a Unit Owner or the Unit Owner's designee or a mortgagee or its designee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the condominium parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. Notwithstanding any limitation on transfer fees contained in Sec. 718.112(2)(i) of the Condominium Act, the Association or its authorized agent may charge a reasonable fee for the preparation of the certificate. The amount of the fee must be included on the certificate. The authority to charge a fee for the certificate shall be established by a written resolution adopted by the Board or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. If the certificate is requested in conjunction with the sale or mortgage of a Unit but the closing does not occur and no later than thirty (30) days after the closing date for which the certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the Unit Owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the Unit Owner, and the Association may collect it from that Unit Owner in the same manner as an Assessment as provided in the Condominium Act. The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Condominium Act to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to a prospective purchaser, lienholder, or the Unit Owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than information required by law to be made available or disclosed, if the fee does not exceed $150.00 plus the reasonable cost of photocopying and any attorneys' fees incurred by the Association in connection with the response. The Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy".

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

13.14 Lien For Charges. There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for Common Expenses created herein. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner maintenance responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or the address of emergency issues such as water extraction from a Unit. The lien for Charges shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the common expense lien.

13.15 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her Unit.

14. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this section. All leases of Units must be in writing. A Unit Owner may lease only the Unit Owner's entire Unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person. No transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited.

14.1 Procedures.

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

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

(C) Disapproval. A proposed lessee and any persons who will occupy the Unit with the lessee, shall be disapproved only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) The Unit Owner is delinquent in the payment of assessments, fines, charges or other monetary obligations due to the Association at the time the application is considered;

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(2) The Unit Owner has a history of leasing the Unit Owner's Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of the Unit Owner's Unit;

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

(4) The application on its face indicates that the persons seeking approval intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

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

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

(b) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or

(c) a felony involving illegal drugs within the past ten (10) years; or

(d) any other felony in the past five (5) years; or

(e) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;

(6) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

(7) The person seeking approval is currently on probation or community control;

(8) The prospective lessee or other persons who will occupy the Unit with the lessee have a history of conduct which evidences disregard for the rights and property of others. By way of example, but not limitation, a lessee taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Declaration and Rules and Regulations of the Association and may constitute grounds for denial;

(9) The lessee or other persons who will occupy the Unit with the lessee during previous occupancy in this Condominium or another, has evidenced an attitude of disregard for the Association rules;

(10) The prospective lessee or other persons who will occupy the Unit with the lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or

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(11) The Unit Owner fails to give proper notice of the Unit Owner's intention to lease the Unit Owner's Unit to the Board of Directors.

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

(E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee. If a Unit is leased and any special assessment or installment of a regular assessment or any other monetary obligation due the Association for a Unit remains unpaid for at least thirty (30) days after the due date, then the Association may make a written demand as provided by Statute that the tenant pays the subsequent rental payments related to the condominium Unit to the Association, and the tenant must make such payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association.

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

(G) Manager Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to the Manager of the Association. Only the Board of Directors shall have the power to disapprove a lease. If the Manager, after reviewing a lease and all information provided by the applicant, determines that he will not approve the lease, the Manager shall forward the proposed lease to the members of the Board of Directors for their review. Notwithstanding any other time periods set forth in this Section 14., the Board of Directors shall have twenty (20) days after the receipt of the lease from the Manager and all information or interviews requested in which to approve or disapprove the lease.

14.2 Term of Lease and Frequency of Leasing. No Unit may be leased more often than two (2) times in any calendar year, with the minimum lease term being ninety (90) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

14.3 Exceptions. Upon written request of a Unit Owner, the Board of Directors may approve one (1) additional lease of the Unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

14.4 Occupancy During Lease Term. No one but the lessee, the lessee's family members within the first degree of relationship by blood, adoption or marriage, and their spouse or non-spouse companions and guests may occupy the Unit. The total number of occupants of a leased Unit is limited to two (2) persons per bedroom. Once a guest, whether related or unrelated to the lessee, has been occupying a Unit together with the lessee for a period of more than thirty (30) days, such guest must apply for and obtain Association approval in the same manner as a prospective lessee is required to obtain Association approval pursuant to

the transfer provisions contained in Section 14. hereof. If the guest does not obtain Association approval within the requisite time periods contained in Section 14.1 hereof, the guest must then vacate the Unit until approval is obtained.

14.5 Occupancy in Absence of Lessee. If a lessee absents himself from the Unit for any period of time during the lease term, the lessee's family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions in Sections 10. and 11.4 above. If the Lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

14.6 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the recreation or parking facilities during the lease term, except as the guest of another Unit Owner.

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

14.8 Tenant Conduct; Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform Leases, addenda and all leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all restrictions set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner shall have the duty to bring the Unit Owner's tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses.

14.9 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

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

15.1 Forms of Ownership:

(A) One Person. A Unit may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

(B) Two or More Persons. Co-ownership of Units by two (2) or more natural persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the Unit may be used as short-term transient accommodations for multiple families. If there are co-owners, the Board shall condition its approval upon the designation of one (1) approved natural person as "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 15. No more than one (1) such change will be approved in any twelve (12) month period. No time share estates may be created. "House Sharing" by multiple families is prohibited.

(C) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one (1) natural person to be the "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 15. No more than one (1) such change will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each Owner of a Unit which is owned in the forms of ownership stated in preceding subsections 15.1(B) and (C) shall designate a Primary Occupant in writing to the Association. If any Unit Owner fails to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action. If the ownership of a Unit is such that the designation of a Primary Occupant is not required, the Unit Owner may, nevertheless, choose to designate one, subject to Board approval.

(E) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 15.2 below. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one (1) life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 15.1(B), above.

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15.2 Transfers.

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

(B) Gift. If any Unit Owner shall acquire title to a Unit by gift, the continuance of the Unit Owner's ownership of the Unit Owner's Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date. Approval to own or occupy may not be denied to any gift recipient who was the prior Owner's lawful spouse at the time of the gift, or was related by the gifting Owner by blood or adoption.

(C) Devise or Inheritance. If any Unit Owner acquires title by devise or inheritance, the Unit Owner's right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 15.3(A)(2) below. The approval shall not be denied to any devisee or heir who was the prior Owner's lawful spouse or non-spouse companion at the time of death, or who was related to the Owner by blood or adoption in the first degree.

(D) Other Transfers. If any person acquires title in any manner not covered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 15.3 below.

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

(F) Manager Approval. To facilitate approval of transfers during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to the Manager of the Association. Only the Board of Directors shall have the power to disapprove a transfer. If the Manager, after reviewing a transfer application and all information provided by the applicant, determines that he will not approve the transfer, the Manager shall forward the transfer application to the members of the Board of Directors for their review. Notwithstanding any other time periods set forth in this Section 15., the Board of Directors shall have twenty (20) days after the receipt of the application from the Manager in which to approve or disapprove the transfer.

15.3 Procedures.

(A) Notice to Association.

(1) Sale or Gift. A Unit Owner intending to make a sale or gift of the Unit Owner's Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and all other information the Board may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or

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employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit occupants, as a pre-condition to approval.

(2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of the transferee's ownership and submit a certified copy of the instrument evidencing the transferee's ownership and such other information as the Board may reasonably require. The transferee and all others who will occupy the Unit with the transferee shall have no occupancy or use rights unless and until approved by the Board, but may sell or lease the Unit following the procedures in this Section or Section 14.

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

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

(B) Board Action. Within thirty (30) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by a Board Member or the 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 shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

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

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

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

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

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3. a felony involving illegal drugs within the past ten (10) years; or

4. any other felony in the past five (5) years; or

5. a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;

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

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

d. The persons seeking approval have a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

e. The persons seeking approval give the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

f. The persons seeking approval have a history of disruptive behavior;

g. The persons seeking approval have evidenced an attitude of disregard for Association rules or the rights or property of others, by that person's past conduct;

h. The transfer to the persons seeking approval would result in those persons owning legal or beneficial title to more than two (2) Units in the Condominium;

i. The persons seeking approval have failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

j. The transaction, if a sale or gift, was concluded by the parties without having both sought and obtained the prior approval required herein.

(2) Without Good Cause. Approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 15.3(A)(3), then within thirty (30) days after the Board meeting at which the transaction was disapproved, the Board shall deliver in writing to the Owner (hereafter "the seller") the name of an approved purchaser who will purchase the Unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two (2) state-certified property appraisers, one (1) selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the

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purchaser shall pay for the purchaser's own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place not more than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurred last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

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

15.4 **Gifts, Devise, or Inheritance; Other Transfers**. If the Unit Owner giving notice has acquired title by gift, devise, or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(A) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

(B) The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in the purchaser's agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Collier County, Florida, at the expense of the Unit Owner.

15.5 **Exception.** The provisions of Sections 15.2 and 15.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

15.6 **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.

15.7 **Fees and Deposits Related to the Sale of Units.** Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law.

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

16.1 By the Unit Owner. Each Unit Owner is responsible for insuring the Unit Owner's own Unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, and electrical fixtures serving the Unit and all alterations, additions and improvements made to the Unit or the Common Elements by the Unit Owner or the Unit Owner's predecessors in title. Each Unit Owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and special assessment loss protection or recognize that the Unit Owner bears financial responsibility for any damage to the Unit Owner's property or liability to others that would otherwise be covered by such insurance. The Unit Owner's policy must comply with the requirements of Section 627.714, Florida Statutes as amended from time to time.

16.2 Association Insurance; Duty and Authority to Obtain. The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association Property, Common Elements and the Condominium Property which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure. Adequate property insurance must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every thirty-six (36) months if required by the Condominium Act. When determining the adequate amount of property insurance coverage, the Board of Directors may consider deductibles as determined pursuant to the Condominium Act. The deductibles may be based upon available funds, including reserve accounts, or predetermined Assessment authority at the time the insurance is obtained.

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

16.3 Required Coverage. The Association shall maintain adequate insurance covering the buildings and other improvements on the Condominium Property that the Association is required to insure, as well as all Association Property, in such amounts, and with such deductibles, as is determined annually by the Board of Directors in the exercise of its good business judgment, such insurance to afford at least the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

(B) Flood. If within a flood zone requiring coverage, in amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program, or through any similar federally sponsored or related program, or through private carriers with similar coverage, with premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.

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

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

(E) Workers' Compensation. The Association shall maintain Workers' Compensation insurance if required by law or as is deemed advisable by the Board.

(F) Statutory Fidelity Bonding or Insurance. For all persons who control or disburse funds of the Association as required by the Condominium Act.

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

(A) Workers' Compensation insurance, including blanket Workers' Compensation insurance even if not required by law, as deemed advisable by the Board.

(B) Mechanical Breakdown.

(C) Broad Form Comprehensive General Liability Endorsement.

(D) Elevator Liability & Elevator Collision.

(E) Directors and Officers Liability.

(F) Medical Payments.

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

(H) Endorsement for loss by operation of local ordinance.

16.5 Description of Coverage. A detailed summary of the coverage included in the master policies as provided by the insurer, and copies of the master policies, shall be available for inspection and copying by Unit Owners or their authorized representatives upon request.

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

16.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear, and all proceeds from policies purchased by the Association shall be payable only to the Association. The duty of the Association

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

(A) Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as that Unit Owner's share in the Common Elements.

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

(C) Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. No mortgagee shall have the right to require application of insurance proceeds to any mortgage it may hold against a Unit, unless insurance proceeds on account of damage to that Unit are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no mortgagee shall have the right to participate in determining whether improvements will be repaired or reconstructed after casualty.

(D) Deductibles. The policies may provide for reasonable deductibles. In the case of property insurance, except for a loss caused by a significant wind event, the deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in proportion to the amount each party's loss bears to the total. For a loss caused by a significant wind event such as, but not limited to, a hurricane or tornado, the deductible, uninsured losses, and other damages in excess of the hazard insurance coverage shall be paid as common expenses of the Association.

16.8 Distribution of Proceeds. Insurance proceeds from Association policies shall be distributed to or for the benefit of the Unit Owners in the following manner:

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

(B) Cost of Repair or Reconstruction. If the damage for which the proceeds are paid is to be repaired or reconstructed the remaining proceeds shall be paid to defray the costs as provided in Sections 16.7 (A) and (B). Any proceeds remaining after repairs and reconstruction shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being paid jointly to them.

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

16.9 Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

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17. REPAIR OR RECONSTRUCTION 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:

17.1 Damage to Units. Where loss or damage occurs within one (1) or more Units, any Association insurance proceeds on account of the loss or damage shall be distributed to the Owner(s) of the damaged Unit(s) in shares as provided in Section 16.7 above. The Owner(s) of the damaged Unit(s) shall be responsible for reconstruction and repair.

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

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

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

17.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage caused by a common occurrence whereby at least fifty percent (50%) of the total Units cannot reasonably be rendered habitable within sixty (60) days. Should such "very substantial" damage occur:

(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, as further provided in Section 4.16 of the Bylaws. 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

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can be accomplished without levying a special assessment that exceeds fifteen percent (15%) of the total annual budget for the condominium in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote for termination, in which case the Condominium shall be terminated.

(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 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 fifteen percent (15%) of the total annual budget for the Condominium in the year in which the casualty occurred, the Condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote against termination. If the requisite number of 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 a majority of the Directors shall be conclusive, and shall be binding upon all persons.

17.4 Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and reconstruction come first from insurance proceeds; if there is a balance of insurance proceeds left in the funds held by the Association after the payment of all costs of repair and reconstruction, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 16.7(C) above.

17.5 Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable, and repairs and reconstruction are not begun and completed within a reasonable period of time, the Owner of the uninhabitable Unit may petition a court for equitable relief, which may include termination of the Condominium and partition of the former Condominium Property. For the purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

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

18. CONDEMNATION:

18.1 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. Awards for the

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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 that Unit Owner's award, or the amount of that award shall be set off against any sums payable to that Unit Owner.

18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after a taking by condemnation or eminent domain will be determined in the same manner provided for determining whether damaged property will be repaired or reconstructed or after a casualty in Section 17.

18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and other payments will be deemed 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, but the size of the Condominium will be reduced, the Owners of Units to be diminished or eliminated, if any, will first 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.

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

18.5 Units Reduced But Habitable. If the size of a Unit must be reduced, 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 doing so 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.

18.6 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 award shall be paid to the Owner of the Unit and to each mortgagee of the Unit as their interests may appear, the remittance being made payable jointly to the Owner and mortgagee(s).

(B) Addition to Common Elements. If possible and practical, any remaining portion of the Unit shall become 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 changed number of Units. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

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(D) Assessments. If the award to the Association for damage to the Common Elements resulting from a taking is not sufficient to pay the cost of converting the remaining portions of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special assessment against all Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

18.7 Taking of Common Elements. Awards for the taking of Common Elements only shall be used to make the remaining portion of the Common Elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall become part of the common surplus.

18.8 Amendment of Declaration. Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of common expenses that are necessitated by condemnation or eminent domain shall be accomplished by amending this Declaration and Exhibits "A" and "B" in conformity to the changes mandated by Sections 18.5 and 18.6 above. Such amendments need be approved only by the Owners of a majority of the Units. Approval of, or joinder by, lien holders is not required for any such amendment.

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

19.1 Owner Approval. Except as provided in Section 17., the agreement of 100% of the Owners and the holders of liens, or such other percentage as may be specified in the Act, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded in the public records.

19.2 Certificate of Termination. The termination of the Condominium shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Collier County, Florida. The recording of that Certificate of Termination automatically divests the Association and all Unit Owners of legal title, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property which was formerly the Condominium Property or Association Property, without need for further conveyance. Beneficial title to the former condominium and Association Property is owned by the former Unit Owners as tenants in common, in the same undivided shares as each Owner previously owned in the Common Elements. Upon termination, each lien encumbering a condominium parcel shall be automatically transferred to the equitable share in the Condominium Property attributable to the Unit encumbered by the lien, with the same priority. All funds of the Condominium held by the Association, except for the reasonably necessary expenses of winding up, shall be disbursed to the Unit Owners and mortgagees as their interests may appear in the shares set forth in Section 6. The costs incurred by the Association in connection with a termination shall be a common expense.

19.3 Following Termination. The property may be partitioned and sold upon the application of any Owner. Provided, however, that if the Board of Directors following a termination determines to accept an offer for the sale of the Condominium Property, each Owner shall, by the Owner's acceptance of a deed to the Owner's Unit, be deemed to have granted power of attorney to the Board of Directors to execute such deeds

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and other documents required to effect the sale. In such event, any action for partition shall be held in abeyance pending sale, and upon the consummation thereof shall be discontinued by all parties thereto.

19.4 Very Substantial Damage. If the Condominium suffers "very substantial damage" to the extent defined in Section 17.3 above, and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

19.5 Wind-up of Association Affairs. The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, for the purpose of winding up the affairs of the Association in accordance with this Section.

19.6 Trustee's Powers and Duties. The Termination Trustee shall hold title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former Unit Owners approve a sale of the property as provided in this Section, the Termination Trustee shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of this Section. The Termination Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and such fee and all costs and expenses incurred by the Termination Trustee in the performance of its duties shall be paid by the Association or taken from the proceeds of the sale of the former condominium and Association Property, or other Association assets, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely upon the written instructions and information provided to it by the officers, Directors and agents of the Association, and shall not be required to inquire beyond such information and instructions. In the event of the resignation or incapacity of the Trustee, a successor Trustee may be appointed by the Circuit Court on the petition of the Association.

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

19.8 Provisions Survive Termination. The provisions of this Section 19. are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium Property, are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

20. RIGHTS AND REMEDIES:

20.1 Duty to Comply; Right to Sue. Each Unit Owner, the Unit Owner's tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents and the rules and regulations of the Association. The Unit Owner is legally

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responsible for all violations of the Unit Owner's tenants and guests. Actions for damages or for injunctive relief, or both, for failure to comply may be brought, but shall not be required to be brought, by the Association or by a Unit Owner against:

(A) The Association;

(B) A Unit Owner;

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

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

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

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

20.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under the law and the condominium documents shall be cumulative, and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

20.5 Notice of Lien or Suit.

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

(B) Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to Unit Owner's Unit, such notice to be given five (5) days after the Unit Owner receives actual knowledge thereof.

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

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20.6 Fines. In addition to all other rights provided in this Section 20., the Association shall have the right, but not the obligation, to fine a Unit Owner, their tenants or guests for failure to comply with the Governing Documents or the Condominium Act in accordance with the provisions set forth in the Bylaws.

21. MORTGAGEES:

21.1 First Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the first mortgagee shall be liable for the share of common expenses or assessments attributable to the condominium parcel, which came due prior to the first 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 for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners. No acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

21.2 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one (1) 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.

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

22.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by at least twenty-five percent (25%) of the voting interests.

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

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration shall be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.13 of the Bylaws.

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

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22.5 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 Unit Owner shares the common expenses of the condominium and owns the common surplus of the condominium unless the record owner of the Unit and all record owners of liens on the Unit join in the execution of the amendment and unless all the record owners of liens on the Unit join in the execution of the amendment and unless all the record owners of all other Units in the same condominium approve the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17., nor to mergers. No amendment shall operate to unlawfully discriminate against any Unit Owner nor against any class of Unit Owners.

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

22.7 Automatic Amendment. Whenever Chapter 718, Florida Statutes (2017) Chapter 617, Florida Statutes (2017) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2017), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

23. MISCELLANEOUS:

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

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

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

23.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretations shall be binding upon all persons unless wholly unreasonable. A written opinion rendered by Association legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

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

23.6 Number and Gender. Whenever the context so requires, the use of the plural shall include both the singular and the plural, and the use of any gender shall be deemed to include all genders.

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23.7 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.

23.8 Discrimination. With the exception to the limitation of no more than two (2) Units being owned in Section 10.1 of this Declaration, there shall be no limitation upon sale, lease or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the condominium premises.

23.9 Persons Subject. All persons joining this Declaration subjects their interest to the provisions of this Declaration and the provisions of Chapter 718, Florida Statutes, as now or hereafter amended.

EXHIBITS TO DECLARATION

The exhibits listed below were recorded on October 26, 1982, together with the Declaration of Condominium of Grosvenor, a Condominium, by Declaration created on the same date, at O.R. Book 992, Page 524 *et seq.*, Public Records of Collier County, Florida.

- The following Exhibits, as previously amended to date, are hereby incorporated by reference as exhibits to the attached Amended and Restated Declaration of Condominium.

EXHIBIT "DC-1" - LEGAL DESCRIPTION

EXHIBITS "DC-2", "DC-3" and "DC-4" - SURVEY, PLOT PLANS & FLOOR PLANS
(Copies of Exhibits "DC-2", "DC-3" and "DC-4" are attached to this Declaration for the convenience and the reference of the Unit Owners)

EXHIBIT "DC-7" - UNIT IDENTIFICATION AND SCHEDULE OF ASSESSMENTS AND UNDIVIDED INTERESTS OF EACH UNIT
(A copy of Exhibit "DC-7" is attached to this Declaration for the convenience and the reference of the Unit Owners)

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

EXHIBIT "DC-5" - ARTICLES OF INCORPORATION OF ASSOCIATION

EXHIBIT "DC-6" - BYLAWS OF THE ASSOCIATION

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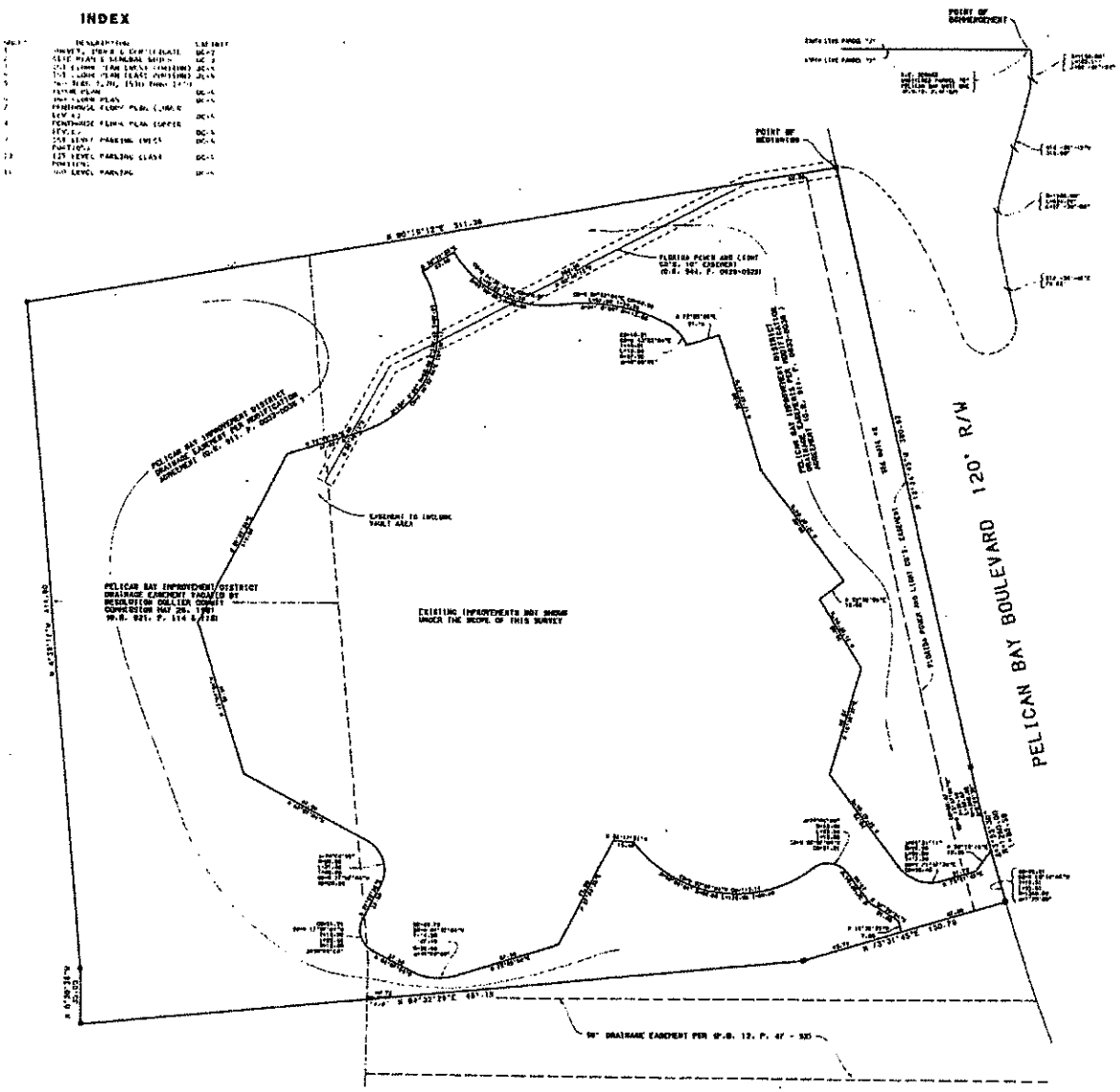


RECLAMATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORD BOOK 991 PAGES 324 THRU 630 FILE NUMBER 1170-49 DATE 10-16-78 TIME 10:00 AM WILLIAM A. MCNAMA CLERK BY Jane Bonbel

SCALE IN FEET 0 10 20 30 40

12 = CONCRETE MONUMENT RESTORED

● = IRON PIPE RESTORED

DESCRIPTION

(O.R. 991, P. 344-345)

A PORTION OF PARCEL "D", PELICAN BAY UNIT ONE, AS RECORDED IN PLAT BOOK 13, PAGES 47 THROUGH 53, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL "D", THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID PARCEL "D" AND THE WESTERLY RIGHT OF WAY LINE OF PELICAN BAY BOULEVARD AS SHOWN ON SAID PLAT OF PELICAN BAY UNIT ONE, SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1140.00 FEET AND A CENTRAL ANGLE OF 20°-41'-11" FOR AN ARC DISTANCE OF 409.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 41°-38'-16" WEST ALONG THE EASTERLY LINE OF PARCEL "D", A DISTANCE OF 91.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1790.00 FEET AND A CENTRAL ANGLE OF 7°-38'-00"; THENCE SOUTHWESTERLY, PASSING AT 1,000.00 FEET A PAD AND PARKING AREA OF SAID CURVE, A DISTANCE OF 664.75 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 17°-23'-08" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 73.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 17°-23'-08" EAST, A DISTANCE OF 385.98 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1960.00 FEET AND A CENTRAL ANGLE OF 03°-53'-38"; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.58 FEET; THENCE LEAVING SAID EASTERLY LINE OF PARCEL "D", SOUTH 73°-31'-49" WEST, A DISTANCE OF 130.78 FEET; THENCE SOUTH 54°-30'-38" WEST, A DISTANCE OF 101.13 FEET; THENCE SOUTH 04°-30'-38" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 84°-30'-17" WEST, A DISTANCE OF 414.00 FEET; THENCE SOUTH 89°-18'-12" EAST, A DISTANCE OF 427.75 FEET TO THE EASTERLY LINE OF PARCEL "D" AND THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, LIMITATIONS AND CONDITIONS OF RECORD.

CERTIFICATE

WE HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IS SUBSTANTIALLY COMPLETE SO THAT THIS EXHIBIT DC-2, DC-3 AND DC-4 TOGETHER WITH THE PROVISIONS OF THE DECLARATION RELATING TO MATTERS OF SURVEY DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT. WE FURTHER CERTIFY THAT THE SURVEY OF THE LAND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
ENG., ENGINEERS AND LAND SURVEYORS

BY: _____ DATE: NOV. 17, 1986
WILMER R. SOLL III, JR.
FLORIDA P.L.S. #2788

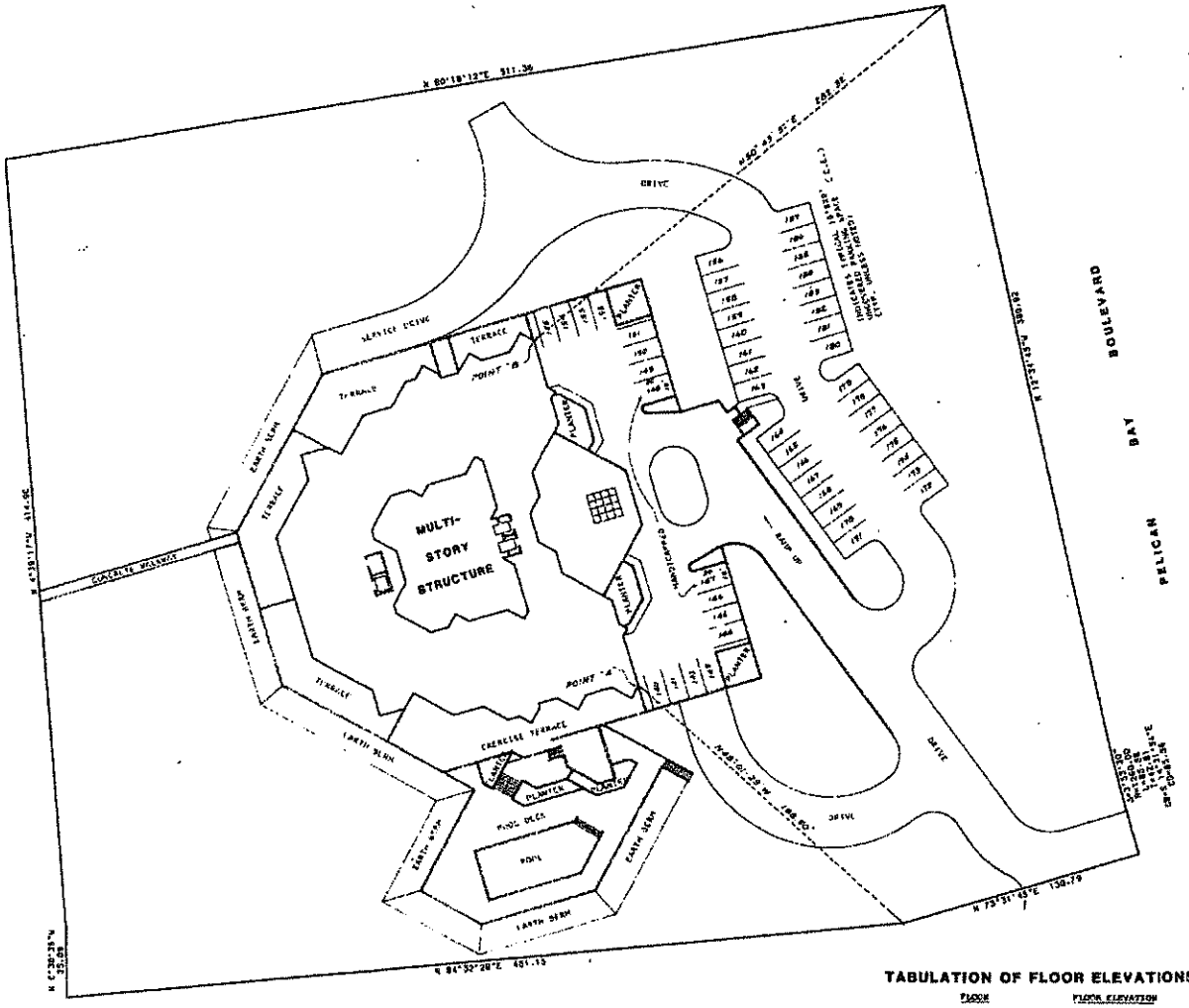
NOT VALID UNLESS EMBOSSED WITH THE PROFESSIONAL'S SEAL

NOTES:
1) EASEMENTS SHOWN HEREON ARE TAKEN FROM ABSTRACT PREPARED THROUGH FINAL UPDATE PLEASE SUPPLEMENT #1, THOS. LAWYERS ABSTRACT SERVICE, AIRPORT ROAD, NAPLES, FLORIDA.
2) 20' EASEMENT TO BE GRANTED TO FLORIDA POWER AND LIGHT CO.

EXHIBIT DC-2

DATE: 10-14-86	GROSVENOR DEVELOPMENT COMPANY
SCALE: 1"=20'	GROSVENOR, A CONDOMINIUM SURVEY OF THE LAND (IMPROVEMENTS NOT SHOWN) PART OF PARCEL "D", PELICAN BAY UNIT ONE, P.B.13, P.47-53, COLLIER COUNTY, FLORIDA
DESIGNED:	
DRAWN:	
CHECKED: DC	
DATE: 10-14-86	WILSON MILLER BARTON SOLL & PEEK, INC. ENGINEERS, PLANNERS & LAND SURVEYORS NAPLES, FLORIDA
PROJECT NO.: 2278	SUPERVISOR: DRAWING: 1 OF 11 FILE NO.: 4L-256

PLOT BY JAMESPEEK & CAMPBELLSOFT - 13/CE.PLE.PRT; MODEL: F 20-Oct-86 09:30 BY / 2047G-100



GENERAL NOTES

1) CERTAIN SPECIFIC EASEMENTS ARE NOT GRAPHICALLY ILLUSTRATED HEREON. REFER TO THE APPLICABLE SECTIONS OF THE DECLARATION OF RESTRICTIONS AND EASEMENTS AND TO THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE EASEMENT DESCRIBED THEREIN.

2) SEE THE RESPECTIVE FLOOR PLANS FOR ADDITIONAL DETAIL OF THE APPROXIMATE DIMENSIONS AND BOUNDARIES OF EACH UNIT. REFER TO THE APPLICABLE SECTIONS OF THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE UNIT BOUNDARIES.

3) ———— INDICATES APPROXIMATE CONDOMINIUM UNIT LINE (REFER TO DECLARATION OF CONDOMINIUM).

4) - - - - - - INDICATES APPROXIMATE LIMITED COMMON ELEMENT LINE (L.C.E.)(REFER TO DECLARATION OF CONDOMINIUM).

5) THIS EXHIBIT PREPARED FROM ARCHITECTURAL PLANS PREPARED BY PEABODY & CHILDS, ARCHITECTS, 440 EAST SAMPLE ROAD, POMPANO BEACH, FLORIDA, DATED SEPTEMBER 1984, PROJECT NO. 3788.

EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENTS IS COMMON ELEMENT AREA. REFER TO THE APPLICABLE SECTIONS OF THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE COMMON ELEMENTS. C.E. = COMMON ELEMENT/ L.C.E. = LIMITED COMMON ELEMENT.

TABULATION OF FLOOR ELEVATIONS

FLOOR			FLOOR ELEVATION
1st	LEVEL	PARKING	6.33
2nd	LEVEL	PARKING	15.49
3rd	FLOOR		26.47
2nd	FLOOR		37.47
3rd	FLOOR		46.84
4th	FLOOR		55.81
5th	FLOOR		64.97
6th	FLOOR		74.14
7th	FLOOR		83.31
8th	FLOOR		92.47
9th	FLOOR		101.64
10th	FLOOR		110.81
11th	FLOOR		119.97
12th	FLOOR		128.14
14th	FLOOR		134.31
15th	FLOOR		147.74
16th	FLOOR		154.64
17th	FLOOR		165.81
PENTHOUSE	LOWER LEVEL		174.98
PENTHOUSE	UPPER LEVEL		184.14

ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM.

EXHIBIT DC-3

GROSVENOR, A CONDOMINIUM

SITE PLAN

FILE NUMBER 4L-256
SHEET 2 OF 11

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
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PLAT OF GROSVENOR A CONDOMINIUM - 13SL20.248.3M - 005*001 F 13-Oct-89 01:23 PM / 90/10-109

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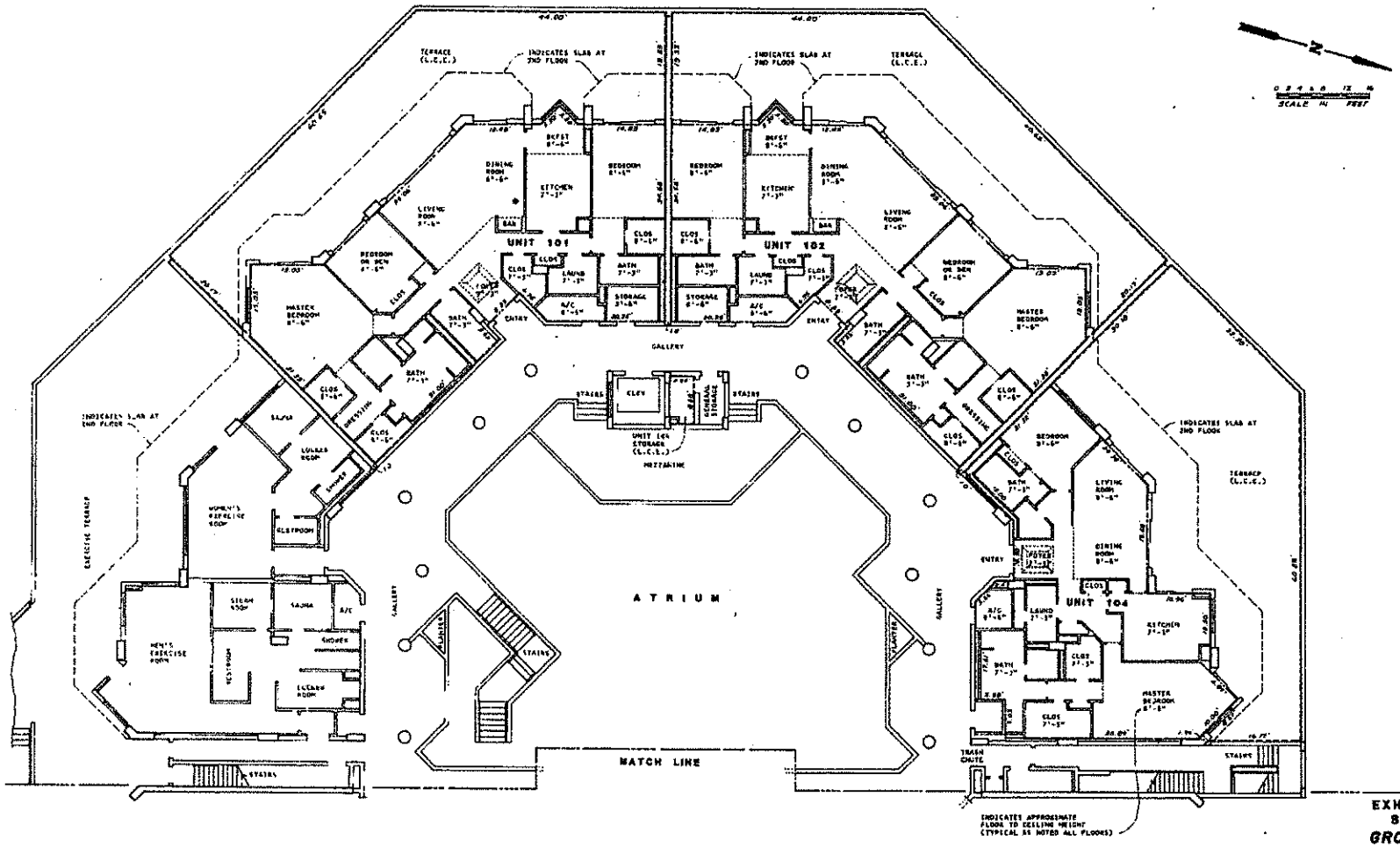

EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENTS IS COMMON ELEMENT AREA. REFER TO THE APPLICABLE SECTIONS OF THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE COMMON ELEMENTS. C.E. = COMMON ELEMENT; L.C.E. = LIMITED COMMON ELEMENT.

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ENGINEERS & SURVEYORS NAPLES, FLORIDA

EXHIBIT DC-4
SHEET 1
GROSVENOR, A CONDOMINIUM

1st FLOOR PLAN
(WEST PORTION)

FILE NUMBER 4L-256
SHEET 3 OF 11

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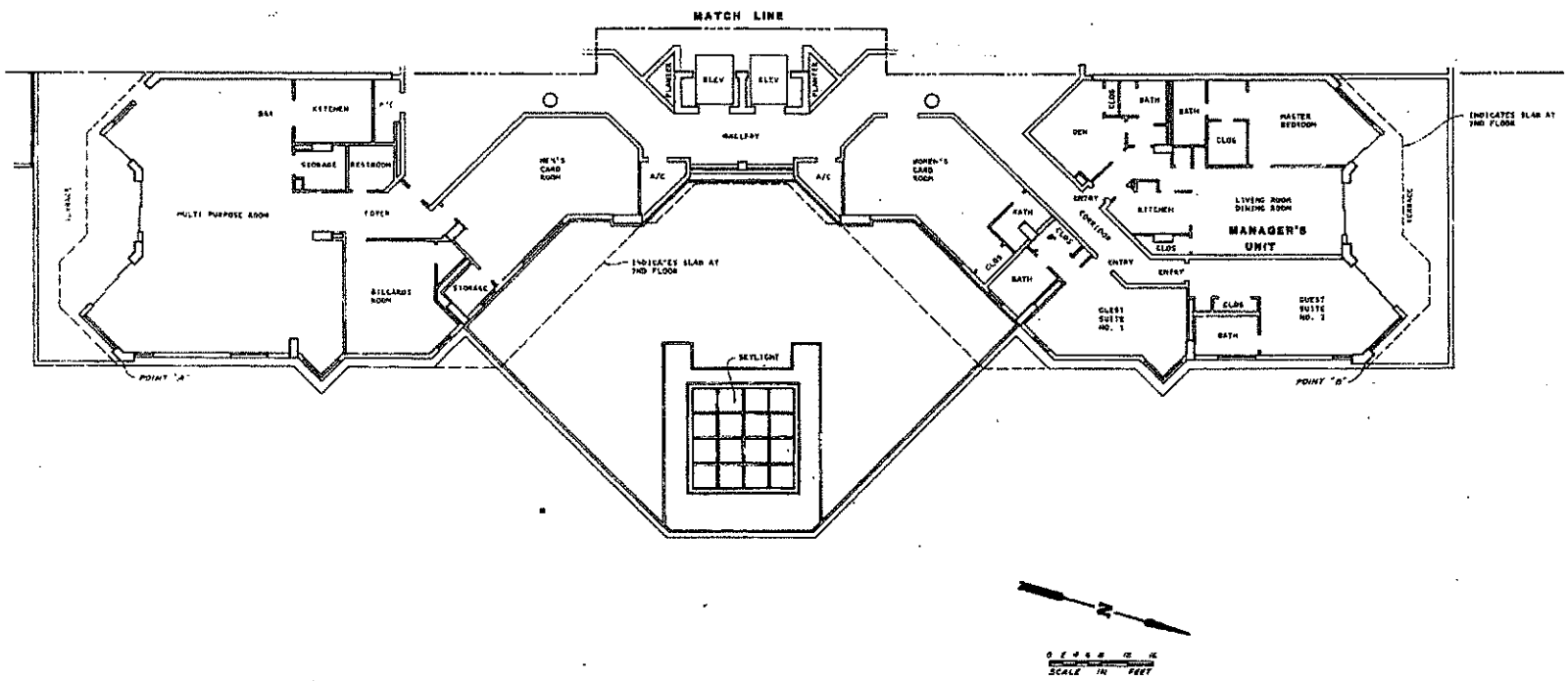

EXHIBIT DC-4
SHEET 1A

GROSVENOR, A CONDOMINIUM

1st FLOOR PLAN
(EAST PORTION)

FILE NUMBER 4L-256
SHEET 4 OF 11

EVERYTHING ENTERING TO THE UNITS AND LIMITED COMMON ELEMENTS IS COMMON ELEMENT AREA. REFER TO THE APPLICABLE SECTIONS OF THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE COMMON ELEMENTS. C.E. = COMMON ELEMENT; L.C.E. = LIMITED COMMON ELEMENT.

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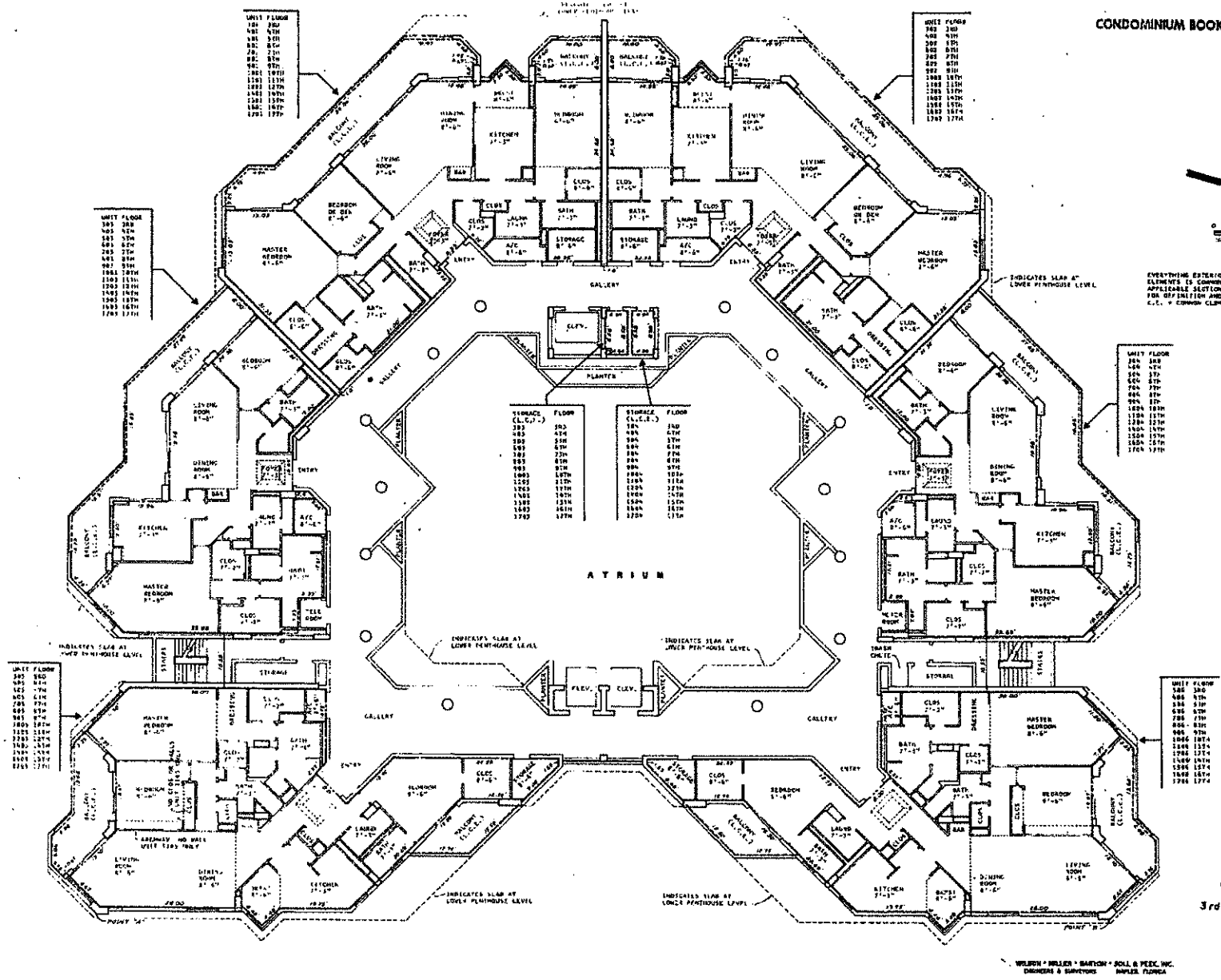


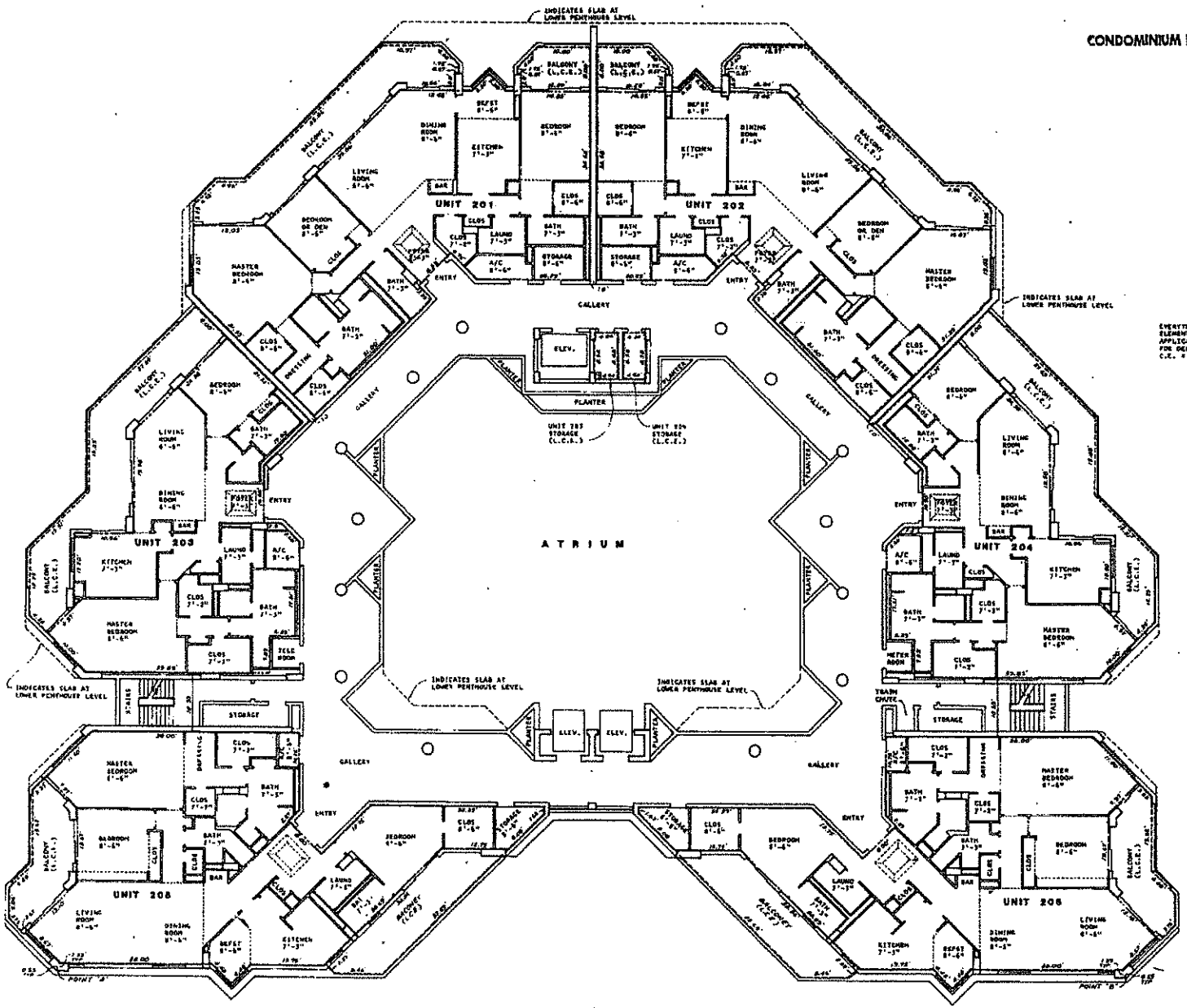
EXHIBIT DC-4
SHEET 2

GROSVENOR, A CONDOMINIUM

3rd THRU 12th & 14th THRU 17th FLOOR PLAN

FILE NUMBER 4L-256
SHEET 5 OF 11

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS & SURVEYORS NAPLES, FLORIDA



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SCALE IN FEET

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EXHIBIT DC-4
SHEET 2A

GROSVENOR, A CONDOMINIUM

2nd FLOOR PLAN

FILE NUMBER 4L-256
SHEET 6 OF 11

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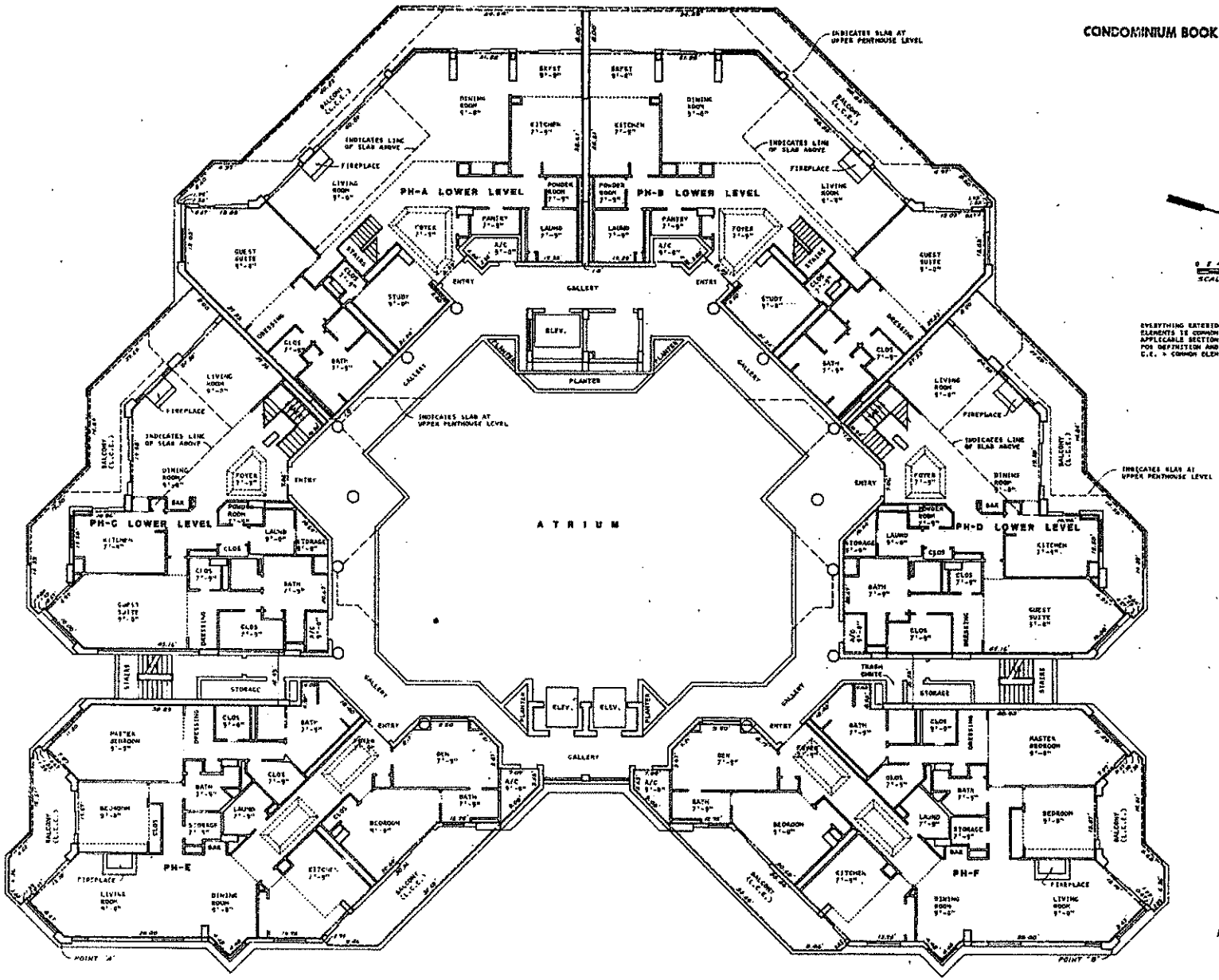

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SCALE IN FEET

EXHIBIT DC-4
SHEET 3

GROSVENOR, A CONDOMINIUM

PENTHOUSE FLOOR PLAN
(LOWER LEVEL)

FILE NUMBER 4L-256
SHEET 7 OF 11

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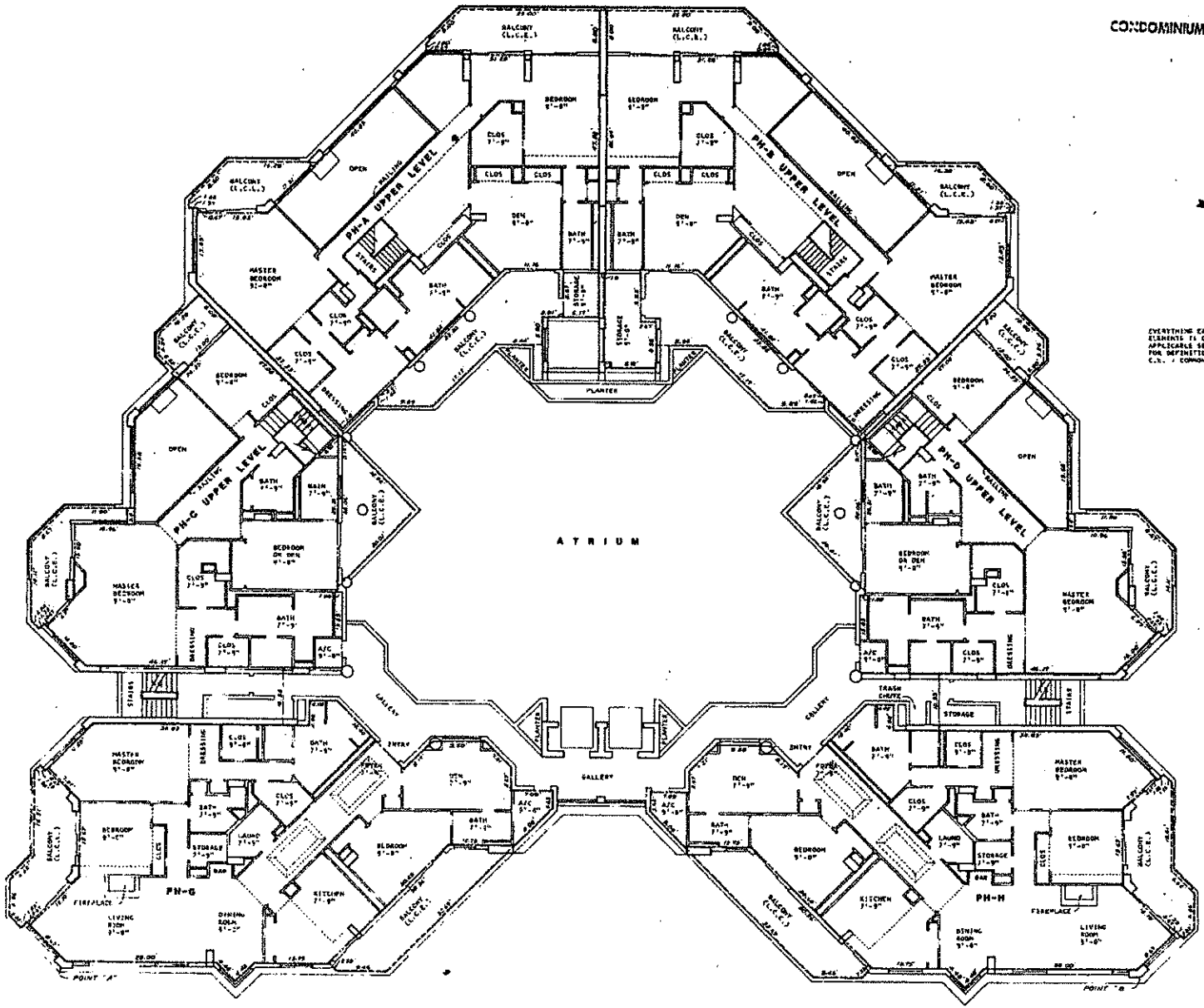

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SCALE IN FEET

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EXHIBIT DC-4
SHEET 4

GROSVENOR, A CONDOMINIUM

PENTHOUSE FLOOR PLAN
(UPPER LEVEL)

FILE NUMBER 4L-256
SHEET 8 OF 11

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EXHIBIT DC-4, SHEET 5

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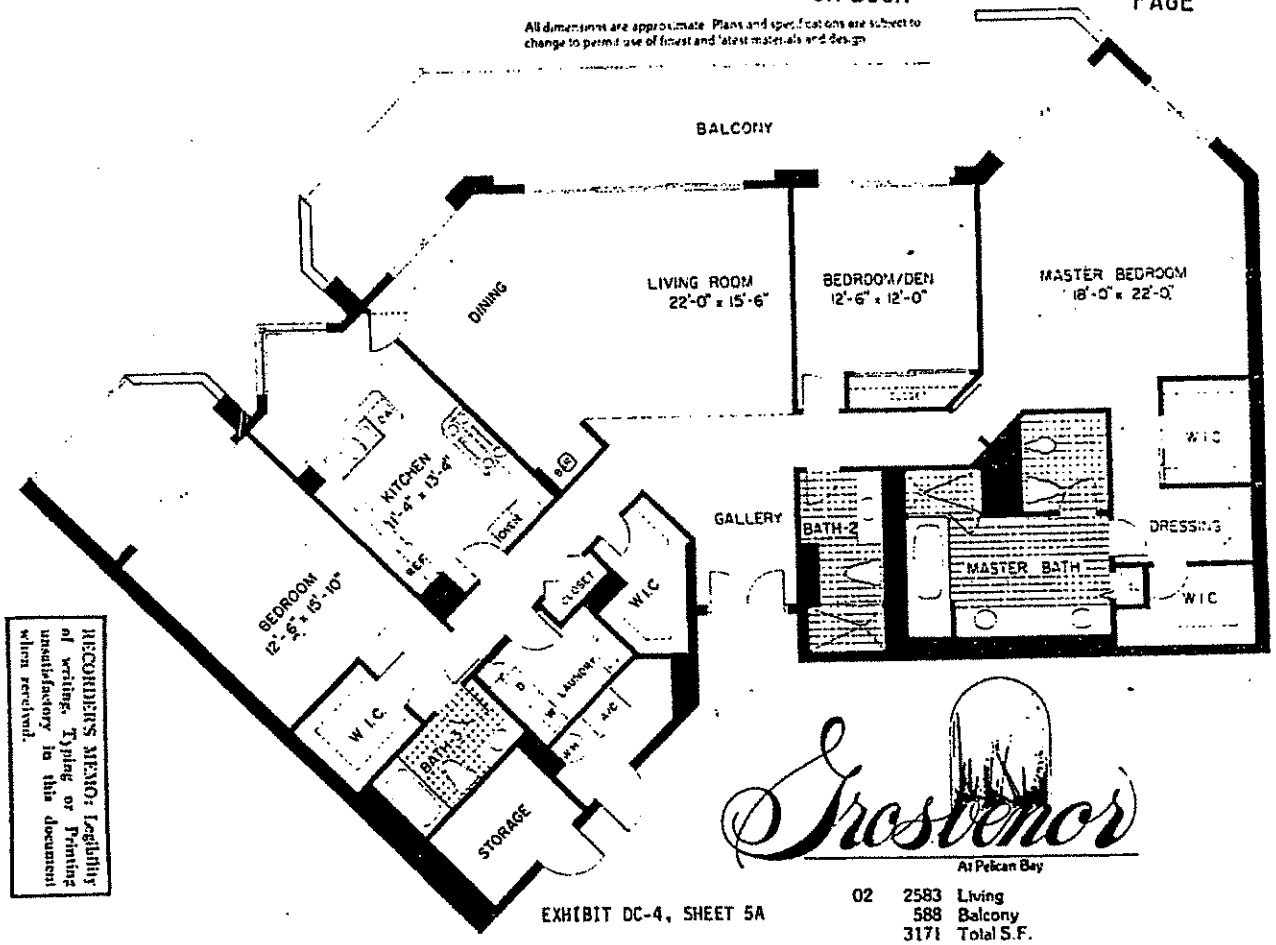

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Grosvenor
At Pelican Bay

EXHIBIT DC-4, SHEET 5A

02 2583 Living
588 Balcony
3171 Total S.F.

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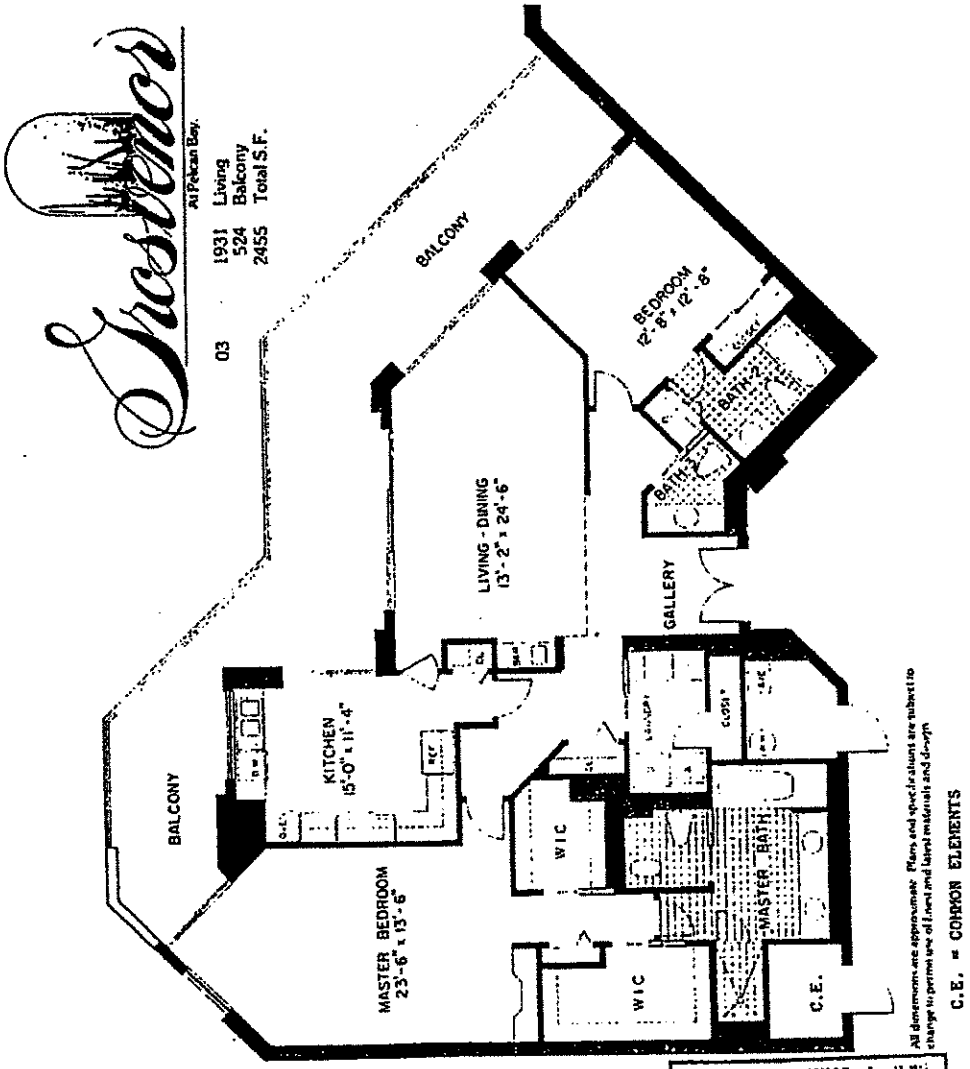

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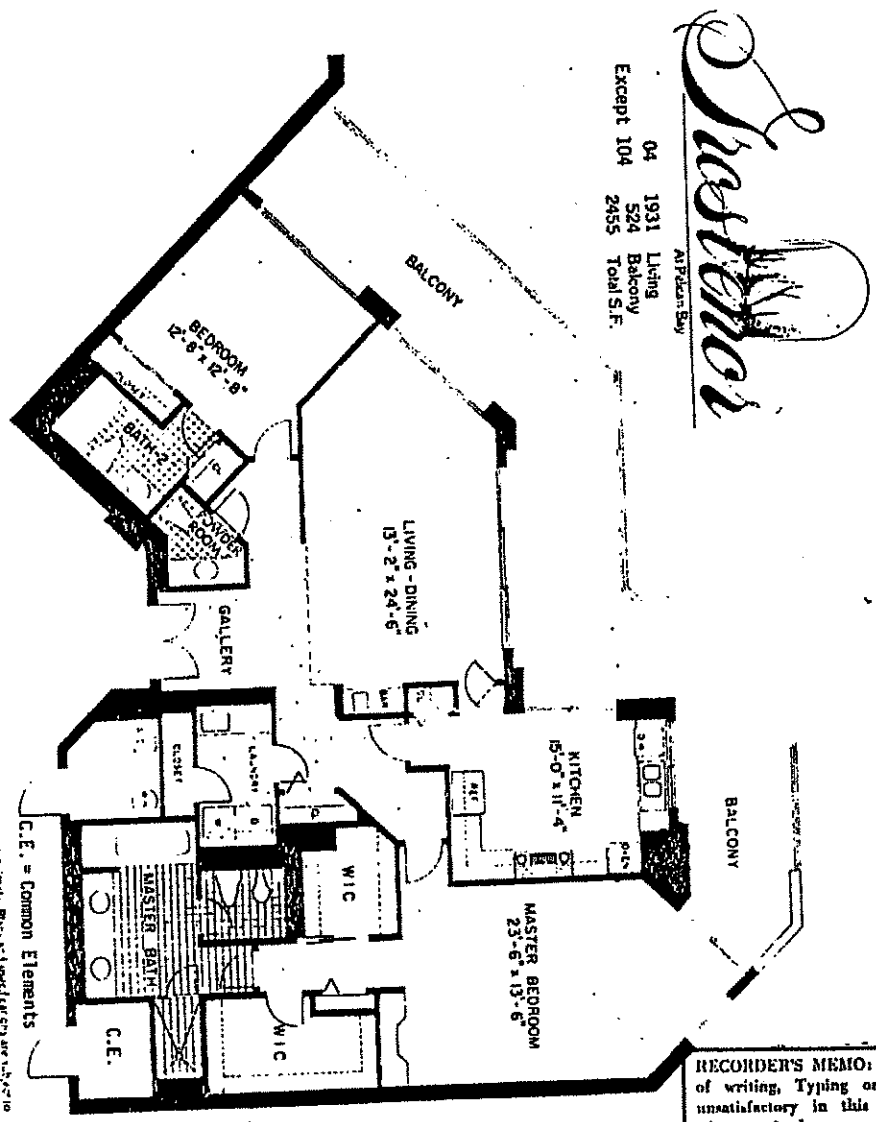

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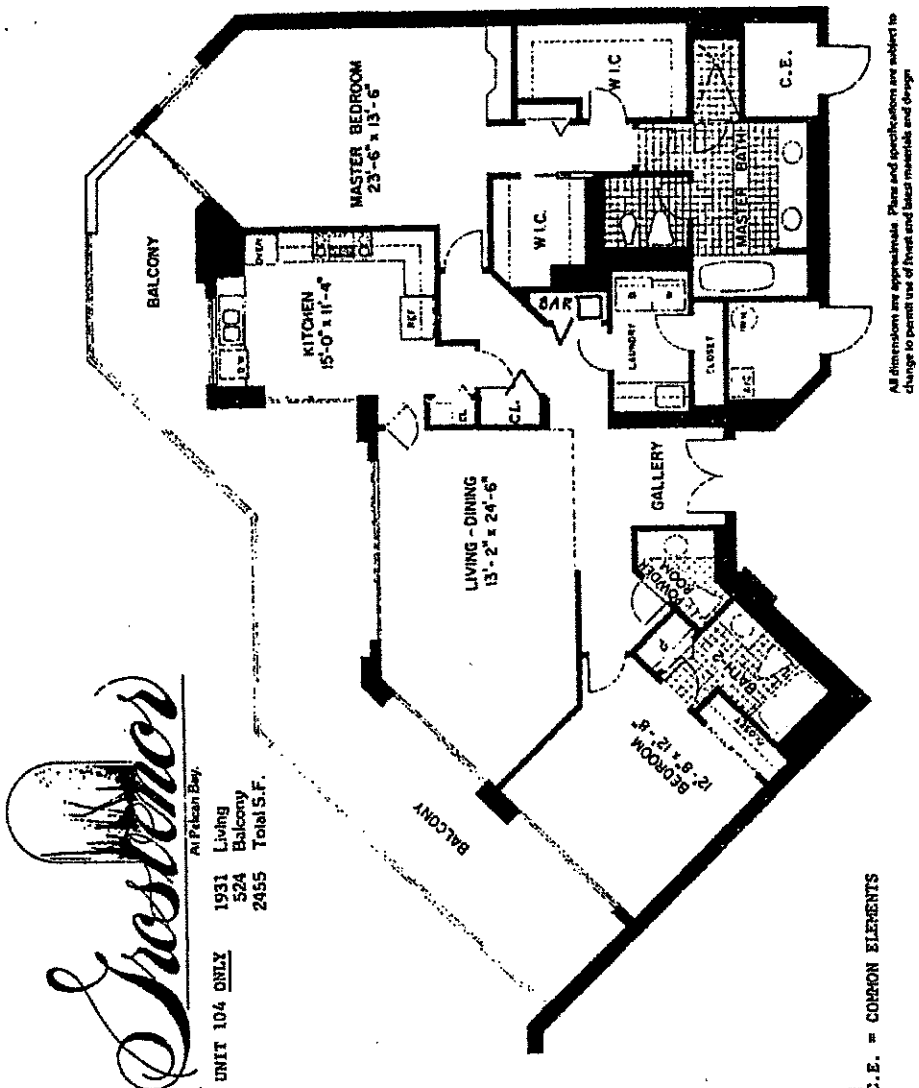

Sostemar
At Pelican Bay

UNIT 104 ONLY

1931	Living
524	Balcony
2455	Total S.F.

EXHIBIT DC - 4, SHEET 6B

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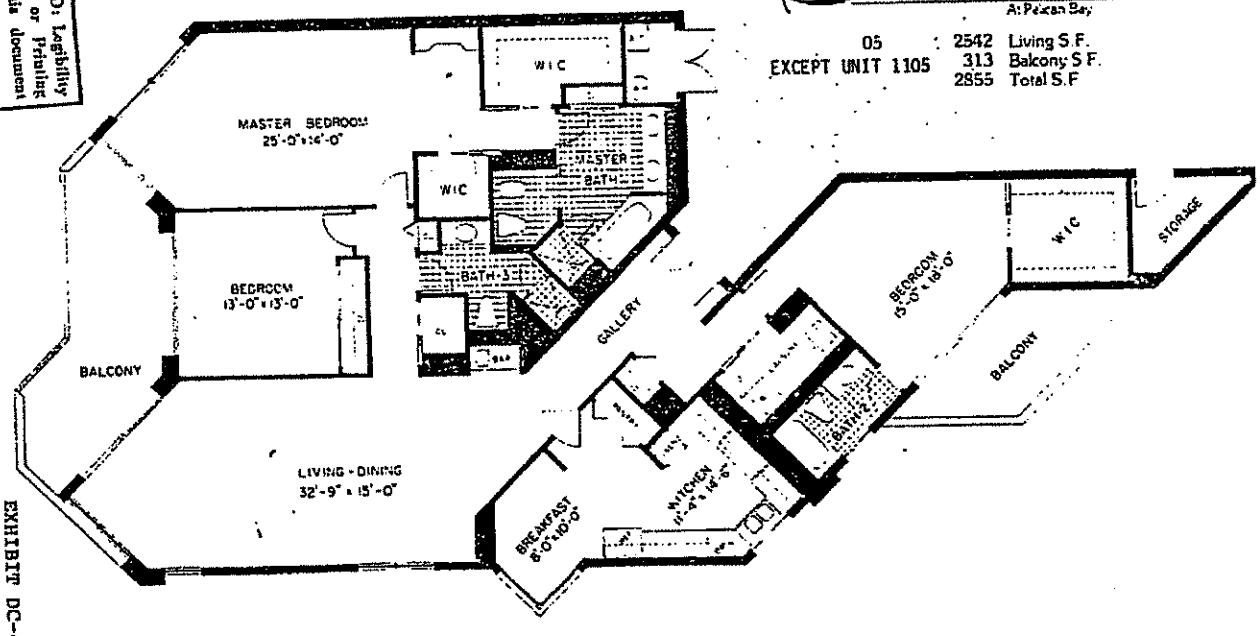
Grosvenor

At Pelican Bay

05 EXCEPT UNIT 1105

2542	Living S.F.
313	Balcony S.F.
2855	Total S.F



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OR BOOK 000992 PAGE 000576

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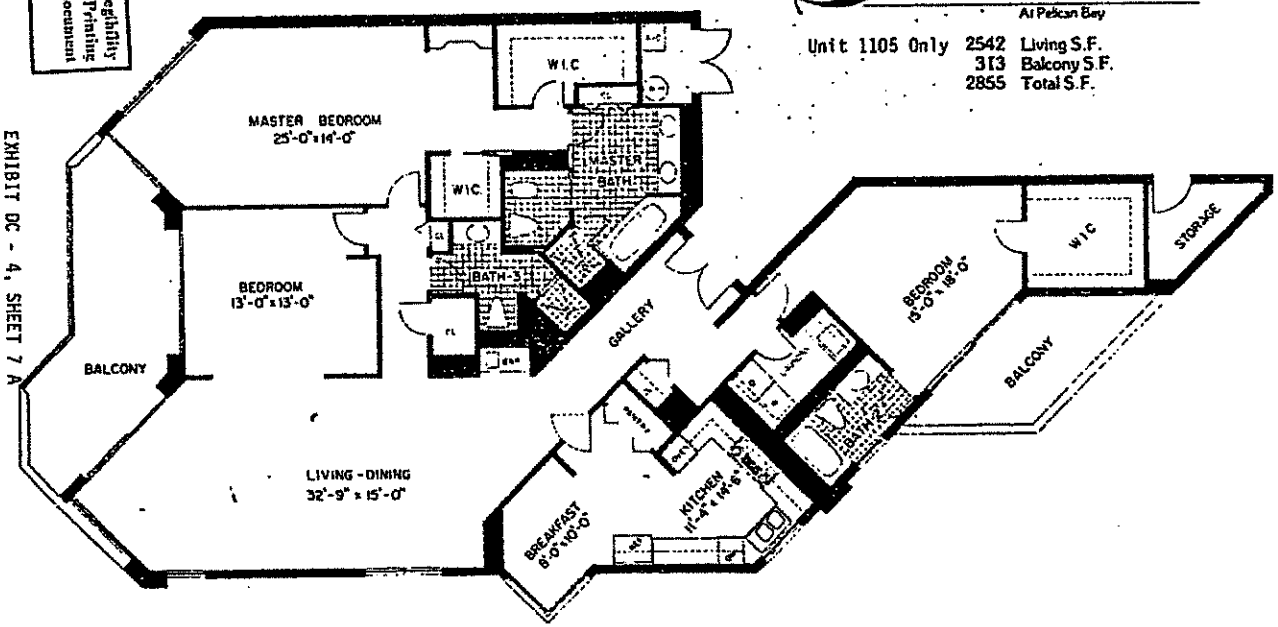
Grosvenor

At Pelican Bay

Unit 1105 Only 2542 Living S.F.
313 Balcony S.F.
2855 Total S.F.



All dimensions are approximate. Plans and specifications are subject to change to permit use of finest and latest materials and design

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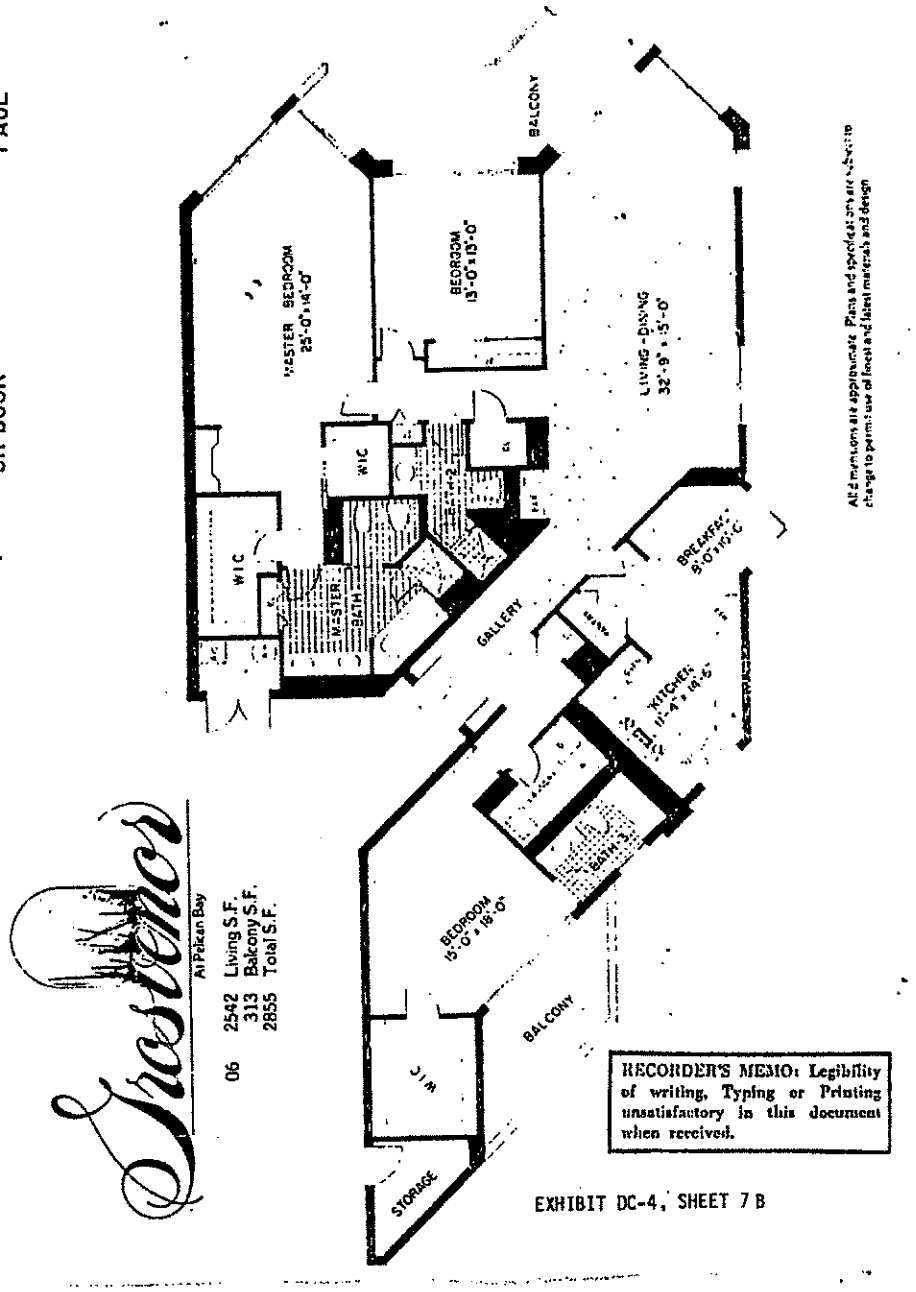

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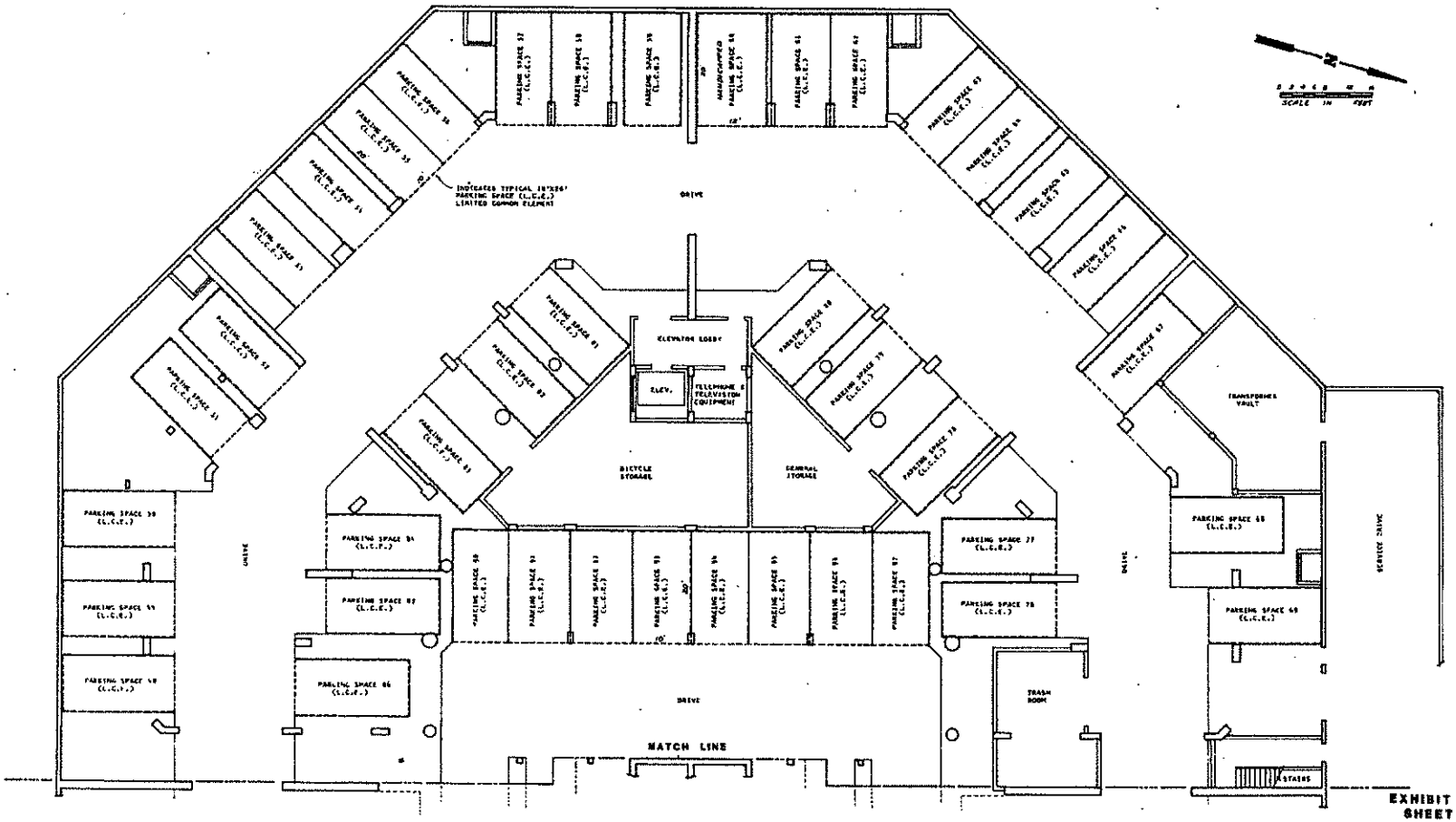

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ENGINEERS & SURVEYORS NAPLES, FLORIDA

EXHIBIT DC-4
SHEET 8

GROSVENOR, A CONDOMINIUM

1st LEVEL PARKING PLAN (WEST PORTION)

FILE NUMBER 4L-256
SHEET 9 OF 11

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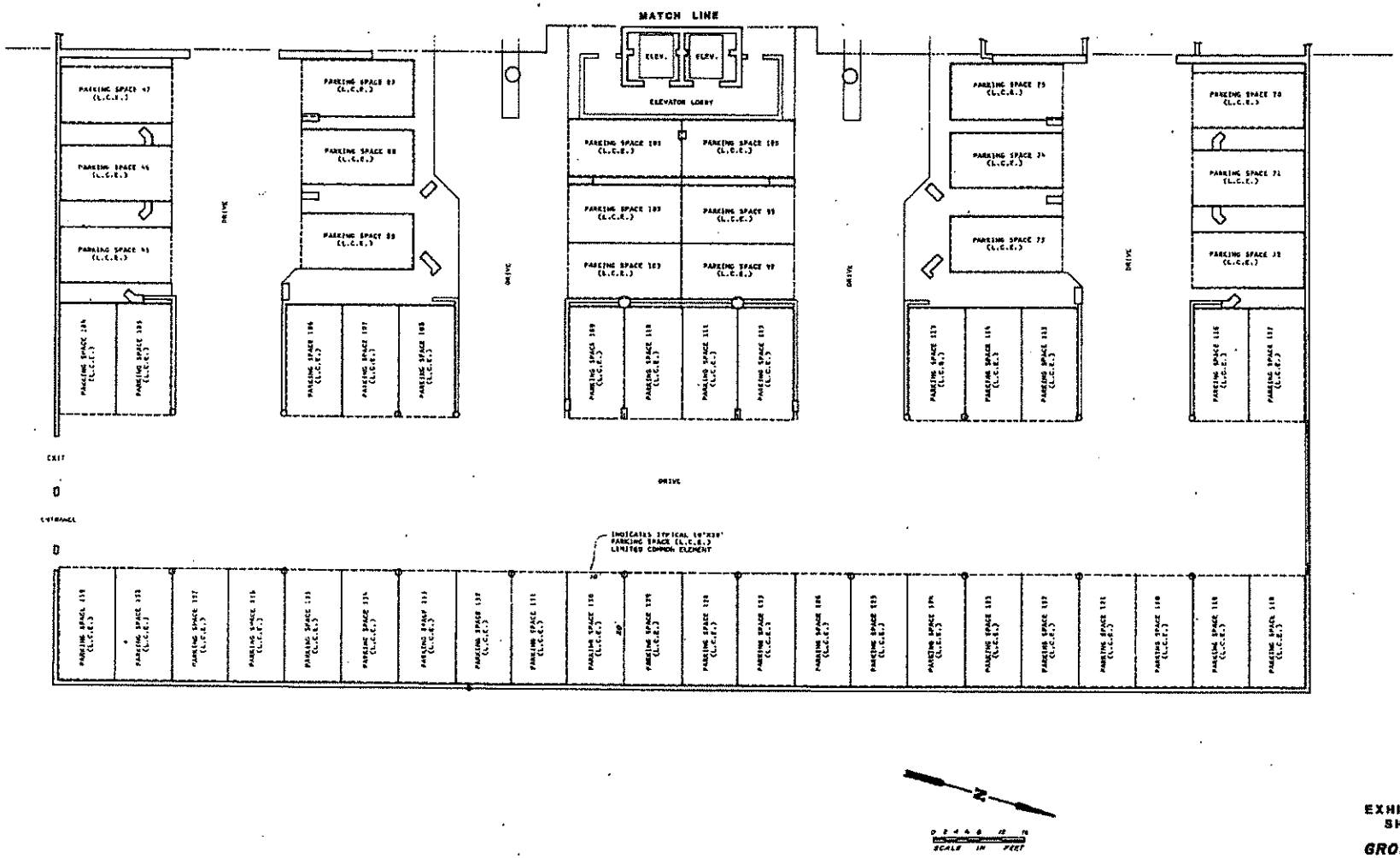

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ENGINEERS • SURVEYORS NAPLES, FLORIDA

EXHIBIT DC-4
SHEET 8A

GROSVENOR, A CONDOMINIUM

1st LEVEL PARKING PLAN
(EAST PORTION)

FILE NUMBER 4L-256
SHEET 10 OF 11

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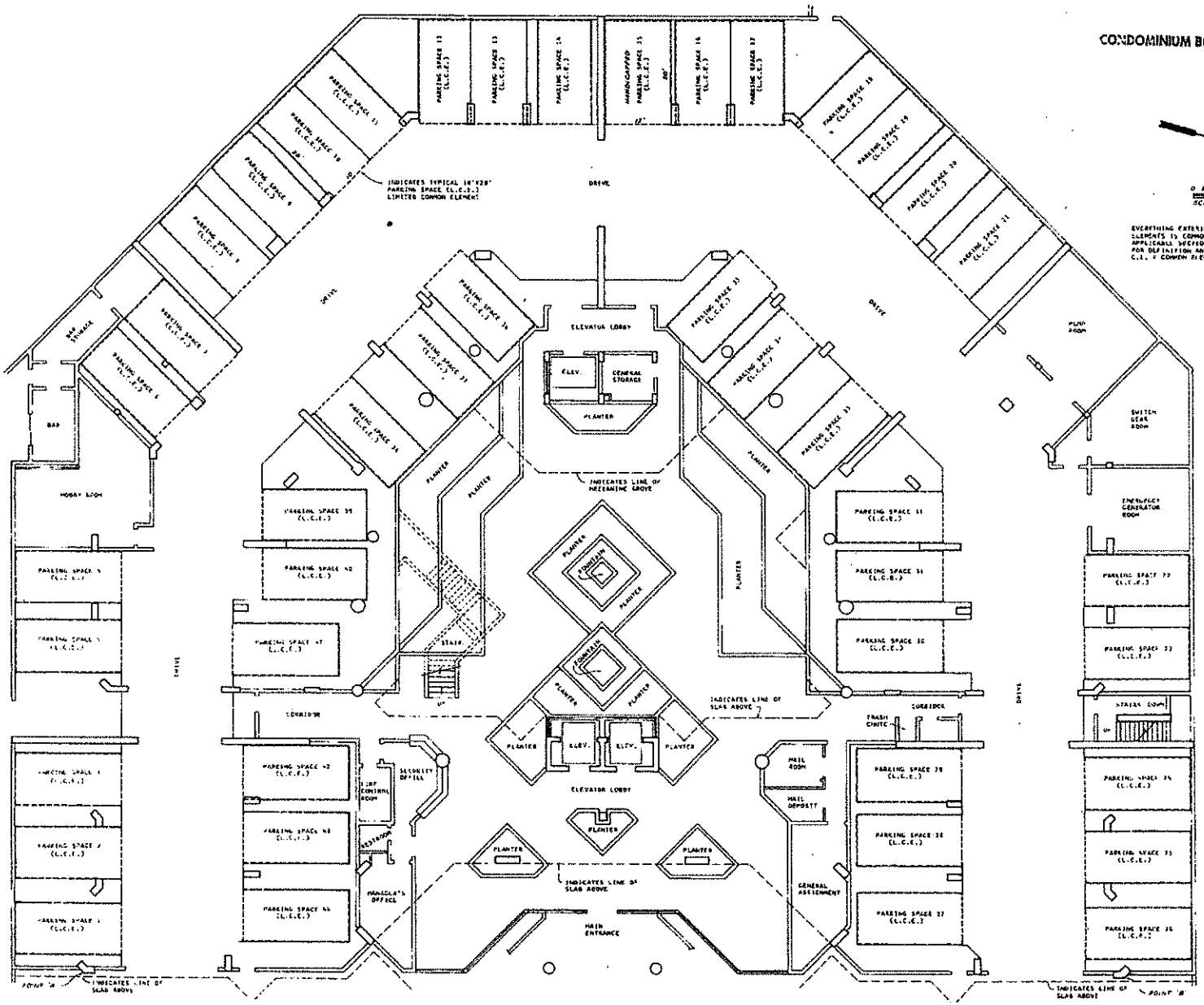

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SCALE IN FEET

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EXHIBIT DC-4
SHEET 9

GROSVENOR, A CONDOMINIUM

2nd LEVEL PARKING PLAN

FILE NUMBER 4L-256
SHEET 11 OF 11

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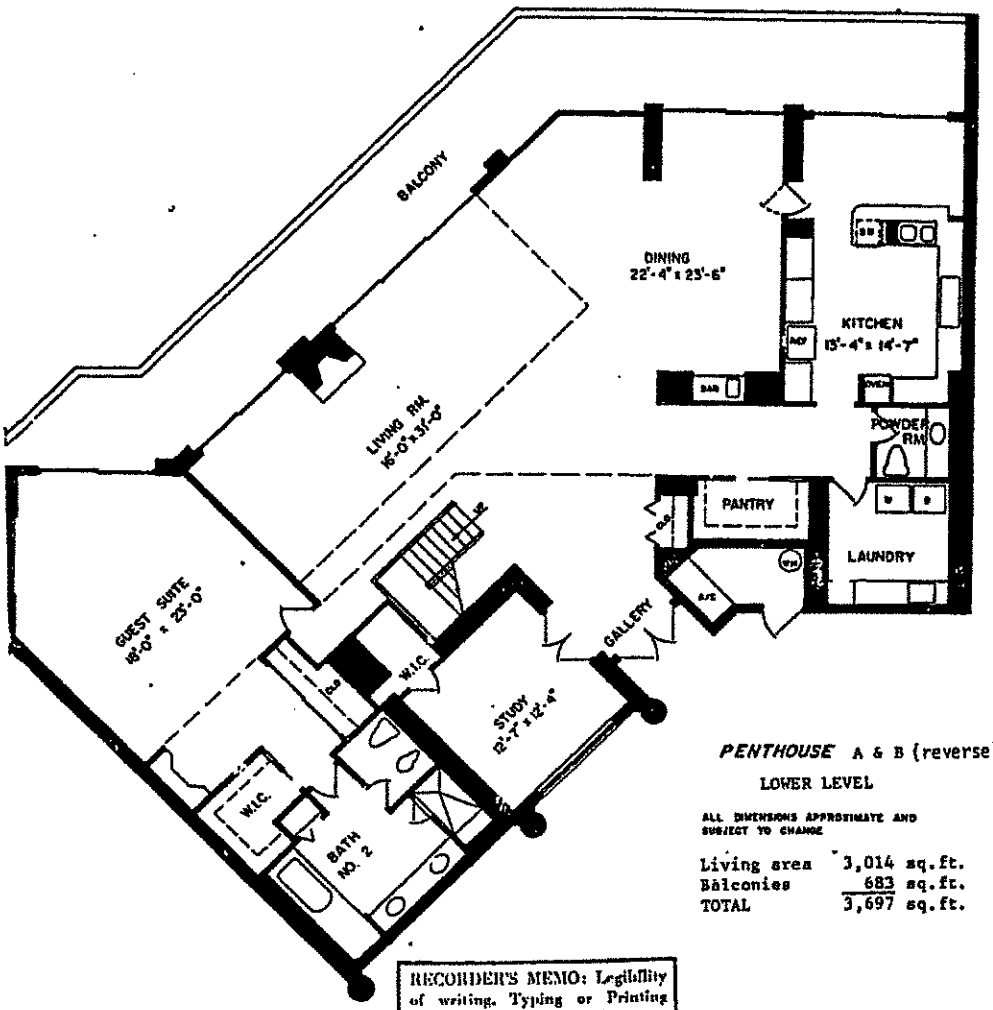

PENTHOUSE A & B (reverse)

LOWER LEVEL

ALL DIMENSIONS APPROXIMATE AND SUBJECT TO CHANGE

Living area	3,014 sq.ft.
Balconies	683 sq.ft.
TOTAL	3,697 sq.ft.

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EXHIBIT DC-4, SHEET 10

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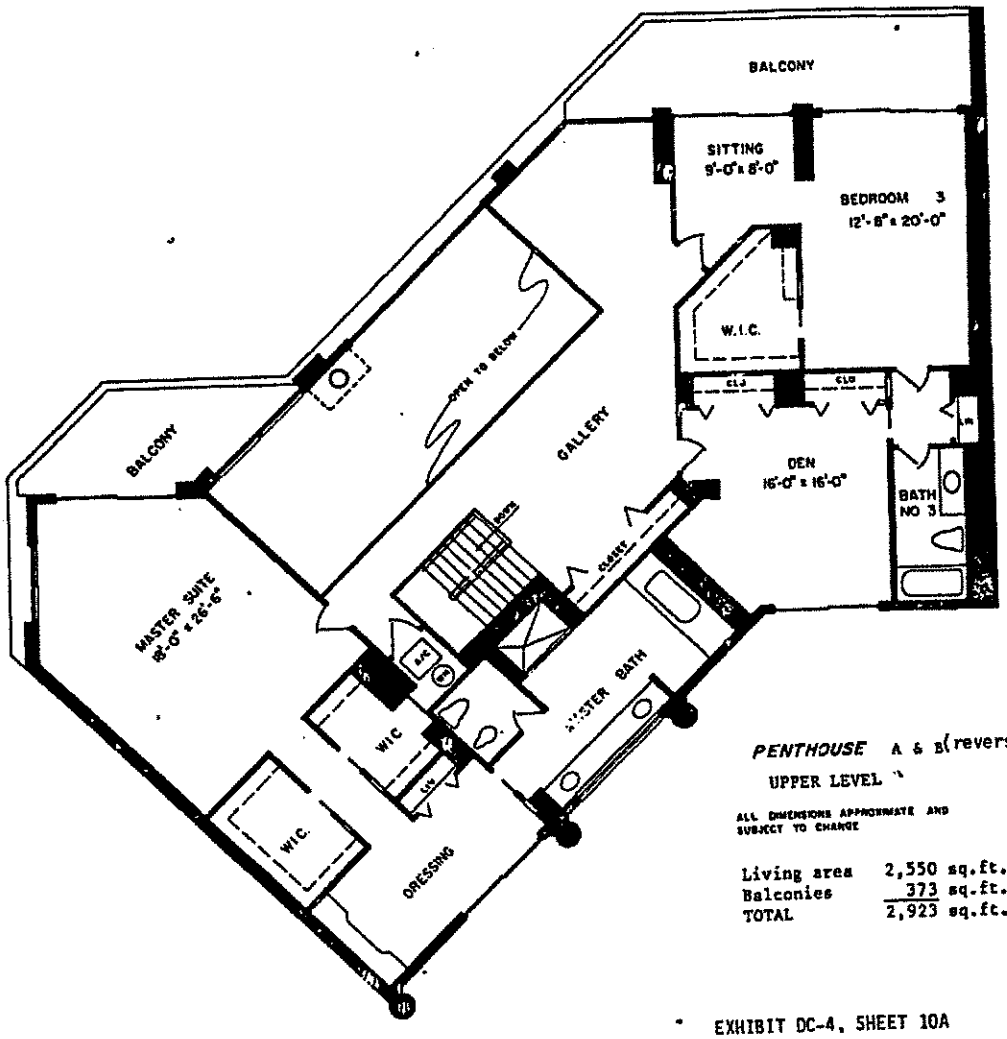

PENTHOUSE A & B(reverse)

UPPER LEVEL

ALL DIMENSIONS APPROXIMATE AND SUBJECT TO CHANGE

Living area	2,550 sq.ft.
Balconies	373 sq.ft.
TOTAL	2,923 sq.ft.

EXHIBIT DC-4, SHEET 10A

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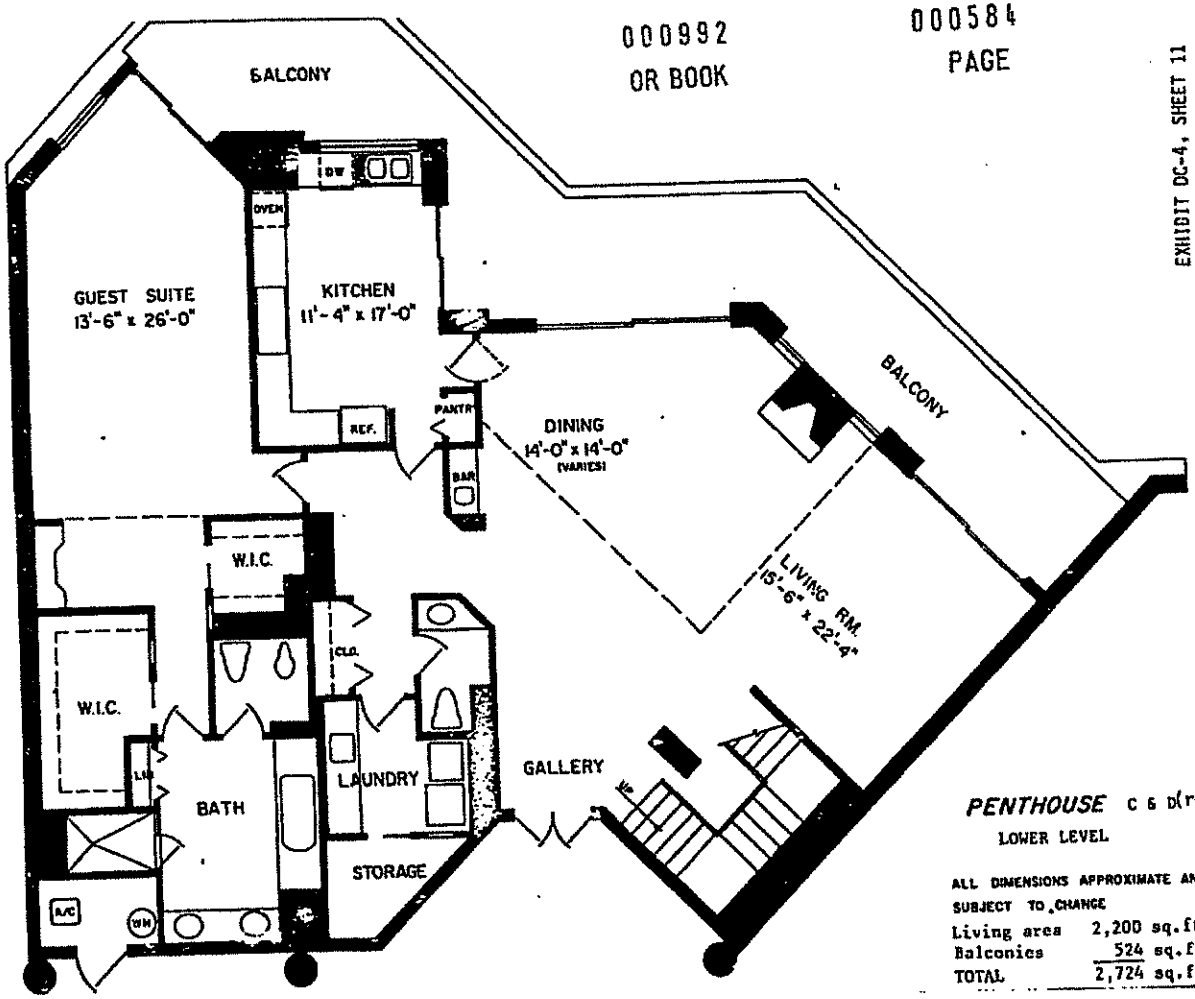
EXHIBIT DC-4, SHEET 11



PENTHOUSE C & D(reverse)

LOWER LEVEL

ALL DIMENSIONS APPROXIMATE AND SUBJECT TO CHANGE

Living area	2,200 sq.ft.
Balconies	524 sq.ft.
TOTAL	2,724 sq.ft.

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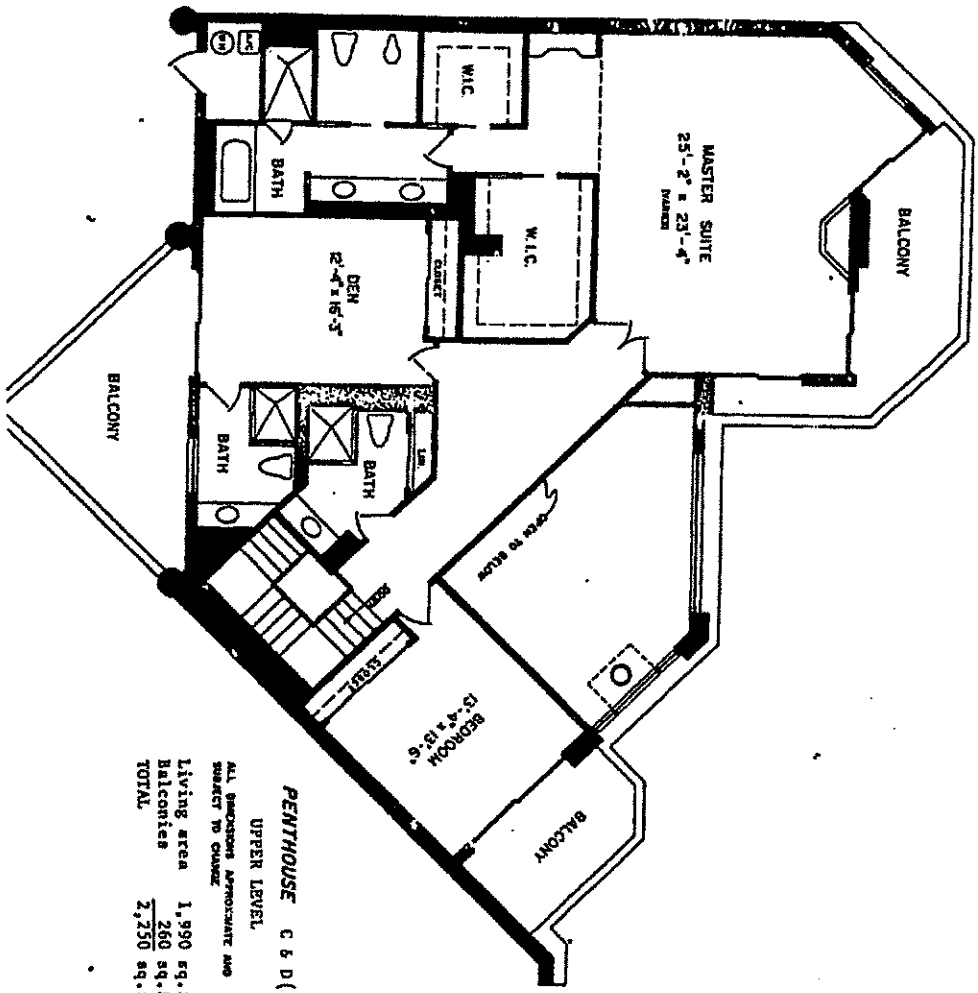

PENTHOUSE C & D (reverse)

UPPER LEVEL

ALL DIMENSIONS APPROXIMATE AND SUBJECT TO CHANGE

Living area	1,990 sq. ft.
Balconies	260 sq. ft.
TOTAL	2,250 sq. ft.

EXHIBIT DC-4, SHEET 11A

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Grosvenor

At Pelican Bay

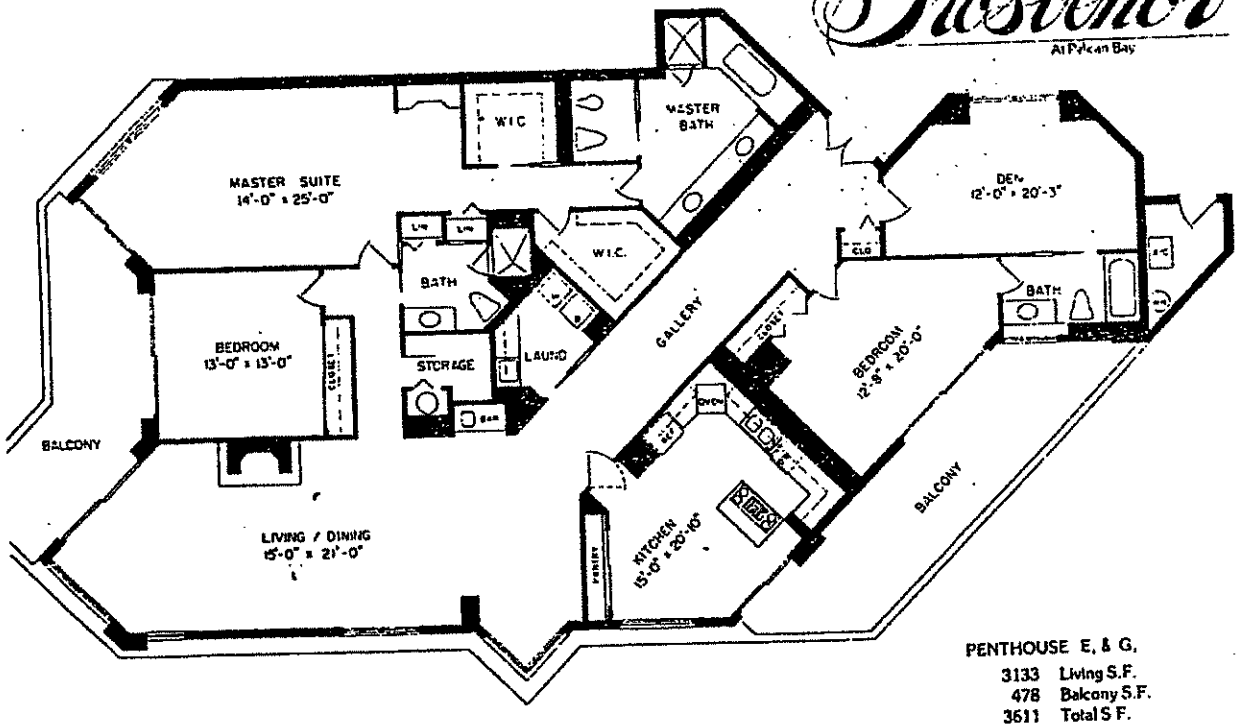

EXHIBIT DC-4, SHEET 12

PENTHOUSE E, & G,

3133 Living S.F.
478 Balcony S.F.
3611 Total S.F.

PENTHOUSE F & H (reverse)

All dimensions are approximate. Plans and specifications are subject to change to permit use of finest and latest materials and design

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State of Florida

Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on April 3, 2018, for GROSVENOR OF PELICAN BAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 758495.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fourth day of April, 2018

Ken Detzner
Secretary of State

CR2EO22 (1-11)

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

THIRD AMENDED AND RESTATED

ARTICLES OF INCORPORATION
OF
GROSVENOR OF PELICAN BAY CONDOMINIUM ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of Grosvenor of Pelican Bay Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on May 22, 1981 are hereby amended, and restated in their entirety as amended. 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 previously amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Grosvenor of Pelican Bay Condominium Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association," is Grosvenor of Pelican Bay Condominium Association, Inc., and its address is 6001 Pelican Bay Boulevard, Naples, Florida 34108.

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 Grosvenor, 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 earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer of the Association. 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, except as expressly limited or modified by these Articles, the Declaration of Condominium, the Bylaws or Chapter 718, Florida Statutes, as they may be amended from time to time, including but not limited to the following:

(A) To make and collect Assessments and other Charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(B) To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.

THE MURRELL LAW FIRM, P.A. ■ Attorneys at Law ■ 1044 Castello Drive, Suite 106 ■ Naples, FL 34103
Phone (239) 302-3607 ■ Fax (239) 302-3609

(C) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property and other property acquired or leased by the Association for use by Unit Owners,

(D) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, Directors, and members as Unit Owners.

(E) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety, and welfare of the Unit Owners.

(F) To approve or disapprove the leasing transfer, mortgaging, ownership, and possession of Units as may be provided by the Declaration.

(G) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Property.

(H) To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

(I) To employ personnel to perform the services required for proper operation of the Condominium.

(J) To make contracts and if necessary, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

(K) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if such agreements or use interests are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.

Condominium Property. All funds and the title of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

Distribution of Income. The Association shall make no distribution of income to its members, Directors or officers.

ARTICLE III

MEMBERSHIP:

(A) The members of the Association shall be the record owners of legal title to one or more units in the Condominium, as further provided in the Bylaws. After termination of the Condominium, the members shall consist of those who were members at the time of such termination and their successors in interest.

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(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 the Owner's 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) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

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

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors 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 written petition, signed by at least twenty-five percent (25%) of the voting interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board or Unit Owners, 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.

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(C) Vote Required. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.

(D) Effective Date. An amendment shall become effective upon proper filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida, with the same formalities as required by law for recording an amendment to the Bylaws.

(E) Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the of the Declaration of Condominium. Whenever Chapter 718, Florida Statutes (2017), 607, Florida Statutes (2017), 617, Florida Statutes (2017), or other applicable statutes or administrative regulations, as amended from time to time, are to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Articles as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2017), or such other statutes or administrative regulations as required for the operation of the Association.

ARTICLE VIII

REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT: The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from to time.

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CERTIFICATE

The undersigned, being the duly elected and acting President of Grosvenor of Pelican Bay Condominium Association, Inc., hereby certifies that the foregoing amendment and restatement of the Articles of Incorporation was approved and adopted by a vote of two-thirds (2/3rds) of the voting interests of the Association present (in person or by proxy) and voting at a meeting of the members held on March 21, 2018, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote was sufficient for their amendment.

Executed this 28 day of March, 2018.

GROSVENOR OF PELICAN BAY CONDOMINIUM ASSOCIATION, INC.

Arthur Kirsch, President
6001 Pelican Bay Blvd., #702
Naples, FL 34108

Attest:

Kathryn Pruim, Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

Subscribed to before me this 28 day of March, 2018 by Arthur Kirsch, as President of Grosvenor of Pelican Bay Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

CYNTHIA A. FARNHAM
MY COMMISSION #GG104045
EXPIRES: MAY 14, 2021
Bonded through 1st State Insurance

Cynthia A. Farnham
Signature of Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

Subscribed to before me this _____ day of March, 2018 by Kathryn Pruim, as Secretary of Grosvenor of Pelican Bay Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or did produce _____ as identification.

CYNTHIA A. FARNHAM
MY COMMISSION #GG104045
EXPIRES: MAY 14, 2021
Bonded through 1st State Insurance

Cynthia A. Farnham
Signature of Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

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

THIRD AMENDED AND RESTATED

BYLAWS

OF

GROSVENOR OF PELICAN BAY CONDOMINIUM ASSOCIATION, INC.

1. GENERAL. These are the Amended and Restated Bylaws of Grosvenor of Pelican Bay Condominium Association, Inc., hereinafter the "Association," a corporation not for profit organized under the laws of Florida for the purpose of operating a residential condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at the Condominium, 6001 Pelican Bay Boulevard, Naples, Florida or at such other place within the county in which the Condominium is located, as the Board of Directors may determine.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document where a seal may be required.

1.3 Definitions. The terms used herein shall have the same definitions as stated in the Declaration of Condominium to which these Bylaws are attached as Exhibit DC-6.

2. MEMBERS. The members of the Association are the record owners of legal title to the Units. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Unit solely for purposes of determining use rights. If a Unit is subject to a life estate, the life tenant is deemed the Unit Owner, and joint life tenants are deemed joint Owners for the purposes of this provision. Membership becomes effective upon the occurrence of the last to occur of the following events.

(A) Designation of a primary occupant, if required, as provided for in Section 15. of the Declaration of Condominium.

(B) Approval of the transfer of ownership by the Board of Directors as provided for in Section 15. of the Declaration of Condominium.

(C) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Unit in the member.

(D) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

The failure to comply with the prerequisites set forth in (B) through (D) above shall not release the Unit Owner from the obligation to comply with the Condominium Documents, but shall otherwise preclude such

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Unit Owner from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

2.1 Voting Rights; Voting Interests. The members of the Association are entitled to one (1) vote for each Unit owned by them. However, if a Unit is owned by the Association, the Association may not vote for the Unit. The total number of votes ("voting interests") is equal to the total number of Units for which votes may be cast. The vote of a Unit is not divisible. If a Unit is owned by one (1) natural person, that person's right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two (2) or more natural persons who are not acting as joint trustees, or if the Owner of a Unit is not a natural person or is a trustee, the vote of that Unit shall be cast by the Unit's Primary Occupant, designated as set forth in Section 15.1 of the Declaration.

2.2 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in Section 2.1 above, unless the joinder of all record Owners is specifically required.

2.3 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 for in Section 2. above, and the membership of the prior Owner shall thereby be automatically terminated.

2.4 Termination of Membership. 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 that member's membership, nor does it impair any rights or remedies the Association may have against any former Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, each year during the months of February or March at a day, 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, ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special meetings of the members 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 ten percent (10%) of the votes of the entire membership. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the members making the request. Special members' meetings shall be held in the county in which the Condominium is located. Business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings. Notices of all meetings of the members must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery if a written waiver

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of mailing is obtained, or may be provided by electronic transmission in the manner set forth in Section 617.0141, Florida Statutes, to the extent that a Member has consented to receive notices by electronic transmission and has not revoked such consent. Any such consent to receiving electronic transmissions shall be deemed revoked if: the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. Notice of a meeting called to recall a member or members of the Board of Directors shall not be given by electronic transmission. The member bears the responsibility for notifying the Association of any change of address, facsimile number or electronic mail address. The notice must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. If the Association is informed that a Unit has been transferred after notice has been mailed, no separate notice to the new Owner is required. Notice of any meeting may be waived in writing by any person entitled to receive such notice. 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.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting together with a detailed agenda shall be posted in a conspicuous place on the condominium property or Association property or may be provided by electronic broadcast to the members for at least fourteen (14) continuous days prior to the annual meeting. Broadcast Notice is permitted as long as it is broadcast four times every broadcast hour for the fourteen (14) days. The notice and agenda for the annual meeting shall also be sent by first class mail to each Owner, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the annual meeting may be delivered in person if a written waiver of mailing is obtained.

3.5 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least one-third (1/3) of the votes of the entire membership.

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 Electronic Voting. Pursuant to Section 718.128 of the Condominium Act, the Association may conduct elections and other Unit Owner votes through an internet-based online voting system if a Unit Owner consents, in writing, to online voting and if the following requirements are met:

(A) The Association provides each Unit Owner with:

(1) A method to authenticate the Unit Owner's identity to the online voting system;

(2) For elections of the Board of Directors, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot; and

(3) A method to confirm, at least 14 days before the voting deadline, that the Unit Owner's electronic device can successfully communicate with the online voting system.

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(B) The Association uses an online voting system that is able to:

(1) Authenticate the Unit Owner's identity;

(2) Authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;

(3) Transmit a receipt from the online voting system to each Unit Owner who casts an electronic vote;

(4) For elections of the Board of Directors, permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Unit Owner;

(5) Store and keep electronic votes accessible to election officials for recount, inspection and review purposes.

(C) A Unit Owner voting electronically pursuant to Section 718.128 of the Condominium Act shall be counted as being in attendance at the meeting for purposes of determining a quorum. A substantive vote of the Unit Owners may not be taken on any issue other than the issues specifically identified in the electronic vote, when a quorum is established based on Unit Owners voting electronically pursuant to Section 718.128 of the Condominium Act.

(D) The Board of Directors must adopt a resolution that provides for and authorizes an online voting system pursuant to Section 718.128 of the Condominium Act. Such resolution must: provide that Unit Owners receive notice of the opportunity to vote through an online voting system; establish reasonable procedures and deadlines for Unit Owners to consent, in writing, to online voting; and establish reasonable procedures and deadlines for Unit Owners to opt out of online voting after giving consent. Written notice of a meeting at which the resolution will be considered must be mailed, delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium Property or Association Property at least fourteen (14) days before the meeting. Evidence of compliance with the fourteen (14) day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the Association's official records.

(E) A Unit Owner's consent to online voting is valid until the Unit Owner opts out of online voting according to the procedures established by the Board of Directors pursuant to (D) above.

3.8 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish that person's presence and cast that person's vote by proxy. Only Unit Owners or the spouse of a Unit Owner may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as an eligible proxy holder. Proxies may not be used in electing Directors. "Limited proxies" shall be used for votes taken to waive reserves or financial statement requirements, to amend the condominium documents, and for all other matters for which the Condominium Act requires or permits a vote of the members. "General proxies" may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but 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

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of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote for the Unit, and specify the date, time and place of the meeting for which it is given, and must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Any copy, facsimile transmission or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission or other reproduction is a complete reproduction of the entire proxy. No proxy is valid if it names more than one person proxyholder, but the proxyholder has the right, if the proxy so provides, to substitute another person to hold the proxy.

3.9 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, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

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

(A) Counting of ballots in Election of Directors (if necessary)
(B) Call of the roll or determination of quorum
(C) Reading or disposal of minutes of last members' meeting
(D) Reports of Officers
(E) Reports of Committees
(F) Unfinished Business
(G) New Business
(H) Adjournment

3.11 Minutes. Minutes of all meetings of the members, and of the Board of Directors, shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times, and for at least seven (7) years after the meeting. Minutes should be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.12 Parliamentary Rules. Roberts' Rules of Order (latest edition) may govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws, as determined by the Board of Directors. 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.

3.13 Action by Members Without Meeting. Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect on the date the requisite number of written consents are received, as if on the date the requisite number of written consents are received the action had been approved by vote of the members at a meeting of the members held on said date. Within ten (10) days after the date the requisite number of

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consents is received, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this section, the list of Unit Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

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, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of five (5) Directors. All Directors shall be Unit Owners or the spouse of a Unit Owner. When a Unit is owned by a corporation, a partnership, or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the Primary Occupant shall be eligible for Board membership. Settlers, grantors and beneficiaries of a trust, and the spouses of such persons, shall be considered eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors shall be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained and it is the desire of the Members to implement a two-year staggered directorate. To implement and maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

4.2 Additional Qualifications. Each Director must be a Unit Owner or the primary occupant of a Unit, or the spouse or non-spouse companion of the Owner or primary occupant. Co-Owners of a Unit may not serve as members of the Board at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of vacancy. A person who has been suspended or removed from the Board by the Division of Florida Condominiums, Timeshares and Mobile Homes (hereinafter the "Division") or who is delinquent in the payment to the Association of any fee, assessment or monetary obligation is not eligible for Board membership and may not be a candidate for the Board. Convicted felons must wait at least five (5) years after their civil rights have been restored before being eligible to be a candidate for the Board. A Board Member may not serve more than four (4) consecutive two (2) year terms, unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. Candidates must meet all other requirements and restrictions for candidacy provided for by the Condominium Act.

4.3 Elections. In each annual election the members shall elect by written, secret ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

(A) First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver, or electronically transmit to Unit Owners who so consent, to each Unit Owner entitled

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to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or electronic transmission or included in another Association mailing, delivery or electronic transmission, including regularly published newsletters. Any Unit Owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election. Notice shall be deemed effective when received by the Association. A person must be eligible to be a candidate to serve on the Board of Directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board of Directors. Candidates may not be nominated from the floor at the meeting at which the election is to be held.

(B) Second Notice; Candidate Information Sheets. If there are more candidates than there are Directors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by Section 3.3 above. Upon timely request of a candidate, the Association shall include a "candidate information sheet" (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

(C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. 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 (1) vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes may be broken by agreement among the candidates who are tied, by lot or by any other method required or permitted by law. If there is no agreement, the Association shall proceed with a runoff election pursuant to the rules adopted by the Division.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

(A) Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors, even though the remaining Directors constitute less than a quorum, or by the sole remaining Director. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of that Director's predecessor in office. If a vacancy is not so filled or if no Director remains, the replacement may be elected by the members or, on the petition of any member, by appointment of the Circuit Court of the county where the Condominium is located.

(B) If a vacancy occurs on the Board as a result of an increase in the number of Directors or a recall in which less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum, but only for a term of office continuing until the next annual election of Directors by the members, at which time the members shall elect a successor to fill the remaining unexpired term, if any.

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(C) If vacancies occur on the Board as a result of a recall, and a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division, which provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall, but prior to the recall election.

(D) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under §617.0807 or otherwise, may be filled before the vacancy occurs. However the new Director may not take office until the vacancy occurs.

4.5 **Recall and Removal of Directors.** Any or all Directors may be recalled, with or without cause, by a majority vote of the entire membership, either by a written petition or at a meeting called for that purpose no earlier than sixty (60) days after the Directors have been elected and no later than sixty (60) days before the next election. The recall of one or more Directors shall occur in accordance with the provisions and requirements of Rules 61B-23.0027 and 61B-23.0028, Florida Administrative Code, as amended from time to time. If a meeting is held or a petition is filed for the removal of more than one (1) Director, the question shall be determined separately as to each Director sought to be recalled. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days after the date of notice of the meeting. Directors or officers who are ninety (90) days delinquent in payment of regular assessments shall be deemed to have abandoned the office. A director or officer charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office and cannot be appointed or elected while charges are pending. If there is no finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office.

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

4.7 **Other Meetings.** Meetings of the Board may be held at such time and place in the county in which the Condominium is located, as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or electronic transmission at least two (2) days before the day of the meeting.

4.8 **Notice to Owners.** Except as otherwise provided by law or elsewhere in this Section 4., all meetings of the Board of Directors shall be open to attendance by the Unit Owners. The right of Owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so. Twenty percent (20%) of the voting interests may petition the Board to address an item of business as an agenda item at its next regular Board meeting or at a special meeting of the Board that must be held no later than sixty (60) days after receipt of the petition. Notice of meetings of the Board of Directors may be given by electronic transmission to Unit Owners who consent to receive notice by electronic transmission. A notice and agenda of all Board meetings must be posted conspicuously on the condominium property or Association property for at least forty-eight (48) continuous hours in advance of each meeting, except in an emergency, and subject to the following special circumstances:

(A) Assessment to be Considered; Rules Regarding Unit Use. Notice of any Board meeting at which assessments against Unit Owners are to be considered for any reason shall specifically contain a

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statement that assessments will be considered and disclose the nature of such assessments, estimated cost, and description of the purposes for such assessments. Notice of any Board meeting at which a non-emergency special assessment will be considered or at which amendments to rules regarding Unit use will be considered must also be mailed, delivered, or electronically transmitted to the Owners of each Unit and posted conspicuously on the condominium or Association property at least fourteen (14) days before the meeting, except in an emergency, and an affidavit of mailing must be retained as proof of mailing.

(B) Budget Meetings. Notice of any Board meeting held to formally adopt a budget, or to amend a previously adopted budget, must be mailed, delivered or electronically transmitted to Unit Owners who so consent, to the Unit Owners as further provided in Section 6.2 below.

(C) Meetings with Association Legal Counsel. Meetings between either the Board or a committee, and Association legal counsel, regarding proposed, impending or ongoing litigation, to the extent the meeting is held for the purpose of seeking or rendering legal advice regarding that litigation, may be held without notice to Unit Owners and may be closed.

(D) Meetings to Discuss Personnel Matters. Meetings of the Board held for the purpose of discussing personnel matters may be closed to the Unit Owners.

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

4.10 Quorum of Directors. A quorum at a Board meeting exists only when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation in a meeting by such means is equivalent to presence in person. Directors may not vote or participate in Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

4.11 Vote Required for Action. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists 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 and abstains from voting is deemed to have neither voted in favor or against the action. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.12 Adjourned Meetings. A 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 originally as called.

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

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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 related to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Notice of meetings of committees may be given by electronic transmission to Unit Owners who consent to receive notice by electronic transmission. Meetings of a committee for the purpose of taking final action on behalf of the Board, or to make recommendations to the Board regarding a budget, must be noticed and conducted with the same formalities as are required for Board meetings in Section 718.112(2)(c), Florida Statutes, as amended. To the greatest extent permitted by law, meetings of all other committees are exempt from this requirement, but those other committees may voluntarily post notices of their meetings and open such meetings to attendance by Unit Owners.

4.16 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of Florida generally, the Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when such is specifically required. The powers of the Directors shall include, but shall not be limited to, the following:

(A) To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against Owners to defray the costs of the Association.

(B) To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

(C) To Maintain The Condominium Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.

(D) To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.

(E) To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

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

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(G) To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and to interpret said Condominium Documents, as the final arbiter of their meaning.

(H) To Contract. The Directors may contract for management, maintenance, and operation of the Condominium.

(I) To Insure. The Directors shall carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718, Florida Statutes, both as amended from time to time.

(J) To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominium and not billed to Owners of individual Units.

(K) To Hire and Discharge. The Directors may employ personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

(L) To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

(M) To Deal in Real and Personal Property. The Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its officers and to purchase, own, lease, convey, and encumber real and personal property. The Directors may grant easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

(N) To Enter Into Contracts for Products and Services. All contracts for the purchase, Lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves), except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section.

(O) To Levy Fines.

(P) To Appoint Committees.

(Q) To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a

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licensed electrical contractor or electrician as evidence of compliance of the condominium Units with the applicable Fire and Life Safety Code.

(R) To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the Unit Owner's agreement to execute appropriate documentation regarding same.

(S) To Exercise Emergency Powers

4.17 Emergency Powers. In the event of any "emergency" as defined in Section 4.16 (N) 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, and Section 718.1265 Florida Statutes, as amended from time to time.

(A) The Board may conduct Board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, public service announcements, and conspicuous posting on the condominium property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this paragraph.

(B) The Board may cancel and reschedule any Association meeting.

(C) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

(D) The Board may relocate the Association's principal office or designate alternative principal offices.

(E) The Board may enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

(F) The Board may implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer, or security systems; or air conditioners.

(G) The Board may, based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the condominium property unavailable for entry or occupancy by Unit Owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

(H) The Board may require the evacuation of the condominium property in the event of a mandatory evacuation order in the locale in which the condominium is located. Should any Unit Owner or other occupant of a condominium fail or refuse to evacuate the condominium property where the Board has

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required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

(I) The Board may, based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the condominium property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the declaration.

(J) The Board may mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the condominium property, even if the Unit Owner is obligated by the declaration or law to insure or replace those fixtures and to remove personal property from the Unit.

(K) The Board may contract, on behalf of any Unit Owner or Owners, for items or services for which the Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the condominium property. In such event, the Unit Owner or Owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its lien authority provided by Section 718.116, Florida Statutes to enforce collection of the charges. Without limitation, such items or services may include the drying of Units, the boarding of broken windows or doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the property.

(L) The Board may, regardless of any provisions to the contrary, levy special assessments without a vote of the Owners.

(M) The Board may, without Owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient.

(N) 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 any of the following:

(1) a state of emergency declared by the Governor pursuant to Section 252.36 Florida Statutes or by local civil or law enforcement authorities

(2) a hurricane warning

(3) a partial or complete evacuation order

(4) a federal or state "disaster area" status

(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, or other similar event.

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An "emergency" also exists for purposes of this Section during any period of time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. A good faith determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

The special emergency powers authorized above shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners and the Unit Owner's family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs.

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 a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of all Directors at any meeting. Any person, except the President, may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice President. Any officer may resign at any time by giving written notice to the Corporation and unless otherwise specified therein, the resignation shall become effective upon receipt. Directors or officers who are ninety (90) days delinquent in payment of any monetary obligation due the Association shall be deemed to have abandoned the office. A director or officer charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office and cannot be appointed or elected while charges are pending. If there is no finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office.

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. The President shall execute bonds, mortgages and other contracts or documents requiring the execution 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. The President shall not serve in excess of two (2) consecutive terms.

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 standing committees when required. He shall give, or cause to be given, proper notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring

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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. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated.

5.6 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 or her 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 or her 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 5.6 (A) above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him or her 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 Section 5.6.

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(D) Miscellaneous. The indemnification provided by this Article 5. 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 or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 5. may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

(G) Delegation. To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

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 federally insured accounts or investments with such 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.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses in advance 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, delivered or electronically transmitted to the Owner of each Unit not less than fourteen (14) days before that meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications, including without limitation those specified in Section 718.504(21(c) of the Condominium Act, if applicable. The Association may utilize the pooled method of determining reserves in its budget.

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, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditure or deferred maintenance item with a current estimated cost of $10,000 or more. The amount to be reserved shall be computed by a formula based upon estimated remaining life and replacement cost of each item. These reserves must be funded unless the members of the Association have, by a majority vote of those present in person or by proxy at a duly called meeting of the Association, determined to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required in Section 6.2 above. Reserves funded under this paragraph, and any interest thereon, shall be used only for the

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purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority of the voting interests present, in person or by limited proxy, at a members' meeting called for the purpose. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserves for other purposes must contain the following statement in large, bold caps: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

6.4 Other Reserves. In addition to the statutory reserves described in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements, deferred maintenance or special projects. The purpose of these 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 each year. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the members at least fifteen (15) days prior to the due date. Failure to send or receive such notice does not excuse the obligation to pay. The quarterly installments shall be equal in size, except that if an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered, discussed or proposed shall be given as provided in Section 4.8 above and the notice to the Owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. The President, Secretary and Treasurer, and all other persons who are authorized to sign checks or have access to Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds is a common expense.

6.8 Financial Statements. Not later than ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and completed financial statements for the year, prepared by an independent certified public accountant, meeting the requirements of Section 718.111(13), Florida Statutes. Within twenty-one (21) days after the financial statements are received by the Association from the accountant, the Association shall distribute to the Owners a copy of the statements or provide notice that a copy will be distributed without charge to any Owners providing written request for a copy. These full reporting requirements of Section 718.111(13), Florida Statutes, may be waived for no more than three (3) consecutive fiscal years pursuant to the Statute. A waiver for one (1) or two (2) consecutive fiscal years will be effective if approved by at least a majority of the voting interests present in person or by proxy at a meeting called for the purpose and held prior to the end of a fiscal year.

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

6.10 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

7. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each Unit Owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Unit Owners, and uniformly applied and enforced.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in Section 20. of the Declaration of Condominium, the following shall apply:

8.1 Fines; Suspensions. The Board of Directors may levy reasonable fines for the failure of the Unit Owner or the Unit's occupant, licensee, or invitee to comply with any provision of the Condominium Act, the Declaration, the Association Bylaws, or reasonable rules of the Association. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law, and no fine may be levied against an unoccupied Unit. Unless the Condominium Act is amended: (i) a fine may not exceed $100.00 per violation (except that a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing); (ii) a fine may not in the aggregate exceed $1,000.00; and (iii) a fine may not become a lien against a Unit.

The Board of Directors may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee to use the common elements, common facilities, or any other Association property for a reasonable period of time to deter future violations or if for failure to pay monetary obligations due to the Association, until such time as the monetary obligations are paid. The procedure for imposing fines and/or suspensions not related to delinquency in monetary obligations due to the Association shall be as follows:

(A) A fine or suspension may not be imposed by the Board of Directors unless the Board first provides at least fourteen (14) days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners who are neither board members nor persons residing in a board member's household. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not agree, the fine or suspension may not be imposed.

(B) If an Owner is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid. For such non-payment of monetary obligations, no notice or hearing is required.

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(C) If an Owner is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, and the monetary obligation exceeds $1,000, the Association may suspend the Unit Owner's right to vote by providing the Unit Owner written notice, at least thirty (30) days before the effective date of such suspension.

8.2 Mandatory Non-Binding Arbitration. In the event of any dispute as defined in Section 718.1255(1) of the Condominium Act, between a Unit Owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Condominiums, Timeshares, and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

8.3 Availability of Remedies. Each member, for the member, the member's 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 right of the majority to enjoy the condominium property free from unreasonable disruptions 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, or by written petition to the Board, signed by at least one-fourth (1/4th) of the 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 specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law.

9.4 Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate reciting the facts of its adoption, which certificate shall be executed by officers 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. The certificate must identify the book and page of the Public Records where the Declaration of Condominium was originally recorded.

9.5 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (2017), Chapter 607, Florida Statutes (2017), Chapter 617, Florida Statutes

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(2017), or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2017), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

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 between these Bylaws and the Declaration of Condominium or Articles of Incorporation should exist or arise, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

11. VOTING IN MATTERS RELATED TO FOUNDATION. The members of this Association, by virtue of ownership of a dwelling Unit within Pelican Bay, are entitled to one vote in the affairs of the Pelican Bay of Naples Foundation, Inc. for each Unit owned by them. The Bylaws of the Foundation require condominium Associations within Pelican Bay to authorize a representative to cast collective votes of the Unit Owners at meetings of the Foundation members. The President of this Association, or the President's designee, shall be the authorized representative of this Association to cast the collective 101 votes of the members of this Association at any regular, annual or special meeting of the Foundation. If the President has sufficient notice of the nature of matters to be voted on at a Foundation meeting, the President may instruct the Secretary to poll the members of the Association. Upon receipt of the results of such poll, the President or the President's designee shall cast the collective 101 votes of the members in the manner voted by the majority who responded to the poll. Whenever the President does not have the Secretary conduct such a poll, the President or the President's designee shall cast the collective 101 votes at the Foundation meeting in the manner directed by the Board of Directors, or if such direction is not provided, in the manner determined by the President or the President's designee.

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EXHIBIT DC-7

UNIT IDENTIFICATION AND SCHEDULE
OF ASSESSMENTS AND UNDIVIDED
INTERESTS OF EACH UNIT

OR BOOK 000992
PAGE 000619

The following is an identification of the 101 dwelling units in GROSVENOR, a Condominium and a schedule of the undivided interest that each of the units has in the Common Elements and Common Surplus; and, upon ownership of the units by individuals or entities other than the Developer, each unit shall be assessed a proportion of the Common Expenses in the same fractional share:

		Undivided Share per Unit
Floors 18 and 19:	Penthouse A - Penthouse B - Penthouse C Penthouse D - Penthouse E - Penthouse F Penthouse G - and Penthouse H	1/101
Floor 17	1701, 1702, 1703, 1704, 1705, 1706	1/101
Floor 16	1601, 1602, 1603, 1604, 1605, 1606	1/101
Floor 15	1501, 1502, 1503, 1504, 1505, 1506	1/101
Floor 14	1401, 1402, 1403, 1404, 1405, 1406	1/101
Floor 12	1201, 1202, 1203, 1204, 1205, 1206	1/101
Floor 11	1101, 1102, 1103, 1104, 1105, 1106	1/101
Floor 10	1001, 1002, 1003, 1004, 1005, 1006	1/101
Floor 9	901, 902, 903, 904, 905, 906	1/101
Floor 8	801, 802, 803, 804, 805, 806	1/101
Floor 7	701, 702, 703, 704, 705, 706	1/101
Floor 6	601, 602, 603, 604, 605, 606	1/101
Floor 5	501, 502, 503, 504, 505, 506	1/101
Floor 4	401, 402, 403, 404, 405, 406	1/101
Floor 3	301, 302, 303, 304, 305, 306	1/101
Floor 2	201, 202, 203, 204, 205, 206	1/101
Floor 1	101, 102, and 104	1/101

EXHIBIT DC-7