

This instrument was prepared by
and after recording return to:
Brian J. Thanasiu, Esq.
Cheffy Passidomo, P.A.
821 Fifth Avenue S.
Naples, FL 34102

DECLARATION OF CONDOMINIUM
FOR
NAPLES SQUARE III, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM FOR NAPLES SQUARE III, A CONDOMINIUM

On this 30th day of April, 2019, WSR Old Naples 3 LLC, a Florida limited liability company (referred to as the "Developer") makes the following declarations for the purpose of submitting real property owned by it to the condominium form of ownership and use, for its own benefit and for the benefit of its successors, grantees and assigns.

1. **THE LAND.** The Developer owns certain real property located in Collier County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Land").

2. **SUBMISSION STATEMENT.** The Developer hereby submits the Land to this Declaration, as well as all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the Condominium form of ownership and use under Chapter 718, Florida Statutes, also known as the Florida Condominium Act, as it exists on the date hereof; excluding therefrom, however, all public or private utility installations (including voice, video and data), and other similar equipment owned by the utility furnishing services to the Condominium. The covenants, both affirmative and restrictive set forth in this Declaration, as it may be amended from time to time, shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of Units within the Condominium.

The Land is also subject to the Master Declaration of Covenants, Conditions, Easements and Restrictions for Naples Square, recorded in Official Records Book 5163, Page 3218, of the Public Records of Collier County, Florida (the "Master Declaration"), pursuant to which the Naples Square Residential Property Owners Association, Inc., a Florida not for profit corporation, has been created for the enforcement thereof. The acquisition of title to a Unit, or of any other ownership, possessory, security or use interest in the Condominium property, as well as the lease, occupancy, or use of any portion of the Condominium property shall constitute an acceptance and ratification of all provisions of this Declaration and the Master Declaration as the same may be amended from time to time, and shall signify unconditional agreement to be bound by their terms.

3. **NAME.** The name of this Condominium shall be "Naples Square III, a Condominium."

4. **DEFINITIONS.** Certain terms used herein shall have the meaning stated below unless the context clearly requires otherwise.

4.1 **"Assessment"** means the shares of the funds required for the payment of Common Expenses which from time to time are assessed against the Units.

4.2 **"Association"** means Naples Square III Condominium Association, Inc., a Florida not for profit corporation, the entity responsible for the operation of this Condominium.

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

4.4 **"Board of Directors"** or **"Board"** means the body of elected representatives of the Unit Owners which is responsible for conducting the Association's affairs, and is the body sometimes called the "board of administration" in the Condominium Act.

4.5 **"Common Expenses"** means all expenses incurred by the Association on behalf of the Condominium or in the operation of the Association, including without limitation:

(A) Expenses of the administration, management, operation, maintenance, repair or replacement of the Common Elements and the furniture or furnishings located on the Common Elements (excluding furniture and furnishings on the Limited Common Elements);

(B) Costs of carrying out the powers and duties of the Association and for administration and management of the Association;

(C) Any other expenses designated as Common Expenses by the Act or the Condominium Documents.

4.6 **"Common Surplus"** means the excess of all receipts of the Association collected on behalf of the Condominium above the Common Expenses.

4.7 **"Condominium"** means Naples Square III, a Condominium.

4.8 **"Condominium Documents"** means and includes this Declaration and all recorded exhibits hereto, and all other documents required to be provided to a purchaser of a condominium under the Florida Condominium Act, Chapter 718, Florida Statutes, all as amended from time to time.

4.9 **"County"** or **"the County"** means Collier County, Florida.

4.10 **"Family"** or **"Single Family"** means any one of the following:

(A) One natural person; or

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

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

4.11 **"Fixtures"** means those items of tangible personal property which, by being physically annexed into or constructively affixed to a Unit have become accessory to it and part and parcel of it, including but not limited to, interior partition walls, appliances which have been built in or

permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.12 “Guest” means a person who is not the Owner or a Tenant of a Unit, and is not a member of the Family of the Owner or a Tenant, who nevertheless is physically present in, or resides in the Unit on a temporary basis, at the invitation of the Owner or Tenant, without paying valuable consideration.

4.13 “Institutional Mortgagee” means the holder (or its assignee) of a first mortgage against a Condominium Unit and its appurtenances, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment fund or trust, pension or profit sharing trust, an agency of the United States government, or any governmental sponsored insurer or guarantor of a first mortgage on any Unit, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, or any lender advancing funds to Developer secured by an interest in any portion of the Condominium property.

4.14 “Lease” means the grant by a Unit Owner to another person of a temporary right to use of Owner’s Unit for valuable consideration.

4.15 “Life Safety Systems” means any and all emergency lighting, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the building, whether or not within the Units. All Life Safety Systems, together with all wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements.

4.16 “Limited Common Elements” are those Common Elements that are reserved for the use of a certain Unit or Units, to the exclusion of the other Units.

4.17 “Master Association” means the Naples Square Residential Property Owners Association, Inc., a Florida not for profit corporation.

4.18 “Master Declaration” means the Master Declaration of Covenants, Conditions, Easements and Restrictions for Naples Square, recorded in Official Records Book 5163, Page 3218, of the Public Records of Collier County.

4.19 “Owner” or “Unit Owner” means any one or more person, firms, associations or corporations or other legal entities holding legal title to a Unit and its appurtenances as shown in the public records of Collier County, Florida. Owner or Unit Owner shall not mean or refer to any holder of a mortgage or other security interest until such holder has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure, nor shall it include any lessee, tenant or Guest of an Owner.

4.20 “Primary Occupant” means the one (1) natural person designated in writing by the Unit Owner to the Association to be treated as though that person were the actual Unit Owner for purposes of exercising voting rights and applying use restrictions related to Units when title to a Unit is held in

the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

4.21 “Rules and Regulations” means the rules, regulations and policy decisions made or promulgated by the Board of Directors, governing the use of the Common Elements and the operation of the Association.

4.22 “Unit” means a part of the Condominium property which is subject to separate and exclusive ownership as specified in this Declaration of Condominium.

4.23 “Voting Interests” refers to the arrangement established in the Condominium Documents by which the owners of each Unit are collectively entitled to one indivisible vote in Association matters. Each Unit Owner’s vote shall be determined by a fraction, the numerator of which is one and the denominator of which is 77, which is the total number of residential Units submitted to the Condominium. Accordingly, each Unit in the Condominium shall be attributed a Voting Interest of 1/77th. The fitness center and office space identified as Unit 1 on Exhibit “B” shall have no voting rights.

5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS.

5.1 Survey and Plot Plans. Attached to this Declaration as Exhibit “B”, and incorporated by reference herein, are a survey of the Land and plot plans which graphically describe the improvements in which Units are located, and which show the Units, their locations and approximate dimensions, together with certain Common Elements and Limited Common Elements.

5.2 Identification of Units. The Units shall be identified by the numbers shown in Exhibit “B” attached hereto.

5.3 Unit Boundaries. Each Unit shall include all parts of the building in which the Unit is located that lie within the following boundaries:

(A) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit are the following boundaries, extended to their planar intersections with the perimeter boundaries:

(1) **Upper Boundaries.** The horizontal plane of the unfinished lower surface of the structural ceiling of the Unit. The unfinished lower surface includes all paint, hardware, light fixtures, vents and other materials constituting part of the interior surfaces of the ceiling.

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

(B) **Perimeter Boundaries.** The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit, extended to their planar intersections with each other and with the upper and lower boundaries. For purposes hereof, the unfinished surface is defined as including but not limited to all paneling, tile,

wallpaper, paint, molding and other materials constituting part of the interior surfaces of those walls.

(C) Apertures. Where there are apertures in any boundary, including but not limited to, windows and doors, the Unit boundaries shall extend to the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware, and all framing and casings thereof.

(D) Additional Items Included within the Units. All of the following items are included within each Unit (some of which items may not necessarily be provided to Owners by the Developer), if such items are wholly or partially located within a Unit and designed and installed to serve only such Unit.

1. All non-load bearing walls and partitions, doors, door frames, door hardware, windows, window panes, window frames, and window screens;
2. All kitchen equipment and fixtures, including without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;
3. All bathroom, lavatory and plumbing fixtures and equipment, including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and cabinets;
4. All electrical and lighting fixtures, including without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels; and
5. All floor and wall coverings, including, without limitation, carpeting, tiling, wallpaper and paint.

(E) Items Excluded from the Units. All pipes, ducts, vents, wires, conduits, and other facilities, equipment or fixtures running through any interior wall, or horizontal or vertical portion of a Unit, for the furnishing of any utility service, heating, cooling or ventilation to any other Unit, Common Elements, or Limited Common Elements, are excluded from the Units.

In cases not specifically covered in this Section 5.3, or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit "B" hereto shall control in determining the boundaries of a Unit, except the provisions of Sections 5.3(C), (D) and (E) above shall control over Exhibit "B".

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

6.1 Shares of Ownership. Each Unit Owner's share of ownership in the Common Elements and Common Surplus shall be determined by a fraction, the numerator of which is one and the

denominator of which is 77, which is the total number of residential Units submitted to the Condominium. Accordingly, each Unit in the Condominium shall be attributed a 1/77th fractional interest and share. Unit 1, which is comprised of a fitness center and office space, shall not be allocated any share of ownership of the Common Elements or Common Surplus nor shall it be apportioned any share of the Common Expenses.

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

- (A) The undivided ownership share in the Land and other Common Elements and the Common Surplus, as specifically set forth in Section 6.1 above.
- (B) Membership in the Association, which is acquired and subject to the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.
- (C) The exclusive right to use the Limited Common Elements reserved for the Unit as described in Section 8 of this Declaration, and the right to use the Common Elements.
- (D) An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time.
- (E) Other appurtenances as may be expressly provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitutes a "Condominium Parcel".

6.3 Use and Possession. Subject to the Association's statutory rights of entry for certain purposes, each Unit Owner is entitled to exclusive use and possession of the Owner's Unit, together with the right to use the Common Elements in accordance with the purposes for which they are intended. No use of the Unit or of the Common Elements may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Condominium property. No Unit may be subdivided, nor may separate rooms be rented. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents.

7. COMMON ELEMENTS; EASEMENTS.

7.1 Definition. The "Common Elements" are all of the property submitted to Condominium ownership not located within the Unit boundaries described in Section 5 above. The Common Elements include, without limitation, the following:

- (A) The Land.
- (B) All portions of the buildings and other improvements outside the Units, including the pool and any amenity decks, shown on Exhibit "B".

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

(D) Easements for lateral and subjacent support in every portion of the Condominium which contributes to the support of a building.

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

(F) All elevators, walkways and stairwells serving the Condominium.

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

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

(B) Encroachments. If for any reason other than the intentional wrongful or unlawful act of a Unit Owner or the Association, any Unit encroaches upon any of the Common Elements or upon any other Unit, or any Common Element encroaches upon any Unit, then an easement shall automatically be created and exist to the extent of that encroachment as long as the encroachment exists.

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

(D) Master Association. A non-exclusive easement for ingress and egress is granted to the Master Association, and its members, for ingress and egress over and across the Condominium property for access to the fitness center and the office space identified as Unit 1 on Exhibit "B" attached hereto.

(E) Construction; Maintenance. The Developer and its agents, employees and contractors shall have the right to enter the Condominium property and take any action reasonably necessary or convenient for the purpose of completing the construction thereof, or correcting warranty matters.

(F) Sales Activity. The Developer and its agents, employees, guests, and contractors shall have an easement to use, without charge, any Units owned or leased by the Developer, and the Common Elements (including, but not limited to, all recreational facilities), in order to establish, modify, maintain and utilize, as it and they deem appropriate, models, and sales, leasing, and other offices. For example, the Developer and its agents may show model Units or the Common Elements to prospective purchasers or tenants, erect signs on the Condominium property, use any Units owned by the Developer as a sales office, for overnight sleeping accommodations, for leasing, and take all other action Developer deems necessary or desirable for sales, leases and/or promotion of the Condominium and/or any other portion of the property subject to the Master Declaration. This right shall survive turnover of the Condominium and shall continue for so long as Developer is offering units for sale in the ordinary course of business in the Condominium or any other portion of the property subject to the Master Declaration.

(G) Easement for Drainage. An easement for drainage, and for ingress and egress for maintenance purposes, over, under and across the Condominium property, as more particularly described in the Master Declaration.

(H) Air Conditioning Compressor. An exclusive easement for the use of the area occupied by the air conditioning compressor, and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements but exclusively serving a Unit and individually owned by the Unit Owner, for so long as the compressor occupies the space.

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

8. LIMITED COMMON ELEMENTS.

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

(A) Parking Spaces and Storage Spaces. The Developer will assign one parking space underneath the building, or an enclosed private garage, which may contain two parking spaces, to each Unit within the Condominium, and the assigned parking space shall be a Limited Common Element reserved for the exclusive use of the Unit to which it is assigned. Additionally, the Developer will assign one storage space underneath the building to each Unit that does not include a separate garage. Unit Owners shall have the right to transfer the exclusive right to use their parking space or storage space to another Unit within the Condominium, provided that every Unit always has at least one parking space, and every Unit without a separate garage has at least one storage space appurtenant to it. No assignment may be made to a non-unit owner. Developer shall have the right, in Developer's sole and absolute discretion, to assign or sell any excess parking or storage spaces to any Unit Owner, including but not limited to Unit 1, which will be owned by the Master Association, and the Master Association shall have the right to allow any of its members to use its spaces. This right shall survive turnover of the Condominium and shall remain vested in Developer until such time as Developer assigns or sells all parking and storage spaces or designates the same as Common Elements in an instrument recorded in the public records of Collier County, Florida.

(B) Terraces, Balconies and Patios. Terraces, balconies and patios to which direct and exclusive access is afforded to particular Unit shall be a Limited Common Element reserved for the exclusive use of that Unit.

(C) Spaces Created by Combining Units. If any part of a wall separating two Units is removed, the space created by the removal of the demising wall shall be a Limited Common Element appurtenant to those Units.

(D) Other. If any part of the Common Elements is connected to, partially located within, or exclusively serves a single Unit; and that part is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by, or at the expense of, the Unit Owner, that part of the Common Elements is deemed a Limited Common Element, the exclusive use of which is appurtenant to that Unit, regardless of whether that part of the Common Elements is specifically described above or not.

8.2 Exclusive Use. The exclusive right to use a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned.

9. THE ASSOCIATION. The operation of the Condominium is by Naples Square III Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to Articles of Incorporation and the Bylaws of the Association.

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

9.2 Bylaws. The Bylaws of the Association shall be the Bylaws attached as Exhibit "D", as they may be amended from time to time.

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

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

9.5 Board of Directors. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to the approval of, or consent by, the Unit Owners only when such is specifically required. The number of directors and terms of service shall be as stated in the Bylaws, which are incorporated herein by this reference. A person who is delinquent in the payment of any monetary obligation due to the Association is not eligible to be a candidate for the Board of Directors and may not be listed on the ballot. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for membership on the Board of Directors unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the Board.

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

9.7 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium property and Association Property. The Association may impose fees for the use of Common Elements or Association Property. The Association has the power to enter into agreements

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

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

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

9.10 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. The power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the total Voting Interests of the Association.

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

9.12 Limitations on Liability.

(A) **The Association.** The Association has a legal duty to protect, maintain, repair and replace the real property and improvements constituting the Common Elements and the Association Property (other than certain Limited Common Elements that are required elsewhere in this Declaration to be maintained by Unit Owners). The Association, however, did not create the Condominium or build the improvements, and absent legal fault on its part, the Association shall not be liable to anyone for personal injury or property damage caused by the elements, by the Unit Owners or other persons, or by a latent condition of the property or improvements maintained and operated by the Association.

(B) **The Unit Owners.**

(1) **For Common Expenses.** The liability of a Unit Owner for paying Common Expenses is limited to the amounts he is lawfully assessed for Common Expenses or otherwise charged from time to time, in accordance with the Condominium Documents.

(2) **For Association Debts or Liabilities.** The owner of a Unit may be liable financially for the acts or omissions of the Association related to the use and maintenance of Common Elements or Association Property, or the operation of the Condominium, but only to the extent of the owner's pro rata share of that liability in the same percentage or proportion as his ownership interest in the Common Elements as stated in Section 6.1 above, and in no case shall that liability exceed the value of the owner's Unit.

10. ASSESSMENTS AND LIENS. The Association has the power to levy and collect assessments against each Unit in order to provide the funds necessary for proper operation and management of the Condominium and for the operation of the Association. This power includes both “regular assessments” for each Unit’s share of the Common Expenses based on the annual budget, and “special assessments” for unusual, nonrecurring or unbudgeted expenses. The Association may also levy special charges against any individual Unit for any amounts, other than for Common Expenses, which are properly chargeable against such Unit under this Declaration or the Bylaws, including, without limitation, charges for the installation, maintenance or electrical service fees associated with standard electrical outlets or electric vehicle chargers located in a private garage or otherwise adjacent to a Unit Owner’s parking space. Assessments shall be levied and payment enforced as follows:

10.1 Common Expenses. Common Expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Limited Common Elements and Association Property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted and retained for the purpose of funding reserve accounts. The cost of water and sewer service to the Units and the cost of utilities to the Common Elements shall be a common expense. If the Board of Directors contracts for pest control within Units, or basic cable television programming, communications, information, and/or internet services in bulk for the entire Condominium, the cost of such services shall be a Common Expense.

10.2 Share of Common Expenses. The owner of each Unit is liable for a share of the Common Expenses equal to his share of ownership of the Common Elements and the Common Surplus, as set forth in Section 6.1 above.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No owner can withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.2 below as to certain first mortgagees, whenever title to a Condominium Parcel is transferred for any reason, the new owner becomes jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the common expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.2 below as to certain first mortgagees, and as provided in Section 10.12 as to the Developer.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments or installments on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, costs and attorney's fees incurred in collection, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a Unit is unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the Public Records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postage prepaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each Condominium Parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the Condominium Parcel, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments is subordinate and inferior to the lien of a recorded first mortgage to the extent required by the Condominium Act, as amended from time to time. The Association's lien is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Condominium Act, as amended from time to time. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

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

10.11 Certificate as to Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") signed by an officer or authorized agent of the Association, stating whether all assessments and other

monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

10.12 Liability of Developer for Common Expenses; Statutory Assessment Guarantee. The Developer guarantees that from the recording of this Declaration in the Public Records, until the first to occur of December 31, 2019, or the date control of the Association is turned over to Unit Owners other than the Developer, assessments against the owners of each Unit for common expenses will not exceed \$2,755.00 per quarter, including reserves. During the guarantee period, the Developer and all Units owned by Developer shall not be subject to assessment for common expenses as provided herein. Instead, the Developer agrees to fund the difference, if any, between assessments at the guaranteed level receivable from Unit Owners other than the Developer, and the actual common expenses incurred during the guarantee period. If, at any time during this period, assessments at the guaranteed level collected from Unit Owners other than the Developer are not sufficient to provide timely payment of all common expenses as they come due, the Developer will make such payments when they are due. The Developer reserves the right, but not the obligation, to unilaterally extend this guaranty for one or more periods, of one year each, after the expiration of the initial guaranty period on December 31, 2019.

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS.

Responsibility for the protection, maintenance, repair and replacement of the Condominium property, and restrictions on its alteration and improvement shall be as follows:

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

- (A) Electrical wiring up to the circuit breaker panel or panels in each Unit.
- (B) Water pipes, up to the individual Unit's cut-off valve.
- (C) Utility lines up to the point of service established by the service provider.
- (D) Main air conditioning condensation drain lines, up to the point where the individual Unit's drain line enters the Unit.
- (E) Main sewer lines, up to the point where the individual Unit sewer lines connect.
- (F) All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, and furnishing utilities to more than one Unit, or to the Common Elements.
- (G) All exterior railings.

- (H) All components that contribute to the support of the building, whether included within the boundaries of a Unit or not, including but not limited to exterior building walls, load bearing columns and walls, and the roof of the building.
- (I) Any stairways, stairwells, walkways, or railings serving more than one Unit.
- (J) Landscape and irrigation of Common Elements;
- (K) Pool, pool deck, and any amenity decks;
- (L) Elevator and elevator equipment;
- (M) All exterior screens, windows, and window glass;
- (N) The main entrance door and frame to the Unit; and,

The Association's responsibilities do not include, wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit.

All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practicable to its condition before the damage, and the cost shall be a Common Expense, except the Association shall not be responsible for any alteration or addition to the Common Elements made or caused by a Unit Owner or a Unit Owner's predecessor in title.

11.2 Maintenance Responsibilities of Unit Owners. The owner of each Unit is responsible, at the Owner's own expense, for all maintenance, repairs, and replacements to the Owner's Unit and for certain Limited Common Elements that serve only the Owner's Unit, including terraces, balconies, and patios. Other such areas include, without limitation:

- (A) The electrical, mechanical and plumbing lines, pipes, fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or serving only the Unit.
- (B) All circuit breaker panels and all electrical wiring going into the Unit from the panel.
- (C) Appliances, and other devices such as water heaters, smoke alarms and vent fans.
- (D) All air conditioning and heating equipment, thermostats, ducts, float switches, vents and installations serving the Unit exclusively.
- (E) Carpeting and other floor coverings.
- (F) Shower pans and ceramic wall tile.
- (G) The main water supply shut-off valve for the Unit.

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

(J) All interior partition walls not located in or comprising part of a boundary of the Unit.

(K) Dryer vents.

All property to be maintained, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well-kept appearance throughout the Condominium, and no such maintenance, repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner or any portion of the Condominium property.

11.3 Other Unit Owner Responsibilities:

(A) Limited Common Elements. Unless otherwise provided, where a Limited Common Element consists of an area serving only one Unit, the owner of the Unit is responsible for all maintenance including day-to-day cleaning and care of the walls, floor and ceiling bounding said area, if any; and irrigation and care of landscaping within said areas, if any; and all fixed glass and sliding or movable glass doors or other doors providing access from the Unit to said area, if any (subject to the rules and regulations and approval of the Association); and the wiring, electrical outlet(s) and fixture(s) located thereon, including, but not limited to, the installation and maintenance of electric outlets or electric vehicle chargers in a private garage, adjacent to a Unit Owner's parking space, or otherwise located for the Unit Owner's benefit, and any associated electric meters, if any, and the replacement of light bulbs. Any modification, decoration, enclosure or improvement of such areas, including the installation of floor coverings of any kind or description over concrete slabs exposed to the weather, regardless of whether the Association's prior approval is sought or obtained, is at the risk of the Unit Owner.

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

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

(D) Modifications and Alterations. If a Unit Owner makes any modifications or additions to that Owner's Unit or to the Common Elements, no matter whether approved or not, as long

as the addition or modification remains, the Unit Owner and the Unit Owner's successors in title shall be financially responsible for:

- (1) Insurance, maintenance, repair and replacement of the modifications or additions;
 - (2) The costs of repairing any damage to the Common Elements, or other Units, resulting from the existence of such modifications, installations or additions; and
 - (3) The costs of permitting, removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property for which the Association is responsible.
- (E) Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that his contractor(s) and subcontractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance, and any losses arising from the use of unlicensed and/or uninsured contractor(s) and/or subcontractor(s).
- (F) Balconies, Terraces and Patios. The Unit Owner to which a balcony, terrace or patio is a Limited Common Element shall be responsible for its cleaning and care. No balcony, terrace or patio may be carpeted, covered or enclosed in any way without the approval of the Association or the Master Association, as applicable, and any applicable governmental entities. The Unit Owner may not alter, modify or otherwise change the balcony, terrace or patio in any way without the prior written consent of the Association. The Association shall not approve any alteration to the flooring materials covering the concrete slab on any balcony, terrace or patio, unless the proposed materials are sufficiently waterproof to prevent water intrusion into the ceiling of the Unit below. The Unit Owner shall be solely responsible for any damage to the Common Elements and/or other Units caused by failure to receive Association approval prior to making any alterations.

11.4 Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to that Owner's Unit or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied or conditioned if the Board of Directors determines, in its sole discretion, that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole, structurally, financially or otherwise. Any changes to an Owner's Unit concerning the modification of, or addition to, existing gas utility connections within a Unit, may, in the sole discretion of the Board of Directors, be denied or conditioned upon the Unit Owner's agreement to pay a monthly or quarterly connection service fee, in addition to any other assessments which are to be paid by the Unit Owner. Any glass, screen, curtain, blind, shutter, awning, or other

modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board of Directors and the Master Association. No balcony, patio or terrace may be carpeted, covered or enclosed in any way without prior written approval of the Board of Directors. No carpeting of any kind or description may be installed over concrete floors exposed to the elements. The Board may, in its discretion, appoint an architectural review committee to review any requested alterations or modifications. The Association's rights of review and approval as set forth in this Declaration are intended solely for the benefit of the Association. Neither Developer nor the Association, nor any of their 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, or any other matter arising out of an approval or disapproval of any plans or submissions. 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, fitness for a particular purpose, compliance with building codes or industry standards, or compliance with any laws. Each Owner agrees to indemnify and hold Developer and the Association harmless from and against any and all costs, claims, damages, expenses or liabilities, including without limitation attorney's fees, arising out of any review of plans by the Association. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the Condominium. Owners will be held strictly liable for violation of this section and for all damages resulting therefrom and the Association has the right to require immediate removal of violations or to remove the violations and charge the Owner the cost thereof, which charge shall be an assessment against the Unit and the Association shall have lien rights relative thereto.

11.5 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems and/or to any other portion of the Condominium which may impair the Life Safety Systems or access thereto, without first receiving the written approval of the Association. No lock, chain or other device shall be installed or maintained at any time or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

11.6 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real property owned by the Association costing more than \$25,000 in the aggregate in any fiscal year without prior approval of the owners of at least 75% of the Voting Interests, present in person or by proxy, at an annual or special meeting called for the purpose, at which a quorum is present. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

11.7 Enforcement of Maintenance. If, after reasonable notice, the owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements, the Association may perform the required maintenance and charge the cost thereof to the Unit Owner, or the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any.

11.8 Negligence; Damage Caused by Condition in Unit. The owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by that Owner's acts or negligence, or by that of any member of the Owner's Family or the Owner's Guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain the Owner's Unit, any Limited Common Element appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from an Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may also repair the damage within the Unit at the Owner's expense (with the prior consent of the Owner), but is not obligated to do so.

11.9 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a passkey to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to the Owner's Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to the Owner's Unit caused by the non-availability of a key.

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

11.11 Hurricane Shutters. Notwithstanding any provision to the contrary above, the Board of Directors shall adopt as required by law a model, style and color of hurricane shutter as a standard for use in the Condominium, which model, style and color shall be subject to approval by the Master Association. No hurricane or storm shutters except the standard model, color and style adopted by the Board of Directors shall be installed upon the Condominium. Notwithstanding, where impact glass which complies with applicable building codes has been installed, the Board may deny a Unit Owner the right to install hurricane shutters. In the event that hurricane shutters are installed, they may be operated and used only when necessary to preserve and protect the Condominium property.

11.12 Combining Units. An Owner owning two immediately adjacent Units may, at such Owner's own expense, combine the two Units to form one residence by removing all or a part of the wall or walls separating the Units. Such Owner shall give notice to the Board of Directors prior to undertaking any work, but the approval of the Board of Directors shall not be required unless the proposed alteration would (i) materially interfere with another Unit; (ii) impair the structural soundness of the building; (iii) impair utility services to any Unit; (iv) change the building's exterior appearance, or (v) violate any applicable law or ordinance. Any Units so combined shall continue to be treated as separate Units for purposes of this Declaration and no amendment to this Declaration shall be required. A Unit Owner who combines two or more Units may any time restore the original wall or walls in their original location and shall be required to do so before conveying one of the Units without the other or before conveying the Units to different parties.

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

12.1 Units. Each Unit shall be occupied only as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping the Owner's personal, business or professional records in the Owner's Unit, or from handling the Owner's personal, business or professional telephone calls or written correspondence in and from the Owner's Unit. Such uses are expressly declared customarily incident to residential use.

12.2 Occupancy in Absence of Owner. In order to foster a stable residential community and prevent a motel-like atmosphere, if the Owner and the Owner's Family who permanently reside with the Owner are absent from the Unit and are not occupying it, and the Unit is not leased, the Owner may permit the Owner's Unit to be occupied by the Owner's Guests, only in accordance with the following:

(A) **Closely Related Guests.** Any person who is the parent, child or sibling of a Unit Owner or of the Unit Owner's spouse, if any, may occupy the Unit in the absence of the Owner. That occupant may be accompanied by their spouse and children, if any.

(B) **Other Guests.** Any Guests not included within 12.2(A) are permitted for occupancy in the Unit Owner's absence, provided such Guests stay no longer than four (4) weeks, or are otherwise subject to an approved Lease.

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

12.4 Exterior Improvements; Landscaping. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings, fences or windows of the building without the prior written consent of the Association, nor shall any Owner modify or alter any landscaping on the Condominium property. Curtains, blinds, shutters, levelers, 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. An 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, and an Owner may display, in a respectful way, portable, removable, official flags, no larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Additionally, an Owner may display a religious object on the mantel or frame of the door of the Owner's Unit that is no larger than 3 inches wide, 6 inches high and 1.5 inches deep.

12.5 Minors. Minors shall be allowed. However, Unit occupants under eighteen (18) years of age shall be supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

12.6 Pets. Unless otherwise approved in writing by the Board of Directors, which approval may be denied in the Board's sole discretion, the owner of each Unit may keep a maximum of two (2) pets of a normal domesticated household type (such as a cat or dog) in the Unit. Tropical fish or caged birds in reasonable numbers are also permitted. Notwithstanding, pit bulls, rottweilers and any aggressive dogs are expressly prohibited. Pets may not roam free on the Condominium property and must be caged, carried under the owner's arm or leashed at all times while on the Condominium property outside of the Unit. Pets shall not be left unattended outside the Unit or in open areas such as terraces, balconies, patios or similar areas. Commercial activities of any kind involving pets are prohibited, including, without limitation, breeding, training, grooming, veterinary services and boarding. The Board of Directors may impose reasonable rules and regulations governing the keeping of pets in the Condominium, including restrictions on where pets may be walked. The ability to keep a pet is a privilege, not a right, and the Board of Directors may revoke the privilege, and order and enforce the removal from the Condominium of any pet which becomes a source of unreasonable annoyance or nuisance to other residents, or whose owner repeatedly refuses or fails to abide by this Section 12.6. No pets of any kind may be kept in leased Units or Units occupied by Guests in the absence of the owner. No pets shall be allowed in or around the pool area.

12.7 Nuisances. An Owner shall not use the Owner's Unit, nor permit or condone its use, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor shall any Owner permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium

Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. The owner of each Unit is responsible for the conduct of all persons occupying the Unit.

12.8 Signs. No person other than the Developer may post or display "For Sale," "For Rent," "Open House" or other similar signs anywhere within the Condominium or on the Condominium property, including displaying such signs in the windows of Units or motor vehicles.

12.9 Use of Common Elements. Common walkways, stairways and other Common Elements shall not be obstructed, littered, defaced or misused in any manner.

12.10 Terraces, Balconies and Porches. Terraces, balconies, porches and other similar areas shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, outdoor cooking of any kind, hanging or cleaning of rugs or other household items, or for storage of bicycles, grills, or other personal property. No Unit Owner shall install any water line or source of water or any heat source (whether electric, gas, wood burning or otherwise), on any terrace, balcony or porch. No fan shall be installed on any terrace, balcony or porch without the prior written approval of the Association, and no fan shall contain any lights or light fixtures.

12.11 Parking. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association, and in accordance with the Association's rules and regulations concerning the same. Each Unit Owner agrees to notify all Guests of the regulations regarding parking, and to require Guests to abide by such parking regulations. No parking of commercial truck of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily for purposes of actual construction or repair of a structure, or moving in or out and for moving or transferring furniture or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreational vehicles, shall be permitted to be parked overnight. Notwithstanding, vans equipped for personal passenger use shall be permitted. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored on the Condominium property, and none of the foregoing, or any other type of vehicle shall be used as a temporary or permanent domicile or residence while on Condominium property. Any vehicle or item prohibited by this paragraph may be removed by the Association at the expense of the Unit Owner responsible for the same, for storage or public or private sale, and the Unit Owner shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Unit Owner will be permitted on Condominium property.

12.12 Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, wood, etc., will be permitted throughout the Unit, provided, however, use of a hard and/or heavy surface floor covering in any upstairs Unit must be submitted to and approved by the Board of Directors and also meet applicable structure requirements. The Board of Directors shall have the right to impose requirements on the installation of the floor coverings, including but not limited to sound proofing. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board of Directors, and be compatible with the structural design of the building and be adequately insulated from sound transmission. The Board of Directors may require the review of a structural engineer at the Unit Owner's expense. All other areas of the Unit which do not receive the approved hard and/or heavy surface floor coverings, are to receive sound absorbent, less dense floor

coverings, such as carpet. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

12.13 Mold. By reason of climate and humid conditions in South Florida, mold, mildew, toxins and fungi may exist and/or develop within the Unit and the Condominium property. Certain molds and mildews may become toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildews, toxins and/or fungi and to have released Developer and the Association from all liability resulting from the same. 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. Each Unit Owner shall operate the air conditioning system in the Unit, whether or not occupied, to maintain a temperature not exceeding 78 degree Fahrenheit to minimize humidity in the Unit. If the Association reasonably believes the provisions of this Section are not being complied with, the Association shall have the right (but not the obligation) to enter the Unit without consent of the Unit Owner and turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required herein, with all utility consumption costs to be paid by the Owner. To the extent that electric service is not available to the Unit, the Association shall have the further right, but not the obligation, without consent of the Unit Owner, to connect electric service to the Unit with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, and the Association shall have the right to lien the Unit for any unreimbursed amounts.

12.14 No Soliciting. Soliciting is strictly forbidden. Unit Owners shall notify the manager if a solicitor appears so that appropriate action can be taken.

12.15 Antenna and Similar Devices. No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Association in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Association.

12.16 Solar Collectors. Solar Collectors shall be permitted only at locations and on structures as are first approved in writing by the Association.

12.17 Open Houses. No Unit Owner may hold or conduct an open house for sale of the Owner's Unit without the prior written approval of the Association.

12.18 Garage Sales. Garage sales are strictly forbidden.

12.19 Other Use Restrictions. In addition to the use restrictions set forth herein, all use restrictions set forth in the Master Declaration are incorporated herein by this reference. The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units, Limited Common Elements and Common Elements as long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration. 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 for good cause shown.

13. LEASING OF UNITS. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their owners shall be restricted as provided in this Section. All leases of Units must be in writing. A Unit Owner may lease only the Owner's entire Unit, and then only in accordance with this Section. The lessee must be a natural person.

13.1 Procedures. An Owner intending to lease the Owner's Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information about the lessee and all intended occupants during the lease term as the Board may require. All leases must be approved by the Board of Directors.

13.2 Disapproval of Leases. A proposed lease may be disapproved by the Board of Directors if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval include only the following:

(A) The Unit Owner is delinquent in the payment of any monetary obligations due to the Association at the time the application is considered;

(B) The Unit Owner has a history of leasing his Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of the Owner's Unit;

(C) The prospective lessee, or any other person who would occupy the Unit during the lease term, has been convicted, within the last five (5) years, of a felony involving:

- (1) violence to persons or property,
- (2) sale or possession of a controlled substance,
- (3) spousal or child abuse, or
- (4) dishonesty or moral turpitude,

and has not been pardoned or otherwise exonerated.

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

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

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

13.5 Regulation by Association. All of the provisions of the Condominium Documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or Guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

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

13.7 Association Right to Collect Rent. If a Unit is occupied by a Tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The Tenant must pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant discontinues tenancy in the Unit. The Association must provide Tenant the notice required by the Condominium Act, and must also mail written notice to the Unit Owner. The Association shall, upon request, provide the Tenant with written receipts for payments made. The Association may issue notice under Florida Statutes and sue for eviction as if the Association were a landlord if the Tenant fails to pay a required payment to the Association after written demand has been made to the Tenant. The Tenant does not, by virtue of payment of monetary obligations to the Association, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

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

14.1 Forms of Ownership:

(A) **One Person.** A Unit may be owned by one natural person, who may designate a different person as the primary occupant if so desired.

(B) Two or More Persons. Co-ownership of Units by two or more natural persons is permitted. If the co-owners are other than husband and wife, the co-owners must designate in writing one natural person as “primary occupant” for voting purposes. Except for changes made necessary by the death or disability of the primary occupant, the designation of a primary occupant may not be changed by an Owner more often than once in any period of twelve (12) consecutive months.

(C) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, not to allow circumstances in which a Unit may be used as short-term transient accommodations for several individuals or families. A trustee, or corporation, partnership or other entity as a Unit Owner must designate in writing one natural person to be the “primary occupant” for voting purposes. The use of the Unit by other persons shall be as if the primary occupant were the only actual Owner.

(D) Designation of Primary Occupant. Within thirty (30) days after a change in ownership, each Owner of a Unit which is owned in the forms of ownership stated in preceding subsections 14.1(B) and (C) shall designate a primary occupant in writing to the Association. If any Unit Owner fails to do so, the Board of Directors shall be authorized to make the designation for the Owner, and notify the Owner in writing of its action. If the ownership of a Unit is such that the designation of a primary occupant is not required, the Unit Owner may, nevertheless, choose to designate one, subject to Board approval.

(E) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the surviving holders of the remainder interest shall become Unit Owners for purposes of this provision. The life tenant shall be liable for all assessments and charges against the Unit, and any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 14.1(B), above. If ownership is ever vested solely in one or more minors, they must have a guardian appointed to exercise ownership rights until they reach majority.

14.2. Transfers. An Owner intending to make a sale or gift of the Owner’s Unit, or any interest therein, shall give the Board of Directors or its designee written notice of such intention at least fifteen (15) days before the intended closing date, together with the name and address of the proposed purchaser or donee, together with such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser as a pre-condition to approval. Within 15 days after receipt of the required notice and all information or interviews requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by an officer of the Association, or if permitted by a resolution of the Board of Directors, the manager of the Association, in recordable form and delivered to the transferee. If the Board does not act within the required time limits, the transferee shall be deemed approved, and

on demand, the Board shall issue a Certificate of Approval to the transferee. The Board may disapprove a proposed transferee only for cause, and if a majority of the Board so votes, after receiving a written opinion of counsel that cause for disapproval exists. Only the following may be deemed to constitute cause: (a) the person seeking approval has been convicted of a felony; (b) the person seeking approval has a record of financial irresponsibility; (c) the person seeking approval has a history of disruptive behavior; or (d) the person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process. Any transfer without Association approval as set forth herein shall be void.

14.3 Exceptions. This Section 14 does not apply to a first mortgagee or other bona fide purchaser at a judicial sale who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor does it apply to any party who acquires title through devise or inheritance. Notwithstanding, any party acquiring title under this Section 14.3 shall notify the Association within thirty (30) days and provide the Association with proof of ownership.

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

15.1 Property Insurance by the Unit Owner. Each Unit Owner is responsible for insuring at that Owner's own expense:

(A) the Owner's own Unit, and his personal property within the unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit;

(B) all alterations, additions and improvements made to the Unit or the Common Elements by the Owner or any previous Owner. Each Unit Owner is expected to carry homeowner's insurance, including appropriate endorsements for matters such as leakage, seepage, mold and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

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

15.3 Required Coverages. The Association shall maintain adequate insurance covering the buildings and other improvements on the Condominium property that the Association is required to insure by local, state or federal law, as well as all Association Property, in such amounts, and with

such deductibles, as is determined annually by the Board of Directors in the exercise of its good business judgment, such insurance to afford at least the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards in the amounts required by the Condominium Act.

(B) Flood. In amounts deemed adequate by the Board of Directors, if reasonably available.

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

(D) Fidelity. Fidelity insurance covering all persons who control or disburse funds, including without limitation, all directors, officers and employees of the Association and managing agents.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage and endorsements as the Board of Directors may determine to be in the best interest of the Association and Unit Owners.

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

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

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear, and all proceeds from policies purchased by the Association shall be payable only to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

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

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

(C) Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. No mortgagee shall have the right to have insurance proceeds on account of damage to that Unit applied to reduce any mortgage it may hold against the Unit, unless the proceeds exceed the actual cost of repairs. Except as otherwise expressly provided herein, no mortgagee shall have the right to participate in determining whether improvements will be repaired or rebuilt after casualty.

(D) Deductibles. The policies may provide for deductibles as determined by the Board of Directors. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in proportion to the amount each party's loss bears to the total loss.

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

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

(B) Cost of Repair or Reconstruction. If the damage for which the proceeds are paid is to be repaired the remaining proceeds shall be paid to defray the costs as provided in Sections 15.7(A) and (B) above. Any proceeds remaining after repairs and reconstruction shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to both.

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

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

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

16.1 Damage to Units. Where loss or damage is confined within one or more Units, Association insurance proceeds received on account of the loss or damage shall be used to pay for the

reconstruction or repair of any such damage that is the responsibility of the Association to repair, and any remaining proceeds shall be distributed to the Owner(s) of the damaged Unit(s) in shares as provided in Section 15.7 above. The Owner(s) of the damaged Unit(s) shall be responsible for other reconstruction and repairs.

16.2 Damage to Common Elements - Less than "Very Substantial". Where the loss or damage involves the Common Elements, but is less than "very substantial damage," as defined below, it shall be mandatory for the Association to repair the damage, and the following procedures shall apply:

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

(B) If the proceeds of Association insurance and available reserves are insufficient to pay the costs of repair and reconstruction of the Common Elements, and those parts of the Units the Association is obligated to insure, the Association shall promptly, upon determination of the approximate amount of deficiency, levy a special assessment for the difference, payable by all Unit Owners in proportion to their shares in the Common Elements for the deficiency. Such special assessments need not be approved by the Unit Owners. The proceeds from the special assessment shall be added to the other funds available for repairs and reconstruction.

16.3 "Very Substantial Damage." As used in this Declaration, "very substantial damage" means property damage caused by a common occurrence which is so severe that the repairs necessary to render a total of at least 33% of the Units habitable cannot reasonably be expected to be completed within sixty (60) days after the date of the damage. Should such "very substantial damage" occur:

(A) The Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such actions as may reasonably appear at the time to be necessary under emergency conditions, as further provided in the Bylaws. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Condominium property or Association property as might be reasonable under the circumstances to protect the Condominium property or Association Property from further damage or deterioration. This authority includes the authority to expend any and all available Association funds, including reserves.

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

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

(1) If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof, so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without need for a special assessment that

exceeds fifteen percent (15%) of the total annual budget for the Condominium in the year in which the casualty occurred, the Condominium shall be repaired.

(2) If upon the advice of legal counsel, architects, engineers, and other qualified experts its Board determines that it appears unlikely that the then applicable zoning or other laws governing building will allow reconstruction of the same number and general types of Units; or if the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the Condominium in the year in which the casualty occurred, the Condominium may be terminated as provided in the Act.

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

16.4 Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and reconstruction come first from insurance proceeds; if there is a balance of insurance proceeds left in the funds held by the Association after the payment of all costs of repair and reconstruction, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 15.7(C) above.

16.5 Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable, and repairs and reconstruction are not begun and completed within a reasonable period of time, the Owner of the uninhabitable Unit may petition a court for equitable relief, which may include termination of the Condominium and partition of the former Condominium property. For the purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within four (4) months following the damage or destruction, and is completed within six (6) months thereafter.

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

17. CONDEMNATION.

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

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

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

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

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

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

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

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

(C) **Adjustment of Shares in Common Elements.** If the floor area of a Unit is materially reduced, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the same proportion as the floor area of the Unit is reduced, and the shares of all Unit Owners in the Common Elements shall be proportionately restated by an amendment of the Declaration adopted under the Condominium Act.

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

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

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

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

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

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

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

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

18.1 Agreement. The Condominium may be terminated for all or a portion of the Condominium property pursuant to a plan of termination approved by at least 80 percent of the total Voting Interests of the Association if no more than 10 percent of the total Voting Interests of the Association have rejected the plan of termination by negative vote or by providing written objections.

18.2 Very Substantial Damage. If the Condominium suffers “very substantial damage” to the extent defined in Section 16.3 above, and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated immediately, provided that at least 51% of the mortgagees that hold a mortgage on all Units approve of the termination.

18.3 Certificate of Termination; Termination Trustee. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and attesting to the occurrence of the events that effect the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers or a licensed Florida attorney who is designated by the Association to act as “Termination Trustee,” and shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Collier County, Florida. The recording of that Certificate of Termination automatically divests the Association and all Unit Owners of legal title, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property which was formerly the Condominium property or Association Property, without need for further conveyance. Beneficial title to the former Condominium and Association Property is owned by the former Unit Owners as tenants in common, in the same undivided shares as each Owner previously owned in the Common Elements. Upon termination, each lien encumbering a Condominium Parcel shall be automatically transferred to the equitable share in the Condominium property attributable to the Unit encumbered by the lien, with the same priority.

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

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

information and instructions. In the event of the resignation or incapacity of the Trustee, a successor Trustee may be appointed by the Circuit Court on the petition of the Association.

18.6 Partition; Sale. Following termination, the former Condominium property and Association Property may be partitioned and sold upon the application of any Unit Owner. If following a termination, the former Owners of a majority of the Units agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the former Unit Owners have not so authorized a sale of the former Condominium and Association Property within one (1) year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the former Unit Owners. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

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

18.8 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium property, are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

19. RIGHTS AND REMEDIES.

19.1 Duty to Comply; Right to Sue. Each Unit Owner, each tenant and other invitee and each association shall be governed by, and shall comply with the provisions of the Condominium Act, the Declaration, the documents creating the Association, and the Bylaws and the provisions hereof shall be deemed incorporated into any lease of a Unit. Action for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a Unit Owner against:

- (A) The Association;
- (B) A Unit Owner;
- (C) Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by Unit Owners other than the Developer;
- (D) Any Director who willfully and knowingly fails to comply with these provisions; or

(E) Any tenant leasing a Unit, and any other invitee occupying a Unit.

The prevailing party in any such action or in any action in which a purchaser claims a right of voidability based upon contractual provisions as required by the Condominium Act is entitled to recover reasonable attorney's fees. A Unit Owner prevailing in action between the Association and the Unit Owner under this paragraph, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his or her share of assessments levied by the Association to fund its expenses of litigation. This relief does not exclude other remedies provided by law.

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

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

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

20. RIGHTS OF MORTGAGEES.

20.1 Approvals. Any amendment of a material adverse nature, as defined by Florida law, shall not be effective unless approved by all first mortgagees that represent at least 51% of the first mortgagees holding mortgages on all Units.

In the event that this Declaration requires the consent or approval of any mortgagee prior to taking a proposed action, and such mortgagee does not respond to a written request for approval of the proposed action within sixty (60) days after receipt of notice of the proposed action from the Association, then the mortgagee shall be deemed to have approved the proposed action, provided the notice was delivered by registered or certified mail, return receipt requested.

20.2 Liability of Mortgagee for Assessments. If the mortgagee of a first mortgage of record, or any other person, acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the liability of the first mortgagee for the unpaid Common Expenses or Assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the parcel, which came due prior to the first mortgagee's acquisition of title, shall be limited to the amount required to be paid by a mortgagee under the Florida Condominium Act, as amended from time to time, which as of the date of recording of this Declaration is the lesser of twelve (12) months of past due assessments or one percent (1%) of the original mortgage debt. No acquirer of title to a Condominium Parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

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

20.4 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting the same, current copies of the Condominium Documents and the books, records and financial statements of the Association. "Available" means ready for inspection, within a reasonable time after receipt of a written request from the mortgagee, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them, and the Association may withhold delivery until the person seeking the disclosure has paid all such expenses.

20.5 Financial Statement. An Institutional Mortgagee is entitled, upon written request, to a copy of the most recent financial reports of the Association.

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

- (A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds a mortgage.
- (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association. An increase in coverage shall not be deemed a material modification under this paragraph, nor shall any change in coverage which is mandatory under the Condominium Act as amended from time to time.
- (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.
- (D) Any condemnation or casualty loss that affects either a material portion of the project or the Unit that is secured by the mortgage.

21. DEVELOPER'S RIGHTS AND DUTIES. Notwithstanding the other provisions of this Declaration, as long as the Developer or any assignee of the Developer's rights holds any Units in the Condominium for sale in the ordinary course of business, the following shall apply:

21.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold and closed all of the Units in the Condominium and all of the Units subject to the Master Declaration, neither the Unit Owners nor the Association, nor any person's use of the Condominium property shall unreasonably interfere with the completion of the contemplated improvements or the sale of Units. The Developer may make any use of the unsold Units and the Common Elements and Association Property as may reasonably be expected to facilitate completion of contemplated improvements and sales of Units. By accepting title to a Unit, each Owner agrees that Developer may use units owned by it or other persons as models, for overnight sleeping accommodations, may continue its sales program in the Condominium (including Developer's employees present on the premises to show units, use Condominium facilities and/or property), maintain such signs on its property and on the Common Elements of the Condominium or make use of such of the Common Elements of the Condominium as may be necessary or convenient for Developer to complete its sales program, all without contribution. Additionally, certain units of the Condominium may be used as rental units by Developer and others. Developer's rights hereunder shall continue until completion of the sales program for all of the properties subject to the Master Declaration. Additionally, each Owner, by acceptance of title to a Unit, acknowledges and agrees that during any period of construction of this Condominium or of any property subject to the Master Declaration, Developer shall have the right of unrestricted access to the Condominium, and that there may be certain inconveniences such as noise, dust, odors, and debris and each Owner waives all claims against Developer with respect to any such inconvenience and nuisances.

21.2 Assignment. All or any of the rights, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the Developer to any successor developer, without the consent of any other Unit Owner or any holder of a mortgage secured by any Unit.

21.3 Amendments by Developer. As long as Developer owns any Unit, Declarant may amend the Condominium Documents without approval or joinder of any other party (a) to comply with requirements of FNMA, FHLMC, GNMA, FHA, SFWMD, ACOE, or any other governmental agency or quasi-governmental agency; and (b) to comply with any requirement of the Condominium Act or other applicable law. Said amendments may be made and executed solely by the Developer and recorded in the Public Records of Collier County, Florida, without any requirement of securing the consent of any Unit Owner, the Association, or the owner or holder of any lien encumbering a Condominium Parcel.

21.4 Sale of Units. The Developer has the right to sell or transfer ownership of any Unit owned by it to any person or entity, on such terms and conditions as the Developer deems in its own best interest.

21.5 Developer's Rights. So long as the Developer holds Units for sale in the ordinary course of business in this Condominium or in any portion of the property subject to the Master Declaration, none of the following actions may be taken without approval in writing by the Developer.

(A) Any amendment of the Condominium Documents which would adversely affect the Developer's rights, as more specifically set forth in section 22.8 below.

(B) Any assessment of the Developer as a Unit Owner for capital improvements.

(C) Any action by the Association that would be detrimental to or interfere with the sales of Units by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of Units.

21.6 Transfer of Association Control. The method for the transfer of Association control shall be as provided for in the Bylaws. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will ultimately be included in the Condominium, they are entitled to elect at least one-third (1/3) of the Directors. The Developer shall relinquish control of the Association, and the Unit Owners shall be entitled to elect at least a majority of the members of the Board of Directors upon the first of the following events to occur:

(A) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(B) Three (3) 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 the Units 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;

(E) When the developer files a petition seeking protection in bankruptcy;

(F) When a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or

(G) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a Unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first.

22. AMENDMENT OF DECLARATION. Except as otherwise provided above as to amendments made by the Developer, amendments to this Declaration shall be proposed and adopted in the following manner:

22.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by at least 25% of the total Voting Interests of the Association.

22.2 Procedure. If an amendment to this Declaration is proposed as provided above, the proposed amendment shall be submitted to a vote not later than the next annual meeting for which proper notice can still be given.

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration shall be amended if a proposed amendment is approved by at least 75% of the Voting Interests, present in person or by proxy, at any annual or special meeting at which a quorum is present. Prior to the assumption of control of the Association by Unit Owners other than the Developer, this Declaration and its recorded exhibits may be amended by a two-thirds (2/3rds) vote of the Board of Directors. Alternatively, amendments may be adopted without a meeting following the procedure set forth in the Bylaws.

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

22.5 Proviso. No amendment may change the boundaries or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of a parcel shares the common expenses and owns the common surplus, unless all record Owners of the Unit, and any Institutional Mortgagee holding a mortgage on the Unit, and the Owners of at least a majority of the Units consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17 above. No amendment shall operate to unlawfully discriminate against any Unit Owner nor against any class of Unit Owners. Except as specifically required by this Declaration, or unless required by FNMA or FHLMC, the consent and/or joinder of any lien holder shall not be required for the adoption of an amendment to this Declaration, and whenever the consent or joinder of a lien holder is required, such consent or joinder shall not be unreasonably withheld.

22.6 Enlargement of Common Elements. The Common Elements designated by this Declaration may be enlarged to add real property acquired by the Association through amendment of Exhibits "A" and "B" to this Declaration. The amendment must be approved by the Owners of at least a majority of the Units, but no other person need join in or consent to the amendment. The amendment divests the Association of title to the land, and vests title in the Unit Owners without naming them and without further act of conveyance, in the same proportions as the undivided shares in the Common Elements that are already appurtenant to the Units.

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

22.8 Amendment of Provisions Relating to Developer. As long as the Developer holds any Units in this Condominium, or in any other portion of the property that is subject to the Master Declaration, for sale in the ordinary course of business, no amendment to this Declaration may eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits or privileges or priorities granted or reserved to the Developer without the Developer's written consent in each instance.

23. MISCELLANEOUS.

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

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

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

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

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

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

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

24. MASTER ASSOCIATION.

24.1 Membership in Master Association. By taking title to a Unit, the Owner automatically becomes a Member of the Master Association and subject to the terms and conditions of the Master

Declaration and other related documents, including but not limited to the Articles of Incorporation and Bylaws of the Naples Square Residential Property Owners Association, Inc., a Florida not for profit corporation, all as may be amended from time to time.

24.2 Master Association Assessments. Pursuant to the Master Declaration, the Master Association has the right to assess the Members for all expenses which may be incurred by the Master Association in the performance of its duties. These assessments may be collected by the Association as agent for the Master Association at the discretion of the Master Association and remitted to the Master Association on a timely basis. The Master Association may, in its discretion, collect assessments directly. Failure to pay a Master Association assessment will result in a lien against the Owner's Unit.

24.3 Shared Access and Cost Sharing Agreement. The Condominium is subject to the Cost Sharing and Easement Agreement recorded in Official Records Book 5164, Page 2077, Public Records of Collier County, Florida. The Cost Sharing and Easement Agreement allocates maintenance and payment responsibilities for the common roadways, landscaping, drainage, and other easement areas that are shared between the Master Association and the adjacent commercial parcel.

24.4 Office and Fitness Center. The Office and Fitness Center shown as Unit 1 on Exhibit "B" attached hereto and located within the Condominium shall be conveyed to and owned and maintained by the Master Association. All members of the Master Association shall have the right to use the Fitness Center and the Master Association and its members shall have an easement for ingress and egress as set forth in Section 7.2 above.

25. DISCLOSURES.

25.1 Commercial Property. The Units in this Condominium may be located in close proximity to restaurants, bars, retail stores, or other business which may operate at unusually late or early hours, unavoidably causing noise, and emitting strong odors associated with cooking or other business related activities.

25.2 Naples Airport. The Naples Municipal Airport is located less than one mile to the Northeast of the Condominium, in close proximity to the community. Unit Owners can expect all the usual and common noises and disturbances created by, and incident to, the operation of the Airport.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the date first above written.

Signed in the presence of:

Witnesses:

WSR Old Naples 3 LLC,
a Florida limited liability company

By: [Signature]
Anthony P. Solomon
Authorized Signatory

[Signature]
Printed Name: Kristina Iantosca

[Signature]
Printed Name: Mitzi Reveter

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 30th day of April, 2019, personally appeared before me Anthony P. Solomon, as Authorized Signatory for WSR Old Naples 3 LLC, a Florida limited liability company, who executed the foregoing in the name and on behalf of the company, and is well known to me or produced _____ as identification.



[Signature]
NOTARY PUBLIC
Printed Name: Kristina Iantosca
My Commission Expires: 4/6/20

CONSENT OF MORTGAGEE

THIS CONSENT is given as of the 30th day of April, 2019, by REGIONS BANK, an Alabama chartered commercial bank authorized to transact business in the State of Florida, as administrative agent for and on behalf of the lenders (hereinafter referred to as "Mortgagee"), being the owner and holder of that certain Mortgage, Security Agreement and Fixture Filing dated October 10, 2014 by WSR OLD NAPLES LLC, a Florida limited liability company, WSR OLD NAPLES 2 LLC, a Florida limited liability company, WSR OLD NAPLES 3 LLC, a Florida limited liability company, and WSR OLD NAPLES 4 LLC, a Florida limited liability company, and recorded on October 13, 2014 in Official Records Book 5084, Page 3117, as modified by the Mortgage Modification and Future Advance recorded in Official Records Book 5213, Page 1242, together with that certain Collateral Assignment of Leases, Rents and Contract Rights recorded in Official Records Book 5084, Page 3147, Mortgage Modification Agreement recorded in Official Records Book 5475, Page 3394, all in the Public Records of Collier County, Florida (as same may be amended or modified from time to time, and including any and all other documents securing the indebtedness referenced in the mortgage, the "Mortgage") encumbering the real property submitted to the hereafter described Naples Square III Declaration.

WHEREAS, WSR OLD NAPLES 3 LLC, a Florida limited liability company (the "Developer") has requested that Mortgagee consent to the recording of the Declaration of Condominium for Naples Square III, a Condominium to which this Consent is attached (the "Naples Square III Declaration").

NOW, THEREFORE, Mortgagee hereby consents to the recordation of the Naples Square III Declaration, and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Naples Square III Declaration; provided, however, that nothing contained herein is intended, or shall be construed, to subordinate the Mortgage to any lien, charge or assessment that may arise under or pursuant to the Naples Square III Declaration.

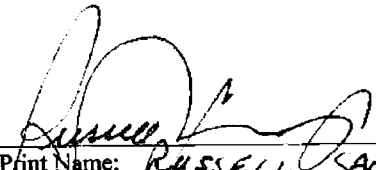

Mortgagee makes no warranty or any representation of any kind or nature concerning the Naples Square III Declaration, any of its terms or provisions, or the legal sufficiency thereof, it disavows any such warranty or representation, and does not assume, and shall not be responsible for, any of the obligations or liabilities of the Developer contained in the Naples Square III Declaration. None of the representations contained in the 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. Except as expressly provided herein, this Consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Naples Square III Declaration.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed the date and year first above written.

Witnessed by:


Print Name: RUSSELL SANTIAGO

Print Name: Abel Rizo

MORTGAGEE:

REGIONS BANK, AN ALABAMA
CHARTERED COMMERCIAL BANK, AS
ADMINISTRATIVE AGENT

By: Mercedes Montalvo
Name: Mercedes Montalvo
Title: Senior Vice President

STATE OF FLORIDA)

COUNTY OF Miami Dade) SS.:

I hereby certify that on the 30 day of April, 2019, personally appeared before me Mercedes Montalvo, as Senior Vice President of Regions Bank, an Alabama Chartered Commercial Bank, the administrative agent for and on behalf of the lenders, who executed the foregoing in the name and on behalf of the bank, and who is well known to me or did show _____ as identification.

(Affix notarial seal)


NOTARY PUBLIC
Printed Name: Melissa Santos
My Commission Expires: Dec. 19, 2021



mm

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

NAPLES SQUARE III, A CONDOMINIUM

A tract or parcel of land lying in Tract "3" of the record plat "NAPLES SQUARE", as recorded in Plat Book 58, Page 84, of the Public Records of Collier County, lying in Section 3, Township 50 South, Range 25 East, City of Naples, Collier County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeasterly corner of said Tract "3" run S49°27'07" W for 13.29 feet to the POINT OF BEGINNING. From said Point of Beginning run S06°35'38" E for 288.96 feet; thence run S38°24'22" W for 14.14 feet; thence run S83°24'22" W for 259.61 feet; thence run N51°35'38" W for 14.14 feet; thence run N06°35'38" W for 288.96 feet; thence run N83°24'22" E for 279.61 feet to the POINT OF BEGINNING.

Containing 1.92 acres, more or less.

Bearings hereinabove mentioned are based on the East line Tract "3" of said record plat to bear N06°35'38"W.

EXHIBIT B
SURVEY AND PLOT PLANS

Barraco
and Associates, Inc.

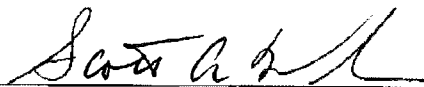
www.barraco.net

Civil Engineers, Land Surveyors and Planners

NAPLES SQUARE III, A CONDOMINIUM

CERTIFICATE OF SURVEYOR

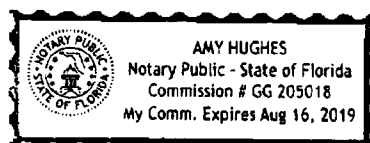
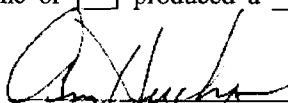
The undersigned, being a surveyor authorized to practice in the State Florida, hereby certifies in accordance with Florida Statutes, Section 718.104(4)(e), that the construction of the units within Naples Square III, a Condominium, are substantially complete so that this Exhibit "B" to the Declaration of Condominium for Naples Square III, a Condominium, together with the provisions of the Declaration of Condominium for Naples Square III, a Condominium, describing the condominium property, are an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements, and of each unit, within the foregoing condominium can be determined from these materials. The undersigned further certifies that all planned improvements, including, but not limited to, landscaping, utility services and access to the units, and common element facilities serving the foregoing building have been substantially completed. This certification is to matters of survey only, and not a certification that the improvements have been properly constructed, or that the improvements have been constructed in accordance with the requirements of any controlling governmental authority.



Scott A. Wheeler
Professional Surveyor and Mapper
Florida Certificate No. 5949

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 30 day of April, 2019, personally appeared before me Scott A. Wheeler, who executed the foregoing, and is ☒ well known to me or ☐ produced a _____ as identification.

NOTARY PUBLIC

Printed Name: Amy Hughes

My Commission Expires: Aug 16, 2019

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 HAWTHORNE AVENUE, SUITE 200
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3168
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING 18-8940

LEGEND:

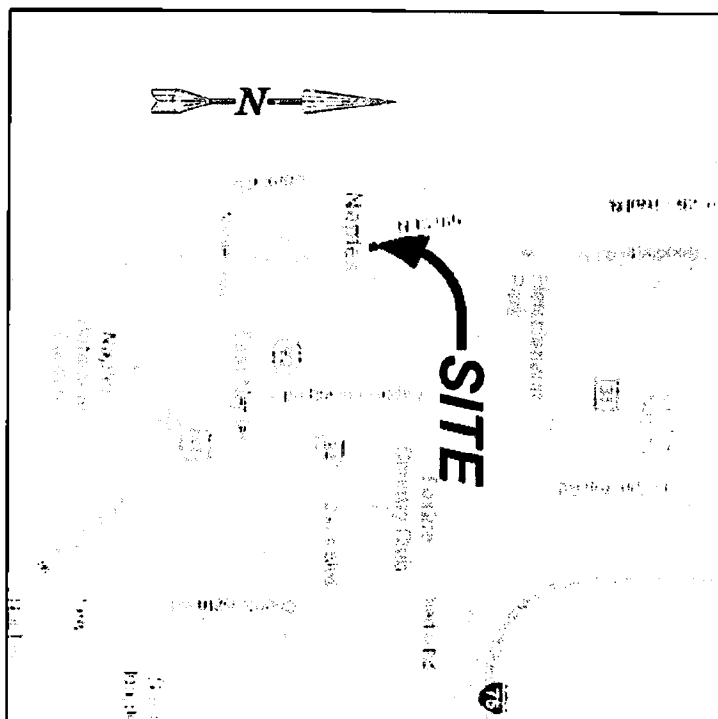
AC	AIR CONDITIONING	I.R.	IRON ROD
BM	BENCHMARK	L	LENGTH
C	CALCULATED	L.C.E.	LIMITED COMMON ELEMENT
C.C.R.	COLLIER COUNTY RECORDS	LB	LICENSED BUSINESS
C.E.	COMMON ELEMENT	(M)	MEASURED
CONC.	CONCRETE	O.R.	OFFICIAL RECORD BOOK
CB	CHORD BEARING	(P)	PLAT
CD	CHORD DISTANCE	P.B.	PLAT BOOK
CH	CHORD BEARING & DISTANCE	P.C.	POINT OF CURVATURE
CL	CENTER LINE	P.G.	PAGE
C.M.	CONCRETE MONUMENT	P.K.	PARKWAY
COR.	CORNER	P.M.	PERMANENT REFERENCE MONUMENT
Δ	DELTA OR CENTRAL ANGLE PROP. PROPERTY	P.T.	POINT OF TANGENCY
(D)	DEED	R	RADIUS
D.B.	DEED BOOK	R.C.P.	REINFORCED CONCRETE PIPE
EL	ELEVATION	REF.	REFERENCE
(F)	FIELD	R.W.	RIGHT OF WAY
FD	FOUND	SEC.	SECTION
F.D.O.T.	FLORIDA D.O.T.	W	WITH
F.P. & L.	FLORIDA POWER & LIGHT	WIT.	WITNESS
FRAC.	FRACTION		
GOVT	GOVERNMENT		
I.P.	IRON PIPE		

- ▲ SET "MAG" NAIL WITH DISC STAMPED LB8940
- SET 1/2" IRON ROD WITH CAP STAMPED LB8940
- SET 4"x4" CONC. MONUMENT STAMPED LB8940
- △ FOUND NAIL AS NOTED
- FOUND CONC. MONUMENT AS NOTED
- FOUND IRON PIPE OR IRON ROD AS NOTED
- ⊖ DRAINAGE INLET
- ⊕ DRAINAGE MANHOLE
- ⊗ METERED END SECTION
- ☆ LIGHT POLE
- ⦿ CONCRETE POWER POLE
- ⦿ WOOD POWER POLE
- ⦿ GUY ANCHOR
- ⦿ ELECTRIC BOX
- ⦿ TELEPHONE BOX
- ⦿ CABLE TV BOX
- ⦿ WATER VALVE
- ⦿ FIRE HYDRANT
- ⦿ WATER BOX
- ⦿ BACK FLOW ASSEMBLY
- ⦿ FIRE DEPT. CONNECTION
- ⦿ IRRIGATION VALVE
- ⦿ IRRIGATION BOX
- ⦿ SANITARY MANHOLE
- ⦿ SANITARY SERVICE
- ⦿ SIGN

SURVEY NOTES:

1. DATE OF LAST FIELD WORK: MARCH 29, 2019
2. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
4. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON SUBJECT PARCEL BY THIS FIRM.
5. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
6. BEARINGS HEREON ARE BASED ON THE EASTERN RIGHT-OF-WAY LINE OF 10TH STREET TO BEAR N 08°32'47" W.
7. IMPROVEMENTS OTHER THAN THOSE SHOWN IF ANY WERE NOT LOCATED, THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN.
8. OWNERSHIP OF ANY FENCE SHOWN HEREON IS UNKNOWN. INTERIOR FENCES WERE NOT LOCATED.
9. ACCORDING TO F.I.R.M. No. 1202103939, MAP REVISED MAY 16, 2012, THE PROPERTY IS LOCATED IN FLOOD ZONE AE (EL. 7) & AE (EL. 8).
10. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A FILL AND ACQUAPPE TITLE REPORT.
11. ELEVATIONS SHOWN ARE IN FEET ABOVE NORTH AMERICAN VERTICAL DATUM 1989 AND ARE BASED ON A LEVEL LOOP BY THIS FIRM FROM NATIONAL GEODETIC SURVEY BENCHMARK WAPLES RESET (FID-AD704) (ELEVATION = 6.29).
- 12.

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



VICINITY MAP
SCALE: 1" = 10,000'
0 500 1000
SCALE IN FEET

THE UNDERSIGNED CERTIFIES THAT THIS BOUNDARY SURVEY IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS PER CHAPTER 44-17.060 THRU 062 F.A.C. PURSUANT TO CHAPTER 412.027, FLORIDA STATUTES.

UNLESS IT BEARS THE SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAFTING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Scott A. Wheeler
4/24/19
DATE SIGNED:
SCOTT A. WHEELER FOR THE FIRM - LB-8940
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CONDOMINIUM NOTES:

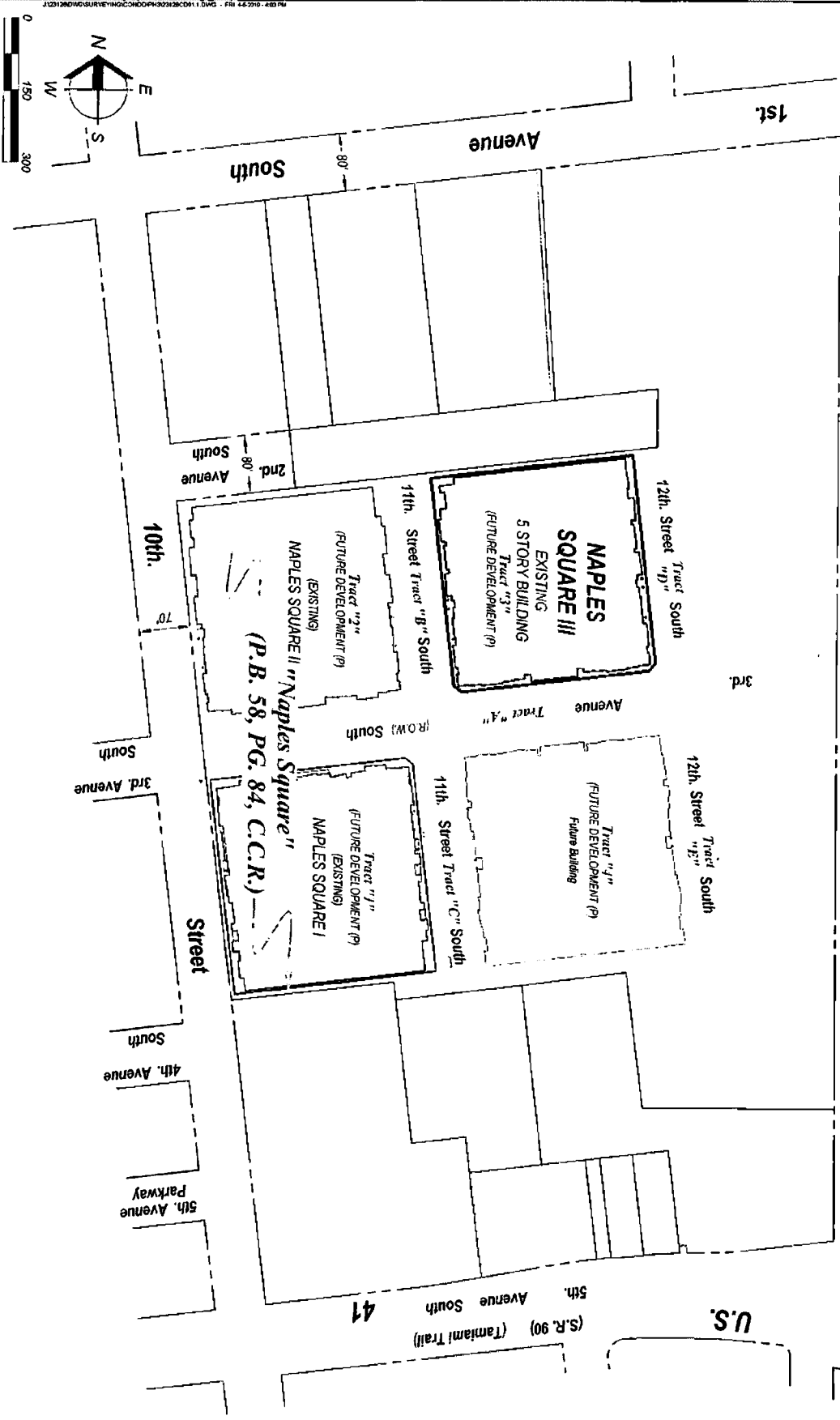
1. THIS CONDOMINIUM IS SUBJECT TO EASEMENTS AND OTHER MATTERS FOUND IN THE DECLARATION OF CONDOMINIUM FOR NAPLES SQUARE III, A CONDOMINIUM.
2. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM FOR NAPLES SQUARE III, A CONDOMINIUM.
3. ALL AREAS NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
4. ALL IMPROVEMENTS SHOWN ARE EXISTING, UNLESS NOTED AS PROPOSED.

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 W. GREGORY AVE., SUITE 100, P.O. DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 1995 - SURVEYING LB-6900

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.
Section 3
Township 50 South, Range 25 East

CONDOMINIUM BOOK PAGE

Goodlette-Frank Road
(C.R. 85)

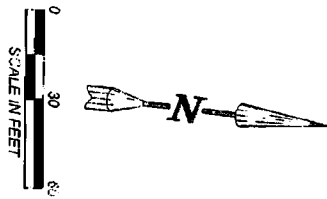


NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 INDEPENDENCE BLVD., SUITE 100, P.O. DRAWER 280,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 • WWW.BARRACO.NET • FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION:
ENGINEERING 7995 • SURVEYING LB-6940

NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.



**PLOT PLAN
AND
BOUNDARY
SURVEY**

**Section 3
Township 50 South,
Range 25 East**

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

**POINT OF
COMMENCEMENT**

CONDOMINIUM BOOK PAGE

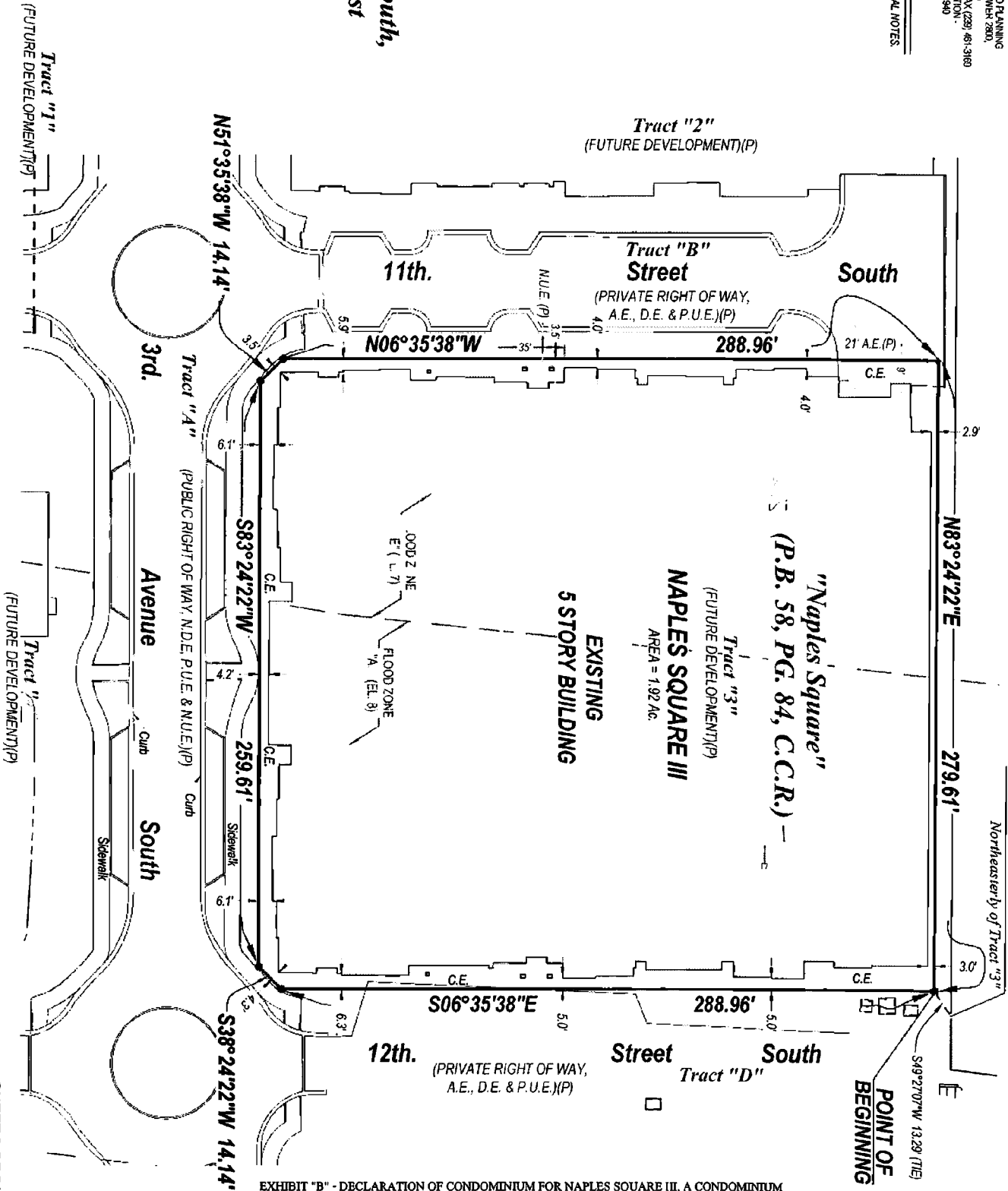


EXHIBIT "B" - DECLARATION OF CONDOMINIUM FOR NAPLES SQUARE III, A CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 280,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-8940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

CONDOMINIUM BOOK PAGE

DESCRIPTION OF CONDOMINIUM:

NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

A tract or parcel of land lying in Tract "3" of the record plat "NAPLES SQUARE", as recorded in Plat Book 58, Page 84, of the Public Records of Collier County, lying in Section 3, Township 50 South, Range 25 East, City of Naples, Collier County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeasterly corner of said Tract "3" run S49°27'07" W for 13.29 feet to the POINT OF BEGINNING.
From said Point of Beginning run S06°35'38" E for 288.96 feet; thence run S38°24'22" W for 14.14 feet; thence run S83°24'22" W for 259.61 feet; thence run N51°35'38" W for 14.14 feet; thence run N06°35'38" W for 288.96 feet; thence run N83°24'22" E for 279.61 feet to the POINT OF BEGINNING.
Containing 1.92 acres, more or less.

Bearings hereinabove mentioned are based on the East line Tract "3" of said record plat to bear N06°35'38" W.

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SCOTT A. WHEELER, P.E.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 W. GREGORY BLVD., SUITE 100, FORT MYERS, FLORIDA 33902-2890
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3189
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING 134990

**UNIT 1 NOT INCLUDED
IN UNIT COUNTS**

**UNIT COUNT THIS FLOOR = 6
TOTAL UNITS = 77**

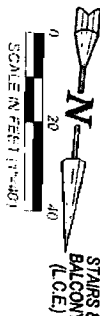
NOTE:
PARKING SPACES ARE TO
BE DESIGNATED
WITH THE PREFIX "P-".

EXAMPLE:
(48) = "P-48"

NOTE:
STORAGE LOCKERS ARE
TO BE DESIGNATED
WITH THE PREFIX "S-".

EXAMPLE:
(59) = "S-59"

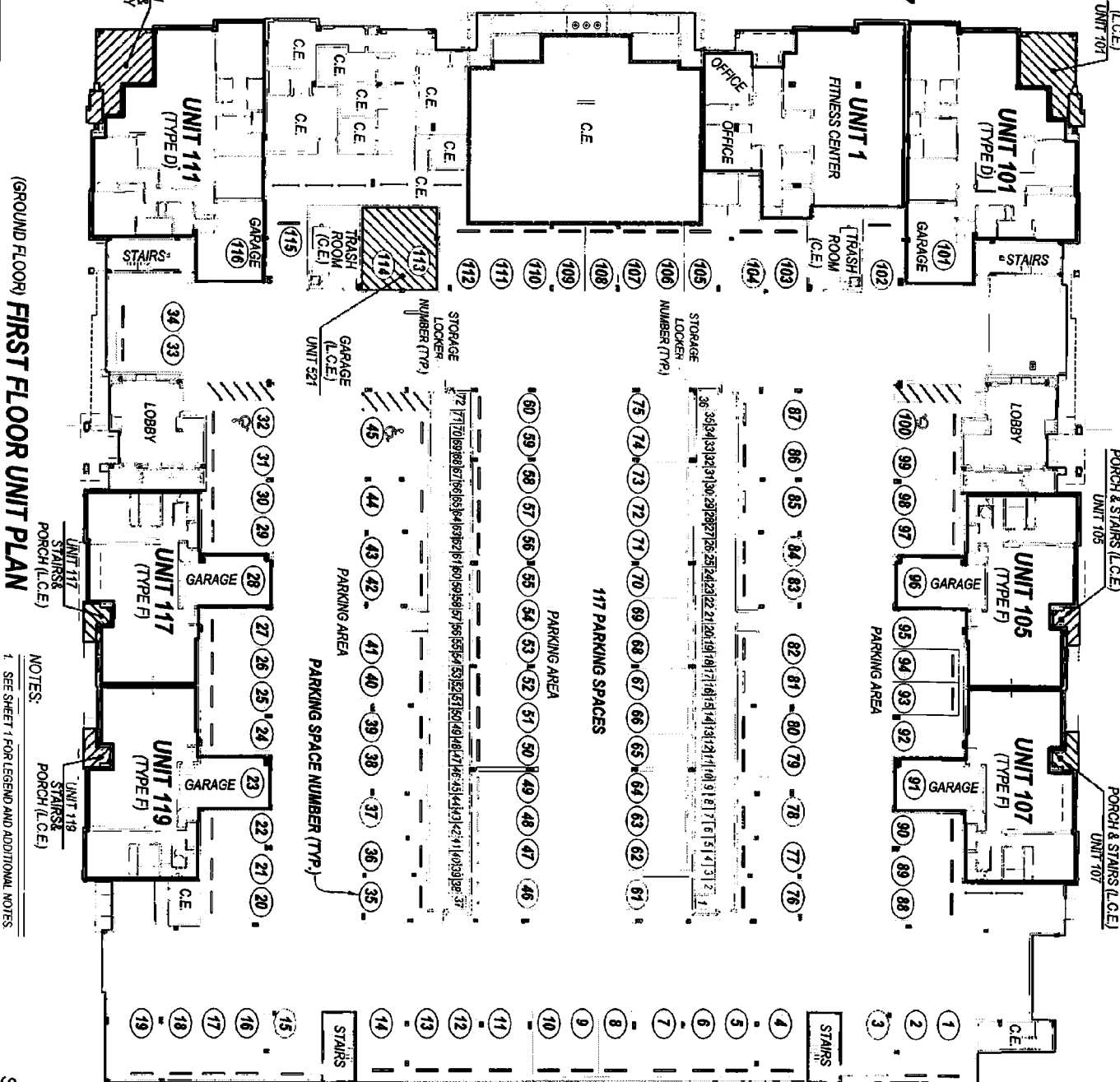
NOTE:
THE PARKING SPACES AND
STORAGE LOCKERS ARE
COMMON ELEMENTS (C.E.)
UNTIL ASSIGNED TO A UNIT
BY THE DEVELOPER, AT
WHICH TIME THEY WILL
BECOME A LIMITED
COMMON ELEMENT (L.C.E.)
OF SUCH UNIT.



NOTE:
UNLESS OTHERWISE NOTED, LOBBIES, STAIRS,
HALLWAYS ARE COMMON ELEMENTS (C.E.).

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

CONDOMINIUM BOOK PAGE



(GROUND FLOOR) **FIRST FLOOR UNIT PLAN**

NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES

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 SCOTT A. WHEELER, P.E.S.M.
Barraco
 and Associates, Inc.
 CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
 2271 HOBBS ROAD, SUITE 200
 FORT MYERS, FLORIDA 33901-2000
 PHONE (239) 461-3170 - WWW.BARRACONET.COM - FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION
 ENGINEERING 7985 - SURVEYING 186940

NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT COUNT THIS FLOOR = 15

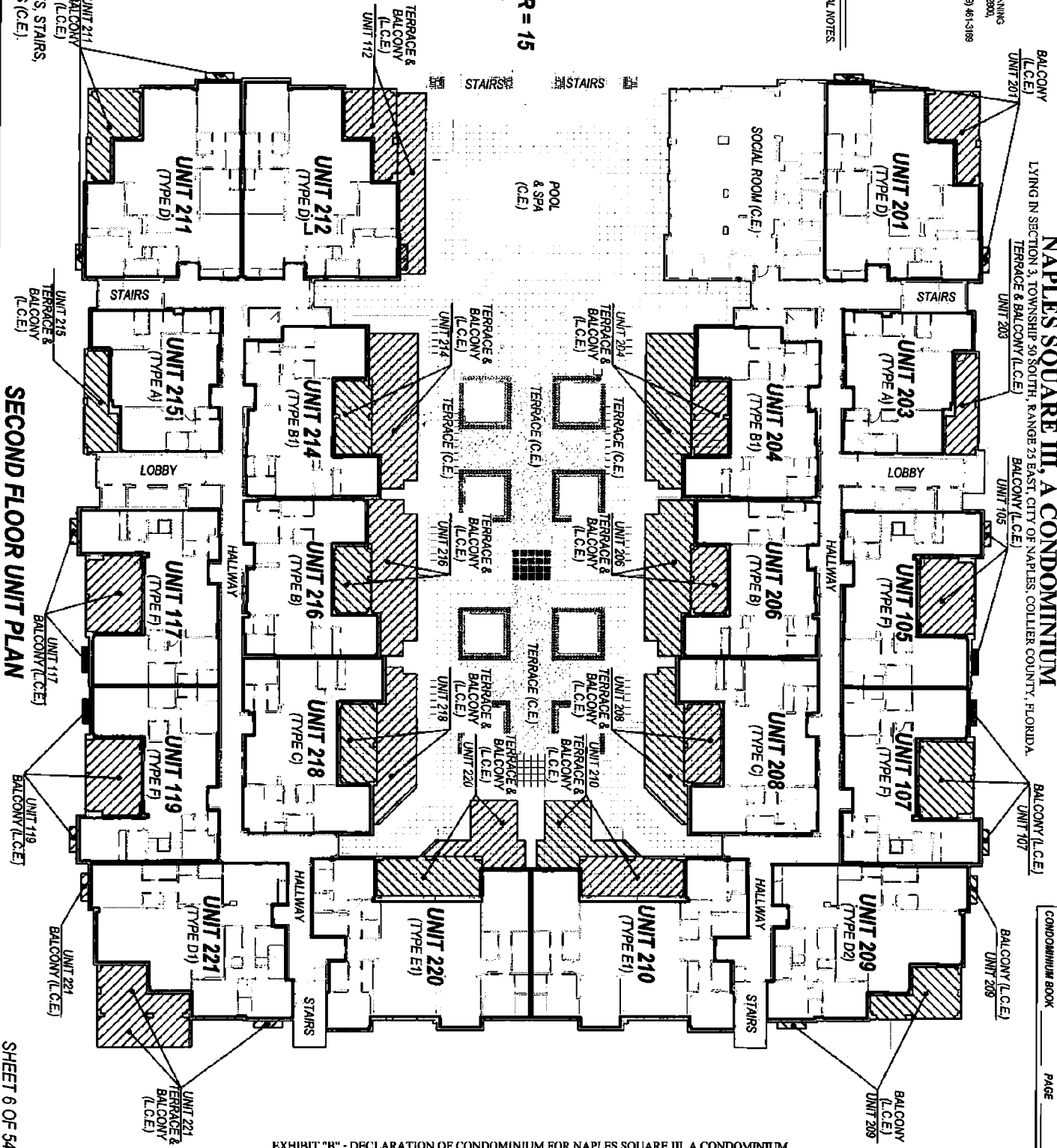
ABOVE DOES NOT INCLUDE
 UNITS 105, 107, 117 & 119
 WHICH WERE INCLUDED IN
 COUNT FOR FIRST FLOOR

J:\211250\DWG\BARRACONET\CONDO\PH10231-262001.DWG TUE 4/4/2018 3:54 PM



0 20 40
 SCALE IN FEET (1"=40')

NOTE:
 UNLESS OTHERWISE NOTED, LOBBIES, STAIRS,
 HALLWAYS ARE COMMON ELEMENTS (C.E.).



NAPLES SQUARE III, A CONDOMINIUM

LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

CONDOMINIUM BOOK

PAGE

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 SCOTT A. WHEELER, P.E.
Barraco
 and Associates, Inc.
 CIVIL ENGINEERING, SURVEYING, AND PLANNING
 2771 MAGNOLIA BLVD., SUITE 200
 FORT MYERS, FLORIDA 33907-2800
 PHONE (239) 461-3170 - WWW.BARRACONET.COM
 FLORIDA CERTIFICATE OF AUTHORIZATION
 ENGINEERING 7895 - SURVEYING LB-6940

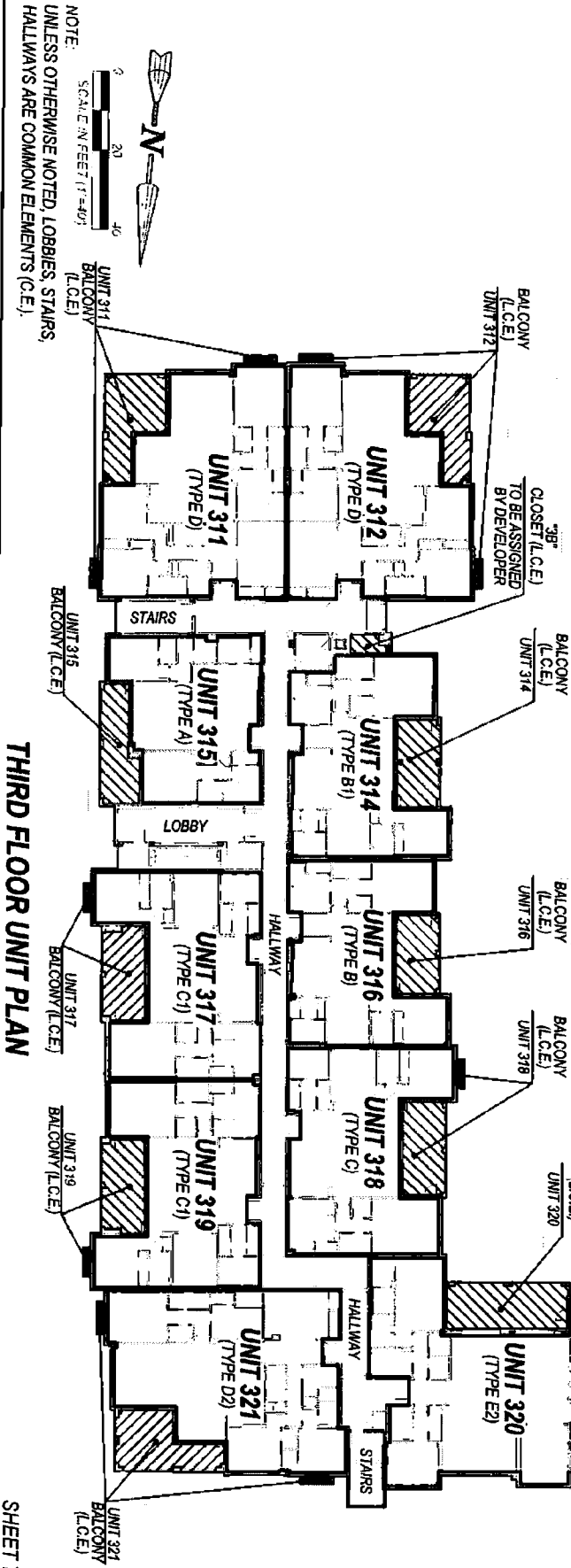
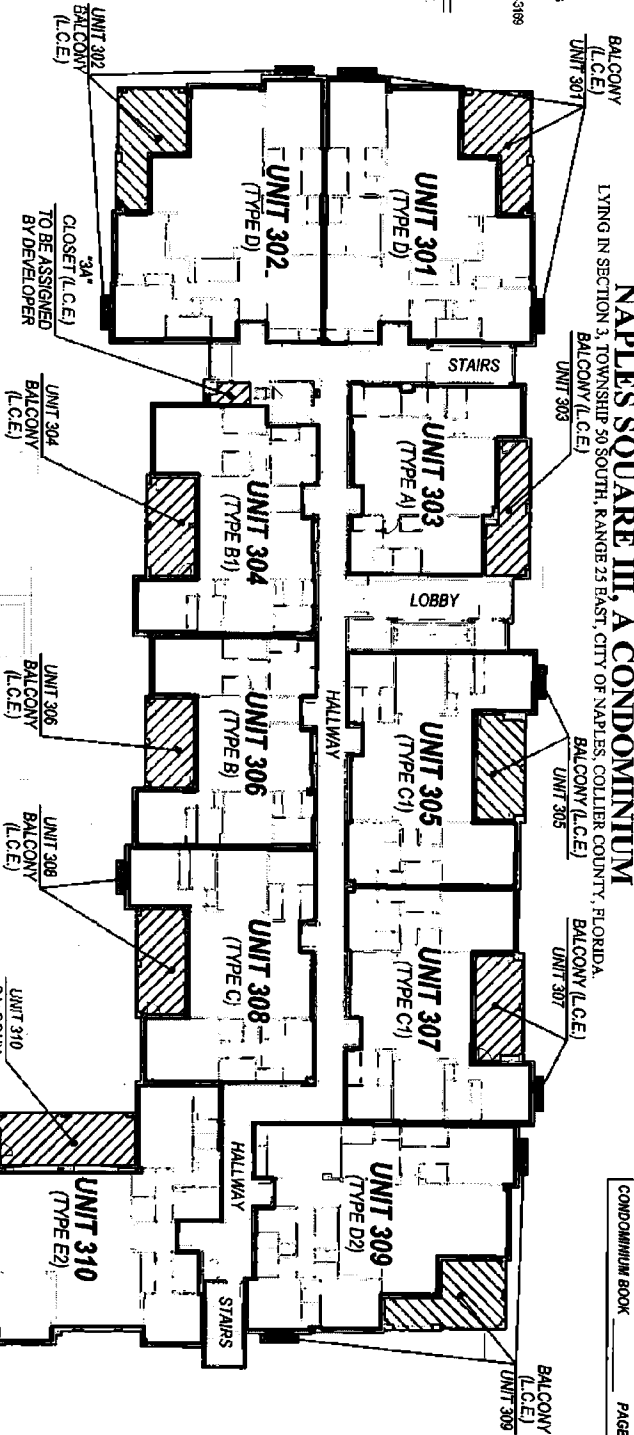
NOTES:
 1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES

NAPLES SQUARE III, A CONDOMINIUM

LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

CONDOMINIUM BOOK PAGE

UNIT COUNT THIS FLOOR = 20



SCALE IN FEET (1"=40')

NOTE:
 UNLESS OTHERWISE NOTED, LOBBIES, STAIRS,
 HALLWAYS ARE COMMON ELEMENTS (C.E.).

THIRD FLOOR UNIT PLAN

SHEET 7 OF 54

THIS INSTRUMENT PREPARED BY:
 SCOTT A. WHEELER, P.E.
Barraco
 CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
 2271 W. GREGORY BLVD., SUITE 100 P.O. DRAWER 2803
 FORT MYERS, FLORIDA 33902-2803
 PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATES OF AUTHORIZATION:
 ENGINEERING 7995 SURVEYING JB-6940

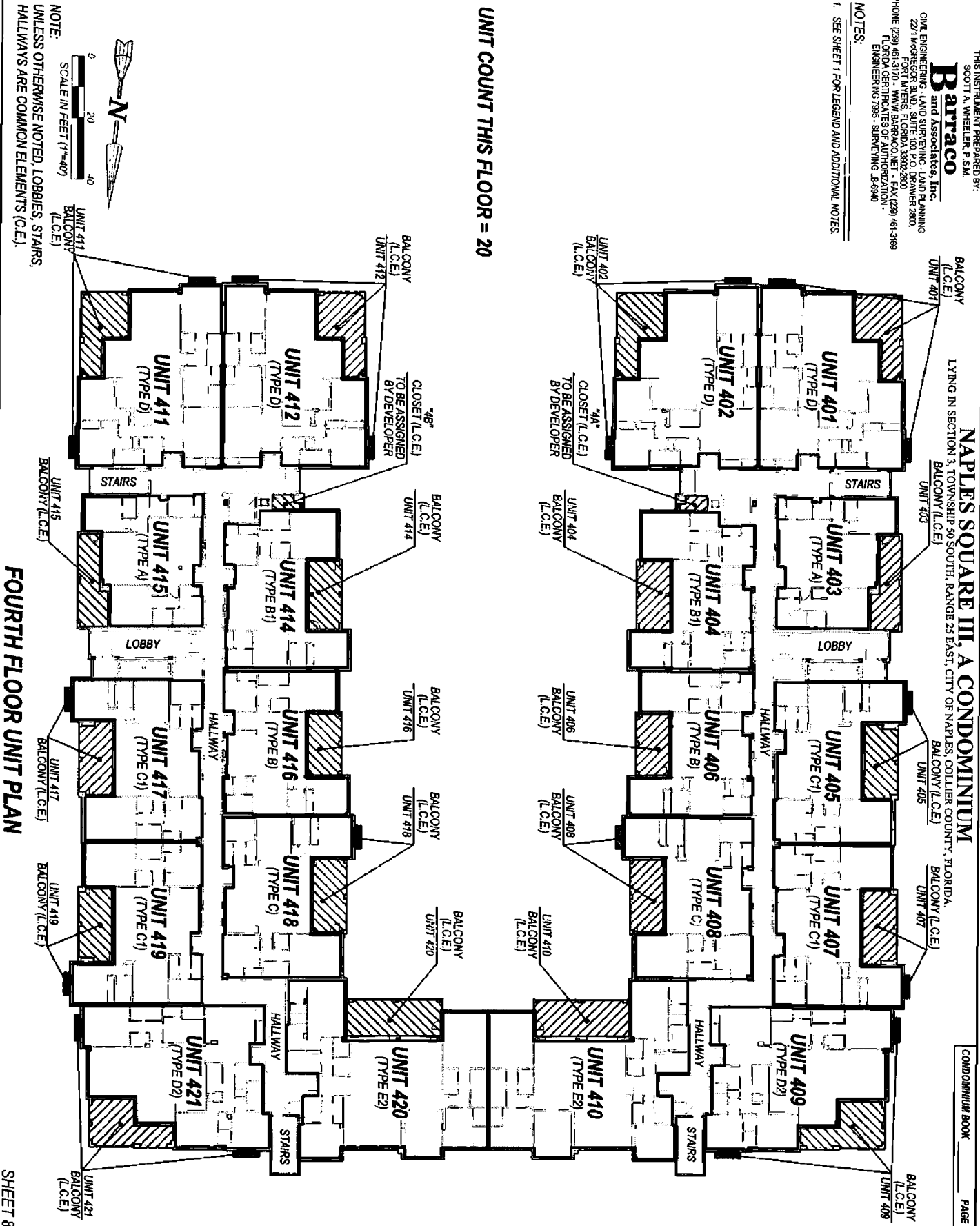
NOTES:
 1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

NAPLES SQUARE III, A CONDOMINIUM

LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

CONDOMINIUM BOOK PAGE

UNIT COUNT THIS FLOOR = 20



THIS INSTRUMENT PREPARED BY:
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and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MAGGEE BLVD., SUITE 100, P.O. DRAWER 280,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 • WWW.BARRACO.NET • FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION:
ENGINEERING 7965 - SURVEYING LB 6940

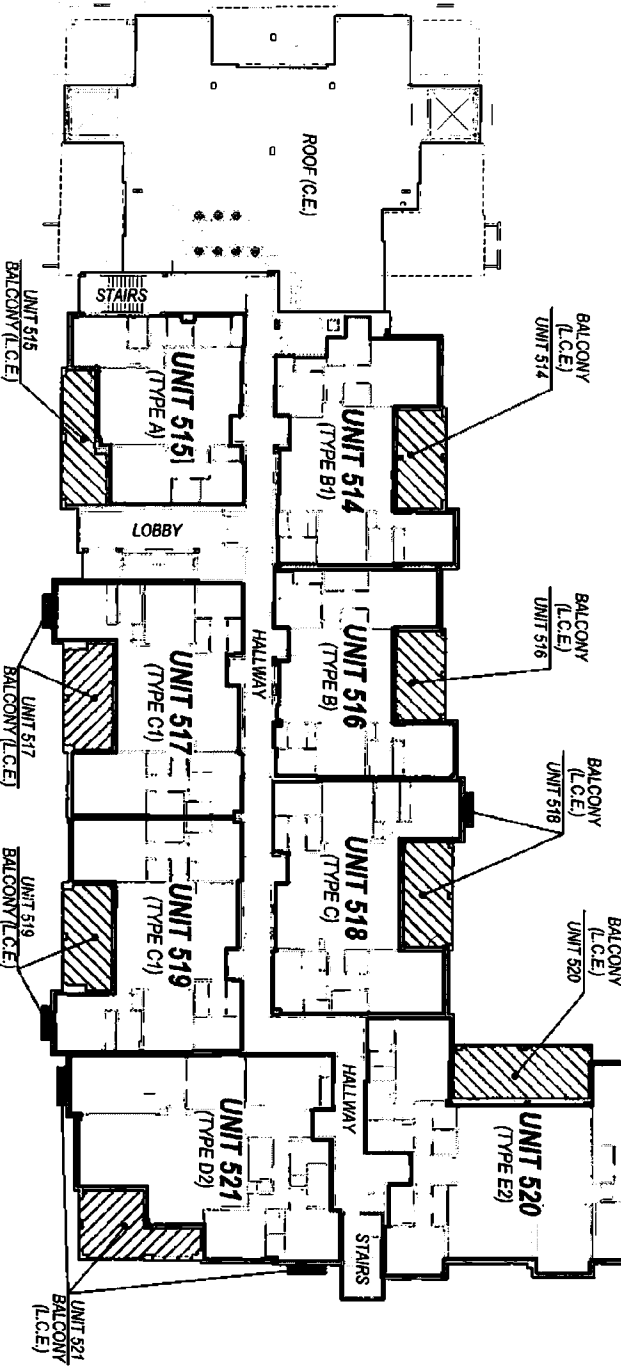
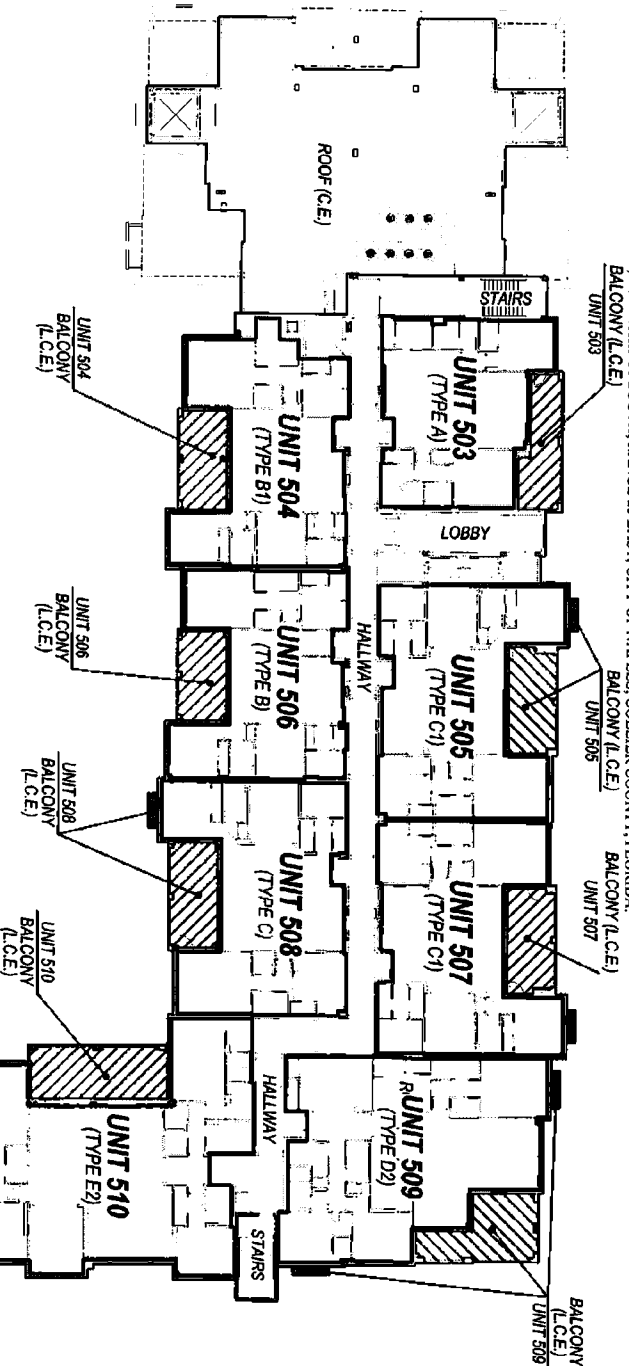
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

NAPLES SQUARE III, A CONDOMINIUM

LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

CONDOMINIUM BOOK PAGE

UNIT COUNT THIS FLOOR = 16



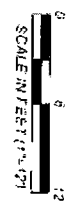
0 20 40
SCALE IN FEET (1"=40')

NOTE:
UNLESS OTHERWISE NOTED, LOBBIES, STAIRS,
HALLWAYS ARE COMMON ELEMENTS (C.E.).

FIFTH FLOOR UNIT PLAN

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E., S.M.
Baraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MICCOSULEE BLVD., SUITE 100, DUNEDIN, FLORIDA 33500
PHONE (239) 461-3170 - WWW.BARACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION -
ENGINEERING 7895 - SURVEYING 185940

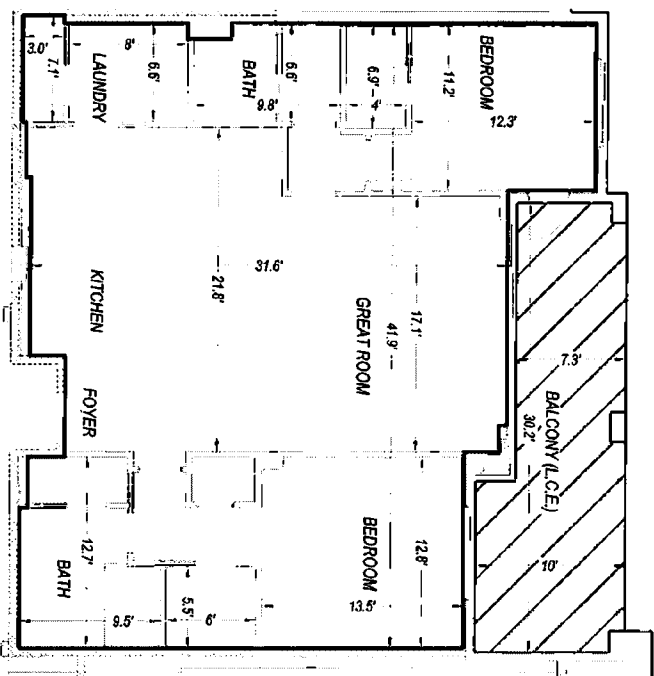
NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



CONDOMINIUM BOOK	PAGE
NOTES:	
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.	

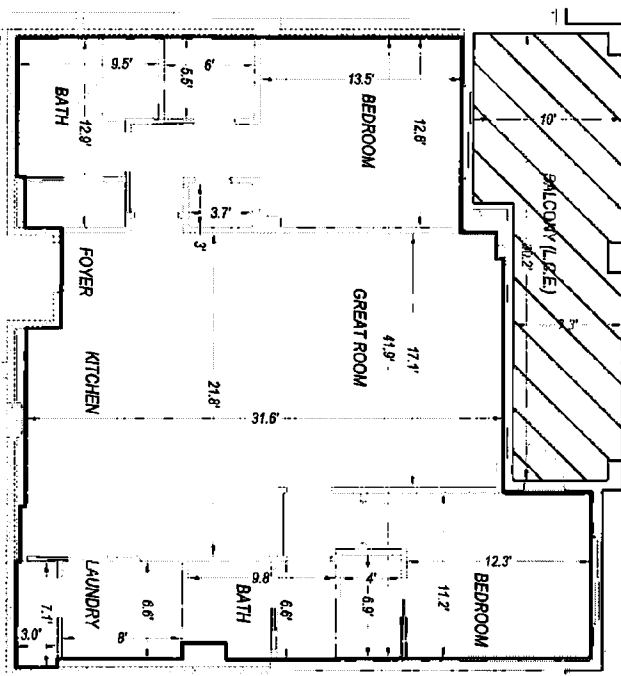
SEE NEXT PAGE FOR ADDITIONAL TYPE A UNITS

UNIT 203



UNIT TYPE A
(LAUNDRY LEFT)

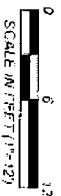
UNIT 215



UNIT TYPE A
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 • WWW.BARRACO.NET • FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION -
ENGINEERING 7565 - SURVEYING LB-6890

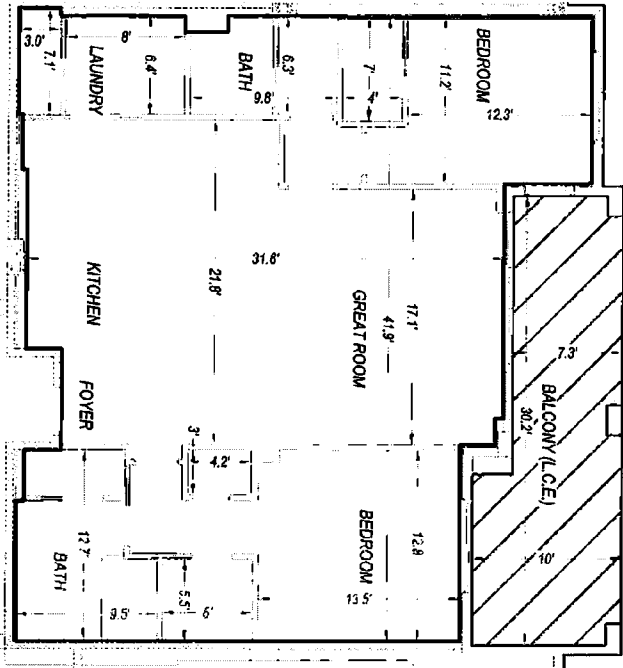
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LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



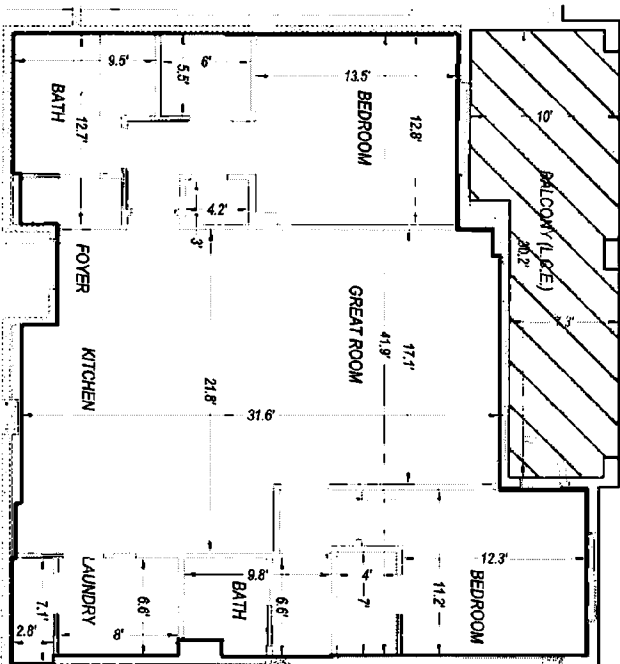
CONDOMINIUM BOOK _____ PAGE _____
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

SEE NEXT PAGE FOR ADDITIONAL TYPE A UNITS

UNIT 303



UNIT 315



UNIT TYPE A
(LAUNDRY LEFT)

UNIT TYPE A
(LAUNDRY RIGHT)

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SCOTT A. WHEELER, P. S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING AND PLANNING
2271 MCKEE BLVD., SUITE 100, DUNEDIN, FLORIDA 33500
PHONE (239) 461-3170 - WWW.BARRACONET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION:
ENGINEERING 7395 - SURVEYING LB-6940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

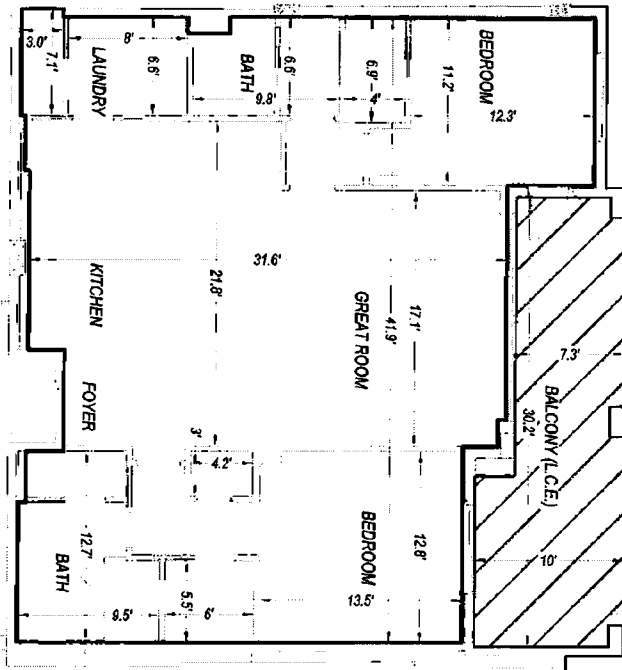


CONDOMINIUM BOOK	PAGE

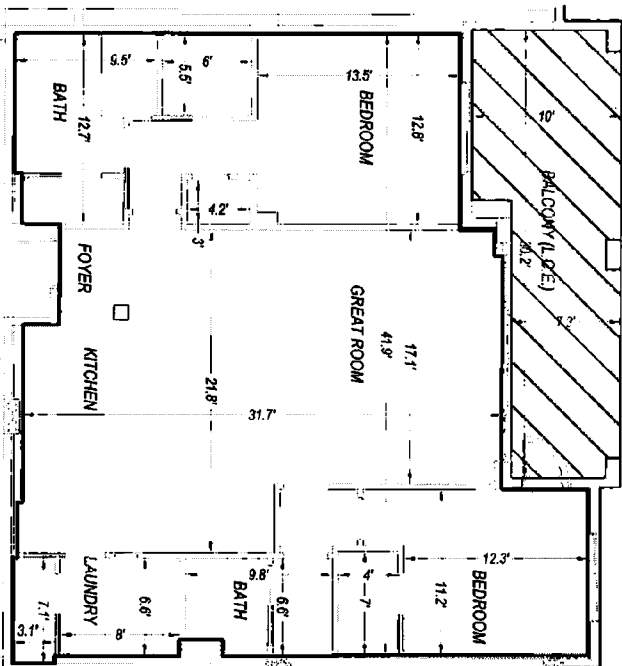
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

SEE NEXT PAGE FOR ADDITIONAL TYPE A UNITS

UNIT 403



UNIT 415



UNIT TYPE A
(LAUNDRY LEFT)

UNIT TYPE A
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E., S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, AND PLANNING
2271 MCNEER BLVD., SUITE 400, DAVENPORT, FLORIDA 33802
PHONE (239) 461-3170 - WWW.BARRACONET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING 18-8940

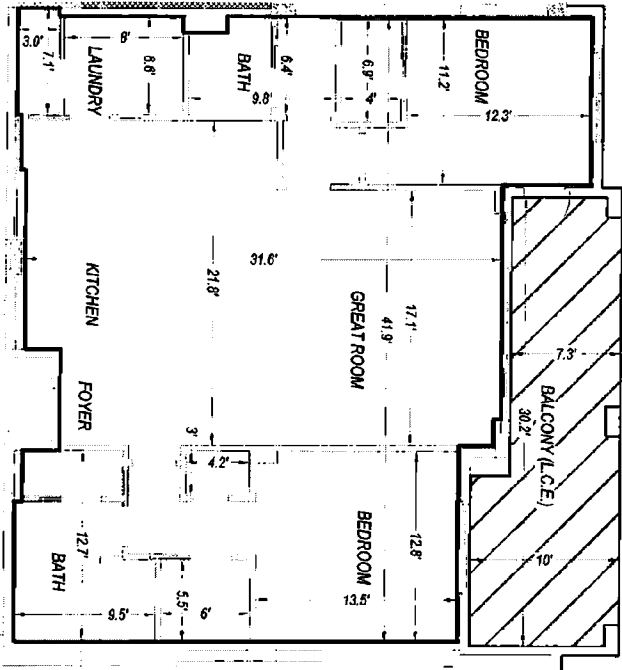
NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



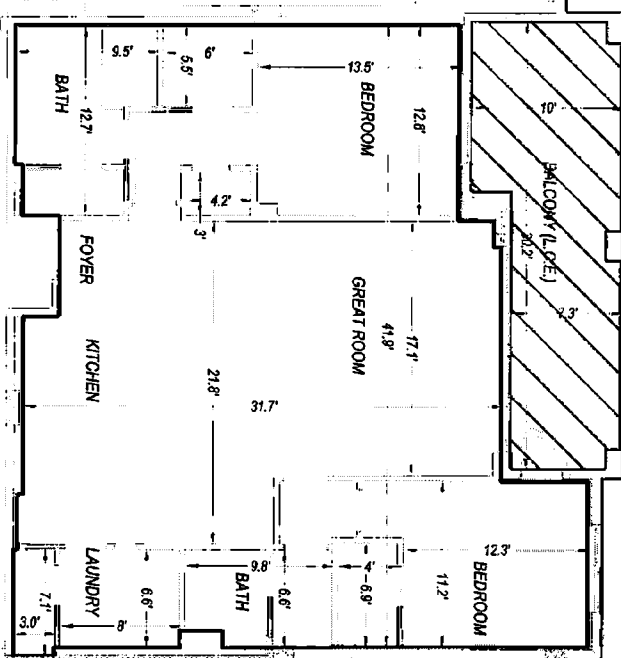
CONDOMINIUM BOOK	PAGE

NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 503



UNIT 515



UNIT TYPE A
(LAUNDRY LEFT)

UNIT TYPE A
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 WOODS BLVD., SUITE 200, FORT MYERS, FLORIDA 33902-2900
PHONE (239) 461-3170 - WWW.BARRACCO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7995 - SURVEYING 18-6940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 15 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



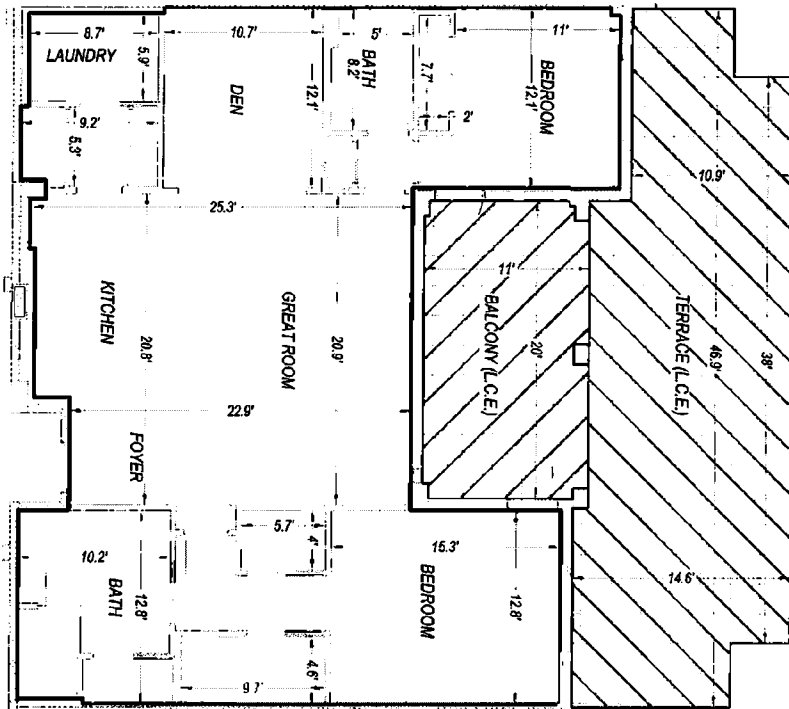
SEE NEXT PAGE FOR ADDITIONAL TYPE B UNITS

CONDOMINIUM BOOK PAGE

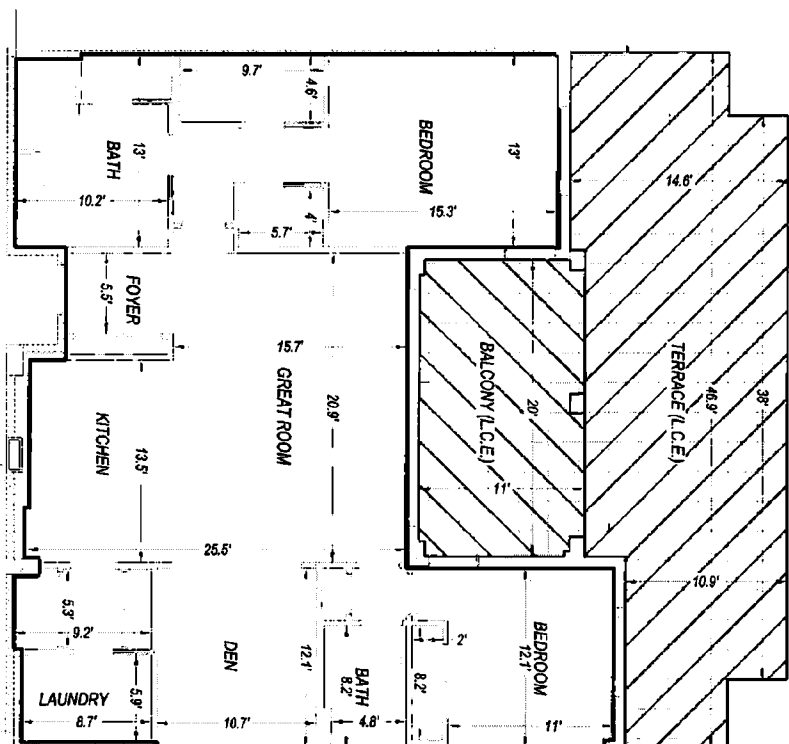
NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 206



UNIT 216



UNIT TYPE B
(LAUNDRY LEFT)

UNIT TYPE B
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 HICKORY BLVD., SUITE 200, FORT LAMER 280,
FORT MYERS, FLORIDA 33909
PHONE (239) 461-3170 - WWW.BARRACCO.NET - FAX (239) 461-3189
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7865 - SURVEYING 184940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



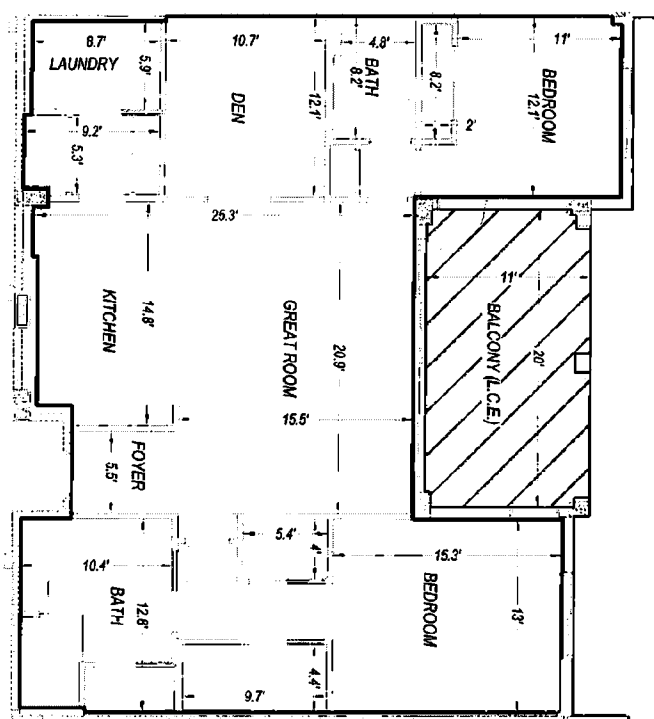
SEE NEXT PAGE FOR ADDITIONAL TYPE B UNITS

CONDOMINIUM BOOK PAGE

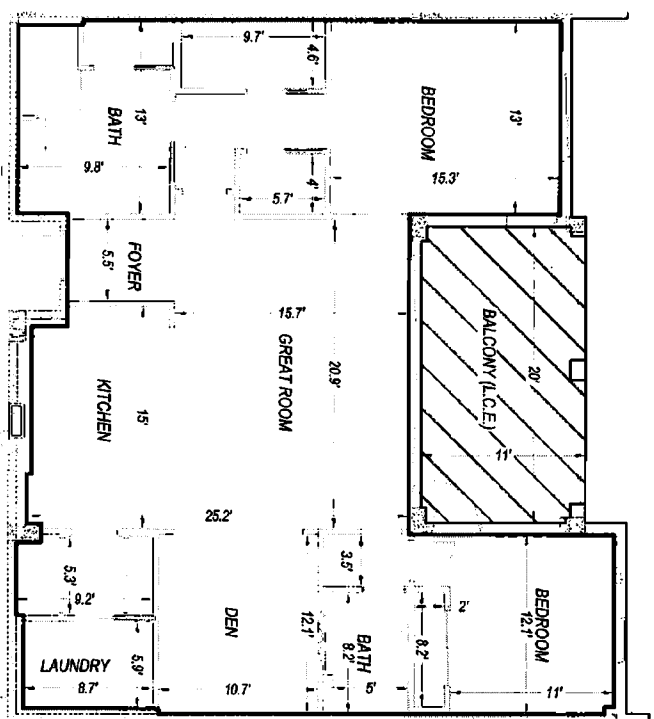
NOTES:

- 1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 306



UNIT 316



THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Baracco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MOSCROFT BLVD., SUITE 100, FORT MYERS, FLORIDA 33902-2900
PHONE (239) 461-3170 - WWW.BARACCO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7995 - SURVEYING 18-8940

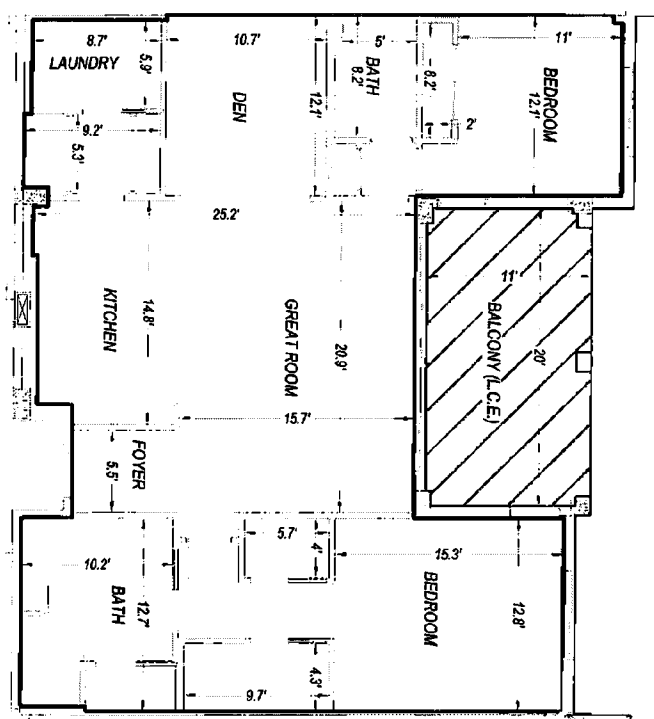
NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



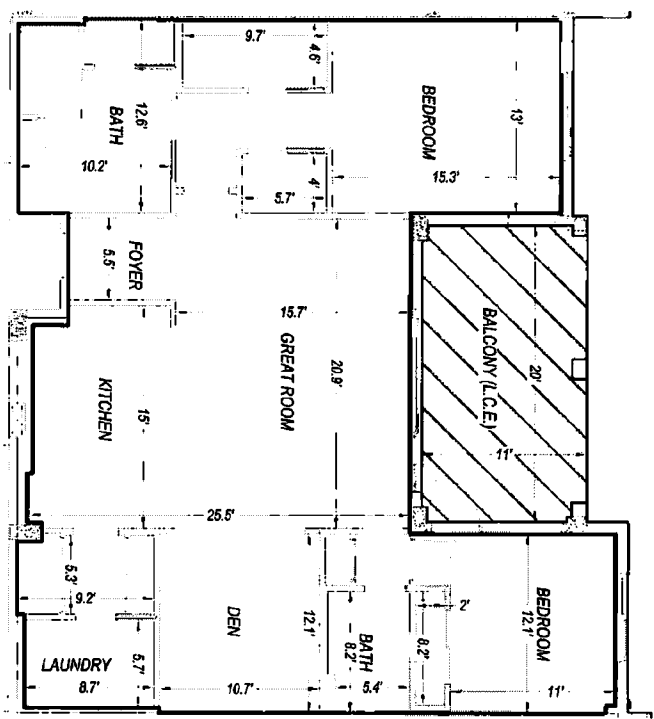
SEE NEXT PAGE FOR ADDITIONAL TYPE B UNITS

CONDOMINIUM BOOK	PAGE
NOTES:	
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.	

UNIT 406

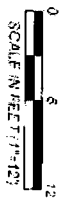


UNIT 416



THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING AND PLANNING
227 MCNEER BLVD., SUITE 100, DUNEDIN, FLORIDA 33500
PHONE (239) 461-3170 - WWW.BARRACONET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION:
ENGINEERING 7996 - SURVEYING 184940

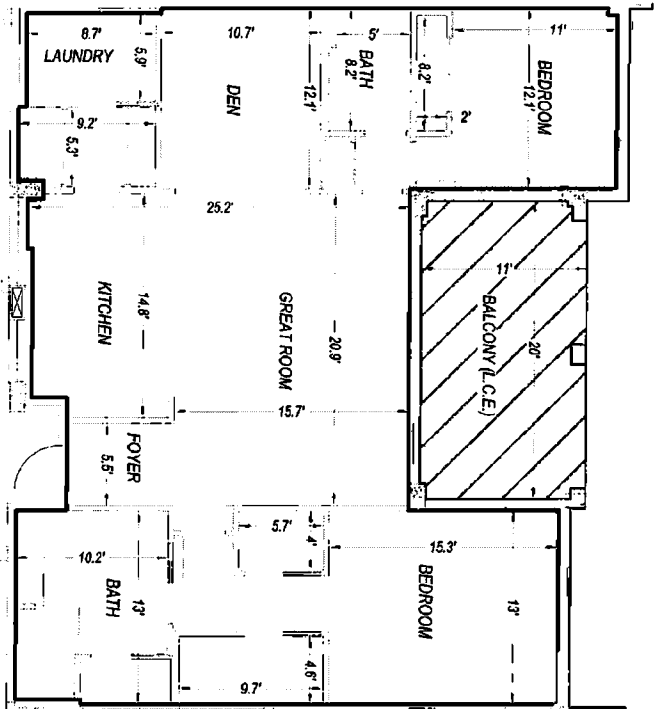
NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



CONDOMINIUM BOOK	PAGE

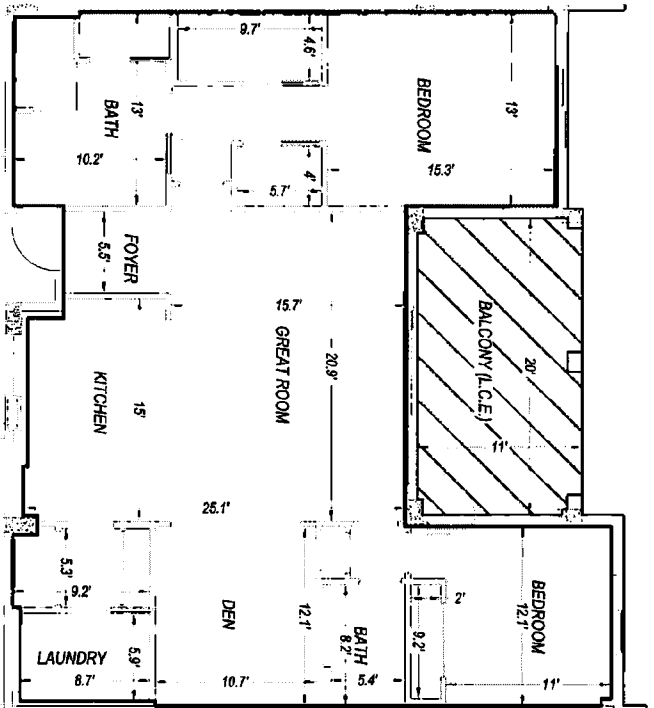
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 506



UNIT TYPE B
(LAUNDRY LEFT)

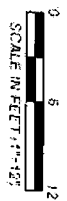
UNIT 516



UNIT TYPE B
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E., S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MAGREGOR BLVD., SUITE 100, P.O. DRAWER 280,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7965 - SURVEYING 18-6990

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

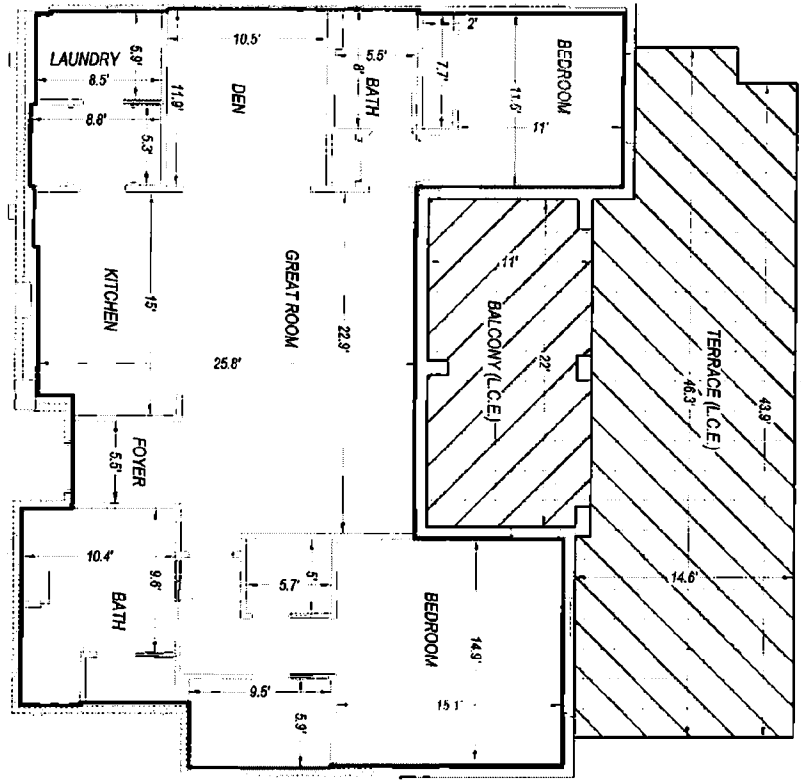


SEE NEXT PAGE FOR ADDITIONAL TYPE B1 UNITS

CONDOMINIUM BOOK PAGE

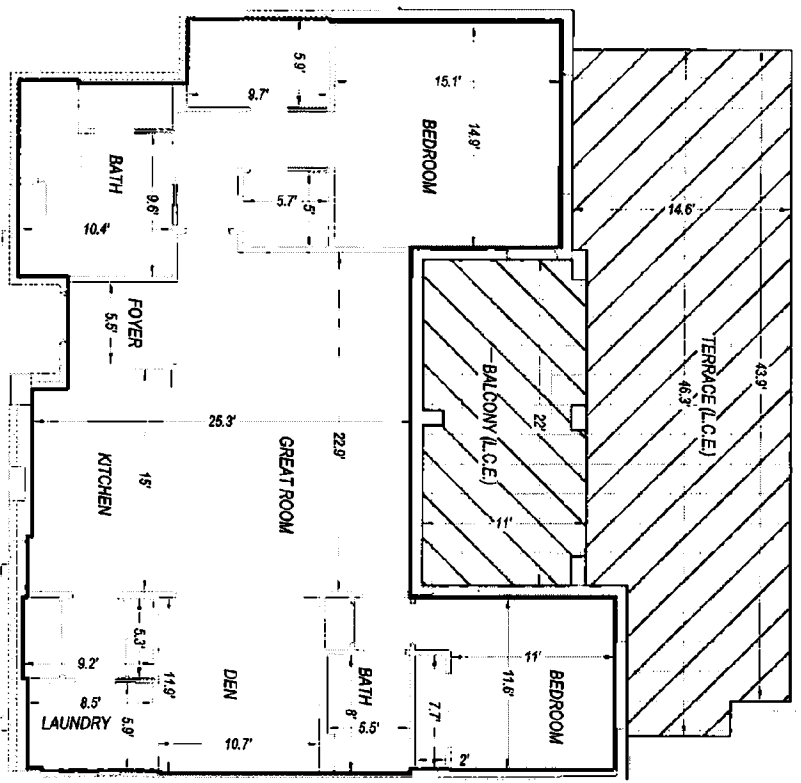
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 204



UNIT TYPE B1
(LAUNDRY LEFT)

UNIT 214



UNIT TYPE B1
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE: (239) 461-3170 - WWW.BARRACONET - FAX (239) 461-3160
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7995 - SURVEYING 134940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



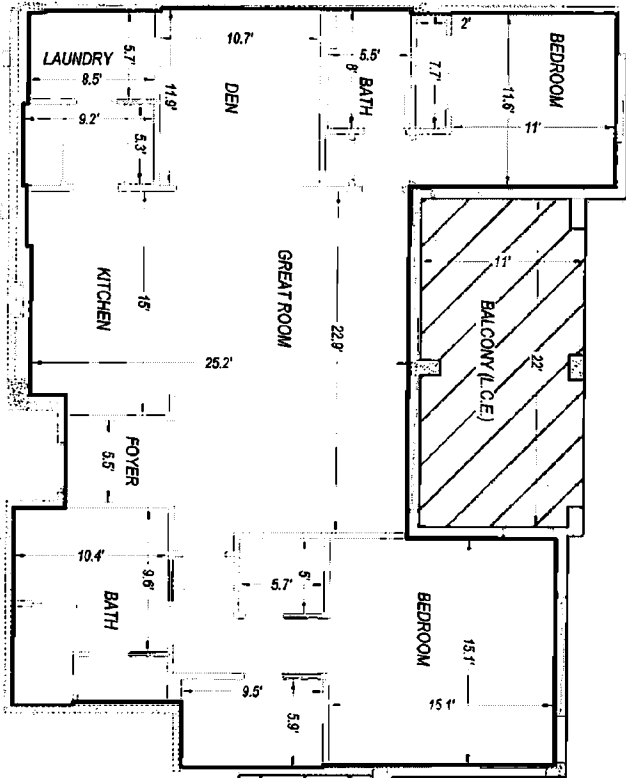
SEE NEXT PAGE FOR ADDITIONAL TYPE B1 UNITS

CONDOMINIUM BOOK PAGE

NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 304



UNIT 314

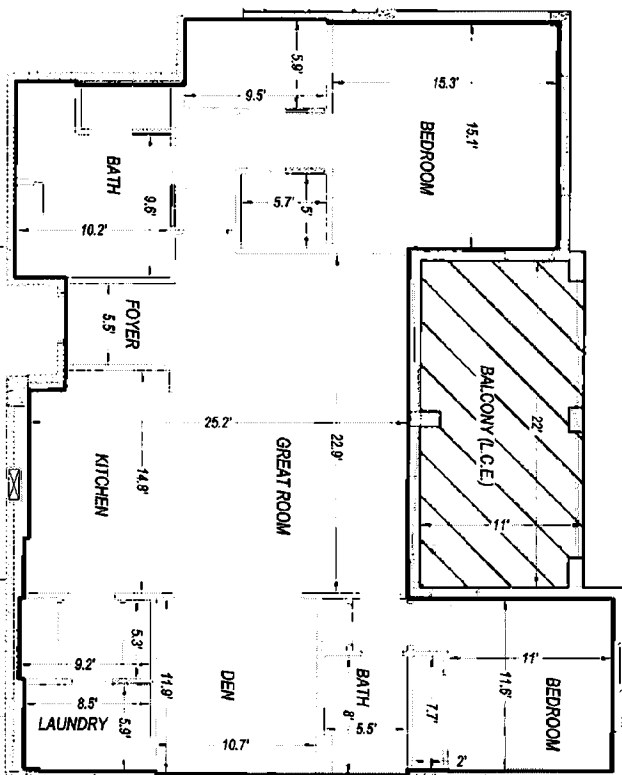
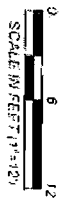


EXHIBIT "B" - DECLARATION OF CONDOMINIUM FOR NAPLES SQUARE III, A CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E., M.
Baracco
and Associates, Inc.
CIVIL ENGINEERING, SURVEYING, LAND PLANNING
2271 MCKINNON BLVD., SUITE 100, DAVENPORT, FLORIDA 33802
PHONE (239) 461-3170 - WWW.BARACCO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING 184940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



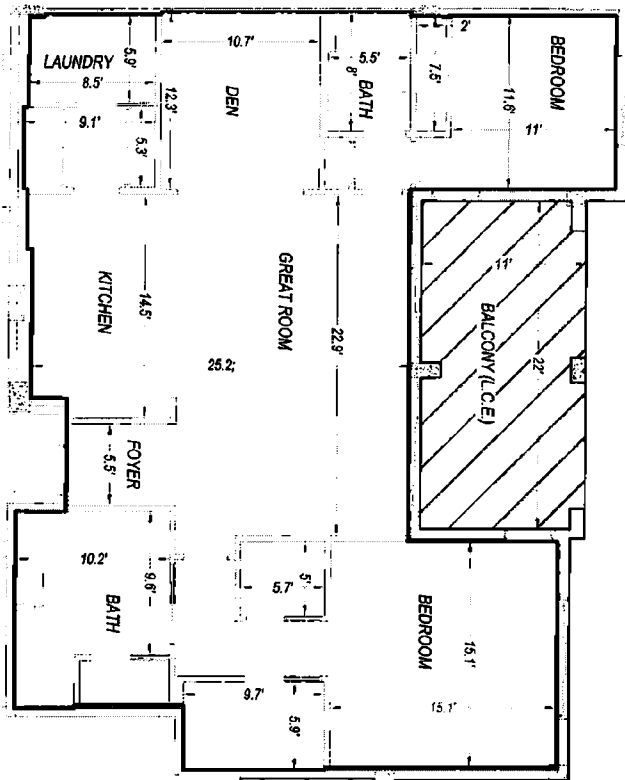
SEE NEXT PAGE FOR ADDITIONAL TYPE B1 UNITS

CONDOMINIUM BOOK PAGE

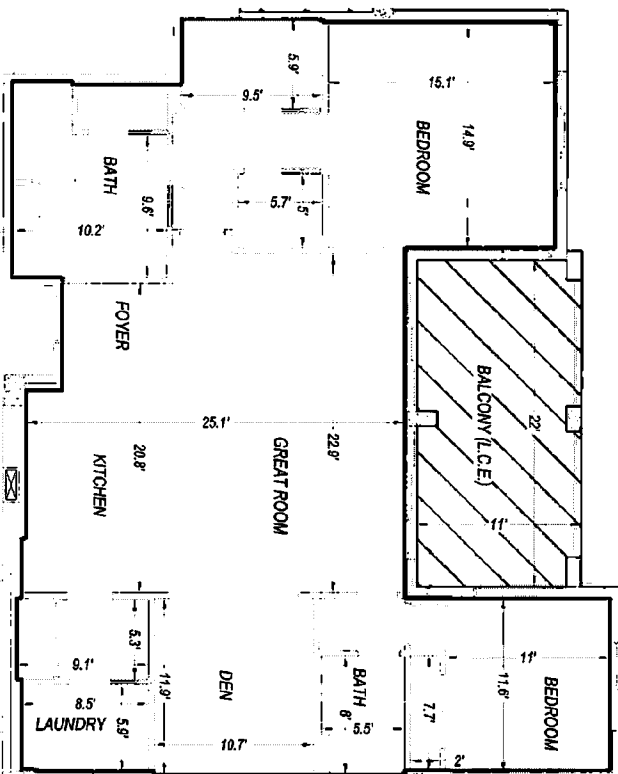
NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 404



UNIT 414



UNIT TYPE B1
(LAUNDRY LEFT)

UNIT TYPE B1
(LAUNDRY RIGHT)

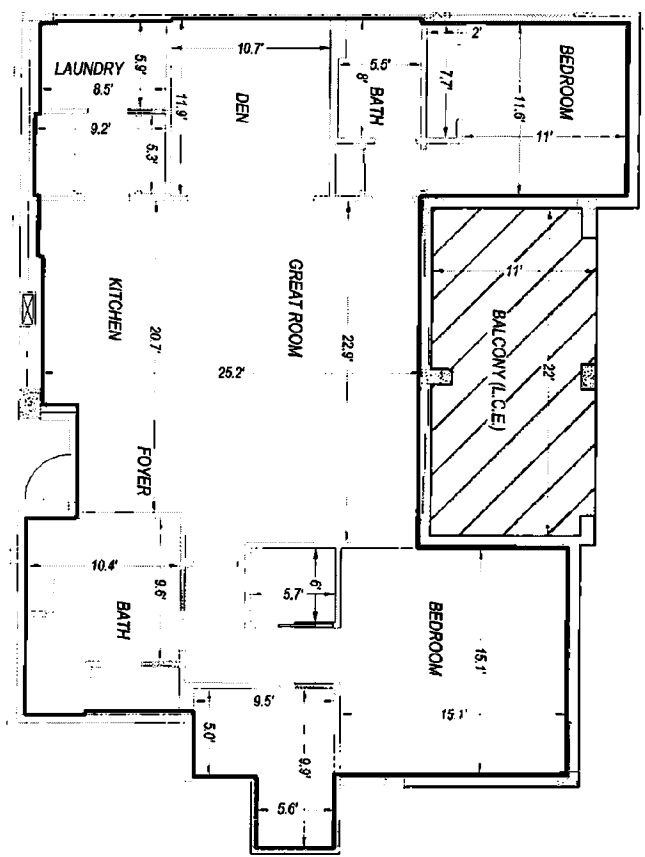
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 MCNEER BLVD., SUITE 100, O.C. DRAWER 2800,
NAPLES, FLORIDA 34109-2800 (TEL) (239) 461-3189
PHONE (239) 461-3170, FAX (239) 461-3189
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING L3 8940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

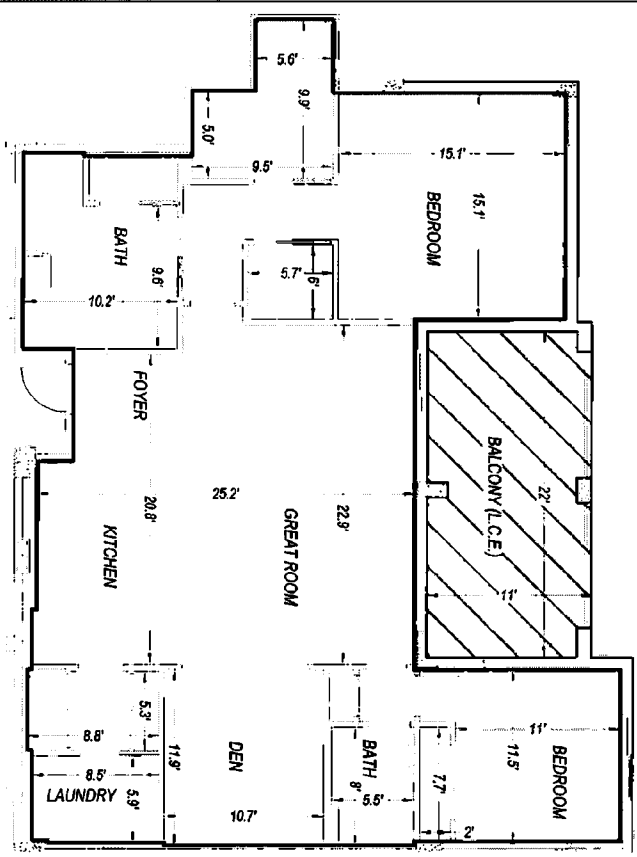


CONDOMINIUM BOOK	PAGE
NOTES:	
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.	

UNIT 504



UNIT 514



UNIT TYPE B1
(LAUNDRY LEFT)

UNIT TYPE B1
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING AND SURVEYING - LAND PLANNING
2271 WINDSOR BLVD., SUITE 200
FORT MYERS, FLORIDA 33902-2900
PHONE (239) 461-3170 - WWW.BARRACONET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7995 - SURVEYING 134940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



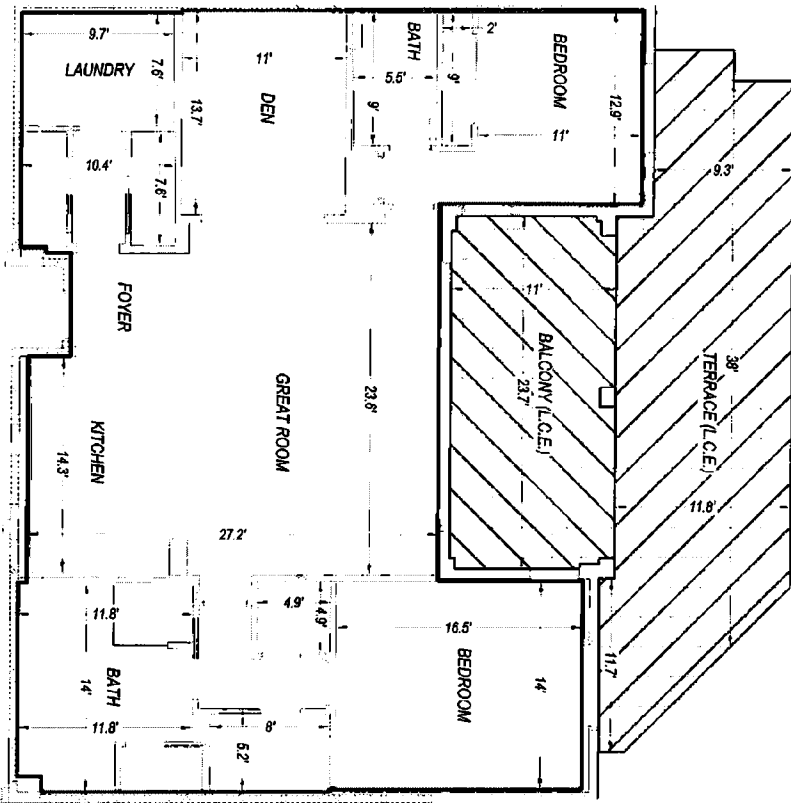
SEE NEXT PAGE FOR ADDITIONAL TYPE C UNITS

CONDOMINIUM BOOK PAGE

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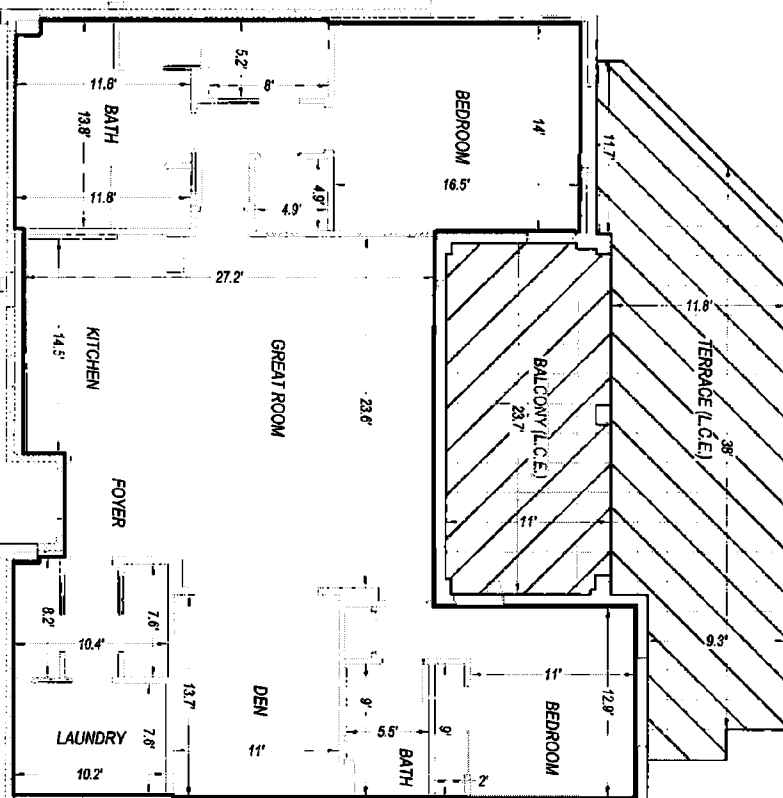
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 218



UNIT TYPE C
(LAUNDRY LEFT)

UNIT 208



UNIT TYPE C
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING AND SURVEYING - LAND PLANNING
2771 WASHINGTON AVENUE, SUITE 100
FORT MYERS, FLORIDA 3660-2800
PHONE (239) 461-3170 - WWW.BARRACONET.NET - FAX (239) 461-3168
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7595 - SURVEYING 18-9940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



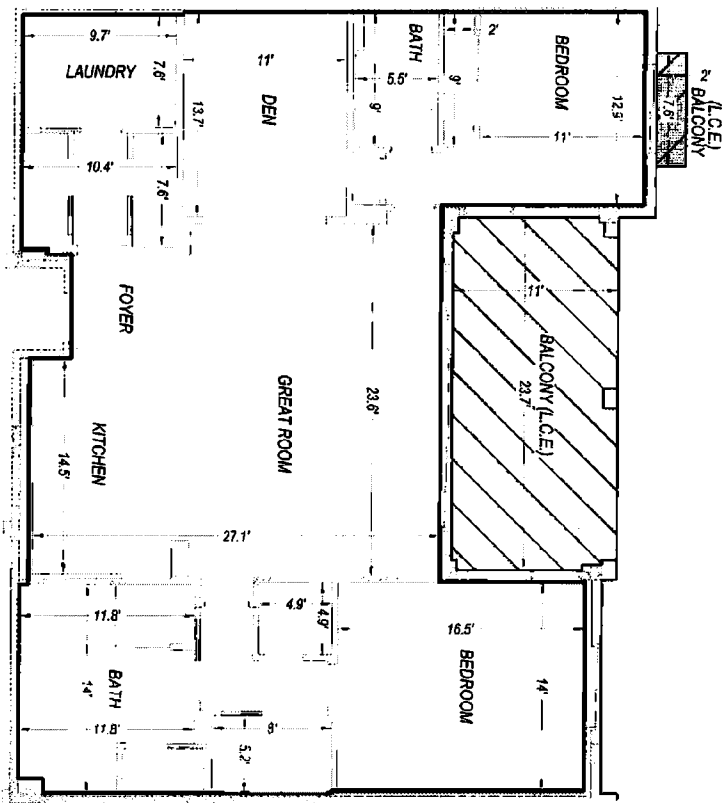
SEE NEXT PAGE FOR ADDITIONAL TYPE C UNITS

CONDOMINIUM BOOK PAGE

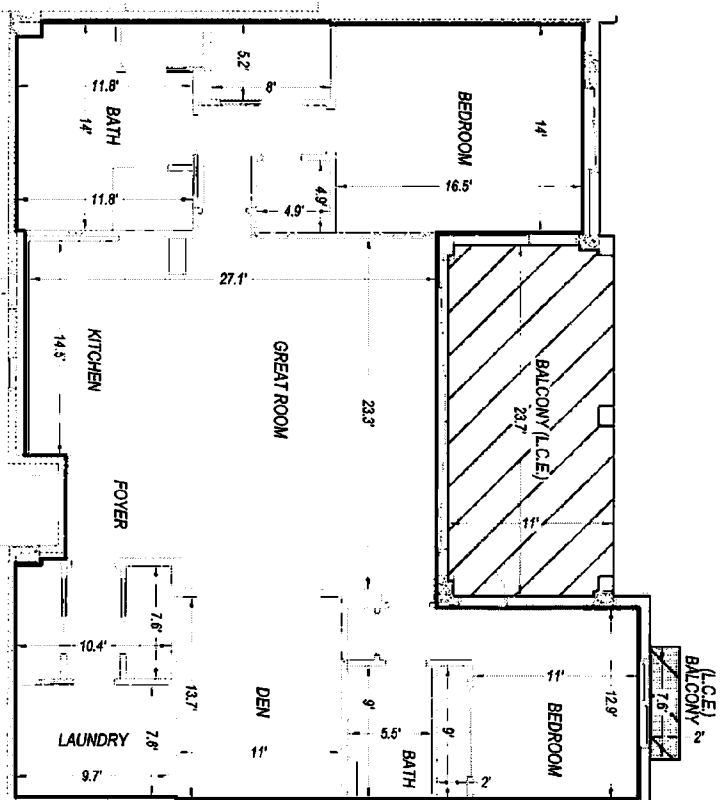
NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 318



UNIT 308



THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING AND SURVEYING - LAND PLANNING
2271 WASHINGTON BLVD. SUITE 100 - FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACOA.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7595 - SURVEYING 15-6940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



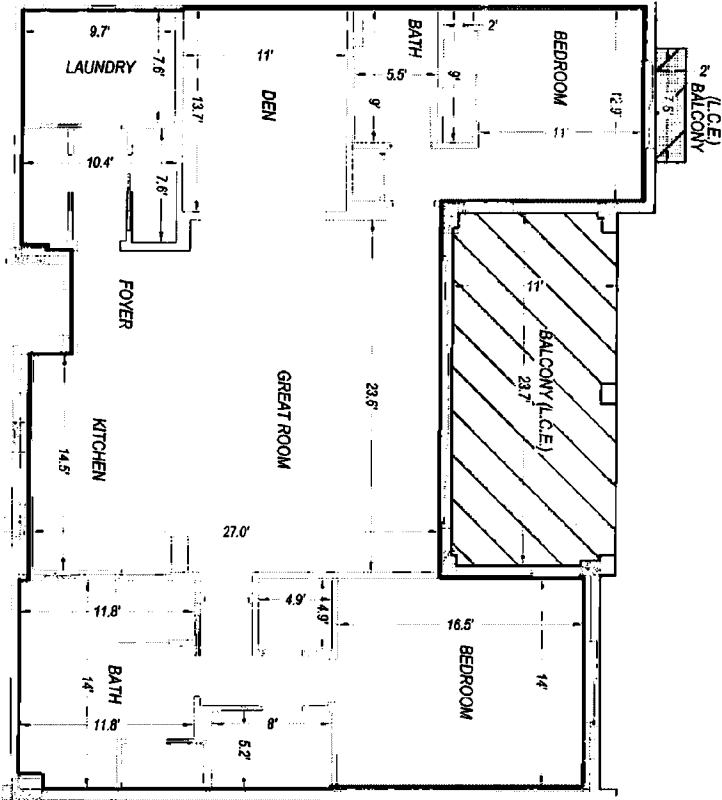
SEE NEXT PAGE FOR ADDITIONAL TYPE C UNITS

CONDOMINIUM BOOK PAGE

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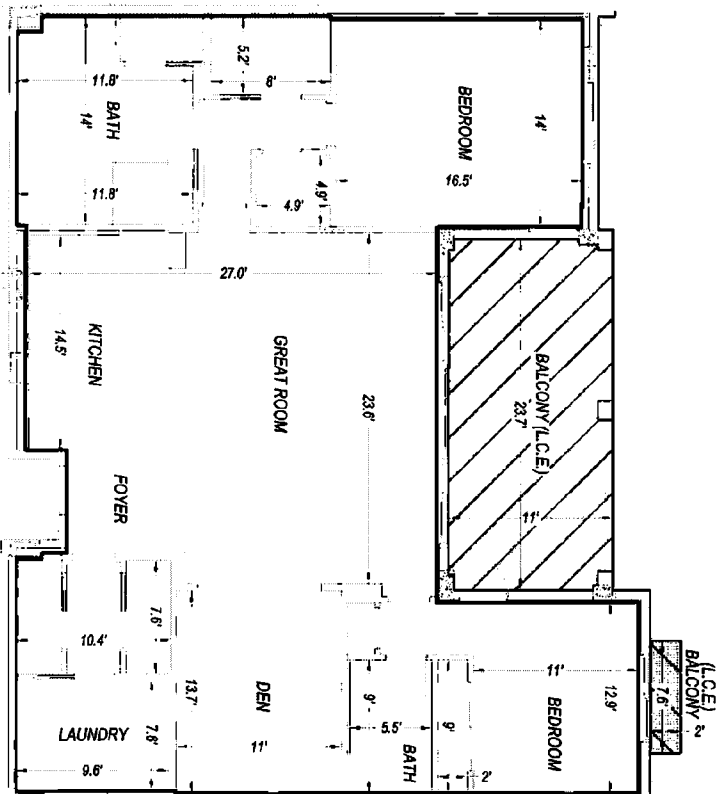
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 418



UNIT TYPE C
(LAUNDRY LEFT)

UNIT 408



UNIT TYPE C
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MAGNOLIA BLVD., SUITE 100, P.O. DRAWER 2801,
FORT MYERS, FLORIDA 33902-2801
PHONE (239) 461-3170 - WWW.BARRACCO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7965 - SURVEYING 1B-894C

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



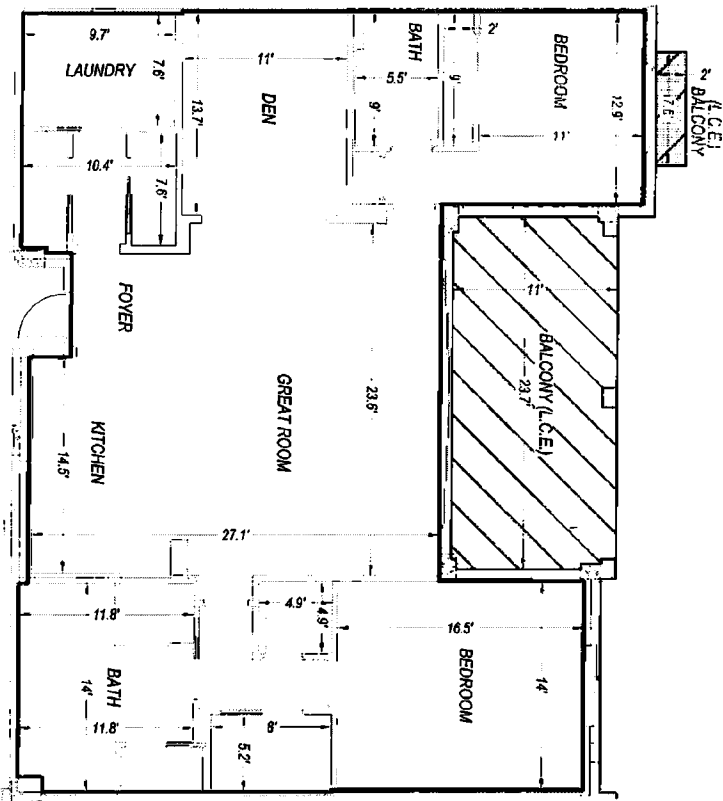
SEE NEXT PAGE FOR ADDITIONAL TYPE C UNITS

CONDOMINIUM BOOK PAGE

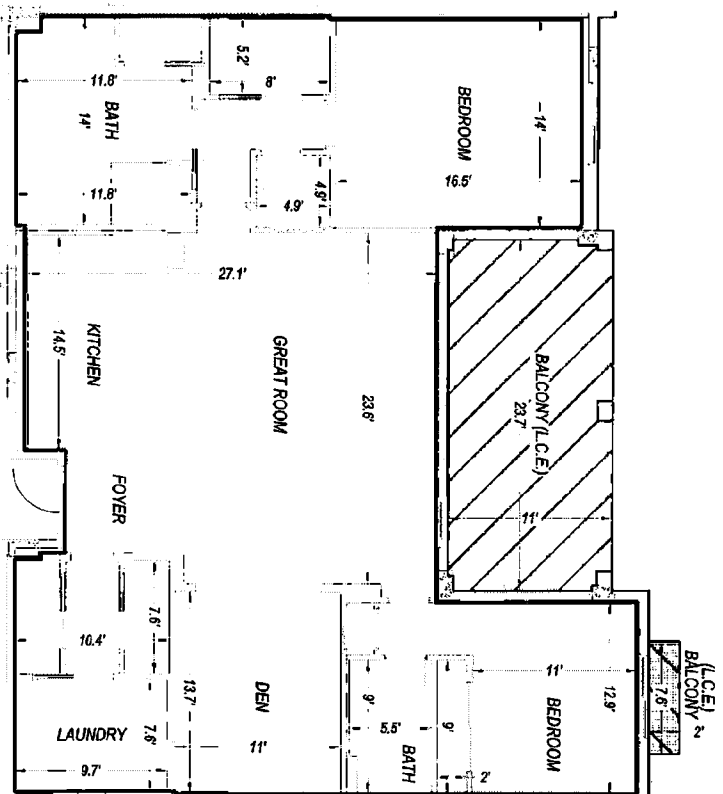
NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 518



UNIT 508



THIS INSTRUMENT PREPARED BY:
Barfaco
 CIVIL ENGINEERING AND SURVEYING, LAND PLANNING
 227 WASHINGTON BLVD., SUITE 100, FORT MYERS, FLORIDA 33902-2800
 PHONE (239) 461-3170 - WWW.BARFACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION -
 ENGINEERING 7895 - SURVEYING 183840

NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

0 6 12
 SCALE IN FEET 1"=12'

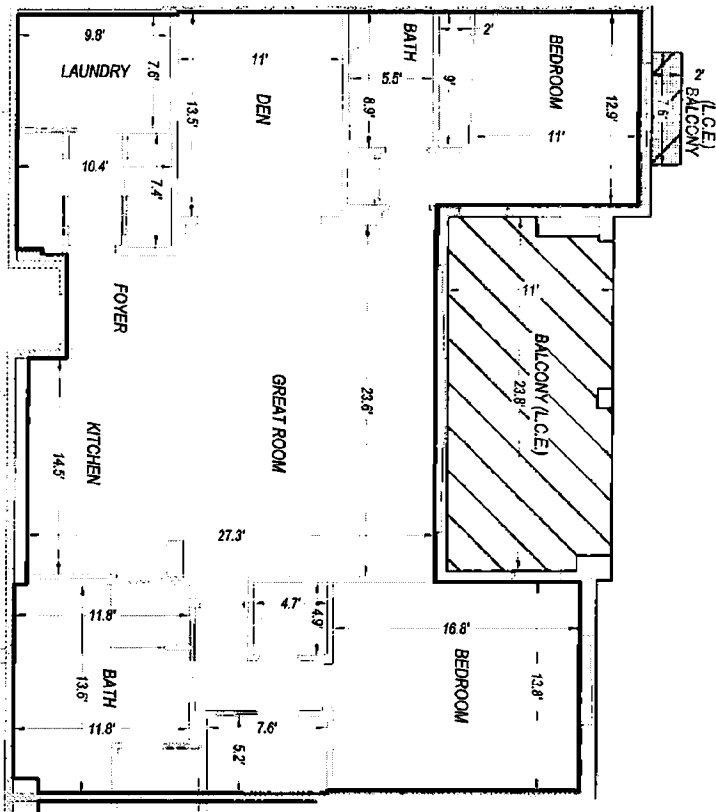
SEE NEXT PAGE FOR ADDITIONAL TYPE C1 UNITS

CONDOMINIUM BOOK PAGE

NOTES:

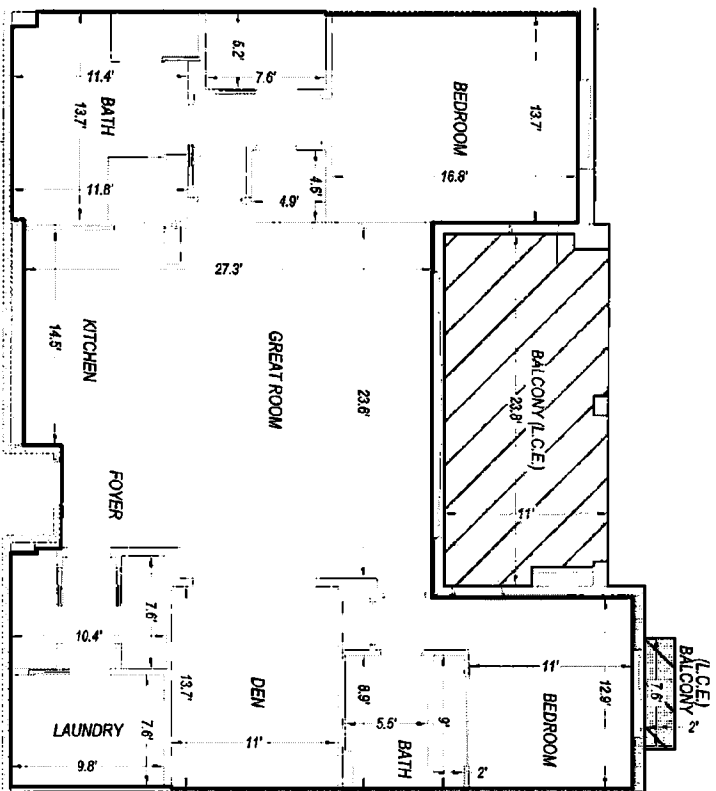
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 305



UNIT TYPE C1
 (LAUNDRY LEFT)

UNIT 307



UNIT TYPE C1
 (LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
AND ASSOCIATES, INC.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 MOSCROFT BLVD., SUITE 200, FORT MYERS, FLORIDA 33901
PHONE (239) 461-3170 - WWW.BARRACCO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION -
ENGINEERING 7895 - SURVEYING 134940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

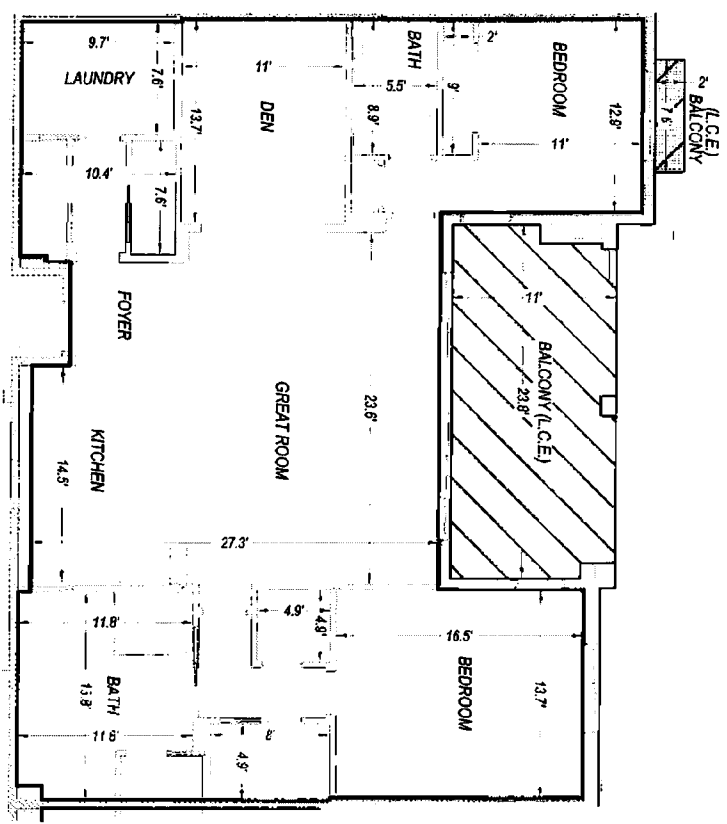


SEE NEXT PAGE FOR ADDITIONAL TYPE C1 UNITS

CONDOMINIUM BOOK PAGE

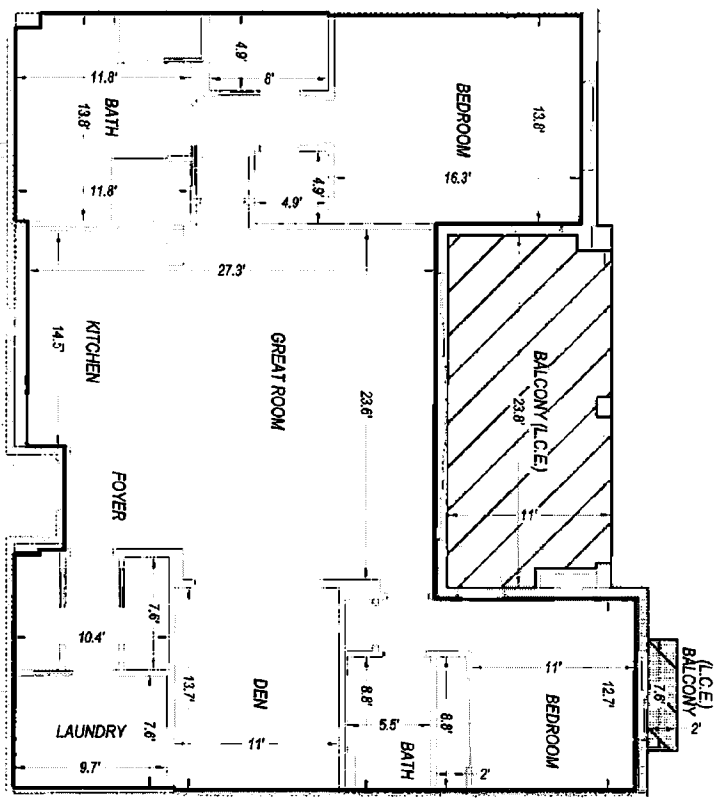
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 319



UNIT TYPE C1
(LAUNDRY LEFT)

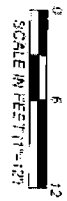
UNIT 317



UNIT TYPE C1
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MOSCOW ROAD, SUITE 200, DUNN SMITH
FORT MYERS, FLORIDA 33909
PHONE (239) 461-3170 - WWW.BARRACCO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION -
ENGINEERING 7986 - SURVEYING 18494C

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

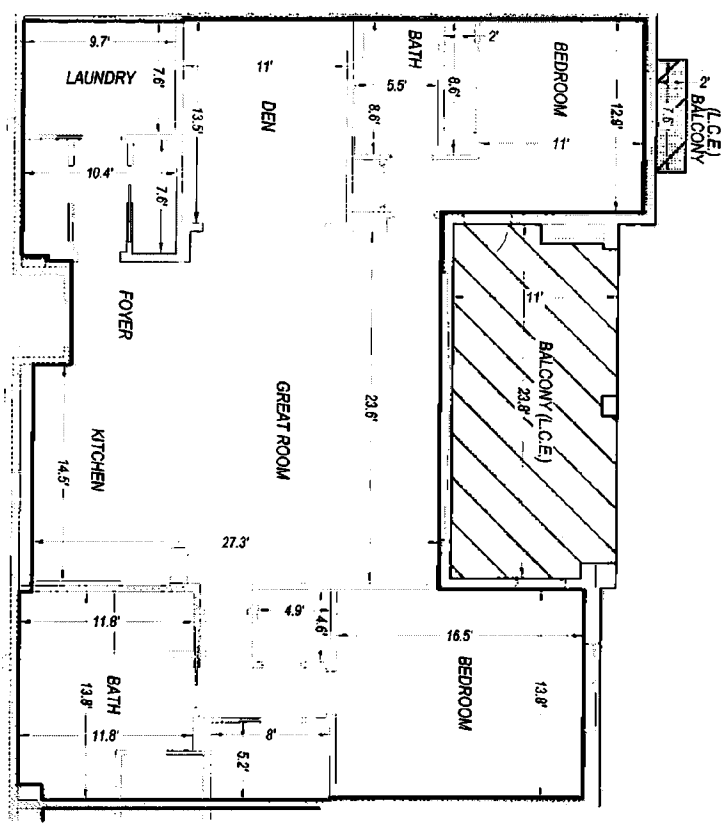


SEE NEXT PAGE FOR ADDITIONAL TYPE C1 UNITS

CONDOMINIUM BOOK	PAGE

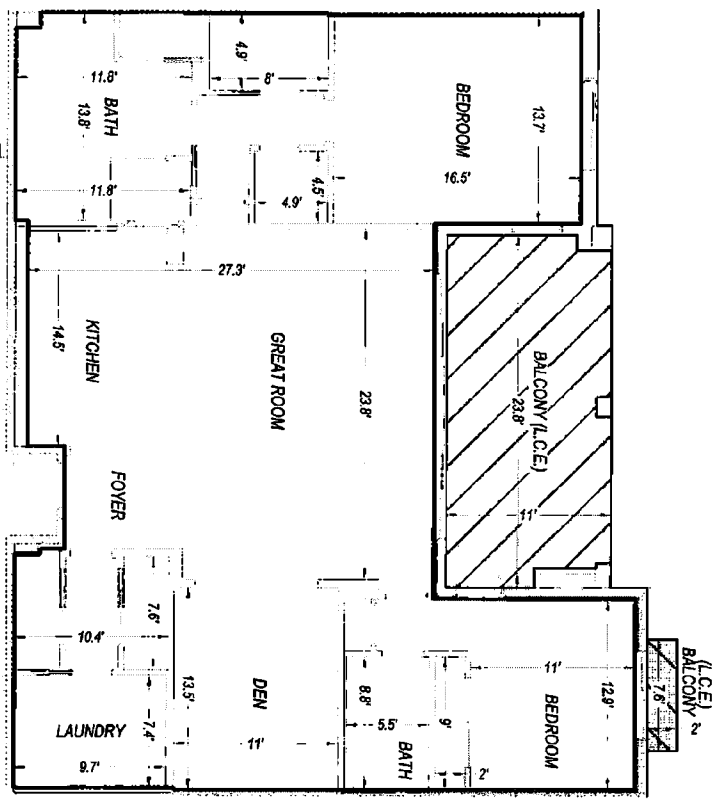
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 405



UNIT TYPE C1
(LAUNDRY LEFT)

UNIT 407



UNIT TYPE C1
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
Barfaco
 and Associates, Inc.
 CIVIL ENGINEERING AND SURVEYING AND PLANNING
 2271 MAGNIFICENT BLVD., SUITE 101, FORT MYERS, FLORIDA 33902-2800
 PHONE (239) 461-3170 - WWW.BARFACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION - ENGINEERING 7895 - SURVEYING LB 9940

NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



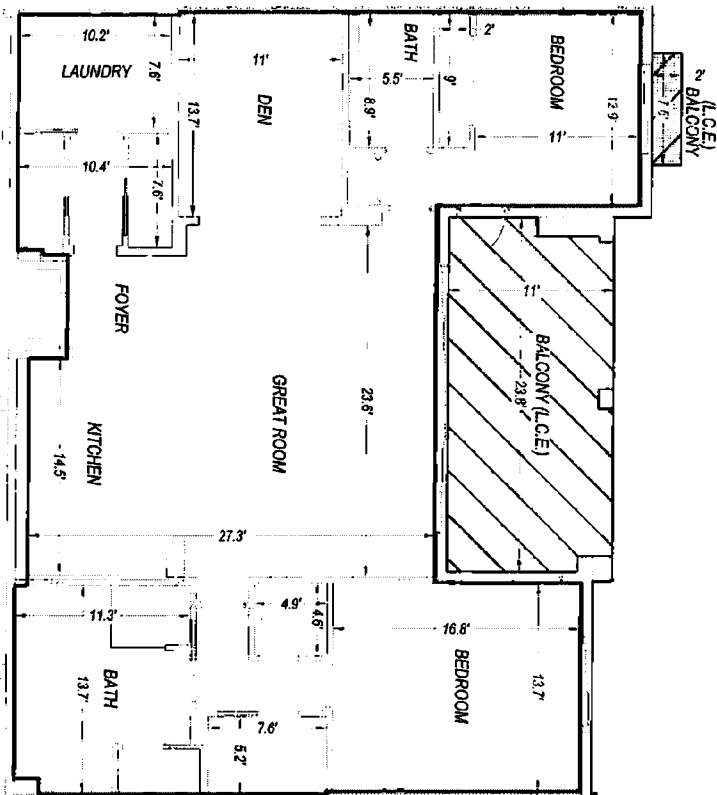
SEE NEXT PAGE FOR ADDITIONAL TYPE C1 UNITS

CONDOMINIUM BOOK PAGE

NOTES:

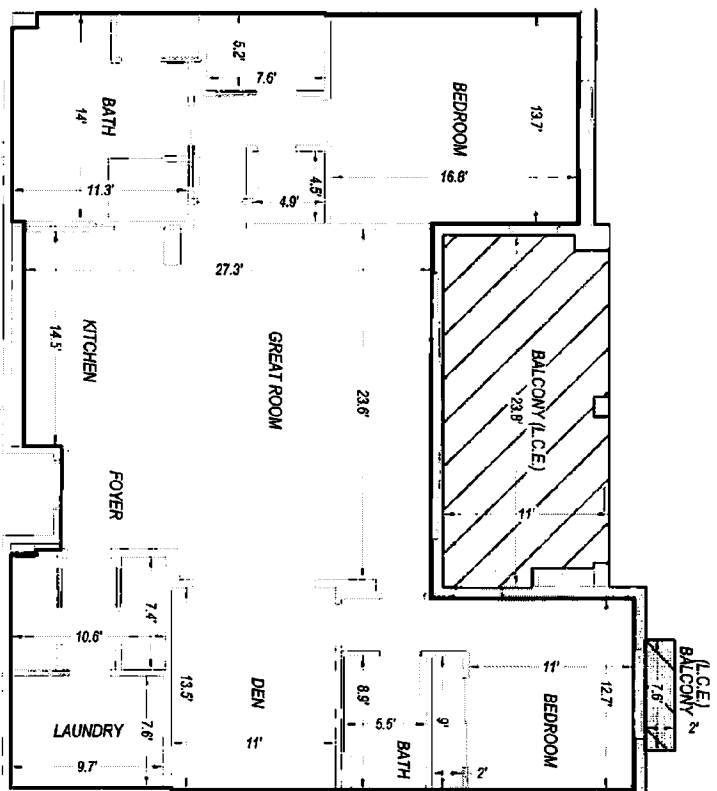
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES

UNIT 419



UNIT TYPE C1
 (LAUNDRY LEFT)

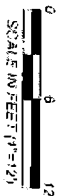
UNIT 417



UNIT TYPE C1
 (LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E., S.M.
Barbaco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MAGNIFICENT BLVD., SUITE 100, P.O. DRAWING 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE: (239) 461-3170 - WWW.BARBACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7995 - SURVEYING 16-6940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



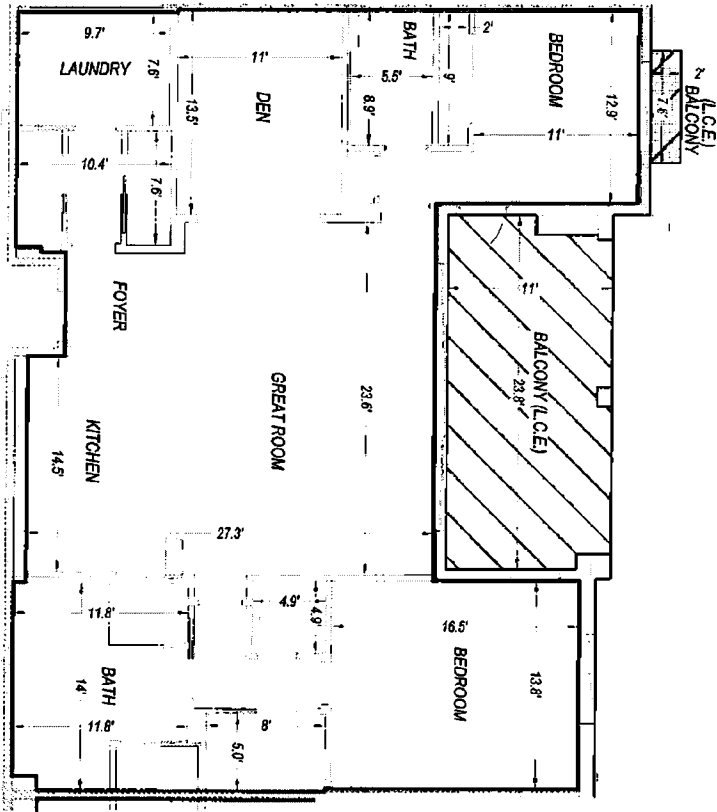
SEE NEXT PAGE FOR ADDITIONAL TYPE C1 UNITS

CONDOMINIUM BOOK PAGE

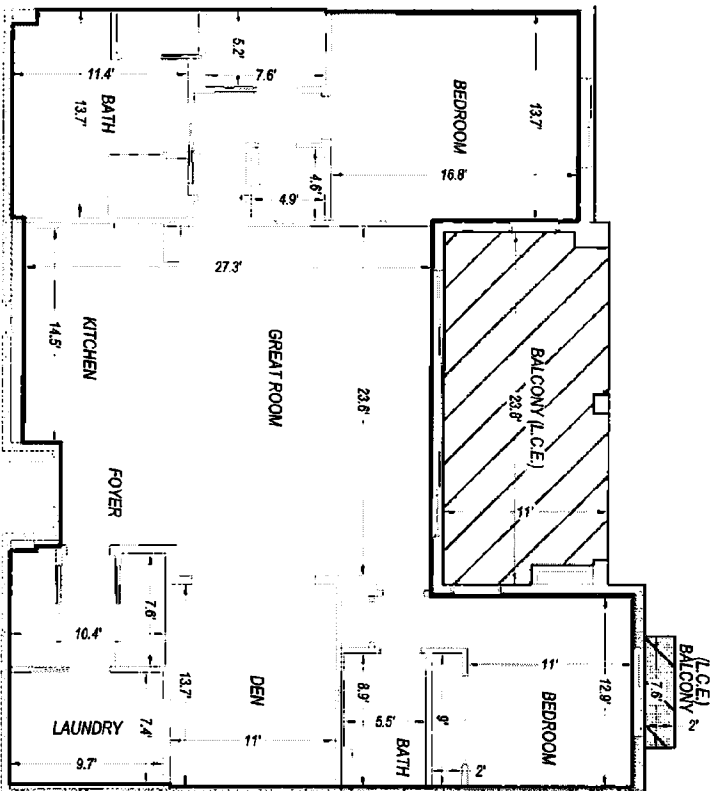
NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 505



UNIT 507



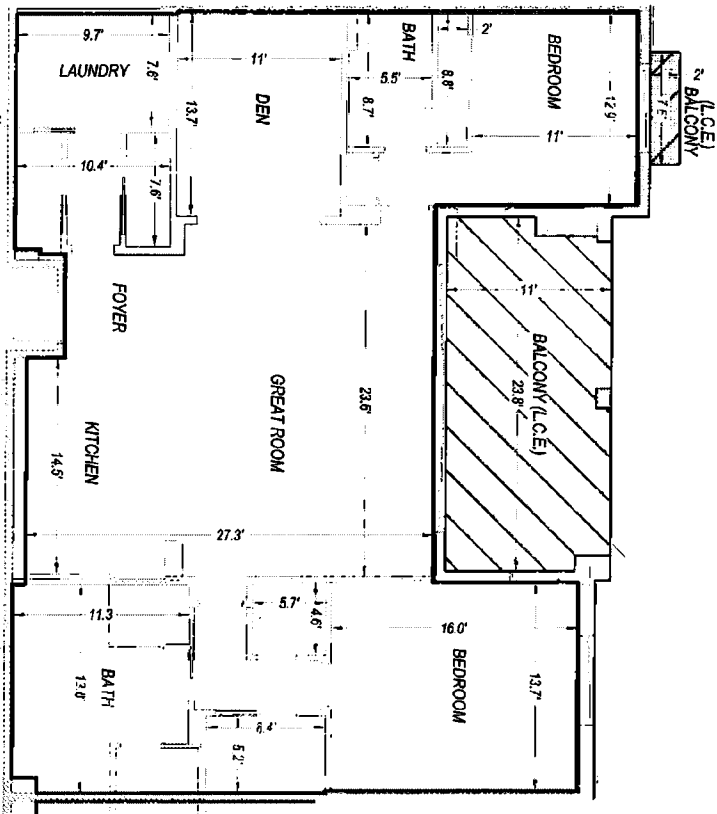
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barfaco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, AND PLANNING
2211 MAGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARFACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING 1184940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



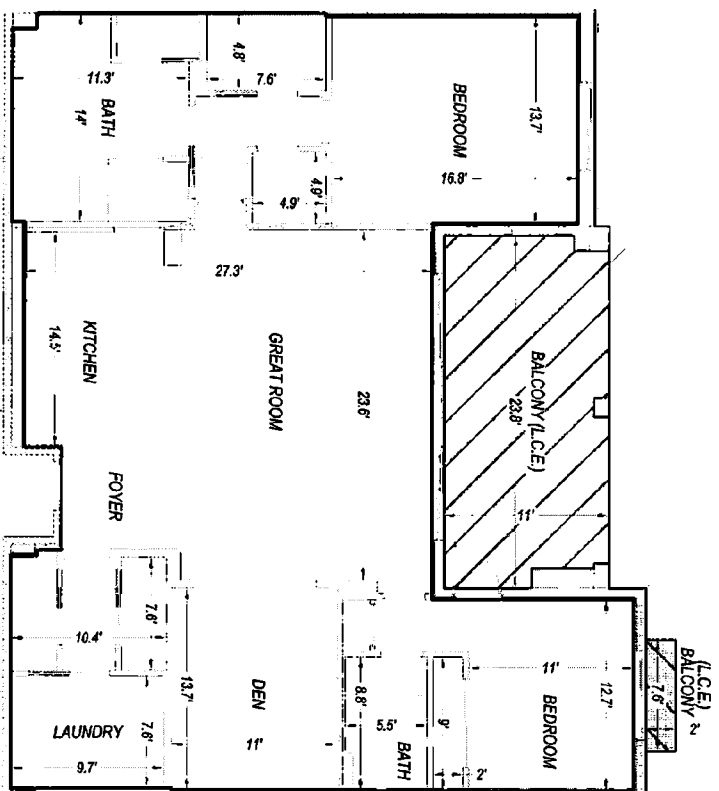
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NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 519



UNIT TYPE C1
(LAUNDRY LEFT)

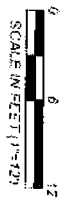
UNIT 517



UNIT TYPE C1
(LAUNDRY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2801,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACOA.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7955 - SURVEYING LB-8940

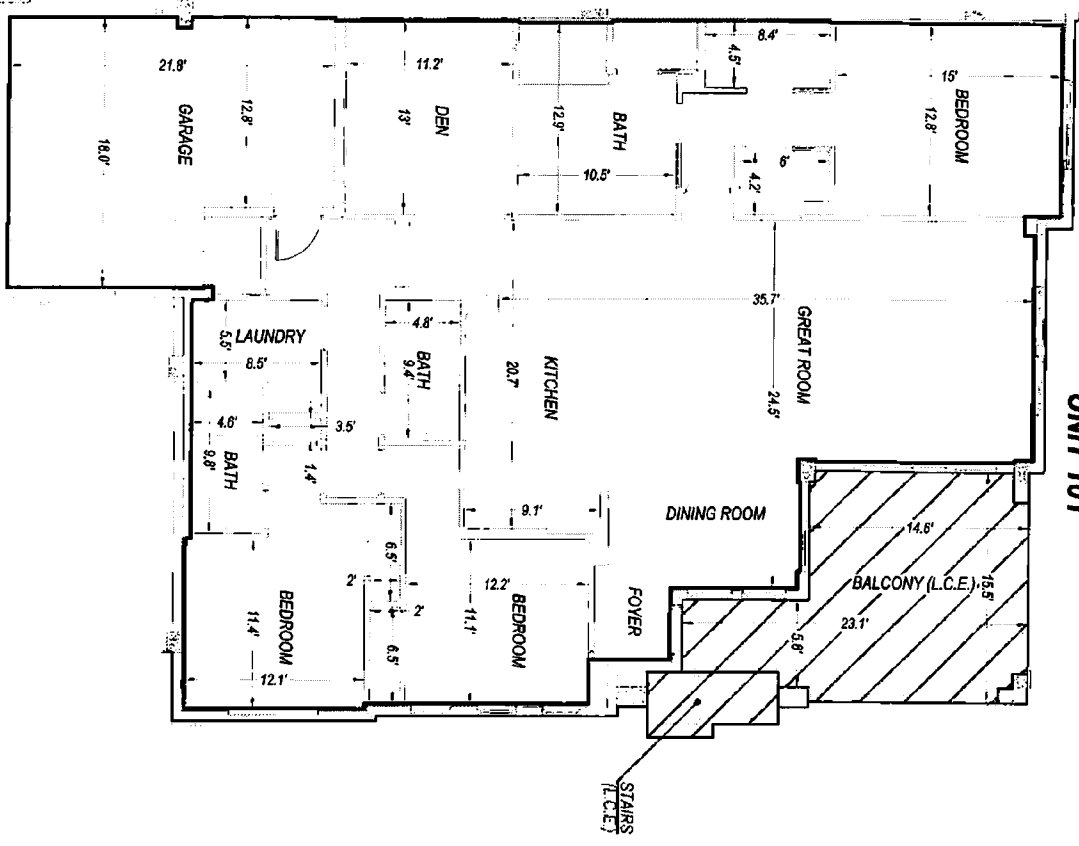
NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.
SEE NEXT PAGE FOR ADDITIONAL TYPE D UNITS



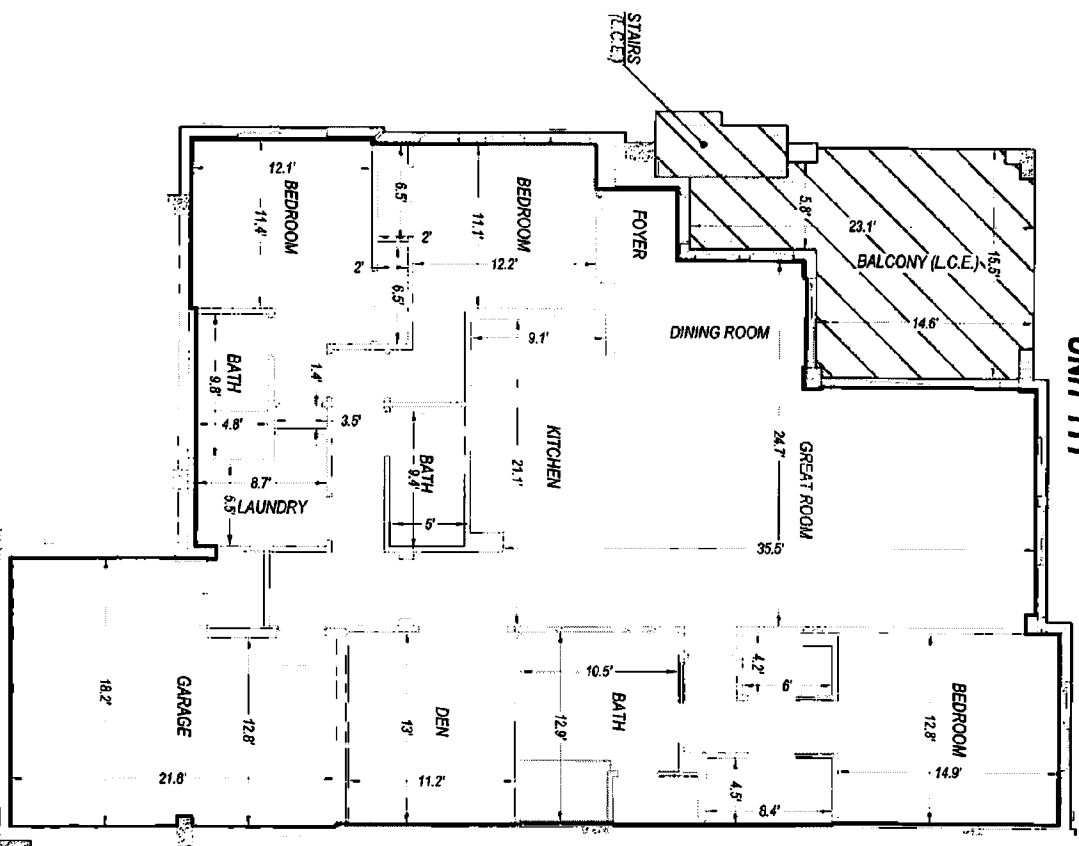
CONDOMINIUM BOOK PAGE

NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 101



UNIT 111



UNIT TYPE D
(GARAGE LEFT)
(GROUND FLOOR ONLY)

UNIT TYPE D
(GARAGE RIGHT)
(GROUND FLOOR ONLY)

THIS INSTRUMENT PREPARED BY:
Barraco
 and Associates, Inc.
 ENGINEERING AND SURVEYING - LAND AND PLANNING
 2271 WASHINGTON BLVD. SUITE 100
 FORT MYERS, FLORIDA 33901-2800
 PHONE (239) 461-3170 - WWW.BARRACODIET.COM
 FLORIDA CERTIFICATE OF AUTHORIZATION -
 ENGINEERING 7896 - SURVEYING 185940

NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

0 6 12
 SCALE IN FEET (1"=12')

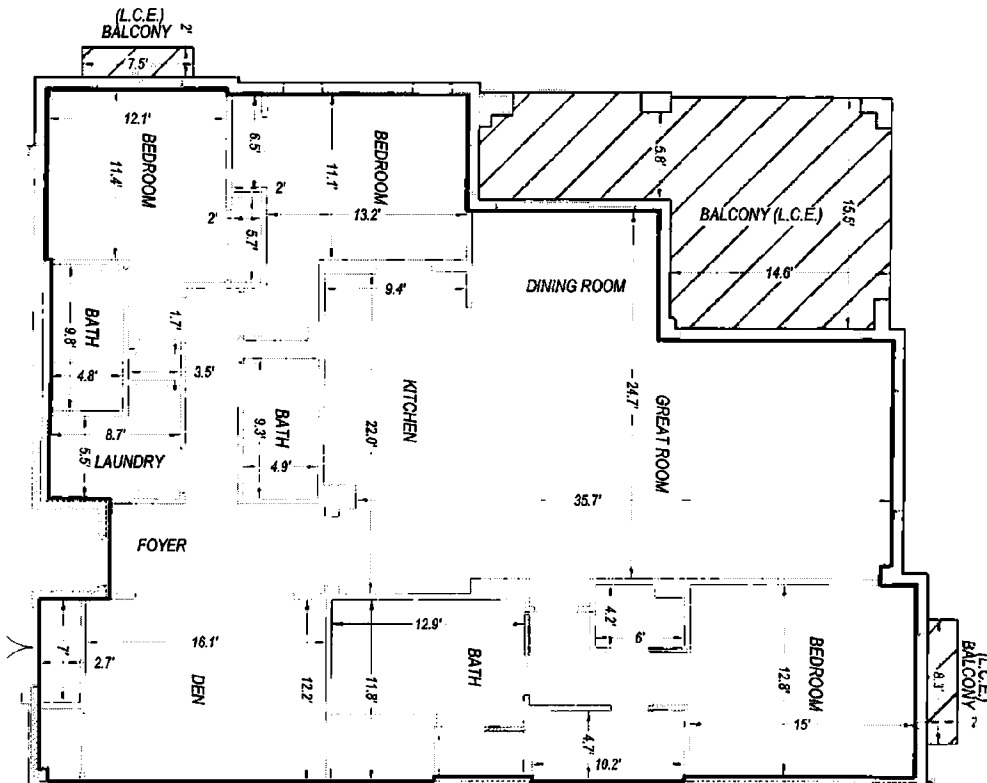
SEE NEXT PAGE FOR ADDITIONAL TYPE D UNITS

CONDOMINIUM BOOK PAGE

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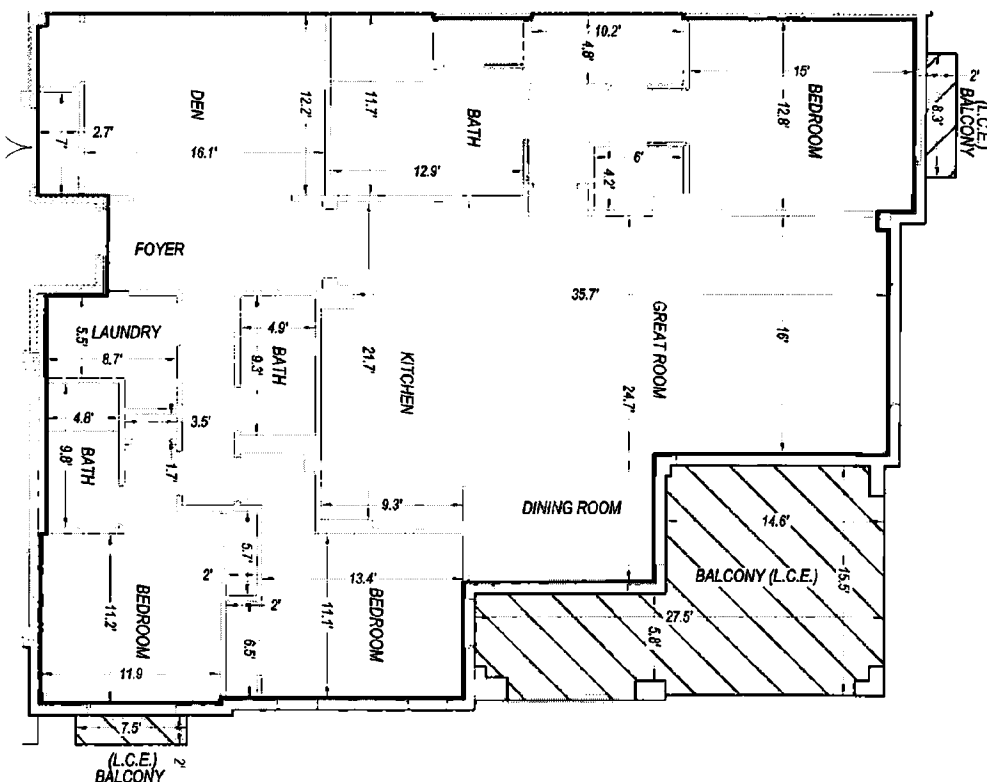
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 211



UNIT TYPE D
 (BALCONY LEFT)

UNIT 201



UNIT TYPE D
 (BALCONY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E.
Barbaco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING AND PLANNING
2271 MAGNIFICENT BLVD., SUITE 100, FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARBACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION - ENGINEERING 1395 - SURVEYING 1B-9940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

0 8 12
SCALE IN FEET (1"=12')

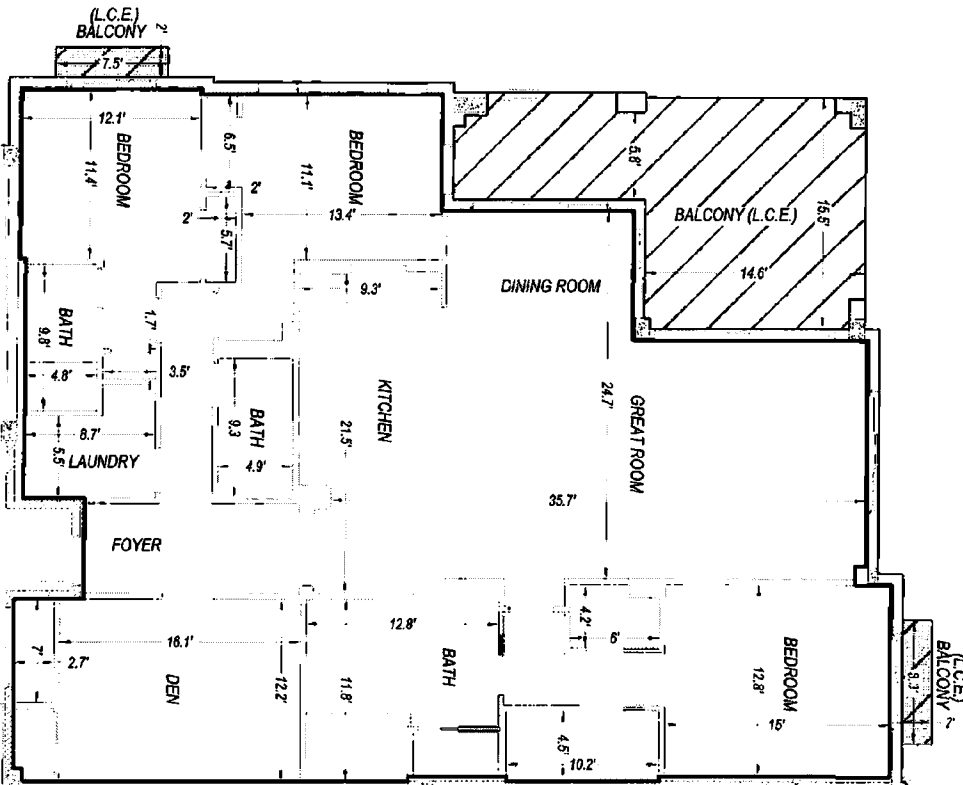
SEE NEXT PAGE FOR ADDITIONAL TYPE D UNITS

CONDOMINIUM BOOK PAGE

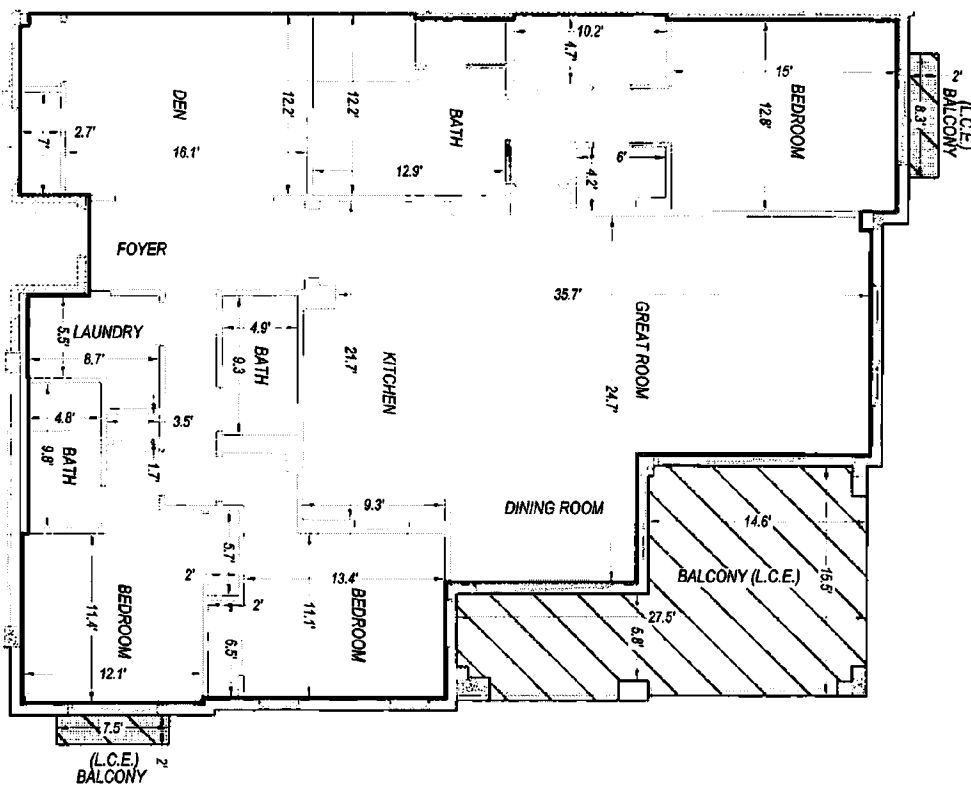
NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 311



UNIT 301



UNIT TYPE D
(BALCONY LEFT)

UNIT TYPE D
(BALCONY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E.
Barraco
and Associates, Inc.
CIVIL ENGINEERING AND SURVEYING - LAND PLANNING
227 WASHINGTON BLVD.
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7995 - SURVEYING 186940

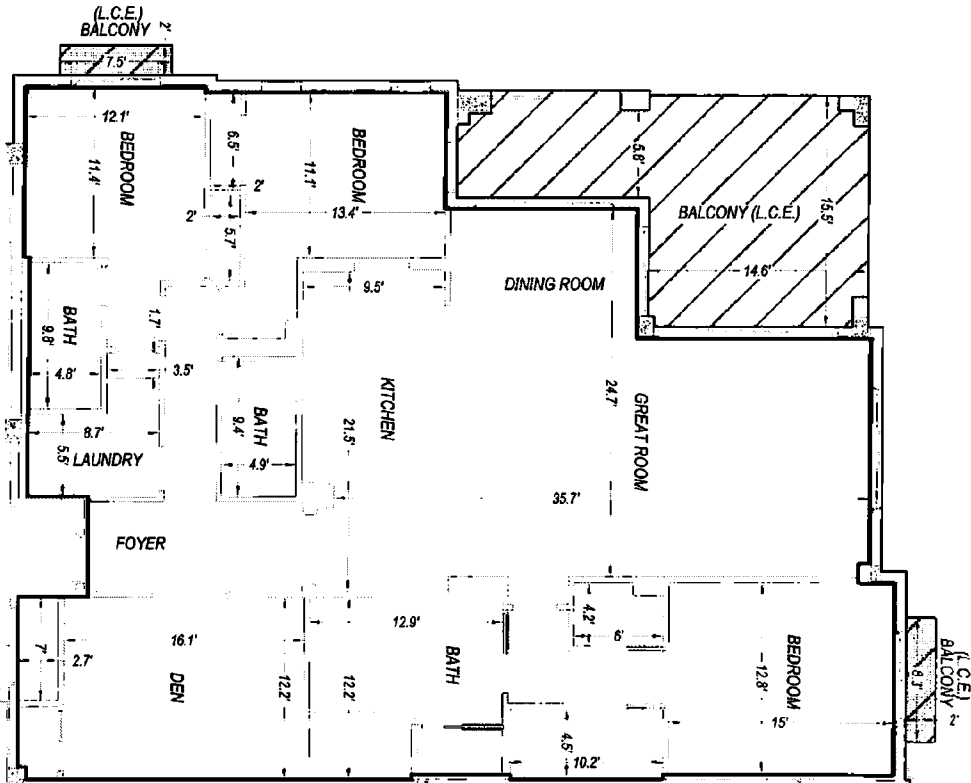
NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.
SEE NEXT PAGE FOR ADDITIONAL TYPE D UNITS



CONDOMINIUM BOOK PAGE

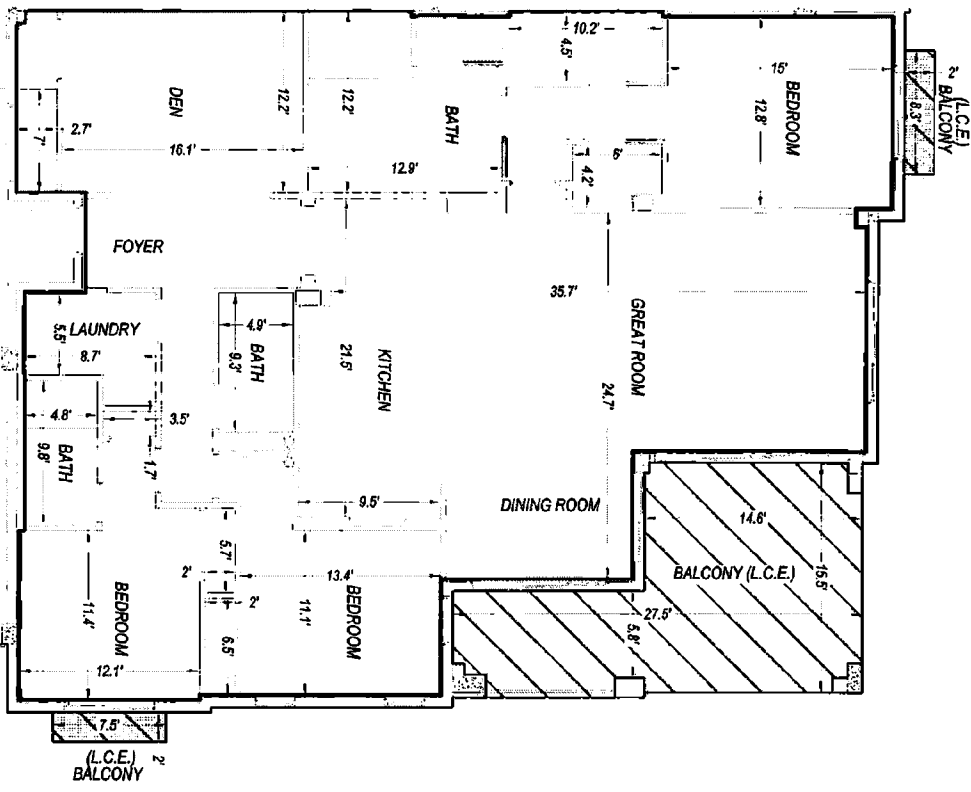
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 411



UNIT TYPE D
(BALCONY LEFT)

UNIT 401



UNIT TYPE D
(BALCONY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
 and Associates, Inc.
 CIVIL ENGINEERING AND SURVEYING - LAND PLANNING
 2271 MOOREGATE BLVD. SUITE 100
 FORT MYERS, FLORIDA 33902-2900
 PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION:
 ENGINEERING 7995 - SURVEYING 136940

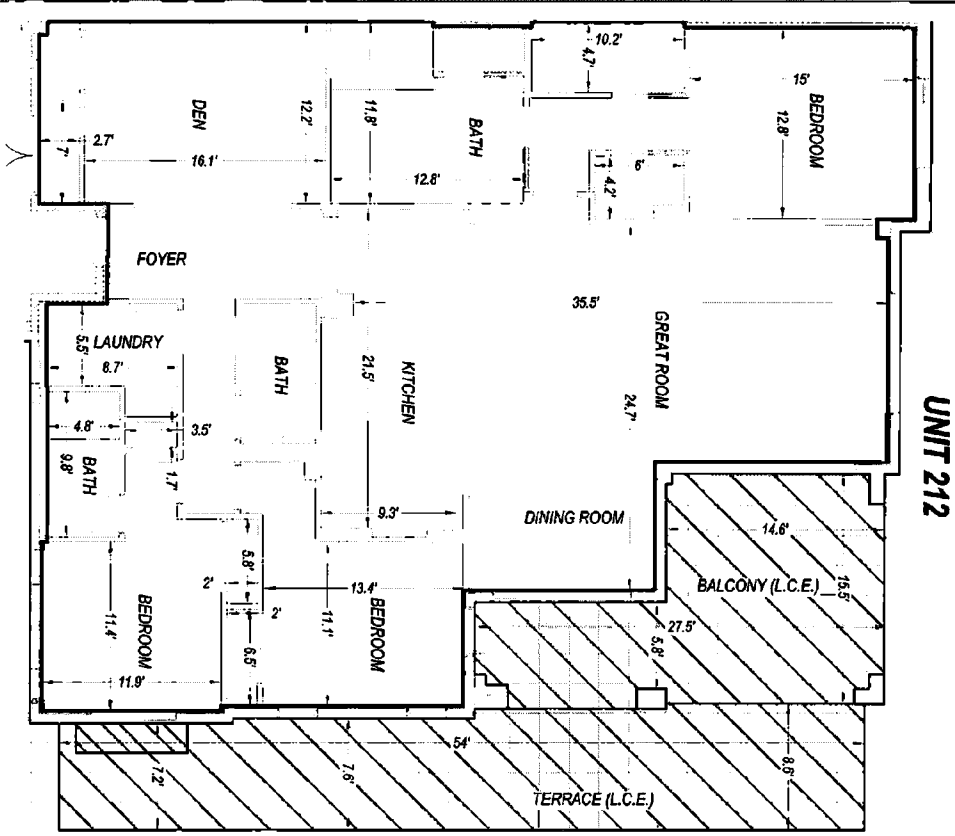
NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

0 6 12
 SCALE IN FEET (1"=12')

SEE NEXT PAGE FOR ADDITIONAL TYPE D UNITS

CONDOMINIUM BOOK _____ PAGE _____

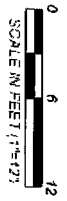
NOTES:
 1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.



UNIT TYPE D
 (BALCONY RIGHT)

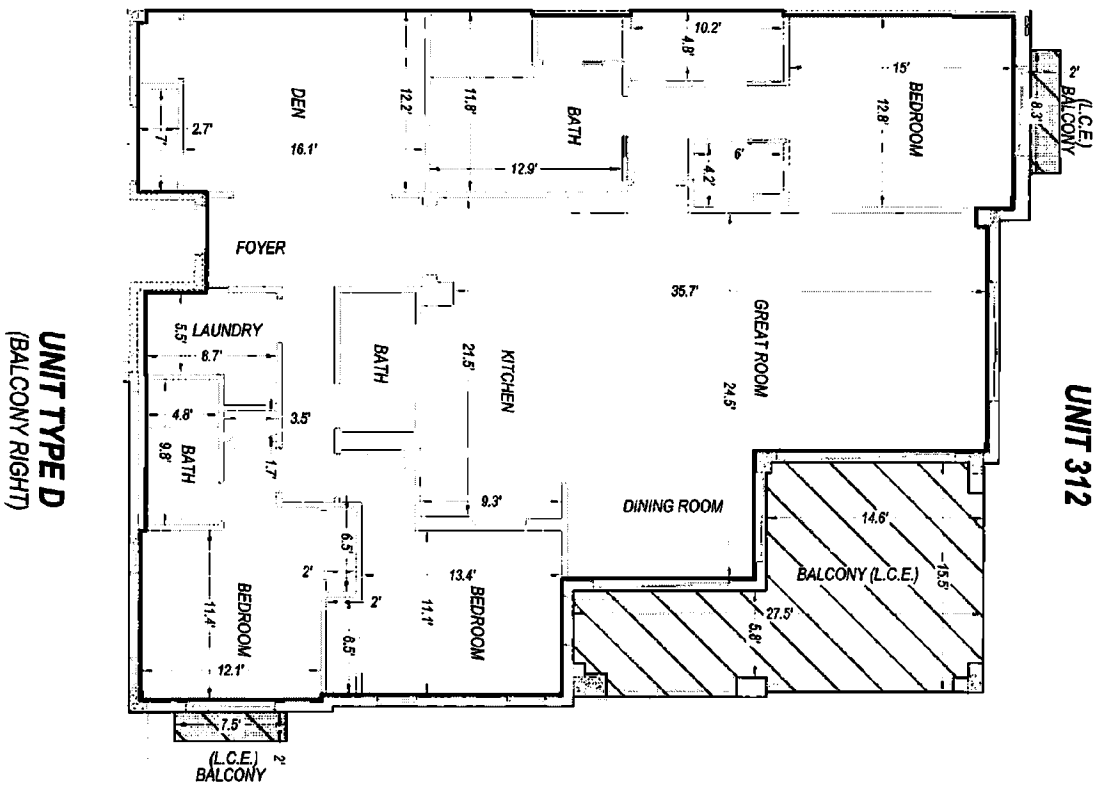
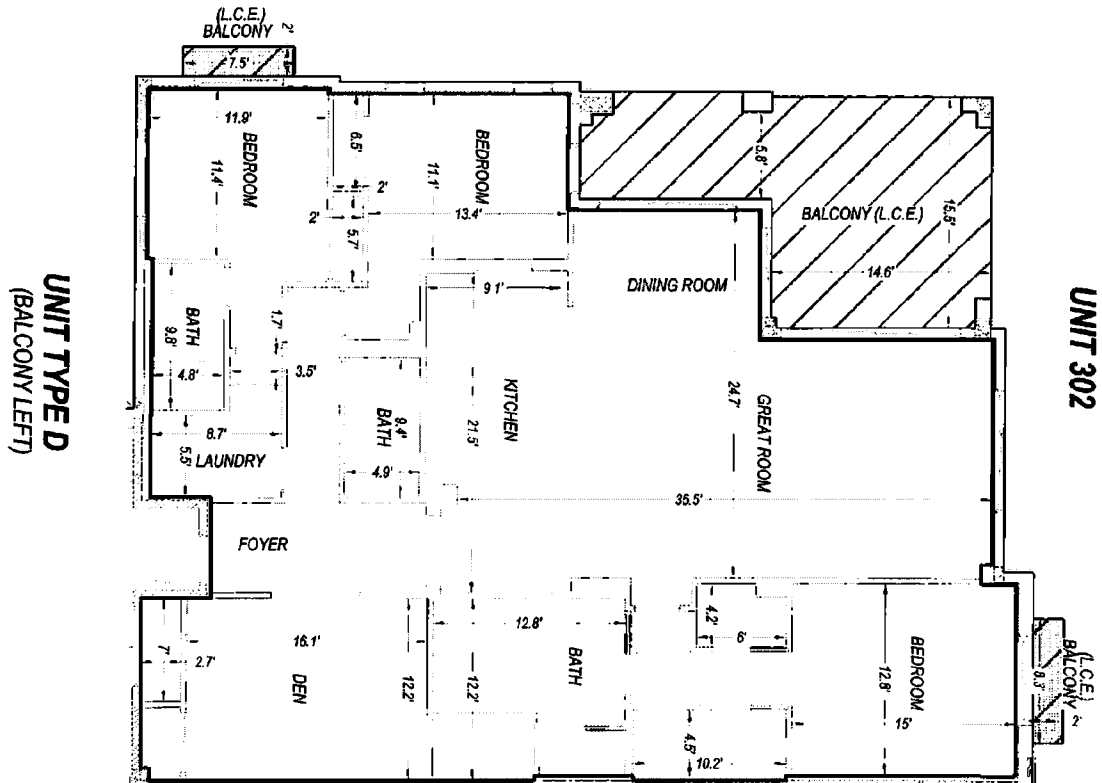
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E.
Barraco
and Associates, Inc.
OUR ENGINEERING AND SURVEYING - LAND PLANNING
2271 MAGNOLIA BLVD. SUITE 1002 - TAMPA, FLORIDA 33606
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION -
ENGINEERING 7395 - SURVEYING LB-6940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.
SEE NEXT PAGE FOR ADDITIONAL TYPE D UNITS



CONDOMINIUM BOOK	PAGE

NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES



THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, AND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. BOX 1280,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACONET - FAX (239) 461-3189
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7395 - SURVEYING 1B-894C

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

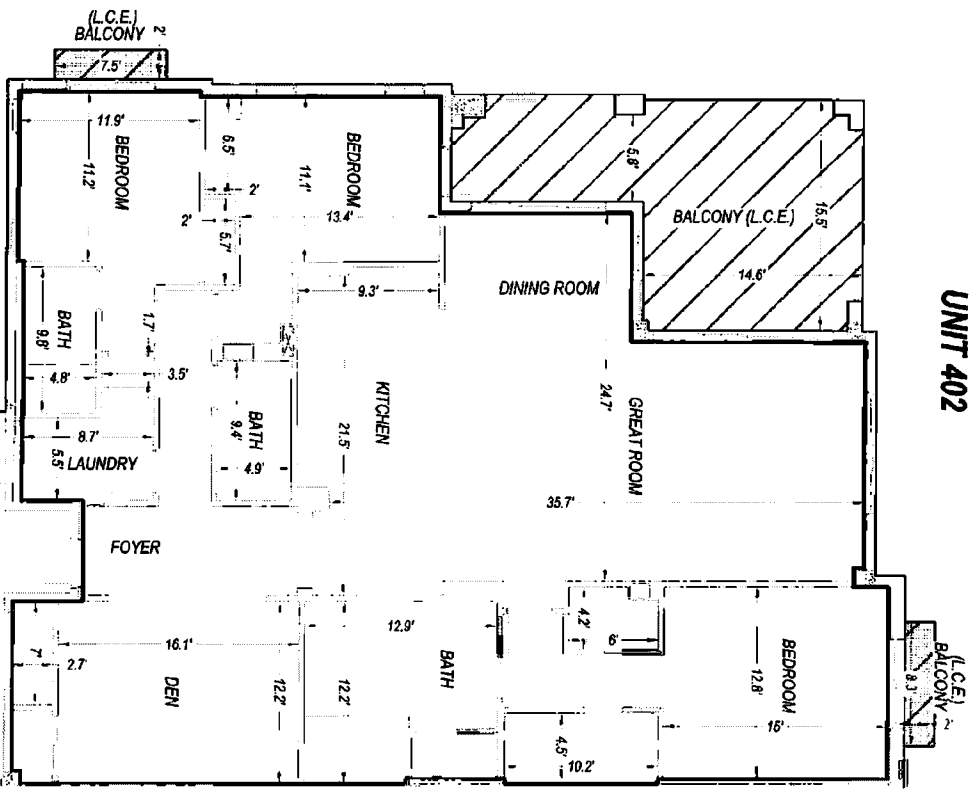


CONDOMINIUM BOOK PAGE

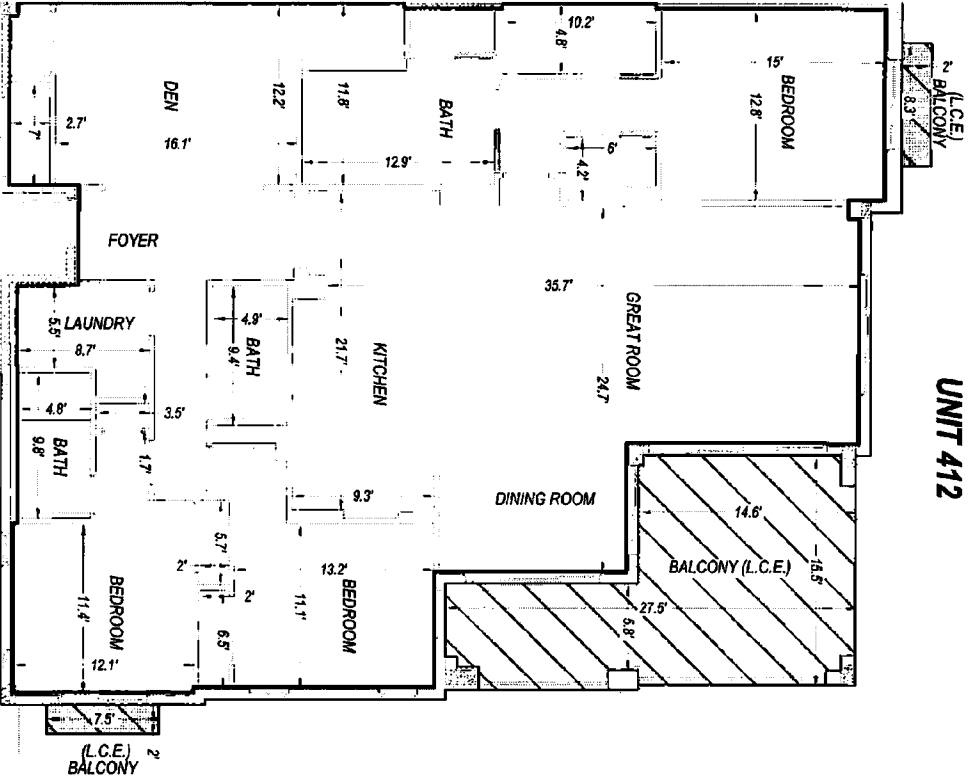
NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 402



UNIT 412



UNIT TYPE D
(BALCONY LEFT)

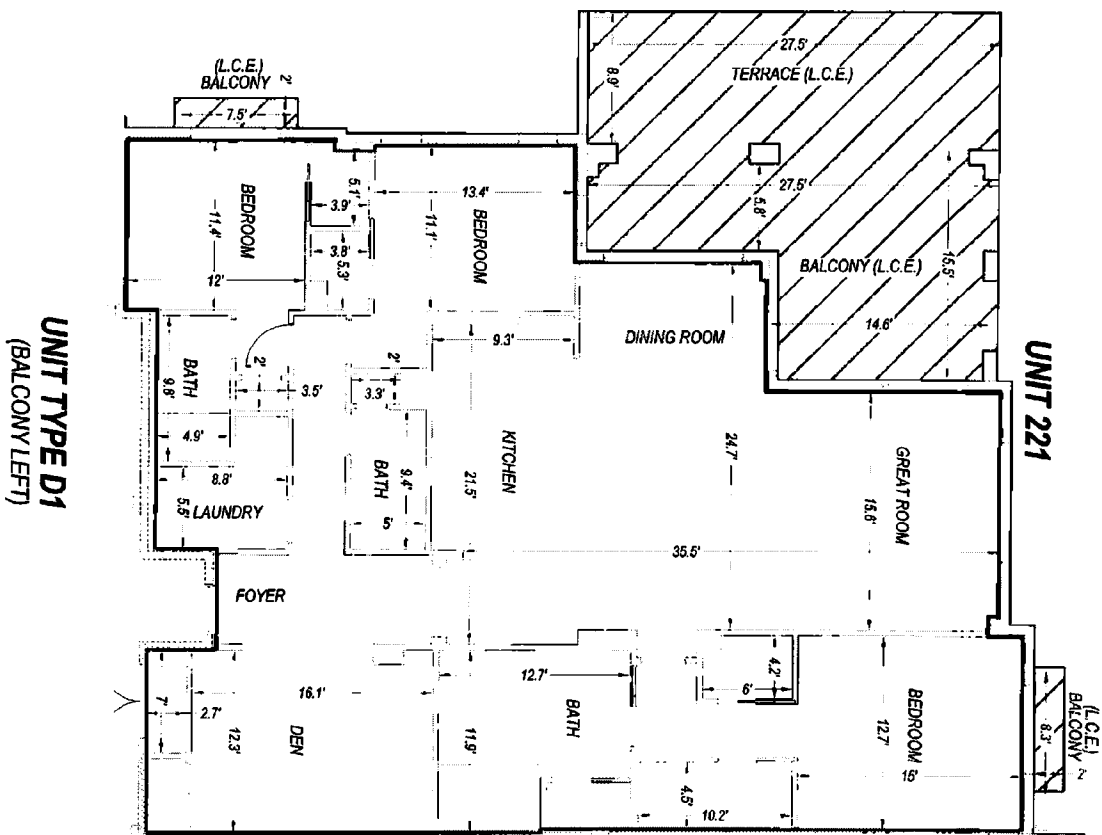
UNIT TYPE D
(BALCONY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Baraco
and Associates, Inc.
CIVIL, ARCHITECTURAL, ENGINEERING, AND PLANNING
2271 MORRISON BLVD., SUITE 200, FORT MYERS, FLORIDA 33902-2900
PHONE (239) 461-3170 - WWW.BARACOCORP.COM - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING 118-8940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



CONDOMINIUM BOOK _____ PAGE _____
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.



UNIT TYPE D1
(BALCONY LEFT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING AND PLANNING
227 MCGREGOR BLVD. SUITE 100, DUNEDIN, FLORIDA 33500
PHONE (239) 461-3170 - WWW.BARRACONET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION -
ENGINEERING 7395 - SURVEYING LB-8946

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 23 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

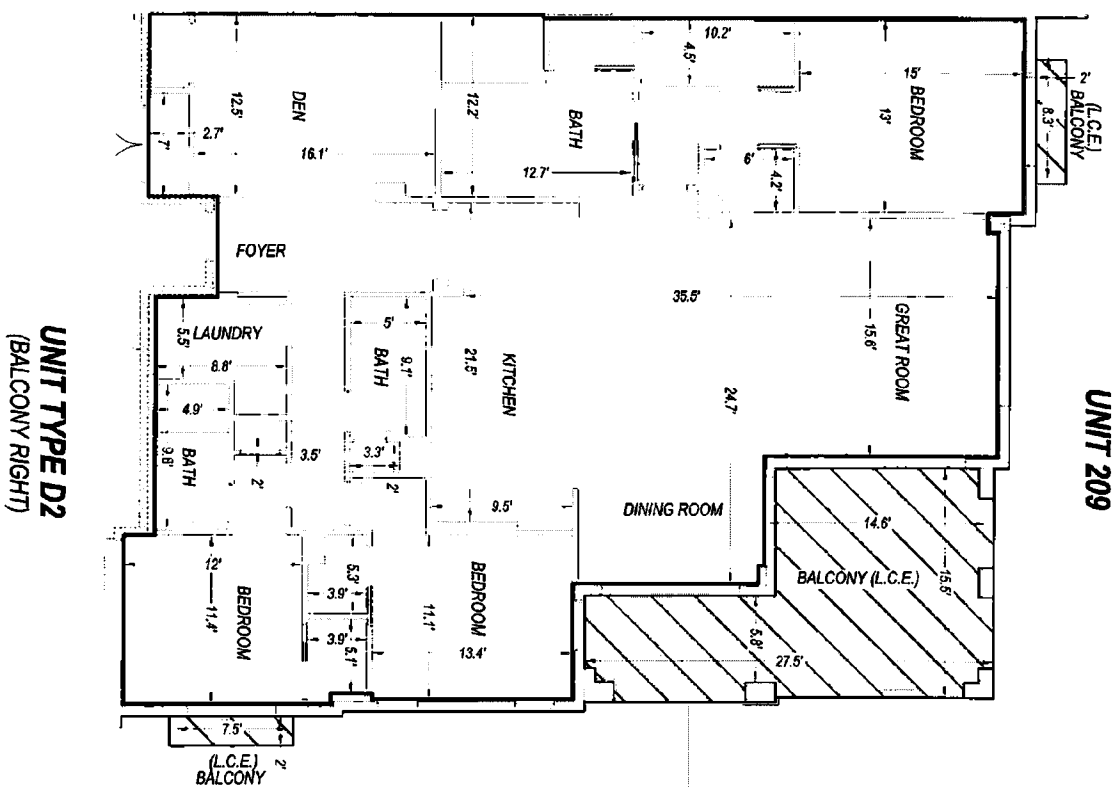
SCALE IN FEET 1"=12'
0' 6" 12'

SEE NEXT PAGE FOR ADDITIONAL TYPE D UNITS

CONDOMINIUM BOOK PAGE

NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.



UNIT TYPE D2
(BALCONY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P. S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MASSENGER BLVD., SUITE 100 P.O. BOX 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 • WWW.BARRACO.NET • FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7995 • SURVEYING LB-6940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

0 5 12
SCALE IN FEET 1"=12'

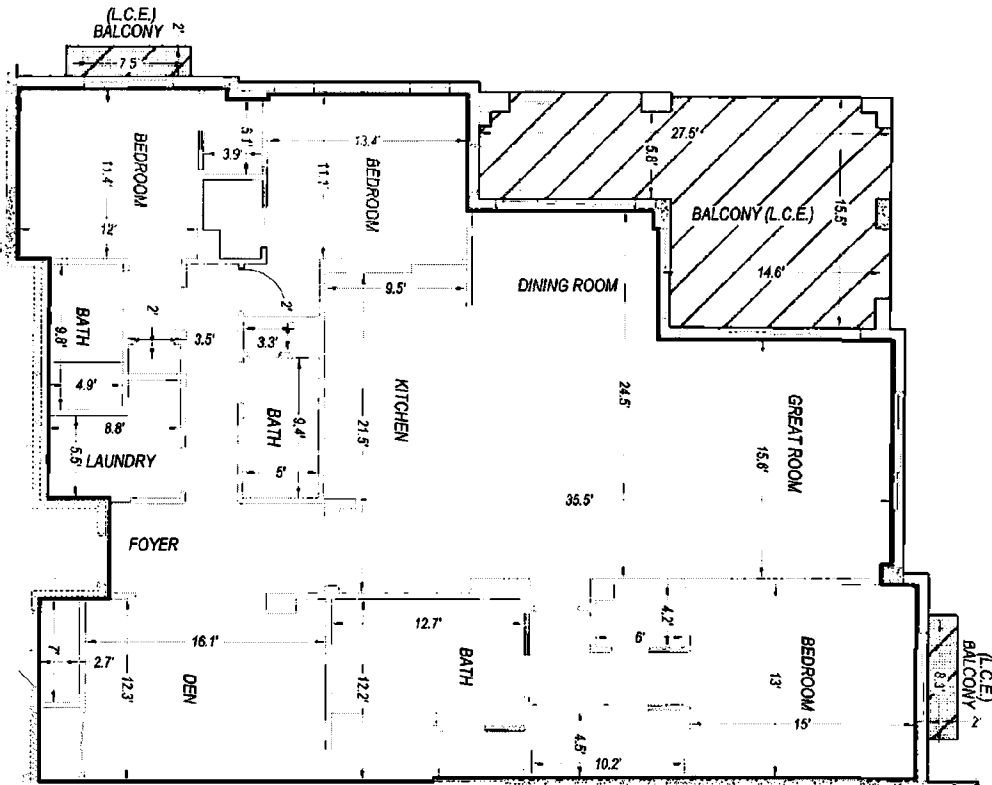
SEE NEXT PAGE FOR ADDITIONAL TYPE D UNITS

CONDOMINIUM BOOK PAGE

NOTES:

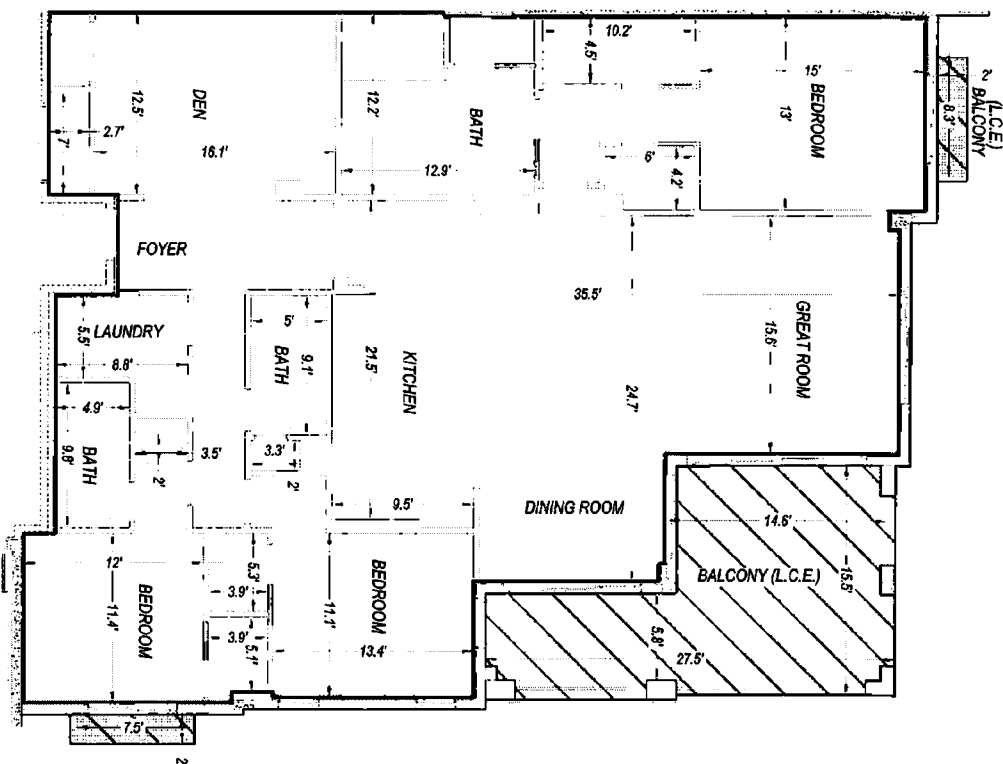
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 321



UNIT TYPE D2
(BALCONY LEFT)

UNIT 309



UNIT TYPE D2
(BALCONY RIGHT)

THIS INSTRUMENT PREPARED BY:
Baraco
 and Associates, Inc.
 CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
 2271 WASHINGTON AVENUE, SUITE 200
 FORT MYERS, FLORIDA 33901-4800
 PHONE (239) 461-3170 - WWW.BARACOA.COM - FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION -
 ENGINEERING 1895 - SURVEYING 18-8940

NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

SEE NEXT PAGE FOR ADDITIONAL TYPE D UNITS

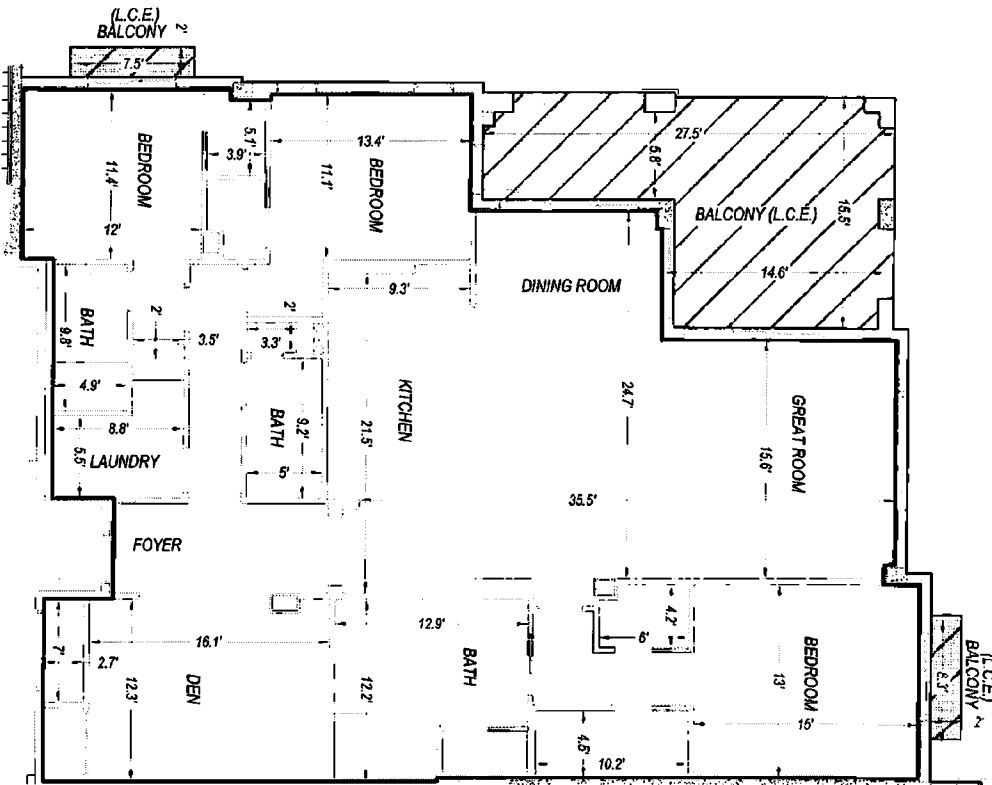


CONDOMINIUM BOOK PAGE

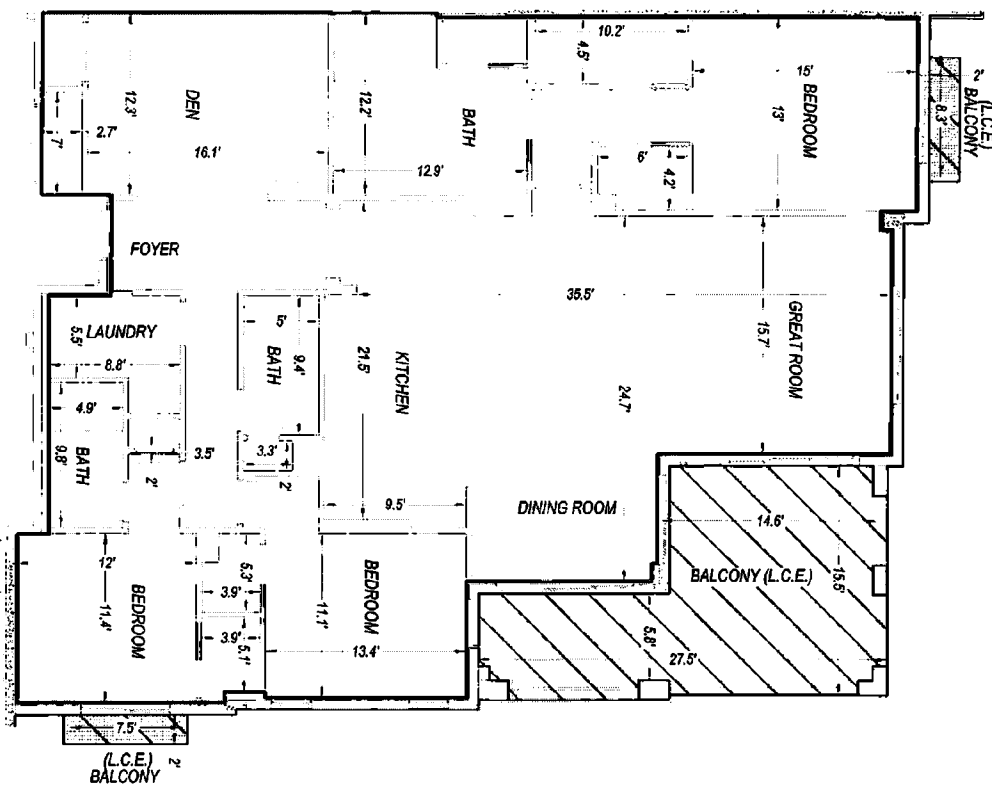
NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 421



UNIT 409



**UNIT TYPE D2
 (BALCONY LEFT)**

**UNIT TYPE D2
 (BALCONY RIGHT)**

THIS INSTRUMENT PREPARED BY:
 SCOTT A. WHEELER, P.E., S.M.
Baracco
 and Associates, Inc.
 CIVIL ENGINEERING, LAND SURVEYING, ARCHITECTURAL PLANNING
 2271 MCGREGOR BLVD., SUITE 1400, DUNEDIN, FLORIDA 33500
 PHONE (239) 461-3170 - WWW.BARROCO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION -
 ENGINEERING 7965 - SURVEYING LB-6940

NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

0 6 12
 SCALE IN FEET 1"=12'

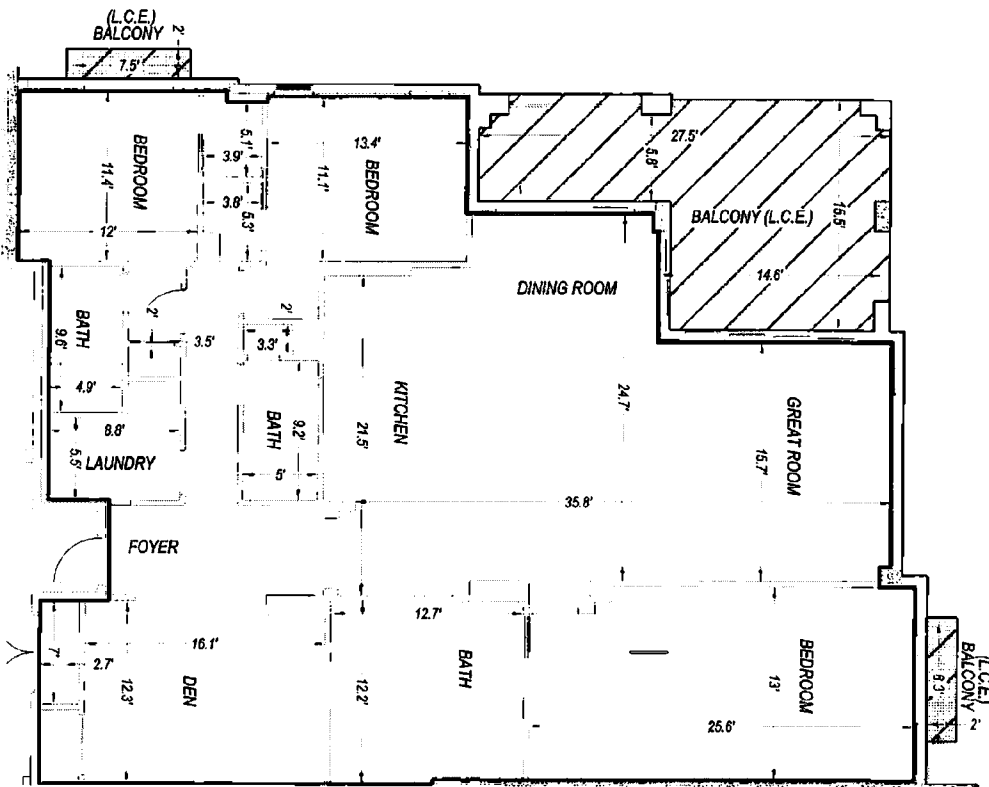
SEE NEXT PAGE FOR ADDITIONAL TYPE D UNITS

CONDOMINIUM BOOK PAGE

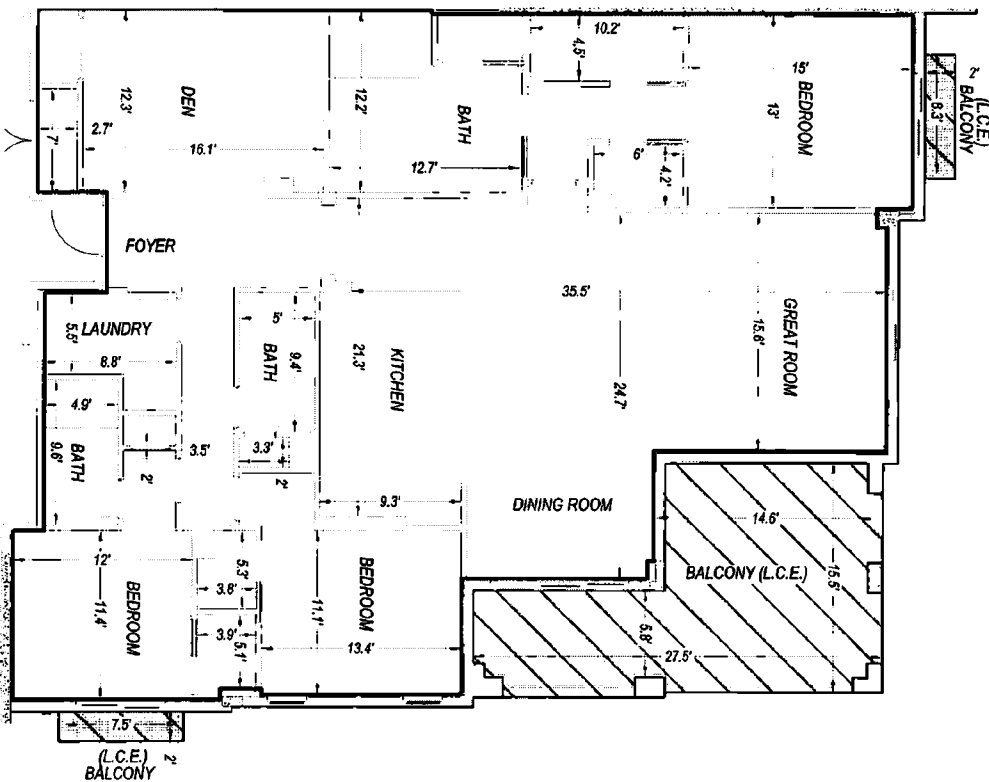
NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 521



UNIT 509

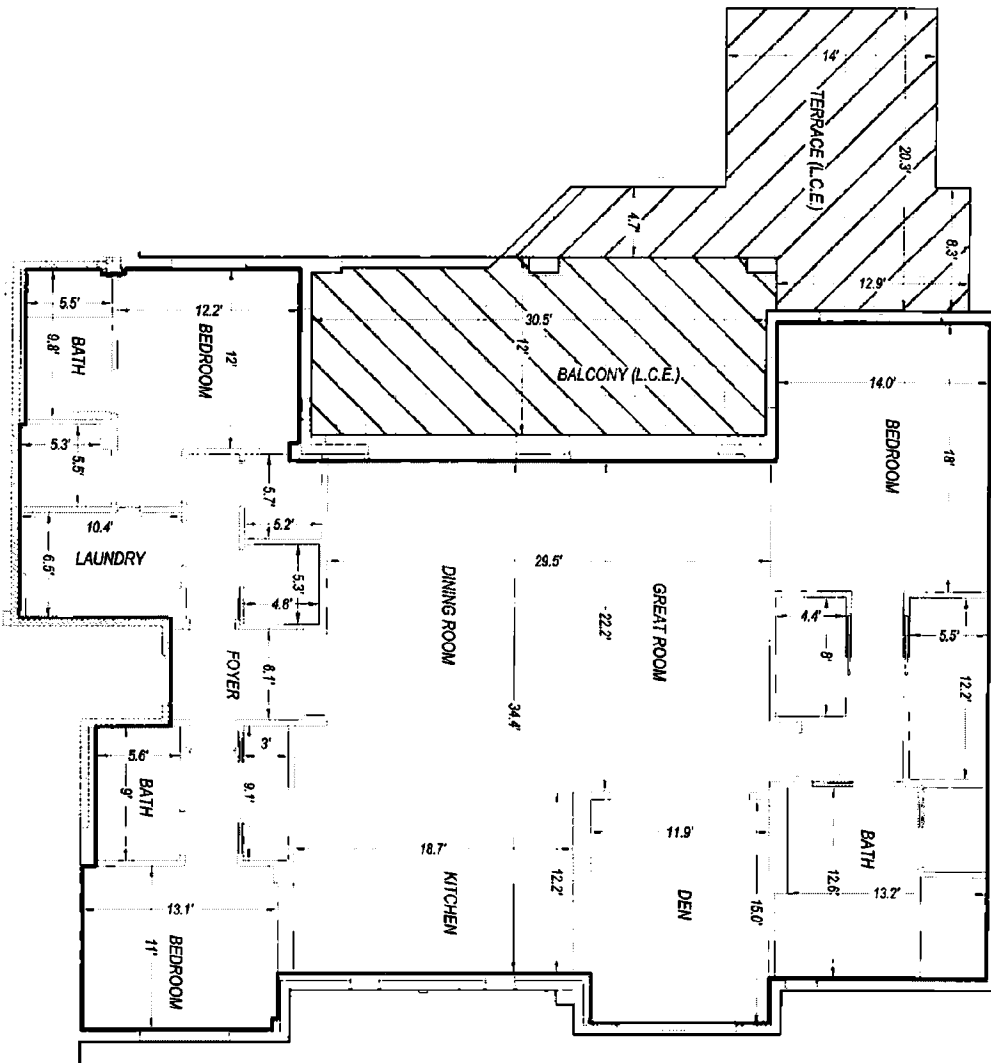


THIS INSTRUMENT PREPARED BY:
Barbaco
 CNE, ENGINEERING AND SURVEYING, LAND PLANNING
 2271 MICHELETTI BLVD., SUITE 100, FORT MYERS, FLORIDA 33902-2800
 PHONE (239) 461-3170 - WWW.BARBACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATES OF AUTHORIZATION
 ENGINEERING 7995 - SURVEYING 18-6940

NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.
 SEE NEXT PAGE FOR ADDITIONAL TYPE E1 UNITS



UNIT 220



UNIT TYPE E1
 (BALCONY LEFT)

CONDOMINIUM BOOK	PAGE
NOTES:	
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.	

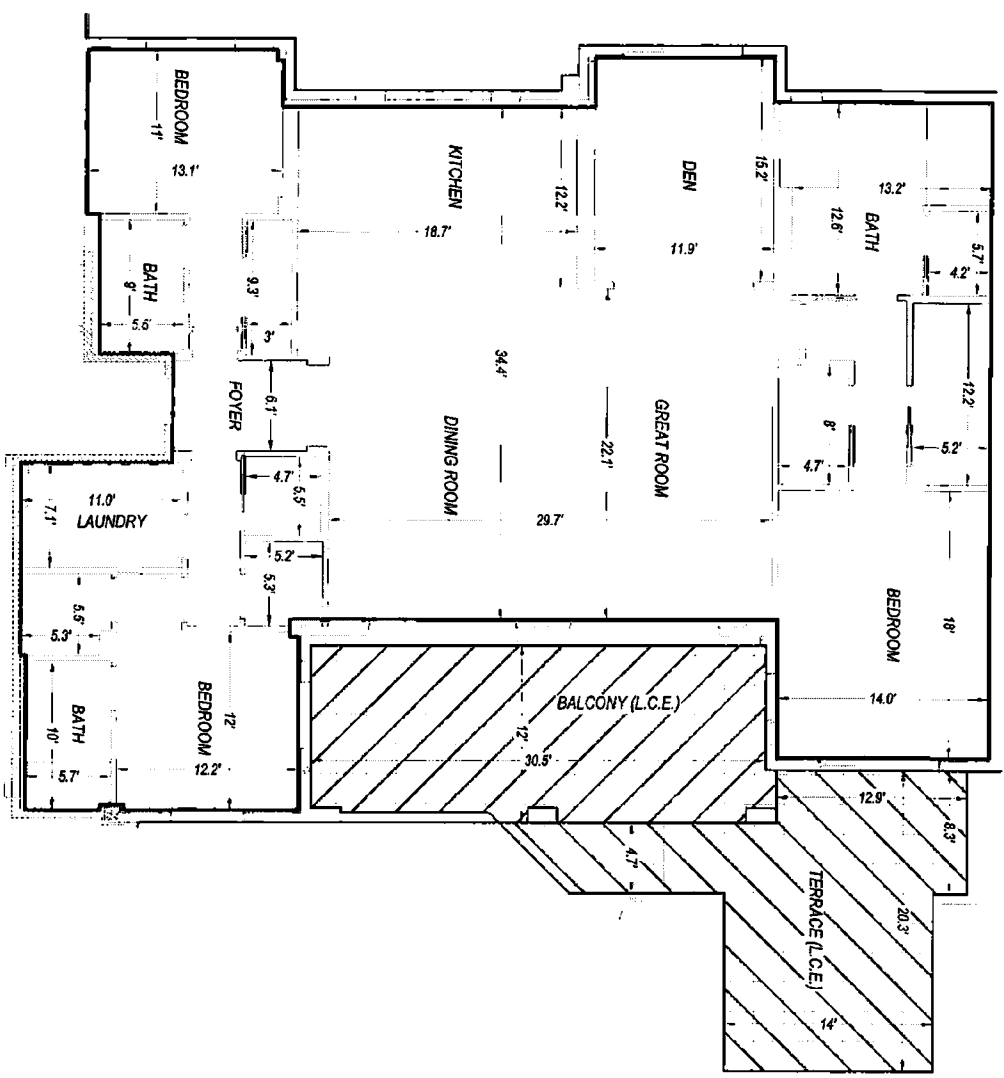
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CONSULTING AND SURVEYING - LAND PLANNING
227 W. WASHINGTON AVE., SUITE 200
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACONET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB 6940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



CONDOMINIUM BOOK _____ PAGE _____
NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

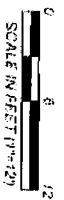
UNIT 210



UNIT TYPE E1
(BALCONY RIGHT)

THIS INSTRUMENT PREPARED BY:
Barbaco
 CIVIL ENGINEERING, LAND SURVEYING, AND PLANNING
 2271 MAGNIFICENT BLVD., SUITE 201, FORT MYERS, FLORIDA 33902-2800
 PHONE (239) 461-3170 - WWW.BARBACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION -
 ENGINEERING 7995 - SURVEYING 1548940

NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

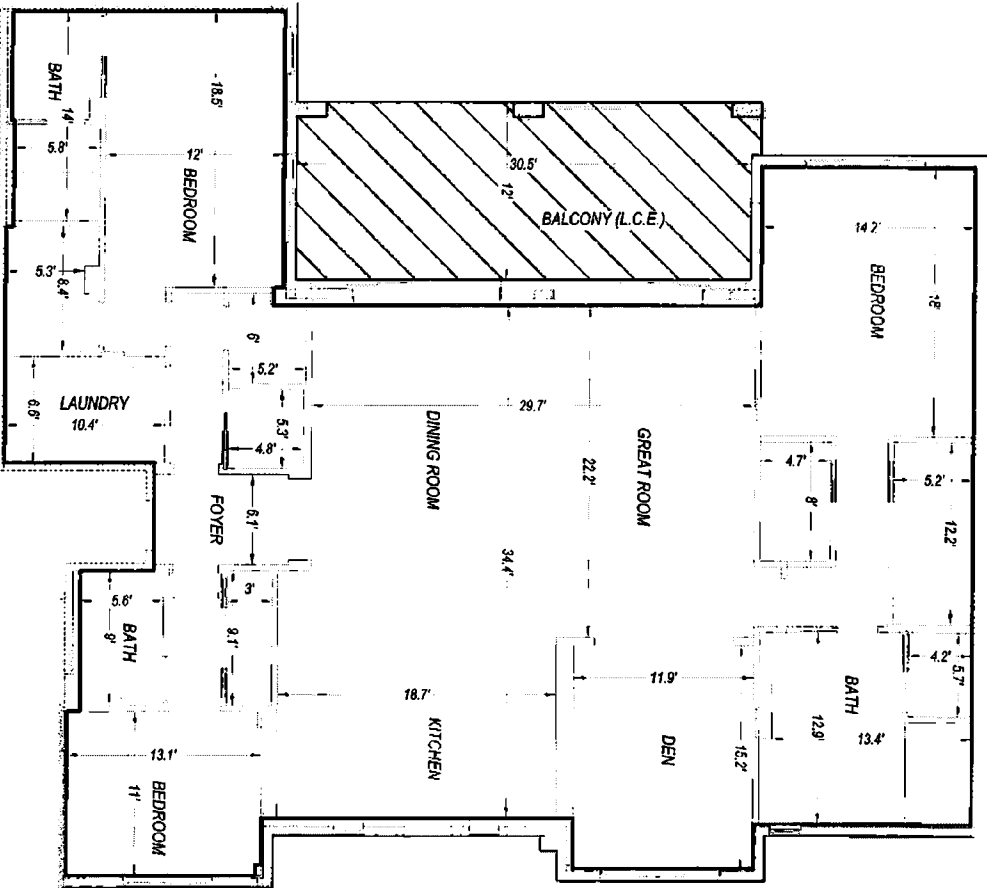


SEE NEXT PAGE FOR ADDITIONAL TYPE E2 UNITS

CONDOMINIUM BOOK PAGE

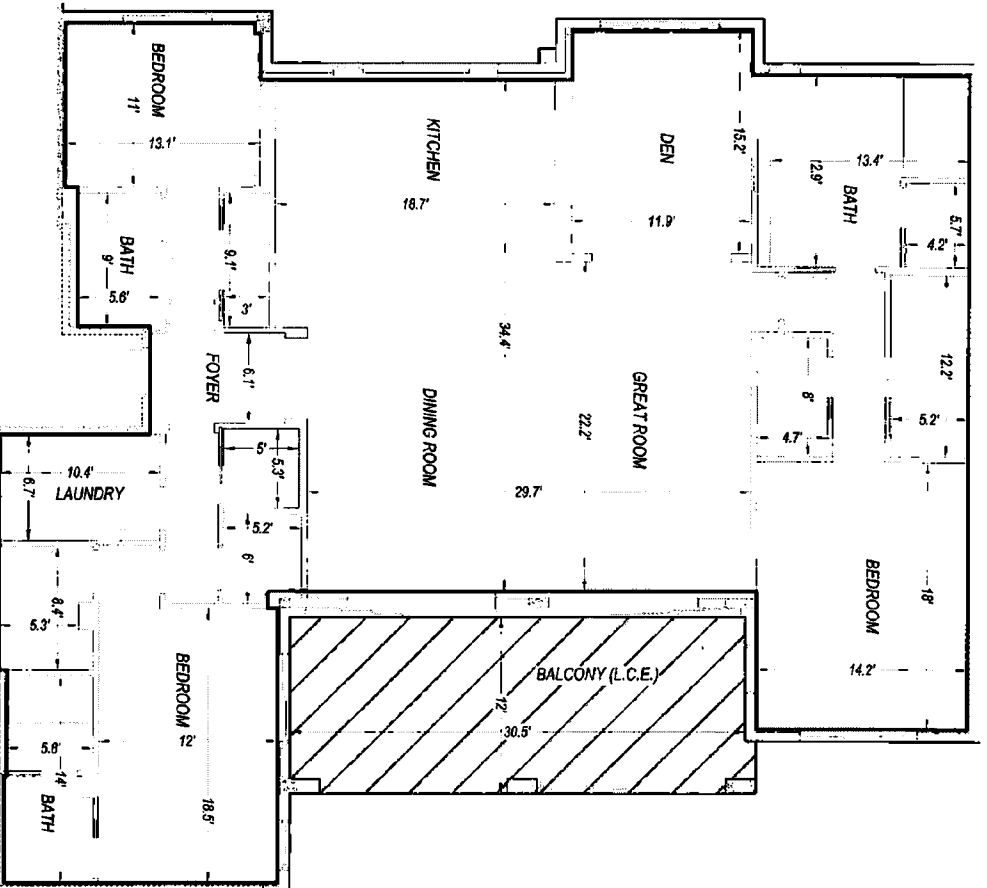
NOTES:
 1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 320



UNIT TYPE E2
 (BALCONY LEFT)

UNIT 310



UNIT TYPE E2
 (BALCONY RIGHT)

THIS INSTRUMENT PREPARED BY:
Barbaco
 CIVIL ENGINEERING, LAND SURVEYING, LAND PLANNING
 2271 MAGREGOR BLVD., SUITE 100, P.O. BOX 2800,
 FORT MYERS, FLORIDA 33902-2800
 PHONE (239) 461-3170 - WWW.BARBACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION
 ENGINEERING 7995 - SURVEYING 1B-6940

NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

SCALE IN FEET 1"=12'

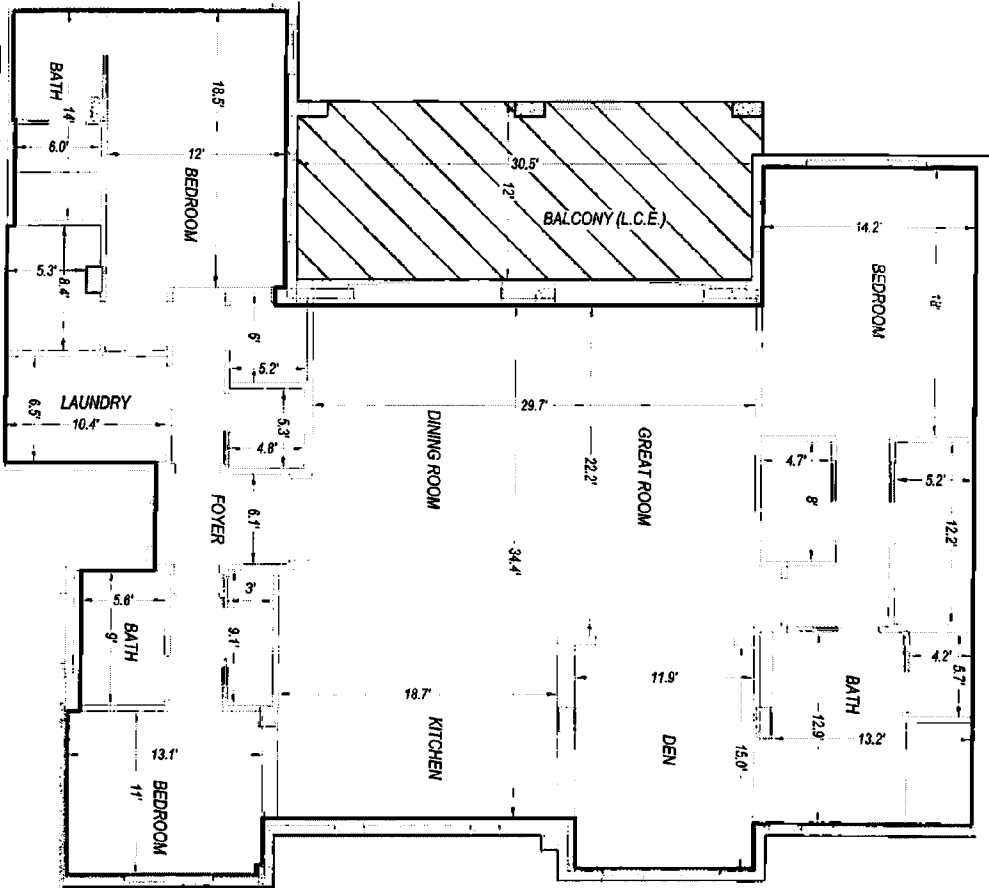
SEE NEXT PAGE FOR ADDITIONAL TYPE E2 UNITS

CONDOMINIUM BOOK PAGE

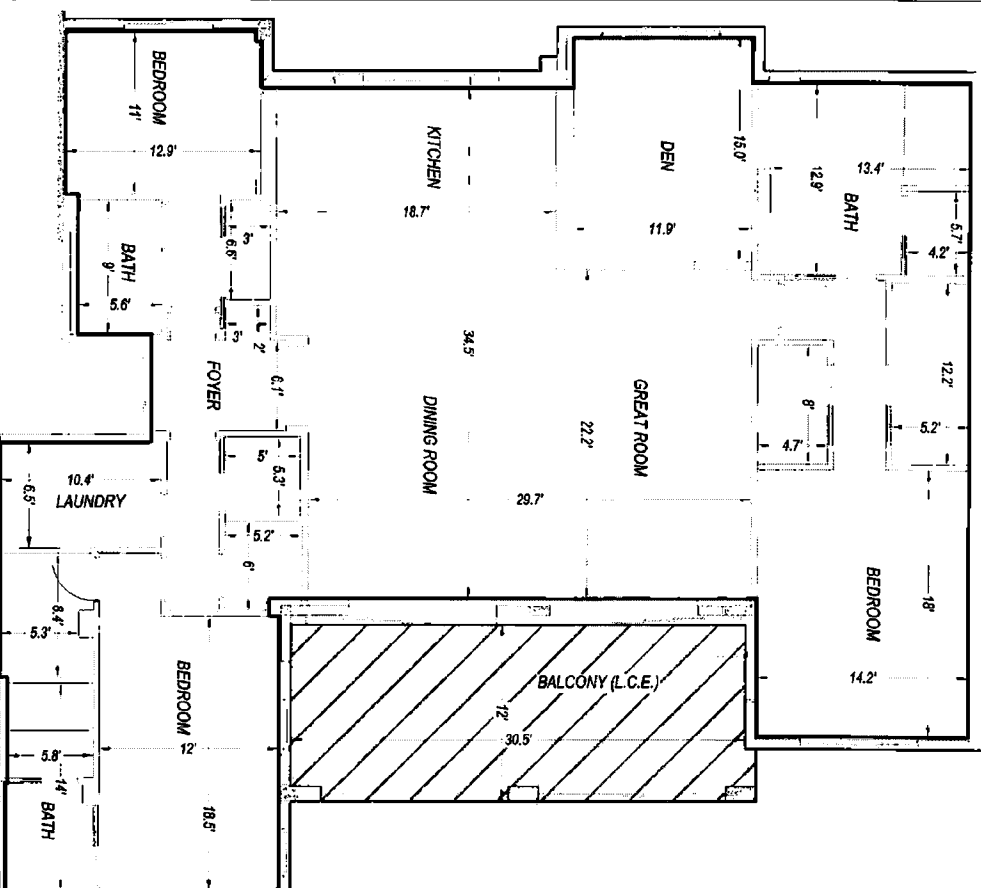
NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES

UNIT 420



UNIT 410



**UNIT TYPE E2
 (BALCONY LEFT)**

**UNIT TYPE E2
 (BALCONY RIGHT)**

THIS INSTRUMENT PREPARED BY:
Barbaco
 CIVIL ENGINEERING, LAND SURVEYING AND PLANNING
 2271 MAGNOLIA BLVD., SUITE 101, D. DAVENPORT, FLORIDA 33602-2800
 PHONE (239) 461-3170 - WWW.BARBACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION:
 ENGINEERING 7995 - SURVEYING 13 6940

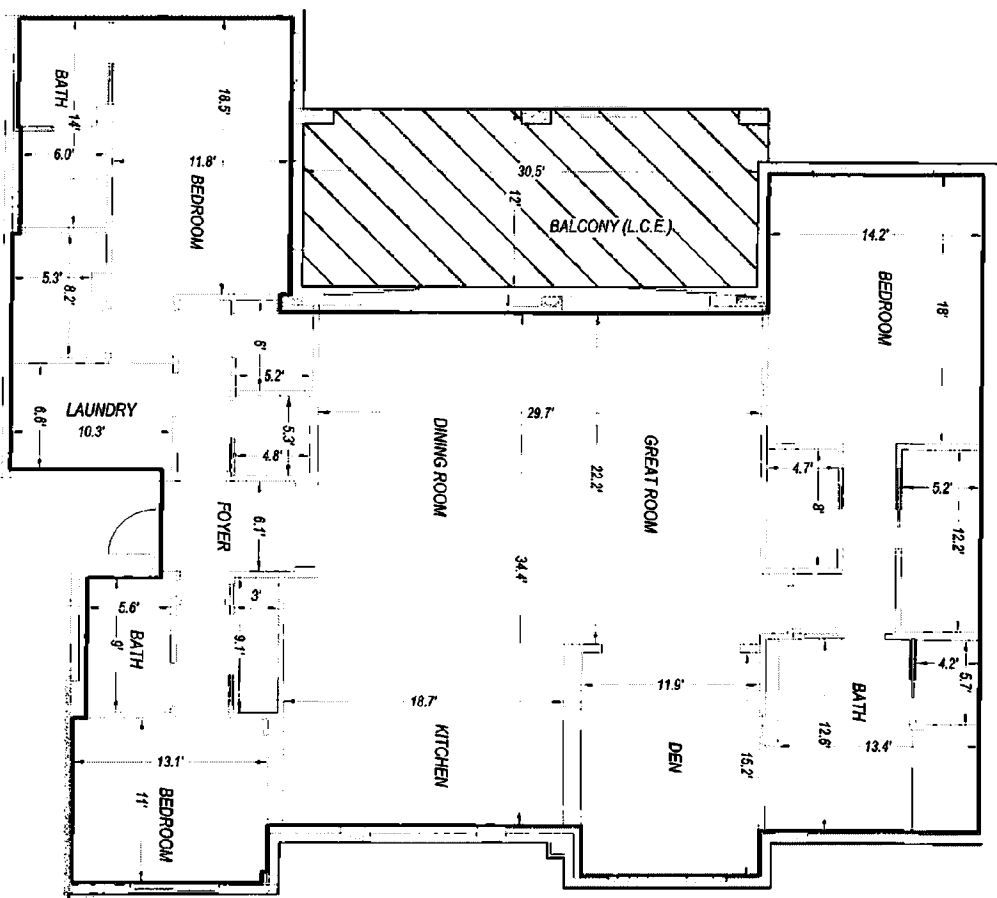
NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



CONDOMINIUM BOOK PAGE

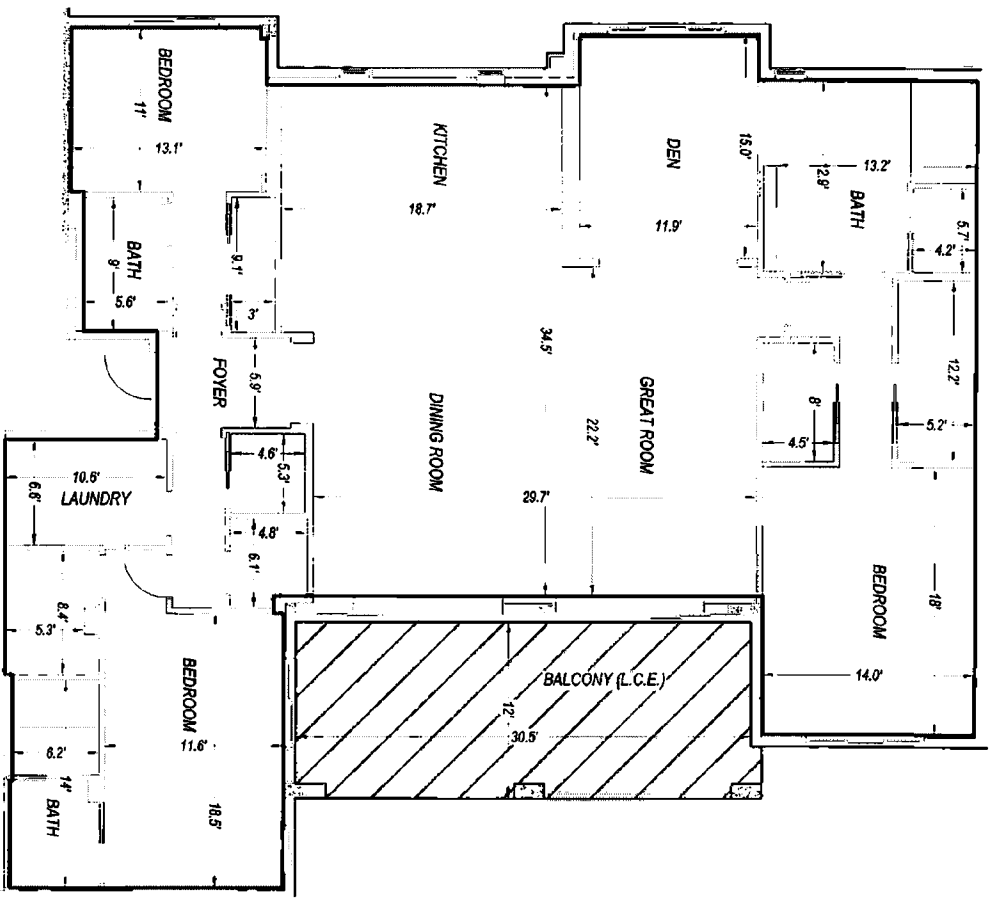
NOTES:
 1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES

UNIT 520



UNIT TYPE E2
 (BALCONY LEFT)

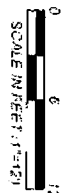
UNIT 510



UNIT TYPE E2
 (BALCONY RIGHT)

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING AND SURVEYING - LAND PLANNING
2271 WOODBURN BLVD., SUITE 100, WOODBURN, FLORIDA 32090
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



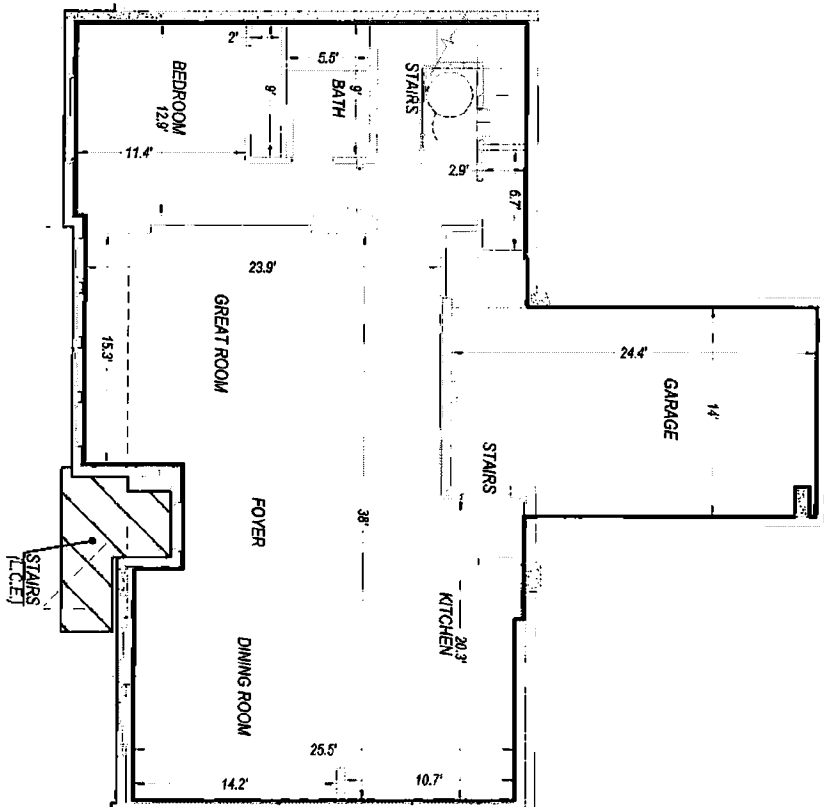
SEE NEXT PAGE FOR ADDITIONAL TYPE F UNITS

CONDOMINIUM BOOK PAGE

NOTES:

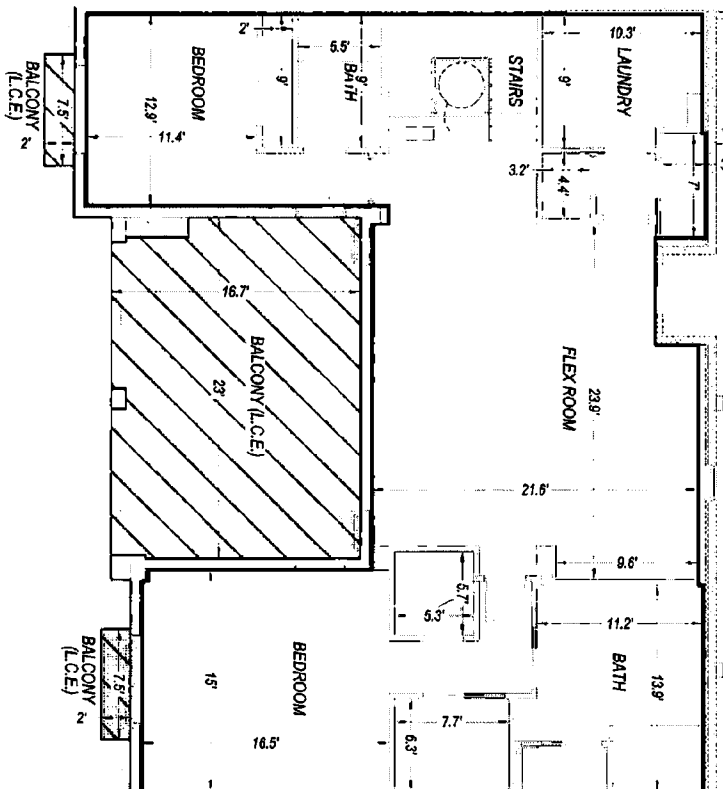
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

UNIT 107



FIRST FLOOR UNIT PLAN

UNIT TYPE F
(LAUNDRY LEFT)



SECOND FLOOR UNIT PLAN

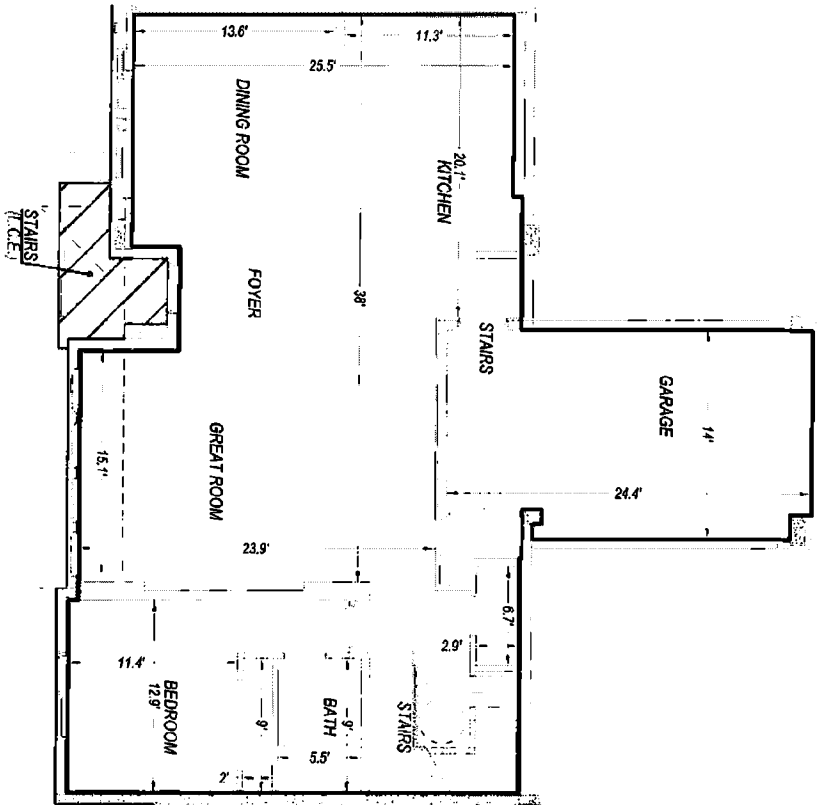
THIS INSTRUMENT PREPARED BY:
Barraco
 and Associates, Inc.
 CIVIL ENGINEERING, LAND SURVEYING - LAND PLANNING
 2271 MADISON BLVD., SUITE 100, FORT MYERS, FLORIDA 33902-2800
 PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION -
 ENGINEERING 7995 - SURVEYING 18-6940

NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

0 6 12
 SCALE IN FEET 1" = 12'

SEE NEXT PAGE FOR ADDITIONAL TYPE F UNITS

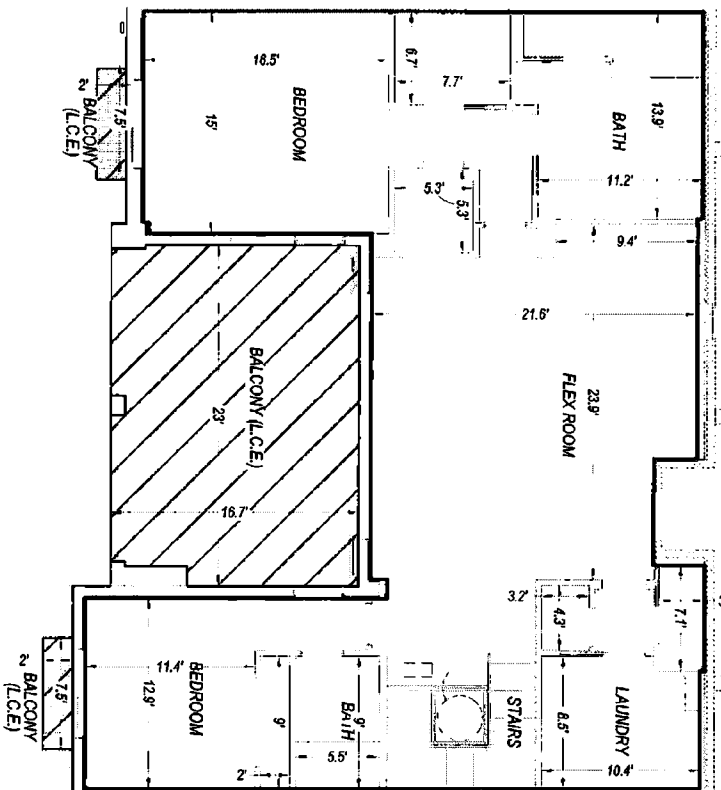
UNIT 105



FIRST FLOOR UNIT PLAN

UNIT TYPE F
 (LAUNDRY LEFT)

SECOND FLOOR UNIT PLAN



CONDOMINIUM BOOK PAGE
 NOTES:
 1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barbaco
 CIVIL, ENGINEERING, LAND SURVEYING, LAND PLANNING
 2271 W. STATE ROAD, SUITE 100, DUNEDIN, FLORIDA 33511
 PHONE (239) 461-3170 - WWW.BARBACO.NET FAX (239) 461-3169
 FLORIDA CERTIFICATE OF AUTHORIZATION
 ENGINEERING 7395 - SURVEYING 18690

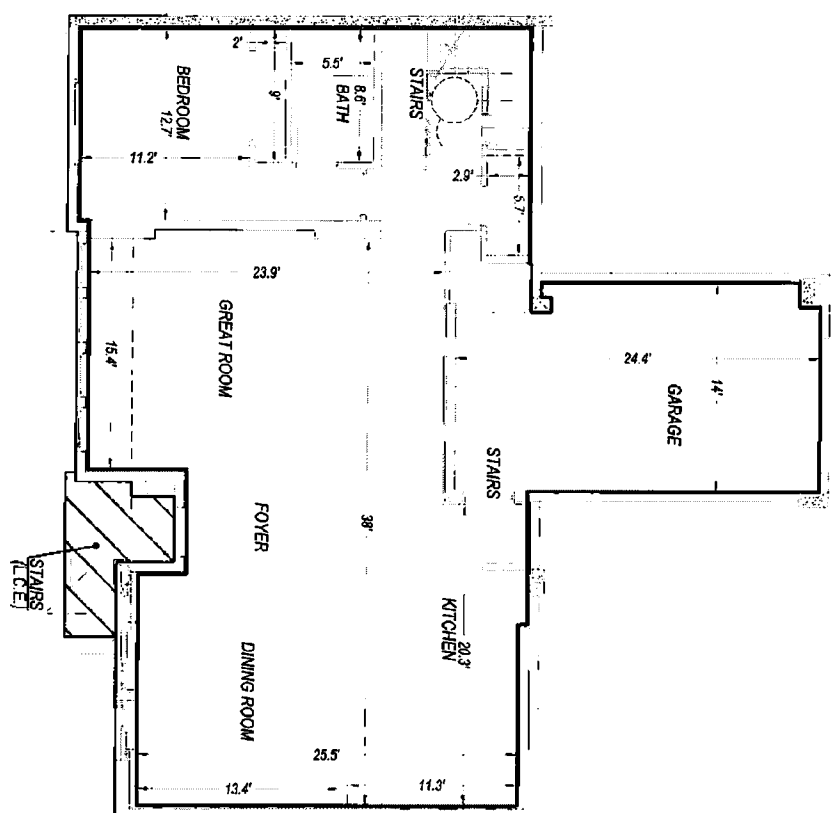
NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



SEE NEXT PAGE FOR ADDITIONAL TYPE F UNITS

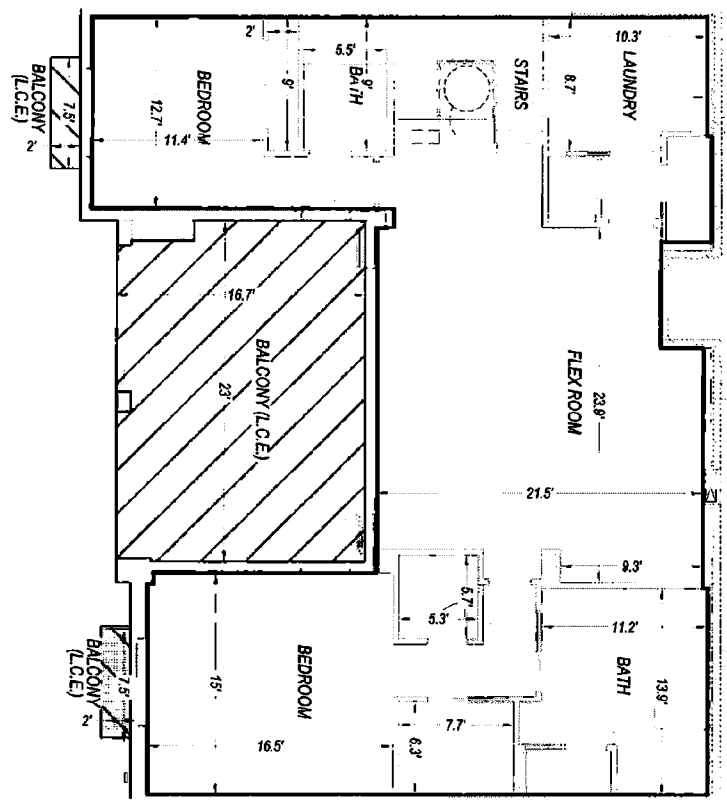
CONDOMINIUM BOOK	PAGE
NOTES:	
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.	

UNIT 117



FIRST FLOOR UNIT PLAN

**UNIT TYPE F
 (LAUNDRY LEFT)**



SECOND FLOOR UNIT PLAN

THIS INSTRUMENT PREPARED BY:
Barraco
 and Associates, Inc.
 CIVIL ENGINEERING AND SURVEYING - LAND PLANNING
 2271 W. GORRISON BLVD., SUITE 400, FORT MYERS, FLORIDA 33902-2800
 PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3189
 FLORIDA CERTIFICATE OF AUTHORIZATION -
 ENGINEERING 7395 - SURVEYING 18-6590

NAPLES SQUARE III, A CONDOMINIUM
 LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.



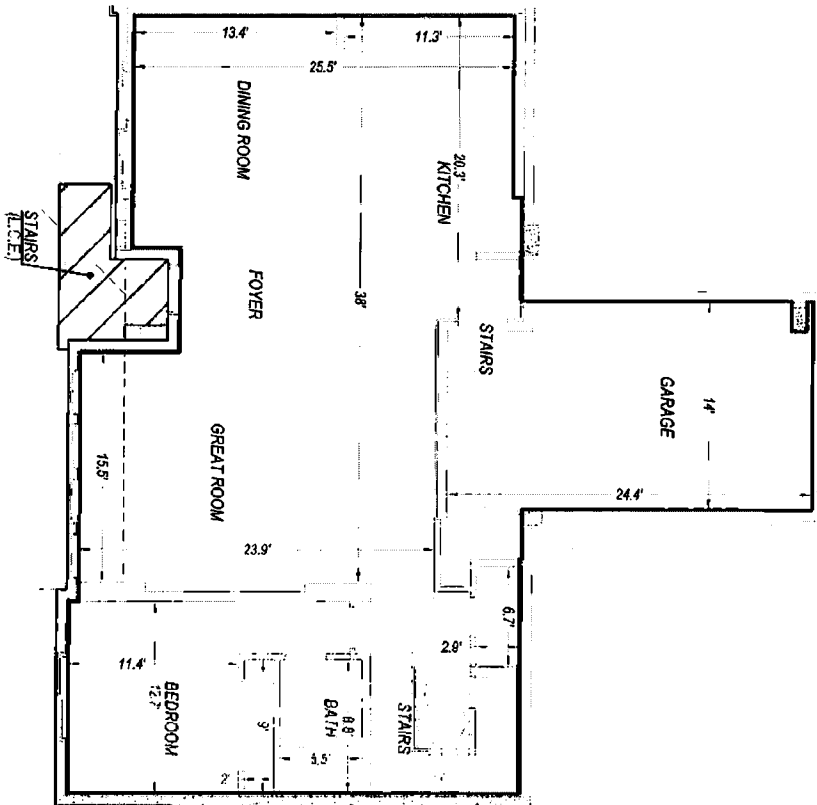
SEE NEXT PAGE FOR ADDITIONAL TYPE F UNITS

CONDOMINIUM BOOK PAGE

NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

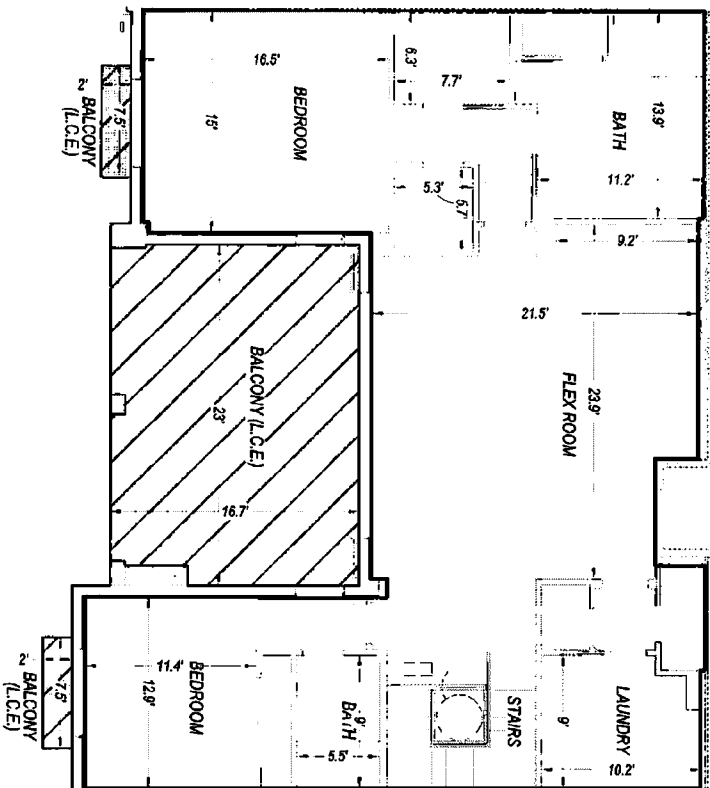
UNIT 119



FIRST FLOOR UNIT PLAN

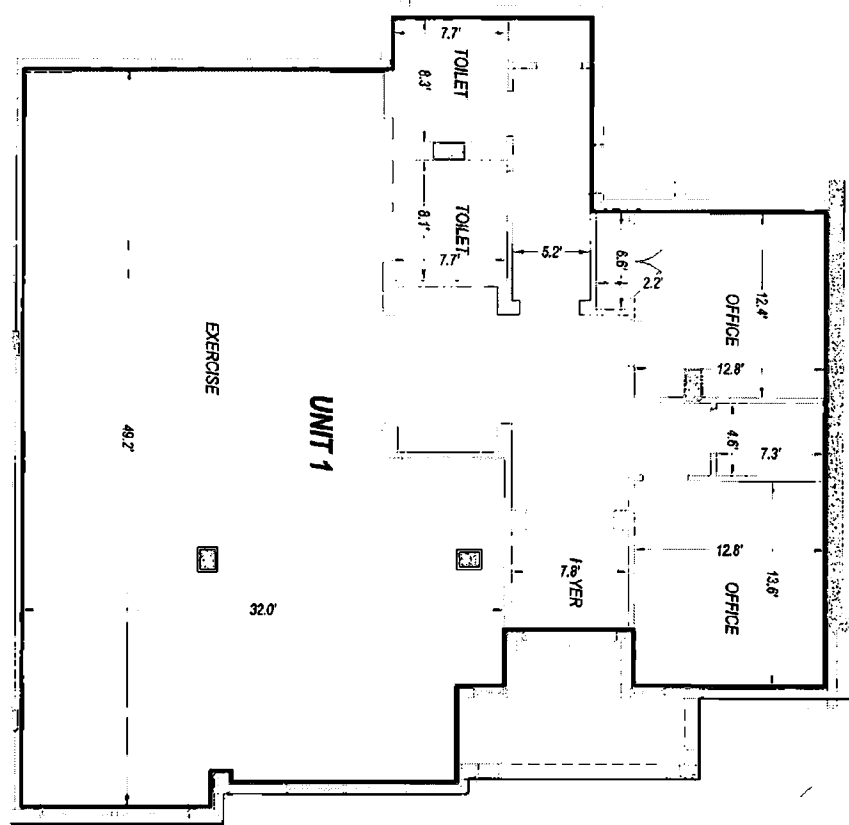
UNIT TYPE F
 (LAUNDRY LEFT)

SECOND FLOOR UNIT PLAN



THIS INSTRUMENT PREPARED BY:
Barraco
CNA ENGINEERING, LAND SURVEYING AND PLANNING
2271 MAGNOLIA BLVD., SUITE 100, FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION -
ENGINEERING 7965 - SURVEYING 18-65940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

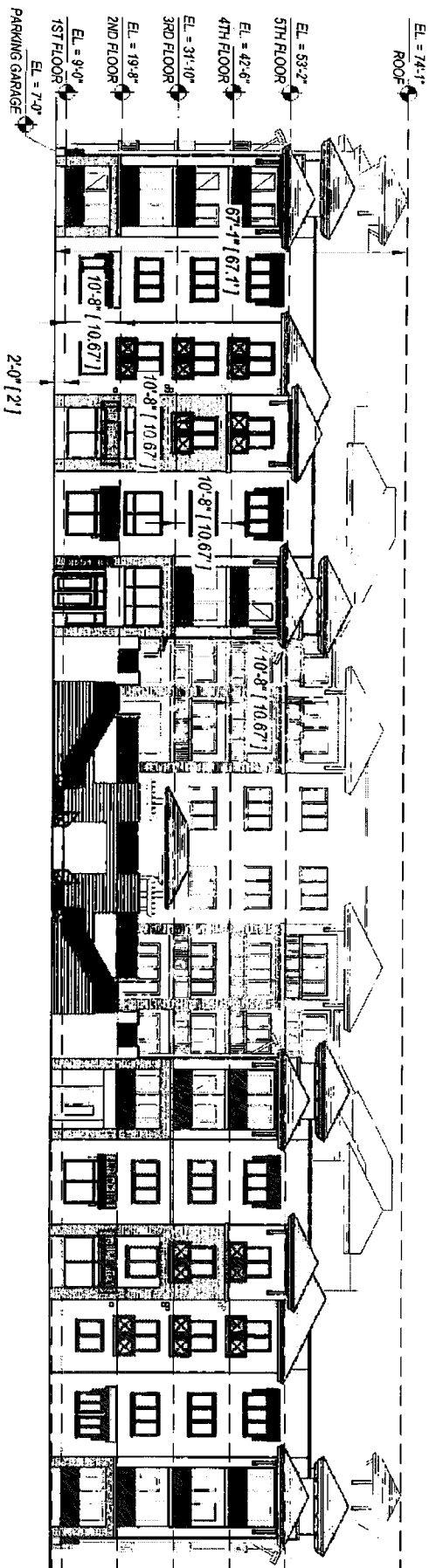


UNIT 1

CONDOMINIUM BOOK	PAGE
NOTES:	
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.	

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

CONDOMINIUM BOOK	PAGE
_____	_____



ELEVATION VIEW SOUTH

EXHIBIT "B" - DECLARATION OF CONDOMINIUM FOR NAPLES SQUARE III, A CONDOMINIUM

NOTES: _____

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

Prepared By:
 Brian J. Thanasiu
 Cheffy Passidomo, P.A.
 821 Fifth Avenue South, Suite 201
 Naples, FL 34102
 239-261-9300

AFFIDAVIT OF SURVEYOR

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Scott A. Wheeler ("Affiant"), who deposes and says:

1. I am a licensed surveyor in the State of Florida, Professional Surveyor & Mapper Fla. License No. 5949.

2. This affidavit is made with regard to the following described property (the "Property"):

A tract or parcel of land lying in Tract "3" of the record plat "NAPLES SQUARE", as recorded in Plat Book 58, Page 84, of the Public Records of Collier County, lying in Section 3, Township 50 South, Range 25 East, City of Naples, Collier County, Florida, said tract or parcel of land being more particularly described as follows:

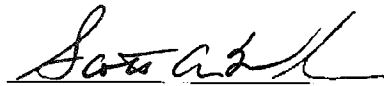
COMMENCING at the Northeasterly corner of said Tract "3" run S49°27'07" W for 13.29 feet to the POINT OF BEGINNING.

From said Point of Beginning run S06°35'38" E for 288.96 feet; thence run S38°24'22" W for 14.14 feet; thence run S83°24'22" W for 259.61 feet; thence run N51°35'38" W for 14.14 feet; thence run N06°35'38" W for 288.96 feet; thence run N83°24'22" E for 279.61 feet to the POINT OF BEGINNING.

Containing 1.92 acres, more or less.

Bearings hereinabove mentioned are based on the East line Tract "3" of said record plat to bear N06°35'38" W.

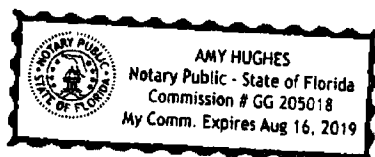
3. In accordance with generally accepted surveying principles, the provisions of Ch. 472, Florida Statutes and the Standards of Practice for Land Surveying, Chapter 5J-17.050 thru 052, F.A.C., I hereby certify that the Property, as described in that certain Plot Plan and Boundary Survey prepared by me, which identifies the location of Naples Square III, a Condominium, appropriate excerpts of which being attached hereto and incorporated herein as Exhibit "A", lies entirely within Tract "3" of Naples Square, according to the map or plat thereof, as recorded in Plat Book 58, Pages 84 through 85, Public Records of Collier County, Florida.


 Scott A. Wheeler

STATE OF FLORIDA
 COUNTY OF COLLIER

The foregoing instrument was sworn to and subscribed before me this 30 day of April, 2019, by Scott A. Wheeler, who ☒ is personally known to me or ☐ has produced , as identification.

(Seal)



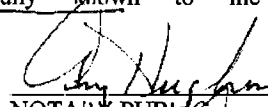
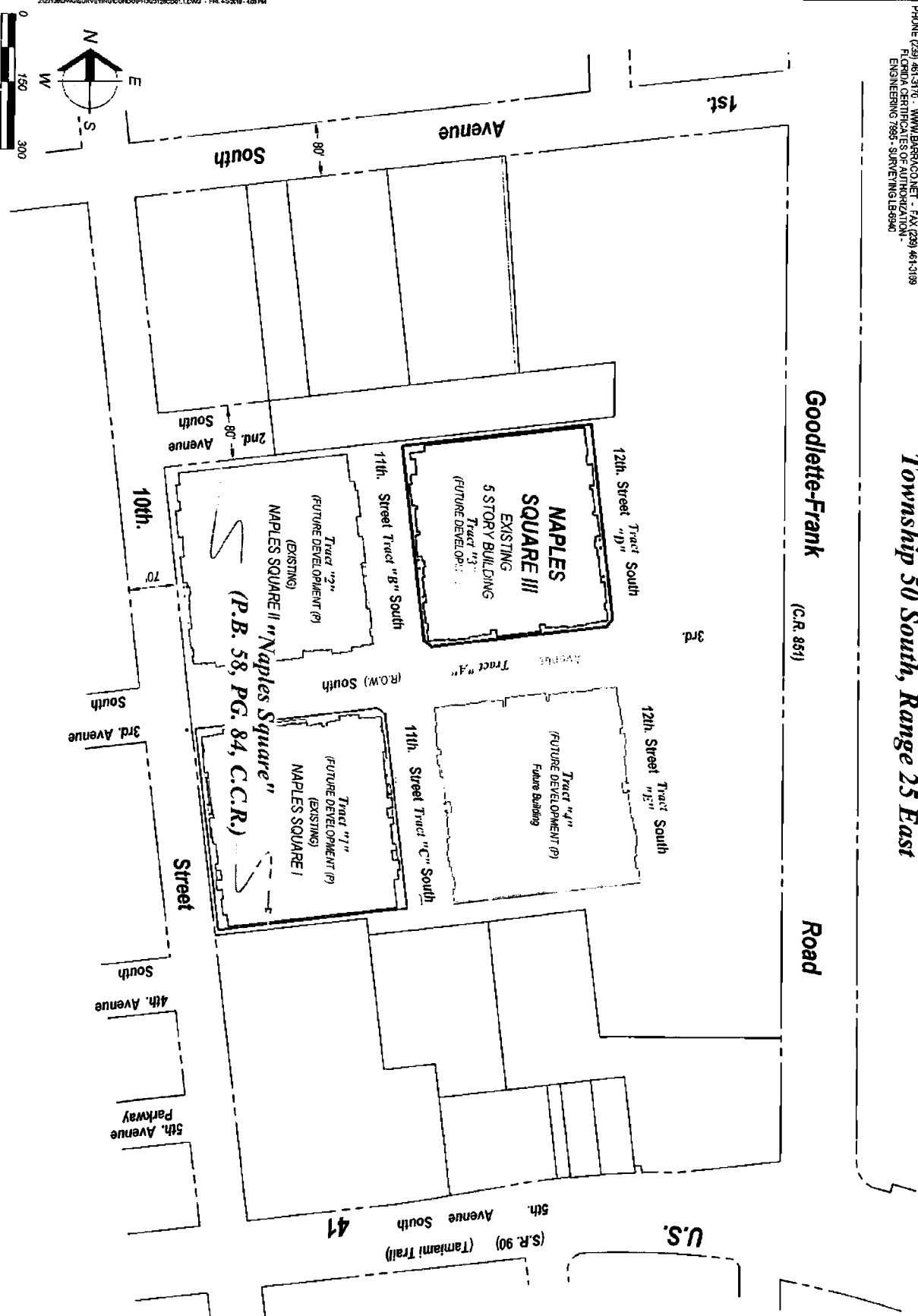

 NOTARY PUBLIC
 Printed Name: Amy Hughes
 My Commission Expires: Aug 16, 2019

Exhibit "A"

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E., S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, SURVEYING AND PLANNING
2271 W. BERRY AVE., SUITE 200, DUNEDIN, FL 33511
FORT MYERS, FL 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3199
FLORIDA CERTIFICATE OF AUTHORIZATION -
ENGINEERING 7895 - SURVEYING 186940

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.
Section 3
Township 50 South, Range 25 East

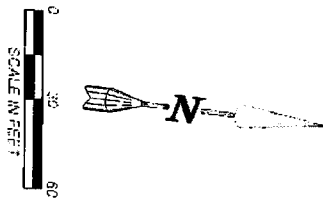


NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.
CIVIL ENGINEERING, SURVEYING, AND PLANNING
2271 W. GARDEN LANE, SUITE 100, FORT MYERS, FLORIDA 3660-2800
PHONE (239) 461-3170 - WWW.BARRACONET - FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7895 - SURVEYING LB6940

NOTES:

1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES



**PLOT PLAN
AND
BOUNDARY
SURVEY**

**Section 3
Township 50 South,
Range 25 East**

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

CONDOMINIUM BOOK PAGE

**POINT OF
COMMENCEMENT**

Northeasterly of Tract "3"

**POINT OF
BEGINNING**

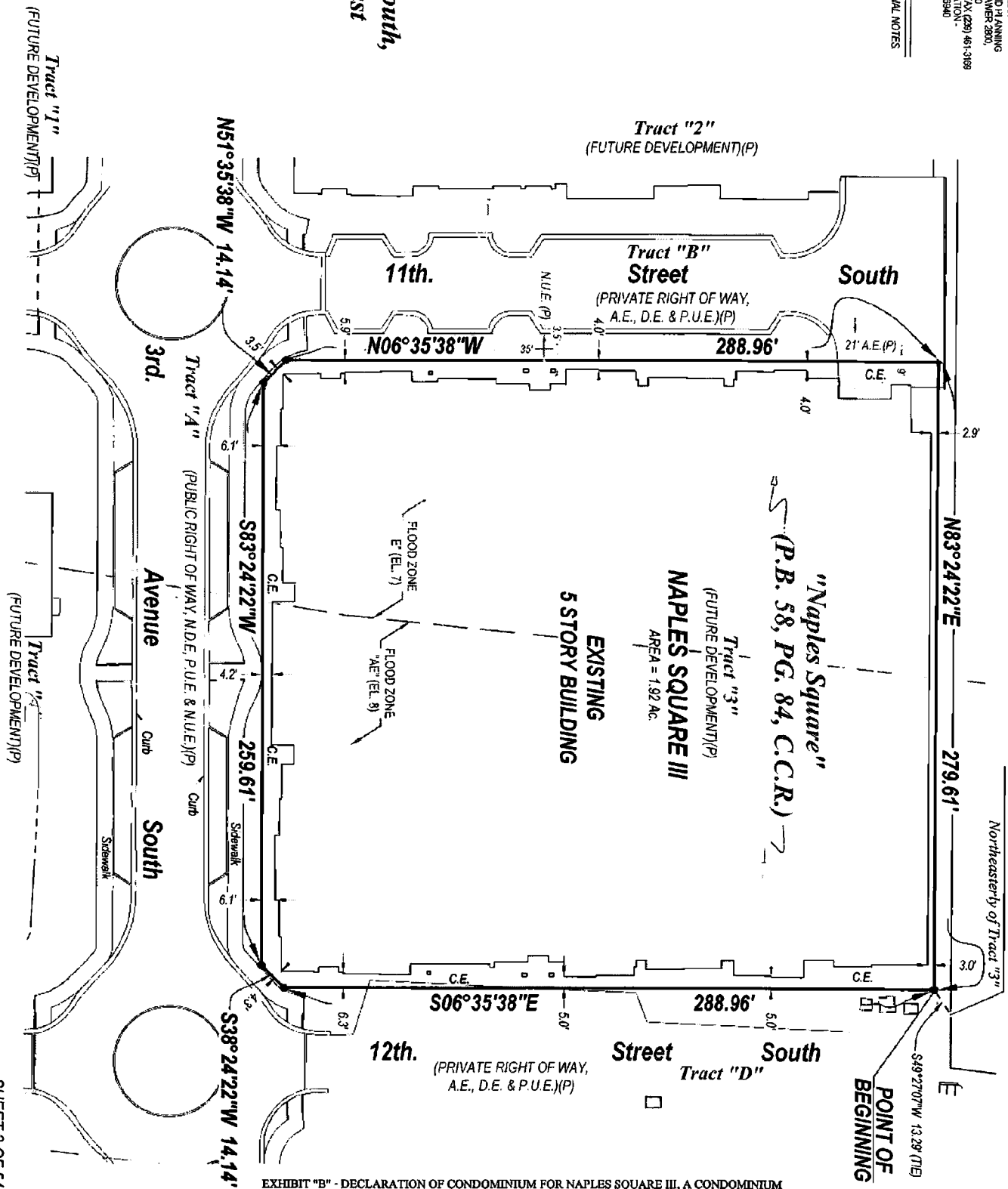


EXHIBIT "B" - DECLARATION OF CONDOMINIUM FOR NAPLES SQUARE III, A CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.E.S.M.
Barraco
and Associates, Inc.
CONS. ENGINEERING, LAND SURVEYING, LAND PLANNING
2271 MAGNOLIA BLVD., SUITE 100, P.O. BOX 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE: (239) 461-3170 - WWW.BARRACO.NET - FAX: (239) 461-3189
FLORIDA CERTIFICATE OF AUTHORIZATION:
ENGINEERING 7995 - SURVEYING 18-8840

NAPLES SQUARE III, A CONDOMINIUM
LYING IN SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA.

CONDOMINIUM BOOK PAGE

DESCRIPTION OF CONDOMINIUM:

NOTES:
1. SEE SHEET 1 FOR LEGEND AND ADDITIONAL NOTES.

A tract or parcel of land lying in Tract "3" of the record plat "NAPLES SQUARE", as recorded in Plat Book 58, Page 84, of the Public Records of Collier County, lying in Section 3, Township 50 South, Range 25 East, City of Naples, Collier County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeastly corner of said Tract "3" run S49°27'07" W for 13.29 feet to the POINT OF BEGINNING.
From said Point of Beginning run S06°35'38" E for 288.96 feet; thence run S38°24'22" W for 14.14 feet; thence run S83°24'22" W for 259.61 feet; thence run N51°35'38" W for 14.14 feet; thence run N06°35'38" W for 288.96 feet; thence run N83°24'22" E for 279.61 feet to the POINT OF BEGINNING.
Containing 1.92 acres, more or less.

Bearings hereinabove mentioned are based on the East line Tract "3" of said record plat to bear N06°35'38"W.

EXHIBIT C
ARTICLES OF INCORPORATION

NISODUW8451

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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T. SCOTT



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15 AUG 26 AM 11:20

COVER LETTER

Department of State
 Division of Corporations
 P. O. Box 6327
 Tallahassee, FL 32314

SUBJECT: Naples Square III Condominium Association, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
 Filing Fee

☒ \$78.75
 Filing Fee &
 Certificate of
 Status

☐ \$78.75
 Filing Fee
 & Certified Copy

☐ \$87.50
 Filing Fee,
 Certified Copy
 & Certificate

ADDITIONAL COPY REQUIRED

FROM: John M. Passidomo

Name (Printed or typed)

821 5th Avenue South

Address

Naples, Florida 34120

City, State & Zip

239-261-9300

Daytime Telephone number

kwelks@ronto.com

E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

15 AUG 26 AM 11:20

**ARTICLES OF INCORPORATION
OF
NAPLES SQUARE III
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

NAME: The name of the corporation, herein called the "Association" is Naples Square III Condominium Association, Inc., and its initial office is 3185 Horseshoe Drive S., Naples, FL 34104.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 4 of the Declaration of Condominium to which these Articles are a recorded exhibit shall apply to the same terms when used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Naples Square III, a Condominium, located in Collier County, Florida. The Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit. No earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as specifically limited or modified by these Articles, the Declaration of Condominium or Chapter 718, Florida Statutes, as it may hereafter be amended, including without limitation the following powers and duties:

- (A) To levy and collect assessments against the units to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property.
- (C) To insure the condominium property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty, and to further improve the property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.
- (F) To approve or disapprove the transfer of ownership, leasing and occupancy of units, if authorized to do so in the Declaration of Condominium.

(G) To enforce the provisions of the Condominium Act, the condominium documents and any rules and regulations of the Association.

(H) To contract for the management and maintenance of the condominium property, and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required by law or by the Declaration of Condominium to be exercised by the Board of Directors or the members of the Association.

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

(J) To make agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

(K) To borrow money if necessary to perform its other functions hereunder.

All funds and the title to all property acquired by the Association shall be held by it in trust, and used for the benefit of the members in accordance with the provisions of the Condominium Documents.

ARTICLE IV

MEMBERSHIP:

(A) The members of the Association are all record owners of legal title to one or more units in the Condominium, as further provided in the Bylaws.

(B) The share of each member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.

(C) The owners of each unit, collectively, shall be entitled to one indivisible vote in Association matters, as further set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

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

ARTICLE VII

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors shall be elected by the members in the manner determined by the Bylaws. Directors may be removed from office, and vacancies on the Board of Directors filled in the manner provided in the Bylaws, unless otherwise required by law.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors, and they shall serve at the pleasure of the Board.

ARTICLE VIII

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

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Directors, or by written petition to the Board of Directors signed by at least 20% of the Voting Interests of the Association.
- (B) Procedure. If any amendment to these Articles is so proposed, the proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least 75% of the Voting Interests, present in person or by proxy, at any annual or special meeting called for that purpose, or if it is approved in writing by the owners of at least a majority of the Voting Interests without a meeting, provided that notice of the proposed amendment has been given or mailed to the members of the Association, and that the notice contains the text of the proposed amendment.
- (D) Effective Date. An amendment which is duly adopted shall become effective upon filing with the Florida Secretary of State, and subsequently recording a certified copy in the Public Records of Collier County, Florida, with the same formalities as are required for the recording of an amendment to the Bylaws.

ARTICLE IX

INITIAL DIRECTORS AND OFFICERS: The initial Directors and Officers of the Association shall be:

Director and President
Anthony Solomon
3185 Horseshoe Drive S.
Naples, FL 34104

Director and Vice President
Andy Hjortaas
3185 Horseshoe Drive S.
Naples, FL 34104

Director, Secretary and Treasurer
Karen E. Welks
3185 Horseshoe Drive S.
Naples, FL 34104

ARTICLE X

INITIAL REGISTERED AGENT AND OFFICE:

The initial registered agent and office shall be:

Karen E. Welks
3185 Horseshoe Drive S.
Naples, FL 34104

ARTICLE XI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be made a party because of his being, or having been, a Director or officer of the Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) 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.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.


(C) A transaction from which the Director or officer derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a member.

(E) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approve the settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or officer may be entitled.

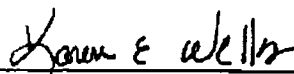
WHEREFORE the incorporator of the above named corporation, Anthony Solomon, having an address of 3185 Horseshoe Drive S., Naples, Florida 34104, has caused these presents to be executed this 21st day of August, 2015.



Anthony Solomon, Incorporator
3185 Horseshoe Drive S.
Naples, Florida 34104

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above-named corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity, and agree to comply with the provisions of the laws of the State of Florida, relative to keeping open said office.



Karen E. Welks, Registered Agent
3185 Horseshoe Drive S.
Naples, Florida 3104

EXHIBIT D
BY-LAWS

**BYLAWS
OF
NAPLES SQUARE III
CONDOMINIUM ASSOCIATION, INC.**

1. GENERAL. These are the Bylaws of Naples Square III Condominium Association, Inc., hereinafter the "Association", a corporation not for profit, organized under Florida law for the purpose of operating a residential condominium pursuant to the Florida Condominium Act.

1.1 Principal Office. The principal office of the Association shall be at the Condominium, or at such other place as the Board of Directors may determine.

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

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

2. MEMBERS. The members of the Association shall be the record owners of legal title to the Units.

2.1 Voting Interests. The members of the Association shall have the Voting Interest set forth in section 4.23 of the Declaration. The vote of a Unit is not divisible. If a Unit is owned by one natural person or one natural person acting as trustee, the right to vote is established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons or natural persons acting as trustees, the Unit's vote may be cast by any one of the record owners. If two or more owners of a Unit will not agree among themselves how their votes shall be cast on any question, the vote shall not be counted on that question. If the owner of a Unit is a corporation, the vote may be cast by the president or vice president of the corporation. If a Unit is owned by a partnership, any general partner may cast the vote.

2.2 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is to be given or evidenced on any matter, whether the subject of an Association meeting or not, such decision may be expressed by any person authorized in Section 2.1 above to cast the vote of the Unit, unless the written joinder or approval of all record owners is specifically required.

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

3. MEETINGS OF THE MEMBERS; VOTING.

3.1 Annual Meeting. The annual meeting shall be held each year between February 1st and April 1st, at a day, place and time designated by the Board of Directors, for the purpose of transacting any business authorized to be transacted by the members. At the time of the annual meeting, all ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Meetings. Special meetings of the members shall be held whenever called by the President or by a majority of the Directors, and may also be called by a majority of the Voting Interests of the Association. Business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings. Notices of a meeting of the members must be mailed, hand-delivered or electronically transmitted to each unit owner at least fourteen (14) days before the meeting and must be posted in a conspicuous place on the Condominium property at least (fourteen) 14 continuous days preceding the annual meeting. The Notice must state the time, date, and place of the meeting, and include a detailed agenda. Mailed notices must be sent to each member at the address last furnished to the association by the unit owner, hand delivered to each unit owner, or transmitted electronically to each member. Each member bears the responsibility for notifying the Association of any change of address. Any person entitled to receive notice of any meeting may waive notice altogether by written waiver. If ownership of a Unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting.

3.4 Notice of Annual Meeting; Special Requirements. At least sixty (60) days prior to an annual meeting, the Association shall mail to each Unit Owner entitled to vote, a first notice of the date of the annual meeting and election. Additionally, notice of the annual meeting, together with a detailed agenda, shall be posted in a conspicuous place on the Condominium property or Association Property for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda for the annual meeting shall also be sent by first class mail or electronically delivered at least fourteen (14) continuous days prior to the meeting to each Owner and an affidavit of the officer or other person responsible for mailing or electronically delivering the notice shall be retained in the Association records as proof of notice.

3.5 Quorum. A quorum at a duly called members meeting is attained by the presence, either in person or by proxy, of at least a majority of the Voting Interests of the Association. Once a quorum has been attained at a meeting, the subsequent withdrawal of some of the Voting Interests does not destroy the quorum until the meeting is finally adjourned.

3.6 Vote Required. The acts approved by the owners of at least a majority of the Voting Interests present in person or by proxy at a duly called meeting of the members at which a quorum has been attained shall be the acts of the members, except where a greater or different number of votes is required by law, or by any provision of the Condominium Documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish their presence and cast their vote by proxy. However, proxies shall in no event be used in electing the Board of Directors, except in elections to fill vacancies caused by recall. **“Limited proxies”** must be used for votes taken to waive reserves or financial statement requirements, to amend the Condominium Documents, and for all other matters for which the Condominium Act requires or permits a vote of the members, and may be used to establish a quorum. **“General proxies”** may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy is valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote of the Unit, and specify the date, time and place of the meeting for which it is given. The original must be delivered to the Secretary at or before the time of the meeting or continuance thereof. Holders of proxies need not be members. No proxy is valid if it names more than one person proxyholder, but the proxyholder has the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned, to be reconvened at a specific later time, date and place, by vote of a majority of the Voting Interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance as long as a quorum is attained.

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

3.10 Action by Members Without Meeting. Except for the holding of the annual meeting and the annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents, or other instruments expressing approval of the action proposed to be taken, are signed and returned by members having at least the minimum number of votes that would be necessary to approve the action at a meeting at which all of the Voting Interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Association shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this Section 3.10, the list of Unit Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

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

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be three (3). In order to provide for a continuity of experience, by establishing a system of staggered terms of office, in the first election in which Unit Owners other than the Developer elect a majority of the Directors, the number of Directors to be elected shall be three (3). The two candidates receiving the highest number of votes shall be elected for a term of two (2) years. All other candidates shall serve a term of one (1) year. If there are no more candidates than there are seats to be filled, the determination of who is elected to serve the longer terms shall be made among them by agreement, or by lot. Thereafter, all Directors shall be elected for one (1) year terms. A Director's term ends at the final adjournment of the annual election at which his or her successor is to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Except for Directors appointed by the Developer, each Director must be at least eighteen (18) years of age, and must also be a Unit Owner. However, only one member per Unit shall be eligible at any time to serve on the Board of Directors. A 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 rights restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership. Additionally, any member who is delinquent in the payment of any monetary obligation to the Association shall not be eligible for Board membership.

4.3. Annual Elections. At each annual meeting the members shall elect as many Directors as there are regular terms of Directors expiring or other vacancies to be filled by election. Any Unit Owner or other eligible person desiring to be a candidate shall give written notice to the Association of his or her intent not less than forty (40) days prior to the scheduled election. Directors shall be elected by a plurality of the votes cast in person at the annual meeting. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one (1) vote for any candidate, it being intended that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be elected. The votes may be broken by agreement among the candidates who are tied, or if there is no agreement, by a run-off election. Within 90 days after being elected or appointed to the Board, each newly elected or appointed director shall comply with the requirements of Section 718.112(d)4.b, Florida Statutes, as amended from time to time.

4.4 Vacancies. Except as otherwise provided by law for the filling of vacancies during the time when the Developer is entitled to appoint at least one Director, if the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

(B) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with the administrative rules of the Division of Florida Condominiums, Timeshares, and Mobile Homes governing the method of selecting successors, and providing for the operation of the Association during the period after the recall but prior to the designation of successor Directors sufficient to constitute a quorum.

4.5 Removal or Recall of Directors. Any or all Directors, except those appointed by the Developer, may be removed with or without cause by a majority vote of the total Voting Interests, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such time, day and place as may be fixed and announced by the Directors at the meeting in conjunction with which they were elected. Notice of the organizational meeting must be given in accordance with Sections 4.7 and 4.8 hereof.

4.7 Other Meetings; Notice to Directors. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or by a majority of the Directors. Notice of all meetings shall be given to each Director, personally or by mail, telephone or electronic transmission at least forty-eight continuous hours in advance of such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to the Unit Owners. A notice and agenda for each Board meeting shall be posted conspicuously on the Condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which a non-emergency special assessment or a rule restricting the use of Units is to be considered for any reason shall be mailed or transmitted electronically to each Owner at least fourteen (14) days before the meeting, and an affidavit of mailing/transmission shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The right of owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so.

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

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

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting while a quorum exists are the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable Florida Statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the prevailing point of view on any action taken, unless he or she voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

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

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

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

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If a committee has delegated to it the authority to act for and in the place of the Board, including the power to authorize the expenditure of funds, or to prepare a proposed budget, the committee shall conduct its meetings, and give notice of such meetings, with the same formalities as required for Board meetings.

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

(A) The Board may name as assistant officers persons who are not Directors in order to accommodate the absence or incapacity of any executive officer. During any emergency, the assistant officers shall have the same authority as the executive officers to whom they are assistant.

(B) The Board may relocate the principal office, specify alternate principal offices, or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given to only those Directors with whom it is practicable to communicate. The notice may be given in any practicable manner. The Director or Directors present at such a meeting shall constitute a quorum.

(D) Corporate action taken under this Section 4.16, in good faith during what is reasonably believed to be an emergency, to further the affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting under this Section 4.16 with a reasonable belief that his actions are lawful, and without good cause to believe that his or her actions are unlawful, shall incur no liability for doing so.

(F) These emergency Bylaws supersede any inconsistent or contrary provisions of the Bylaws during any emergency.

(G) For purposes of this Section 4.16, an “emergency” exists only when the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:

- (1) a state of emergency declared by local civil or law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) federal or state disaster area status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An “emergency” also exists for purposes of this Section 4.16 during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

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

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

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

5.4 Secretary. The Secretary shall attend meetings of the Board of Directors and of the members, and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. The Secretary need not be a member of the Association. The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

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

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

6.1 Depository. The Association shall maintain its funds in federally insured accounts or investments with such financial institutions doing business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

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

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing, and shall also include any other planned or foreseeable capital expenditure or deferred maintenance item with a current estimated cost of \$10,000.00 or more. The amount to be reserved shall be computed by a formula based upon estimated remaining useful life and estimated replacement cost of each item. These reserves shall be funded unless a majority of the Voting Interests, present in person or by proxy at a duly called meeting at which a quorum is present, vote to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce the funding of reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required in Section 6.2 above. Reserves funded under this paragraph, and any interest earned thereon, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority of the Voting Interests present in person or by proxy at a duly called meeting of the Association called for the purpose at which a quorum has been attained.

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or cash flow shortfalls. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

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

6.6 Special Assessments. Special assessments may be levied by the Board of Directors when needed to meet unusual, unexpected, or unbudgeted expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice to members that a special assessment has been levied must state the specific purpose(s) for the assessment. The funds collected must be spent for the stated purpose(s) or returned to the owners as provided by law.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 6, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

6.8 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, not later than ninety (90) days after the close of each fiscal year, the Board shall distribute to the owners of each Unit a financial report, as required by Section 718.111(13) of the Condominium Act.

6.9 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year.

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

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in Section 19 of the Declaration of Condominium, the following shall apply:

8.1 Fines and Suspensions. The Association may levy fines against the Owner of a Unit, or its occupant, licensee or invitee who fail to comply with any provision of the Declaration of Condominium, Rules and Regulations or other condominium documents. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by Section 718.303(3), Florida Statutes, as may be amended from time to time. The Association may also suspend, for a reasonable period of time, the right of the Owner of a Unit, or its occupant, licensee or invitee to use the Common Elements, common facilities, or any other Association Property, for failure to comply with any provision of the Declaration of Condominium, Rules and Regulations or other Condominium Documents. Any suspension of use rights shall not apply to Limited Common Elements intended to be used only by the Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The procedure for imposing fines and/or suspensions shall be as follows:

(A) Notice: The party against whom the fine and/or suspension is sought to be levied shall be afforded an opportunity for hearing after reasonable written notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A specific designation of the provisions of the Declaration, Bylaws or rules which are alleged to have been violated; and
- (3) The specific facts giving rise to the alleged violation(s).

(B) Hearing: At the hearing the party against whom the fine and/or or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of at least three (3) Unit Owners appointed by the Board, none of whom may be a Board member or a person residing in a Board member's home. If a majority of the committee does not agree with the fine or suspension, it may not be levied.

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

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

8.4 Suspension of Rights for Failure to Pay Assessments. If a Unit Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the voting rights of the Unit Owner, and may also suspend the right of the Unit Owner or the Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association Property until the monetary obligation is paid in full. Any suspension shall not apply to Limited Common Elements intended to be used only by the Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, private garages, or elevators, and no notice or hearing shall be required. A Voting Interest or consent right allocated to a Unit or member which has been suspended by the Association may not be counted towards the total number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action.

The suspension of rights shall end upon full payment of all obligations currently due or overdue the Association. No notice or hearing shall be required for a suspension imposed under this Section 8.4. All suspensions imposed under this Section 8.4 must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

9. TRANSFER OF ASSOCIATION CONTROL; DEVELOPER'S RIGHTS.

9.1 Transfer of Control of Board of Directors. The Developer shall transfer control of the Association to the Unit Owners as provided for in Section 21 of the Declaration of Condominium, to which these Bylaws are attached as an Exhibit.

9.2 Developer's Right to Designate Directors. The Developer has the power to appoint at least one Director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the total Units.

9.3 Notice of Elections; Turnover Meeting. Within seventy-five (75) days after Unit Owners other than the Developer become entitled to elect one or more Directors, the Association shall call, upon not less than sixty (60) days notice, and hold an election of the Director or Directors that the Unit Owners are entitled to elect. The election shall be held in conjunction with a meeting of the members, either special or annual. The turnover meeting and election may be called, and the notices given, by any Unit Owner if the Association fails to do so. All non-developer Unit Owners may vote in the election of Directors. The meeting in conjunction with which Unit Owners other than the Developer first elect a majority of the Directors is commonly referred to as the "turnover meeting". The election shall be valid as long as the owners of at least twenty percent (20%) of the Units cast a ballot, even if a quorum is not present.

9.4 Transfer of Association Control. Unit Owners other than the Developer assume control of the Association when they first acquire and exercise the right to elect at least a majority of the Directors. At that time the Developer must deliver to the Association all property of the Association held or controlled by the Developer, and all items and documents that the Developer is required to deliver or turn over under Florida law. The Developer, in its sole discretion, may turn over control of the Association before the statutory deadline by causing all of its appointed Directors to resign, whereupon it becomes the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control. As long as at least sixty (60) days notice of the 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 Unit Owners other than the Developer refuse or fail to assume control.

10. AMENDMENT OF BYLAWS. Except as otherwise provided in the Declaration of Condominium as to amendments made by the Developer, these Bylaws may be amended in the following manner:

10.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board or by petition to the Board signed by at least 20% of the Voting Interests of the Association.

10.2 Procedure. If an amendment to these Bylaws is so proposed, the proposed amendment shall be submitted to a vote of the Unit Owners not later than the next annual meeting for which proper notice can be given at the time the amendment is so proposed.

10.3 Vote Required. Except as otherwise provided by law or by the Condominium Documents, a proposed amendment shall be adopted if it is approved by at least 75% of the Voting Interests present in person or by proxy at any annual or special meeting called for that purpose at which a quorum is present, or without a meeting in accordance with Section 3.10 above, provided that notice of the proposed amendment is first given to the Unit Owners in accordance with law.

10.4 Certificate of Amendment; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate attesting that the amendment was duly adopted, which certificate shall be signed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate, with a copy of the amendment attached, is recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Condominium was originally recorded.

11. MISCELLANEOUS.

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

11.2 Severability. Should any part of these Bylaws be declared void or become unenforceable, the remaining Bylaws shall remain in full force and effect.

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



Crystal K. Kinzel
Clerk of the Circuit Court and Comptroller

Official Receipt

Customer	Deputy Clerk	Clerk Office Location
Auri Burnham SIMPLIFILE LC 5072 N 300 W PROVO, UT 84604-5652	Mary L. Luckey mary.luckey@collierclerk.com 239-252-7242	Collier County Govt. Center Building LA, 2nd Floor 3315 Tamiami Trl E Ste 102 Naples, Florida 34112-4901

1 Document Recorded

DOC TYPE	INSTRUMENT	BOOK	PAGE	AMOUNT
Declaration of Condominium	5707642	5625	3558	\$1,125.50

1 Product

QUANTITY	DESCRIPTION	UNIT COST	AMOUNT
1	Corrected: OR Recording:Declaration of Condominium (Instrument: 5707642 Book: 5625 Page: 3558) (1)	(\$2.00)	(\$2.00)
TOTAL AMOUNT DUE			\$1,123.50
Deposit Account#: S-41050			(\$1,125.50)
Original Balance:			\$0.00
(5/6/2019 10:01:53 AM) Deposit Account#: S-41050			\$2.00
BALANCE DUE			\$0.00

Note:
5/3/2019 2:11:16 PM Mary L. Luckey: Batch Name: 163838
5/6/2019 10:01:53 AM(1) Receipt Updated by: Deputy Clerk Katrish A Pugh
Disclaimer: All transactions are subject to review/verification. The Clerk reserves the right to correct for clerical errors and to assess or refund charges as needed.