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JH
#23
FARR LAW FIRM

DECLARATION OF CONDOMINIUM

FOR

PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

Record and Return to:
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80

DECLARATION OF CONDOMINIUM

FOR

PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

This Declaration of Condominium of Paradise Pointe at Charlotte Harbor, a Condominium is made by AAA INNOVATION, LLC, a Florida limited liability company (hereinafter, together with its successors and assigns, referred to as "Developer").

1. INTRODUCTION AND SUBMISSION.

1.1 The Land. The Developer owns the fee title to certain land located in Charlotte County, Florida, more particularly described and depicted on the boundary survey and Condominium Plot Plan contained in Exhibit "A" attached hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land legally described on Exhibit "A" attached hereto, together with all improvements from time to time erected or to be installed thereon, to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act, subject to the reservations, easements and restrictions contained herein, but excluding therefrom, however, all public utility installations owned by the utilities furnishing services to the Condominium, (excluding all telecommunications installations e.g., cable television and/or other receiving or transmitting lines, fiber, technology wires, antennae and other equipment, the ownership of which is reserved to the Developer and/or its assigns, who may include the provider in the agreement allowing the installation of same). The surveyor's certificate of substantial completion is attached on Exhibit "A". This Declaration is not effective until it is recorded in the public records of Charlotte County, Florida.

1.3 Property Subject to Certain Restrictions and Easements. The Condominium Property (defined below) is subject to the covenants, conditions, restrictions, and reserved rights of the Developer all contained in this Declaration. The Condominium Property is also subject to all other easements, conditions and restrictions shown on the Condominium Plot Plan, contained in any future amendments to this Declaration, or otherwise declared by the Developer pursuant to reserved rights contained herein.

1.4 Name. The name of the condominium is PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM (the "Condominium").

1.5 The Florida Condominium Act. The Florida Condominium Act (defined below), as the same exists on the date of recordation of this Declaration in the public records, is incorporated herein by reference and made a part hereof.

2. DEFINITIONS.

For purposes of this Declaration and the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning or a specific limited meaning is intended:

2.1 The Act or the Condominium Act means the Florida Condominium Act (Chapter 718, Florida Statutes), as it exists on the date of recording this Declaration in the public records.

2.2 Articles or Articles of Incorporation means the Articles of Incorporation of the Association, as amended from time to time. The original Articles of Incorporation are attached hereto as Exhibit "B".

2.3 Assessment means a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against a Unit.

2.4 Association means PARADISE POINTE AT CHARLOTTE HARBOR CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.

2.5 Association Property means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

2.6 Board of Directors or Board means the Board of Directors of the Association.

2.7 Building(s) means the structures in which the Units, the Limited Common Elements and the Common Elements are located, which are located on the Condominium Property.

2.8 Bylaws mean the Bylaws of the Association, as amended from time to time. The original Bylaws are attached hereto as Exhibit "C".

2.9 Charge or Fee means any legal or equitable indebtedness incurred by the Association on behalf of the Unit, Unit Owner or Occupant that cannot be secured by a lien for Assessments. Said charge or fee shall be secured by a common law lien for charges against the Unit.

2.10 City means the City of Punta Gorda, Florida.

2.11 Common Elements mean and include the portions of the Condominium Property which are not included within the Units. The common elements are described and delineated in greater detail throughout this Declaration. The surface water management system located on the Condominium Property, if any, is a common element, including drainage easements, and corresponding infrastructure, right-of-way or access easements, utility easements for corresponding sewer and potable water, and all easements serving the Condominium Property.

2.12 Common Expenses mean all expenses incurred by the Association for the operation, management, maintenance, insurance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, the costs incurred by the Association for services purchased by the Association for the benefit of the members and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws.

2.13 Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

2.14 Condominium means the form of ownership of real property created pursuant to the Act, which is comprised entirely of Units that may be owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in Common Elements. PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM, is the condominium created by this Declaration.

2.15 Condominium Parcel means a Unit, together with the undivided share in the Common Elements which is appurtenant to said Unit.

2.16 Condominium Plot Plan means the condominium drawings required by Section 718.104 of the Act and attached hereto as Exhibit "A".

2.17 Condominium Property means the Land, leaseholds, and personal property which have been submitted to condominium ownership under this Declaration, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.18 County means Charlotte County, Florida.

2.19 Declaration or Declaration of Condominium means this instrument and all exhibits attached hereto, as same may be amended from time to time.

2.20 Developer means AAA Innovation, LLC, a Florida limited liability company, and its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the public records of the County. Such assignment may be made on an exclusive or non-exclusive basis and may be an assignment of all or only portions of the rights of Developer hereunder; provided, however, that no such assignment shall make any assignee the Developer for purposes hereof unless such assignment specifically states that it is the parties' intent that such assignee becomes the Developer.

2.21 Division means the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation.

2.22 Guest means any person who is not the Unit Owner or a lessee or a member of the Unit Owner's or lessee's immediate family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Unit Owner or other legally permitted Occupant, without payment of consideration. Any person occupying a Unit for more than thirty (30) days in any ninety (90) day period shall not be deemed a guest but rather a tenant or permanent occupant and must be approved as provided herein below.

2.23 First Mortgagee means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association (FNMA), the

Federal Home Loan Mortgage Corporation (FHA) or an institutional lender, or the Developer, holding a first mortgage on a Unit or Units.

2.24 Life Safety Systems- means and refers to any and all emergency lighting, emergency generators 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 such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or the Condominium contains all such Life Safety Systems.

2.25 Limited Common Elements mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units and as shown on the Condominium Plot Plan or otherwise specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

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

2.27 Rules and Regulations. The Rules and Regulations which the Board is hereby authorized to adopt affecting the operation of the Association, the use of the Common Elements, Association Property and the Units. The Rules and Regulations may be amended from time to time by a vote of the Board of Directors.

2.28 Special Assessment means any assessment levied against Unit Owners other than the Assessment required by the annually adopted budget of the Condominium.

2.29 Turnover or Turnover Date means the date that the Association is transferred from Developer control as defined in the Bylaws and in Section 718.301 of the Condominium Act.

2.30 Unit or Condominium Unit is that portion of the Condominium Property which is subject to exclusive ownership, as further defined herein, and as delineated in the Condominium Plot Plan. The term Unit is often used synonymously herein with Condominium Parcel when meaning the sum total of an Owner's ownership interest in the Condominium.

2.31 Unit Owner or Owner means the record owner of legal title to a Condominium Parcel.

3. DESCRIPTION OF CONDOMINIUM.

3.1 Identification of Units. The Condominium consists of the Land and improvements constructed thereon, consisting of a single Building with 4 levels. There are a total of thirty-nine (39) residential units in the Building. The Units are located on levels 2-4 and a parking garage is on the 1st level. Each Unit is identified by separate numerical designation as shown on the Condominium Plot Plan and floor plans contained in Exhibit "A" attached hereto. There will pass with each Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be designated as the exclusive Limited Common Elements for such Unit; (c) an exclusive easement for the use of the airspace occupied by the Unit as it lawfully exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time, provided that the easement in airspace which is vacated from the Unit shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

3.2 Unit Boundaries. Each Unit consists of the following:

3.2.1 Upper, Lower, and Perimeter Boundaries. Each Unit consists of the volumes of space enclosed by the unfinished inner surfaces of perimeter walls, floors and ceilings reflected on the Condominium Plot Plan, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space.

3.2.2 Interior Walls. All interior dividing walls and partitions (including the space occupied by such interior walls and partitions) are part of the Unit, except that load-bearing interior walls and partitions are not part of the Unit.

3.2.3 Finishes, Coverings, and Drywall. The decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), ceilings and floors are part of the Unit including: all wallpaper, paint, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the Unit's interior. The drywall and/or gypsum board on the perimeter walls and ceilings are not part of the Unit, and are Limited Common Elements which are the responsibility for the Unit Owner to maintain.

3.2.4 Attics. Any attic space contiguous to a Unit is a Common Element and not part of the Unit, and said attic space may not be used by the Unit Owner nor the Association for storage purposes.

3.2.5 Doors, Windows, Apertures. Where there are openings in any boundary, including, without limitation, windows, exterior doors and skylights, the boundaries of the Unit extend to the interior unfinished surfaces of the coverings of such openings, and the frames thereof.

3.3 Timeshare Estates. Timeshare estates or interests may not be created with respect to any Units in the Condominium.

3.4 Limited Common Elements. Certain portions of the Common Elements may be Limited Common Elements appurtenant to each Unit, as defined herein and/or shown on the Condominium Plot Plan. This Section 3.4 identifies items that are Limited Common Elements. This Section 3.4 does not identify maintenance responsibilities for Limited Common Elements, some of which may belong to the Unit Owner, and some of which may belong to the Association. Maintenance responsibilities are contained in Section 8 of this Declaration.

Limited Common Elements include, without limitation, the following:

3.4.1 Areas Serving Less Than All of Units. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 8 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, whether specifically described in this Section 3.4 or not.

3.4.2 Windows and Doors. Windows, exterior doors, sliding glass doors, screens and all frames, casings and hardware therefor, are excluded from the Unit, and are Limited Common Elements.

3.4.3 Areas Designated on the Condominium Plot Plan. Any area labeled as a Limited Common Element on the Condominium Plot Plan or identified as being appurtenant to a Unit. In the event of any dispute as to the extent of any Limited Common Elements appurtenant to a Unit, the Condominium Plot Plan will control.

3.4.4 Balconies, and Lanais. All balconies and lanais which exclusively serve a Unit are Limited Common Elements to that Unit, along with all light and electrical fixtures and ceiling fans attached to the exterior walls or ceilings on said balcony or lanai.

3.4.5 HVAC Equipment. All equipment, fixtures, lines and installations located outside of the Unit, which furnish air conditioning or heating exclusively to that Unit, including the mounting rack on the roof of the Building on which is located the air-conditioning condenser and equipment serving the Unit.

3.4.6 Utilities. All electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits which exclusively serve the Unit, and any and all electric lines between the Unit and its individual service panel or meter.

3.4.7 Mailbox. The mailbox which exclusively serves a Unit.

3.4.8 Parking Spaces. The parking space(s) assigned to each Unit by the Developer in the manner set forth in Section 4 below, are a Limited Common Element to the Unit to which it is assigned ("Assigned Parking Space"). Each parking space is deemed assigned to the Developer until it is assigned to a Unit Owner.

3.5 Easements. In addition to any easements created under the Act or any other provisions of this Declaration, and in addition to any recorded easements affecting the Condominium Property, the following easements are hereby created:

3.5.1 Support. There shall be an easement of support and necessity in every portion of a Unit which contributes to the support of the Building, the Common Elements of the Condominium, the other Units within the Building.

3.5.2 Air Space. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in the event the Unit vacates such air space.

3.5.3 Utilities. Non-exclusive easements are hereby reserved unto the Developer, the Association and the Unit Owners, and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of electric, gas, and all other utility services (whether public or private), cable television, communications and security systems, Life Safety Systems, and other services which may serve the Condominium and the Units; provided, however, that these easements shall not permanently interfere with the residential use of the Units. A Unit Owner may not interfere with or impair, the provision of such electric, gas, utility services, cable television, communications & security systems, Life Safety Systems, and other services serving the Condominium and/or the Units or the use of these easements. The Association has an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits & other utility, cable television, communications and security systems, Life Safety Systems or other service or the use of these easements.

3.5.4 Drainage. A non-exclusive easement is also reserved unto the Developer and granted to the and the Association over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities The Association is responsible for the continuous maintenance of the surface water drainage system located on the Condominium Property. This obligation shall run with the land as do other provisions of the Declaration, and any local government authority that permitted the surface water drainage system, or Unit Owner may enforce this covenant and will be entitled to costs and fees which result from such enforcement. A Unit Owner may not interfere with or impair (including causing or allowing same) the drainage facilities or the drainage easements.

3.5.5 Maintenance. The Association (and its contractors, subcontractors, agents and employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for: (i) pest control purposes, (ii) for the maintenance, repair or replacement of any Common Elements or any portion of a Unit or Limited Common Element, if any, to be maintained by the Association, (iii) at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation (but without obligation or duty), to close exterior storm shutters, if any, in the event of the issuance of a storm watch or storm warning. The Association and its authorized agents shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas contemplated herein for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides the Association with a key. If the Association is not provided with a key to the Unit, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to his Unit, and also shall be responsible for any damage done to his Unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his Unit caused by the unavailability of a key.

3.5.6 Exterior Building Maintenance. An easement is hereby reserved on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors, subcontractors, agents and employees), to stage exterior maintenance, to perform roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment and to perform window or glass door washing or repairs and/or any other exterior maintenance and/or painting of the Building. Without limiting the preceding sentence, the Association shall have an easement through and across each balcony or lanai assigned as a Limited Common Element for the purpose of confirming the same is in compliance with this Declaration and to afford access to the Association (and its contractors, subcontractors, agents and employees) to perform any maintenance and alterations deemed necessary by the Board, in its sole discretion, to bring the same into compliance with this Declaration.

3.5.7 Service Easements. The Association, subject to the prior written consent of Developer, which consent shall be required so long as Developer holds Units for sale in the ordinary course of business, has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, communications and security systems, Life Safety Systems, or other utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, and to grant easements or relocate any existing easements in any portion of the Common Elements or Association Property, as the Association shall deem necessary or desirable for any purpose, including without limitation, 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 subject to Developer's prior written consent, as described above may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

3.5.8 Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or (c) any encroachment shall hereafter occur as a result of (i) construction of the Condominium improvements, (ii) settling or shifting of the Condominium improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Condominium improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

3.5.9 Access. A non-exclusive easement in favor of each Unit Owner and resident and their guests and invitees shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Parcels, unless such lien is subordinate to the rights of Unit Owners and the Association with respect to such easements.

3.5.10 Natural Growth and Overhanging Troughs and Gutters. There shall be easements for overhanging natural growth of trees and shrubbery over the Units, Common Elements and Limited Common Elements. There shall be easements for overhanging troughs and gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Units, Common Elements and Limited Common Elements.

3.5.11 Completion of Construction. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. Until such time as the Developer completes and sells all of the Units in the Condominium the Developer reserves the right to prohibit access to any portion of the Land, the Common Elements of the Condominium Property or uncompleted Units to any of the Unit Owners or Occupants of the Condominium, and to utilize various portions of the Common Elements or the Units in connection with such construction and development; provided, however, that no such actions by the Developer shall deny a Unit Owner the right of access to his Unit or the Common Elements or Limited Common Elements that provide such access. No Unit Owner or his guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction.

3.5.12 Sales and Leasing Activities. If Developer holds Units for sale in the ordinary course of business, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model units and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units within the overall Condominium, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease. During such time as the Developer, its successors or assigns, holds Units for sale in the ordinary course of business, the Unit Owners, their guests and invitees, shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees or its successors or assigns.

3.5.13 Conduits. Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements as originally constructed.

3.5.14 Condominium Plot Plan. All easements described or shown on the Condominium Plot Plan or created under the Act, including without limitation public utility and drainage easements over the Land for drainage and provision of utilities to the Units.

These easements and obligations shall run with the land as do other provisions of the Declaration, and any Unit Owner, the Association, or the Developer may enforce these easements and will be entitled to costs and fees which result from such enforcement. A Unit

Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of services contemplated or the use of the easements created under this Section. Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees and guests. Unless specifically stated otherwise, all easements referred to herein shall be non-exclusive easements.

3.6 Special Easements and Rights to Grant Easements.

3.6.1 Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas and other utility systems, cable television, security systems, communications service and other easements pertaining to the construction, maintenance and operation of such equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property, with the power to relocate any such existing easements in any portion of the Condominium Property and/or Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for residential purposes.

3.6.2 Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association the power to assign, non-exclusive easements over, under, upon and through the Condominium Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

3.6.3 Developer hereby reserves unto itself and its successors and its assigns non-exclusive easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees and guests, within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

3.6.4 Private Rooftop Equipment. A non-exclusive easement in favor of the Developer and its successors and assigns, and their respective designees, contractors, subcontractors, employees and assigns, is hereby reserved, to the fullest extent permitted by law, to allow the Developer and its designees, contractors, subcontractors, employees and assigns to install mechanical equipment, antennas, dishes, receiving, transmitting, monitoring and/or other equipment or items which Developer may elect to install (the "Private Rooftop Equipment"), whether for itself or any third party, upon the roof of the Building and/or upon any mechanical installations located upon the roof. Without limiting the generality of the foregoing, easements in favor of the Developer and its designees, contractors, subcontractors, employees and assigns shall exist: (i) for pedestrian traffic over, through and across the Common Elements as may be necessary to access the Building rooftop(s), and (ii) to connect to the utility systems within the Condominium Property and over, through and across such other portions of the Condominium

Property as may be reasonably necessary to permit hook-up of any Private Rooftop Equipment, and (iii) over, in, under and upon such portions of the Condominium Property as may be reasonably necessary or appropriate for the installation, maintenance, repair, replacement and/or alteration of the Private Rooftop Equipment. Notwithstanding anything to the contrary contained in this Subsection, in exercising any of the easements granted herein, Developer and its designees, contractors, subcontractors, employees and assigns may not impair service to any Units and/or the Common Elements and must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

4. PARKING SPACES; RECREATIONAL FACILITIES.

4.1 Parking Spaces. All parking spaces located outside of the Building will be Common Elements available for parking by any Unit Owners or guests. Parking spaces inside the Building will be assigned to Units. Each parking space within the building will become a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described herein. Until such time as Developer is no longer offering Units for sale in the ordinary course of business, Developer hereby reserves and will have (and after such period the Association, acting through its Board, will have) the right (but not the obligation) to assign, with or without consideration, the exclusive right to use any parking space or spaces now or hereafter located within the Common Elements of the Condominium, if any, to one or more Units, whereupon each parking space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned.

4.1.1 Assignment of Parking Spaces. The original assignment by Developer to a Unit Owner of the use of a parking space shall be made by a written assignment, in which the particular parking space is described by the numerical designation for that respective parking space (the "Assigned Parking Space"). The numerical designation for each surface parking space is set forth on the Condominium Plot Plan, and will be painted on the surface of the parking space itself. The Association may maintain a parking space book ("Book") for the purpose of recording the current assignee of each Assigned Parking Space. Upon assignment of a parking space by Developer, the Unit Owner to which such use is assigned shall have the exclusive right to the use of such Assigned Parking Space, which shall be reserved as a Limited Common Element to such Unit and shall be deemed encumbered by and subject to any mortgage or claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of such Assigned Parking Space is appurtenant, the new Unit Owner receiving such title shall automatically be assigned the Assigned Parking Space to such Unit. Notwithstanding such automatic transfer of the Limited Common Element Assigned Parking Space, the Association may require the new Unit Owner to give satisfactory evidence to the Condominium Association of such title, and the Condominium Association may log such transfer in the parking space Book. The Developer reserves the right to retain, for its sole use and benefit, all revenue and fees from assigning parking spaces.

4.1.2 Assigned Parking Spaces may be exchanged between two Unit Owners, or the use of an Assigned Parking Space may be transferred by a Unit Owner to another Unit Owner provided that the transferor shall execute a written assignment which shall describe the Assigned Parking Space, the Unit to which it is appurtenant, the name of the transferee and transferee's Unit number, and furnish a true copy of the same to the

Association, which shall record such assignment in the parking space Book. Notwithstanding anything in this Article 4, each Unit in the Condominium must at all times have at least one Assigned Parking Space inside the parking garage.

4.1.3 The Association will maintain all parking areas and parking spaces (including the Assigned Parking Spaces). The Association may adopt Rules and Regulations regarding the use of the parking spaces including, but not limited to, requiring parking stickers, passes or access cards, and what types of vehicles may or may not be parked in parking spaces. No Unit Owner or resident of any Unit, and none of their guests and invitees, shall park in a parking space assigned to another Unit, without the permission of such Unit Owner.

4.1.4 Parking Area Flooding. EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT THE PARKING SPACES, ANY GUEST PARKING AREAS, AND PORTIONS OF THE PARKING GARAGE AREA MAY BE LOCATED BELOW THE FEDERAL FLOOD PLANE AND, ACCORDINGLY, IN THE EVENT OF FLOODING, VEHICLES AND/OR PERSONAL PROPERTY STORED THEREIN ARE SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE CONDOMINIUM ASSOCIATION IN INSURING THE COMMON ELEMENT PARKING SPACES AND FOR UNIT OWNERS, MAY BE HIGHER THAN IF THE SUBJECT AREAS WERE ABOVE THE FEDERAL FLOOD PLAN. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT, OR ACCEPTING THE ASSIGNMENT OF A PARKING SPACE, EACH UNIT OWNER, FOR HIMSELF, HIS FAMILY MEMBERS AND HIS LESSEES, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ALL RISKS TO VEHICLES AND/OR OTHER PERSONAL PROPERTY AND AGREES TO HOLD DEVELOPER AND THE CONDOMINIUM ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM ANY FLOODING IN THE AREAS CONTAINING PARKING SPACES.

4.2 Recreational Facilities. The Developer has not committed to construct any recreational facilities as a part of the Condominium; provided, however, that nothing contained herein shall prohibit Developer from constructing such recreational facilities within the Condominium Property as shall be determined by the Developer. In the event the Developer elects to construct any recreational facilities on the Condominium Property, such recreational facilities shall be Common Elements. The costs of maintenance, repair, replacement, operation and all other costs associated with such recreational facilities shall be Common Expenses.

5. RESTRAINT ON SEPARATION AND PARTITION OF COMMON ELEMENTS.

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

6. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.

6.1 Ownership Shares. The undivided share in the Common Elements and Common Surplus appurtenant to each Unit, as well as the undivided share of the Common Expenses to be paid with respect to each Unit, shall be computed on the following basis: each Unit shall have attributable thereto an undivided share in the Common Expenses and ownership of the Common Elements and the Common Surplus equal to a fraction, the numerator of which is one (1), and the denominator of which is thirty-nine (39), which is the total number of Units submitted to the Condominium.

6.2 Voting. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association. The total number of votes shall at all times be equal to the number of Units submitted to the condominium form of ownership under this Declaration and amendments hereto, provided, however, when the right to vote has been suspended pursuant to law the suspended voting interest 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 under the Act or this Declaration. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel in this Condominium, and the subsequent owner(s) taking title shall automatically become entitled to membership, subject to the approval of the Association.

7. AMENDMENTS.

7.1 Amendment by Unit Owners. Except as otherwise provided in this Declaration, the Condominium Act or the exhibits attached hereto, this Declaration (including the Condominium Plot Plan) may be amended by affirmative vote of the Owners of not less than two thirds (2/3rds) of the Units present and voting, in person or by proxy, at an Association meeting duly called for such purpose pursuant to the Bylaws; provided, however, that (1) no amendment to this Declaration shall be made which affects any of the rights and privileges provided to the Developer as defined herein without the written consent of such Developer, and (2) no amendment may change the configuration or size of a Unit in any material fashion without the written consent of the affected Unit Owner(s). All amendments under this Section shall be recorded and certified as required by the Act.

7.2 Amendment by Developer.

7.2.1 Amendment to Plan of Development and Declaration. Until Turnover, unless prohibited by law the Developer reserves the right to make amendments to this Declaration and its exhibits, or to the plan of development, as may be in the Developer's sole judgment, necessary or desirable. Such amendment need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, unless such amendment is also approved by such Unit Owner, all record owner(s) of all liens on the Unit(s) and at least a majority of the total voting interests of the Association.

7.2.2 Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision herein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate at Turnover.

7.2.3 Other Amendments by Developer. Until Turnover this Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purposes set forth and pursuant to Section 718.110(5), Florida Statutes; and for purposes of correcting clerical or scrivener's errors.

7.3 Amendment Pertaining to Storm Water Management System. Notwithstanding any provisions to the contrary contained herein, if there is a water management district permit for the Condominium Property, any amendment which will affect the storm water management system, including the management portion of the Common Elements, serving the Condominium must have the prior written approval of the governing water management district under the permit in order to be effective and binding.

7.4 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed by an Officer of the Association with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

7.5 Limitations. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this paragraph may not be amended in any manner without the consent of the Developer. If specifically required by FNMA, FHA, or FHLMC, no amendment of a materially adverse nature to the rights or interests of First Mortgagees may be made without the consent of

First Mortgagees that represent at least fifty one percent (51%) of the votes of the Units that are subject to First Mortgages, which consent shall not be unreasonably withheld. Except as specifically provided herein or specifically if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

8. MAINTENANCE AND REPAIRS.

Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

8.1 Association Maintenance.

8.1.1 Except as otherwise provided in this Declaration, the Association will manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements (other than those Limited Common Elements to be maintained by Unit Owners as provided herein), and including, without limitation the following:

8.1.1.1. all water and waste water lines and piping, electric and other utility lines and systems serving the Common Elements or more than one (1) Unit exclusively;

8.1.1.2. all parts of the buildings and structures within the Condominium that are Common Elements and not part of the Units , including without limitation all elevators and all interior corridor and lobby walls, with the exception of Limited Common Elements which are the listed as the responsibility of the Unit Owners in Section 8.2 below;

8.1.1.3. all landscaping, lawn and grass areas and irrigation systems within the Condominium Property;

8.1.1.4. all recreational facilities, amenities, personal property and Association Property affiliated therewith;

8.1.1.5. any and all gates and fencing located on the Condominium Property;

8.1.1.6. all parking areas and trash receptacle areas located on the Condominium Property;

8.1.1.7. painting the exterior surface of the entrance doors to the Units;

8.1.1.8. all windows and exterior doors and sliding glass doors and casings therefore (but not any hardware or screens), and all window caulking on the exterior of the Building;

8.1.1.9. railings and screens on balconies; and

8.1.1.10. fire alarm systems and sprinkler systems (if any), except that the Unit Owner shall be responsible for maintain smoke detectors located within the Units.

8.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of their own Unit and certain Limited Common Elements. The Unit Owner's responsibilities include, without limitation the following items, which are all either part of the Unit or a Limited Common Element as defined under this Declaration:

8.2.1 window screens, door and slider screens, and hurricane shutters;

8.2.2 all interior doors and the interior surface of all entrance and sliding glass doors to Units;

8.2.3 door and window hardware, locks and weatherstripping;

8.2.4 interior paint, finish, covering, wallpaper, drywall and decoration of all walls, floors and ceilings;

8.2.5 all built-in shelves, cabinets, counters, storage areas and closets;

8.2.6 any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within or serving the Unit, including all wiring and piping related thereto which serve the Unit (for purposes of reference herein, the Unit Owner is deemed the owner of all such air conditioning equipment and all wiring and piping related thereto regardless of such equipment, wiring and piping being located outside of the physical boundaries of the Unit);

8.2.7 all bathroom fixtures, equipment and apparatuses, including shower pans even if located outside the Unit boundary;

8.2.8 all electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits exclusively serving the Unit, and any and all electric lines between the Unit and its individual service panel or meter;

8.2.9 the circuit breaker panel and all electrical wiring going into the Unit from the panel;

8.2.10 all interior doors, non-load-bearing walls, and partitions;

8.2.11 all furniture, furnishings and personal property contained within the Unit; and

8.2.12 all other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder, and all other facilities or fixtures that are located or contained entirely within the Unit and serve only the Unit.

8.3 Board Designation of High-Risk Components. The Board of Directors may, from time to time, determine that certain portions of the Owners' units required to be maintained by the Owners, or certain objects or appliances within or serving the individual units, pose a particular risk of damage to other units and to the common elements if they are not properly inspected, maintained, repaired, or replaced. By way of example, but not limitation, these portions, objects, or appliances might include smoke detectors, dryer vents, water valves, water heaters, and air conditioners. Those items determined by the Board of Directors to pose such a particular risk are referred to as "high-risk components."

8.4 Requirements for Care of High-Risk Components. At the same time that it designates a high-risk component, or at a later time, the Board of Directors may, but will have no obligation to, require one or more of the following with regard to the high-risk component:

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

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

8.4.3 That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board of Directors.

8.4.4 That when it is repaired or replaced, the installation includes additional components of installation specified by the Board of Directors.

8.4.5 That it be replaced or repaired by contractors having particular licenses, training, or professional certification, or by contractors approved by the Board of Directors.

8.4.6 If the replacement or repair is completed by a Unit Owner, then it must be inspected by a person designated by the Board of Directors.

8.5 Other Unit Owner Responsibilities. The Unit Owner will also have the following responsibilities:

8.5.1 Balconies and Lanais. Each respective Unit Owner may utilize the portions of the balconies which are constructed adjacent to and connected with a Unit for the exclusive use of such Unit Owner, and the Unit Owner will be responsible for the maintenance of all items placed within such balconies.

8.5.1.1. In the event such balconies contain screening and structures associated therewith, the Unit Owner will be responsible for the Association's costs of maintenance, repair, replacement and reconstruction of all portions of such screening and the structures associated therewith in accordance with the Rules and Regulations of the Association; provided, however, the Association is responsible for railings as provided above, and the screening of any balcony or lanai will be permitted only in accordance with the applicable provisions of this Declaration and with the prior written approval of the Association. The

Association may, at its option, conduct screening repairs or replacements for safety or efficiency reasons, and charge the Unit Owner for such repair or maintenance.

8.5.2 Should any maintenance, repair or replacement of a portion of the Limited Common Elements which is the responsibility of the Association be made necessary by the act or negligence of a Unit Owner or by the lessees, servants, guests, invitees or licensees of a Unit Owner, then such Unit Owner shall be responsible therefor and the Association will have the right to levy a Charge against the Owner of said Unit to ensure compliance herewith.

In the event a Unit Owner fails to adequately maintain, as determined by the Board, those items for which such Unit Owner is responsible, said Unit Owner must adequately maintain said items after notice from the Association within a reasonable time after such notice, if a Unit Owner fails to adequately maintain said items, the Association will have all rights and remedies provided in Section 20 of this Declaration.

8.6 Incidental Damage. The Association is responsible to repair damage caused to the Unit or Limited Common Elements when said damage was made necessary in order for the Association to fulfill its obligation to maintain, repair or replace the Common Elements or any property within the Unit which is required to be maintained by the Association. However, the Association is not responsible for incidental damage caused to improvements made to the Unit or the Limited Common Elements where such improvements were installed by the Developer or by the Unit Owner's predecessor in title.

8.7 Negligence – Damage Caused by Condition in Unit or Common Elements. The Owner of each Unit will be liable for the expenses of any maintenance, repair, or replacement of Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any Occupants, any member of his family, or his guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain his Unit, any Limited Common Element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements, or the property of other Unit Owners and residents. If any condition, defect, or malfunction resulting from the Unit Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property, or property within other Units, the owner of the offending Unit shall be liable for the damage. Neither the Association nor any Unit Owner may be liable for any damage to the real or personal property and any improvements or betterments thereof or any injury to any person caused by water intrusion into a Unit from another unit or the Common Elements, resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source unless the Association or Unit Owner is negligent.

8.8 Intentional Damage. Any damage to any part of the Common Elements caused by, or as the result of, any intentional act of a Unit Owner, the Unit Owner's family, agents, contractors, invitees, licensees or tenants, or by such Unit Owner in carrying out his maintenance responsibilities, if any, will be repaired at the expense of such Unit Owner.

8.9 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew. Mold and other microbials occur naturally in almost all indoor environments. Mold spores may also enter a condominium unit through open doorways, windows or a variety of other sources. The

Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and other microbials. Mold and other microbials may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof. Construction materials are often provided by suppliers and distributors with surface mold and microbials and such are typically not subsequently treated or removed. **The Unit Owner understands and acknowledges that, except as otherwise specifically provided by the Condominium Act, Developer makes no warranty or representation of any kind, express or implied, warranty of habitability, merchantability, fitness for a particular purpose, or good workmanship as to building materials and/or construction means and methods with regard to indoor air quality or the presence or absence of mold and/or other microbials and any chemical or toxin secreted, in proximity to the Unit, or regarding the effectiveness of an architectural or engineering fixture or design for reducing the presence or growth of mold and/or other microbials, the responsibility for the prevention of these items being that of the Unit Owner through proper inspection and maintenance of the Unit.**

Further, each Unit Owner acknowledges that the growth of mold and other microbials are generally the result of excess moisture in a Unit. Unit Owners will be solely responsible to remove visible moisture accumulation, repair leaks, and prevent and eliminate excess humidity in their respect Unit immediately upon discovery thereof, whether from the Unit or from neighboring Units or through the Common Elements, and each Unit Owner must perform periodic inspections of plumbing, drain and condensate lines, air handlers and ducts within their Unit or applicable Limited Common Elements in order to prevent the spread of water, prevent leaks and avoid the growth or accumulation of mold or other microbial contamination in the Unit or in the Common Elements. Each Unit Owner must promptly notify the Association in writing of any leaks, water penetration or excess humidity and any mold or other microbial contamination discovered in the Units, Limited Common Elements or in Common Elements. If required by Association, the applicable Unit Owner will engage an indoor environmental specialist acceptable to Association to determine the cause of any leaks, water penetration or excess humidity, the extent of any Microbial Contamination, and the appropriate course of repair and remediation. Once approved by Association in writing, the applicable Unit Owner, at that Unit Owner's sole cost and expense, must promptly undertake all repairs and remediation in order to repair such leaks, water penetration or excess humidity and to remediate, in accordance with applicable laws, statutes, regulations and ordinances and with nationally accepted remediation standards. Additionally, each Unit Owner must prevent the accumulation of other contaminates, including but not limited to carbon dioxide, volatile organic compounds, formaldehyde and other chemicals or gases in their Unit or spreading from their Unit that are or might be injurious to human health. Unit Owners may not use any biocides or chemicals in their Unit for removal of any contamination that are not EPA-registered for that particular purpose or which could be harmful to occupants of their Unit or other Units.

8.10 Electric Vehicle Charging Stations: Recitation of Section 718.113(8). The legislature finds that the use of electric vehicles conserves and protects the state's environmental resources, provides significant economic savings to drivers, and serves an important public interest. The participation of condominium associations is essential to the state's efforts to conserve and protect the state's environmental resources and provide economic savings to drivers. Therefore, the installation of an electric vehicle charging station shall be governed as follows:

8.10.1 A declaration of condominium or restrictive covenant may not prohibit or be enforced so as to prohibit any unit owner from installing an electric vehicle charging station within the boundaries of the unit owner's limited common element parking area. The board of administration of a condominium association may not prohibit a unit owner from installing an electric vehicle charging station for an electric vehicle, as defined in s. 320.01, F.S. within the boundaries of his or her limited common element parking area. The installation of such charging stations are subject to the provisions of this subsection.

8.10.2 The installation may not cause irreparable damage to the condominium property.

8.10.3 The electricity for the electric vehicle charging station must be separately metered and payable by the unit owner installing such charging station.

8.10.4 The unit owner who is installing an electric vehicle charging station is responsible for the costs of installation, operation, maintenance, and repair, including, but not limited to, hazard and liability insurance. The association may enforce payment of such costs pursuant to s. 718.116, F.S.

8.10.5 If the unit owner or his or her successor decides there is no longer a need for the electronic vehicle charging station, such person is responsible for the cost of removal of the electronic vehicle charging station. The association may enforce payment of such costs pursuant to s. 718.116, F.S.

8.10.6 The association may require the unit owner to:

8.10.6.1. Comply with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons and property.

8.10.6.2. Comply with reasonable architectural standards adopted by the association that govern the dimensions, placement, or external appearance of the electric vehicle charging station, provided that such standards may not prohibit the installation of such charging station or substantially increase the cost thereof.

8.10.6.3. Engage the services of a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station.

8.10.6.4. Provide a certificate of insurance naming the association as an additional insured on the owner's insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station within 14 days after receiving the association's approval to install such charging station.

8.10.6.5. Reimburse the association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within 14 days after receiving the association's insurance premium invoice.

8.10.7 The association provides an implied easement across the common elements of the condominium property to the unit owner for purposes of the installation of the electric vehicle charging station and the furnishing of electrical power, including any necessary equipment, to such charging station, subject to the requirements of this subsection.

9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION.

The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property are the responsibility of the Association and the cost is a Common Expense. Prior to Turnover, the Board of Directors shall have the authority to make material alterations or substantial additions to the Common Elements and Association Property. Subsequent to Turnover, the Association may make no material alteration of, nor substantial additions to, the Common Elements or Association Property costing more than five percent (5%) of the then applicable budget, excluding reserves, in the aggregate in any fiscal year without prior approval of at least a majority of those voting interests present and voting at a meeting at which a quorum has been attained. Material alterations or substantial additions to the Common Elements or Association Property costing less than the foregoing amount may be made with Board approval alone. Further, if work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property or to comply with any local, state or federal law or regulation also constitutes a material alteration or substantial addition to the Common Elements, such work, alteration, or addition may be done upon approval by the Board alone, and prior Unit Owner approval is not required.

10. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER.

10.1 Alteration of Units or Limited Common Elements. Except for Developer, no Unit Owner may make or permit the making of any material alterations or substantial additions to his Unit or the Limited Common Elements appurtenant thereto, 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 granted by the Board alone, and may be denied by the Board alone if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board of Directors. Except as set forth above, no Unit Owner may alter the Common Elements in any way without prior Board or Unit Owner approval, in accordance with this Declaration.

10.2 Combing Units. The Developer or the Board of Directors may authorize the removal of the party wall between two Units so the Units can be used together as one integral living space. In such event, all assessments, voting rights, and the share of Common Elements will be calculated as such Units were originally designated on the Condominium Plot Plan, notwithstanding the fact that multiple Units are used as one Unit, with the intent and purpose that the Owner of such "combined" Units will be treated as the Owner of as many Units as have been combined.

10.3 Floor Coverings. Hard and/or heavy surface floor coverings, including, without limitation, tile, marble, or wood, in any area of a Unit, may not be installed without the prior written consent of the Association, except for in kitchen, bathroom and entry areas which have not been relocated or expanded to areas above the living rooms or bedrooms in the Units below, based on the locations shown in the floor plans attached hereto. The Association will not approve the installation of hard and/or heavy surface floor coverings for which approval is required, unless the aggregate sound isolation and acoustical treatment meets the minimum standards established by applicable local building codes and ordinances, and any additional sound rules and regulations established by the Board. The installation of the foregoing materials will be performed in a manner that provides proper mechanical isolation of the flooring materials for any ridged part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission). In all instances, bare concrete floors in Units are prohibited.

10.4 Balcony Flooring. The structural integrity of balconies constructed of steel reinforced concrete is affected adversely by water intrusion and rust aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies, and all tile and its bedding and grout must be approved by the Association, be of adequate material and be applied and maintained as to be waterproof. Any flooring installed by a Unit Owner on a balcony of a Unit must be installed so as to ensure proper drainage and constant water tightness.

10.5 **Applicable warranties of the Developer, if any, will be voided by violations of these restrictions and requirements. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner will be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.**

10.6 Indemnification by Unit Owner. A Unit Owner making or causing to be made any additions, alterations or improvements to the Unit or the Limited Common Elements as contemplated herein agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof, the cost of removal when necessary for the Association to carry out its responsibilities under this Declaration and the Act, and for the cost of repairing any damage to the Common Elements resulting therefrom, from and after that date of installation or construction thereof as may be required by the Association without a recorded covenant to run with the Unit.

10.7 Without limiting the generality of the foregoing, to the extent that any of the improvements are constructed with either a precast concrete system, prestressed or post tensioned cables and/or reinforcing rods, the same are essential to the structure and support of the building and will be deemed Common Elements of the Condominium and absolutely no penetration shall be made to any floor, roof or ceiling slabs without the prior written consent of the board of directors and review of the as-built plans and specifications for the building. The plans and specifications for the building shall be maintained by the association as part of its official records. To the extent that the improvements are constructed with a precast concrete system, prestressed or post tensioned cables and/or reinforcing rods, each unit owner, by accepting a deed or otherwise acquiring title to a unit is deemed to: (i) have assumed the risks associated with such construction, (ii) agree that the penetration of any surfaces may threaten the structural integrity of the building, and (iii) have released Developer, Developer's affiliates its and their principals, managers, contractors, architects, engineers, and its and their officers, directors, shareholders, employees and agents from and against any and all liability that may result from penetration of any of the surfaces.

11. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY DEVELOPER.

The foregoing restrictions of Section 10 shall not apply to Developer-owned Units. The Developer may, without the consent or approval of the Board of Directors or other Unit Owners, expand, alter or add to all or any part of the recreational facilities or amenities; and make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it, to the proposed or already constructed Units, and the Limited Common Elements appurtenant thereto. Such work may include, without limitation (i) the removal of walls, floors, ceilings and other structural portions of the Unit; (ii) changes to the layout or number of rooms in any Developer-owned Units; and (iii) changes to the size and/or number of Developer-owned Units by combining separate Developer-owned Units or otherwise. Any amendments to this Declaration or the Condominium Plot Plan required by actions taken pursuant to this Section may be effected by the Developer alone without the consent of any other person; provided, however, if any such amendment changes the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the record owners of the affected Unit, all record owners of liens on the affected Unit, and at least a majority of the total voting interests in the Association. The provisions of this Section may not be added to, amended or deleted unless by, or with the prior written consent of, the Developer.

12. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

12.1 Powers and Duties. The Association will be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation, as amended from time to time. In addition, the Association will have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation, the following:

12.1.1 The irrevocable right to have access to any portion of each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of such portions thereof as required by this Declaration or the Act, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

12.1.2 The power to make and collect Assessments and other related expenses authorized under the Act and this Declaration against Unit Owners, to lease, maintain, repair and replace the Common Elements, and to grant, modify or cancel easements pertaining to the Common Elements.

12.1.3 The duty to maintain accounting records, in accordance with Section 718.111(12), Florida Statutes, which shall be open to inspection by Unit Owners or their authorized representatives as provided by Section 718.111(12), Florida Statutes.

12.1.4 The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer).

12.1.5 The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, including, without limitation, the right to receive assessments. Common Elements may not be used as security for any obligations.

12.1.6 The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

12.1.7 The power to acquire, purchase, lease, mortgage, and convey real and personal property and to receive, grant, modify and cancel easements regarding such property, provided that such action may be done only (i) upon the approval of a majority of the Board of Directors, and (ii) upon a finding by the Board that such action is for the benefit of the members of the Association. The requirements of Section 9 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the provision as to the debt incurred) shall also apply to this provision dealing with acquisition of property; provided, however, that the acquisition of a Unit as a result of a foreclosure of the lien, or deed in lieu of foreclosure, for Assessments shall be exempt from these requirements.

12.1.8 The power to enter into bulk service contracts for communications services as defined in Chapter 202, Florida Statutes, information services, or Internet services; the cost of such services is a Common Expense.

12.1.9 The power to acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities for recreational purposes, subject to the provisions of Section 718.114, Florida Statutes.

12.1.10 All of the powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation and Bylaws, Chapter 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act or the documents of the Condominium.

12.2 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

12.3 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association will not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association will not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not the same was approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION WILL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

12.3.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, CHARLOTTE COUNTY, THE CITY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES; AND

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

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH WILL BE FULLY PROTECTED HEREBY.

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

12.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

12.6 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors, is specifically required in this Declaration, the Articles of Incorporation or Bylaws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate, and the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

12.7 Binding Effect of Condominium Documents. Every Unit Owner, whether having acquired such ownership by gift, conveyance or transfer by operation of law, or otherwise, will be bound by the Articles of Incorporation, Bylaws and this Declaration. Membership in the Association will automatically terminate upon the termination of ownership of a Condominium Parcel in this Condominium, and the subsequent owner(s) taking title will automatically become entitled to membership, subject to the written approval of the Association.

13. DETERMINATION OF ASSESSMENTS.

13.1 General Assessment. The Board of Directors will at least annually, prepare and adopt a budget for the Condominium, determine the amount payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws ("General Assessment"). The Budget for Common Expenses will include the reserves required by law or determined appropriate by the Board, the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or Bylaws of the Association, applicable rules and regulations or by the Association. Any adopted Budget of Common Expenses may be subject to change by the Board of Directors, and the amount of the General Assessment may be changed in accordance with such revised Budget for Common Expenses to cover actual expenses at any time.

13.2 Special Assessments. "Special Assessments" mean or refer to amounts levied against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature. In addition to General Assessments, Special Assessments may be levied by the Board of Directors and will be payable in lump sums or installments, in the discretion of the Board; provided that if such Special Assessments, in the aggregate in any year, exceed $100,000.00, the Special Assessment must be approved by the affirmative vote of the Owners of not less than a majority (50% + 1) of the Units that cast a vote, in person or by proxy, at an Association meeting duly called for such purpose pursuant to the Bylaws.

14. COLLECTION OF ASSESSMENTS AND CHARGES.

The General Assessments, Special Assessments (collectively, the "Assessments") and Charges shall be collected as follows:

14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of the conveyance, together with interest, late fees and attorney's fees and costs incurred by the Association incident to the collection of the Assessments, without prejudice to any right such Unit Owner may have to recover from the previous owner the amounts paid by such Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

14.1.1 Developer's Liability for Assessments. The Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by the Developer during the "guarantee period" commencing upon the recording of this Declaration of Condominium and ending on December 31, 2020 (the "Guarantee Expiration Date"). During such guarantee period, the Developer guarantees that the monthly Common Expenses and Assessments levied upon each Unit will not exceed $400.00; subject to increase each year by no more than 15% should the Developer opt to extend the guarantee period pursuant to the following sentence. Developer has the option, in its sole discretion, to extend the initial guarantee period beyond the Guarantee Expiration Date (thereby extending the Guarantee Expiration Date), for additional periods of up to six (6) months each, provided that in no event shall the guarantee period extend past the Turnover Date. The Developer may exercise each such option to extend the guarantee period by notice to the Association or at a members meeting or Board meeting, at any time prior to the expiration of the then current guarantee period. During the guarantee period, Developer and all Units owned by Developer shall not be subject to Assessment for Common Expenses as provided herein. Instead, the Developer will fund the difference, if any, between Assessments at the guaranteed level and the actual Common Expenses incurred during the guarantee period. Except for a Special Assessment levied in the case of the casualty loss from a natural disaster of act of God not covered by insurance proceeds as provided in Section 718.116(9)(a)(2) of the Act, if at any time during the guarantee period funds collected from assessments are not sufficient to provide payment, on a timely basis, of all common expenses, the Developer will fund deficits at the time such payment is due. Subsequent to the expiration of the guarantee period, Developer shall be obligated to pay Common Expenses in the same manner as any other Unit Owner. Pursuant to Section 718.112(2)(e), Florida Statutes, Assessments shall not exceed one hundred fifteen percent (115%) of Assessments for the prior fiscal year unless approved by a majority of all voting interests.

14.2 Application of Payments; Failure to Pay; Interest.

14.2.1 Assessments and installments on Assessments not paid within ten (10) days from the date when they are due shall bear interest at the rate established from time to time by the Board of Directors from due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event the Board has not established such rate, the interest rate shall be eighteen percent (18%) per annum or the maximum amount allowed by law, whichever is less. Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the maximum amount allowed by law. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessment. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

14.2.2 If a Unit Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, the Association may suspend the Unit Owner's right to use Common Elements, common facilities, or any other Association property until the monetary obligation is paid, except for those certain Limited Common Elements intended to be used only by that Unit, Common Elements that must be used to access the Unit, utility services provided to the Unit, parking spaces or elevators. Any such suspension must be imposed at a properly noticed Board meeting, and after the imposition of such suspension, the Association must notify the Unit Owner and, if applicable, the Unit's Occupant, licensee, or invitee by mail or hand delivery.

14.2.3 The Association may also suspend the voting rights of a member due to non-payment of any monetary obligation due to the Association which is more than $1,000 and more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association.

14.2.4 If the 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 in accordance with Section 718.116(11) that the tenant pay the future monetary obligations related to the Condominium Unit to the Association, and the tenant must make such payment 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.

14.3 Acceleration. If any Special Assessment or installation of a regular Assessment as to a Unit becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the 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, late fees, attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

14.4 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. Except as otherwise provided by Section 718.116 F.S., the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records of Charlotte County, Florida. The Claim of Lien must state the description of the Condominium Parcel, the name of the record Owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments which are due and which may accrue after the Claim of Lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

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

14.6 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.

14.7 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental fee for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

14.8 Lien for Charges. There is hereby created a common law and contractual lien to secure payment of any Charge for any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall unit owner installed alterations or perform unit owner maintenance responsibilities, or address emergency situations on behalf of a unit owner, such as water extraction from a unit. The lien for charges shall be of equal priority to a Common Expense lien and shall be foreclosed in the same manner. The lien shall also secure interest, late charges, attorney's fees and costs.

14.9 First Mortgagee. In the event a First Mortgagee shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such First Mortgagee, its successors and assigns, shall be liable for prior Assessments or other related expenses authorized under the Act to the maximum extent provided by the Act, as the same may be amended from time to time. This provision shall not apply unless the First Mortgagee joined the Association as a Defendant in the foreclosure action. If, due to the applicable provisions of the Act, any unpaid share of the Assessments or other related expenses authorized under the Act are not required to be paid, then such unpaid share or other related expenses authorized under the Act shall be deemed to be a Common Expense collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns. 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

14.10 Installments. General Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, General Assessments will be collected monthly.

15. INSURANCE.

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

15.1 Purchase, Custody and Payment.

15.1.1 Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida meeting all criteria established by the Board or the Act and any rules promulgated thereunder.

15.1.2 Custody of Policies and Payment of Proceeds. All insurance policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the Association, and such policies and endorsements thereto shall be deposited with the Association.

15.1.3 Copies to Mortgagees. One (1) copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each First Mortgagee who holds a mortgage upon a Unit covered by the policy.

15.1.4 Exceptions from Association Responsibility; Unit Owner's Personal Coverage. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon any property lying within the boundaries of their Unit (i.e., personal property and permitted fixtures contained therein), or for their personal liability and living expense or for any other risks not otherwise insured in accordance herewith.

Unit Owners may be required to purchase flood insurance for their respective Units if such insurance is required by their mortgagees. In the event flood insurance is required, such insurance shall be for the lesser of one hundred percent (100%) of the current replacement cost of the Unit as contained within the Building, or the maximum amount of flood insurance available with regard to such property.

The Association may obtain flood insurance on the Building and any other improvements constructed on the Condominium Property.

The Unit Owner shall be responsible for insuring, without limitation, any and all floor coverings, wall coverings and ceiling coverings; electrical fixtures, appliances, air conditioning or heating equipment; water heaters and water filters; built in cabinets and counter tops; window treatments, including curtains, drapes, blinds and hardware; replacements for any of the above listed property; and air conditioning compressors that serve only the Unit Owner's Unit no matter where located.

It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association. The individual Unit Owner shall further have the right to obtain, purchase and pay for secondary coverage for all items within the Unit, whether described herein as Common Elements, Limited Common Elements, or portions of the Unit, which the Association is responsible for the primary coverage of pursuant to the terms of this Declaration.

15.2 Coverage Responsibilities of Association. The Association shall use its best efforts to obtain and maintain adequate insurance covering the following:

15.2.1 Property Insurance. Insurance covering loss or damage to the Common Elements and all other portions of the Condominium Property which the Association is responsible to maintain under the terms of this Declaration, and all items for which the Association is required under applicable provisions of the Act to insure against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage (including windstorm), and vandalism and malicious mischief endorsements (collectively, the "Insured Property"). Such policies may contain reasonable deductible provisions as determined by the Board of Directors, which reasonable deductibles shall be considered a Common Expense. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

15.2.2 Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa, if such endorsement is obtainable.

15.2.3 Worker's Compensation. Worker's Compensation Insurance and other mandatory insurance, when applicable.

15.2.4 Fidelity Insurance. Fidelity Insurance as required by the Act, covering all persons who control or disburse Association funds, such insurance to be in the amount required by law or more if determined by the Board.

15.2.5 Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

15.2.6 Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies, including, without limitation, those policies of insurance obtained by an individual Unit Owner, shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the Developer, any management firm and its respective employees and agents, and against the Unit Owners individually and as a group; (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, any management firm or its respective employees and agents, one (1) or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of the management firm or the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

15.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and all First Mortgagees (if any) who are named insureds on the policy.

15.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for a management firm employee may be paid by the management firm pursuant to a management agreement. Premiums may be financed in such manner as the Board of Directors deems appropriate.

15.5 Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

15.5.1 Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit; provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of this Section.

15.5.2 Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

15.6.1 Expenses of the Association. All expenses of the Association shall be paid first or provision shall be made therefor.

15.6.2 Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein.

15.6.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided herein, and distributed to each Unit Owner by check made payable jointly to such

Unit Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all distributions shall be made directly to the Unit Owner.

15.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

16. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

16.1 Determination to Reconstruct or Repair. Subject to the immediately following subsection, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property, and the Association shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if eighty percent (80%) of the total voting interests duly and promptly resolve not to proceed with the repair or restoration thereof, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective mortgagee(s).

Whenever in this Section the words "promptly repair" are used, it shall (except in the case of a disaster of regional impact) mean that repairs are to begin not more than sixty (60) days from the date the Board of Directors on behalf of the Association receives proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Board of Directors determines that such proceeds of insurance are insufficient to pay the estimated costs of such work. In the case of a disaster of regional impact, "promptly repair" shall mean in a reasonable amount of time based on the circumstances as determined by the Board of Directors.

16.2 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

16.2.1 Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than or equal to $1,000,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors.

16.2.2 Association – Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than $1,000,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 16.1 above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

16.2.3 Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s) or, at the direction of the Board, such balance may be considered Common Surplus.

16.3 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or the estimated costs of reconstruction and/or repair are not within, or covered by, the reasonable deductible provisions of the Association's policies, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.

16.4 Responsibility of Unit Owners. If damage occurs to the Units, the maintenance and responsibility of which lies solely upon the respective Unit Owners and for which the Association has not provided insurance coverage, then each Unit Owner shall be solely responsible for all necessary reconstruction and repair to its respective Unit, which reconstruction and repair shall be affected promptly and in accordance with guidelines established by the Board of Directors. Each Unit Owner shall have the absolute responsibility of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit, to the repair and/or reconstruction of such Unit; provided, however, that no Unit Owner shall have the responsibility of applying insurance proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated.

17. CONDEMNATION.

Any condemnation of any portion(s) of the Condominium Property will be governed by the following provisions:

17.1 Deposit of Certain Condemnation Awards with Association. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Unit Owner to the Board of Directors on behalf of the Association, for use as noted hereinafter in this Section. In the event the Unit Owner fails to turn over such award as required, the defaulting Unit Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid and may be treated and collected as an assessment.

Condemnation awards pertaining to the condemnation of Units are not the property of the Association.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Section 16 herein for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

17.3 Disbursement of Fund. If the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and will be disbursed in the manner provided in this Declaration for disbursement of funds after a casualty, or as elsewhere in this Section 17 specifically provided.

17.4 Condemnation of Common Elements. Awards for the taking of portions of the Common Elements will be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s).

17.5 Condemnation of a Unit. If there is a taking of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of the Unit. Following such taking of a Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner shall no longer have an ownership interest in the Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner shall no longer be responsible for the payment of Common Expenses.

The following changes shall be made in the Condominium following a taking as described in this Section 17:

17.5.1 Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, use by all of the Unit Owners in the manner approved by the Board of Directors.

17.5.2 Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners. This distribution shall be determined in accordance with the formula contained in Section 6 herein.

17.5.3 Assessments. In the event the Association does not have the funds necessary to alter the remaining portion of the condemned Unit for use as a part of the Common Elements, the additional funds for such purposes will be raised by Assessments against all of the remaining Unit Owners after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

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

18. OCCUPANCY AND USE RESTRICTIONS.

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

18.1 Residential Use. Each Unit must be used as a single-family residence only, except as may be otherwise herein expressly provided. The provisions of this subsection will not be applicable to Units used by the Developer for model Units, guest accommodations, sales or other offices or management services.

18.1.1 No trade or business of any kind may be conducted in or from a Unit or any portion of the Community, except that the Owner or Occupant residing in a Residential Unit may conduct ancillary, "home-office" business activities within the dwelling so long as:

18.1.1.1. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling (including, but not limited to, signs identifying the business shall not be seen from outside the Unit, the business use shall conform to all noise ordinances and all noise and nuisance requirements of this Declaration, if any);

18.1.1.2. the business activity does not involve visitation of the dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;

18.1.1.3. the business activity does not increase traffic in the Condominium in excess of what would normally be expected for residential dwellings without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

18.1.1.4. the business activity and all parties related to the business activity comply with all vehicle and parking requirements and prohibitions set forth in this Declaration;

18.1.1.5. the business activity is legal and conforms to all zoning requirements for the Community;

18.1.1.6. the business activity does not require the Association to obtain additional insurance coverage, increase the insurance premium paid by the Association, or otherwise negatively affect the Association's ability to obtain insurance coverage;

18.1.1.7. the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents in the Community, as determined in Board of Director’s discretion; and

18.1.1.8. the business activity does not result in a materially greater use of Common Elements, facilities or Association services. The terms "business" and "trade," as used in this provision, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

18.1.2 The foregoing notwithstanding, the use, offering or advertisement of a Unit as a public lodging establishment, transient lodging, nightly or weekly rental, or as part of a fractional ownership or vacation club program, is prohibited.

18.1.3 By conducting ancillary business activity from a Unit in the Community, the Owners and Occupants of such Unit hereby covenant and agree to release and hold harmless the Association, it’s Directors, Officers, agents, representatives and/or vendors for any interruption or suspension of, or any damages to, such ancillary business activity caused by any action or inaction of such parties of any nature whatsoever. The Association shall have no liability or obligation to take any action or refrain from taking any action that will impact an Owner’s or Occupant’s business activity from a Unit in the Community. Owners and Occupants conducting any ancillary business activity from a Unit in the Community hereby covenant and agree to obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests. The Association shall not be liable or obligated to obtain additional insurance coverage related to or because of the existence of such ancillary business activity.

18.2 Nuisances. Nuisances (as reasonably determined by the Association) are not allowed on the Condominium Property, nor will any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration will be deemed a nuisance.

18.3 No Improper Uses. No improper, offensive, hazardous or unlawful use may be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover must be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, must be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the

Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or Bylaws, the Association will not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration will be a violation of this Section.

18.4 Hurricane Protection. Unit Owners may, with approval of the Board of Directors, install hurricane protection that meet the specifications for the standard model, color, and style adopted by the Board of Directors which such protection may be shutters, hurricane rated impact glass or such other devices as determined by the Board. The Board of Directors is not required to approve the installation of hurricane protection if impact proof glass meeting the current codes for hurricane protection has been installed in the aperture. With the approval of a majority of the voting interests of the condominium, the Board of Directors may install hurricane protection and may maintain, repair, and replace such approved hurricane protection, whether in or within common elements, limited common elements, units, or Association property. The Board may operate hurricane protection equipment without permission of the unit owners where such operation is necessary to preserve and protect the condominium property and Association property. The installation, replacement, operation, repair, and maintenance of such hurricane protection shall not be deemed a material alteration to the common elements or Association property. Nothing herein precludes the Board of Directors from requiring the replacement windows, sliders, fixed glass and doors to function as hurricane protection. The costs incurred by the Association in connection with installing storm shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection (i) for the Common Areas shall be deemed a part of the Common Expenses of the Condominium that are included in the Assessments payable by Unit Owners and (ii) for each Unit shall be the responsibility of the applicable Owner of the Unit to be assessed by the Association against the Owner as a Special Assessment against only that Unit. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or Occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Nothing herein shall obligate the Association to install storm shutters, impact glass, code-compliant windows or doors or other storm protection protecting individual Units, nor to open or close same as a storm is approaching, or after it passes.

18.5 Hurricane Evacuation Procedures. Upon notice of an approaching hurricane, all furniture, plants, and other objects must be removed from all patios, balconies, terraces and lanais. IN THE EVENT THAT AN EVACUATION ORDER IS ISSUED BY ANY APPLICABLE GOVERNMENTAL AGENCY, ALL OWNERS MUST PROMPTLY COMPLY WITH SAID ORDER. The Association will have the right from time to time to implement hurricane preparedness and evacuation policies, and each Unit Owner must fully comply with same (and will cause its guests, tenants and invitees to do so as well).

18.6 Pets.

18.6.1 The keeping of pets is a privilege not a right. Tenants may not keep any pets in a Unit. Up to two (2) domesticated pets, may be kept by a Unit Owner in residence provided that such pets are: (a) permitted to be so kept by applicable laws, ordinances and regulations, (b) not left unattended on balconies, terraces, patios and/or in lanai areas, (c) generally, not a nuisance to residents of other Units or of neighboring buildings and (d) not a breed prohibited by this Declaration or applicable law or considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion); provided that neither the Developer, Developer's Affiliates, the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Developer, Developer's Affiliates, the Board of Directors, each Unit Owner and the Condominium Association in such regard. Without limiting the generality of the foregoing, dog breeds that are prohibited at the Condominium and upon the Condominium Property shall include, without limitation: (i) Pit Bull Terriers, (ii) Staffordshire Terriers, (iii) Rottweilers, (iv) German Shepherds, (v) Presa Canarios, (vi) Chow Chows, (vii) Doberman Pinschers, (viii) Akitas, (ix) Wolf-hybrids, (x) Mastiffs, (xi) Cane Corsos, (xii) Great Danes, (xiii) Alaskan Malamutes, and (xiv) Siberian Huskies.

18.6.2 As used herein, the term "domesticated pets" means and refers to birds, fish, dogs, cats, and certain reptiles and insects that: (i) have not been prohibited by the Board from time to time, and (ii) that are generally and commonly recognized as household and domestic pets in the City. The term "domesticated pets" expressly excludes the following, without limitation all of which are prohibited: livestock of domesticated or undomesticated animals, fowl, and poultry, e.g., horses, cows, pigs, donkeys, squirrels, etc., exotic animals such as, but in no way limited to, venomous creatures (which shall include all species of venomous animals), constrictor type snakes, alligators, crocodiles, endangered species, carnivorous birds, all reptiles weighing greater than one (1) pound, any animal raised for food, rats, mice, cockroaches or other invasive insects or rodents, and big cats (e.g., tigers, cougars, etc.) are expressly prohibited.

18.6.3 Dogs and cats are not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Each Unit Owner or other person with a pet on the Common Elements, will be responsible for picking up and properly disposing of all excrements. Any landscaping damage or other damage to the Common Elements, Limited Common Elements, Association Property and/or private property caused by a pet must be promptly repaired by the Unit Owner who is responsible for the pet. The Association retains the right to make the repairs and charge the Unit Owner for the cost. The Board of Directors may adopt additional Rules and Regulations regarding pets from time to time. Without limiting the generality of Section 20 hereof, a violation of the provisions of this paragraph or any rule promulgated by the Association pertaining to pets shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the Bylaws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

18.7 Parking; Prohibited Vehicles. No person may park any vehicle within the Condominium Property in a manner that obstructs or otherwise impedes ingress or egress to any parking space, ramp, road, driveway, entrance, exit or loading/unloading area. No Unit Owner may park in an Assigned Parking Space assigned to any other Unit or designated for use by any other persons. Parking is restricted to private automobiles and passenger-type vans, jeeps and pick-up trucks and sport utility vehicles, motorcycles and motor scooters, and vehicles which reasonably fit within the lines of a parking space (all of which are collectively referred to herein as "vehicles"), with the exception of temporary parking of commercial vehicles while the driver is providing delivery or similar services to occupants of the Condominium Property. The determination as to whether a vehicle is commercial rather than "passenger-type", or whether a vehicle is oversized for the parking space, will be made by Board in its sole discretion. The Board may adopt additional or specific rules as to parking and as to types of vehicles that are prohibited on the Condominium Property. No person may park any vehicle on the Condominium Property that is leaking oil, brake fluid, transmission fluid or other fluids. No person may conduct repairs or restorations on any vehicle, or race the engine of any vehicle, on the Condominium Property. Developer makes no representation and/or warranty as to the availability of guest parking or parking for additional residents beyond the assigned parking spaces - guest and overflow parking within the Condominium Property is limited. Accordingly, each Unit Owner, for itself, its successors and assigns, agrees to release Developer from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, related to or arising out of the limitation on availability of guest parking within the Condominium.

18.7.1 Towing and Booting. Any vehicle that is parked in violation of the Association's restrictions including any rules and regulations adopted by the Board, may be towed or booted whether it is on the Common Elements, or any Limited Common Elements appurtenant to a Unit. No prior notice is required. All costs and expenses shall be borne by the owner of the vehicle. Such costs and expenses shall not be considered a fine or suspension of the right to use the common facilities and do not preclude the Association from pursuing those remedies instead of or in addition to towing or booting a vehicle. The Association is not liable for any damage to a vehicle that is towed or booted by a licensed and insured contractor. Unit Owners and lessees are responsible to see that all of the Occupants of their Units, as well as guests, visitors, and invitees, comply with the Association's parking restrictions. Unit Owners are responsible to indemnify, defend, and hold the Association harmless from all claims against the Association on account of towing or booting a vehicle, including claims against the Association asserted by any Occupant of the Unit as well as any guests, visitors, and invitees to a Unit, excepting only if it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability.

18.8 Exterior Displays; Flags. Without limiting the generality of other any provision of this Declaration addressing exterior improvements or alterations, no Unit Owner may cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, terraces, lanais or windows of the Building (including, but not limited to, awnings, "for sale" and other signs, storm shutters, satellite dishes, screens, window tinting, sculpture, art work, plants, landscaping, furniture, fixtures or equipment), change the appearance (whether by paint or otherwise) of any exterior wall or exterior balcony face, change and/or modify the exterior wall system and/or any handrails or balcony walls or railings, or otherwise change the exterior appearance of the Condominium, without the prior written consent of the Board. Notwithstanding anything to the contrary in this Declaration, Unit Owners may attach a religious object on the mantel or frame of the Unit Owner's door(s) not to exceed 3 inches wide, 6 inches high and 1.5 inches deep, without consent of the Board.

18.9 Grilling on Balconies Prohibited. Use of barbecue grills by Unit Owners on their Limited Common Element balconies or lanais is prohibited. Grilling is permitted on those portions of the Common Elements designated by the Association, including the pool deck.

18.10 Abide by any and all Rules and Regulations of the Condominium, as amended by the Board from time to time.

18.11 Recorded Agreements; Development Approvals. The use of the Units, the Condominium Property and the Association Property shall at all times comply with all conditions and/or limitations imposed in connection with the development approvals and permits issued by the City and/or County for the development of the Condominium, and with all applicable restrictions, covenants, conditions, limitations, agreements, reservations and easements now or hereafter recorded in the public records.

19. LEASING OF UNITS.

All Leases thereof shall be subject to the provisions of this Section.

19.1 Leases. No lease or rental of a Unit may be for a period of less than thirty (30) continuous days. No occupancy pursuant to a new lease will be allowed until at least thirty (30) days have elapsed since the first day of the last lease. No Unit may be leased more than three (3) times in a calendar year. At least ten (10) days prior to any proposed lease, and/or within three days of any request by the Association, the Unit Owner must provide the Association with the name, address and telephone number of the proposed tenant, and shall provide the Association with any other information it may request, such as, but not limited to, vehicle information. The Association may request a security deposit as security for all of the Common Elements. No Unit Owner may lease or rent his Unit if he is delinquent in the payment of any Assessments. The Association shall have the right to require that a substantially uniform form of lease be used by all Unit Owners intending to rent or lease and to provide such form as a Common Expense of the Condominium. Entire Units only may be rented, and no individual rooms may be rented and no transient may be accommodated. There shall not be any subleasing of any Unit, but any impermissible sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof._No Unit Owner nor anyone on their behalf may publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any form of media, including but not limited to television, radio, internet website, mobile app, newspaper, or magazine, that indicates or suggests that a Unit or portion thereof may be leased for periods of less than thirty (30) days or more than three (3) times per year. Without limiting any other Association remedies for violations, all Unit Owners are hereby deemed to authorize the Association to send a copy of this provision to any applicable leasing agent or realtor, or to the publisher or operator of any such sites, apps, or media outlets, as instruction that an advertisement violating this provision be immediately removed.

A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Unit Owners (except that tenants may not have pets), and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law. Each Unit Owner shall be responsible to ensure that all tenants and Occupants of the Unit comply with all of the terms and conditions of this Declaration.

19.2 Continuing Liability. The liability of the Unit Owner under these covenants shall continue, notwithstanding the fact that he may have sold, transferred, leased, rented said interest as provided herein. Every purchaser, tenant or lessee shall take title to his Unit subject to this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, as well as the provisions of the Act.

19.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

20. COMPLIANCE AND DEFAULT.

Each Unit Owner and every Occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

20.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines and to sue in a court of law for damages.

20.3 Fines and Suspensions. The Association may levy reasonable fines against a Unit Owner and suspend common amenities use rights for the failure of the Unit Owner or his Occupant, licensee or invitee to comply with any provision of this Declaration, the Bylaws of the Association, or reasonable Rules and Regulations imposed by the Board of Directors from time to time. No fine will become a lien against a Unit. No fine shall exceed one hundred dollars ($100.00) per violation, or the maximum amount allowed by Section 718.303(3), Florida Statutes whichever is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed one thousand dollars ($1,000.00), or the maximum amount allowed by Section 718.303(3), Florida Statutes, whichever is greater. No fine or suspension may be levied or imposed except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, his licensee or invitee. The hearing shall be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree with the fine, the fine shall not be levied. The above procedural requirements for fines do not apply to unoccupied Units. As provided by law no opportunity for a hearing is required if the fine or suspension is imposed because the Owner is delinquent in the payment of any monetary amount owed to the Association.

20.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Articles or Bylaws of the Association, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees and costs).

20.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles or Bylaws of the Association, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

20.6 Association's Rights Cumulative. All rights, remedies, and privileges granted to the Association or Unit Owners pursuant to this Declaration or any of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies, or privileges shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising any other or additional rights, remedies, or privileges.

20.7 Maintenance Responsibilities. All Unit Owners and other beneficiaries of the dedicated property and corresponding infrastructure, including the storm water management system, shall have the legal right to enforce the maintenance covenants contained herein against the responsible entity.

20.8 Mandatory Nonbinding Arbitration of Disputes. All issues or disputes which are recognized by the Section 718.1255, Florida Statutes or by administrative rules promulgated under the Act as being subject to mandatory nonbinding arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

21. TERMINATION OF CONDOMINIUM.

The Condominium may be terminated in the manner provided for under Section 718.117, Florida Statutes, as the same may be amended from time to time.

22. ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflict with the following provisions, if at all, the following provisions shall control:

22.1 Upon request in writing, the Association shall furnish, within thirty (30) days of such request, to each First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured.

22.2 Upon request in writing, each First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the following rights:

22.2.1 to examine current copies of this Declaration, the Bylaws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

22.2.2 to receive, without any charge and within a reasonable time after such request, the annual financial report which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year;

22.2.3 to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

22.2.4 to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, Bylaws or Articles of Incorporation of the Association;

22.2.5 to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

22.2.6 to receive written notice of any action which would require the consent of a specified number of First Mortgagees.

22.3 No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the First Mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

22.4 If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit Owner of the proceeds of any award or settlement.

22.5 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within sixty (60) days shall be deemed to have approved such request.

22.6 As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Declaration shall not be unreasonably withheld.

23. DISCLAIMER OF WARRANTIES.

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SPECIFICALLY REQUIRED IN SECTION 718.203 OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

EACH OWNER UNDERSTANDS AND AGREES THAT THERE ARE VARIOUS METHODS FOR CALCULATING THE SQUARE FOOTAGE OF A UNIT, AND THEREFORE THE QUOTED SQUARE FOOTAGE OF THE UNIT MAY VARY. ADDITIONALLY, THE ACTUAL SQUARE FOOTAGE OF A UNIT MAY BE AFFECTED BY CONSTRUCTION, PERMITTED ALTERATIONS, AND SETTLING AND SHIFTING OF IMPROVEMENTS. BY ACCEPTING TITLE TO A UNIT, THE APPLICABLE OWNER(S) SHALL BE DEEMED TO HAVE CONCLUSIVELY AGREED TO ACCEPT THE SIZE AND DIMENSIONS OF THE UNIT, REGARDLESS OF ANY VARIANCES IN THE SQUARE FOOTAGE FROM THAT WHICH MAY HAVE BEEN DISCLOSED AT ANY TIME PRIOR TO CLOSING, WHETHER INCLUDED AS PART OF DEVELOPER'S PROMOTIONAL MATERIALS OR OTHERWISE. DEVELOPER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ACTUAL SIZE, DIMENSIONS (INCLUDING CEILING HEIGHTS) OR SQUARE FOOTAGE OF ANY UNIT, AND EACH OWNER SHALL BE DEEMED TO HAVE FULLY WAIVED AND RELEASED ANY SUCH WARRANTY. NOTWITHSTANDING THE FOREGOING, THE DEVELOPER SHALL NOT BE EXCUSED FROM ANY LIABILITY UNDER, OR COMPLIANCE WITH, THE PROVISIONS OF SECTION 718.503(1)(A)1, FLORIDA STATUTES, SECTION 718.506, FLORIDA STATUTES, OR RULE 61B-18.001(3), FLORIDA ADMINISTRATIVE CODE.

24. ADDITIONAL PROVISIONS.

24.1 Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one (1) person, the Association shall provide notice, for meetings and all other purposes, to that one (1) address which the Developer initially identifies for that purpose and thereafter as one (1) or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received or five (5) business days after proper mailing, whichever shall first occur.

24.2 Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

24.3 Binding Effect of Section 718.303, Florida Statutes. The provisions of Section 718.303, Florida Statutes, shall be in full force and effect and are incorporated herein.

24.4 Right of Developer to Add or Change Recreational Facilities. If the Developer elects to construct, add to, change, or expand recreational facilities or amenities on the Common Elements, Developer shall pay all the expenses relating to the construction or the providing of such addition or expansion and may record an amendment to this Declaration describing such property in accordance with the provisions of this Declaration. No approval or action of the Association, Unit Owners or mortgagees shall be necessary for adding such additional recreational facilities. All costs of maintenance, repair and replacement relating to the addition or expansion of the recreational facilities shall be a common expense of the Association.

24.5 Right of Developer to Convey Property to the Association. The Developer hereby reserves the right to convey to the Association any portion(s) of the real property contiguous to the Condominium Property free and clear of liens and encumbrances, including, but not limited to, wetlands or other parcels more suitable to become Association Property rather than Common Elements of the Condominium. All costs and expenses associated with such Association Property shall be Common Expenses. The Association shall be required to accept any such conveyance from Developer.

24.5.1 Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto. In the event of any conflicting provisions between the exhibits and this Declaration, the provisions of this Declaration shall control.

24.6 Severability. The invalidity 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, the exhibits annexed hereto, or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

24.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

24.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable Rules and Regulations, are fair and reasonable in all material respects.

24.9 Gender; Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" or "his" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

24.10 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Declarant hereby executes and makes this Declaration.

Witnesses:

Print Name: Morgan Waltinger

Print Name: Sherry Faircloth

AAA INNOVATION, LLC, a Florida limited liability company

By: ______________________
Prashant Patel, Manager

Date: 10/30/2020

STATE OF FLORIDA)
COUNTY OF Charlotte)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 day of October, 2020 by **Prashant Patel, as Manager of AAA Innovation, LLC, a Florida limited liability company** freely and voluntarily under authority duly vested in him/her by said entity. He [X] is personally known to me OR [___] has produced ______________ as identification.

[NOTARY STAMP / SEAL]

SHERRY L. FAIRCLOTH
MY COMMISSION # GG 291331
EXPIRES: February 21, 2023
Bonded Thru Notary Public Underwriters

Notary Public
Printed Name: Sherry Faircloth

Commission No.	Expiration Date
	2/21/23

MORTGAGEE CONSENT AND JOINDER

PROSPERITY BANK, a Texas banking association, (the "Mortgagee") is the holder of that certain Mortgage, Assignment of Leases and Rents and Security Agreement executed by AAA INNOVATION, LLC, a Florida limited liability company, dated February 12, 2019, recorded at Instrument No. 2683616, Official Records Book 4405, Page 1440, Official Records of Charlotte County, Florida, which encumbers the Property described in Exhibit "A" of this Declaration of Condominium for Paradise Pointe at Charlotte Harbor, a Condominium (the "Declaration"), and by signing below, does hereby consent and join in the filing of this Declaration solely in order to signify its consent, as required under the terms of the Declaration and applicable Florida law, and agrees that said Mortgage is hereby made subject to this Declaration. The Mortgagee makes no representation or warranty of any kind concerning the Declaration, any of its terms or provisions, or the legal sufficiency or effectiveness thereof, and does not assume, and is not responsible for, any of the obligations or liabilities of Declarant in the Declaration.

This Consent shall be binding upon the Mortgagee and its successors and assigns.

Dated this 19 day of NOV, 2020.

Witnessed by:

Print Name: Michael Channel

Print Name: Angela Curtis

PROSPERITY BANK, a Texas banking association

By: __________
Name: Stephen Carns
Title: Vice President

STATE OF OK)
) §:
COUNTY OF Cleveland)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization by _______, as VP of **PROSPERITY BANK, a Texas banking association** freely and voluntarily under authority duly vested in him/her by said entity. He [X] is personally known to me OR [___] has produced ____________ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of NOV., 2020.

[NOTARY STAMP / SEAL]

L. KRAEMER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES August 16, 2024
COMMISSION #04007393

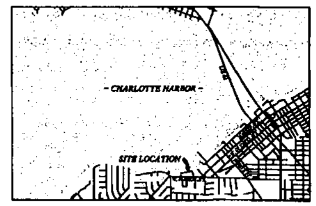
Notary Public
Printed Name: L. Kraemer
My Commission Expires: 08/16/24

13744244_2

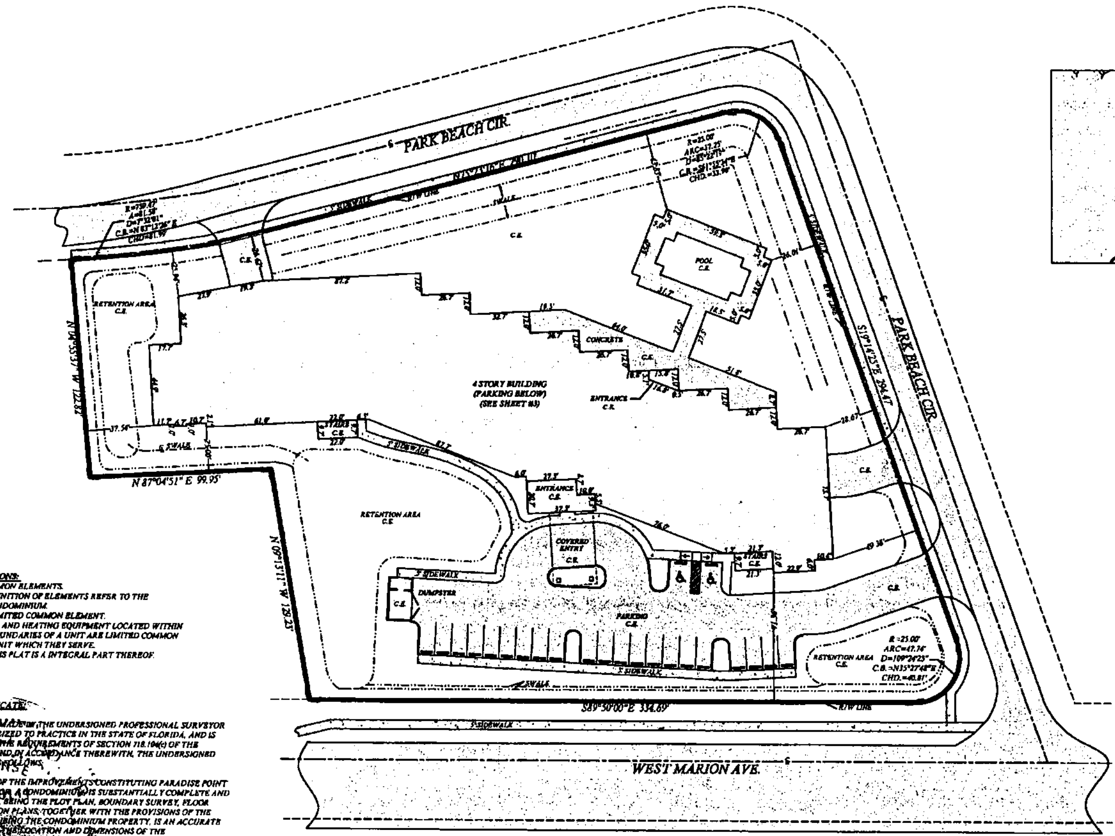
PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
(PLOT PLAN)

CONDOMINIUM BOOK _____, PAGE _____



VICINITY MAP
NOT TO SCALE



SURVEYORS NOTATIONS:
1.) C.E. DENOTES COMMON ELEMENTS.
2.) FOR FURTHER DEFINITION OF ELEMENTS REFER TO THE DECLARATION OF CONDOMINIUM.
3.) L.C.E. DENOTES LIMITED COMMON ELEMENT.
4.) AIR CONDITIONING AND HEATING EQUIPMENT LOCATED WITHIN AND OUTSIDE THE BOUNDARIES OF A UNIT ARE LIMITED COMMON ELEMENTS TO THE UNIT WHICH THEY SERVE.
5.) EACH SHEET OF THIS PLAT IS A INTEGRAL PART THEREOF.

SURVEYORS CERTIFICATE:

THIS CERTIFICATION, MADE BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, AND IS MADE PURSUANT TO THE REQUIREMENTS OF SECTION 718.104(e) OF THE FLORIDA STATUTES AND IN ACCORDANCE THEREWITH, THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING PARADISE POINT AT CHARLOTTE HARBOR, A CONDOMINIUM IS SUBSTANTIALLY COMPLETE AND THAT THIS MATERIAL, BEING THE PLOT PLAN, BOUNDARY SURVEY, FLOOR PLANS, AND ELEVATION PLANS, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DATED THIS [illegible] OF OCTOBER, 2020

R.J. STRICKLAND, JR., P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA NO. 6144
FOR THE FIRM L.B. #7875

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE LANDS HEREIN DESCRIBED AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF CHARLOTTE COUNTY.

LEGAL DESCRIPTION:
LOTS 7,9,10,11,12,13,14,15, AND 16, BLOCK 87, PUNTA GORDA ISLES SUBDIVISION, SECTION 9, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 54, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

SHEET 1 OF 9

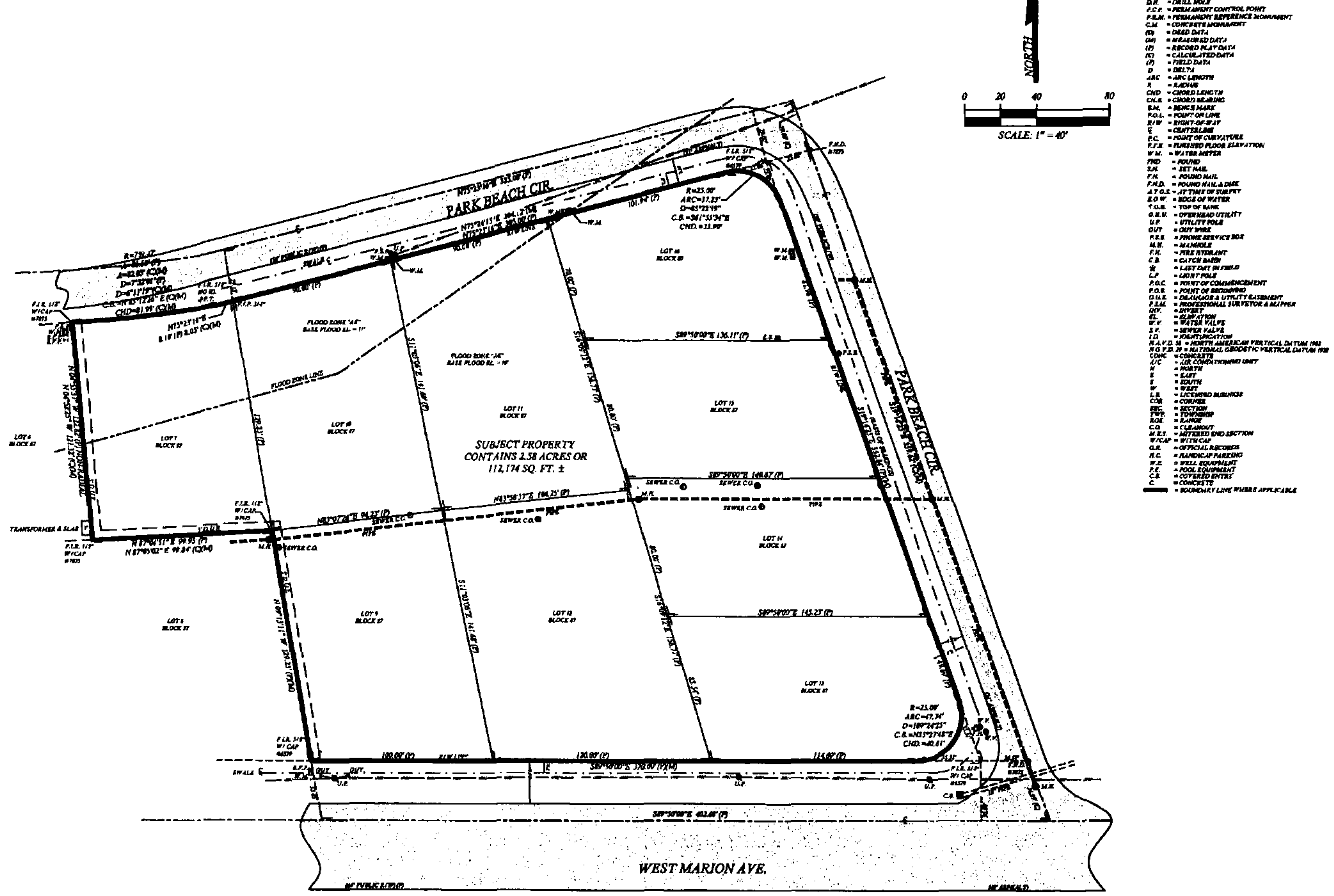
ALL SERVICE LAND SURVEYING, INC.
17840 TOLEDO BLADE BOULEVARD, SUITE 8
PORT CHARLOTTE, FLORIDA
PHONE: (941) 629-4001 FAX: (941) 627-3168
L.B. #7875

Ex. "A"

CONDOMINIUM BOOK_____, PAGE_____

PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
(BOUNDARY SURVEY)
AS OF 06-08-2018



NOTE: (PER RECORD PLAT)
WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE. THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS.

SHEET 2 OF 9

LEGAL DESCRIPTION:
LOTS 7,9,10,11,12,13,14,15,AND 16, BLOCK 87, PUNTA GORDA ISLES SUBDIVISION, SECTION 9, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 54, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

ALL SERVICE
LAND SURVEYING, INC.
17840 TOLEDO BLADE BOULEVARD, SUITE B
PORT CHARLOTTE, FLORIDA
PHONE: (941) [illegible] FAX: (941) [illegible]
EMAIL: [illegible]

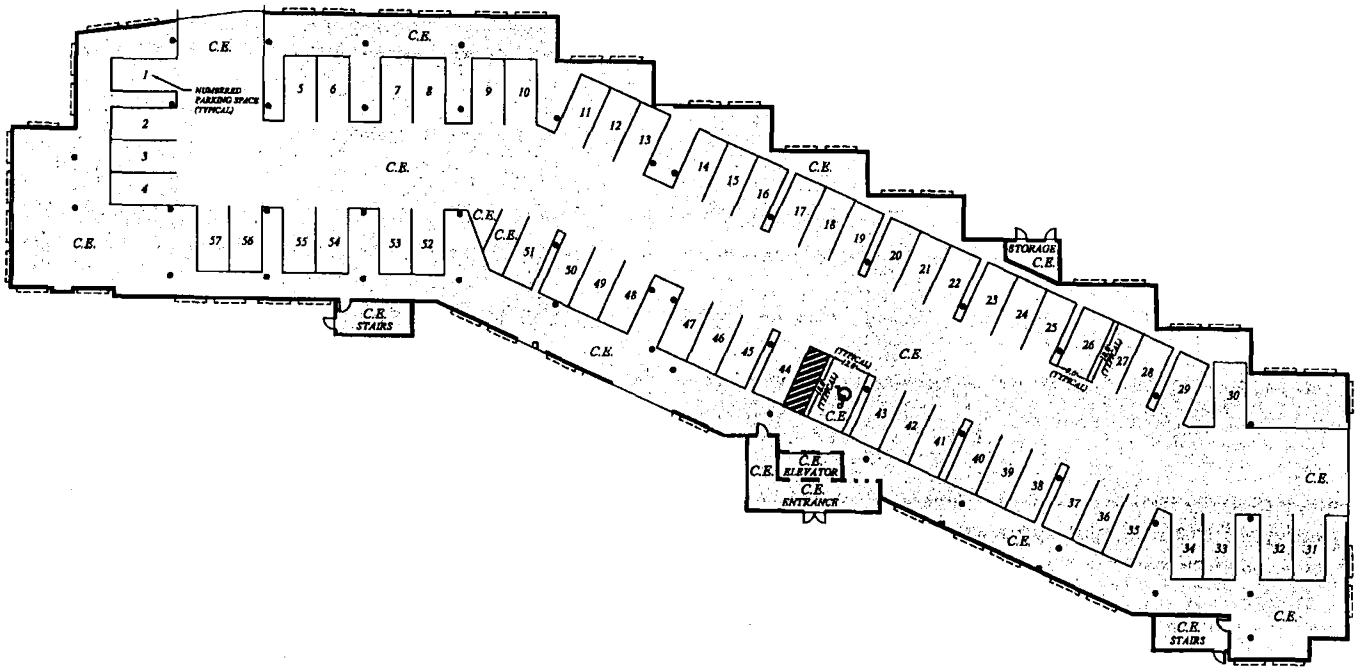
PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
(GARAGE LEVEL BUILDING PLAN)

CONDOMINIUM BOOK ____, PAGE ____

0 10 20 40
SCALE: 1" = 20'

NORTH



NOTE: COVERED PARKING SPACES ARE LIMITED COMMON ELEMENTS AND ARE TO BE ASSIGNED BY THE DEVELOPER.

SHEET 3 OF 9

ALL SERVICE LAND SURVEYING, INC.
TOLEDO BLADE BOULEVARD, SUITE
PORT CHARLOTTE, FLORIDA
PHONE: (941) FAX: (941)
EMAIL:

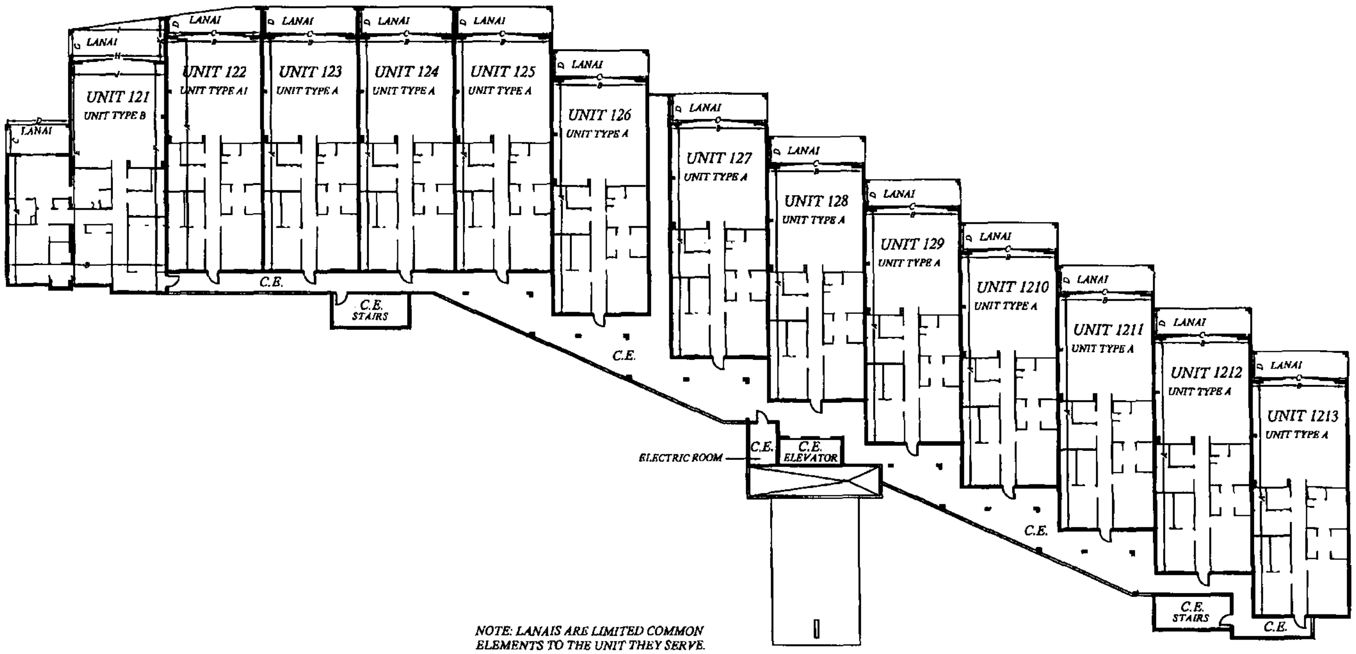
PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
(SECOND LEVEL BUILDING PLAN)

CONDOMINIUM BOOK ___ , PAGE ___

0 10 20 40
SCALE: 1" = 20'

NORTH



NOTE: LANAIS ARE LIMITED COMMON ELEMENTS TO THE UNIT THEY SERVE.

A	35.25'	35.30'
B	43.33'	43.41'
C	7.33'	6.60'
D	17.00'	17.00'
E	60.92'	60.92'
F	63.00'	63.00'
G	8.01'	8.09'
H	26.00'	26.00'
I	25.33'	25.33'
J	25.67'	25.67'
K	11.56'	11.42'

A	64.00'	64.00'
B	25.67'	25.70'
C	25.67'	26.02'
D	4.66'	4.61'

A	64.00'	64.00'
B	25.67'	25.72'
C	26.00'	26.00'
D	7.33'	7.32'

A	64.00'	64.00'
B	25.67'	25.67'
C	26.00'	26.02'
D	7.33'	7.31'

A	64.00'	63.99'
B	25.67'	25.72'
C	26.00'	26.00'
D	7.33'	7.33'

A	64.00'	64.01'
B	25.67'	25.68'
C	26.00'	26.02'
D	7.33'	7.32'

A	64.00'	64.02'
B	25.67'	25.95'
C	26.00'	25.95'
D	7.33'	7.33'

A	64.00'	64.02'
B	25.67'	25.72'
C	26.00'	26.03'
D	7.33'	7.32'

A	64.00'	64.01'
B	25.67'	25.65'
C	26.00'	25.95'
D	7.33'	7.34'

A	64.00'	64.01'
B	25.67'	25.71'
C	26.00'	25.95'
D	7.33'	7.35'

A	64.00'	64.00'
B	25.67'	25.74'
C	26.00'	26.00'
D	7.33'	7.28'

A	64.00'	64.02'
B	25.67'	25.70'
C	26.00'	25.99'
D	7.33'	7.31'

A	64.00'	64.01'
B	25.67'	25.66'
C	26.00'	26.01'
D	7.33'	7.26'

SHEET 4 OF 9

ALL SERVICE
LAND SURVEYING, INC.
17840 TOLEDO BLADE BOULEVARD, SUITE B
PORT CHARLOTTE, FLORIDA
PHONE: (941) [illegible] FAX: (941) [illegible]
EMAIL: [illegible]
L.B. [illegible]

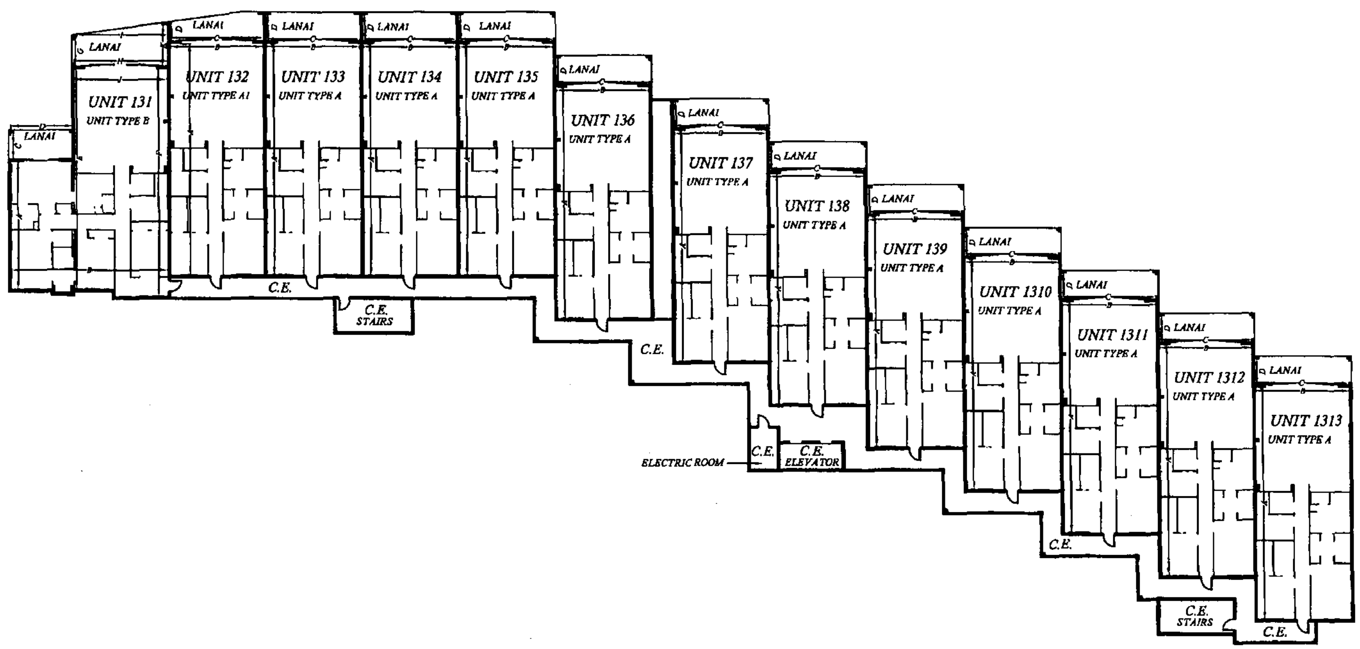
CONDOMINIUM BOOK _____, PAGE _____

PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
(THIRD LEVEL BUILDING PLAN)

0 10 20 40
SCALE: 1" = 20'

NORTH



NOTE: LANAIS ARE LIMITED COMMON ELEMENTS TO THE UNIT THEY SERVE.

A	35.25'	35.10'
B	43.33'	43.41'
C	7.33'	6.60'
D	17.00'	17.00'
E	60.92'	60.92'
F	63.00'	63.00'
G	8.01'	8.00'
H	26.00'	26.00'
I	25.33'	25.33'
J	25.67'	25.67'
K	11.56'	11.42'

A	64.00'	64.00'
B	25.67'	25.65'
C	25.94'	25.94'
D	4.66'	4.75'

A	64.00'	64.03'
B	25.67'	25.69'
C	26.00'	26.01'
D	7.33'	7.31'

A	64.00'	64.02'
B	25.67'	25.69'
C	26.00'	26.02'
D	7.33'	7.32'

A	64.00'	64.03'
B	25.67'	25.71'
C	26.00'	26.03'
D	7.33'	7.35'

A	64.00'	63.98'
B	25.67'	25.68'
C	26.00'	26.01'
D	7.33'	7.31'

A	64.00'	63.99'
B	25.67'	25.66'
C	26.00'	25.98'
D	7.33'	7.32'

A	64.00'	64.02'
B	25.67'	25.69'
C	26.00'	26.01'
D	7.33'	7.31'

A	64.00'	64.01'
B	25.67'	25.68'
C	26.00'	26.02'
D	7.33'	7.32'

A	64.00'	63.99'
B	25.67'	25.65'
C	26.00'	25.98'
D	7.33'	7.31'

A	64.00'	64.02'
B	25.67'	25.73'
C	26.00'	26.03'
D	7.33'	7.35'

A	64.00'	63.98'
B	25.67'	25.70'
C	26.00'	26.01'
D	7.33'	7.34'

A	64.00'	63.99'
B	25.67'	25.72'
C	26.00'	26.02'
D	7.33'	7.30'

SHEET 5 OF 9

ALL SERVICE
LAND SURVEYING, INC.
PORT CHARLOTTE, FLORIDA

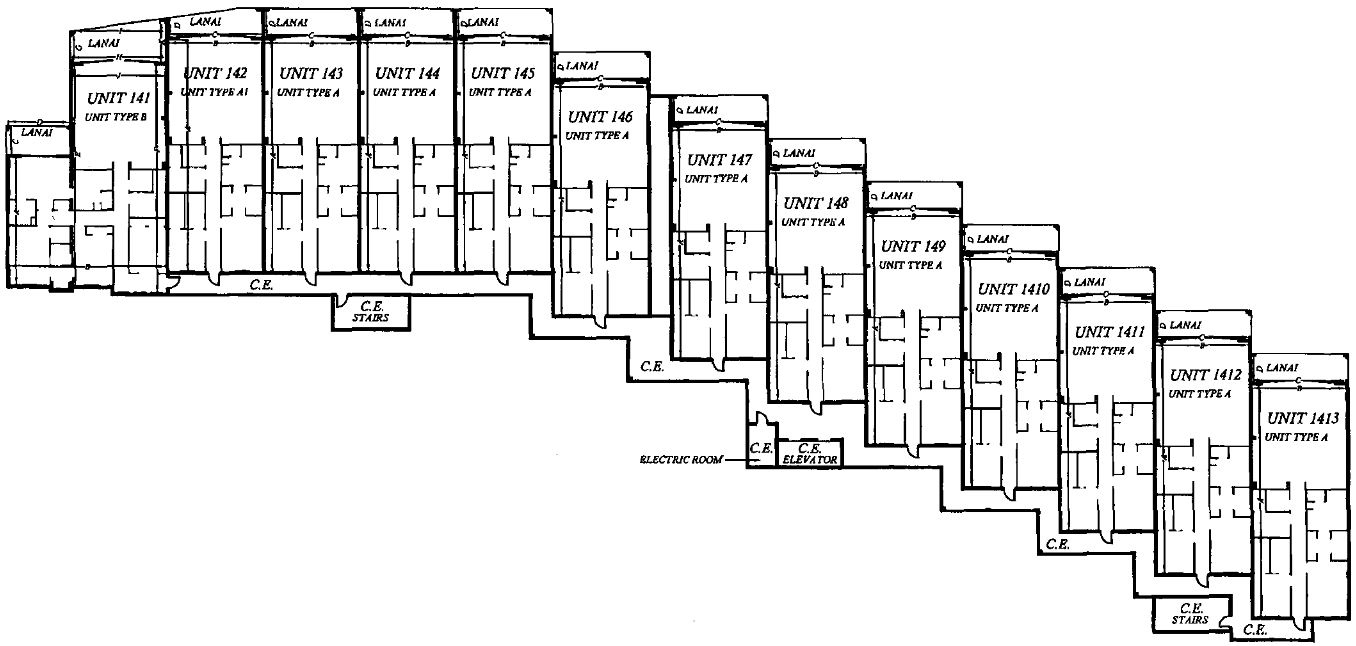
CONDOMINIUM BOOK ____, PAGE ______

PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
(FORTH LEVEL BUILDING PLAN)

0 10 20 40
SCALE: 1" = 20'

NORTH



NOTE: LANAIS ARE LIMITED COMMON
ELEMENTS TO THE UNIT THEY SERVE.

LINE	PROPOSED	AS-BUILT
A	35.25'	35.25'
B	43.33'	43.33'
C	7.33'	7.33'
D	17.00'	17.00'
E	60.92'	60.92'
F	63.00'	63.00'
G	8.01'	8.07'
H	26.00'	26.00'
I	25.33'	25.33'
J	25.67'	25.67'
K	11.56'	11.56'

LINE	PROPOSED	AS-BUILT
A	64.00'	64.00'
B	25.67'	25.70'
C	26.00'	26.04'
D	4.66'	4.66'

LINE	PROPOSED	AS-BUILT
A	64.00'	63.99'
B	25.67'	25.72'
C	26.00'	25.95'
D	7.33'	7.30'

LINE	PROPOSED	AS-BUILT
A	64.00'	64.01'
B	25.67'	25.67'
C	26.00'	25.99'
D	7.33'	7.33'

LINE	PROPOSED	AS-BUILT
A	64.00'	63.98'
B	25.67'	25.72'
C	26.00'	26.01'
D	7.33'	7.34'

LINE	PROPOSED	AS-BUILT
A	64.00'	64.00'
B	25.67'	25.67'
C	26.00'	26.02'
D	7.33'	7.32'

LINE	PROPOSED	AS-BUILT
A	64.00'	64.03'
B	25.67'	25.69'
C	26.00'	26.03'
D	7.33'	7.36'

LINE	PROPOSED	AS-BUILT
A	64.00'	64.01'
B	25.67'	25.70'
C	26.00'	26.02'
D	7.33'	7.35'

LINE	PROPOSED	AS-BUILT
A	64.00'	64.02'
B	25.67'	25.68'
C	26.00'	25.95'
D	7.33'	7.35'

LINE	PROPOSED	AS-BUILT
A	64.00'	64.02'
B	25.67'	25.69'
C	26.00'	25.98'
D	7.35'	7.37'

LINE	PROPOSED	AS-BUILT
A	64.00'	63.99'
B	25.67	26.69'
C	26.00'	26.01'
D	7.33'	7.28'

LINE	PROPOSED	AS-BUILT
A	64.00'	63.99'
B	25.67'	25.67'
C	26.00'	26.02'
D	7.33'	7.31'

LINE	PROPOSED	AS-BUILT
A	64.00'	64.01'
B	25.67'	25.73'
C	26.00'	26.01'
D	7.33'	7.32'

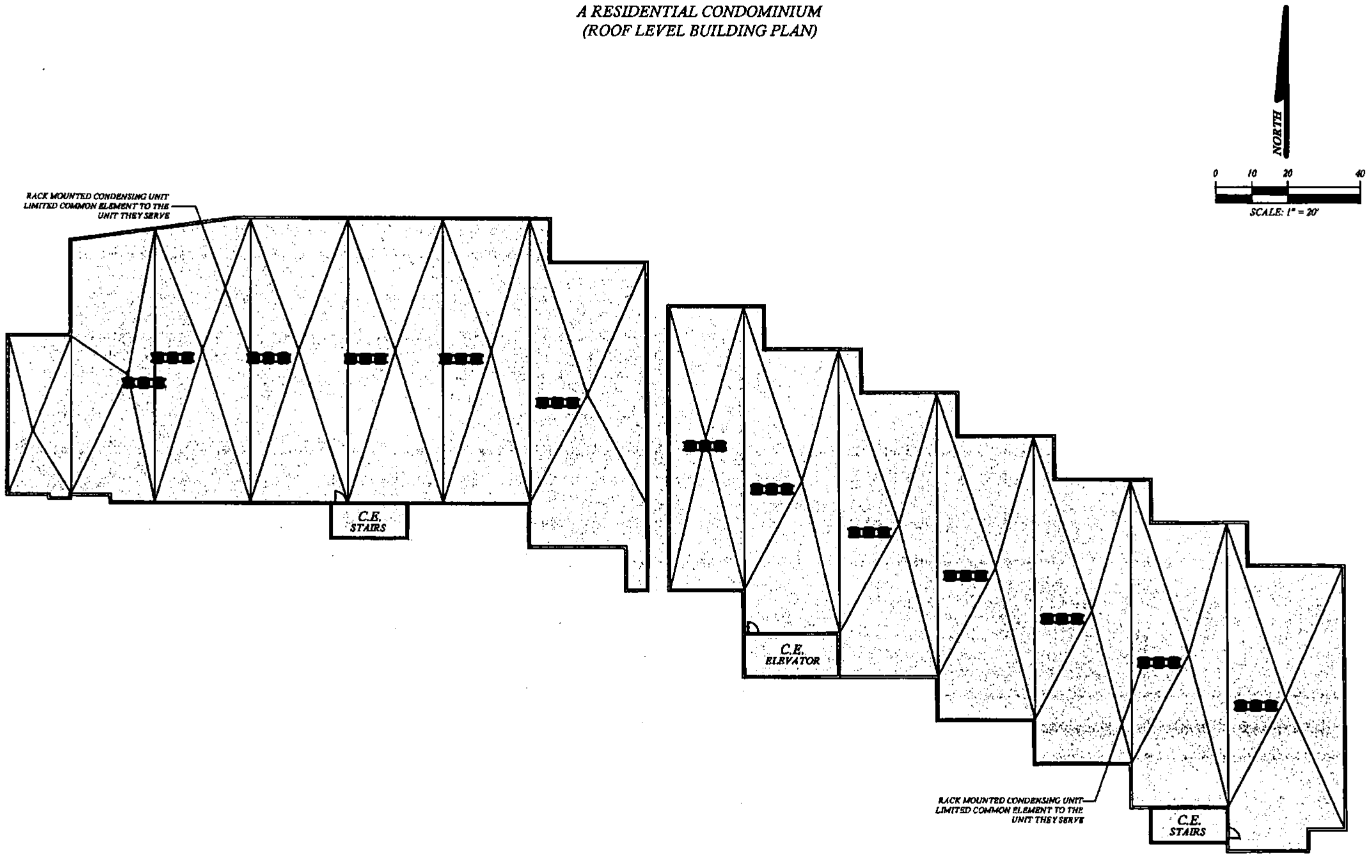
SHEET 6 OF 9

ALL SERVICE
LAND SURVEYING, INC.
17840 TOLEDO BLADE BOULEVARD, SUITE B
PORT CHARLOTTE, FLORIDA
PHONE: (941) 629-6801 FAX: (941) 629-5168
EMAIL: [illegible]

CONDOMINIUM BOOK _____, PAGE_____.

PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
(ROOF LEVEL BUILDING PLAN)



SHEET 7 OF 9

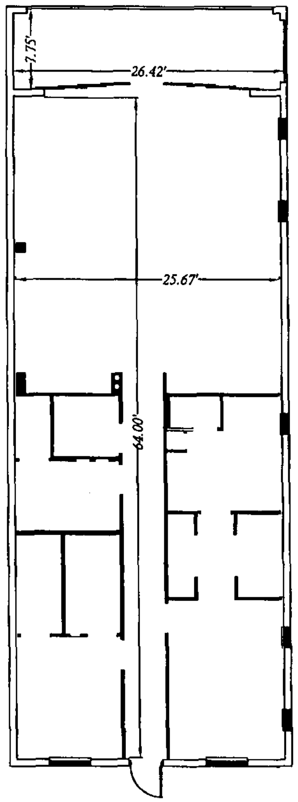
ALL SERVICE
LAND SURVEYING, INC.
PORT CHARLOTTE, FLORIDA

CONDOMINIUM BOOK ______, PAGE ______

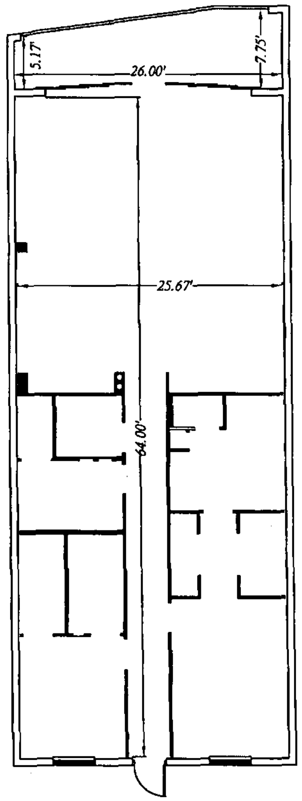
PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
(TYPICAL UNIT FLOOR PLAN)

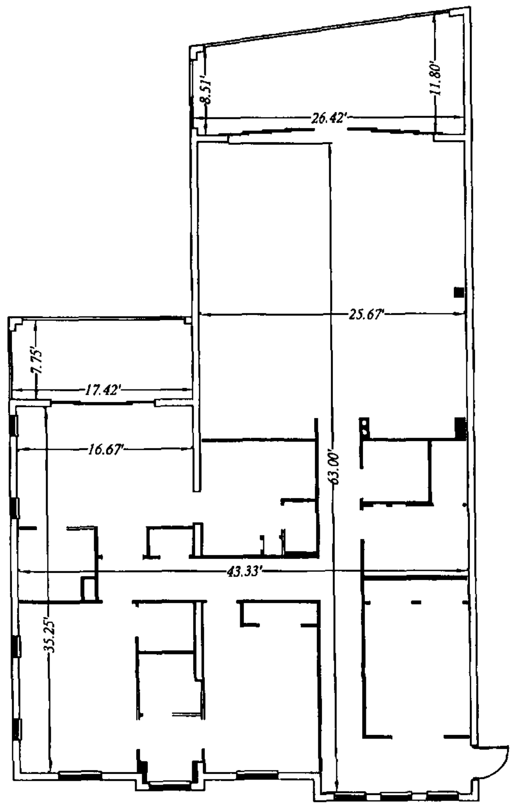
0 3.5 7 14
SCALE: 1" = 7'



TYPICAL UNIT TYPE "A"



TYPICAL UNIT TYPE "A1"



TYPICAL UNIT TYPE "B"

SHEET 8 OF 9

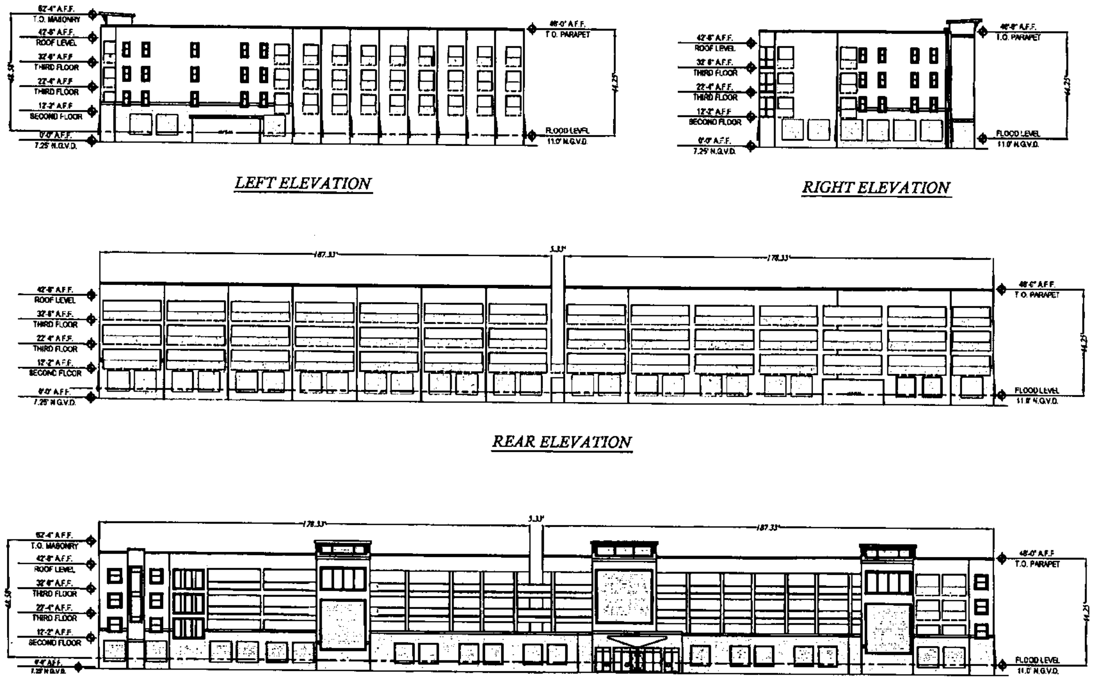
ALL SERVICE
LAND SURVEYING, INC.
17840 TOLEDO BLADE BOULEVARD, SUITE 8
PORT CHARLOTTE, FLORIDA
PHONE: (941) [illegible] FAX: (941) [illegible]
EMAIL: [illegible]
L.B. [illegible]

PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
(ELEVATION PLAN)

CONDOMINIUM BOOK ____, PAGE____

SCALE: 1" = 30'



LEFT ELEVATION

RIGHT ELEVATION

REAR ELEVATION

FRONT ELEVATION

SHEET 9 OF 9

ALL SERVICE
LAND SURVEYING, INC.

ARTICLES OF INCORPORATION OF PARADISE POINTE AT CHARLOTTE HARBOR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

PREAMBLE

Pursuant to Chapters 617 and 718, Florida Statutes, the undersigned, as Incorporator, hereby creates these Articles of Incorporation ("Articles") for the purposes set forth below. The Association is being formed to administer Paradise Pointe at Charlotte Harbor, a Condominium, and to perform, among other things, the duties and exercise the powers pursuant to the Declaration thereof. All of the definitions contained in the Declaration and the Bylaws shall apply to these Articles.

ARTICLE I
Name and Principal Office

The name of the corporation is Paradise Pointe at Charlotte Harbor Condominium Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association") and the street address of the initial principal office of the Association is at 6210 Scott Street, Unit 214, Punta Gorda, Florida 33950. The principal office may be changed from time to time by the Board of Directors.

ARTICLE II
Purpose

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapters 617 and 718 of the Florida Statutes.

2. To administer, enforce and carry out the terms and provisions of the Declaration, as the same may be amended from time to time.

3. To promote the health, welfare, and comfort of the Association members and residents of the Condominium, as authorized by the Declaration, by these Articles, and by the Bylaws.

ARTICLE III
Powers

The Association shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles, including, but not limited to, all of the powers of a corporation under Chapters 617 and 718, Florida Statute.

2. To enter into, make, establish and enforce, rules, regulations, bylaws, covenants, restrictions and agreements to carry out the purposes of the Association.

3. To make and collect Assessments against members of the Association to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association; and to use the proceeds thereof in the exercise of the Association's powers and duties; and to enforce such levy of assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration.

Ex. "B"

4. To own, purchase, acquire, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property, including units within the Condominium, for such purposes as the Association may determine.

5. To hold funds for the exclusive benefit of the members of the Association as set forth in these Articles and as provided in the Declaration and the Bylaws.

6. To purchase insurance for the protection of the Association, its property, officers, directors and members, and such other parties as the Association may determine to be in the best interests of the Association.

7. To operate, maintain, repair, and improve all common elements, and such other portions of the Condominium as may be determined by the Board from time to time.

8. To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the Condominium pursuant to the Declaration.

9. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health and social welfare of the members of the Association and the owners and residents of the Condominium as the Board in its discretion determines necessary or appropriate.

10. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties.

11. To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as common expenses.

12. To sue and be sued. The power to contract, sue, or be sued with respect to the exercise or non-exercise of its powers, as provided in the Act. Notwithstanding the foregoing, and other than with respect to the collection or enforcement of an Association Assessment lien, the Association shall not commence any action, proceeding, lawsuit or other adversarial legal proceeding against any party involving an amount in controversy in excess of Fifty Thousand Dollars ($50,000.00), without first obtaining, at a meeting of the membership at which a quorum has been attained, the affirmative approval of in excess of 66 2/3% of the total voting interests of all Unit Owners.

13. All other powers necessary to effectuate the purposes for which the Association is organized.

ARTICLE IV
Members

1. Members. The Owner of any Unit in the Condominium shall be a member of the Association. Such membership shall be initially established upon the recording of these Articles and the Declaration among the Public Records of Charlotte County, Florida.

2. Transfer of Membership. Transfer of membership in the Association shall be established by the recording in the Public Records of Charlotte County, Florida of a deed or other instrument establishing a transfer of record title to any Unit for which membership has already been established as

hereinabove provided, the Owner(s) designated by such instrument of conveyance thereby becoming a member, and the prior owner's membership thereby being terminated. In the event of death of a member, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association (i) has issued any approval or consent to transfer as may be required by the Declaration, if require, and (ii) receives a true copy of the deed or other instrument establishing the transfer of ownership of the Unit, and it shall be the responsibility and obligation of the former and new member to provide such true copy of said instrument to the Association.

3. Assignment. The share of a member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit associated with the membership of the member, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such unit.

4. Members Voting Rights. The total number of members' votes shall be equal to the total number of units within the Condominium from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each unit. Each member shall have the number of votes equal to the number of units within the Condominium owned by the member at the time of such vote.

5. Members Meetings. The Bylaws provide for an annual meeting of the members of the Association and may make provision for special meetings of the members.

ARTICLE V
Directors

1. Number of Directors. The affairs of the Association shall initially be managed by a Board consisting of three (3) directors. After transfer of Association control as described in Article IV of the Bylaws, the number of directors shall be as set forth in the Bylaws.

2. Election of Directors. The directors of the Association shall be elected by the members in accordance with the Bylaws, except that so long as the Developer owns any Units in the Condominium, the Developer shall be entitled to designate member and/or non-member directors to the maximum extent permitted by the Florida Condominium Act.

3. Powers and Duties. All of the duties and powers of the Association existing under the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when expressly required by the Declaration, these Articles, the Bylaws, and Chapters 617 or 718, Florida Statutes.

4. Removal and Vacancies. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws and Chapter 718, Florida Statutes; however, any director appointed by the Developer may only be removed by the Developer, and any vacancy on the Board shall be filled by the Developer if, at the time such vacancy is to be filled, the number of remaining directors appointed by the Developer is less than the maximum number of directors which may, at that time, be appointed by the Developer as set forth above.

5. Initial Directors. The names of the members of the first Board of Directors and their offices are as follows:

Prashant Patel, President
Klint Keesling, Vice President
Chris Knight, Secretary/Treasurer

ARTICLE VI
Officers

The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for the filling vacancies, and for the duties of the officers.

ARTICLE VII
Indemnification

1. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if such person had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he did not reasonably believe to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that such person had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by such person in connection therewith.

3. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this Article.

4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VIII
Bylaws

The first Bylaws shall be adopted by the Developer or initial Board, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX
Amendments

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

1. A majority of the Board shall adopt, on its own accord or on the request of not less than fifty percent (50%) of the total voting interests, a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of not less than two thirds (2/3rds) of the Members present and voting, in person or by proxy, at an Association meeting duly called for such purpose.

4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

5. If all of the Directors and a majority of all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements have been satisfied.

6. In addition to the above, so long as Developer controls the Association, Developer shall be entitled to unilaterally amend these Articles and the Bylaws, and no amendment to the Articles or the Bylaws shall be effective without the written consent of Developer. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein

provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment.

7. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy of said amendment shall be recorded in the Public Records of the county in which the Condominium is located.

ARTICLE X
Term

The Association shall have perpetual existence, unless sooner terminated as set forth in the Declaration. In the event the Association is terminated as provided in the Declaration, the storm water management system and related dedicated property and corresponding infrastructure will be conveyed or dedicated to a similar nonprofit organization or entity to assure continued maintenance and operation.

ARTICLE XI
Incorporator

The name and street address of the Incorporator is:

Sean Ellis
Roetzel & Andress, LPA
2320 First Street, Suite 1000
Fort Myers, FL 33901

ARTICLE XII
Initial Registered Office Address and Name of Initial Registered Agent

The name and address of the Registered Agent and the address of the Registered Office is

Roger Miller
FARR Law Firm
99 Nesbitt Street
Punta Gorda, FL 33950

ARTICLE XIII
Dissolution

The Association may be dissolved upon termination of the Condominium as provided in the Declaration.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles this 16th day of April, 2020.

Print Name: Sean Ellis

ACKNOWLEDGMENT OF APPOINTMENT BY REGISTERED AGENT

The undersigned, being the initial registered agent, hereby accepts the appointment as Registered Agent for the Corporation.

FARR, FARR, EMERICH, HACKETT, CARR AND HOLMES, P.A., D/B/A FARR LAW FIRM

By: ______________________

Print Name: ROGER MILLER

Title: ~~VICE~~ REGISTERED AGENT

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

BYLAWS
OF
PARADISE POINTE AT CHARLOTTE HARBOR CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

ARTICLE I: IDENTITY

Paradise Pointe at Charlotte Harbor Condominium Association, Inc., a Florida non-profit corporation (the "Association") is a corporation organized and existing pursuant to the laws of the State of Florida for purposes of operating and administering a Condominium located in Charlotte County, Florida (the "Condominium").

Section 1. Principal Office. The initial principal office of the Association shall be at 6210 Scott Street, Unit 214, Punta Gorda, Florida 33950 or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. Definitions. Unless the context otherwise requires, all terms in these Bylaws shall have the same meaning as are attributed to them in the Articles and Declaration.

ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association. Membership in the Association shall be limited to Owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership of the former Owner in the Association, and said membership shall become vested in the transferee, subject to the Association's approval. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, and enjoy the other rights and responsibilities of membership, but, as hereinafter indicated, the vote of a Unit shall be cast by the voting member. If Unit ownership is vested in a corporation, said corporation shall designate an individual as its voting member.

Section 2. Voting.

(a) There shall be one (1) vote per Unit. The Owner(s) of each Condominium Unit shall be entitled to one vote for each Unit owned. If a Condominium Unit Owner owns more than one Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) In matters that require a vote by the entire membership, and a majority of the voting interests who are entitled to vote under Section 5 of this Article shall decide any question upon which the members are entitled to vote by doing so at a duly called meeting of the members where a quorum is present, unless the Declaration of Condominium, Articles of Incorporation, or Bylaws provide otherwise, in which event the voting percentage required in said documents shall control.

Section 3. Quorum. The presence in person, or by limited or general proxy pursuant to applicable Florida law, of thirty percent (30%) of the members entitled to vote shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote for that Unit and shall be filed with the secretary prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein, and lawful adjournments thereof. A faxed, photocopy, electronically scanned copy, or equivalent reproduction of the original proxy is a sufficient proxy. Holders of proxies need not be members.

Section 5. Electronic Voting. The Association may conduct elections and other owner votes through an Internet-based online system if an owner consents, in writing, to online voting. The Association must comply with the requirements for electronic voting as set forth in Section 718.128 of the Condominium Act and Chapters 61B-23.0021(4) and 61B-23.00211 of the Florida Administrative Code.

Section 6. Designation of Voting Member. If a Unit is owned by one person, such person's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by a corporation, partnership, trust, limited liability company, or other entity, the individual entitled to cast the vote of the Unit for the corporation, partnership, trust, limited liability company, or other entity may be designated in a certificate for this purpose, and filed with the secretary of the Association. The person designated in such certificate as entitled to cast the vote for a Unit shall be known as the "voting member". If such a certificate is not filed with the secretary of the Association, the vote of the Unit concerned shall be cast by any officer, director, partner, member or manager authorized to take such action on behalf of the entity as the case may be. Unless the certificate shall otherwise provide, such certificate shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Unit is owned by more than one person, the following three provisions apply:

(a) They may, but they shall not be required to, designate a voting member by Certificate.

(b) If they do not designate a voting member, and if all or some are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

ARTICLE III: MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting.

Section 2. Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each member at the address which appears on the books of the Association (which shall be the address last furnished to the Association by the Owner), or may be furnished by hand-delivery, or by electronic transmission, to the extent that a member has consented to receive notices by electronic transmission and has not revoked such consent. Any such consent to receiving electronic transmissions shall be deemed revoked if: the Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. Notice of a meeting called to recall a member or members of the Board of Directors pursuant to Section 718.112(2)(j) of the Condominium Act shall not be given by electronic transmission. The member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information will be an "official record" until the member has revoked his consent. However, the Association is not liable for an erroneous disclosure of an electronic mail address or facsimile number. The notice of meeting must be mailed, hand-delivered, or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing is proof of mailing. If ownership of a Unit is transferred after notice has been mailed, no separate notice to the new Owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

Section 3. Annual Meeting; Special Notice Requirements. The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine from time to time. The annual meeting shall be held within forty-five (45) miles of the Condominium Property. At the annual meeting, the members shall elect, by plurality vote, a Board of Directors and shall transact such other business as may have been stated in the notice of said meeting. Notice of the annual meeting shall be posted in a conspicuous location on the Condominium Property in accordance with Board rule for at least fourteen (14) continuous days prior to the annual meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors or upon request in writing of voting members representing at least one-third (1/3) of the total voting interests, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 5. Waiver and Consent. Any approval by Unit Owners called for by the Condominium Act, the Declaration of Condominium or these Bylaws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Condominium Act or the Declaration of Condominium relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these Bylaws, the Articles, the Declaration or Florida law, if approved by Members representing at least the minimum number of votes in the Association necessary to authorize such action at a meeting, if all Members entitled to vote were present and voted. Such approval shall be evidenced by one or more written consents specifically authorizing the proposed action, dated and signed by Members holding the requisite votes. The Association need not give prior notice before soliciting such consent; however, the Association must send written consent forms to all Members for action authorized pursuant to this section to be valid. Members shall sign, date, and deliver such consents to the Association within ninety (90) days after the Association's receipt of the earliest dated consent. The Association's Secretary shall file (or cause to be filed) such consents with the Association's official records and the consents shall have the same force and effect as a vote of the Members at a meeting. After receiving authorization for any action by written consent, the Association shall give (or cause to be given) written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE IV: DIRECTORS

Section 1. Developer's Right to Appoint Directors. The Developer is entitled to appoint, elect, or designate member and/or non-member directors to the maximum extent permitted by Florida law.

Section 2. Transfer of Association Control; Recitation of Section 718.301(1), F.S. Section 718.301(1), Florida Statutes provides as follows:

(1) If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;

(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; or, in the case of an association that may ultimately operate more than one condominium, 7 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 which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 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 which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

Section 3. Membership. Prior to Turnover, the affairs of the Association will be managed by a board of three (3) directors. Starting with the election that takes place on the Turnover Date and then after Turnover, the affairs of the Association will be managed by a board of five (5) directors.

Section 4. Qualifications. Directors need not be members. Co-owners of a Unit may not serve as board members at the same time, unless they own more than one (1) Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. A person who has been suspended or removed by the Division under Chapter 718, or who is delinquent in the payment if any fee, fine or special or regular Assessment as provided in Chapter 718, is not eligible for Board membership. A Director who is more than ninety (90) days delinquent in the payment of regular Assessments or any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy to be filled according to law. A person who has been convicted of a felony in this State or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this State, is not eligible for Board membership unless such felon's civil rights have been restored for a period of no less than at least five (5) years as of the date on which such person seeks election to the Board.

Section 5. Election of Directors by Members. The members shall elect directors at the annual meeting. Notice of elections of directors and nominations of candidates shall be by written ballot in accordance with the Condominium Act. Proxies, limited or general, may not be used in the election of board members. The election of directors by the members shall be by secret ballot and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 6. Term of Office. All directors elected by the members shall serve one (1) year terms, except that any director filling a vacancy shall only serve for the remainder of the term of the director whose vacancy is being filled. Unless otherwise provided by the Act as may be amended from time to time, a Board member may not serve more than eight (8) consecutive years unless approved by an affirmative vote of Unit Owners representing two-thirds (2/3rds) of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy.

Section 7. Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers, and the transaction of other business immediately after their election without further notice.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors, provided that such meetings shall be held no less frequently than quarterly.

Section 9. Special Meetings. Special meetings of the Board may be called by any director, or by the president, at any time.

Section 10. Notice of Meetings. Notice of all Board and committee meetings must be posted in a conspicuous place in the Condominium at least forty-eight (48) hours in advance of a meeting except in an emergency. Notwithstanding, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the notice requirements shall be made by an affidavit of the person providing the notice and filed among the official records of the Association. Notice of each meeting of the Board shall be given by the secretary, or by any other officer or director, which notice shall state the day, place, hour and identification of agenda items to be considered at the meeting. Notices of Board meetings may be given by electronic transmission (to those members who have so consented) in lieu of mail or hand-delivery, when the latter two methods are otherwise required pursuant to the Condominium Act. Notice of such meeting shall be delivered to each director either personally or by telephone or by e-mail at least forty-eight (48) hours before the time at which such meeting is to be held, or by first-class mail, postage prepaid, addressed to such director at his residence or usual place of business, at least five (5) days before the day on which such meeting is to be held. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Manner of Acting. A majority of the directors shall constitute a quorum for the transaction of any business at a meeting of the Board. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of directors is required by statute, the Declaration, the Articles, or these Bylaws. A director may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purposes of creating a quorum.

Section 12. Action Upon Written Consent Without a Meeting. Unless otherwise prohibited by Florida Law, action of the Board may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board.

Section 13. Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment and, unless the time and place of the adjourned meetings are announced at the time of the adjournment, to the other directors, and as otherwise noticed in accordance with Section 10 above. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Presiding Officer. The presiding officer of the Board meetings shall be the president of the Association. In the absence of the presiding officer, the directors shall designate one of their members to preside.

Section 15. Order of Business. The order of business at a Board meeting may be:

(i) Calling of roll;

(ii) Proof of due notice of meeting;

(iii) Reading and disposal of any unapproved minutes;

(iv) Reports of officers and committees;

(v) Election of officers.

The Board may change any agenda to accommodate any meeting circumstances.

Section 16. Open Meetings. All meetings of the Board shall be open to all members except for: (i) meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, or (ii) Board meetings held for the purpose of discussing personnel matters.

Section 17. Committee Meetings. Except for a meeting of a committee of the Board to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget, meetings of committees of the Board are not subject to the provisions of this article, including, but not limited to, the provisions pertaining to notice, open meetings, and recording of meetings.

Section 18. Recording. Any member may tape record or videotape Board meetings, subject to reasonable rules promulgated by the Board.

ARTICLE V: OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice President being members of the Board of Directors shall not apply until control of the Association shall be transferred to the Unit Owners other than the Developer.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors. Officers may be elected by secret ballot pursuant to applicable Florida law.

Section 3. Term. The officers of the Association shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 4. The President. The President shall be the chief executive officer of the Association. The President shall have executive powers and general supervision over the affairs of the Association and other officers.

Section 5. The Vice President. The Vice President shall perform all of the duties of the President in the President's absence and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 6. The Secretary. The Secretary shall issue notices of all Board of Directors meetings and all meetings of the Unit Owners; shall attend and keep the minutes of same; shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees, except those kept by the Treasurer.

Section 7. The Treasurer. The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The Treasurer shall oversee disbursement of the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by the Association's manager/management company or CPA.

Section 8. Proviso. Notwithstanding any provisions to the contrary in these Bylaws, the Association shall maintain separate accounting records for this Association, shall open such records for inspection by Unit Owners of this Condominium or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit Owners of this Condominium or their authorized representatives. In the event the Board of Directors designates a management firm to operate the Condominium on behalf of the Association, said management firm shall be required to follow the aforesaid provisions.

ARTICLE VI: FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association will be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors; and will be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association will be signed by the President or Vice President of the Association; provided, however, that the provisions of any management agreement entered into by the Association and a management firm designated by the Association to operate the Condominium relative to the subject matter in this Section 1 will supersede the provisions hereof. The foregoing is further subject to the applicable provisions of the Declaration of Condominium.

Section 2. Fidelity Bonds or Insurance. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association who control or disburse funds of the Association, and any contractor handling or responsible for Association funds, shall be bonded. The amount of the bond will be determined by the Board of Directors, but in no event may it be less than the minimum amount required under Florida law.

Section 3. Fiscal Year. The fiscal year of the Association will be the calendar year, unless changed by the Board.

Section 4. Determination of Assessments.

(a) The Board of Directors of the Association will fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses will include expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration of Condominium, water and sewer and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium or Florida law. In addition to the statutory reserves the Board may establish one or more "contingency funds" for contingencies and operating expenses for the Condominium and for the Association. The purpose of these contingency funds is to provide financial stability and to avoid the need for Special Assessments on a frequent basis. The amounts proposed to be so reserved must be shown in the proposed annual budget as a line item in the operating portion of the budget. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to lease, maintain, repair and replace the Common Elements of the Condominium. Funds for the payment of Common Expenses will be assessed against the Unit Owners in the proportions or percentages of sharing common expenses as provided in the Declaration of Condominium and exhibits attached thereto. Said Assessments are payable monthly in advance, and due on the first day of each month in advance unless otherwise ordered by the Board of Directors. Special Assessments, if required by the Board of Directors, will be levied in the same manner as herein before provided for regular assessments and will be payable in the manner determined by the Board of Directors.

(b) If the Association contracts for pest control within Units or communications services as defined in Chapter 202, Florida Statutes, information services, or internet services in bulk for the entire Condominium, the cost of such services will be a Common Expense.

(c) An annual budget and level of Assessment for Common Expenses sufficient to fund such budget will be proposed and adopted by the Board of Directors in accordance with the Florida Condominium Act. The Board will hand deliver or mail, or cause to be mailed, to each Unit Owner a notice of the Board of Directors meeting at which the budget will be considered not less than fourteen (14) days prior to said meeting. Such notice must include a copy of the proposed annual budget and Assessment as well as the time and place for the meeting which must be open to the Unit Owners. If the Association fails for any reason to adopt a budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and Assessment for the previous year will continue in effect until changed by the Association.

(d) All Assessments are payable to the Association, even if collected under the provisions of a management agreement.

Section 5. Application of Payments and Commingling of Funds. Reserve and operating funds collected by the Association, or by an Association designated management firm as long as a management agreement is in effect, may be commingled in a single fund for purposes of investment as permitted by the Condominium Act. All decisions to commingle funds must be made by the Board of Directors. All Assessment payments collected will be applied as the Board of Directors determines in its sole discretion.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner is in default in the payment of an installment upon any assessment, the Association may accelerate the assessment installments for the remainder of the fiscal year upon notice thereof to the Unit Owner and, thereupon, the unpaid installments of the assessment together with the assessments for the remainder of the fiscal year shall become due upon the date of recording a claim of lien in the public records. The acceleration of installments may be repeated at the end of each fiscal year thereafter if at the end of such period there remains any sums due and unpaid.

ARTICLE VII: FINANCIAL STATEMENTS

Section 1. Financial Statement or Report. Subject to the requirements of the Act, within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a report of cash receipts and expenditures for the preceding fiscal year. Within twenty-one (21) days after the financial report is either completed by the Association or received from the third party, the Association shall mail or hand deliver to each Owner a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Owner, without charge, within five (5) business days after receipt of a written request from the Owner. The Association may prepare, in lieu of the report of cash receipt and expenditures, compiled, reviewed or audited financial statements without a meeting of or approval by the Unit Owners.

ARTICLE VIII: COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation by a Unit Owner of any of the provisions of the Declaration of Condominium, these Bylaws, or the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail or delivered in person. The Association shall have any or all of the following elections:

(a) An action at law to recover for its damages on behalf of the Association or on behalf of the other Unit Owners;

(b) An action in equity to enforce performance on the part of the Unit Owner;

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or

(d) Mandatory Non-Binding Arbitration. Notwithstanding anything to the contrary herein, in the event of any "dispute", as defined in Section 718.1255 Florida Statutes, between an Owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division prior to filing suit in Charlotte County over the disputed matters.

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act.

Section 2. Fines.

(a) In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by Chapter 718, Florida Statutes, against any Unit owner, resident, occupant, tenant, guest or invitee, for failure to abide by any provisions of the Declaration, these Bylaws or the rules of the Association. No fine will become a lien against a Unit. A fine may be levied for each day of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under Chapter 718, Florida Statutes.

(b) No fine may be levied except after giving reasonable notice and an opportunity for a hearing to the owner, resident, guest or invitee. The notice will include a statement as to the provisions of the Declaration, these Bylaws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association, and a statement providing opportunity for a hearing.

If the opportunity for a hearing is accepted pursuant to the above, a hearing will be held before a committee of other unit owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied will have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and will have an opportunity to review, challenge and respond to any material considered by the committee. If a majority of the committee does not agree with the fine, the fine may not be levied.

(c) Exceptions to Hearing Notice Requirements. The notice and hearing requirements of this Section 2 do not apply to the imposition of suspensions or fines against a Unit Owner or occupant because of failing to pay any amounts due the Association. If such a fine or suspension is imposed, the Association must levy the fine or impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such fine or suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand delivery.

Section 3. Negligence or Carelessness of Unit Owner. Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by the insurance company of rights of subrogation.

Section 4. Costs and Attorneys' Fees. In any proceeding brought by the Association pursuant to these Bylaws, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court, including appellate fees.

Section 5. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any 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 Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Condominium documents, or at law or in equity.

ARTICLE IX: AMENDMENTS TO THESE BYLAWS

Prior to transfer of Association control as provided in Article IV, Section 2 above, these Bylaws may be amended by the Developer alone. Thereafter, these Bylaws may be altered, amended or added to at any duly called meeting of the Unit Owners at which a quorum has been established, provided:

(a) Notice of the meeting must contain a statement and include a copy of the proposed amendment.

(b) The amendment must be approved upon the affirmative vote of the Owners of not less than two thirds (2/3rds) of the Units present and voting, in person or by proxy, at an Association meeting duly called for such purpose.

(c) Said amendment must be recorded and certified as required by the Condominium Act.

(d) No amendment to these Bylaws may be made which affects any of the rights and privileges provided to the Developer in the Condominium documents without the written consent of the Developer.

ARTICLE X: INDEMNIFICATION

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association will not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XII: LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association will not be liable for injury or damage by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XIII: RULES AND REGULATIONS

In addition to the rules and regulations set forth in the Declaration of Condominium, the Rules and Regulations adopted and amended by the Board from time to time will govern the use of the Units, Common Elements, Limited Common Elements, and any other Condominium Property, and also the conduct of all residents and Occupants thereof. The Unit Owners must, at all times, obey said Rules and Regulations and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. In the event of any conflict between (a) the Rules and Regulations adopted from time to time, and (b) the Declaration, Articles and Bylaws or the Florida Condominium Act, (b) will control.

ARTICLE XIV: ARBITRATION

As required by the Florida Condominium Act, all issues or disputes which are recognized by the Florida Condominium Act or by administrative rules promulgated under the Florida Condominium Act as being required for mediation or arbitration will be resolved through such alternative resolution procedures instead of civil litigation.

ARTICLE XV: EMERGENCY POWERS

The following will apply to the extent not viewed to be in conflict with the Florida Condominium Act:

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board of Directors of the Association may:

(a) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(b) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 6 below:

(a) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practical manner, including by publication and radio; and

(b) The Director or Directors in attendance at a meeting will constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association binds the Association and shall have the presumption of being reasonable and necessary.

Section 4. An officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the Bylaws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

ARTICLE XVI: CERTIFICATE OF COMPLIANCE

A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of Compliance of the Condominium Units to the applicable fire and safety codes.

ARTICLE XVIII: CONFLICT

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