

Retn:
GREENBERG TRAUIG
401 E LAS OLAS BLVD #2000
FT LAUDERDALE FL 33301

This instrument prepared by, or under the supervision of (and after recording, return to):

Brian J. Sherr, Esq.
Greenberg Traurig, P.A.
401 E. Las Olas Boulevard
Suite 2000
Ft. Lauderdale, FL 33301DECLARATION OF CONDOMINIUM
OF
ENCLAVE AT NAPLES, A CONDOMINIUM

TRG WILDWOOD, LTD., a Florida Limited Partnership, hereby declares:

1. Introduction and Submission.

- 1.1 The Land. The Developer owns the fee title to certain land located in Collier County, Florida, as more particularly described in **Exhibit "1"** annexed hereto (the "Land").
- 1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land - but excluding all public or private (e.g. cable television) utility installations therein or thereon - to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.
- 1.3 Name. The name by which this condominium is to be identified is **ENCLAVE AT NAPLES, A CONDOMINIUM** (hereinafter called the "Condominium").

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

- 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.
- 2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the "Association" (as hereinafter defined), as amended from time to time, initially in the form attached hereto and made a part hereof as **Exhibit "5."**
- 2.3 "Assessment" means a share of the funds required for the payment of "Common Expenses" (as hereinafter defined) which from time to time is assessed against the "Unit Owner" (as hereinafter defined).
- 2.4 "Association" or "Condominium Association" means **ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.
- 2.5 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.
- 2.6 "Board" or "Board of Directors" means the board of directors, from time to time, of the Association.
- 2.7 "Building" means the structure(s) in which the "Units" (as hereinafter defined) and the "Common Elements" (as hereinafter defined) are located, regardless of the number of such structures, which are located on the "Condominium Property" (as hereinafter defined).

- 2.8 "By-Laws" mean the By-Laws of the Association, as amended from time to time, initially in the form attached hereto and made a part hereof as **Exhibit "4."**
- 2.9 "Committee" means a group of Board Members, Unit Owners or Board Members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board.
- 2.10 "Common Elements" mean and include:
- (a) The portions of the Condominium Property which are not included within the Units.
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
 - (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.11 "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, this Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) the cost of a master antenna television system or cable television service obtained pursuant to a bulk contract, if any; (c) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house and/or interactive communications and surveillance systems; (d) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property, and (e) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure. Common Expenses shall not include any separate obligations of individual Unit Owners.
- 2.12 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 2.13 "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 other appurtenances to the Unit.
- 2.14 "Condominium Property" means the Land, Improvements and other property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.
- 2.15 "County" means the County of Collier, State of Florida.
- 2.16 "Covenants" means the Declaration of Master Covenants, Conditions, and Restrictions for Wildwood Lakes. 2.17 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as same may be amended from time to time.
- 2.18 "Developer" means **TRG WILDWOOD, LTD., a Florida Limited Partnership**, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.
- 2.19 "Dispute", for purposes of Section 19.1, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this

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

- 2.20 "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.
- 2.21 "First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as a lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of First Mortgagees" shall mean and refer to First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by First Mortgagees are appurtenant.
- 2.22 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.
- 2.23 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 2.24 "Primary First Mortgagee" means the First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other First Mortgagee.
- 2.25 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.26 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.
- 2.27 "Property Owners Corporation" means the Wildwood Lakes Community Association, Inc., a Florida corporation not for profit, which is the entity that is given certain right and obligations of administration and maintenance, amongst others, under and pursuant to the Covenants.

3. Description of Condominium.

- 3.1 Identification of Units. The Land has constructed thereon certain improvements containing a total of three hundred eighty (380) Units divided among nineteen (19) buildings. Each such Unit is identified by a separate numerical designation. The designation of each of such Units is set forth on **Exhibit "2"** attached hereto. **Exhibit "2"** consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said **Exhibit "2"**, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.
- 3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
- (i) Upper Boundaries. The horizontal plane of the undecorated finished ceiling. In a Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.
 - (ii) Lower Boundaries. The horizontal plane of the undecorated finished floor. In a Unit containing a room in which the floor is raised above the level of the floor in the rest of the Unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal surface of the floor.
 - (iii) Interior Divisions. Except as provided in subsections (i) and (ii) above, no part of the floor of the middle or upper floor(s), ceiling of the middle or lower floor(s) stairwell adjoining floors or nonstructural interior walls shall be considered a boundary of the Unit.
- (b) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows, stationary windows and skylights, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent materials and all framing and casings therefore shall be included in the boundaries of the Unit.
- (d) Boundaries - Further Defined. The Boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and those surfaces above the undecorated and/or unfinished surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit, and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.
- (e) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as **Exhibit "2"** hereto shall control in determining the boundaries of a Unit, except that the provisions of Section (c) above shall control unless specifically depicted and labeled otherwise on such survey.
- 3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:
- (a) Balconies. Any balcony (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit to the exclusion of others shall be a Limited Common Element of such Unit. The Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Element, with the owner of the Unit to which they are appurtenant responsible for the general cleaning, plant care and the upkeep of the appearance of the area(s).
 - (b) Parking Spaces, Parking Garage Spaces, Carport Spaces. Each parking space, parking garage space and carport space shown on **Exhibit "2"** hereto shall be a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described herein. Developer hereby discloses that there is less than one (1) parking garage space per Unit and less than one (1) carport space per unit, and, therefore, some Unit Owners may not have the exclusive right to use a parking garage space or carport space. Developer hereby reserves the right to assign, with or without consideration, the exclusive right to

use any parking space, parking garage space and/or carport space located within the Common Elements of the Condominium not otherwise assigned to a Unit Owner to one or each Unit, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit to which it is assigned. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). A Unit Owner may assign the Limited Common Element parking space, parking garage space and/or carport space assigned to his Unit to another Unit by written instrument delivered to (and to be held by) the Association. Notwithstanding any provision to the contrary contained in this Declaration, only a Unit Owner shall have the right to be assigned a parking space, parking garage space or carport space. In the event a Unit Owner shall sell or otherwise transfer such Unit Owner's Unit to which a parking space, parking garage space or carport space shall be assigned, and such Unit Owner shall not, in connection with and included as part of the sale or other transfer of the Unit, sell or otherwise transfer such parking space, parking garage space or carport space to the purchaser (or transferee) of such Unit, then, prior to such sale or other transfer of such Unit, the parking space, parking garage space and/or carport space must first be offered for sale to the Association, who may purchase such parking space, parking garage space or carport space for an amount equal to the original price paid by such Unit Owner for such parking space, parking garage space or carport space. All parking spaces that have not been assigned pursuant to this section shall be Common Elements and will be used by Unit Owners, visitors, guests and licensees on a "first-come, first-served" basis in common with all other Unit Owners in accordance with this Declaration. In addition to the foregoing, any consideration to be paid by a Unit Owner for such parking space, parking garage space or carport space shall be paid directly to the Developer and shall be treated in the same manner as the purchase price payable by a third party to the Developer for a Unit shall be treated.

- (c) Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet or ground slab) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). The maintenance of any such equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned. Without limiting the foregoing, each air conditioning unit (and all equipment and fixtures constituting an individual air conditioning system) located on the Condominium Property which serves one Unit shall be deemed a Limited Common Element of the Unit it serves. The maintenance, repair and replacement of any such equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit to which it serves subject to all procedures and rules and regulations established by the Board.
- (d) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e., any hallway and/or elevator landing serving a single Unit or more than one (1) Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made.

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

- (a) Support. Each Unit and any structure and/or improvement now or hereafter constructed adjacent thereto shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements and/or the Association Property.
- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, and other services and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and

similar systems, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

- (c) **Encroachments.** If (i) any portion of the Common Elements encroaches upon any Unit; (ii) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements; or (iii) any encroachment shall hereafter occur as a result of (1) settling or shifting of the Improvements; (2) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate; or (3) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.
- (d) **Ingress and Egress.** A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, and for each member of the Association shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements and Association Property as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (e) **Maintenance.** The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of undertaking and completing any renovations thereof, or any part thereof, or any addition thereto, or any Improvements or Units owned by the Declarant or otherwise with the consent of the Unit Owner, located or to be located thereon, and/or any improvements located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.
- (f) **Sales Activity.** For as long as there are any Units owned by the Developer, and/or the Developer has any ownership interest in any portion of the Condominium, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements or Association Property for guest accommodations, model apartments and sales, leasing, management, resales and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property and Association Property signs and other promotional material to advertise Units for sale or lease.
- (g) **Additional Easements.** The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights
- 5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth on **Exhibit "3"** attached hereto.
- 5.2 Voting. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.
6. Amendments. Except as elsewhere provided herein, amendments may be effected as follows:
- 6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess of 66 2/3% of the voting interests of all Unit Owners. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, but their agreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum.
- 6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall consent and join in the execution of the amendment and the amendment is otherwise approved by in excess of 66 2/3% of the voting interests of Unit Owners. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.
- 6.3 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.
- 6.4 By The Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (i) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (ii) to effect a "Material Amendment" which must be approved, if at all, in the manner set forth in Section 6.2 above. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.
- 6.5 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a

certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. Maintenance and Repairs.

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

7.2 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than those Limited Common Elements to be maintained by the Unit Owners as provided above) and Association Property shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units.

8. Additions, Improvements or Alterations by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$125,000 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate \$125,000 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.

The Association may enter into a bulk contract for a master antenna television system or for cable television service. The costs of such master antenna television system or cable television service are Common Expenses.

9. Additions, Alterations or Improvements by Unit Owner.

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, his Unit or any Limited Common Element without the prior written consent of the Board of Directors. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after

such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor to perform the work. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

- 9.2 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding the foregoing restrictions of this Section 9 shall not apply to Developer-owned Units and/or improvements made thereto. The Developer shall have the right, without the consent or approval of the Board of Directors or other Unit Owners, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand, alter or add to all or any part of the recreational facilities, if any. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.2 shall be adopted in accordance with Section 6 and Section 10 of this Declaration, so long as said amendments are made by the Developer pursuant to Florida Statute Sections: 718.104, 718.403 and 718.504 (6) (7) and (9).
10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of paragraph 9.2 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Section 6.4, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment,

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

11. Operation of the Condominium by the Association; Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (which Articles and By-Laws, by this reference are specifically incorporated herein), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to close hurricane shutters in the event of the issuance of a storm watch or storm warning.
- (b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing.
- (f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium and Association Property.
- (g) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, subject to Section 8 hereof. Real property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors alone; provided that the requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso regarding the debt incurred) shall also apply to the acquisition of real property; provided, further, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.
- (h) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the Bylaws,

Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

- 11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9.1 hereof.
- 11.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.
- 11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 11.6 Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:
- (a) Assessment of the Developer as a Unit Owner for capital improvements;
 - (b) Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.
12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium and the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.

13. Collection of Assessments.

- 13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.
- 13.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:
- (a) "Special Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.
- (b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.

Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed \$125,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

- 13.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at fifteen percent (15%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, interest thereon and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association and the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the next Assessment installments due for the remainder of the Budget year to be accelerated and immediately due and payable. In the event that the amount of such installments changes during the remainder of the Budget year, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

- 13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 13.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.
- 13.6 First Mortgagee. A First Mortgagee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments (or installments thereof) that became due prior to the First Mortgagee's receipt of the deed. However, the First Mortgagee's liability is limited to a period not exceeding six (6) months, but in no event does the First Mortgagee's liability exceed one percent (1%) of the original mortgage debt. The First Mortgagee's liability for such expenses or Assessments does not commence until thirty (30) days after the date the First Mortgagee received the last payment of principal or interest. In no event shall the First Mortgagee be liable for more than six (6) months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of title to the Unit by the First Mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. A First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.
- 13.7 Developer's Liability for Assessments. During the period from the date of the recording of this Declaration until the earlier of the following dates (the "Guarantee Expiration Date"): (a) the last day of the twelfth (12th) full calendar month following the recording of this Declaration, or (b) the date that control of the Association is transferred to Unit Owners other than the Developer as provided in the By-Laws and the Act, the Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by the Developer, provided: (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than the Developer prior to the Guarantee Expiration Date shall not increase during such period over the amounts set forth on **Exhibit "6"** attached hereto; and (ii) that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners and/or from income of the Association. After the Guarantee Expiration Date, the Developer shall have the option of extending the guarantee for eight (8) additional six (6) month periods, or paying the share of Common Expenses and Assessments attributable to Units it then owns. Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this subsection, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the Guarantee Expiration Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Act.
- 13.8 Certificate of Unpaid Assessments. Within fifteen (15) days after written request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 13.9 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, assessments will be collected monthly.

- 13.10 Application of Payments. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
14. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:
- 14.1 Purchase, Custody and Payment.
- (a) Purchase. All insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
 - (b) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
 - (c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
 - (d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
 - (e) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.
- 14.2 Coverage. The Association shall maintain insurance covering the following:
- (a) Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policies) and all Improvements located on the Common Elements and the Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all furniture, furnishings, Unit floor coverings, wall coverings and ceiling coverings, other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners, and all electrical fixtures, appliances, air conditioner and heating equipment, water heaters and built-in cabinets, to the extent that any of same are required to be repaired or replaced by the Unit Owners. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
 - (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a

cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees.

- (c) Workmen's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance covering the Common Elements, Association Property and Units if required by the Primary First Mortgagee or FNMA/FHLMC, or if the Association so elects.
- (e) Fidelity Insurance, covering all persons who control or disburse Association funds and the president, secretary, and treasurer of the Association, such insurance to be in an amount not less than the maximum amount of funds that will be in the custody of the Association or its management agent at any one time.
- (f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

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

Every casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

- 14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may (or if required by FNMA/FHLMC, shall) obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 14.5 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors as provided in Section 14.10 below, and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:
 - (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying

within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.

- (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
- (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.5 above, and distributed first to all First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.
- 14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.
- 14.9 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.
- 14.10 Appointment of Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.
- 14.11 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

15. Reconstruction or Repair After Fire or Other Casualty.

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

If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

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

- 15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and, if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.
- 15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.
- (a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
- (i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by a First Mortgagee which is a beneficiary of an

insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

- (ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.
- (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

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

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

16. Condemnation.

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds

from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

- 16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.
- 16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit.
 - (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
 - (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:
 - (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
 - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.
- 16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Payment of Award. The awards shall be paid first to the applicable First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
 - (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the

taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
- (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by subsection (c) hereof (the "Percentage Balance"); and
 - (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection (c) hereof, by the Percentage Balance.

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

- (d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

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

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided, in accordance with all applicable county and state codes, ordinances and regulations. No Unit Owner shall be permitted to utilize his/her Unit or any portion of his/her Unit or Units as an office for professional or commercial purposes unless (a) the Unit Owner obtains an occupational license for such use and is otherwise fully in compliance with all applicable laws, statutes, codes, ordinances and other agreements with government and quasi-governmental offices and (b) such use will not unduly disturb in the sole discretion of the Board of Directors (e.g., without limitation, excessive visitors

and/or deliveries) other Unit Owners' quiet enjoyment of their home and the Common Elements. Except for subsection (b), above, the foregoing provision shall not apply to home offices which are solely staffed by a Unit Owner who is a natural person and/or his or her immediate family.

- 17.2 Children. Children shall be permitted to be occupants of Units, but are restricted in certain activities. See the Rules and Regulations attached to the By-Laws.
- 17.3 Pet Restrictions. Each Unit Owner may keep no more than two (2) household pets not to exceed thirty-five pounds (35 lbs) each in his Unit, subject to the terms hereof, and provided that any pet does not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. Any dog, regardless of its weight, which resides in a particular Unit pursuant to its owner's lease prior to its owner's purchase of the Unit is permitted to remain in the Unit until its demise, but still subject to all other pet restrictions herein. A determination by the Board that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. Except for the household pets which may be maintained in Units, no other animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept in any Unit. No pet may be kept, bred or maintained for any commercial purpose. No dogs or other pets shall be permitted to have excretions on any Common Elements, except areas designated by the Association, if any, and Unit Owners shall be responsible to clean up any such excrement. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. **ALL PETS SHALL BE KEPT ON A LEASH NO GREATER THAN EIGHT FEET (8') IN LENGTH OR CARRIED BY A RESPONSIBLE PERSON WHEN NOT IN THE APPLICABLE RESIDENCE OR IN A SECURED FENCED-IN YARD, IF ANY.** Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter do not become a source of annoyance to neighbors. Without limiting the generality of Section 19 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. No pets shall be maintained in any limited common element parking garage.
- 17.4 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to Section 11 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements and/or Association Property, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Unit, without obtaining the prior written consent of the Association. Curtains, blinds, shutters, levelors or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than four and one-half feet (4.5') by six feet (6'), that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration, rules or requirements dealing with flags or decorations.
- 17.5 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In that regard, each Unit Owner agrees that it is the intention of the Developer that the stairwells of the Buildings are intended for ingress and egress in the event of emergency only, and as such are constructed and may be left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. Similarly, the garages and utility pipes serving the Condominium are intended solely for functional purposes, and as such may be left unfinished without regard to the aesthetic appearance of same. The foregoing is not intended to prohibit the use of the stairwells, garages, and utility pipes for any other proper purpose.
- 17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration shall be deemed a nuisance. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or

requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

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

17.8 Leases. No portion of a Unit (other than an entire Unit) may be rented. Leasing of Units shall not be subject to the prior written approval of the Association, but each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. Leasing of Units shall not be subject to the prior approval of the Association, provided, however, that (i) the Association must receive notice of the leasing of a Unit not less than five (5) days prior to the commencement of the lease term (together with a copy of the applicable lease); and (ii) no lease shall be valid if the lessor is delinquent in the payment of Assessments to the Association (or becomes delinquent during the lease term) or has an outstanding fine (or incurs a fine which is not paid within five days following the adoption of same). No lease of a Unit shall be for a period of less than one (1) month.

Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefor. All leases are subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. If so required by the Association, any tenant requiring to lease a Unit may be required to place in escrow with the Association a reasonable sum, not less than \$150.00, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

17.9 Weight and Sound Restriction. Unless installed by the Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms. The Board shall not approve the installation of any hard and/or heavy surface floor coverings (for which approval is required) unless the aggregate sound isolation and acoustical treatment carries a minimum Sound Transmission Classification (STC) and Impact Isolation Class (IIC) rating of 48. The installation of the foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Installation of hard surfaced floor coverings (other than by the Developer) or in any other areas are to receive sound absorbent, less dense floor coverings, such as carpeting. Use of a hard and/or heavy surface floor covering in any other location must be submitted to and approved by the Board and also meet applicable

structural requirements. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the building. No water beds shall be permitted in a Unit. Unit owners shall carry appropriate insurance to insure against any loss due to objects or materials in their Unit of excessive weight including but not limited to bookcases or pianos. A letter or certification of a structural engineer licensed in Florida may be required. Further, no flammable objects, including chemicals and the like, will be stored in the Unit or common elements. The Board will have the right to specify the exact material to be used on balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. **Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.**

No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.

- 17.10 Exterior Improvements. Without limiting the generality of Sections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than four and one-half feet (4.5') by six feet (6'), that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration, rules or requirements dealing with flags or decorations.
- 17.11 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in Section 11.1(a) hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units to the Association to use in the performance of its functions. No Owner shall change the locks to his Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit.
- 17.12 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.
- 17.13 Effect on Developer. Subject to the following exceptions, the restrictions and limitations set forth in this Section 17 shall not apply to the Developer nor to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance and marketing activities.
18. Selling, Leasing and Mortgaging of Units. Subject to the provisions of this Declaration, each Unit Owner shall have the right to sell, lease or mortgage his Unit without restriction, except as provided in section 17.8 herein. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual

usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

19. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1 Mandatory Nonbinding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

19.2 Negligence and Compliance. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Section 19.2 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

20. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Primary First Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County.

This Section may not be amended without the consent of the Primary First Mortgagee and the Developer as long as it owns any Unit.

21. Additional Rights of Mortgagees and Others.
- 21.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.
- 21.2 Amendments. Subject to the other provisions of this Declaration and except as provided elsewhere to the contrary, an amendment directly affecting any of the following shall require the approval of a Majority of First Mortgagees: (a) voting rights; (b) assessments, assessment liens or the priority of assessment liens; (c) reallocation of interests in the Common Elements (including Limited Common Elements) or rights to their use; (d) redefinition of Unit boundaries; (e) conversion of Units into Common Elements or Common Elements into Units; (f) expansion or contraction of the Condominium; (g) restoration or repair of the Condominium after a casualty or partial condemnation; (h) any action to terminate the Condominium after casualty or condemnation; and (i) any provision that expressly benefits mortgage holders, insurers or guarantors as a class.
- 21.3 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of:
- (a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
 - (b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;
 - (c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
 - (d) any proposed action which requires the consent of a specified number of mortgage holders.
- 21.4 Additional Rights. First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.
22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.
23. Disclaimer of Warranties. **Developer hereby disclaims any and all express or implied warranties as to design, construction, sound transmission, furnishing and equipping of the Condominium Property, except only those set forth in section 718.203 of the Act, to the extent applicable and to the extent that same have not expired by their terms. As to such warranties which cannot be disclaimed, and to other claims, if any, which can be made as to the aforesaid matters, all incidental and consequential damages arising therefrom are hereby disclaimed.**
- All unit owners, by virtue of acceptance of title to their respective units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages.**
24. Covenants. The Covenants encumber the larger community of Wildwood Lakes (the "Community") described therein which the Condominium is a part of. The Covenants impose certain covenants, restrictions and easements upon the Community to provide for the use,

maintenance and upkeep of the common areas described therein and the Community. The common areas defined and described in the Covenants include, but are not limited to, the roads and entranceways in and to the Community. Owners are given easements of ingress and egress over such roads and entranceways. Further, the Covenants provide that the expenses of the Property Owners Corporation, including, but not limited to, the expenses associated with the common areas and assessments will be assessed against all Owners in the Community, including, but not limited to, the Unit Owner, all as more fully set forth therein. The Property Owners Corporation is given the right and obligation under the Covenants to lien Units and to foreclose same in the event of nonpayment of such assessments, all as more fully set forth therein.

25. Intentionally Deleted.

26. Additional Provisions.

- 26.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.
- 26.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 26.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 26.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 26.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 26.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 26.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 26.8 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- 26.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the

provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

- 26.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.
- 26.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 26.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 26.13 Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their 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 Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;
 - (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, County and/or any other jurisdiction or the prevention of tortious activities; and
 - (c) the provisions of the Association 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 Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) 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 hereby. As used herein, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the 7th day of February, 2005

Signed in the presence of

TRG WILDWOOD, LTD., a Florida Limited Partnership

By: P.A.B. Development, L.L.C., general partner

Name

[Signature]

By:

Valerie E Kaan
VALERIE E KAAN

Name:

Chris Schuck

Address

4044 W. Lake Mary Blvd
Unit 104
Lake Mary, FL 32746

STATE OF FLORIDA

COUNTY OF Seminole

) SS:

The foregoing Declaration was acknowledged before me, this 7th day of February, 2005, by Valerie Kaan as Managing Member of TRG Wildwood, LTD., a Florida Limited Partnership, on behalf of said entity. He is personally known to me or has produced Driver's License as identification.

Name

Wendy Faber

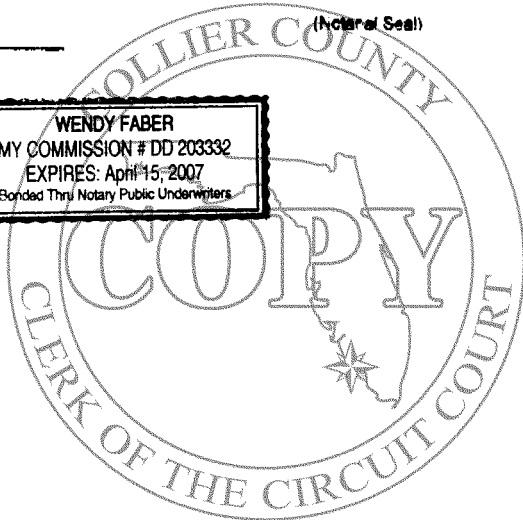
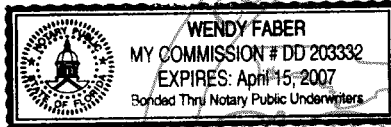
Notary Public, State of Florida

Commission No. DD 203332

My Commission Expires:

4/15/07

(Notary Seal)

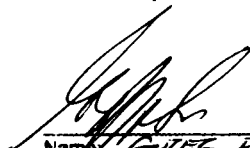
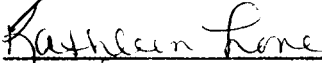


JOINDER

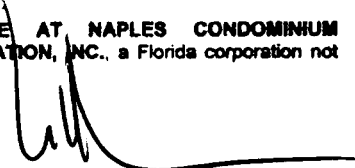
ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 8 day of FEB 2005.

Witnessed by:


Name: GILES ROBINSON

Name: KATHLEEN LOVE

ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

By: 
William Harkins, President

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF FLAGLER) SS:

The foregoing joinder was acknowledged before me this 8th day of February, 2005, by William Harkins, as President of ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. He/she is personally known to me or was produced _____ as identification.

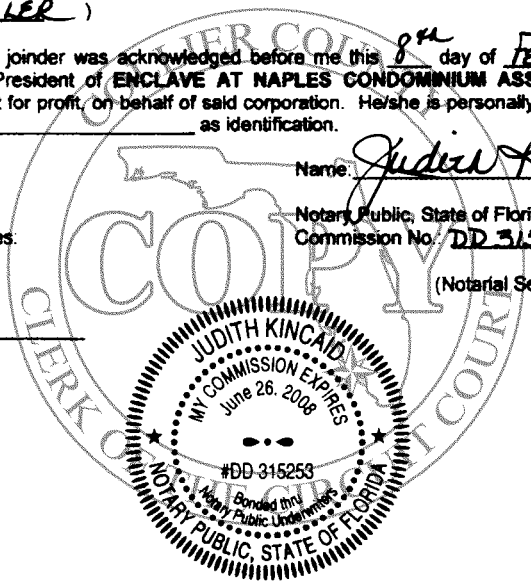
Name: Judith Kincaid

Notary Public, State of Florida
Commission No. DD 315253

My Commission Expires:

6/26/08

(Notarial Seal)



CONSENT OF MORTGAGEE

THIS CONSENT is given as of the 1st day of February, 2005 on behalf of Mountain Funding, LLC ("Mortgagee"), being the owner and holder of that certain mortgage given by TRG WILDWOOD, LTD., a Florida Limited Partnership ("Mortgagor") dated as of Dec. 7, 2004, and recorded Dec. 8, 2004 in Official Records Book 3693 at Page 0418 of the Public Records of Collier County, Florida (as amended or modified, the "Mortgage").

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the Declaration of ENCLAVE AT NAPLES, A CONDOMINIUM (the "Declaration").

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of ENCLAVE AT NAPLES, A CONDOMINIUM (the "Condominium"), and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or the prospectus, (if any) or other documents issued in connection with the promotion of the Condominium. None of the representations contained in the prospectus, (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent is limited to the purposes and requirements of Section 718.104, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first above written.

Witnessed by: [Signature] Mountain Funding, LLC
By: [Signature]

Name: Brenda Durbin Name: Arthur Nerd
Title: Managing Director

Candie Blackmon (Corporate Seal)

Name: Candie Blackmon Address: 11600 N. Community House Rd
St. 250
Charlotte, NC 28277

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 1st day of February, 2005, by Arthur Nerd as Managing Director of Mountain Funding, LLC on behalf of said bank. He/she is personally known to me or has produced _____ as identification.

Misty Pomer
Name: Misty Pomer
Notary Public, State of North Carolina
Commission No. _____

My Commission Expires: 5/7/08

CONSENT OF MORTGAGEE

THIS CONSENT is given as of the 8th day of February, 2005 on behalf of Mountain Funding, LLC, ("Mortgagee"), being the owner and holder of that certain mortgage given by TRG WILDWOOD, LTD., a Florida Limited Partnership ("Mortgagor") dated as of February 4, 2005, and recorded _____ in Official Records Book, at Page _____ of the Public Records of Collier County, Florida (as amended or modified, the "Mortgage").

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the Declaration of ENCLAVE AT NAPLES, A CONDOMINIUM (the "Declaration").

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of the terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of **ENCLAVE AT NAPLES, A CONDOMINIUM** (the "Condominium"), and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained the Declaration or the prospectus, (if any) or other documents issued in connection with the promotion of the Condominium. None of the representations contained in the prospectus, (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent is limited to the purposes and requirements of Section 718.104, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first above written.

Witnessed by:

Mountain Funding, LLC

C Michael Bagley

Name: C. Michael Bagley

By: [Signature]

Name: Arthur Noid
Title: Managing Director

[Signature]

Name: Brenda A. Durbin

(Corporate Seal)

Address: 1600 N. Community House Rd.
Suite 250
Charlotte, NC 28277

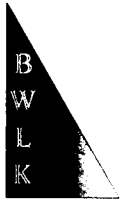
STATE OF North Carolina)
) SS:
COUNTY OF Mecklenburg)

The foregoing instrument was acknowledged before me this 4th day of February, 2005, by Arthur Nevid, as Managing Director of Mountain Funding on behalf of said bank. He she is personally known to me of has produced _____ as identification.

Misty Pova
Name: Misty Pova
Notary Public, State of North Carolina
Commission No. _____

My Commission Expires: 5/7/08.





Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
 Fort Myers, Florida 33919-5910
 email – fmoffice@bwlk.net
 (Ph) 239-481-1331 (Fax) 239-481-1073


Surveyor's Certificate:

I, William E. Bean, a Registered Land Surveyor duly authorized to practice under the laws of the State of Florida, hereby certify that the construction of improvements constituting the Enclave at Naples, a Condominium, is substantially complete so that this Exhibit "2" containing the survey, plot plan and graphic description of improvements, together with the Declaration of Condominium describing the condominium property, present an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each Unit can be determined from these materials.

General Notes:

1. All improvements are existing.
2. Dimensions and elevations as shown hereon are approximate.
3. Interior dividing wall widths vary.
4. Exterior wall widths vary.
5. Subject to all easements set forth in the Declaration of Condominium and all other matters of record.
6. Elevations shown hereon refer to N.O.S. DATUM (1929 NGVD) and are expressed in feet.
7. The definitions set forth in the Declaration of Condominium are incorporated herein.
8. All portions of the Condominium Property not included within the limits of the Units are Common Elements unless otherwise shown or stated.
9. Each parking space is a Common Element unless it has been assigned, in which case it is a Limited Common Element. Each Parking Garage space and Carport space is a Limited Common Element. All balconies are Limited Common Elements. All air conditioning units are Limited Common Elements.
10. Areas within the Unit containing conduits, wiring, ducts, plumbing, bearing walls, structural supports and other such items serving a Unit or Units or Limited Common Elements or Common Elements have been omitted from these drawings for purposes of clarity.
11. The interior dimensions of all Buildings and Units were compiled from plans and data obtained from Albaisa Architects.

Bean, Whitaker, Lutz & Kareh, Inc.

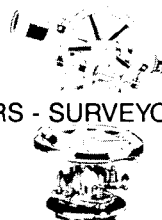
 2-04-05

 William E. Bean, R.L.S. Date
 Florida Certificate No. 3261

32805CERT3 02-03-05

PRINCIPALS
 WILLIAM E. BEAN, PSM, CHAIRMAN
 SCOTT C. WHITAKER, PSM, PRESIDENT
 JOSEPH L. LUTZ, PSM
 AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

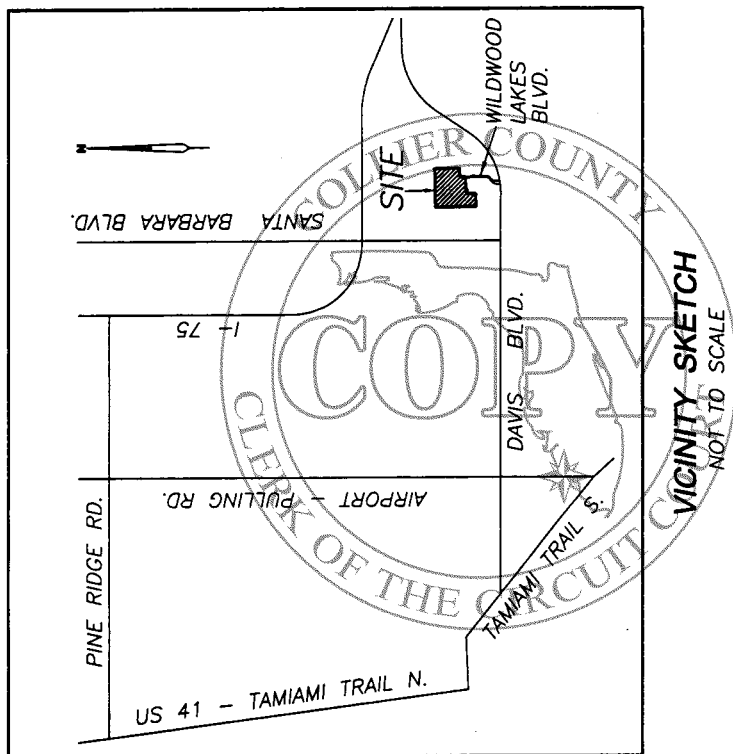


ASSOCIATES:
 TRACY N. BEAN, AICP
 CHARLES D. KNIGHT, PSM
 W. BRITT POMEROY, JR., PSM
 STEPHEN H. SKORUPSKI, PSM
 ELWOOD FINEFIELD, PSM
 JAMES A. HESSLER, PSM
 JAMES R. COLEMAN, PSM
 RUDOLF A. NORMAN, PE

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA

GENERAL NOTES:

- ALL USES ARE RESIDENTIAL.
- UNDERGROUND UTILITIES AND IMPROVEMENTS ARE NOT SHOWN.
- ELEVATIONS ARE BASED ON N.G.V.D. OF 1929.
- ROOF OVERHANGS, DECORATIVE WALLS, SEWER, WATER, ELECTRIC LINES AND SERVICE BOXES ARE NOT SHOWN.
- THE DEVELOPER RESERVES THE RIGHT TO GRANT EASEMENTS FOR INGRESS/EGRESS, DRAINAGE, UTILITIES OR RECREATIONAL PURPOSES.
- PARCEL LIES IN FLOOD ZONE "X". INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP 120087-04150, EFFECTIVE DATE 6-3-86.
- THESE DRAWINGS ARE PREPARED AS SURVEYOR'S EXHIBITS TO THE DECLARATION OF CONDOMINIUM FOR "ENCLAVE AT NAPLES, A CONDOMINIUM". THIS CONDOMINIUM IS SUBJECT TO THE PROVISIONS SET FORTH IN SAID DECLARATION. REFER TO THE DECLARATION OF CONDOMINIUM FOR DEFINITIONS PERTAINING TO EASEMENTS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND UNIT BOUNDARIES.
- SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED).
- ALL BUILDING AND IMPROVEMENTS SHOWN HEREON ARE EXISTING.
- EACH UNIT'S EXTERIOR LIGHTING AND EXTERIOR ELECTRICAL FIXTURES, ALL OUTSIDE AIR CONDITIONING EQUIPMENT, HURRICANE SHUTTERS, MAILBOXES AND SECURITY SYSTEMS ARE LIMITED COMMON ELEMENTS (L.C.E.). REFER TO THE DECLARATION OF CONDOMINIUM FOR SPECIFIC DETAILS. REFER TO FLOOR PLANS FOR GRAPHIC REPRESENTATION OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS.



SHEET INDEX

SHEET NO.	TITLE
1	COVER SHEET
2	BOUNDARY SURVEY
3	TABLES & LEGEND
4	CARPENTS
5-7	SITE PLAN
8-45	FLOOR PLANS
46	GARAGE

SEE EXHIBIT 1 FOR DESCRIPTION

*Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper

BEAN, WHITAKER, LUTZ & KAREH, INC.

William E. Bean
 WILLIAM E. BEAN (FOR THE FIRM)
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 3261

- This certification is only for the lands described herein.
- It is not a certification of Title, Zoning, Setbacks, or freedom of Encumbrances.
- This Survey was prepared without benefit of Abstract of Title and all matter of Title should be referred to an Attorney at Law.

Bean, Whitaker, Lutz & Kareh, Inc. (US 4818)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

1800-14 MORNING BOWLEND, FORT MYERS, FLORIDA 33904-8996 (239) 481-1331

32805-CONDO-1.DWG

DATE 2-02-05

PROJECT NO. 32805

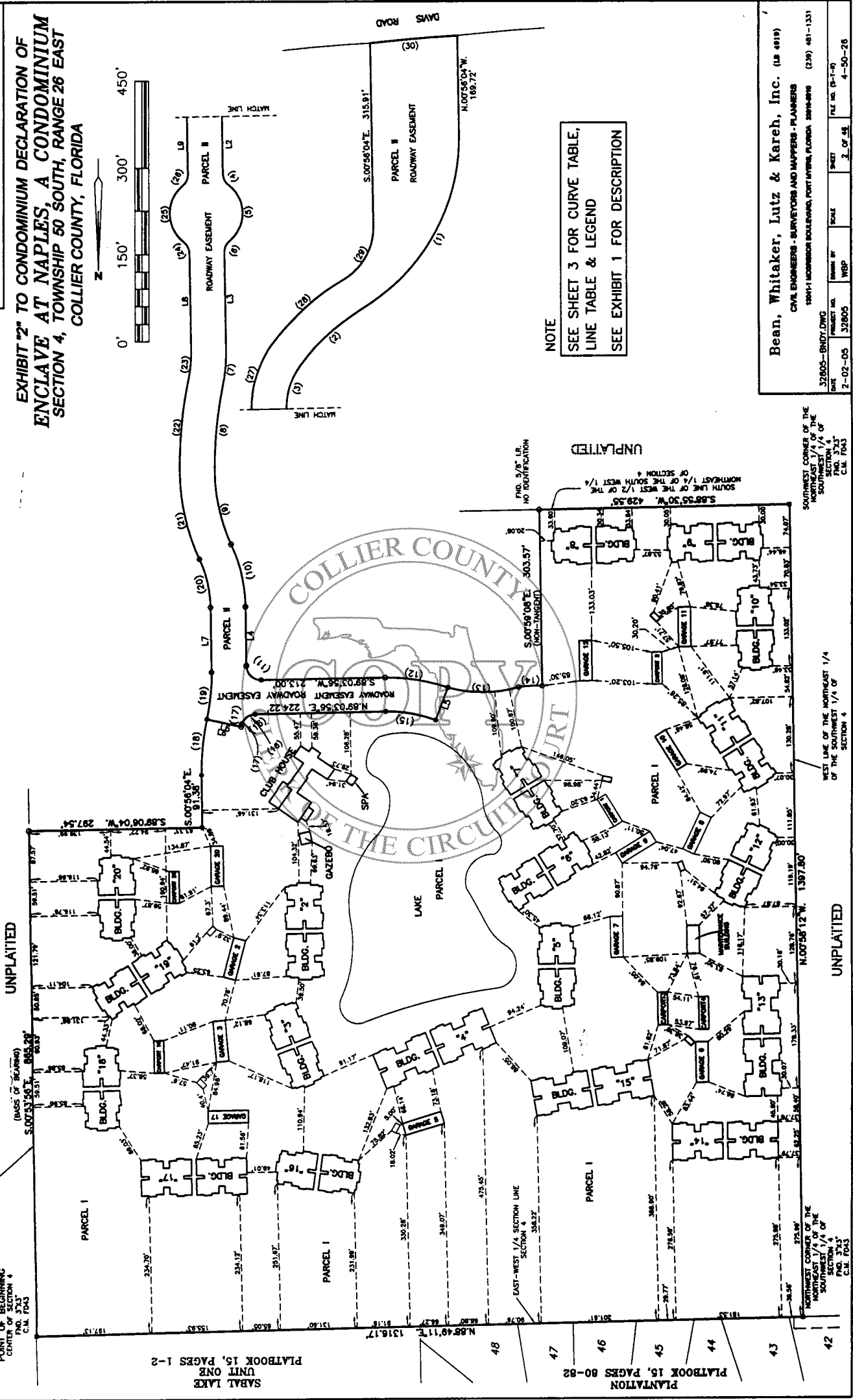
DRAWN BY WBP

SCALE 1" = N/A

SHEET 1 OF 48

FILE NO. P-1-R 4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPIES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA



NOTE
SEE SHEET 3 FOR CURVE TABLE,
LINE TABLE & LEGEND
SEE EXHIBIT 1 FOR DESCRIPTION

Bean, Whitaker, Lutz & Kereh, Inc. (as asis)	
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS	
1991-H ILLINOIS BOLLINGDA, FORT MYERS, FLORIDA 2899-8890 (239) 481-1331	
DATE	3/28/05 - BINDY.DWG
PROJECT NO.	32805
DRAWN BY	WBP
SCALE	AS SHOWN
SHEET	2 OF 48
FILE NO. (P-T-R)	4-50-26

NORTH-SOUTH 1/4 SECTION LINE SECTION 4

POINT OF BEGINNING CENTER OF SECTION 4 P.M. 3731 C.M. 7043

UNPLATTED

PARCEL 1

BLDG. "18"

BLDG. "17"

BLDG. "16"

BLDG. "15"

BLDG. "14"

BLDG. "13"

BLDG. "12"

BLDG. "11"

BLDG. "10"

BLDG. "9"

BLDG. "8"

BLDG. "7"

BLDG. "6"

BLDG. "5"

BLDG. "4"

BLDG. "3"

BLDG. "2"

BLDG. "1"

BLDG. "0"

BLDG. "19"

BLDG. "20"

BLDG. "21"

BLDG. "22"

BLDG. "23"

BLDG. "24"

BLDG. "25"

BLDG. "26"

BLDG. "27"

BLDG. "28"

BLDG. "29"

BLDG. "30"

BLDG. "31"

BLDG. "32"

BLDG. "33"

BLDG. "34"

BLDG. "35"

UNPLATTED

PARCEL I

PARCEL II

PARCEL III

PARCEL IV

PARCEL V

PARCEL VI

PARCEL VII

PARCEL VIII

PARCEL IX

PARCEL X

PARCEL XI

PARCEL XII

PARCEL XIII

PARCEL XIV

PARCEL XV

PARCEL XVI

PARCEL XVII

PARCEL XVIII

PARCEL XIX

PARCEL XX

PARCEL XXI

PARCEL XXII

PARCEL XXIII

PARCEL XXIV

PARCEL XXV

PARCEL XXVI

PARCEL XXVII

PARCEL XXVIII

PARCEL XXIX

PARCEL XXX

PARCEL XXXI

PARCEL XXXII

PARCEL XXXIII

PARCEL XXXIV

PARCEL XXXV

PARCEL XXXVI

PARCEL XXXVII

PARCEL XXXVIII

PARCEL XXXIX

PARCEL XL

UNPLATTED

PARCEL I

PARCEL II

PARCEL III

PARCEL IV

PARCEL V

PARCEL VI

PARCEL VII

PARCEL VIII

PARCEL IX

PARCEL X

PARCEL XI

PARCEL XII

PARCEL XIII

PARCEL XIV

PARCEL XV

PARCEL XVI

PARCEL XVII

PARCEL XVIII

PARCEL XIX

PARCEL XX

PARCEL XXI

PARCEL XXII

PARCEL XXIII

PARCEL XXIV

PARCEL XXV

PARCEL XXVI

PARCEL XXVII

PARCEL XXVIII

PARCEL XXIX

PARCEL XXX

PARCEL XXXI

PARCEL XXXII

PARCEL XXXIII

PARCEL XXXIV

PARCEL XXXV

PARCEL XXXVI

PARCEL XXXVII

PARCEL XXXVIII

PARCEL XXXIX

PARCEL XL

UNPLATTED

PARCEL I

PARCEL II

PARCEL III

PARCEL IV

PARCEL V

PARCEL VI

PARCEL VII

PARCEL VIII

PARCEL IX

PARCEL X

PARCEL XI

PARCEL XII

PARCEL XIII

PARCEL XIV

PARCEL XV

PARCEL XVI

PARCEL XVII

PARCEL XVIII

PARCEL XIX

PARCEL XX

PARCEL XXI

PARCEL XXII

PARCEL XXIII

PARCEL XXIV

PARCEL XXV

PARCEL XXVI

PARCEL XXVII

PARCEL XXVIII

PARCEL XXIX

PARCEL XXX

PARCEL XXXI

PARCEL XXXII

PARCEL XXXIII

PARCEL XXXIV

PARCEL XXXV

PARCEL XXXVI

PARCEL XXXVII

PARCEL XXXVIII

PARCEL XXXIX

PARCEL XL

UNPLATTED

PARCEL I

PARCEL II

PARCEL III

PARCEL IV

PARCEL V

PARCEL VI

PARCEL VII

PARCEL VIII

PARCEL IX

PARCEL X

PARCEL XI

PARCEL XII

PARCEL XIII

PARCEL XIV

PARCEL XV

PARCEL XVI

PARCEL XVII

PARCEL XVIII

PARCEL XIX

PARCEL XX

PARCEL XXI

PARCEL XXII

PARCEL XXIII

PARCEL XXIV

PARCEL XXV

PARCEL XXVI

PARCEL XXVII

PARCEL XXVIII

PARCEL XXIX

PARCEL XXX

PARCEL XXXI

PARCEL XXXII

PARCEL XXXIII

PARCEL XXXIV

PARCEL XXXV

PARCEL XXXVI

PARCEL XXXVII

PARCEL XXXVIII

PARCEL XXXIX

PARCEL XL

UNPLATTED

PARCEL I

PARCEL II

PARCEL III

PARCEL IV

PARCEL V

PARCEL VI

PARCEL VII

PARCEL VIII

PARCEL IX

PARCEL X

PARCEL XI

PARCEL XII

PARCEL XIII

PARCEL XIV

PARCEL XV

PARCEL XVI

PARCEL XVII

PARCEL XVIII

PARCEL XIX

PARCEL XX

PARCEL XXI

PARCEL XXII

PARCEL XXIII

PARCEL XXIV

PARCEL XXV

PARCEL XXVI

PARCEL XXVII

PARCEL XXVIII

PARCEL XXIX

PARCEL XXX

PARCEL XXXI

PARCEL XXXII

PARCEL XXXIII

PARCEL XXXIV

PARCEL XXXV

PARCEL XXXVI

PARCEL XXXVII

PARCEL XXXVIII

PARCEL XXXIX

PARCEL XL

UNPLATTED

PARCEL I

PARCEL II

PARCEL III

PARCEL IV

PARCEL V

PARCEL VI

PARCEL VII

PARCEL VIII

PARCEL IX

PARCEL X

PARCEL XI

PARCEL XII

PARCEL XIII

PARCEL XIV

PARCEL XV

PARCEL XVI

PARCEL XVII

PARCEL XVIII

PARCEL XIX

PARCEL XX

PARCEL XXI

PARCEL XXII

PARCEL XXIII

PARCEL XXIV

PARCEL XXV

PARCEL XXVI

PARCEL XXVII

PARCEL XXVIII

PARCEL XXIX

PARCEL XXX

PARCEL XXXI

PARCEL XXXII

PARCEL XXXIII

PARCEL XXXIV

PARCEL XXXV

PARCEL XXXVI

PARCEL XXXVII

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA

LEGEND

- (P) - PLAT
- (M) - MEASURED
- (F) - FIELD MEASURED & VERIFIED
- (D) - DEED
- (R) - RADIAL
- (NR) - NON RADIAL
- PC - POINT OF CURVE
- I.R - IRON ROD
- FND - FOUND
- O.R. - OFFICIAL RECORD
- PGS. - PAGES
- U.E. - UTILITY EASEMENT
- L.M.E - LAKE MAINTENANCE EASEMENT
- R/W - RIGHT-OF-WAY
- CONC. - CONCRETE
- (C) - CALCULATED
- N/D - OVERHEAD POWER LINES
- N/D - MAIL & DISK
- P.U.E. - PUBLIC UTILITY EASEMENT
- P.C. - POINT OF CURVE
- P.C.P. - PERMANENT CONTROL POINT
- UTS - UNITED TELEPHONE SERVICE BOX
- C.M. - CONCRETE MONUMENT
- BLDG. - BUILDING
- F.P.A.L.E. - FLORIDA POWER & LIGHT COMPANY EASEMENT
- ELEV. - ELEVATION
- TYP. - TYPICAL
- R.P. - RADIUS POINT
- (6) - EXCEPTIONS IN TITLE COMMITMENT
- < - FND 5/8" IRON ROD & CAP LB #3964
- o - FND 5/8" IRON ROD & CAP LB #4919
- - SET 5/8" IRON ROD & CAP LB #4919
- - FND. 3"x3" C.M. & DISC (NO I.D.)
- - SET PK NAIL & DISC LB #4919
- ⊙ - FND 5/8" IRON ROD & CAP LB #5621
- ⊖ - FND PK NAIL & DISC LB #3923
- - FND 5/8" IRON ROD (NO I.D.)
- ⊙ - FND 5/8" IRON ROD & CAP LB #43
- ⊙ - WATER METER
- ⊙ - FIRE HYDRANT
- ⊙ - UNITED TELEPHONE SERVICE BOX
- ⊙ - CABLE TELEVISION BOX
- ⊙ - SEWER SERVICE
- ⊙ - CATCH BASIN
- ⊙ - TRANSFORMER
- ⊙ - ELECTRIC SERVICE
- ⊙ - SEWER MANHOLE
- ⊙ - WOOD POWER POLE
- ⊙ - GATE VALVE
- O/M — OVER HEAD LINES

LINE TABLE

Line	Bearing	Distance
L1	N.00°56'04"W.	76.91'
L2	N.00°56'04"W.	99.69'
L3	N.00°56'04"W.	164.20'
L4	N.00°56'04"W.	102.00'
L5	N.20°26'08"E.	60.00'
L6	S.77°58'06"E.	60.00'
L7	S.00°56'04"E.	112.00'
L8	S.00°56'04"E.	164.20'
L9	S.00°56'04"E.	99.69'

(NON-TANGENT)

CHORD BEARING

N.29°03'56"E.
N.48°14'24"E.
N.18°14'24"E.
N.26°27'43"W.
N.00°56'04"W.
N.24°35'40"E.
N.05°24'21"E.
N.12°56'04"W.
N.12°56'04"W.
N.45°56'04"W.
N.80°14'58"W.
S.89°49'17"W.
S.86°56'08"W.
S.80°14'58"E.
N.50°28'14"E.
N.11°57'13"E.
N.11°47'51"E.
S.05°32'55"W.
S.05°32'55"W.
S.12°56'04"E.
S.12°56'04"E.
S.05°24'21"W.
S.05°24'21"W.
S.26°27'43"E.
S.00°56'04"E.
S.24°35'35"W.
S.18°14'24"W.
S.18°14'24"W.
S.48°14'24"W.
S.29°03'56"W.
S.85°21'58"W.
S.78°31'29"W.

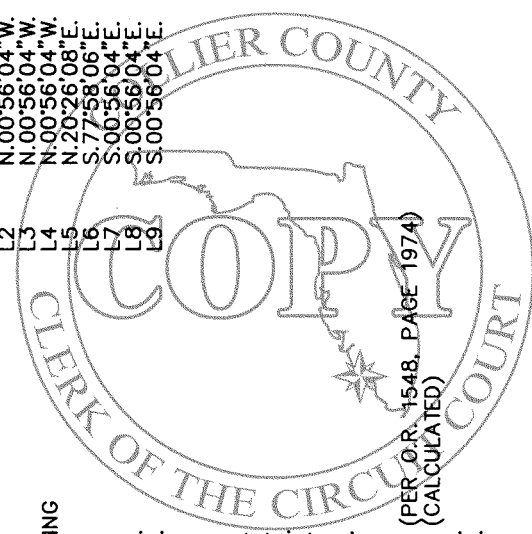
CHORD

344.87'
140.97'
78.83'
21.55'
97.22'
21.55'
66.26'
147.98'
124.75'
110.19'
35.36'
109.39'
121.54'
40.75'
87.14'
31.19'
1.16'
1.16'
96.20'
82.65'
85.24'
149.70'
161.23'
53.01'
21.55'
97.22'
21.55'
118.24'
118.24'
163.51'
104.87'
150.31'
515.15'

CURVE TABLE

NO.	RADIUS	DELTA	ARC.
1	344.87'	60°00'00"	361.15'
2	375.29'	21°39'04"	141.82'
3	120.00'	38°20'56"	80.32'
4	25.00'	51°03'19"	22.28'
5	62.50'	102°06'54"	111.39'
6	25.00'	51°03'19"	22.28'
7	300.00'	12°40'50"	66.40'
8	670.00'	24°00'00"	148.28'
9	300.00'	24°00'00"	125.66'
10	265.00'	24°00'00"	111.00'
11	25.00'	90°00'00"	39.27'
12	295.00'	21°22'12"	110.03'
13	212.93'	33°09'56"	123.25'
14	162.00'	14°26'58"	40.85'
15	235.00'	21°22'12"	87.65'
16	25.00'	77°11'24"	33.68'
17	426.00'	00°09'22"	1.16'
18	426.00'	12°57'58"	96.40'
19	366.00'	12°57'58"	82.83'
20	205.00'	24°00'00"	85.87'
21	360.00'	24°00'00"	150.80'
22	730.00'	12°40'50"	161.56'
23	240.00'	12°40'50"	53.12'
24	25.00'	51°03'19"	22.28'
25	62.50'	102°06'37"	111.39'
26	25.00'	51°03'19"	22.28'
27	180.00'	38°20'56"	120.40'
28	180.00'	38°20'56"	120.48'
29	435.29'	21°39'04"	164.49'
30	104.87'	60°00'00"	109.82'
31	2789.79'	03°05'15"	150.33'
		10°35'42"	515.88'

(PER O.R. 1548, PAGE 1957)
(PER O.R. 1548, PAGE 1977 & CALCULATED)



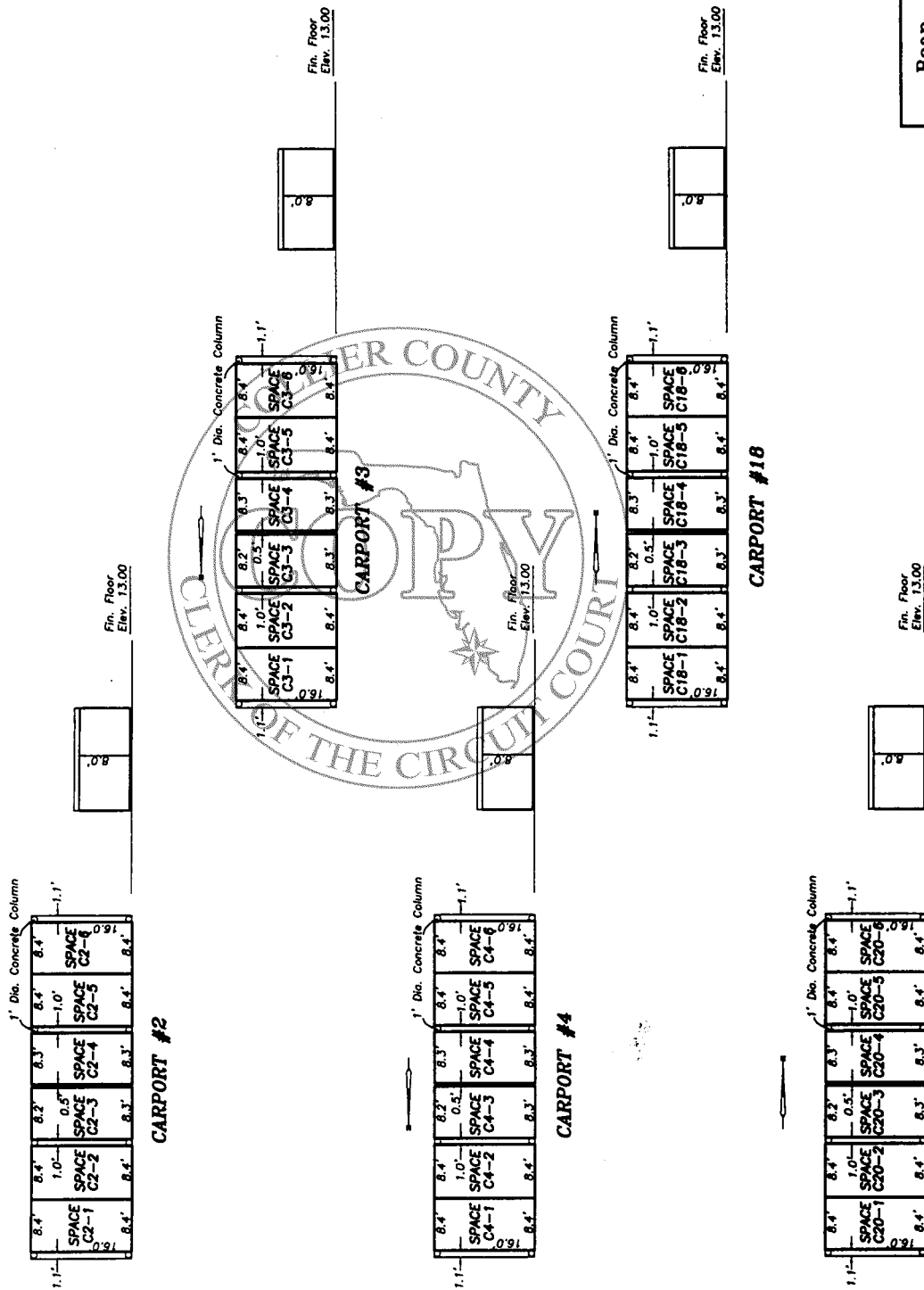
TABLES & LEGEND

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4819)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
15941-1 MORRISON BOULEVARD, FORT MYERS, FLORIDA 33908-8910 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-1-10)
2-02-05	32805	WBP		3 OF 48	4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA



CARPPTS

Bean, Whitaker, Lutz & Kareh, Inc. (LA 4818)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

1884-L HARBOR BOULEVARD, FORT MYERS, FLORIDA 33909-8999 (239) 461-1331

32805-CONDO-4.DWG

PROJECT NO. 32805

DATE 2-02-05

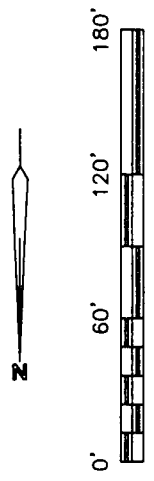
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SCALE 1" = N/A

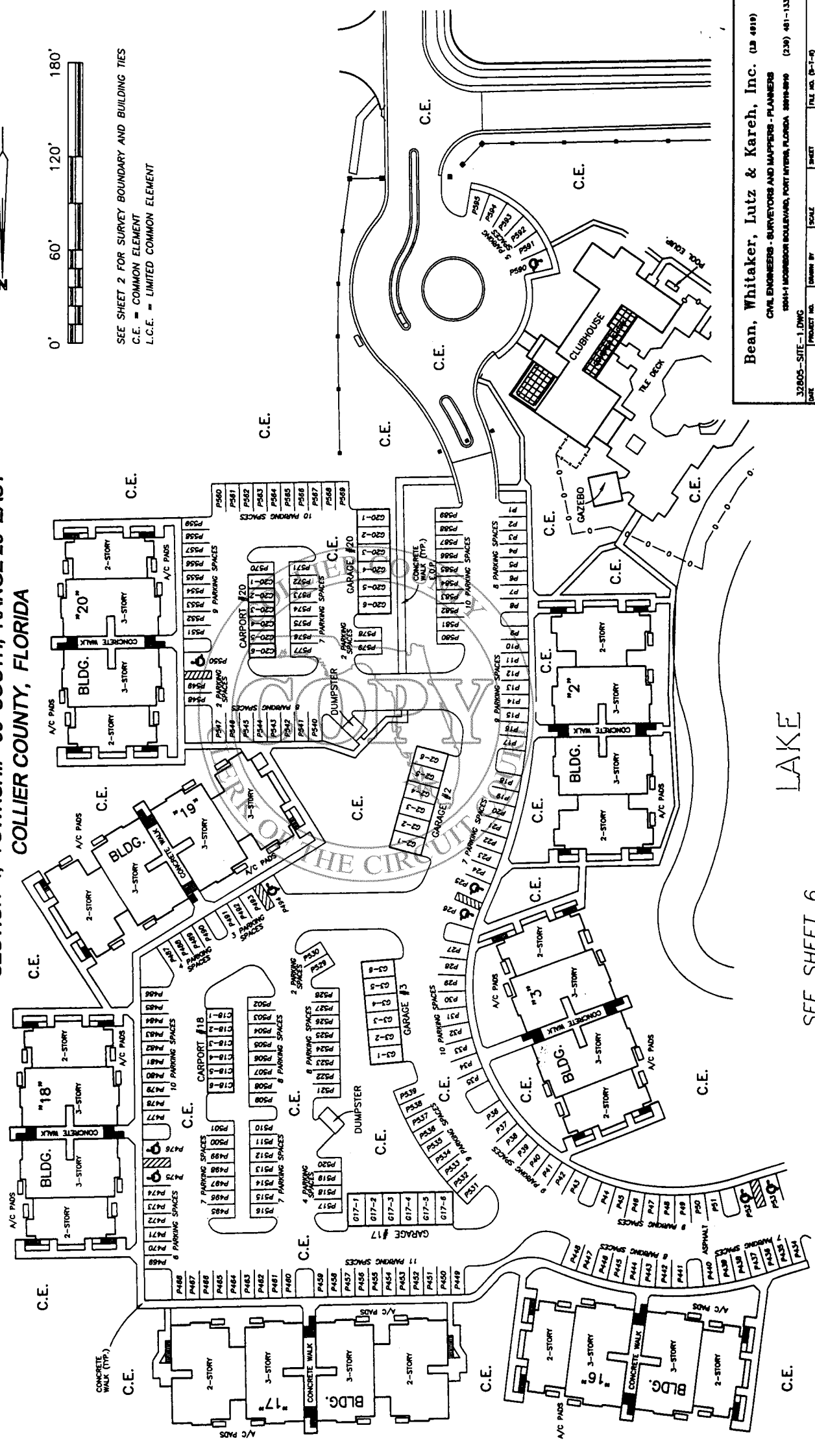
SHEET 4 OF 48

FILE NO. (P-1-R) 4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA



SEE SHEET 2 FOR SURVEY BOUNDARY AND BUILDING TIES
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT



Bean, Whitaker, Lutz & Kareh, Inc. (29 4819)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 12941 WOODBORO BOULEAVARD, FORT MYERS, FLORIDA 33904-8916 (239) 481-1131

32805-SITE-1.DWG
 DATE 2-02-05 PROJECT NO. 32805 DRAWN BY WBP SCALE 3 OF 48 SHEET 4-50-28

LAKE

SEE SHEET 6

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA

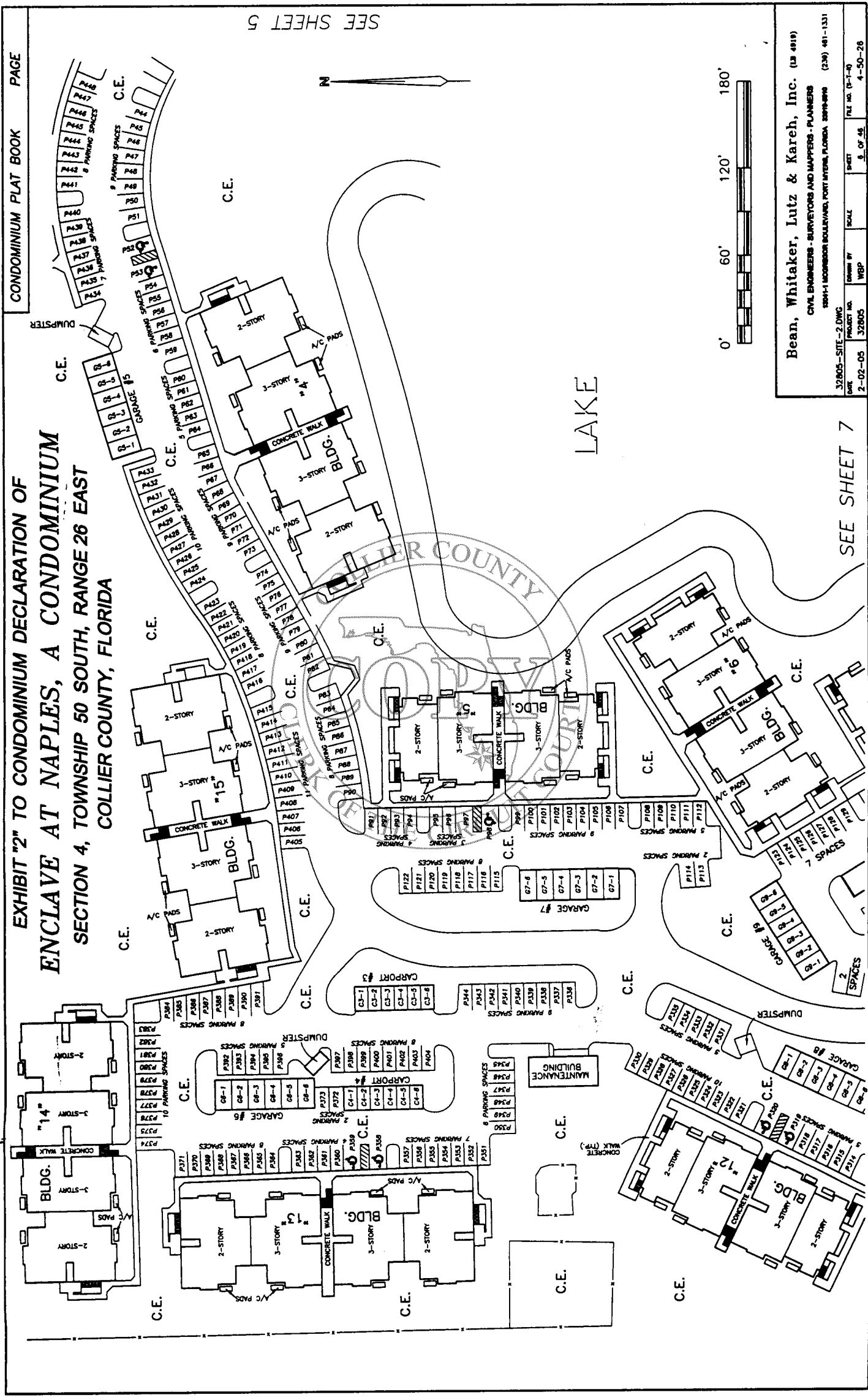
SEE SHEET 5



Bean, Whitaker, Lutz & Kareh, Inc. (23 4919)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1804-1 MORRISON BOULEVARD, FORT MYERS, FLORIDA 33909-8916 (239) 481-1331

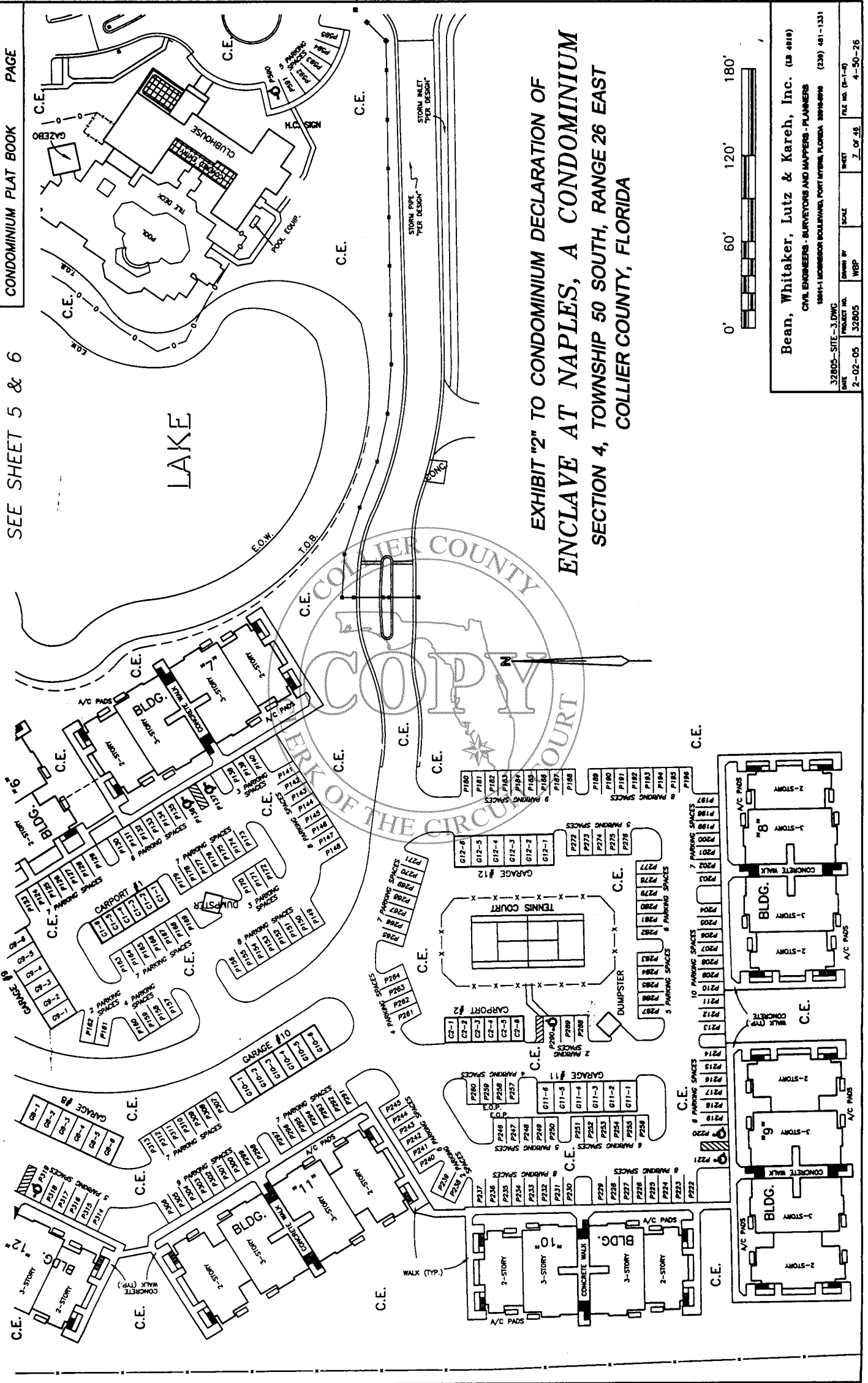
3/28/05 - SITE - 2.DWG
 DATE PROJECT NO. 32805
 DRAWN BY WBP SCALE 8' OF 48' SHEET 9 OF 28 FILE NO. 03-7-0 4-50-28

SEE SHEET 7



CONDOMINIUM PLAT BOOK PAGE

SEE SHEET 5 & 6



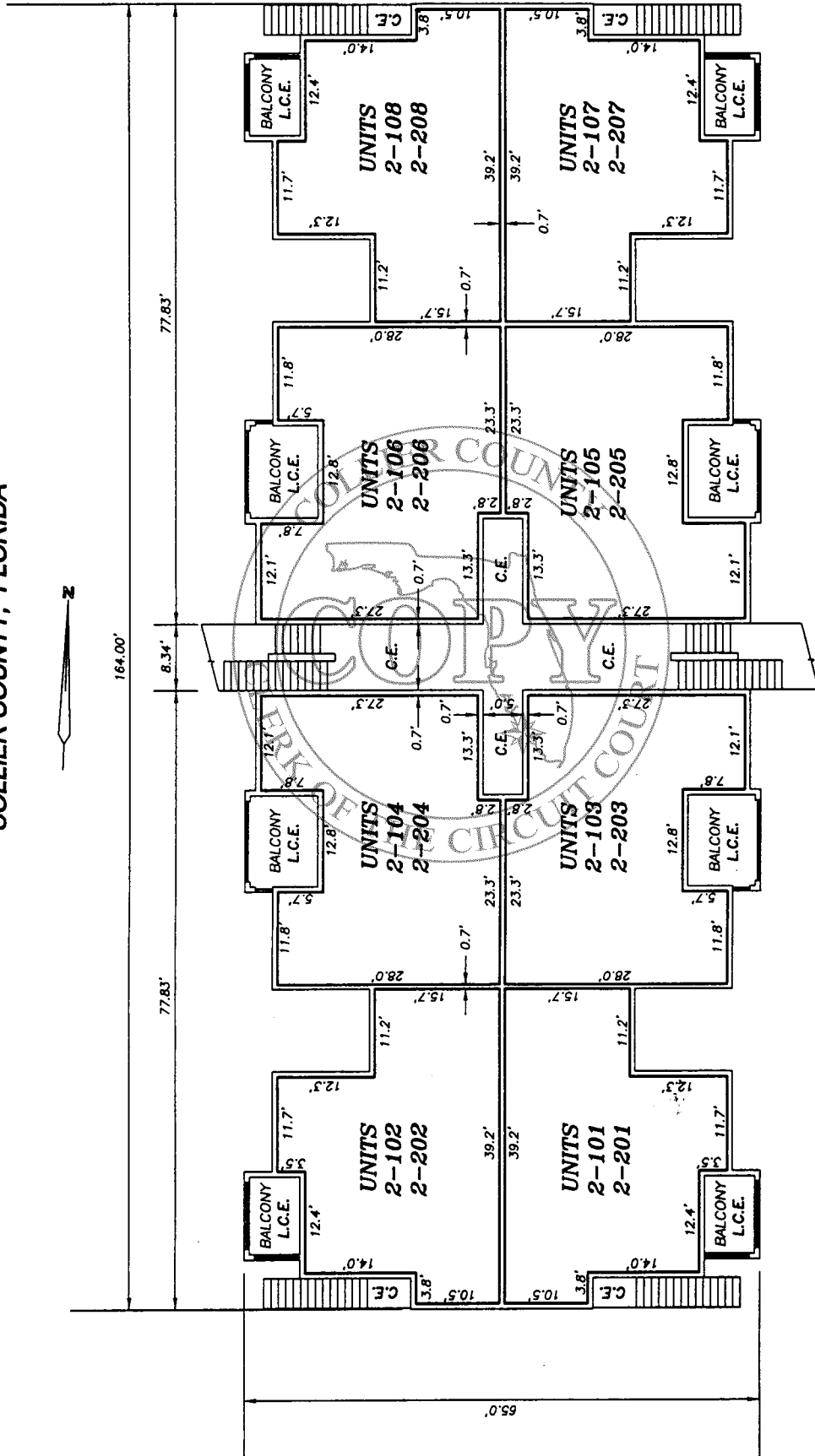
**EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA**



Bean, Whitaker, Lutz & Kareh, Inc. (LA 4818)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1894-H HOBBSBORO BULEVARD, PORT MYERS, FLORIDA 33948-9498 (239) 481-1331

32805-SITE-3.DWG
 DATE 2-02-05
 PROJECT NO. 32805
 DRAWN BY WBP
 SCALE 7' OF 48'
 SHEET 4-50-25

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



UNITS 201-208 = FIRST FLOOR
 UNITS 209-216 = SECOND FLOOR
 L.C.E. = LIMITED COMMON ELEMENT
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT

BUILDING 2
 FIRST & SECOND FLOOR

Bean, Whitaker, Lutz & Kareh, Inc. (LA 4918)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

1804-H INDEPENDOR BOULEVARD, FORT MYERS, FLORIDA 33904-0999 (239) 481-1331

32805-BLDG-2-1.DWG

DATE 2-02-05

PROJECT NO. 32805

DRAWN BY WJP

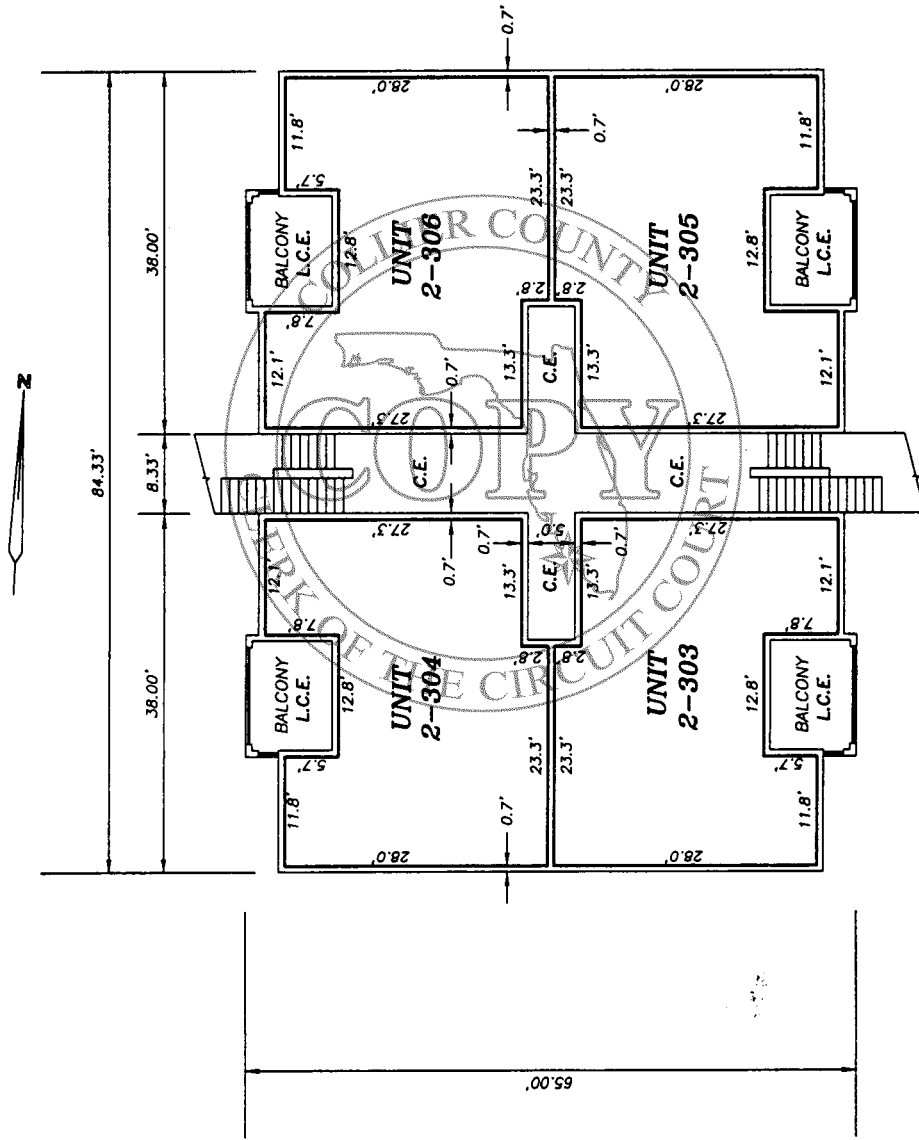
SHEET 8 OF 48

FILE NO. 03-1-0

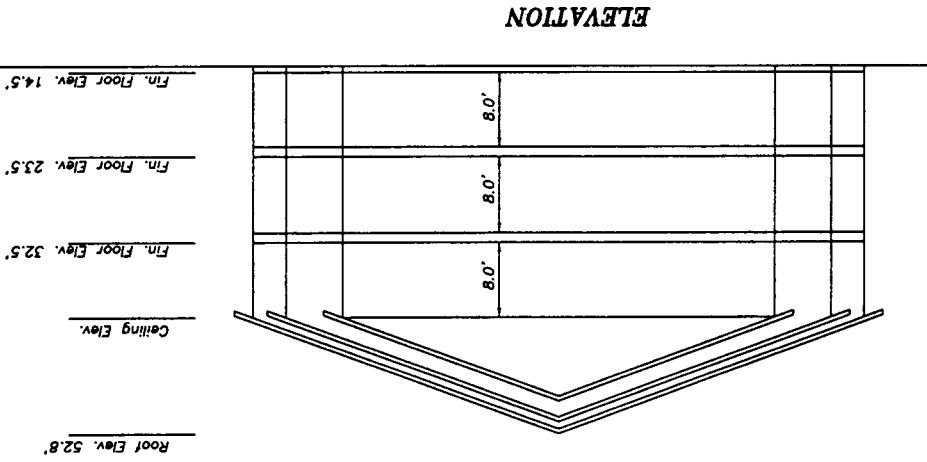
4-50-26



**EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA**



C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

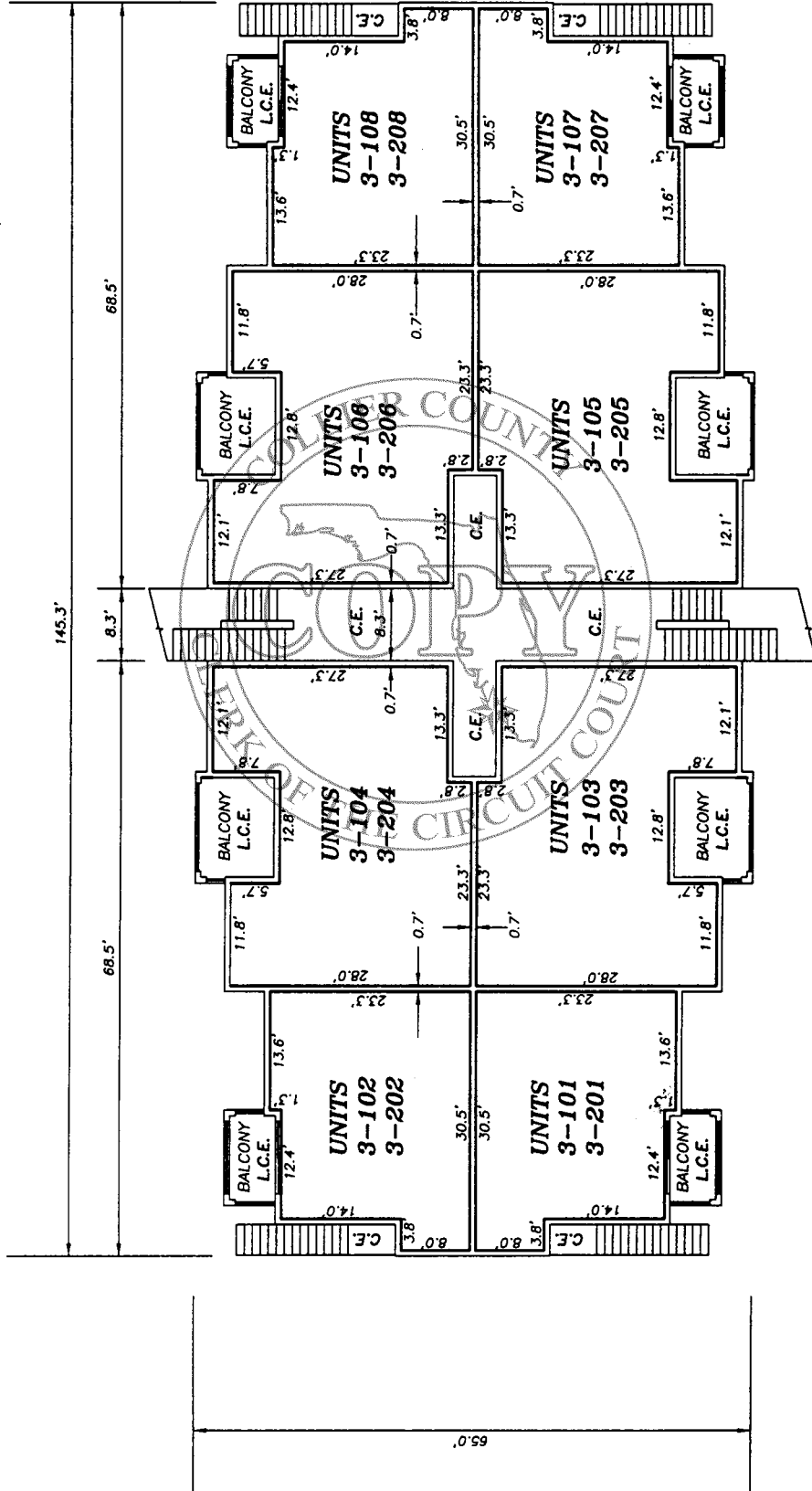


**BUILDING 2
THIRD FLOOR**

Bean, Whitaker, Lutz & Karch, Inc. (DB 4818)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
1844-1 MIDWINTER BULLEWARDE, FORT MYERS, FLORIDA 33904-8994 (239) 481-1331

DATE	2-02-05	PROJECT NO.	32805	DRAWN BY	WBP	SCALE	9 OF 48	SHEET	FILE NO. (P-1-8)	4-50-26
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**EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA**



UNITS 301-308 = FIRST FLOOR
UNITS 309-316 = SECOND FLOOR
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

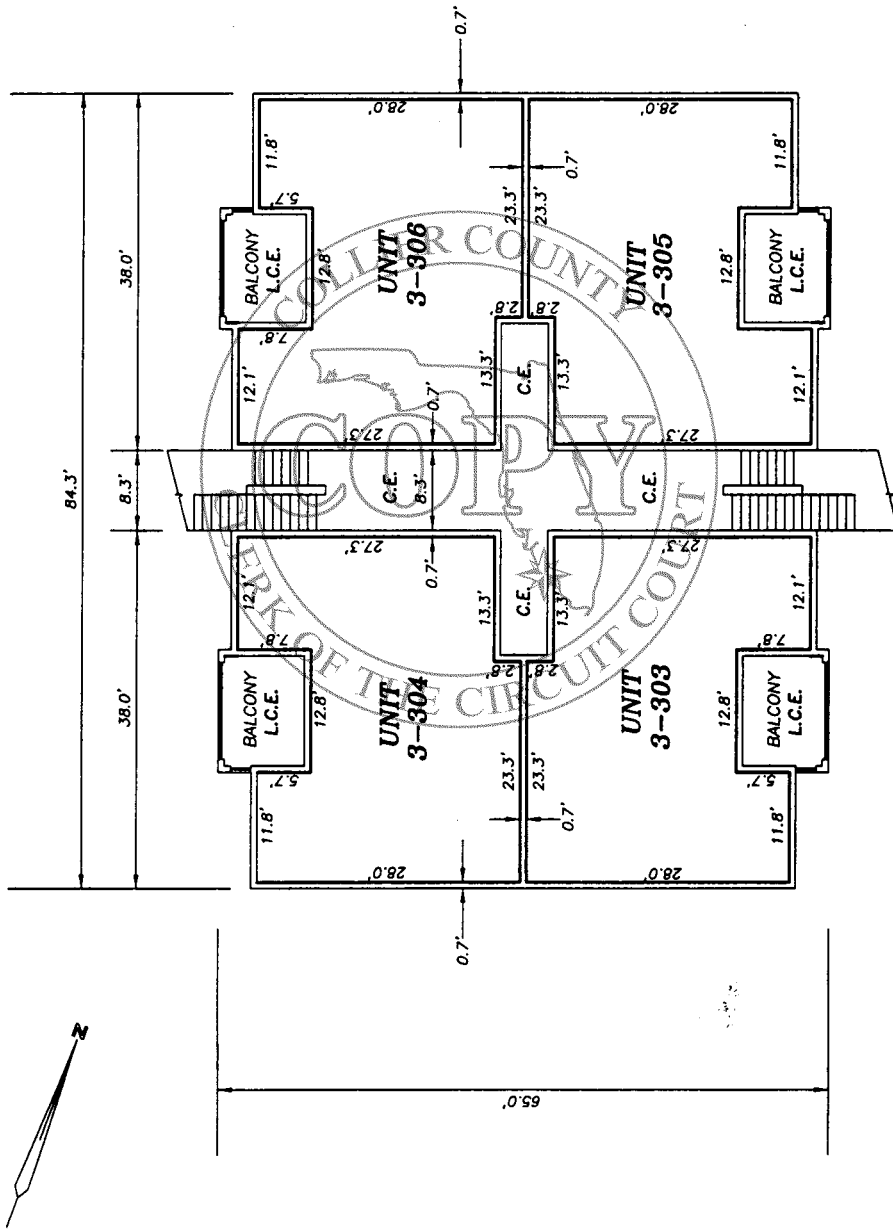


**BUILDING 3
FIRST & SECOND FLOOR**

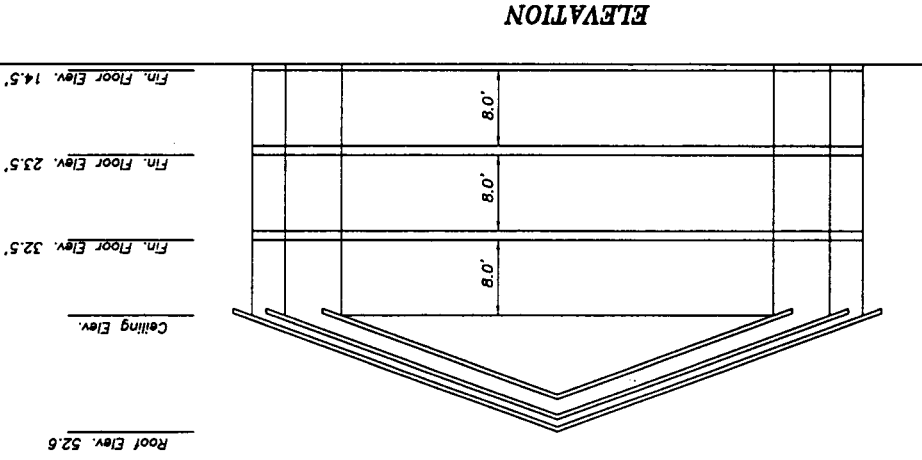
Bean, Whitaker, Lutz & Kereh, Inc. (B 4818)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
1894-1 INDEPENDOR BOULEVARD, FORT MYERS, FLORIDA 38918-8918 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	TITLE NO.
2-02-05	32805	WBP	10 OF 48	10 OF 48	4-50-28

**EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA**



C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

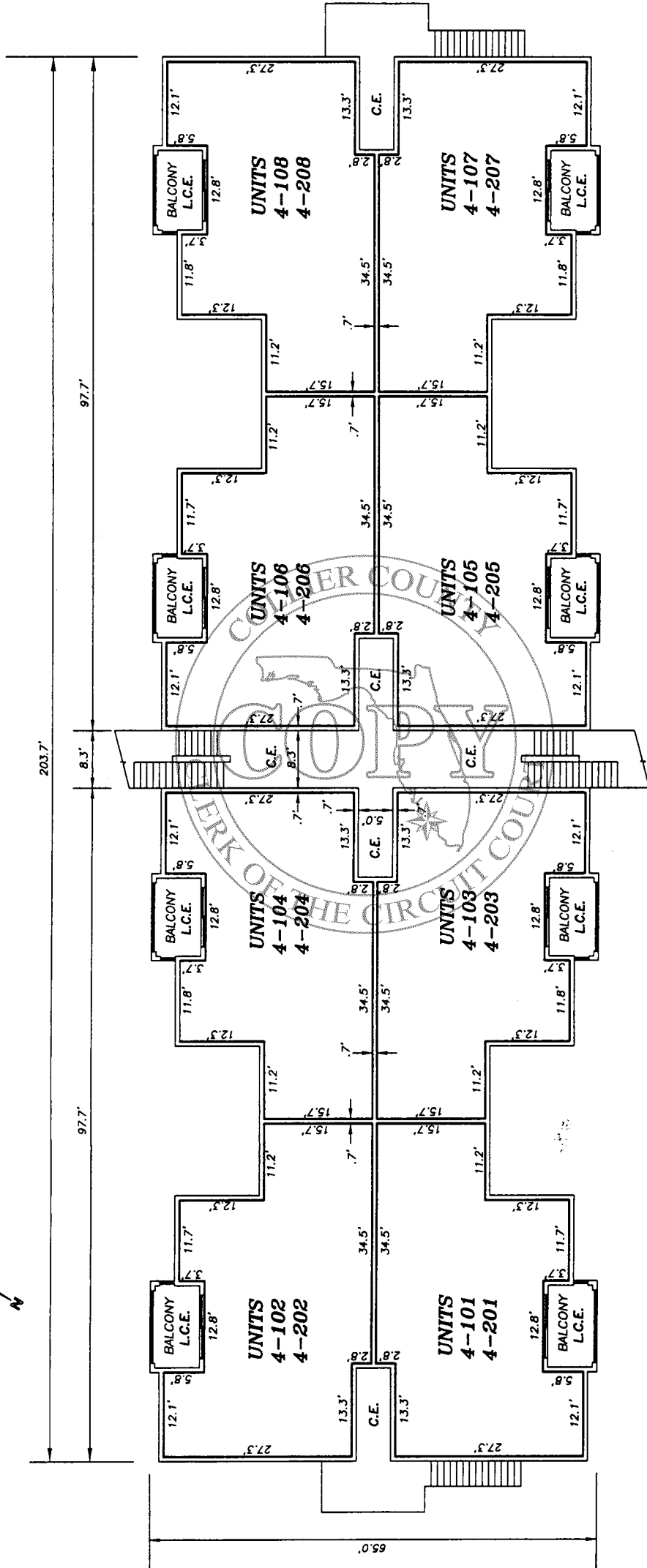


**BUILDING 3
THIRD FLOOR**

Bean, Whitaker, Lutz & Kareh, Inc. (US 4616)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
2891-1 INDEPENDENCE BOULEVARD, FORT MYERS, FLORIDA 33904-8919 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	TITLE NO.
2-02-05	32805	WBP	11 OF 48	4-50-28	

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA



UNITS 401-408 = FIRST FLOOR
 UNITS 409-416 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT

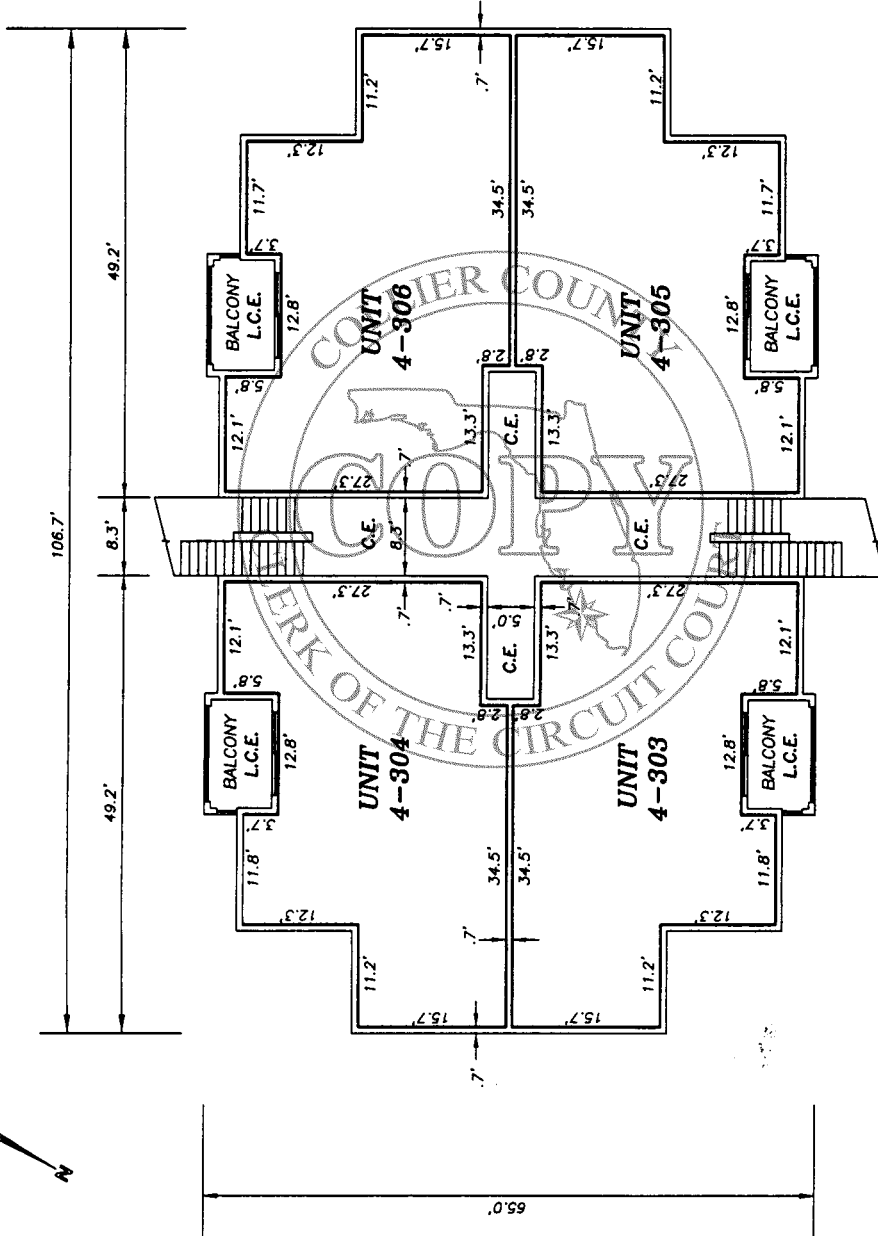
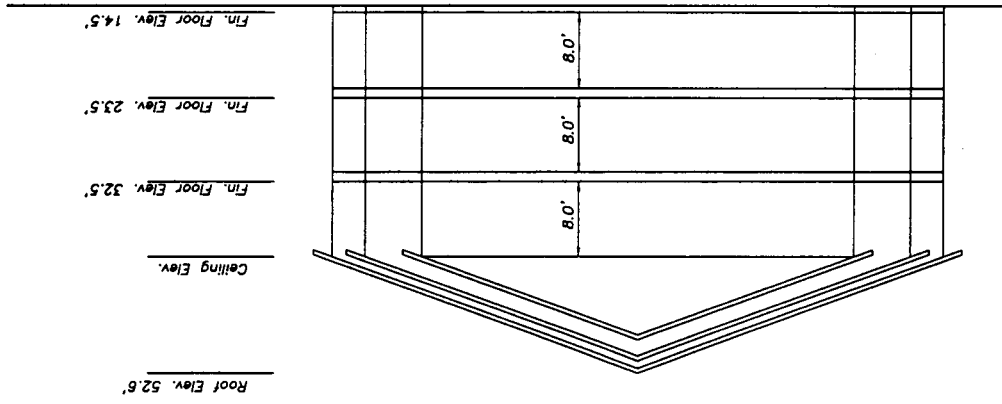


BUILDING 4 FIRST & SECOND FLOOR

Bean, Whitaker, Lutz & Kreh, Inc. (DB 4819)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1891-1 INDEPENDENCE BOULEVARD, PORT JEFFERSON, FLORIDA 33956-8976 (239) 481-1331

32805-BLDG-4-1.DWG
 DATE 2-02-05
 PROJECT NO. 32805
 DRAWN BY WBP
 SCALE 1/8" = 1'-0"
 SHEET 13 OF 48
 FILE NO. 04-1-0
 4-50-26

**EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA**



C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

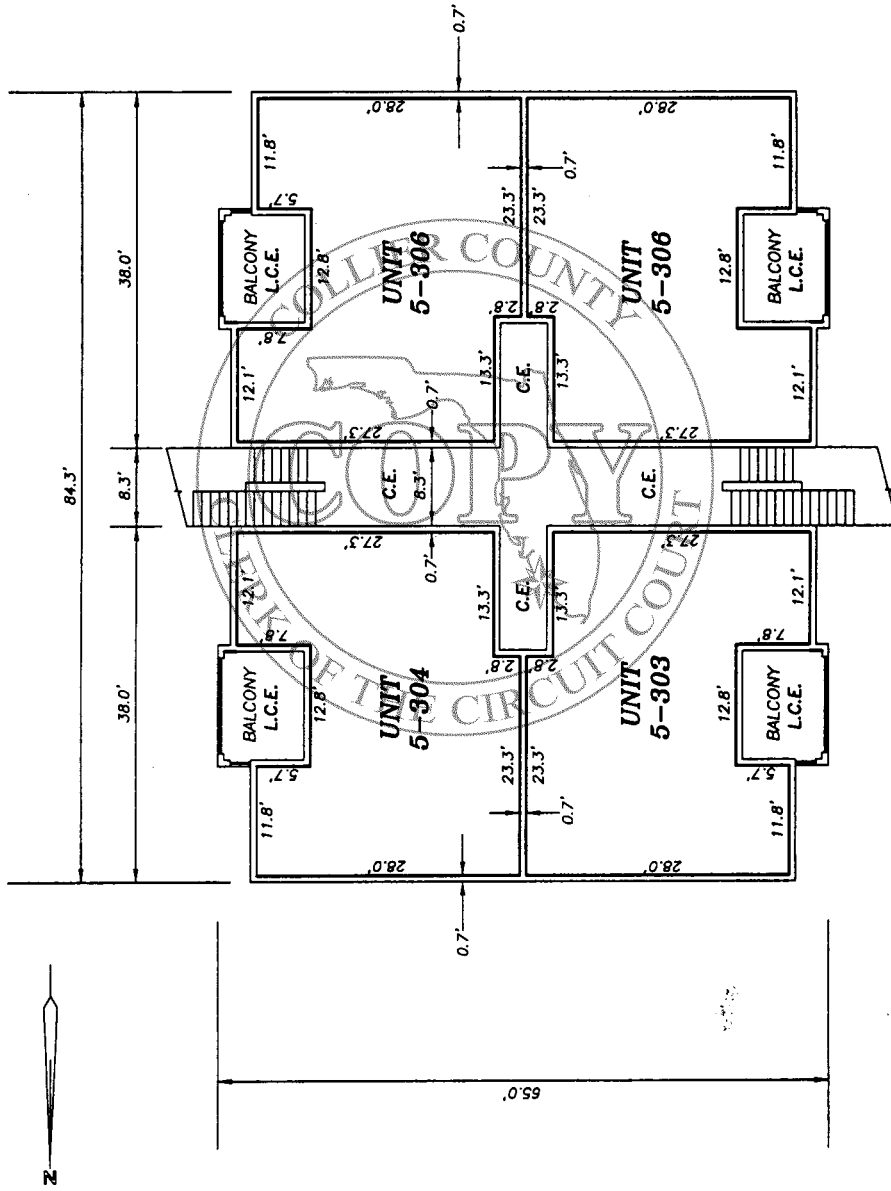


**BUILDING 4
THIRD FLOOR**

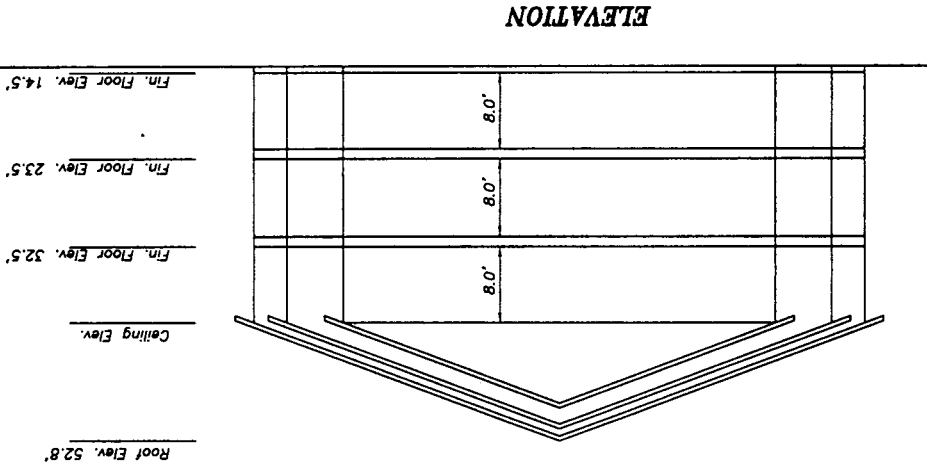
Bean, Whitaker, Lutz & Karch, Inc. (LP #010)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
1804-1 BUCKENBOR BULEVARD, FORT MYERS, FLORIDA 33909-9910 (239) 481-1331

DATE	32805-05	DRAWN BY	WSP	SCALE	13.0' = 1" AS SHOWN	SHEET	4-50-26
PROJECT NO.	32805	OWNER	WSP				

**EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA**



C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

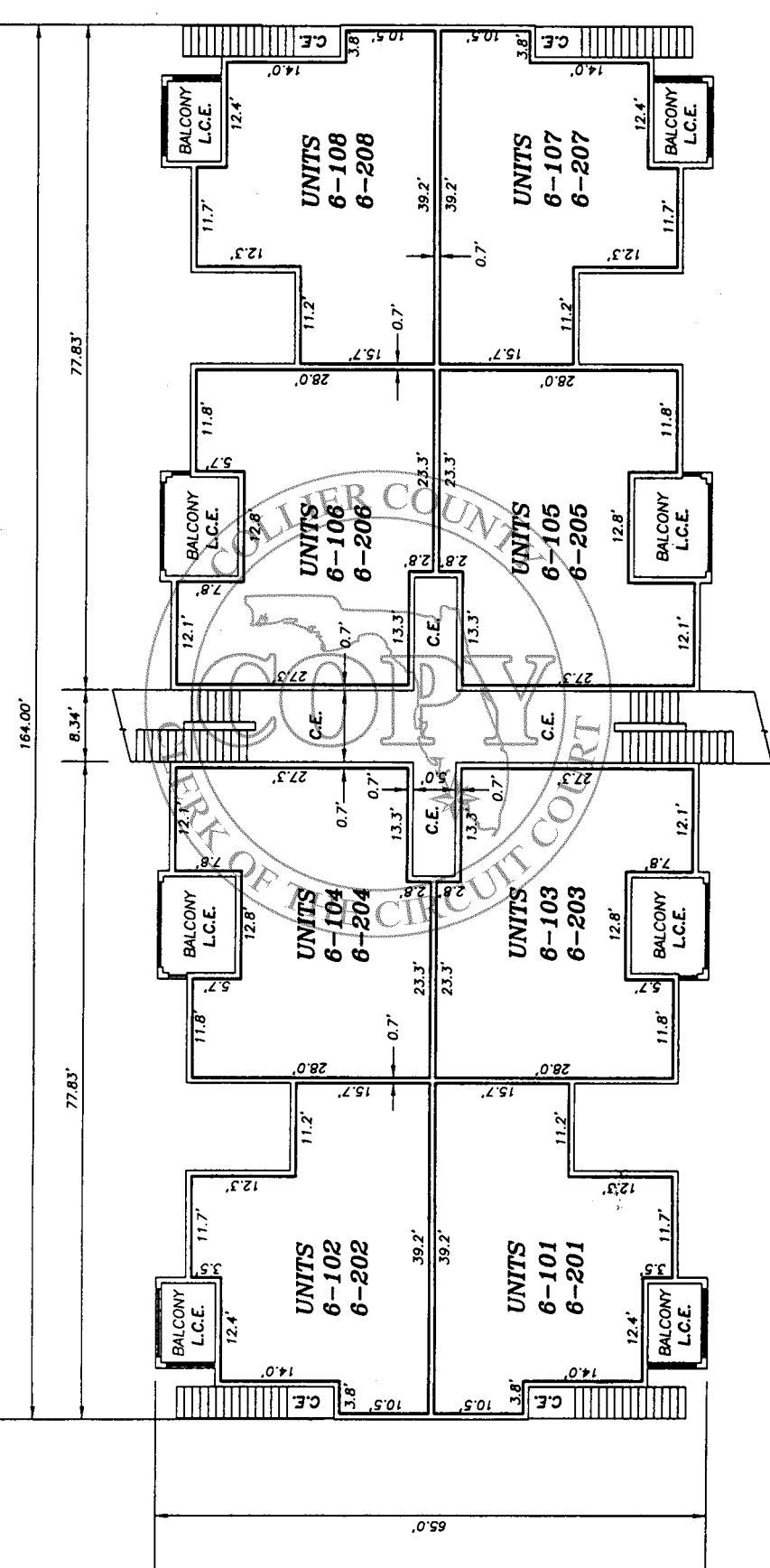


**BUILDING 5
THIRD FLOOR**

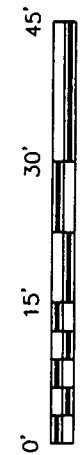
Bean, Whitaker, Lutz & Kareh, Inc. (DB 4819)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1894-1 MORRISON BOULEVARD, FORT MYERS, FLORIDA 33908-8998 (239) 481-1331

DATE: 2-02-05 PROJECT NO.: 32805 DRAWN BY: WBP SCALE: AS SHOWN FILE NO.: (P-7-8) SHEET: 15 OF 46 4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



UNITS 601-608 = FIRST FLOOR
 UNITS 609-616 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = UNITED COMMON ELEMENT

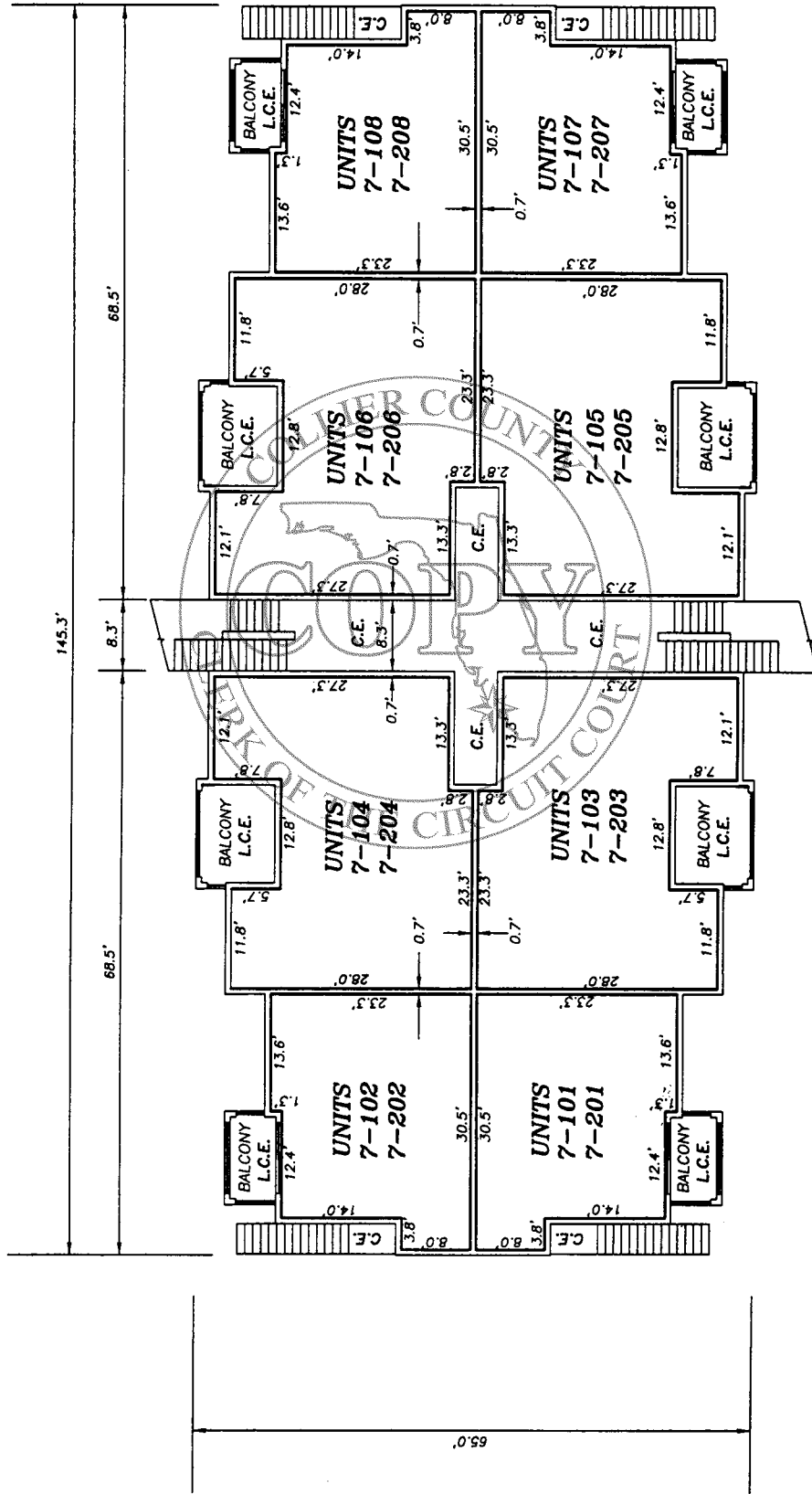


BUILDING 6
FIRST & SECOND FLOOR

Bean, Whitaker, Lutz & Kereh, Inc. (LA 4819)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1841-1 MOOREHEAD BOULEVARD, FORT MYERS, FLORIDA 33901-0910 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO.
2-02-05	32805	WBP	1/8" = 1'-0"	15 OF 25	4-50-28

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



UNITS 701-708 = FIRST FLOOR
 UNITS 709-716 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT

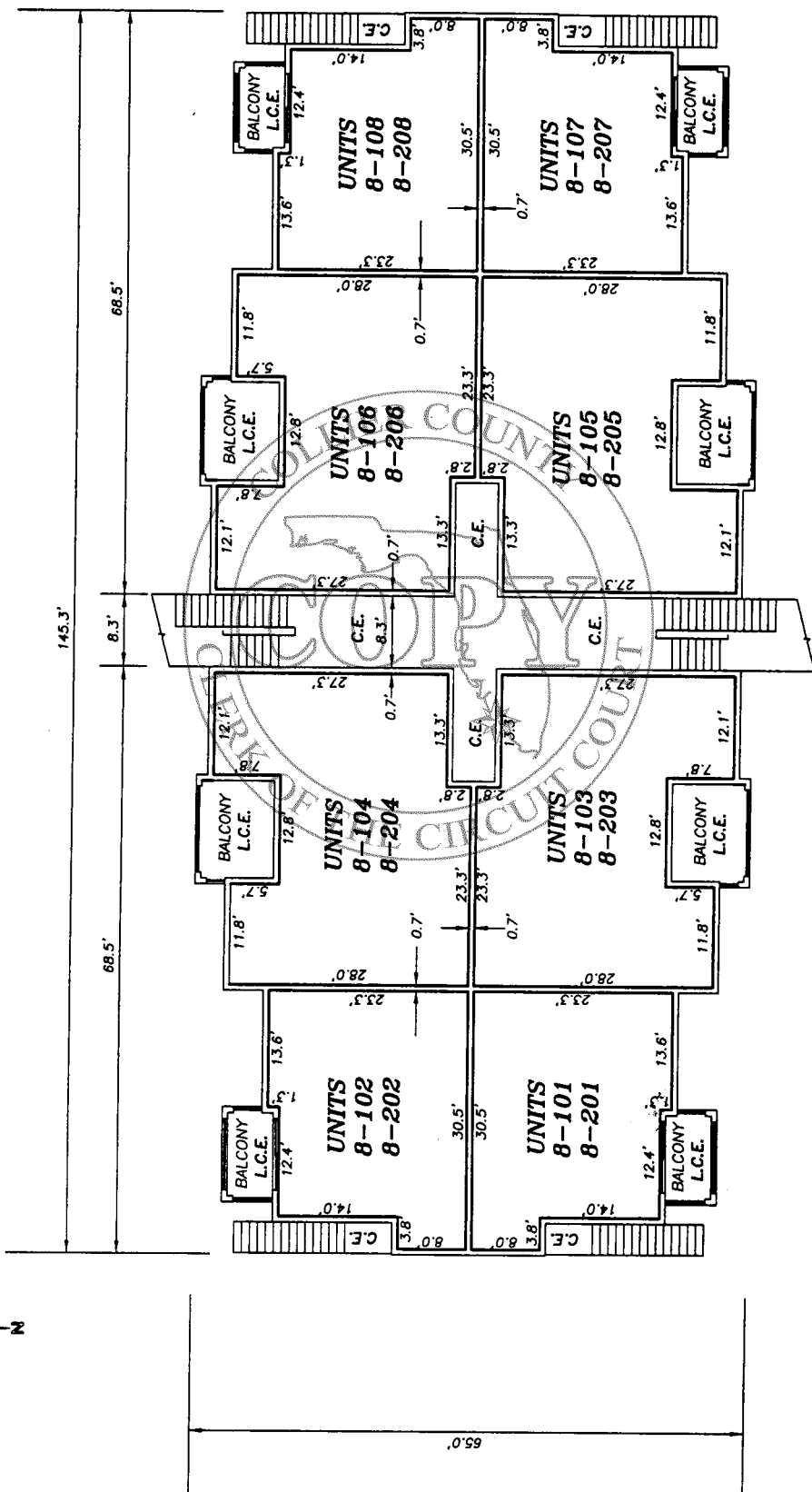


BUILDING 7
FIRST & SECOND FLOOR

Bean, Whitaker, Lutz & Kareh, Inc. (33 4819)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1991-1 MONROE BOULEVARD, FORT MYERS, FLORIDA 33901-8799 (239) 481-1331

DATE	PROJECT NO.	OWNER BY	SCALE	SHEET	FILE NO.
2-02-05	32805	WBP		18 OF 48	4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA



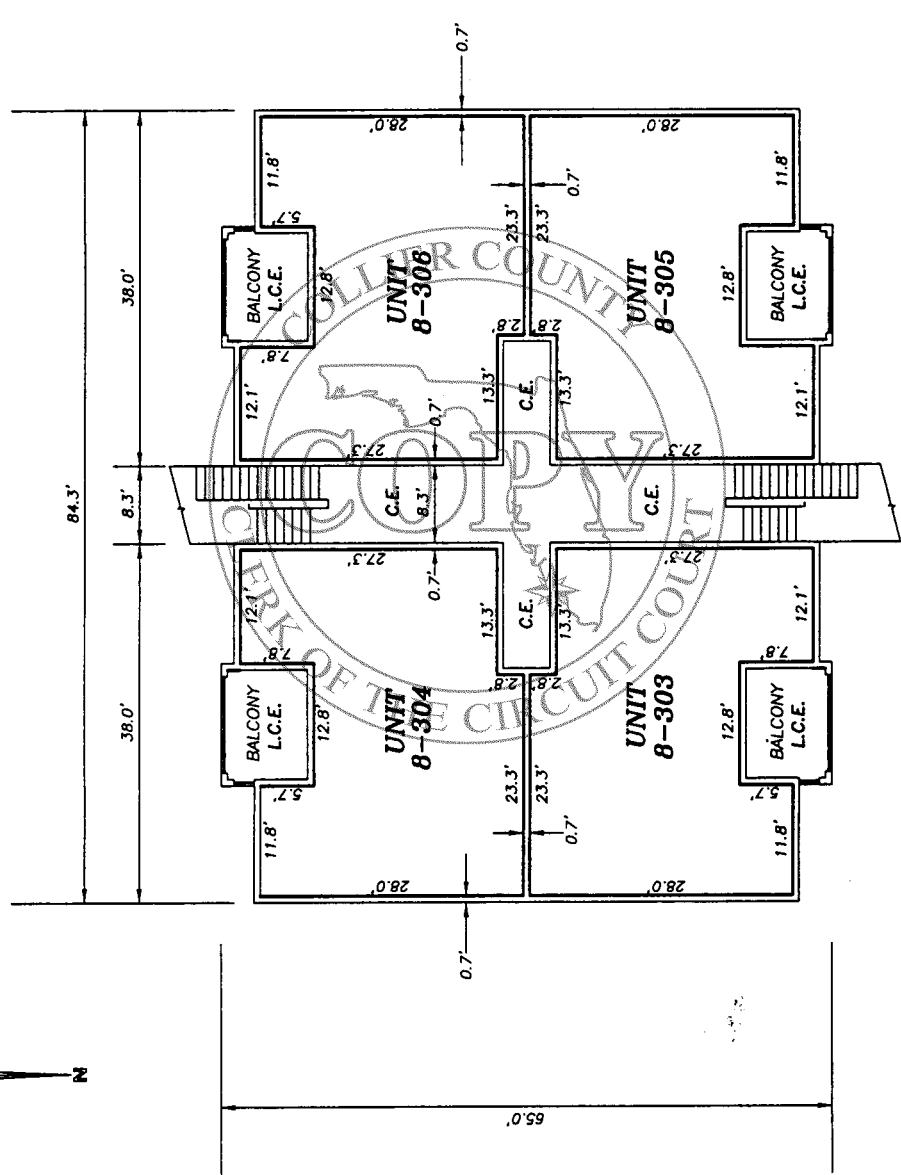
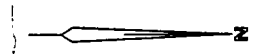
UNITS 801-808 = FIRST FLOOR
 UNITS 809-816 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT

BUILDING 8 FIRST & SECOND FLOOR

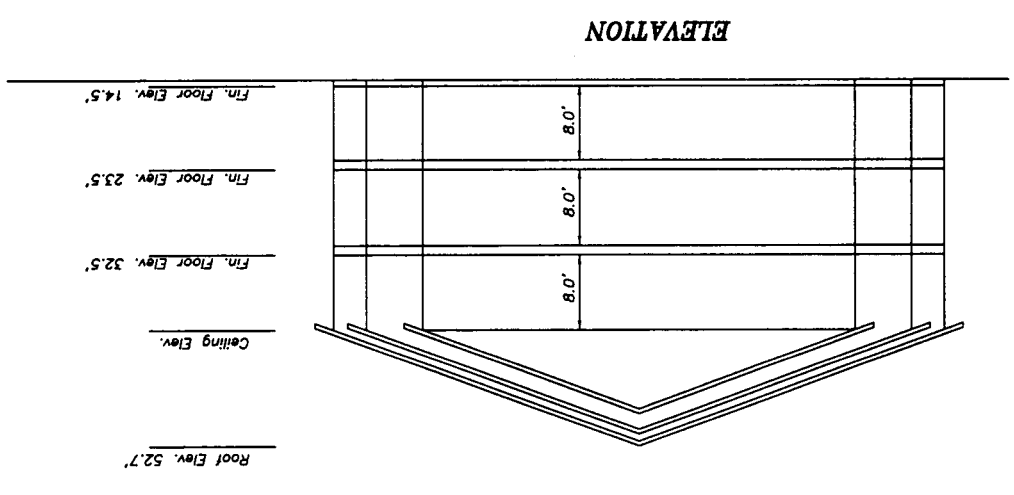
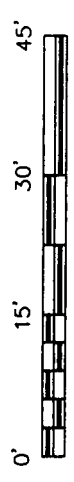
Bean, Whitaker, Lutz & Karch, Inc. (LA 4919)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 18941 INDEPENDOR BOULEVARD, FORT MYERS, FLORIDA 33908-8918 (239) 401-1331

DATE	PROJECT NO.	SCALE	SHEET	FILE NO.
2-02-05	32805	1/8" = 1'-0"	20 OF 45	4-50-26

**EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA**



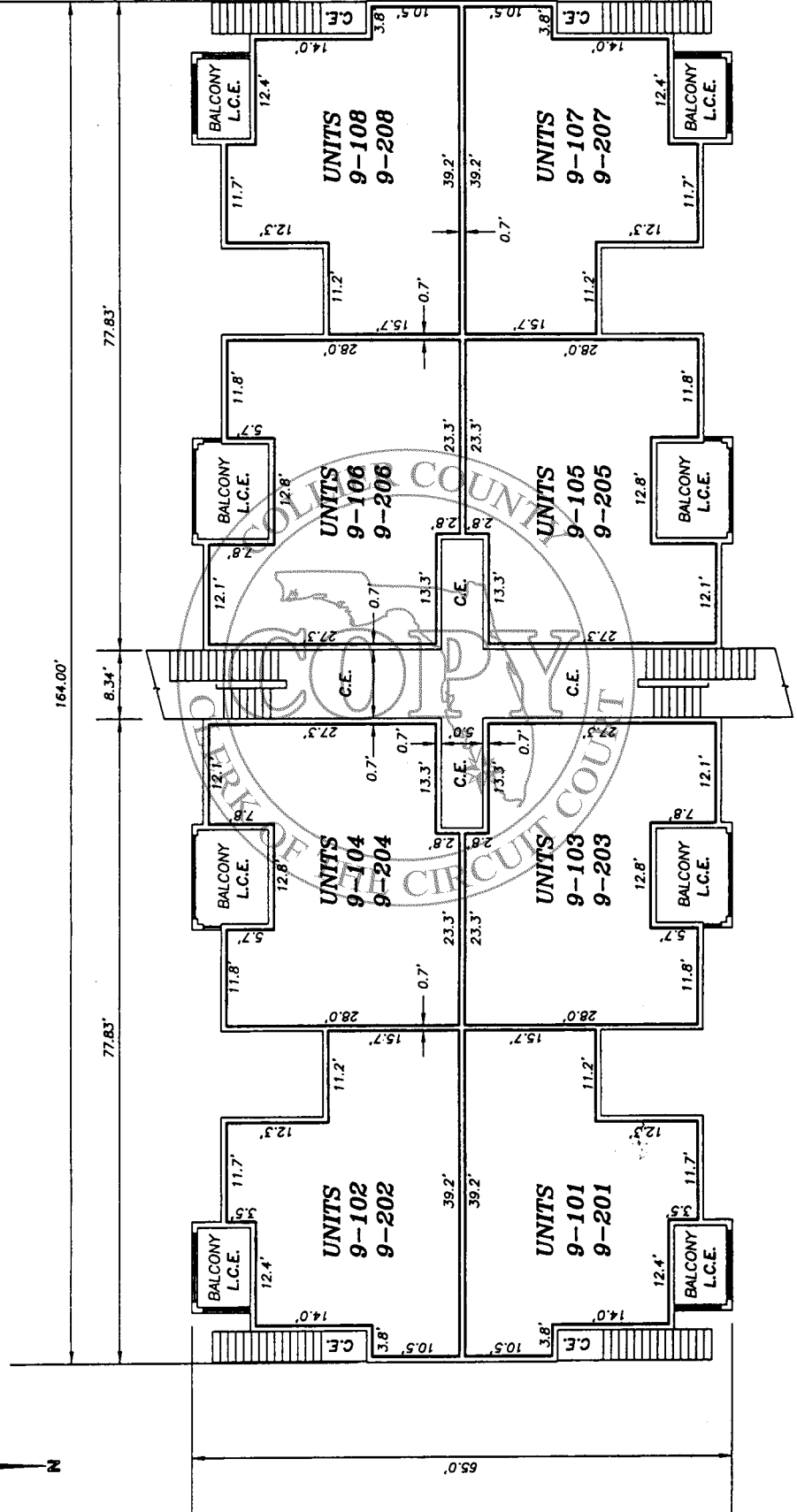
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT



**BUILDING 8
THIRD FLOOR**

Bean, Whitaker, Lutz & Kareh, Inc. (a 619)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
1804-1 MONROE BOULEVARD, FORT MYERS, FLORIDA 33901 (239) 481-1331
32805-BLDG-8-2.DWG PROJECT NO. 32805 DRAWN BY WBP SCALE 1/8"=1'-0" SHEET 31 OF 48 FILE NO. B-1-40
DATE 2-02-05 32805 WBP

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA



UNITS 901-908 = FIRST FLOOR
UNITS 909-916 = SECOND FLOOR
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

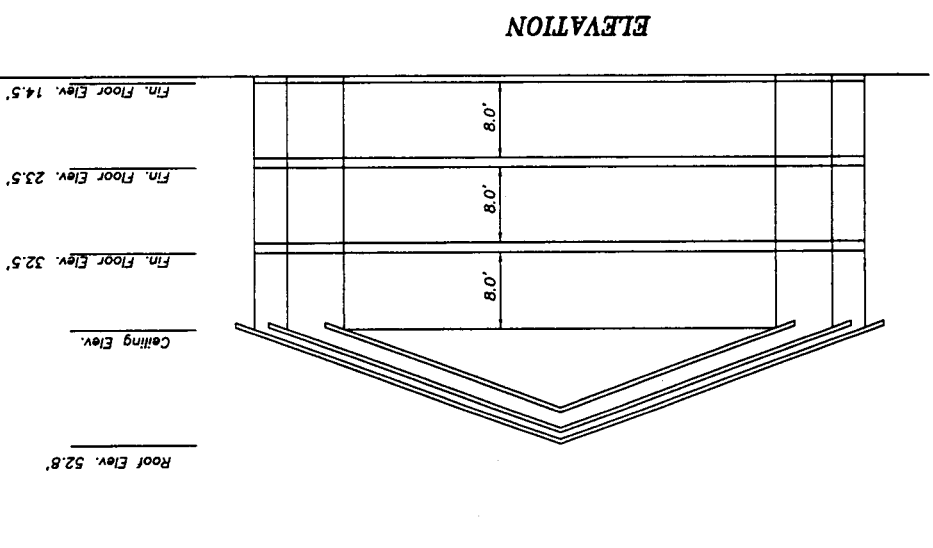
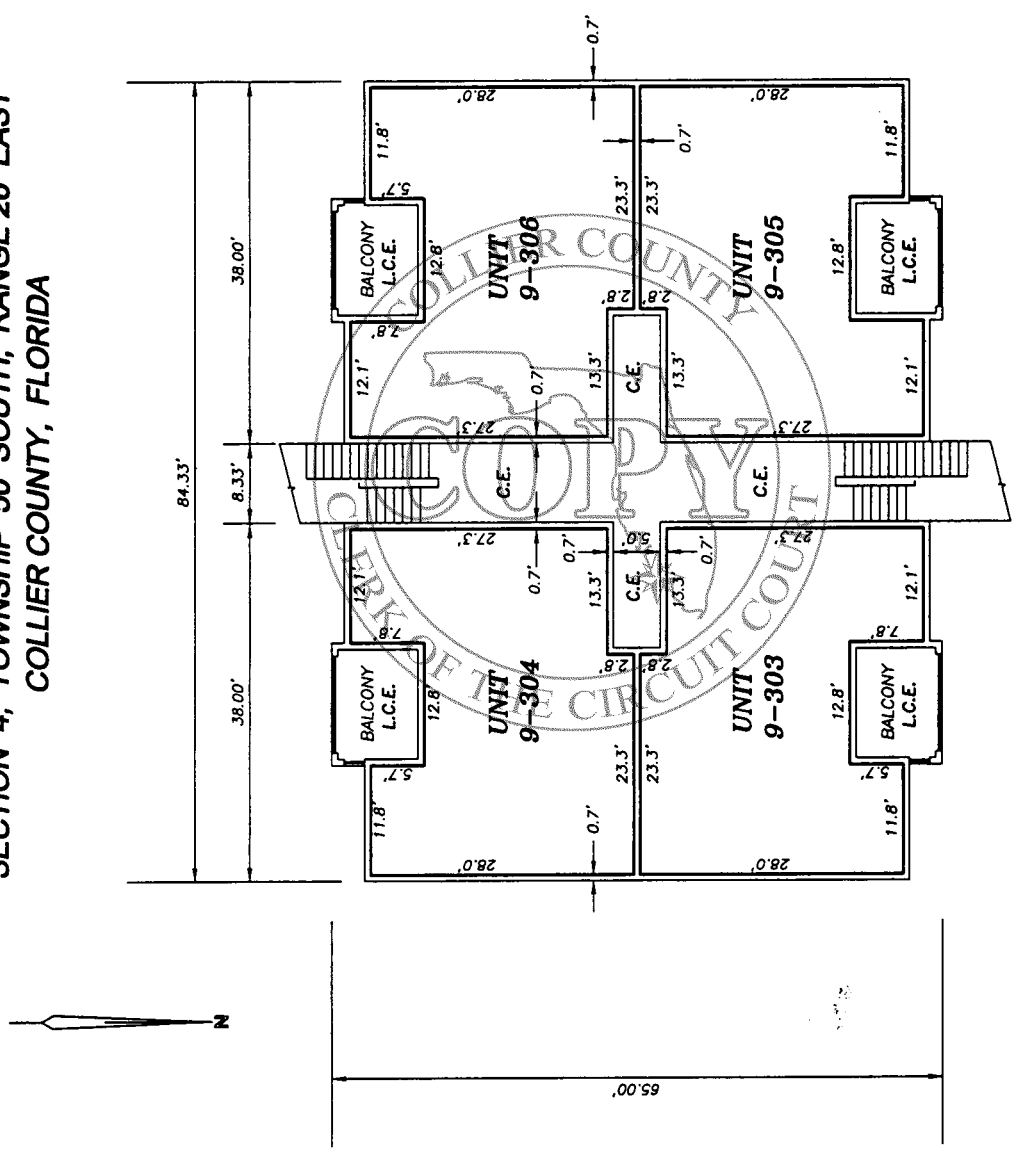


BUILDING 9
FIRST & SECOND FLOOR

Bean, Whitaker, Lutz & Kereh, Inc. (US #819)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1804-1 MCCORMICK BOULEVARD, FORT MITCHELL, FLORIDA 32549 (256) 481-1331

32805-BLDC-9-1.DWG
 DATE 2-02-05 PROJECT NO. 32805 DRAWN BY WBP CHECKED BY [] SCALE 23 OF 45 SHEET 4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA

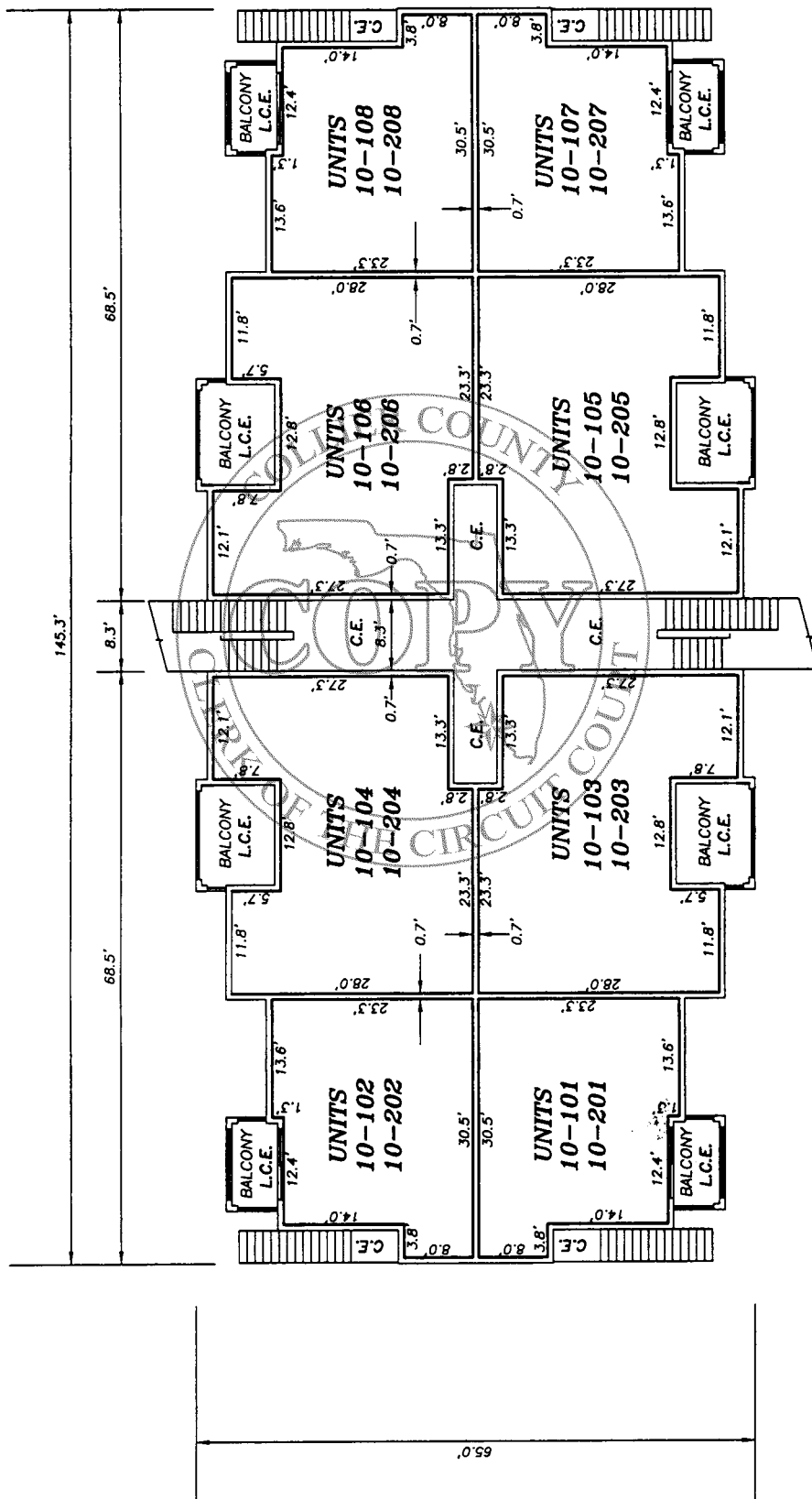


**BUILDING 9
THIRD FLOOR**

C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

Bean, Whitaker, Lutz & Kereh, Inc. (LA 4818)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1841-1 INDEPENDENCE BOULEVARD, FORT MYERS, FLORIDA 33901-8890 (239) 481-1331
 32805-BLDG-9-2.DWG
 DATE: 2-02-05 PROJECT NO.: 32805 DRAWN BY: WBP SCALE: AS SHOWN SHEET: 23 OF 45 FILE NO. (S-1-17) 4-50-28

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA



UNITS 1001-1008 = FIRST FLOOR
 UNITS 1009-1016 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT

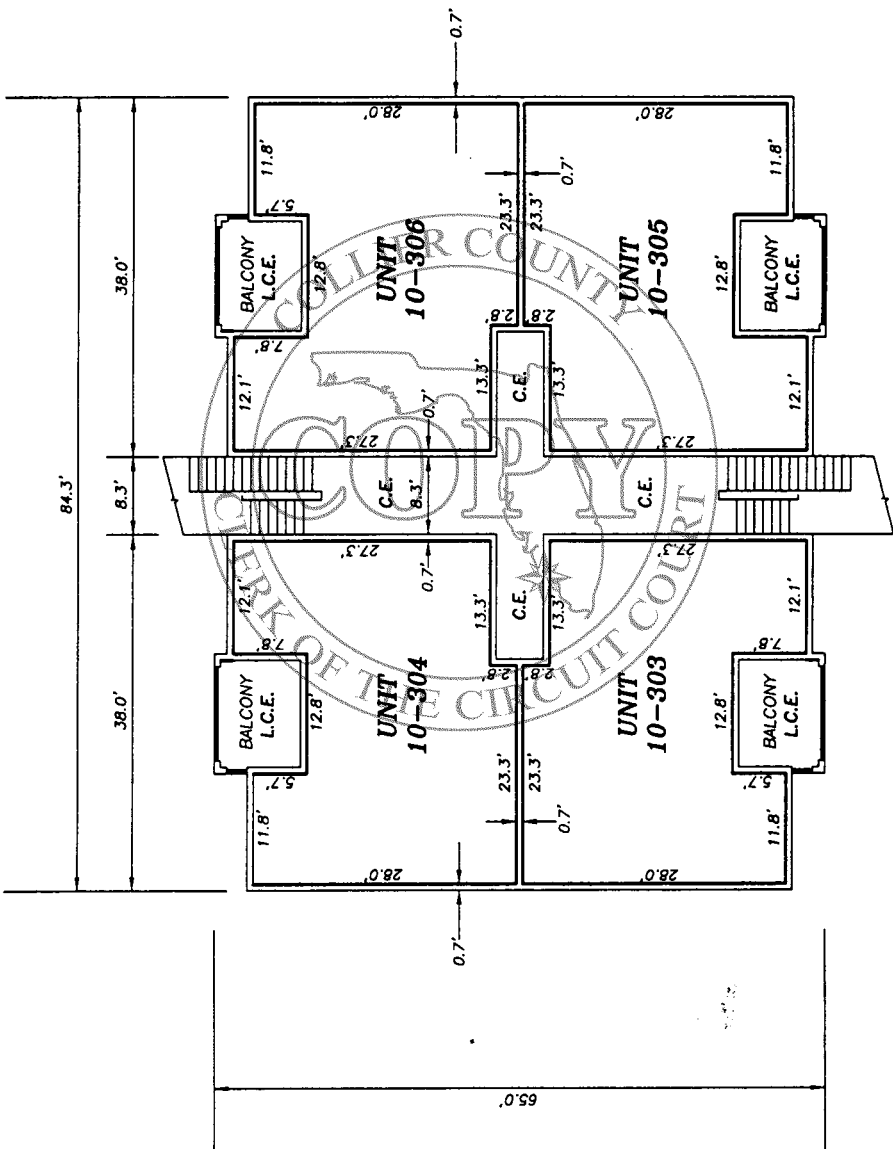


BUILDING 10
FIRST & SECOND FLOOR

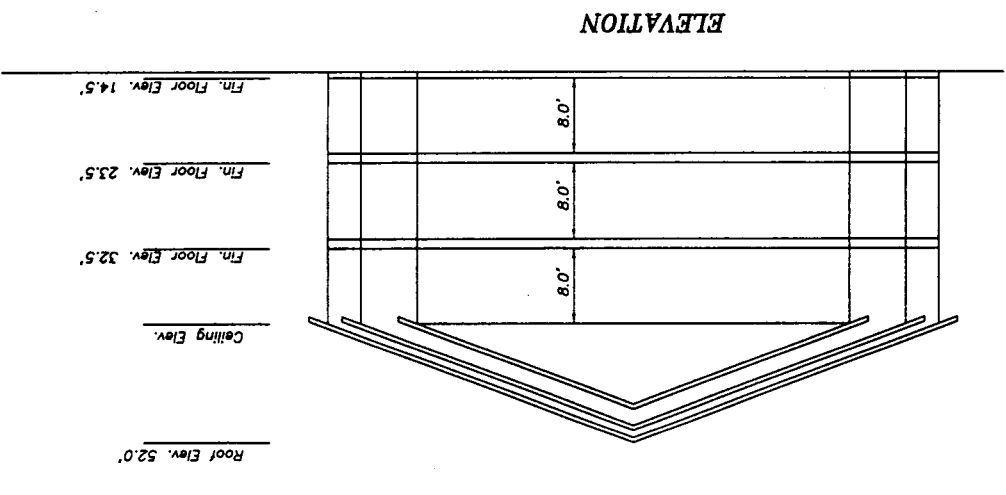
Bean, Whitaker, Lutz & Kareh, Inc. (IS 4819)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1941-1 INDEPENDENCE BOULEVARD, FORT MYERS, FLORIDA 33901-4819 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO.
2-02-05	32805	WBP		24 OF 28	4-50-26

**EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA**



C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT



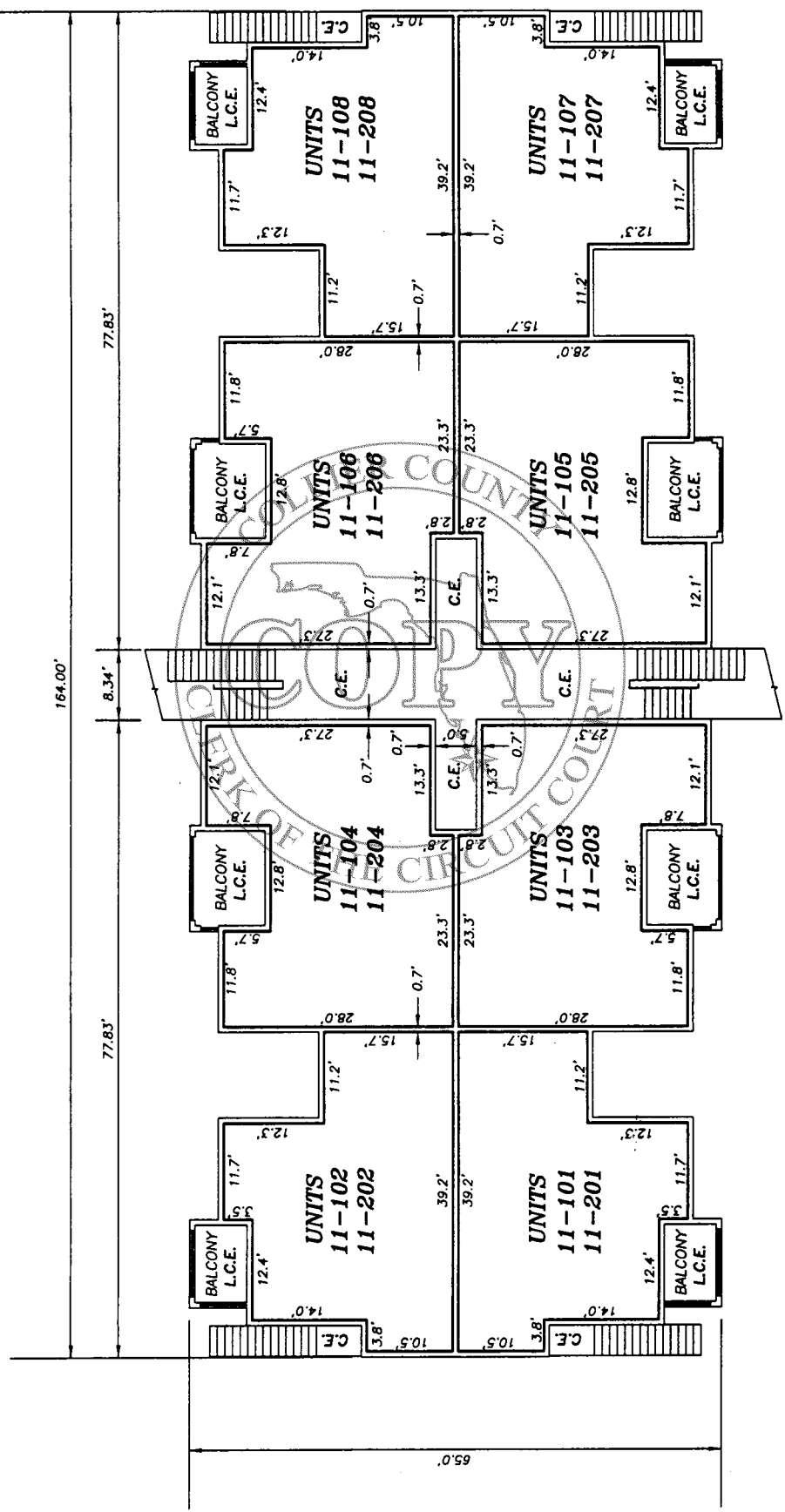
**BUILDING 10
THIRD FLOOR**

Bean, Whitaker, Lutz & Karch, Inc. (LA 4819)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1804-1 HARBOR BOULEVARD, FORT MYERS, FLORIDA 33904-8998 (239) 481-1311

32805-BLDG-10-2.DWG
 DATE 2-02-05 PROJECT NO. 32805 DRAWN BY WSP SCALE 25.0' = 1" SHEET 4-50-26 FILE NO. (S-1-4) 4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF

ENCLAVE AT NAPLES, A CONDOMINIUM
SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA



UNITS 1101-1108 = FIRST FLOOR
UNITS 1109-1116 = SECOND FLOOR
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

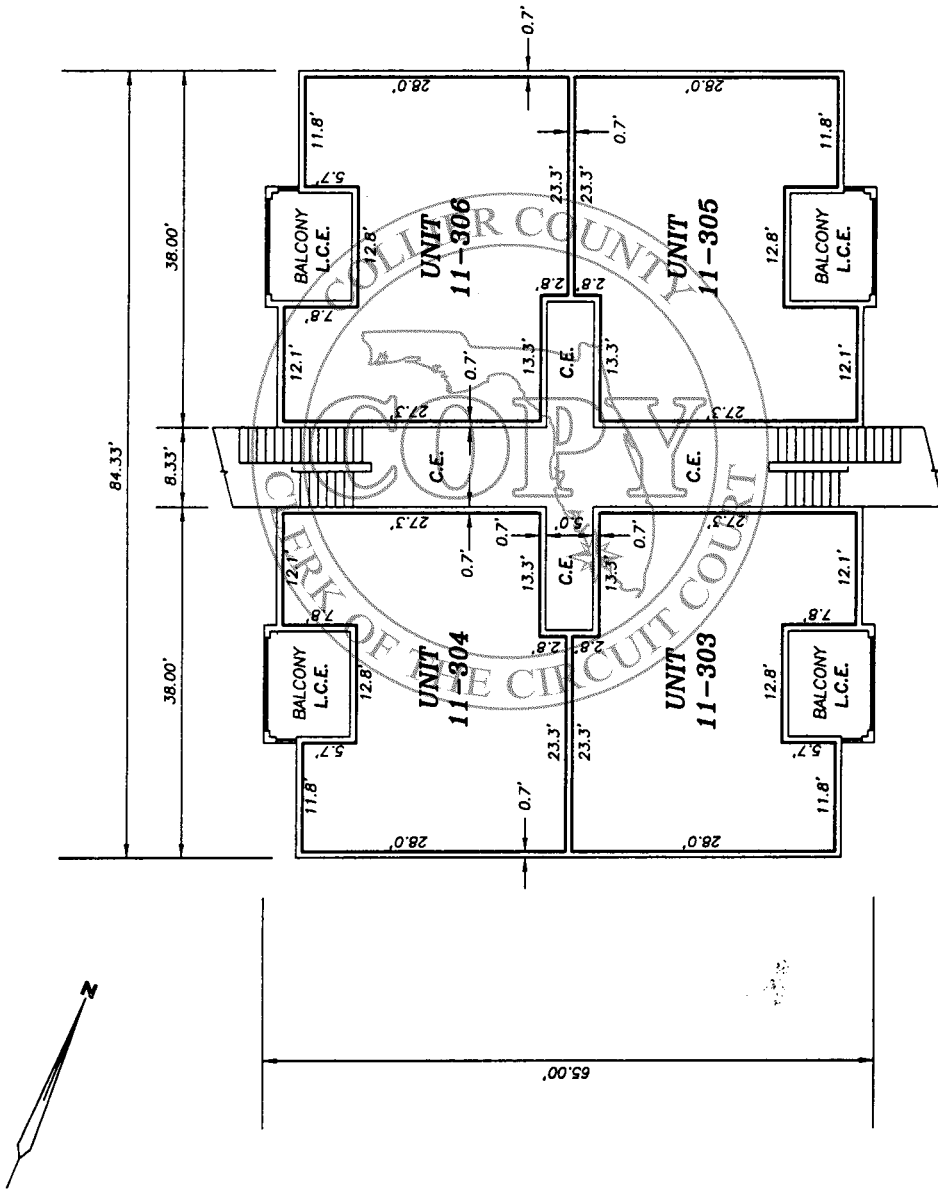


BUILDING 11
FIRST & SECOND FLOOR

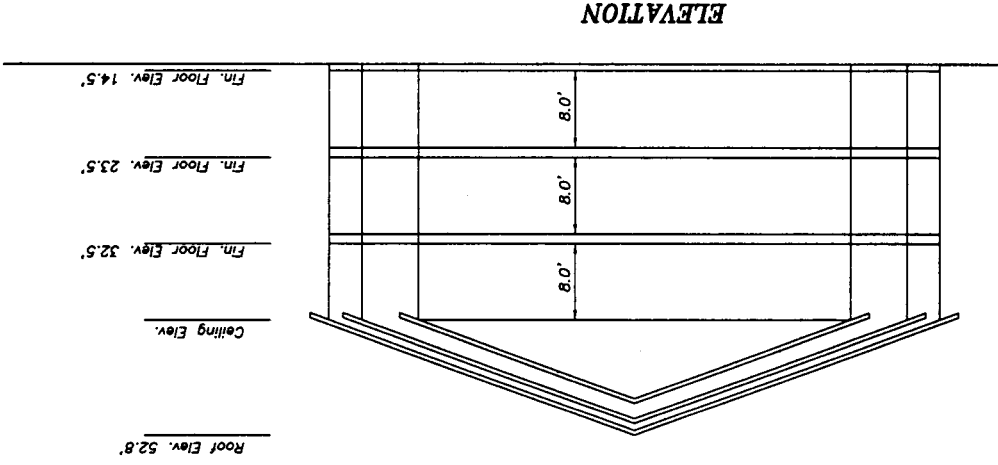
Bean, Whitaker, Lutz & Kreh, Inc. (B 4919)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
1894-1 INDEPENDENCE BOULEVARD, FORT MYERS, FLORIDA 33901-9899 (239) 491-1311

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO.
2-02-05	32805	WBP	28 OF 48	4-50-26	

**EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA**



C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT



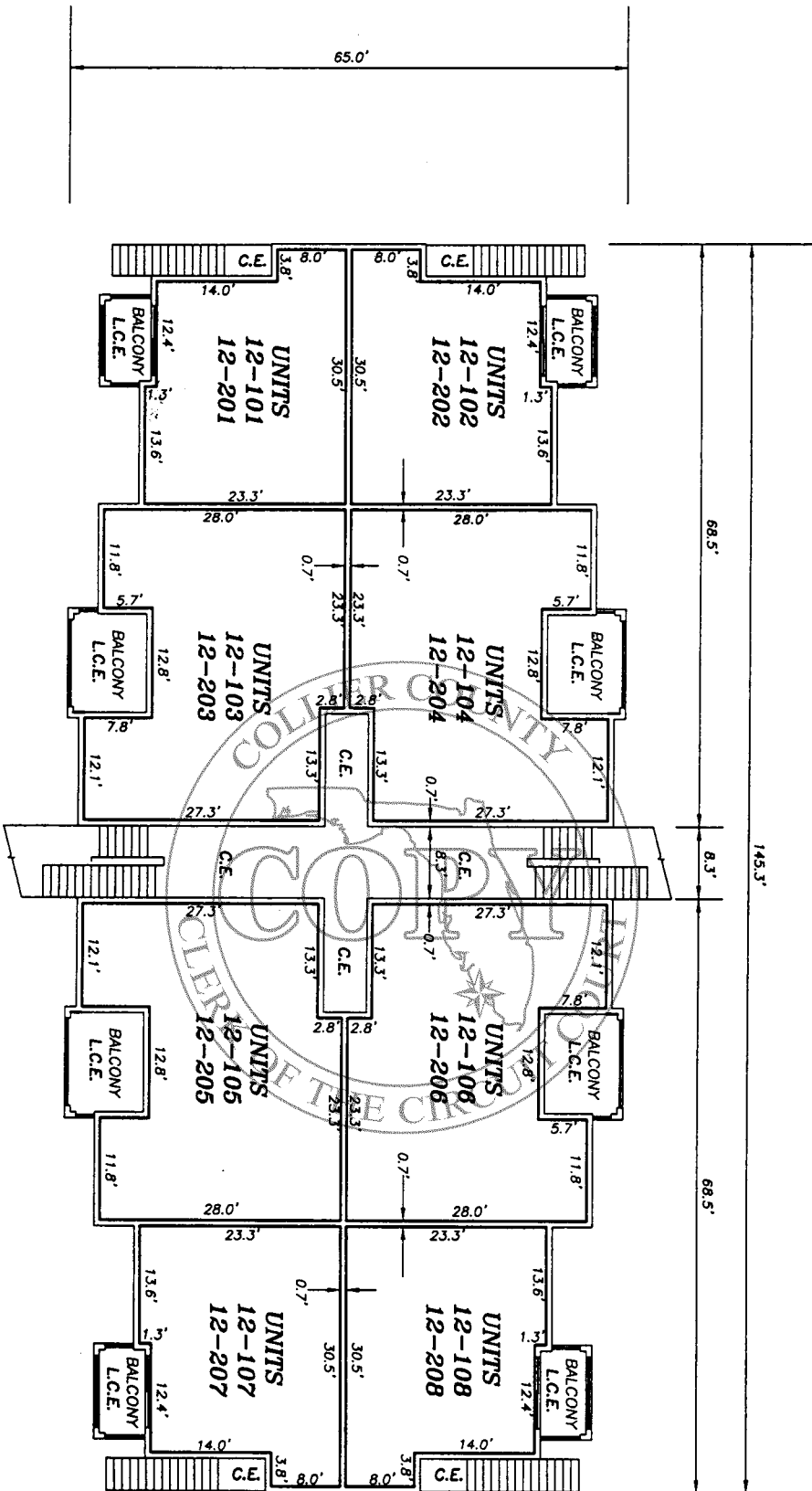
**BUILDING 11
THIRD FLOOR**

Bean, Whitaker, Lutz & Karch, Inc. (13 4918)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
1884-1 MONROE BOULEVARD, FORT MYERS, FLORIDA 33901-8916 (239) 481-1331

PROJECT NO.	32805	SCALE		SHEET	27 OF 48	FILE NO. (S-1-4)	4-50-26
DRAWN BY	WBP						
DATE	2-02-05						

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK PAGE



UNITS 1201-1208 = FIRST FLOOR
 UNITS 1209-1216 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



BUILDING 12
 FIRST & SECOND FLOOR

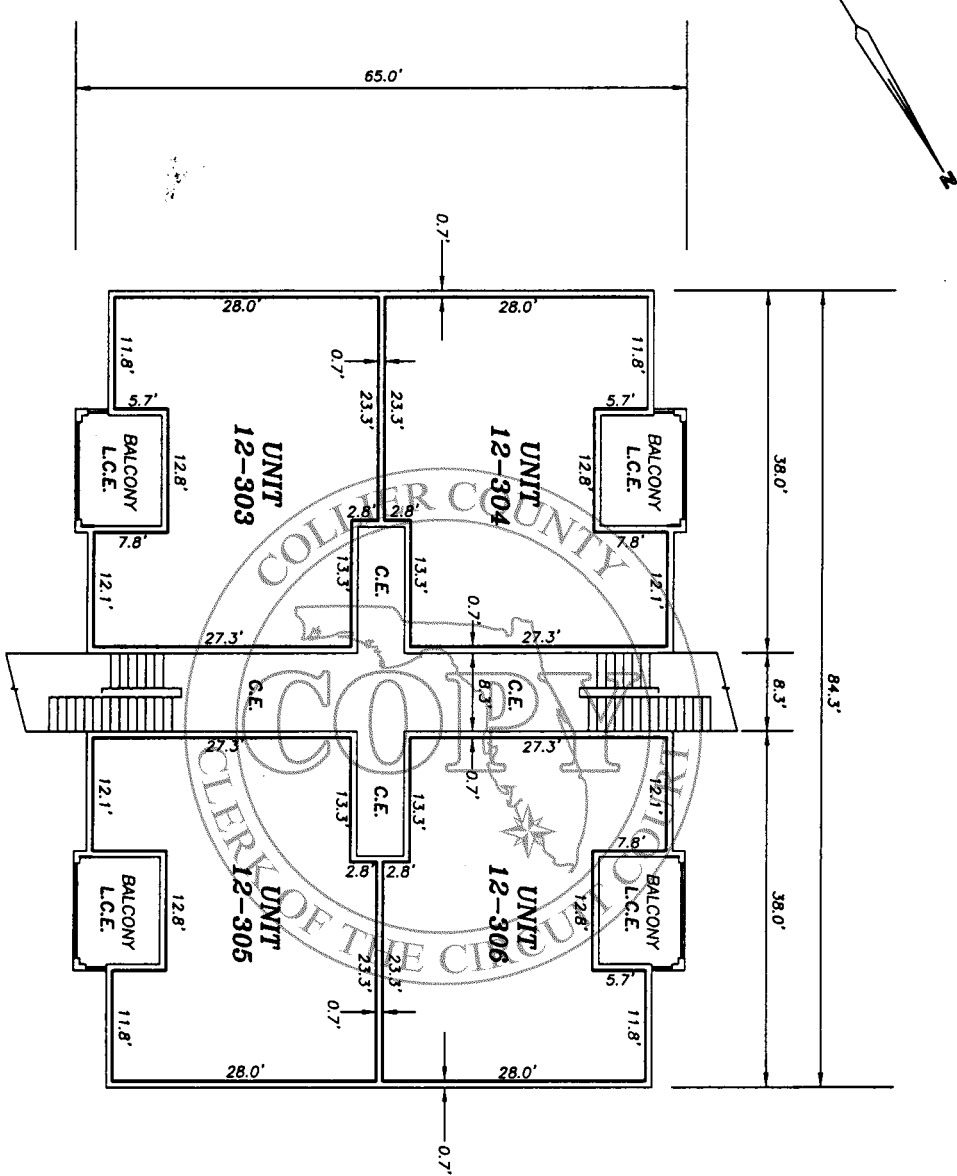
Bean, Whitaker, Lutz & Karel, Inc. (LA 4819)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

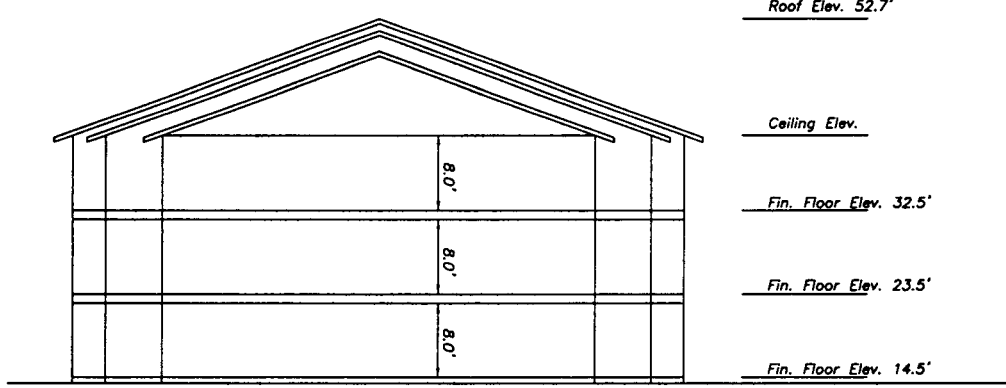
3841-1 INDEPENDENCE BOLLINGER RD. FORT MYERS, FLORIDA 33905-4910 (239) 491-1331

DATE	3/28/05	PROJECT NO.	12005	DESIGNED BY	SCALE	SHEET	TITLE NO. (3-1-8)
DATE	2-02-05	PROJECT NO.	12005	DESIGNED BY	SCALE	SHEET	TITLE NO. (3-1-8)

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



ELEVATION

Roof Elev. 52.7'
 Ceiling Elev.
 Fin. Floor Elev. 32.5'
 Fin. Floor Elev. 23.5'
 Fin. Floor Elev. 14.5'

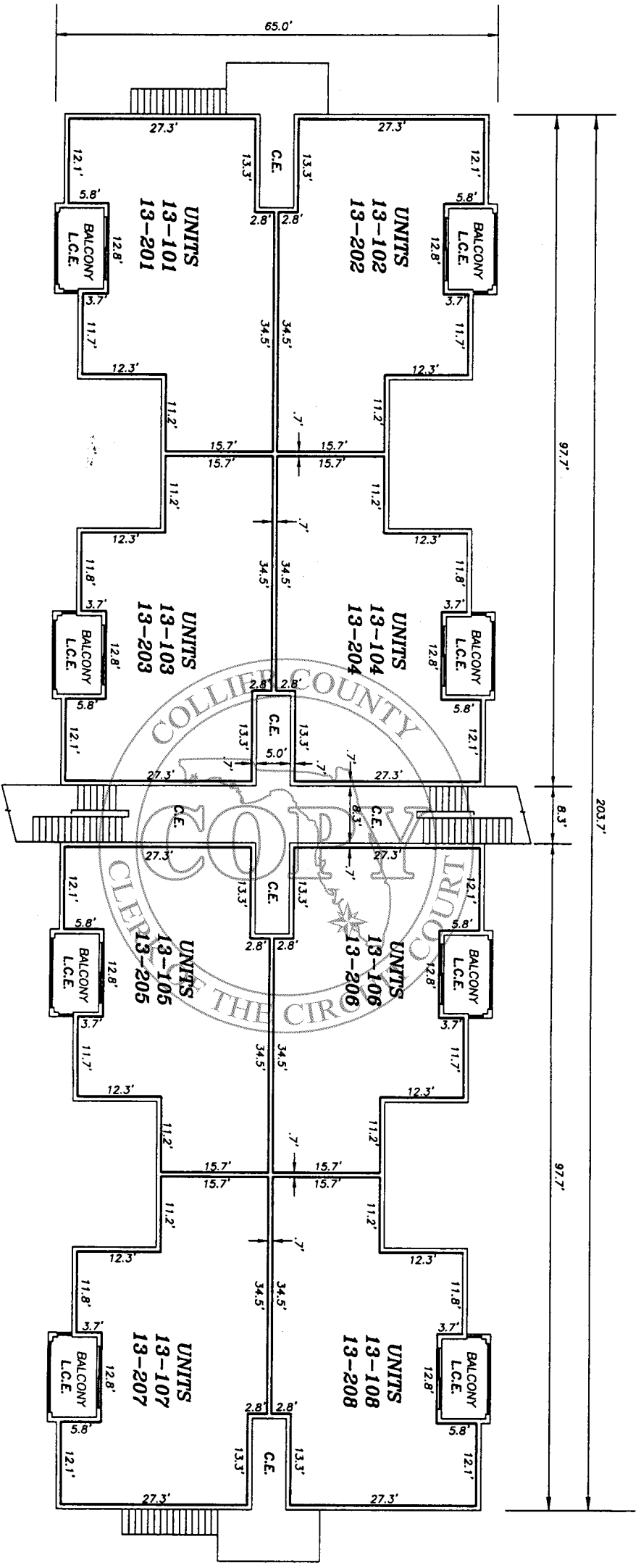
CONDOMINIUM PLAT BOOK PAGE

BUILDING 12
THIRD FLOOR

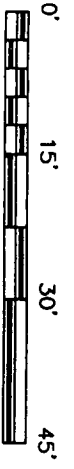
Bean, Whitaker, Lutz & Kereh, Inc. (DB 4818)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1804-1 MIDWINTER COLLEAVEN, FORT MYERS, FLORIDA 33904-4910 (239) 481-1331

32805-BLDG-12-2-DWG
 DATE 2-02-05
 PRODUCED BY WBP
 SCALE 3/8" = 1'-0"
 SHEET 28 OF 44
 TEL NO. (813) 450-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



UNITS 1301-1308 = FIRST FLOOR
 UNITS 1309-1316 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



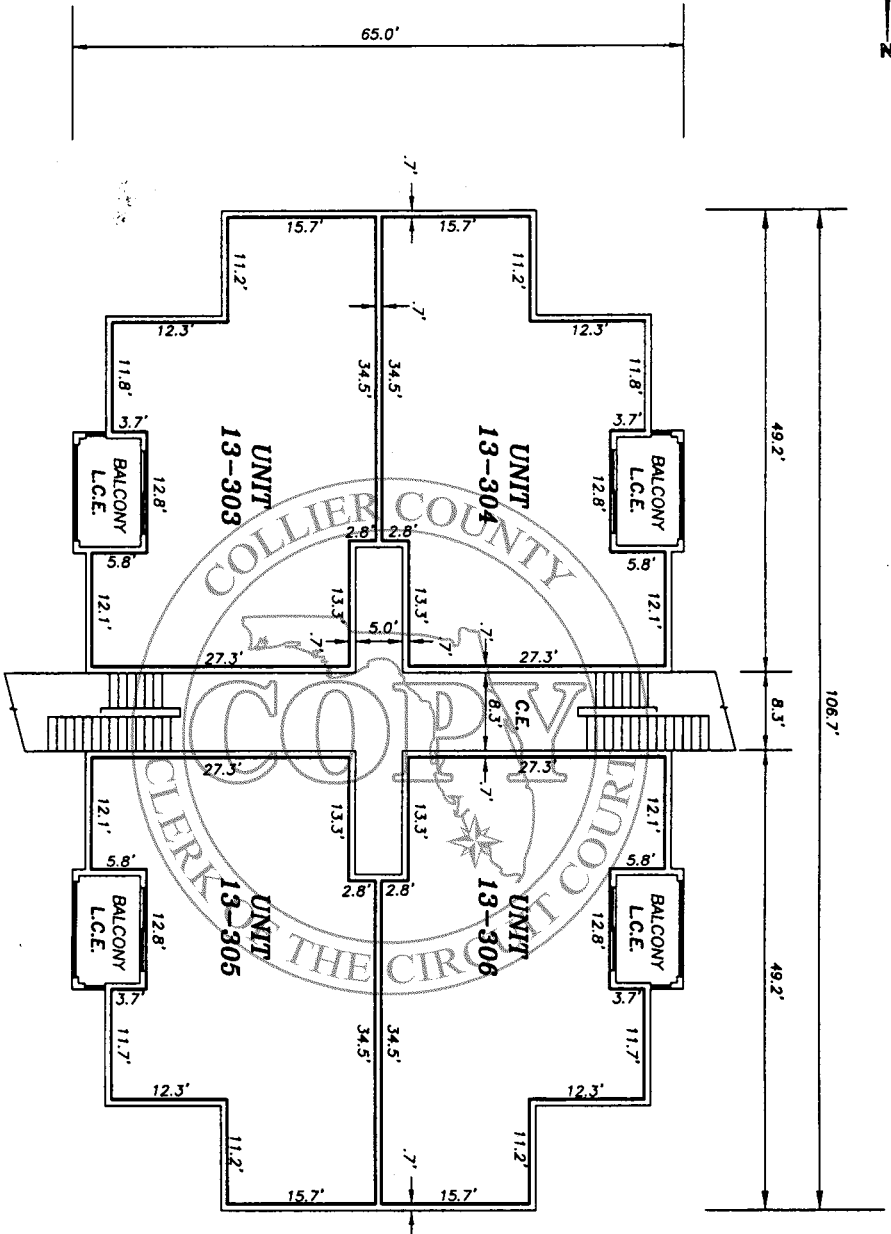
BUILDING 13
 FIRST & SECOND FLOOR

Bean, Whitaker, Lutz & Kareh, Inc. (23 4419)

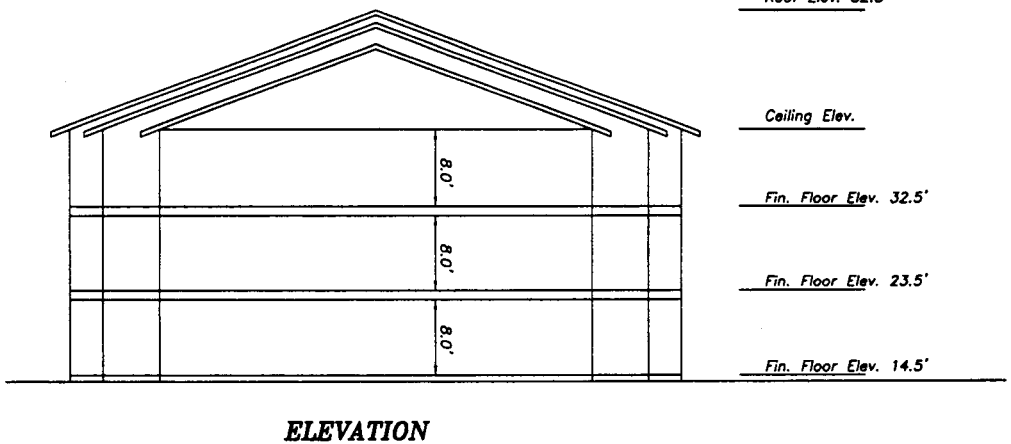
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 5641-1 BOULEVARD, PORT MYRTLE, FLORIDA 33991-9999 (239) 481-1311

PROJECT NO.	32805	SCALE	SHEET	30 OF 48	PLAT NO. (P-1-10)	4-50-28
DATE	2-02-05	DESIGNED BY	WBP			

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



BUILDING 13
 THIRD FLOOR

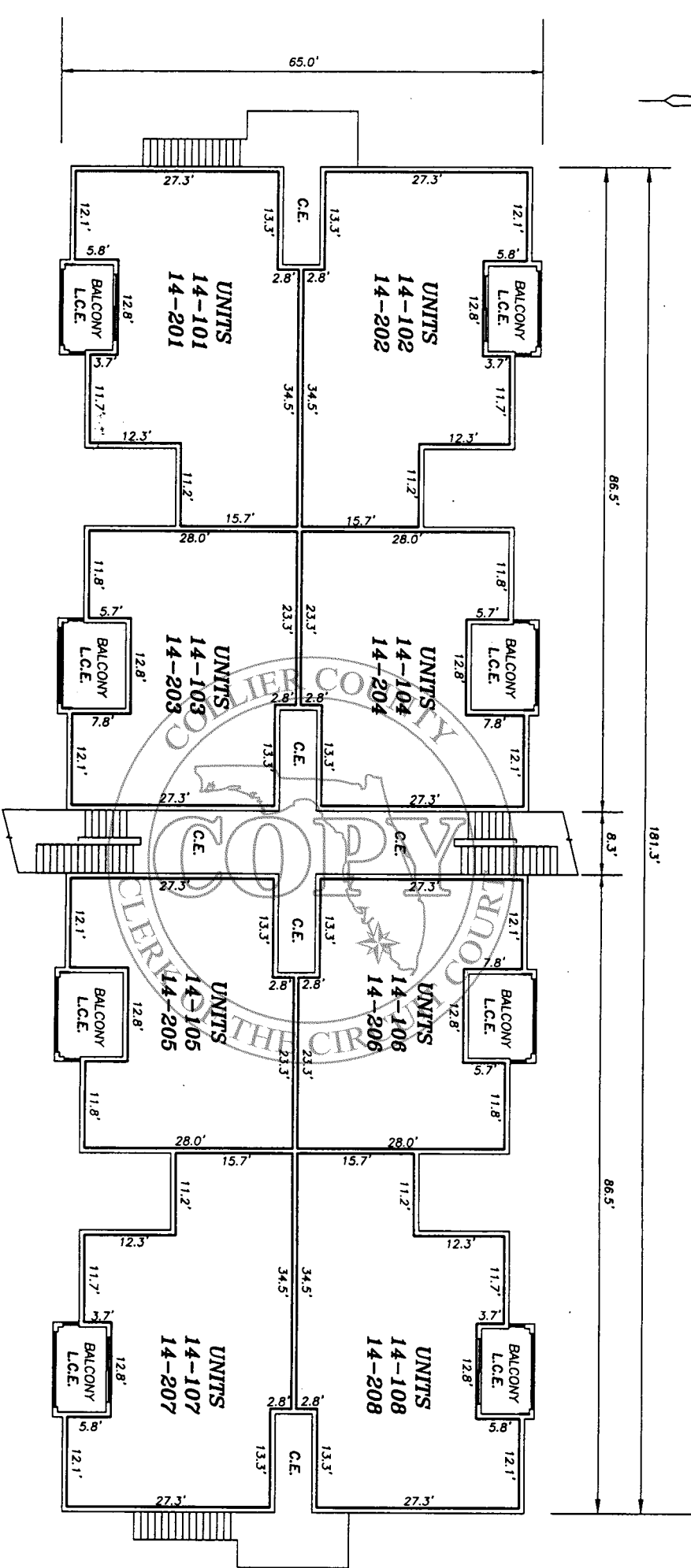
Bean, Whitaker, Lutz & Karel, Inc. (B 410)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

1841-1 ANDERSON BOULEVARD, FORT MYERS, FLORIDA 33904 (239) 481-1331

DATE	3/20/05	PROJECT NO.	32805	SCALE	SHEET	FILE NO.
2-02-05		32805			31 OF 48	4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



UNITS 1401-1408 = FIRST FLOOR
 UNITS 1409-1416 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



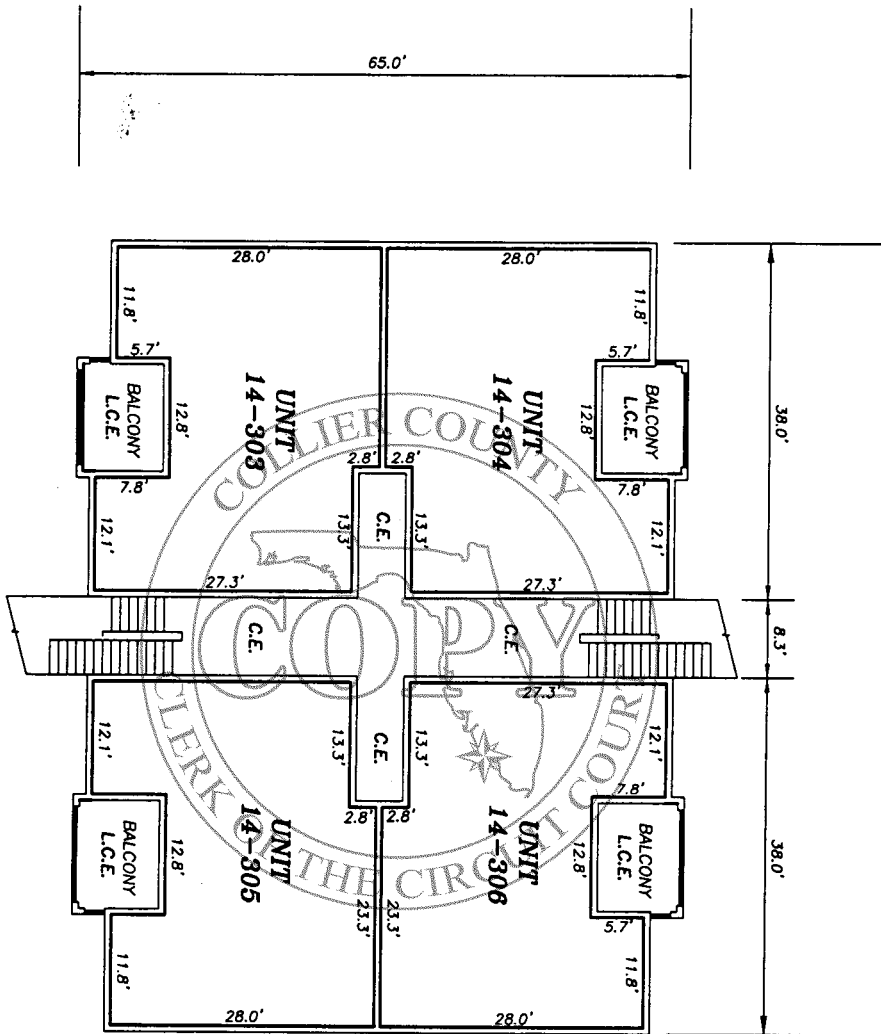
BUILDING 14
FIRST & SECOND FLOOR

Bean, Whitaker, Lutz & Kareh, Inc. (20 4919)

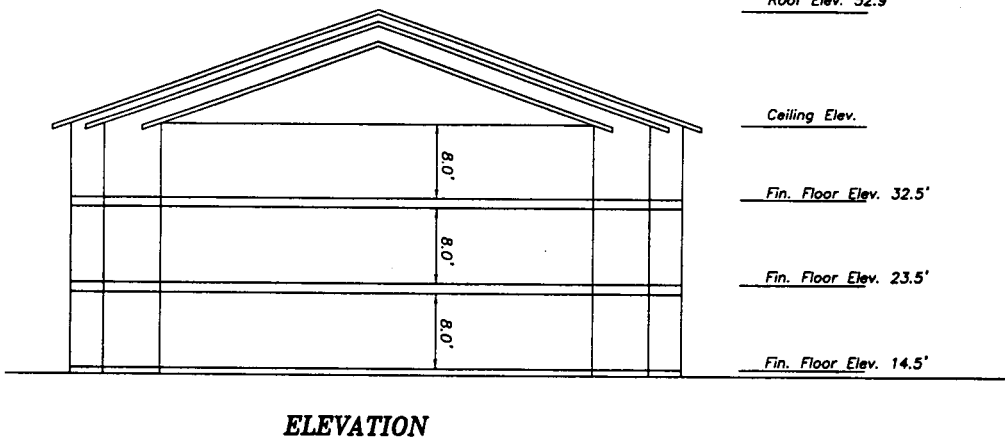
CIVIL ENGINEERS - SURVEYORS AND MAPERS - PLANNERS
 5841-1 MONROE BOULEVARD, FORT MYERS, FLORIDA 33919-9190 (239) 491-1331

32805-BLDG-14-1-DWG	DATE	2-02-05	PROJECT NO.	32805	DRAWN BY	WBP	SCALE	SHEET	32 OF 46	PLT. NO. (S-1-10)	4-50-28
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EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



ELEVATION

BUILDING 14
 THIRD FLOOR

Bean, Whitaker, Lutz & Karel, Inc. (w 419)

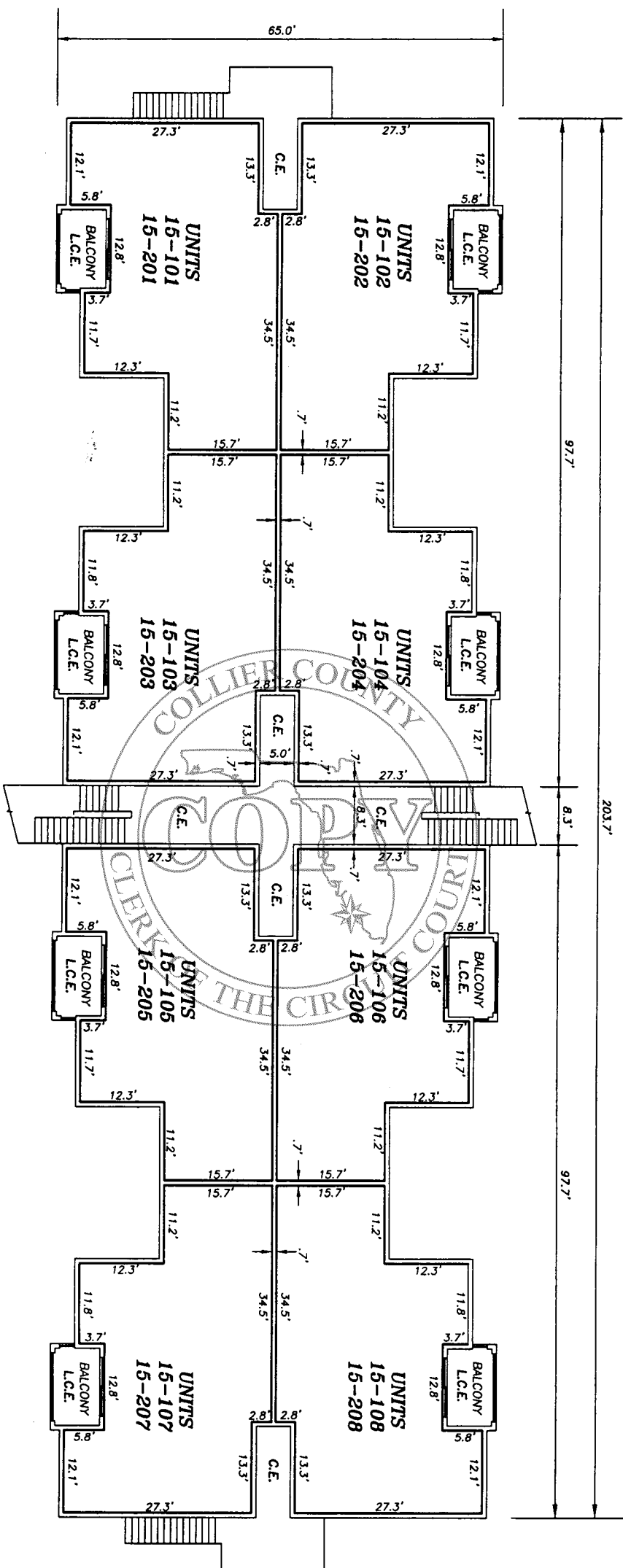
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

1844-1 ANDERSON BOLLINGER, FORT MYERS, FLORIDA 33904-9898

(239) 481-1331

PROJECT NO.	32805	DATE	2-02-05	SCALE		SHEET	33 OF 48	FILE NO.	04-1-8
PROJECT BY	WBK	DATE		SCALE		SHEET		FILE NO.	4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



UNITS 1501-1508 = FIRST FLOOR
 UNITS 1509-1516 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



BUILDING 15
FIRST & SECOND FLOOR

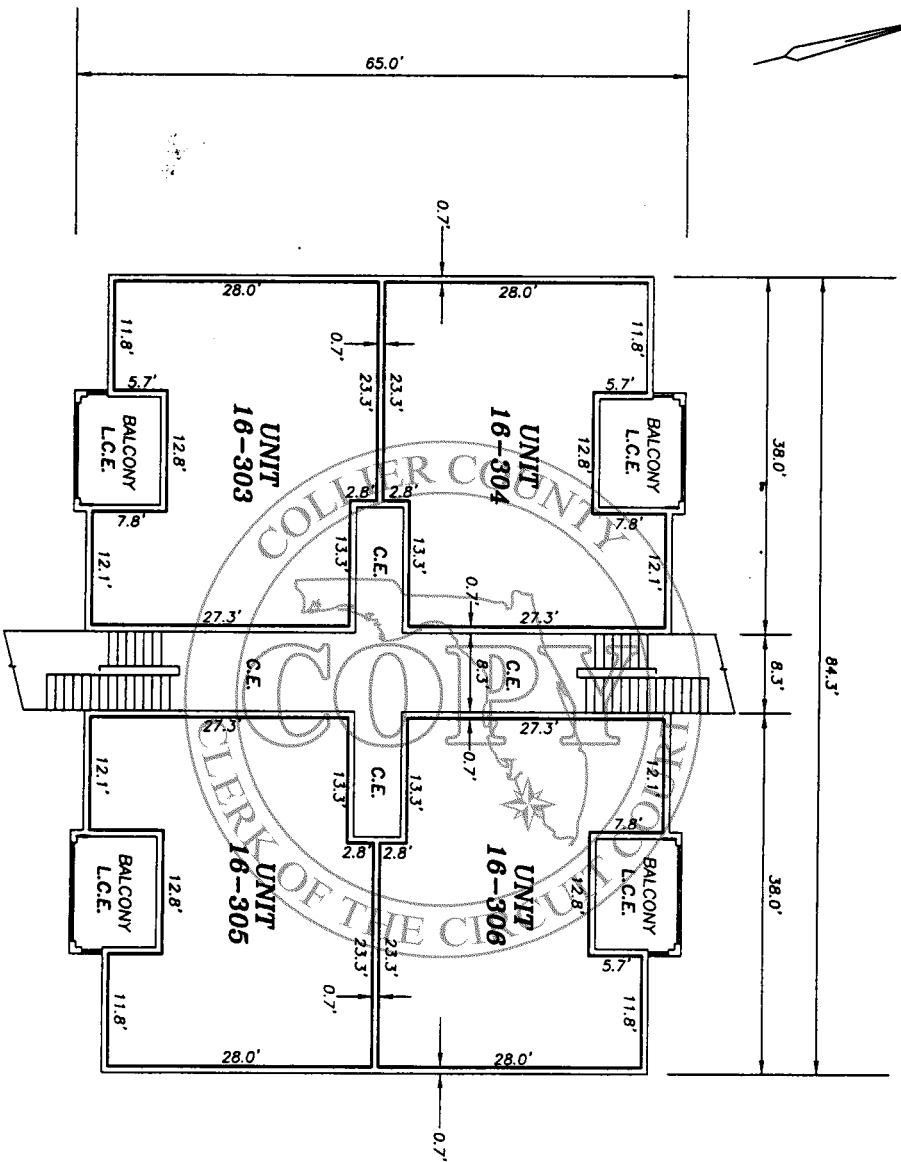
Bean, Whitaker, Lutz & Karih, Inc. (US 4818)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

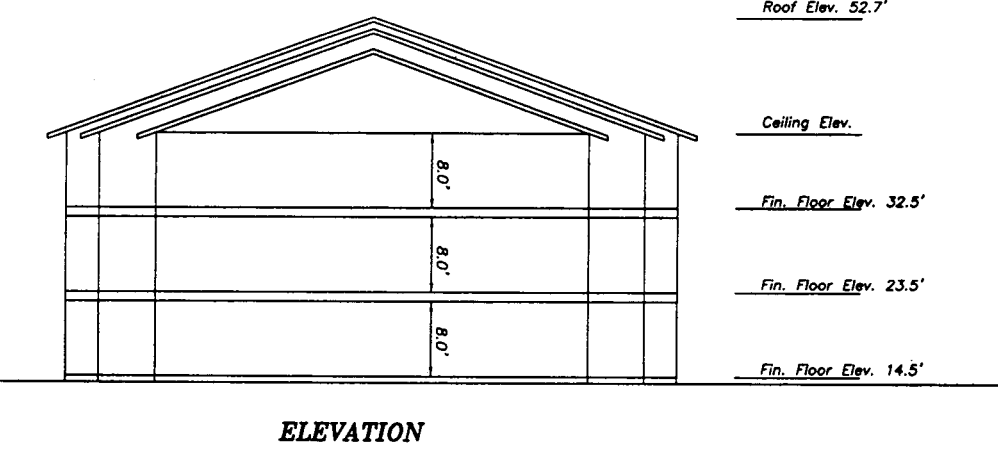
150414 WOODSON BOULEVARD, PORT ANNEA, FLORIDA 34135 (239) 461-1311

32805-BLDG-15-1.DWG	DATE	2-02-05	PROJECT NO.	32805	DRAWN BY	WBP	SCALE	3/4" = 1'-0"	SHEET	34 OF 48	FILE NO. (S-1-8)	4-50-26
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EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



ELEVATION

BUILDING 16
 THIRD FLOOR

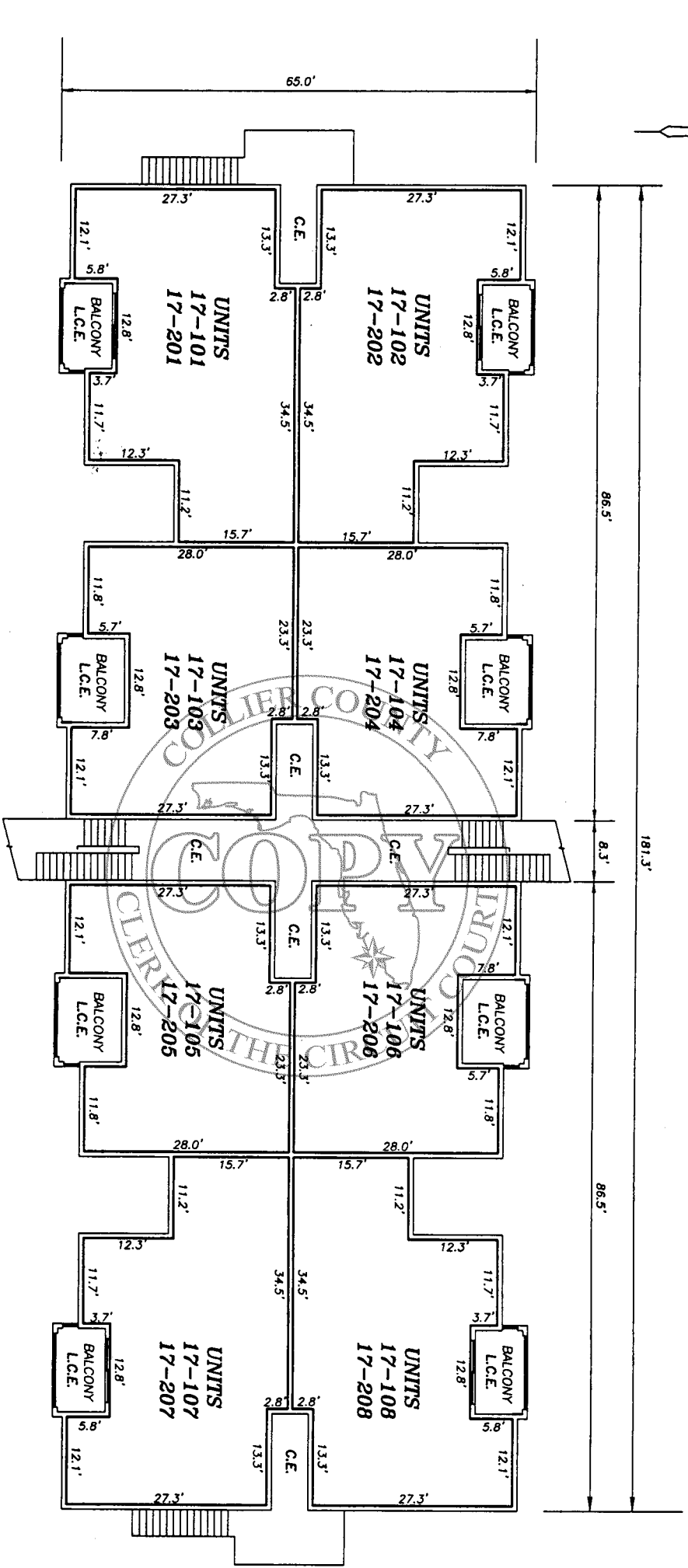
Bean, Whitaker, Lutz & Kreh, Inc. (US 4915)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1881 W. INDEPENDENCE BOULEVARD, PORT MYRTLE, FLORIDA 33958-9899 (239) 41-1131

PROJECT NO.	32805	DATE	2-02-05
DRAWN BY	WBP	SCALE	
SHEET	37 OF 48	FILE NO.	9-1-10
			4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK PAGE



BUILDING 17
 FIRST & SECOND FLOOR

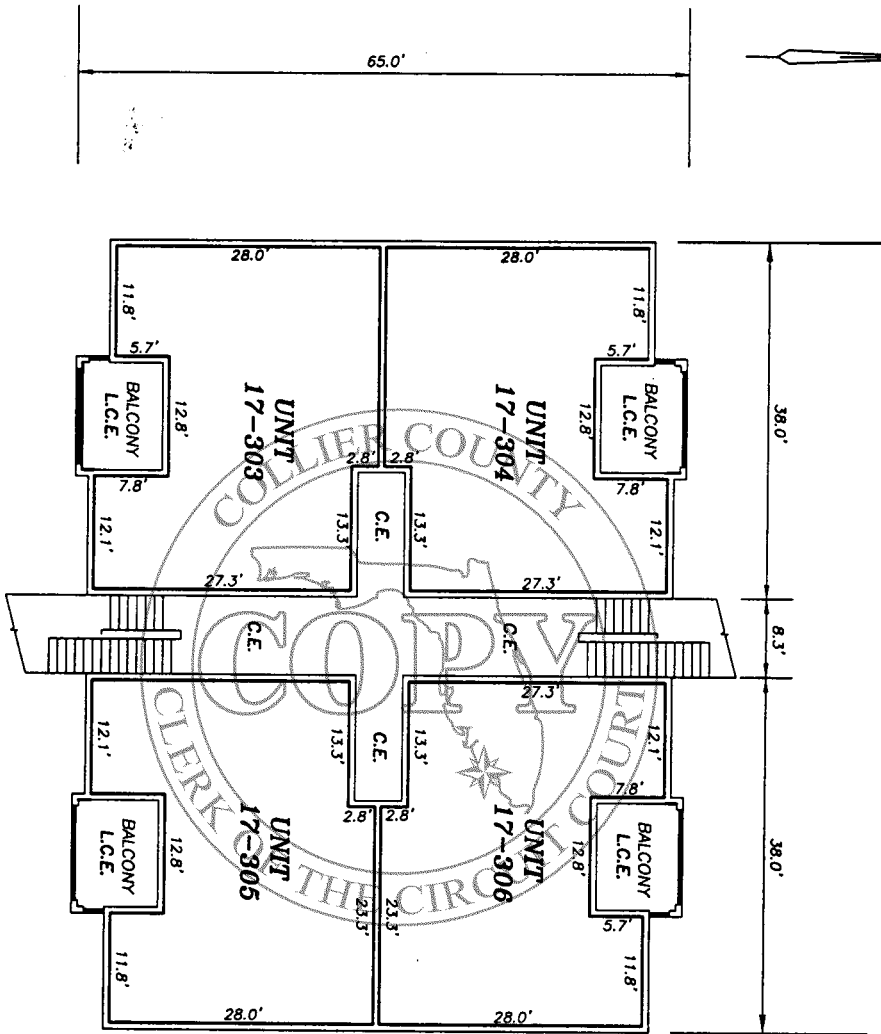
UNITS 1701-1708 = FIRST FLOOR
 UNITS 1709-1716 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



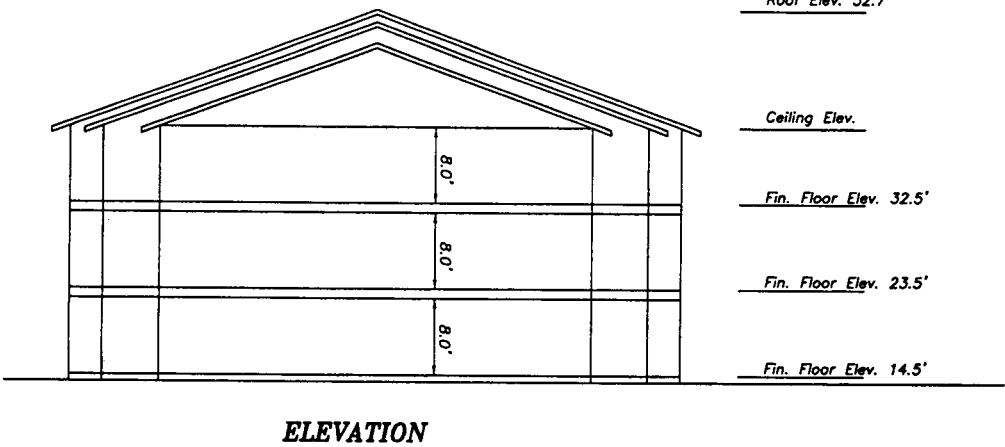
Bean, Whitaker, Lutz & Karch, Inc. (29 4818)
 CHL. ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 15041-1 WOODSON BOULEVARD, FORT LEVY, FLORIDA 39180-8910 (250) 481-1331

DATE	PROJECT NO.	ISSUED BY	SCALE	SHEET	TITLE NO. (P-1-10)
2-02-05	32805	WBP		38 OF 46	4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT

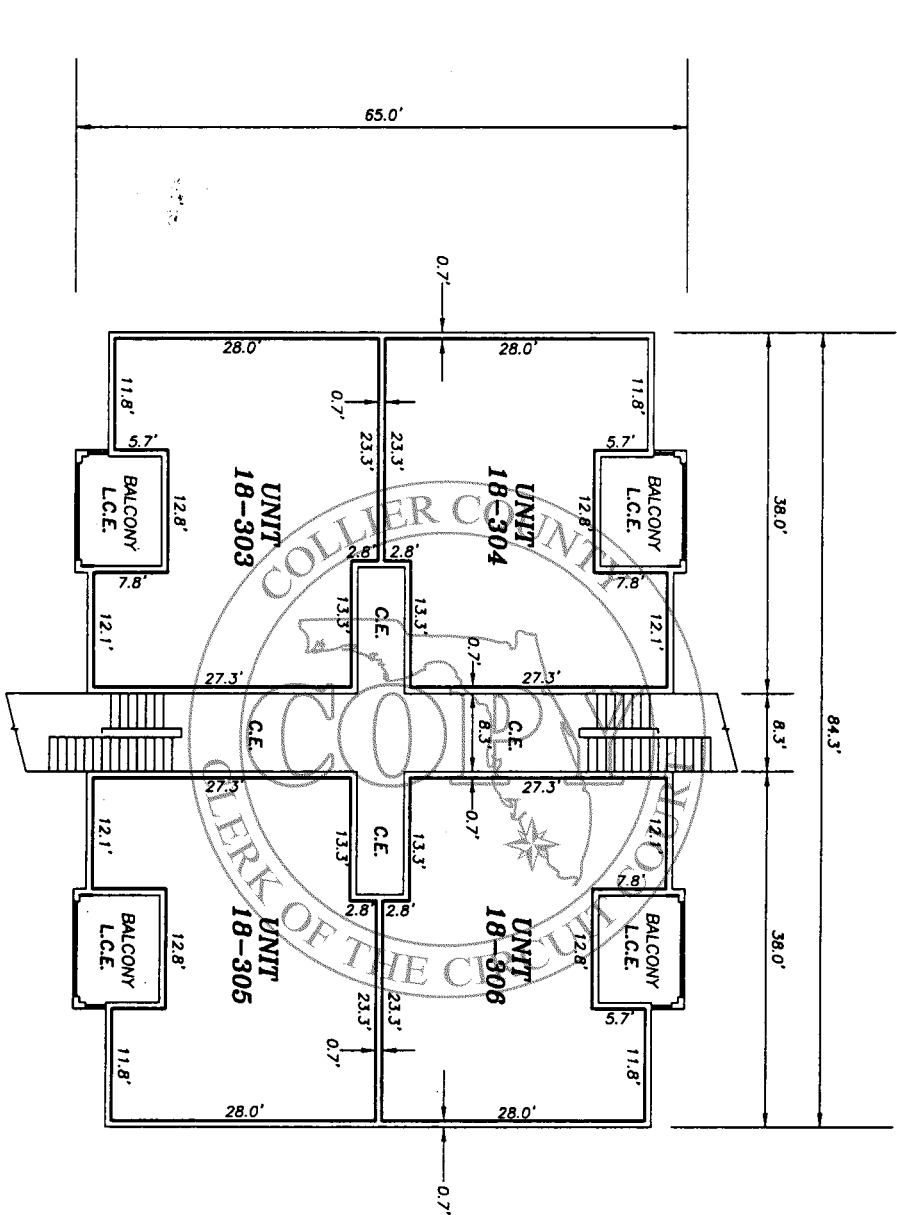


BUILDING 17
 THIRD FLOOR

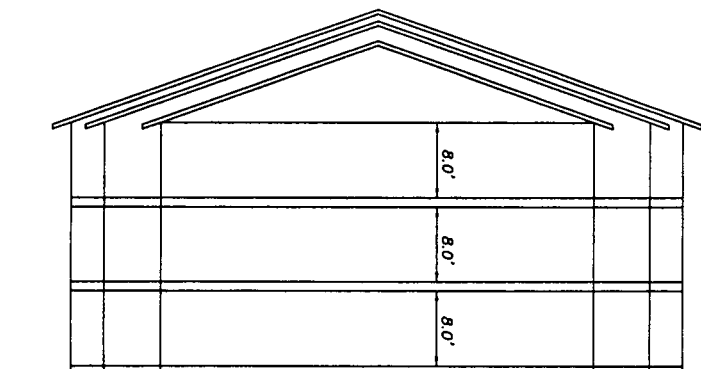
Bean, Whitaker, Lutz & Kreh, Inc. (3349)

32805-BLDG-17-2-DWG	PROJECT NO.	32805	DATE	2-02-05
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS	DRAWN BY	WBP	SCALE	AS SHOWN
15014 MONROE BOULEVARD, FORT MYERS, FLORIDA 33903-9900	SHEET NO.	39 OF 45	DATE	4-50-26
(239) 461-1331	PLT. NO.	(3-1-9)		

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



ELEVATION

Roof Elev. 52.8'

Ceiling Elev.

Fin. Floor Elev. 32.5'

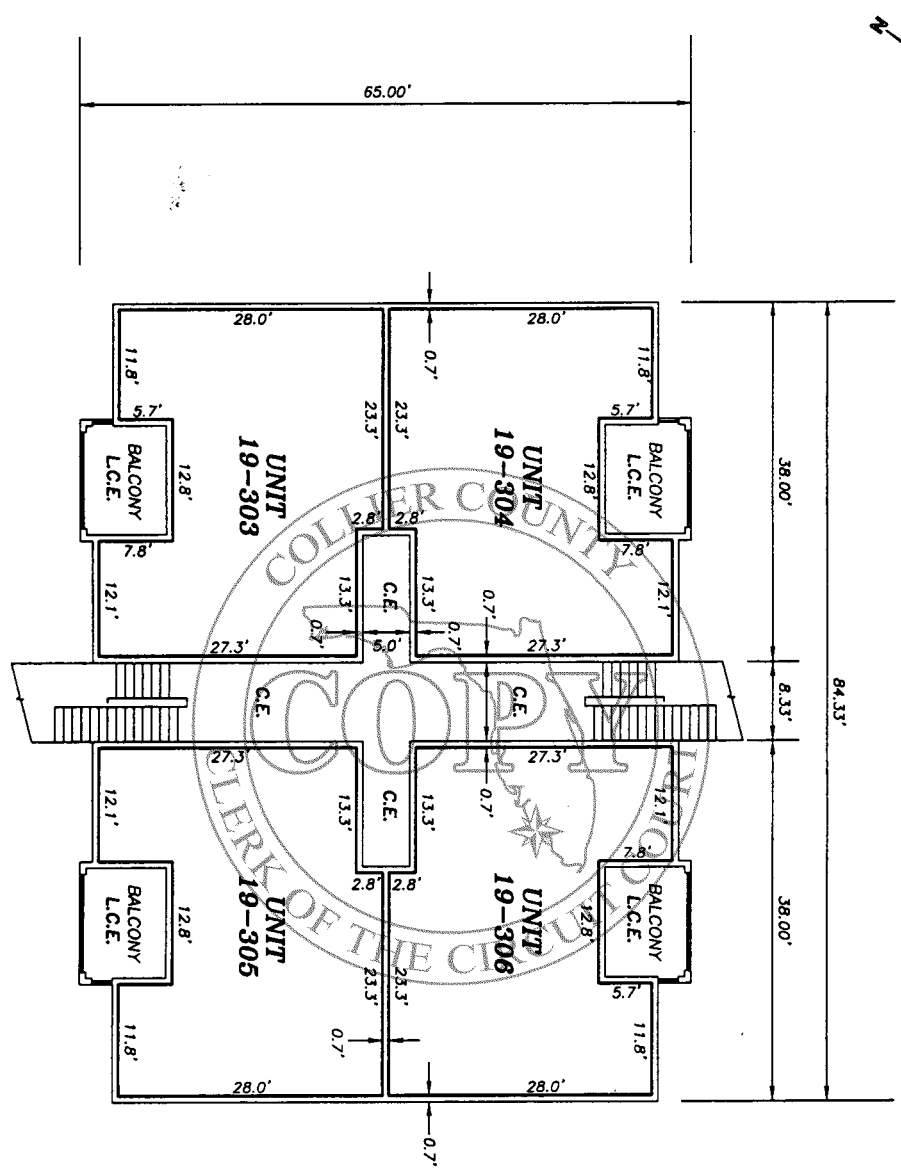
Fin. Floor Elev. 23.5'

Fin. Floor Elev. 14.5'

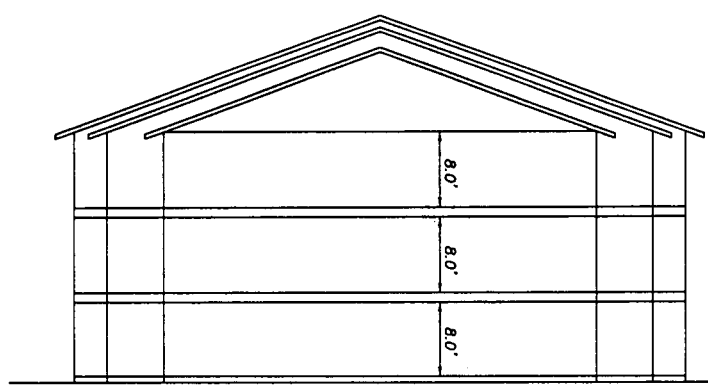
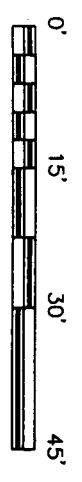
BUILDING 18
 THIRD FLOOR

32805-BLDG-18-2.DWG		DATE		2-02-05	
Bean, Whitaker, Lutz & Kareh, Inc. (28 4819)		PROJECT NO.		32805	
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS		DRAWN BY		WBP	
1801-11 INDEPENDENCE BOULEVARD, FORT MYERS, FLORIDA 33904-9410 (239) 481-1331		SCALE		SHEET	
				11 OF 18	
		FILE NO. (S-1-10)		4-50-26	

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA



C.E. - COMMON ELEMENT
 L.C.E. - LIMITED COMMON ELEMENT



Roof Elev. 52.9'
 Ceiling Elev.
 Fin. Floor Elev. 32.5'
 Fin. Floor Elev. 23.5'
 Fin. Floor Elev. 14.5'

ELEVATION

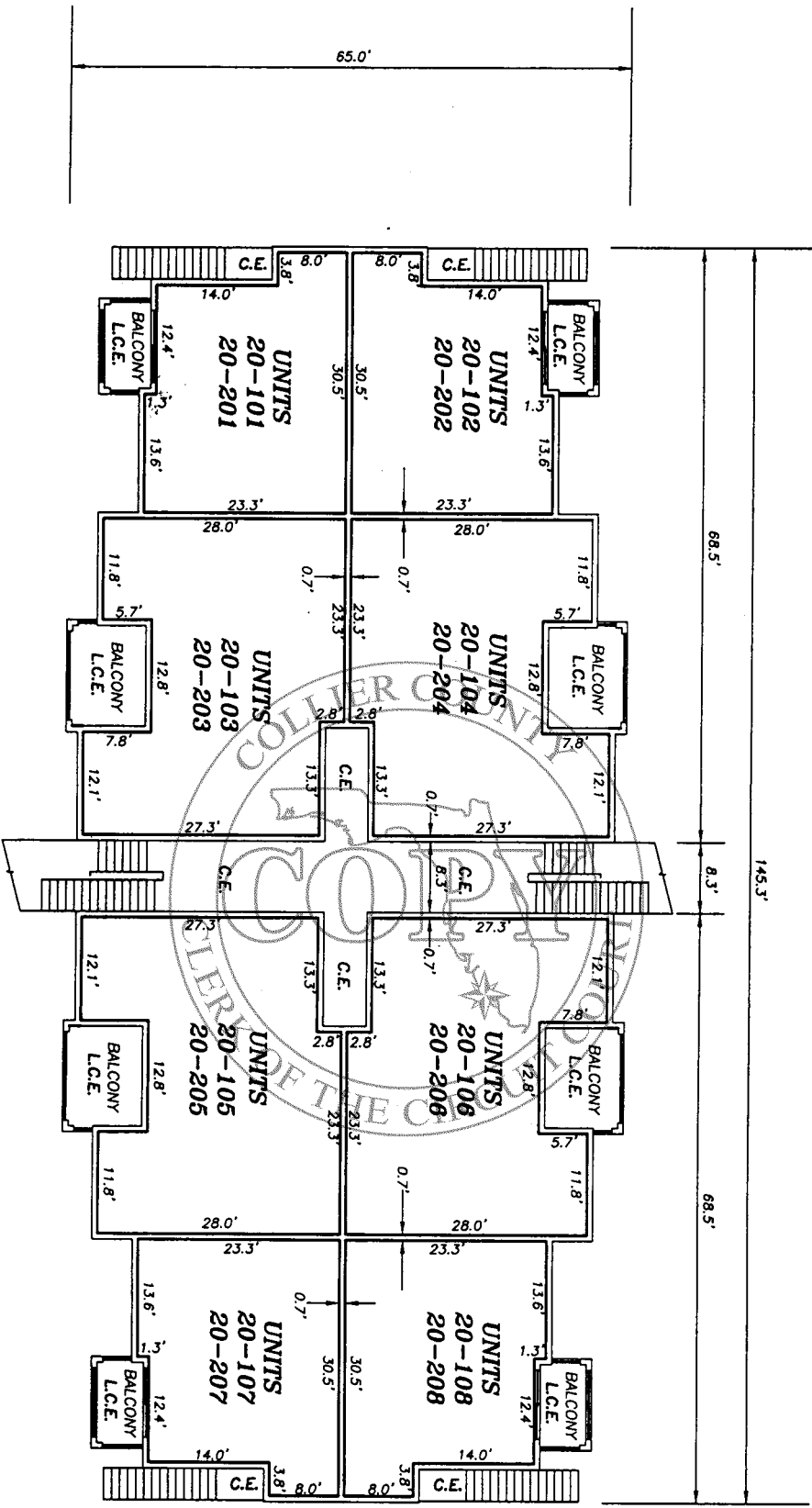
BUILDING 19
 THIRD FLOOR

Bean, Whitaker, Lutz & Karih, Inc. (US 4918)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 10044-1 INDEPENDENCE BOULEVARD, FORT MYERS, FLORIDA 33904-4910 (239) 481-1331

DATE	PROJECT NO.	ISSUED BY	SCALE	SHEET	TOTAL SHEETS
2-02-05	32805	WBP		43 OF 46	4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK PAGE



UNITS 2001-2008 = FIRST FLOOR
 UNITS 2009-2016 = SECOND FLOOR
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



BUILDING 20
FIRST & SECOND FLOOR

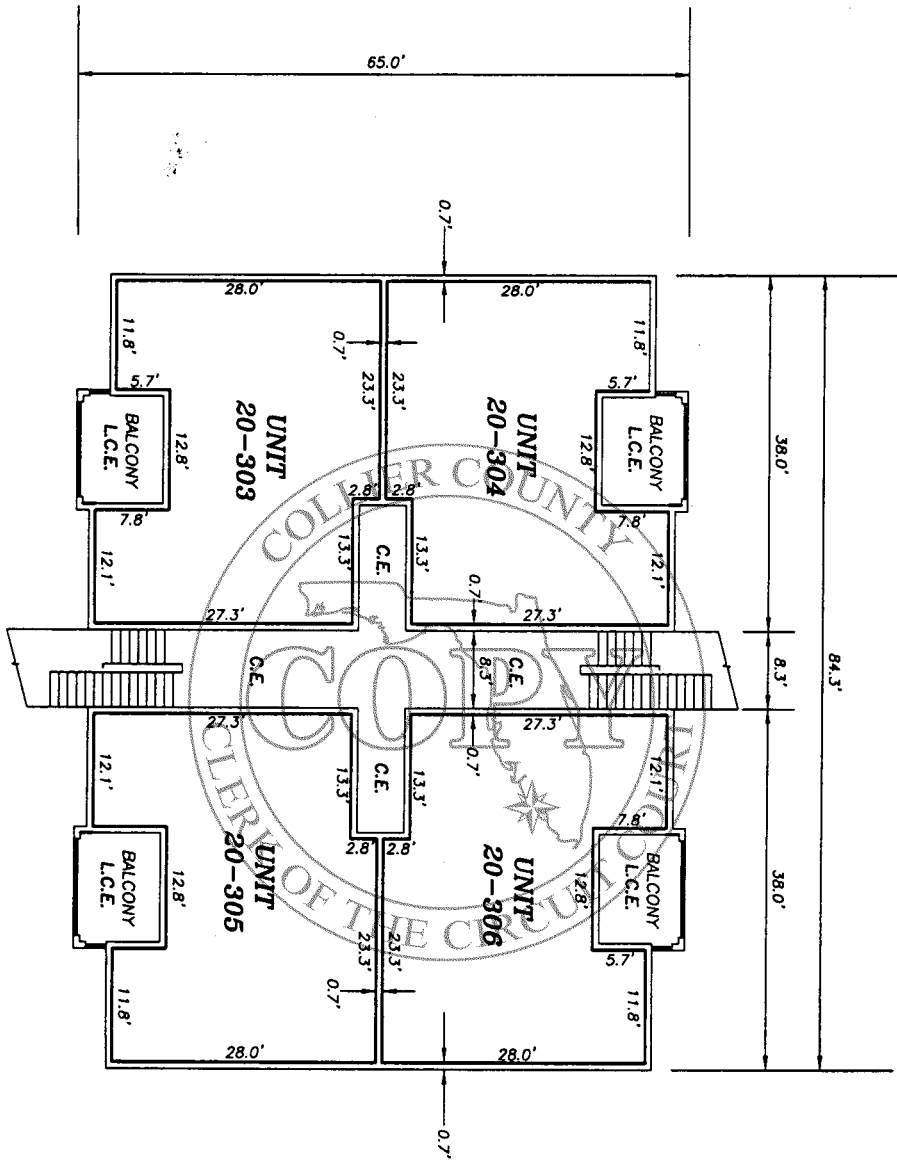
Bean, Whitaker, Lutz & Kreh, Inc. (W 4919)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 5841-1 HOBSON BOULEVARD, FORT MYERS, FLORIDA 33909 (239) 481-1331

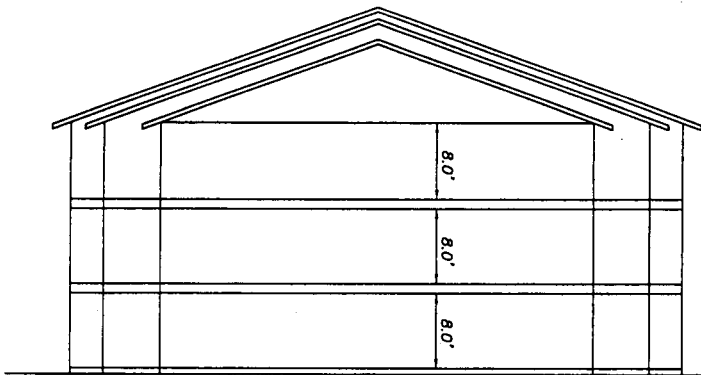
PROJECT NO.	32805	DATE	2-02-05
CLIENT	32805-BLDG-20-1-DWG	DRAWN BY	WBP
SCALE		SHEET	44 OF 45
		FILE NO.	B-1-8
			4-50-26

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF
 ENCLAVE AT NAPLES, A CONDOMINIUM
 SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK PAGE



C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT



Roof Elev. 52.5'
 Ceiling Elev.
 Fin. Floor Elev. 32.5'
 Fin. Floor Elev. 23.5'
 Fin. Floor Elev. 14.5'

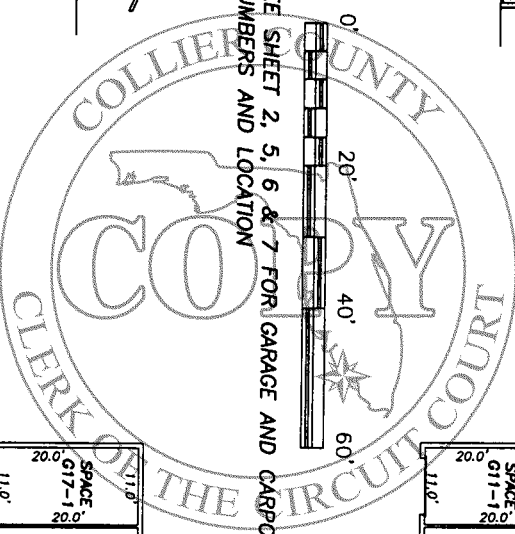
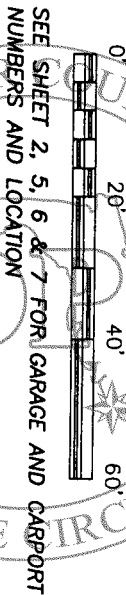
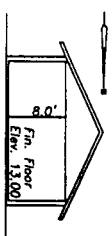
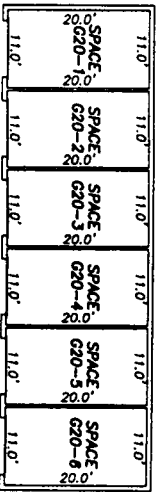
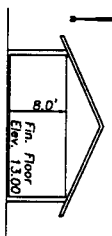
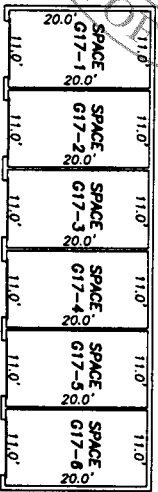
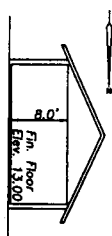
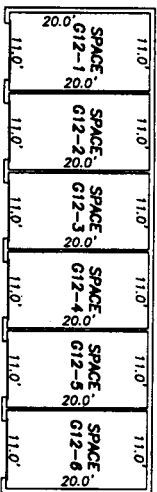
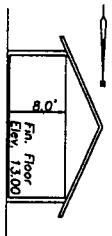
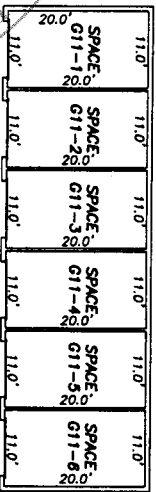
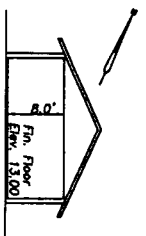
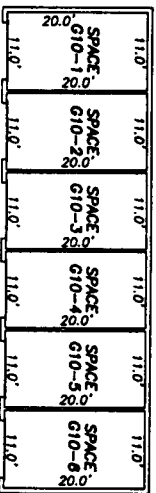
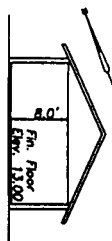
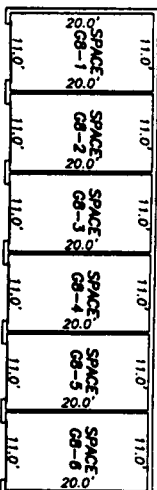
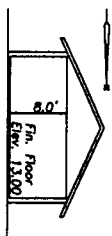
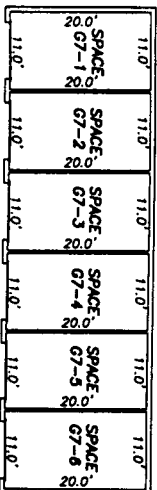
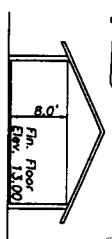
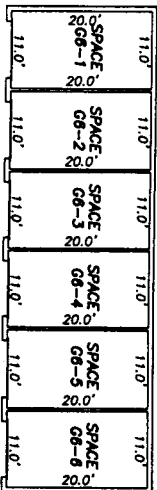
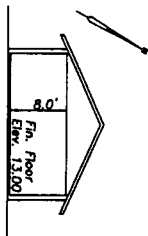
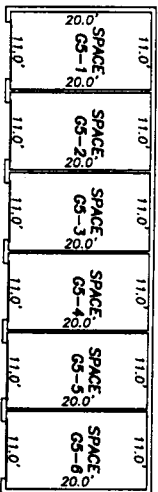
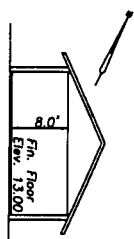
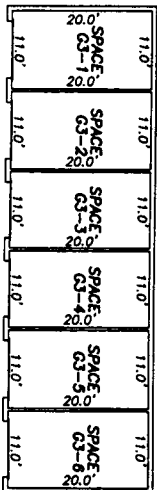
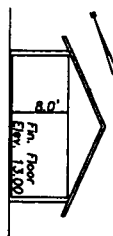
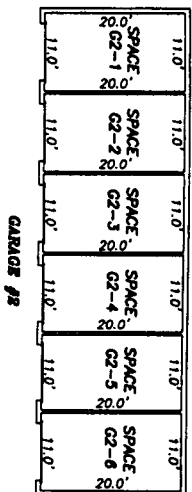
BUILDING 20
THIRD FLOOR

Bean, Whitaker, Lutz & Kreh, Inc. (IA 4919)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1801-111 INDEPENDENCE BOULEVARD, FORT MYERS, FLORIDA 33904-9119 (239) 481-1331

PROJECT NO.	32805	DRAWN BY	WBP	SCALE	SHEET	FILE NO.
DATE	2-02-05				43 OF 46	4-50-26

32805-BLDG-20-2.DWG
 2-02-05

EXHIBIT "2" TO CONDOMINIUM DECLARATION OF ENCLAVE AT NAPLES, A CONDOMINIUM SECTION 4, TOWNSHIP 50 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA



GARAGES

Bean, Whitaker, Lutz & Karih, Inc. (LA 4818)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
18411 MONROE BOULEVARD, FORT MYERS, FLORIDA 33909-8910 (239) 481-1331

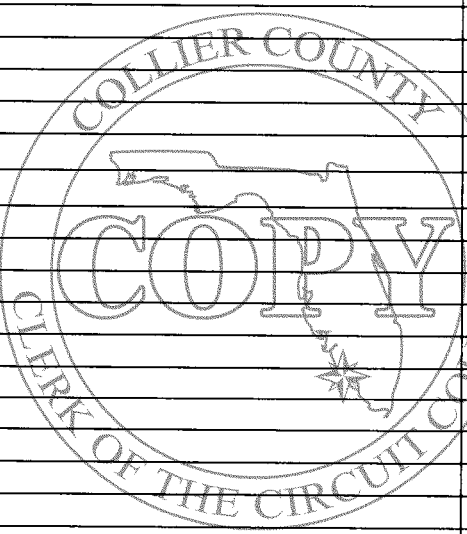
DATE	2-02-03	PROJECT NO.	32805	DRAWN BY	WBP	SCALE	SHEET	48 OF 46	PLAT NO.	(3-1-0)
32805-GARAGE DWG										
4-50-26										

Exhibit "3"
to
Declaration of Condominium
for
ENCLAVE AT NAPLES, A CONDOMINIUM

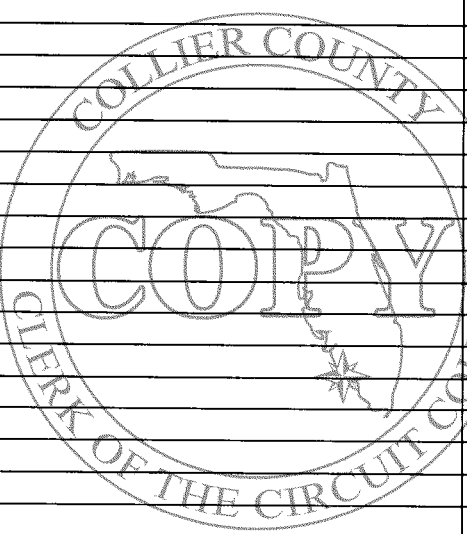
Allocation to Units of Percentage Share Ownership of Common Elements and Common Surplus and
 Responsibility for Common Expenses

Unit Type	% Share	No. of Units/Type
("A")	0.1775737593690040%	72
("B")	0.2409172347260060%	40
("C")	0.2761669511380620%	192
("D")	0.3230782278668890%	76

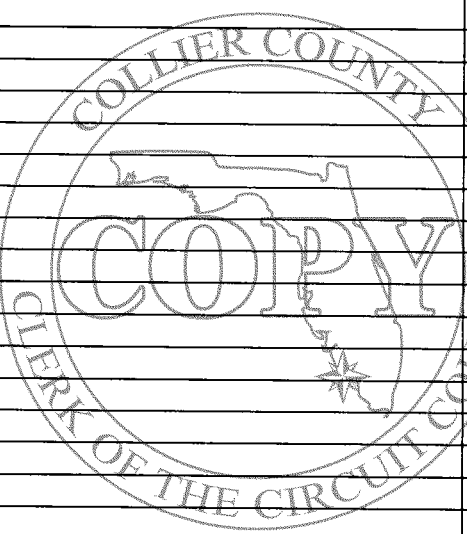
Unit No.	Unit Type	% Share
2-101	B	0.2409172347260060%
2-102	C	0.2761669511380620%
2-103	C	0.2761669511380620%
2-104	B	0.2409172347260060%
2-105	B	0.2409172347260060%
2-106	C	0.2761669511380620%
2-107	C	0.2761669511380620%
2-108	B	0.2409172347260060%
2-201	B	0.2409172347260060%
2-202	C	0.2761669511380620%
2-203	C	0.2761669511380620%
2-204	B	0.2409172347260060%
2-205	B	0.2409172347260060%
2-206	C	0.2761669511380620%
2-207	C	0.2761669511380620%
2-208	B	0.2409172347260060%
2-303	C	0.2761669511380620%
2-304	C	0.2761669511380620%
2-305	C	0.2761669511380620%
2-306	C	0.2761669511380620%
3-101	A	0.1775737593690040%
3-102	C	0.2761669511380620%
3-103	C	0.2761669511380620%
3-104	A	0.1775737593690040%
3-105	A	0.1775737593690040%
3-106	C	0.2761669511380620%
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3-201	A	0.1775737593690040%
3-202	C	0.2761669511380620%
3-203	C	0.2761669511380620%
3-204	A	0.1775737593690040%
3-205	A	0.1775737593690040%
3-206	C	0.2761669511380620%
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3-304	C	0.2761669511380620%
3-305	C	0.2761669511380620%
3-306	C	0.2761669511380620%
4-101	D	0.3230782278668890%
4-102	D	0.3230782278668890%
4-103	D	0.3230782278668890%
4-104	D	0.3230782278668890%
4-105	D	0.3230782278668890%
4-106	D	0.3230782278668890%
4-107	D	0.3230782278668890%
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4-202	D	0.3230782278668890%



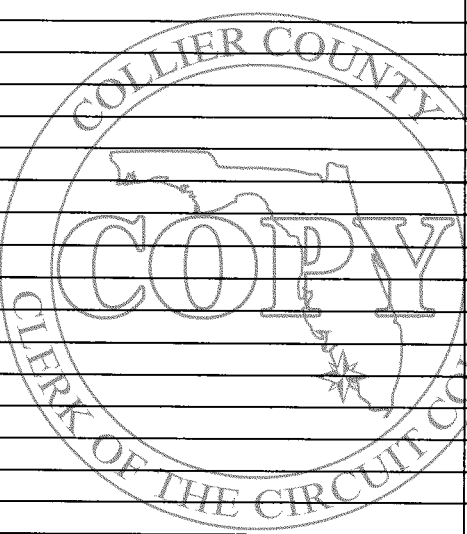
Unit No.	Unit Type	% Share
4-203	D	0.3230782278668890%
4-204	D	0.3230782278668890%
4-205	D	0.3230782278668890%
4-206	D	0.3230782278668890%
4-207	D	0.3230782278668890%
4-208	D	0.3230782278668890%
4-303	D	0.3230782278668890%
4-304	D	0.3230782278668890%
4-305	D	0.3230782278668890%
4-306	D	0.3230782278668890%
5-101	A	0.1775737593690040%
5-102	C	0.2761669511380620%
5-103	C	0.2761669511380620%
5-104	A	0.1775737593690040%
5-105	A	0.1775737593690040%
5-106	C	0.2761669511380620%
5-107	C	0.2761669511380620%
5-108	A	0.1775737593690040%
5-201	A	0.1775737593690040%
5-202	C	0.2761669511380620%
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5-304	C	0.2761669511380620%
5-305	C	0.2761669511380620%
5-306	C	0.2761669511380620%
6-101	B	0.2409172347260060%
6-102	C	0.2761669511380620%
6-103	C	0.2761669511380620%
6-104	B	0.2409172347260060%
6-105	B	0.2409172347260060%
6-106	C	0.2761669511380620%
6-107	C	0.2761669511380620%
6-108	B	0.2409172347260060%
6-201	B	0.2409172347260060%
6-202	C	0.2761669511380620%
6-203	C	0.2761669511380620%
6-204	B	0.2409172347260060%
6-205	B	0.2409172347260060%
6-206	C	0.2761669511380620%
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6-304	C	0.2761669511380620%
6-305	C	0.2761669511380620%
6-306	C	0.2761669511380620%
7-101	A	0.1775737593690040%
7-102	C	0.2761669511380620%
7-103	C	0.2761669511380620%
7-104	A	0.1775737593690040%
7-105	A	0.1775737593690040%
7-106	C	0.2761669511380620%
7-107	C	0.2761669511380620%
7-108	A	0.1775737593690040%
7-201	A	0.1775737593690040%
7-202	C	0.2761669511380620%
7-203	C	0.2761669511380620%
7-204	A	0.1775737593690040%
7-205	A	0.1775737593690040%
7-206	C	0.2761669511380620%
7-207	C	0.2761669511380620%
7-208	A	0.1775737593690040%
7-303	C	0.2761669511380620%
7-304	C	0.2761669511380620%
7-305	C	0.2761669511380620%
7-306	C	0.2761669511380620%



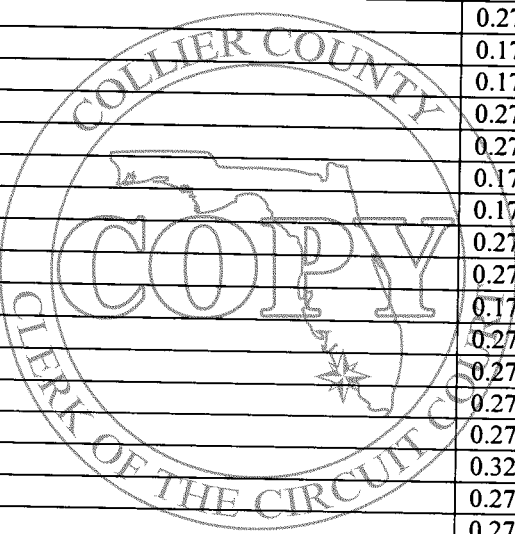
Unit No.	Unit Type	% Share
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8-103	C	0.2761669511380620%
8-104	A	0.1775737593690040%
8-105	A	0.1775737593690040%
8-106	C	0.2761669511380620%
8-107	C	0.2761669511380620%
8-108	A	0.1775737593690040%
8-201	A	0.1775737593690040%
8-202	C	0.2761669511380620%
8-203	C	0.2761669511380620%
8-204	A	0.1775737593690040%
8-205	A	0.1775737593690040%
8-206	C	0.2761669511380620%
8-207	C	0.2761669511380620%
8-208	A	0.1775737593690040%
8-303	C	0.2761669511380620%
8-304	C	0.2761669511380620%
8-305	C	0.2761669511380620%
8-306	C	0.2761669511380620%
9-101	B	0.2409172347260060%
9-102	C	0.2761669511380620%
9-103	C	0.2761669511380620%
9-104	B	0.2409172347260060%
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11-201	B	0.2409172347260060%
11-202	C	0.2761669511380620%



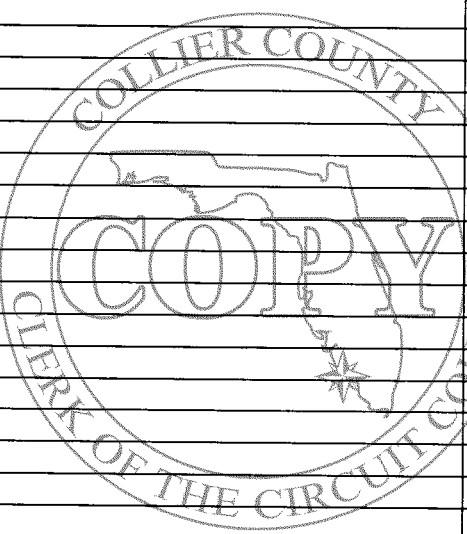
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11-207	C	0.2761669511380620%
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11-304	C	0.2761669511380620%
11-305	C	0.2761669511380620%
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12-103	C	0.2761669511380620%
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13-102	D	0.3230782278668890%
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13-106	D	0.3230782278668890%
13-107	D	0.3230782278668890%
13-108	D	0.3230782278668890%
13-201	D	0.3230782278668890%
13-202	D	0.3230782278668890%
13-203	D	0.3230782278668890%
13-204	D	0.3230782278668890%
13-205	D	0.3230782278668890%
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14-102	C	0.2761669511380620%
14-103	C	0.2761669511380620%
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14-203	C	0.2761669511380620%
14-204	D	0.3230782278668890%
14-205	D	0.3230782278668890%
14-206	C	0.2761669511380620%
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14-208	D	0.3230782278668890%
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14-304	C	0.2761669511380620%
14-305	C	0.2761669511380620%
14-306	C	0.2761669511380620%



Unit No.	Unit Type	% Share
15-101	D	0.3230782278668890%
15-102	D	0.3230782278668890%
15-103	D	0.3230782278668890%
15-104	D	0.3230782278668890%
15-105	D	0.3230782278668890%
15-106	D	0.3230782278668890%
15-107	D	0.3230782278668890%
15-108	D	0.3230782278668890%
15-201	D	0.3230782278668890%
15-202	D	0.3230782278668890%
15-203	D	0.3230782278668890%
15-204	D	0.3230782278668890%
15-205	D	0.3230782278668890%
15-206	D	0.3230782278668890%
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15-208	D	0.3230782278668890%
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15-304	D	0.3230782278668890%
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16-102	C	0.2761669511380620%
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16-105	A	0.1775737593690040%
16-106	C	0.2761669511380620%
16-107	C	0.2761669511380620%
16-108	A	0.1775737593690040%
16-201	A	0.1775737593690040%
16-202	C	0.2761669511380620%
16-203	C	0.2761669511380620%
16-204	A	0.1775737593690040%
16-205	A	0.1775737593690040%
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16-305	C	0.2761669511380620%
16-306	C	0.2761669511380620%
17-101	D	0.3230782278668890%
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17-104	D	0.3230782278668890%
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17-303	C	0.2761669511380620%
17-304	C	0.2761669511380620%
17-305	C	0.2761669511380620%
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18-108	A	0.1775737593690040%
18-201	A	0.1775737593690040%
18-202	C	0.2761669511380620%



Unit No.	Unit Type	% Share
18-203	C	0.2761669511380620%
18-204	A	0.1775737593690040%
18-205	A	0.1775737593690040%
18-206	C	0.2761669511380620%
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18-305	C	0.2761669511380620%
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19-201	B	0.2409172347260060%
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19-203	C	0.2761669511380620%
19-204	B	0.2409172347260060%
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19-305	C	0.2761669511380620%
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20-101	A	0.1775737593690040%
20-102	C	0.2761669511380620%
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20-304	C	0.2761669511380620%
20-305	C	0.2761669511380620%
20-306	C	0.2761669511380620%



Total:

100%

Exhibit "4"

**BY-LAWS
OF
ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC.**

*A corporation not for profit organized
under the laws of the State of Florida*

1. Identity. These are the By-Laws of **ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC.** (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - 1.1 Fiscal Year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.
 - 1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration for **ENCLAVE AT NAPLES, A CONDOMINIUM**, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
 - 3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in Collier County, Florida in the First Quarter following the year in which the Declaration is filed.
 - 3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 10.1 of these By-Laws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.
 - 3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Unit Owner has filed a written request with the Secretary of the Association not less than twenty-four (24) hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:
 - (a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
 - (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.

- (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and
- (d) At least forty-eight (48) hours (or twenty-four (24) hours with respect to a Board meeting) prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be hand delivered or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as last furnished to the Association by the Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of members' meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of thirty-three and one-third percent (33 1/3%) of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

- (a) Number of Votes. Except as provided in Section 3.11 hereof, in any meeting of members, the Owners of each Unit shall be entitled to cast the number of votes designated for their Unit as set forth in the Articles. The vote of a Unit shall not be divisible.
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than fifty percent (50%) of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.
- (c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a

certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. Limited proxies shall be permitted for votes taken to: waive or reduce reserves; waive financial statements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.
- 3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked by the Unit Owner, Proxies being revocable at any time at the pleasure of the Unit Owner executing it.
- 3.9 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Collect all ballots not yet cast;
 - (b) Call to order by President;
 - (c) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
 - (d) Appointment of inspectors of election;
 - (e) Counting of Ballots for Election of Directors;
 - (f) Proof of notice of the meeting or waiver of notice;
 - (g) Reading of minutes;
 - (h) Reports of officers;
 - (i) Reports of committees;
 - (j) Unfinished business;
 - (k) New business;
 - (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which all members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Directors.

- 4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are eighteen (18) years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot.
- 4.2 Election of Directors. Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary (Refer to Section 4.15). Not less than sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then, not less than fourteen (14) continuous days prior to the meeting, mail or deliver a second notice to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. Notwithstanding anything to the contrary contained herein, only Unit Owners, other than the Developer may vote, in person or by limited proxy, to fill a vacancy on the Board previously occupied by a Board member elected by Unit Owners other than the Developer. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 4.2, an election is not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.
- (c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, and the remaining Directors fail to fill the vacancy by appointment of a director in accordance with applicable law, then any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Initially, the two (2) elected Board Members who receive the largest number of votes shall serve for a period of two (2) years, and the remaining Board Members shall serve for a period of one (1) year. One (1) year after the initial election, an election shall be held to fill only the positions of the Board Members serving a one (1) year term, who will then be elected to new two (2) year terms. One (1) year later, an election shall occur for those Board positions that have expired. Thereafter, elections shall be held for all Board positions one (1) year following the prior election on an ongoing basis. The foregoing is subject to the rules governing elections in these Bylaws and the Articles of Incorporation. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.

4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors may be held by telephone or video conference, with those Directors attending by telephone or video counted toward the quorum requirement, provided that a telephone or video speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and any Unit Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at

least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his/her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may not be used for or against the action taken or for purposes of creating a quorum.

- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall not be used as a vote for or against the action taken, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum, or as a vote for or against the action taken.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Director to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;

(g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.14 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven (7) years after recordation of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to subparagraph (g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the Condominium:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute book, including all minutes, and other books and records of the Association.

- (e) Any rules and regulations which have been adopted.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the plans and specifications that are materially similar to those utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (q) Leases of the Common Elements and other leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.

5. Authority of the Board.

- 5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers

of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining all Common Elements and the Association Property.
- (b) Determining the expenses required for the operation of the Association and the Condominium.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 14 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
- (g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium and Association Property.
- (k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.
- (n) Purchasing or leasing Units for use by resident superintendents and other similar persons or for the general use and enjoyment of the Unit Owners.
- (o) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements (if the need for the funds is unanticipated) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$250,000.00. If any sum

borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit.

- (p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Executing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (s) Responding to Unit Owner inquiries in accordance with Section 718.112(2)(a)2, F.S.
- (t) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

5.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding \$5,000.00, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be preemptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership/trust Unit Owners).
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.15 hereof and by law.
7. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to accept or accepts any thing or service of value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.
8. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. Errors and Omissions Insurance should be paid by the Association for the Board Members and Officers.
9. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.
10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
- 10.1 Budget.
- (a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for all Condominiums governed and operated by the Association (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium(s) and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance

expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves or reduce the funding of reserves for the first two (2) fiscal years of operation of the Association, beginning with the fiscal year in which the initial Declaration is recorded, with the vote taken each fiscal year, after which time and until transfer of control of the Association to Unit Owners other than the Developer, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. Following transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote its voting interest to waive or reduce the funding of reserves. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be hand delivered to each Unit Owner or mailed to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.
- (ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days following the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.
- (iii) Determination of Budget Amount. Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a

regular or annual basis, or assessments for betterments to the Condominium Property.

- (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessments, as herein defined, without the approval of a majority of all voting interests.
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.
- 10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 10.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.
- 10.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida, which bank or banks must be insured by the FDIC, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes, provided that the funds so commingled shall be accounted for separately and the combined account balance of such commingled funds may not, at any time, be less than the amount identified as reserve funds in the combined account.
- 10.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the balance of the current budget years' Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget years' Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.
- 10.6 Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be

in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense

- 10.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of a financial report for the preceding fiscal year (the "Financial Report"). Within twenty-one (21) days after the final Financial Report is completed by the Association, or received from a third party, but not later than one hundred twenty (120) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, a copy of the Financial Report to each Unit Owner, or a notice that a copy of the Financial Report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

The Financial Report shall be prepared in accordance with the rules adopted by the Division. The type of Financial Report to be prepared shall, unless modified in the manner set forth below, be based upon the Association's total annual revenues, as follows:

- (a) REPORT OF CASH RECEIPTS AND EXPENDITURES – if the Association's revenues are less than \$100,000.00 or if the Association operates less than fifty (50) Units (regardless of revenue) [or, if determined by the Board, the Association may prepare any of the reports described in subsections (b), (c) or (d) below in lieu of the report described in this section (a)].
- (b) COMPILED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than \$100,000.00, but less than \$200,000.00 [or, if determined by the Board, the Association may prepare any of the reports described in subsections (c) or (d) below in lieu of the report described in this section (b)].
- (c) REVIEWED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than \$200,000.00, but less than \$400,000.00 [or, if determined by the Board, the Association may prepare the report described in subsection (d) below in lieu of the report described in this section (c)].
- (d) AUDITED FINANCIAL STATEMENTS – if the Association's revenues are equal to or exceed \$400,000.00.

A report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare or cause to be prepared: (i) a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement; (ii) a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or (iii) a report of cash receipts and expenditures, a compiled financial statement or a reviewed financial statement in lieu of an audited financial statement. Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. Prior to the time that control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners, including the Developer, may vote on issues related to the preparation of financial reports for the first two (2) fiscal years of the Association's operation. Thereafter, until control of the Association has been turned over to Unit

Owners other than the Developer, all Unit Owners except for the Developer may vote on such issues.

- 10.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.
- 10.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.
11. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
12. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
13. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
- 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval must be
- (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
 - (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or
 - (c) Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, but their agreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum.
- 13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
- 13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
14. Rules and Regulations. Attached hereto as **Schedule "A"** and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium and Association Property. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications,

amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

15. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of such inquiry and more particularly in the manner set forth in Section 718.112(2)(a)(2), Florida Statutes. The Association may, through its Board, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries.
16. Official Records. From the inception of the Association, the Association shall maintain for the condominium, a copy of each of the following, where applicable, which shall constitute the official records of the Association:
- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
 - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
 - (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
 - (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
 - (e) A copy of the current Rules and Regulations of the Association;
 - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years.
 - (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
 - (h) All current insurance policies of the Association and of all Condominiums operated by the Association;
 - (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
 - (j) Bills of Sale or transfer for all property owned by the Association;
 - (k) Accounting records for the Association and the accounting records for the Condominium. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:
 - (i) Accurate, itemized, and detailed records for all receipts and expenditures.
 - (ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - (iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
 - (iv) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year;
 - (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates.
 - (m) All rental records where the Association is acting as agent for the rental of Units.
 - (n) A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually.

- (o) All other records of the Association not specifically listed above which are related to the operation of the Association.

The official records of the Association shall be maintained in the County in which the Condominium is located, or if in another county, then within twenty five (25) miles of the Condominium.

The official records of the Association shall be made available to a unit owner within five (5) business days following receipt by the Board, of written request by such unit owner. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to actual damages or minimum damages for the association's willful failure to comply with this paragraph. The minimum damages shall be \$50 per calendar day up to 10 days, the calculation to begin on the 11th working day after receipt of the written request. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet provided for in F.S. 718.504 and year-end financial information required by the Act, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same. Notwithstanding the provisions of this Section 16, the following records shall not be accessible to Unit Owners:

- (i) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation or imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (ii) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Unit.
- (iii) Medical records of Unit Owners.

17. Mandatory Nonbinding Arbitration of Disputes

(a) Prior to the institution of court litigation, the parties to a dispute, as defined in the Act, shall petition the Division for nonbinding arbitration. Arbitration shall be conducted according to Rules promulgated by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitations.

(b) At the request of any party to the arbitration, the arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence, and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.

(c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorneys' fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.

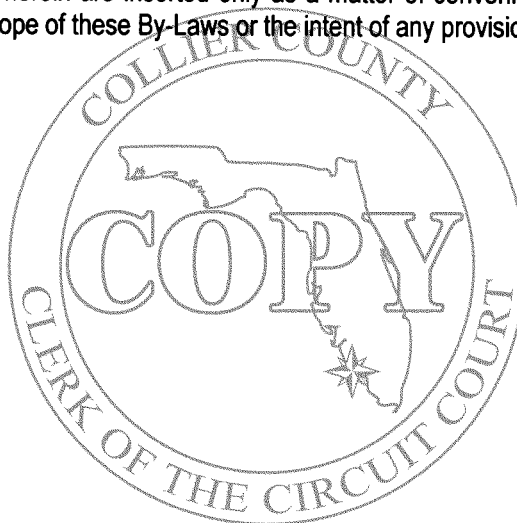
(d) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorneys' fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable

than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees.

(e) The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence.

(f) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

18. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units to the applicable condominium fire and life safety code.
19. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
20. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.



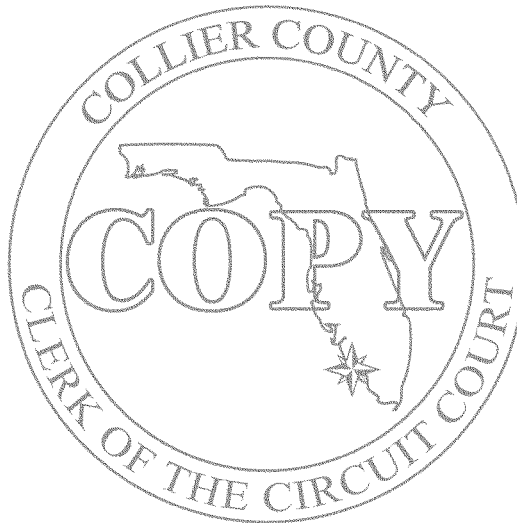
The foregoing was adopted as the By-Laws of ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, as of the 8th day of February, 2005.

Approved:



William Harkins, President

John T. McLaughlin, Secretary



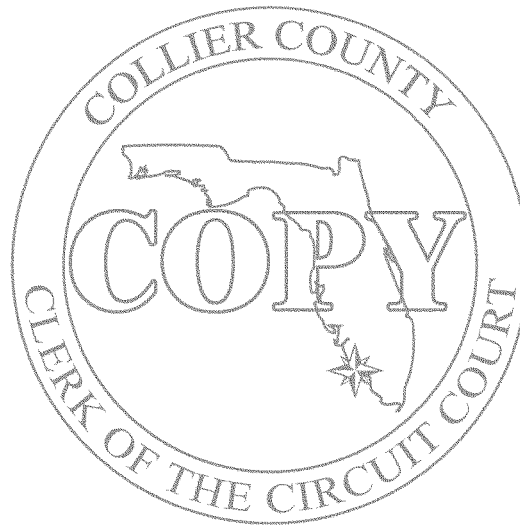
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Approved:

William Harkins, President

John T. McLaughlin

John T. McLaughlin, Secretary



SCHEDULE "A"
TO
BY-LAWS

RULES AND REGULATIONS
FOR
ENCLAVE AT NAPLES, A CONDOMINIUM

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Residential Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios, terraces or lanais or other Common Elements or Limited Common Elements of Residential Units. No barbeques or satellite TV dishes are allowed on individual Unit Owners' balconies, terraces or patios. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, lanais, railings or other portions of the Condominium or Association Property
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies, patios, terraces and/or lanais or elsewhere in the Building or upon the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.
6. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
7. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
8. No repair of vehicles shall be made on the Condominium Property, except for minor repairs permitted by the Association such as jump starts and tire changes.
9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board) or signs utilized by the Retail/Commercial. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.
10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residential Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies.
11. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
12. A Residential Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way, portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Arm, Navy, Air Force, Marine Corps. Or Coast Guard. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
13. Installation of satellite TV dishes by Residential Unit Owners shall be restricted in accordance with the following and shall always be at the Unit Owners' risk: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements, and must be done in a secure manner; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing

reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements. Notwithstanding the foregoing, Unit Owner's must first submit a request in writing to the Association together with a detailed diagram showing, among other things, dimensions and proposed location of the satellite TV dish. The Association will determine its aesthetic, structural and/or maintenance impact, among other factors, prior to rendering a written decision.

14. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

15. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises by children will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

16. Each Unit Owner may keep no more than two (2) household pets not to exceed thirty-five pounds (35 lbs) each in his or her Unit, subject to the terms hereof, and provided that such pet does not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. Any dog, regardless of its weight, which resides in a particular Unit pursuant to its owner's lease prior to its owner's purchase of the Unit is permitted to remain in the Unit until its demise, but still subject to all other pet restrictions herein. A determination by the Board that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. Except for the household pets which may be maintained in Units, no other animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Unit. No pet may be kept, bred or maintained for any commercial purpose. No dogs or other pets shall be permitted to have excretions on any Common Elements, except areas designated by the Association, if any, and Unit Owners shall be responsible to clean up any such excrement. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. **ALL PETS SHALL BE KEPT ON A LEASH NO GREATER THAN EIGHT FEET (8') IN LENGTH OR CARRIED BY A RESPONSIBLE PERSON WHEN NOT IN THE APPLICABLE RESIDENCE OR IN A SECURED FENCED-IN YARD, IF ANY.** Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter do not become a source of annoyance to neighbors. Without limiting the generality of Section 19 of the Declaration, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. No pets shall be maintained in any limited common element parking garage.

17. Every applicable Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (a) **Notice:** The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.
- (b) **Hearing:** The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- (c) **Fines:** The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- (d) **Violations:** Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (e) **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) **Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors.

- (g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

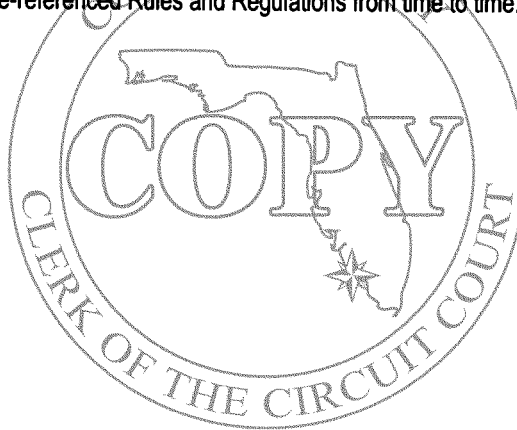
18. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Further, anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer, except:

- (a) Requirements that leases or lessees be approved by the Association (if applicable); and
- (b) Restrictions on the presence of pets; and
- (c) Restrictions on occupancy of Units based upon age (if any); and
- (d) Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

19. No smoking in common areas, including outdoor common areas, except in designated areas determined at the Board of Directors' sole discretion.

20. Appropriate clothing cover-up must be worn in common areas when going to and from pool, fitness room and the like.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request and good cause shown in the sole opinion of the Board. The Board of Directors, at their sole discretion, may modify the above-referenced Rules and Regulations from time to time.





OR: 3731 PG: 2643

FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

February 2, 2005

ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC.
4800 N FEDERAL HWY STE A2005
BOCA RATON, FL 33431

The Articles of Incorporation for ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC. were filed on February 1, 2005, and assigned document number N05000001038. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000027230.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Cynthia Bialock
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 505A00007387

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

State of Florida



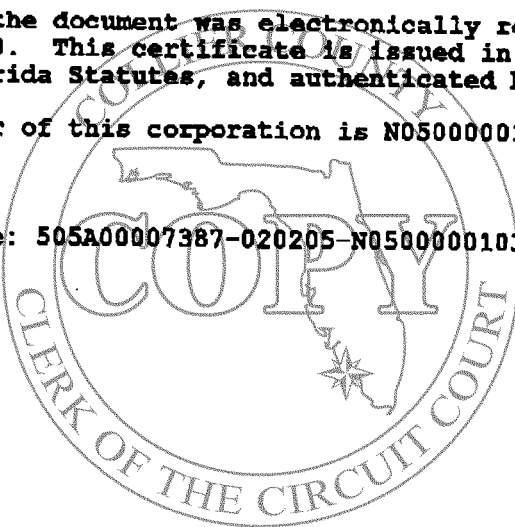
Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on February 1, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000027230. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000001038.

Authentication Code: 505A00007387-020205-N05000001038-1/1



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Second day of February, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

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OR: 3731 PG: 2645

**ARTICLES OF INCORPORATION
FOR
ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be **ENCLAVE AT NAPLES CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**ARTICLE 2
OFFICE**

The principal office and mailing address of the Association shall at 4800 N. Federal Highway, Suite A205, Boca Raton, Florida 33431 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3
PURPOSE**

- 3.1 The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Collier County, Florida, and known as **ENCLAVE AT NAPLES, A CONDOMINIUM** (the "Condominium").
- 3.2 The Condominium is a part of Wildwood Lakes (the "Community"). The Community presently consists of the Bryn Mawr Apartments, Lake Point Condominium, and the Condominium.
- 3.3 The Community will be governed by the Wildwood Lakes Community Association, Inc. (the "Property Owners Corporation"), pursuant to the Declaration of Master Covenants, Conditions, and Restrictions for Wildwood Lakes (hereinafter the "Covenants") which are filed in the Public Records of Collier County, Florida. The Covenants shall encumber and restrict all of the Community. The Common Areas defined and described in the Covenants include, but are not limited to, the roadways and entranceways in and to the Community. Owners (as defined in the Covenants) are given easements of ingress and egress over such roadways and entranceways. Further, the Covenants provide that the expenses of the Property Owners Corporation, including, but not limited to, the expenses associated with the Common Areas will be assessed against all Owners in the Community, including, but not limited to, the Unit Owner (all as more particularly described in the Covenants). The Property Owners Corporation is given the right and obligation under the Covenants to lien

Units and to foreclose same in the event of nonpayment of such assessments, all as more fully set forth in the Covenants.

ARTICLE 4 **DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5 **POWERS**

The powers of the Association shall include and be governed by the following:

- 5.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.
- 5.2 **Enumeration.** The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, 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 (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.

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- (f) To approve or disapprove the leasing, transfer, 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 By-Laws, and the rules and regulations for the use of the Condominium Property and Association Property.
- (h) To contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.
- (j) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Unit Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit, by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Unit Owner's and mortgagee's agent and attorney-in-fact to execute, any and all such documents or consents.
- 5.3 Association Property. All funds and the title to 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 By-Laws.
- 5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).
- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

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ARTICLE 6
MEMBERS

- 6.1 **Membership.** The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.
- 6.2 **Assignment.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 6.3 **Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.
- 6.4 **Meetings.** The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 8
ADDRESS AND NAME OF REGISTERED AGENT

The address of the registered agent of this corporation shall be at 1200 S. Pine Island Road, Plantation, Florida 33324 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be CT Corporation System.

ARTICLE 9
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

<u>Name</u>	<u>Address</u>
Brian Sherr, Esq.	c/o Greenberg Traurig, P.A. 401 East Las Olas Boulevard, Suite 2000 Fort Lauderdale, Florida 33301

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ARTICLE 10
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President

William Harkins

c/o Bay Communities
21 Old Kings Road
Suite B101
Palm Coast, Florida 32137

Vice President

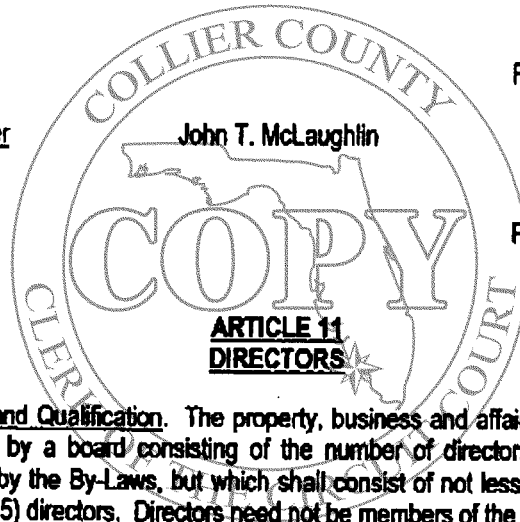
Greg Robinson

c/o Bay Communities
21 Old Kings Road
Suite B101
Palm Coast, Florida 32137

Secretary/Treasurer

John T. McLaughlin

c/o Bay Communities
21 Old Kings Road
Suite B101
Palm Coast, Florida 32137



- 11.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) and not more than five (5) directors. Directors need not be members of the Association.
- 11.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 11.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

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- 11.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 11.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>Name</u>	<u>Address</u>
William Harkins	c/o Bay Communities 21 Old Kings Road Suite B101 Palm Coast, Florida 32137
Greg Robinson	c/o Bay Communities 21 Old Kings Road Suite B101 Palm Coast, Florida 32137
John T. McLaughlin	c/o Bay Communities 21 Old Kings Road Suite B101 Palm Coast, Florida 32137

11.6 Standards. A Director shall discharge his or her duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his or her office in compliance with the foregoing standards.

ARTICLE 12
INDEMNIFICATION

12.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the

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fact that he or she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- 12.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 12.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.
- 12.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:
- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
 - (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are

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parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

- (c) By independent legal counsel:
1. selected by the Board of Directors prescribed in paragraph 11.4(a) or the committee prescribed in paragraph 11.4(b); or
 2. if a quorum of the Directors cannot be obtained for paragraph 11.4(a) and the Committee cannot be designated under paragraph 11.4(b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

12.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

12.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

12.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

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- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

12.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

12.9 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or
- (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any 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 or did act in a manner which he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct

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was unlawful. In addition, the Association will be responsible for the payment of Errors and Omissions insurance on behalf of the Board of Directors and/or Officers.

- 12.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

ARTICLE 13 BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 14 AMENDMENTS

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

- 14.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 14.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).
- 14.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 3.2, 5.4 or 5.5 above, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this paragraph 13.3 shall be effective.
- 14.4 Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

OR: 3731 PG: 2655

14.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Collier County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 1st day of February, 2005.



Brian Sherr, Incorporator



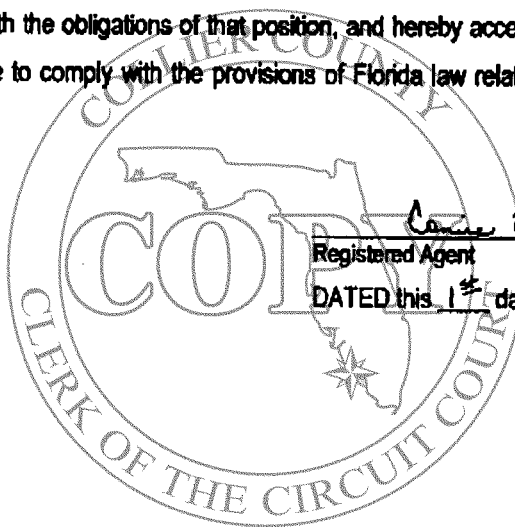
OR: 3731 PG: 2656

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Collier, State of Florida, the Association named in the said articles has named CT Corporation System, located at 1200 South Pine Island Road, Plantation, Florida 33324, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



CONNIE BRYAN
SPECIAL ASSISTANT SECRETARY

Connie Bryan
Registered Agent
DATED this 1st day of February, 2005

EXHIBIT "6"

Guaranteed Assessments for each Unit Type Prior to the Guarantee Expiration Date

Unit Type	% Share	Annual Without Reserves	Monthly Without Reserves
("A")	0.1775737593690040	\$1,401.67	\$116.81
("B")	0.2409172347260060	\$1,901.68	\$158.47
("C")	0.2761669511380620	\$2,179.92	\$181.66
("D")	0.3230782278668890	\$2,550.21	\$212.52

* The Developer, as the sole Unit Owner upon the formation of the Condominium, will elect not to provide any reserves for the initial year of the Condominium Association. Thereafter, on an annual basis, a majority vote at a duly called meeting of the Condominium Association may vote to continue not to provide any reserves.

The guarantee described in Section 13.7 of the Declaration assumes that no reserves will be collected through the Guarantee Expiration Date (as defined in Section 13.7 of the Declaration).

