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CRYSTAL K. KINZEL, CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
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Instrument prepared by and return to:
Steven M. Falk, Esq., Falk Law Firm, P.A.
7400 Trail Blvd., Suite 103
Naples, FL 34108
(239) 596-8400

(Space above line for recording information)

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CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President of Indies West Association, Inc., a Florida corporation not for profit, does hereby certify that the members approved the amendments to the governing documents attached hereto as Exhibit "A" at the duly noticed Special Members' Meeting held on November 10, 2025, at which a quorum was present. The Declaration of Condominium for Indies West, a Condominium was recorded in O.R. Book 238, Page 670, Public Records of Collier County, Florida and the Amended and Restated Declaration of Condominium for Indies West, a Condominium was recorded in O.R. Book 4560, Page 3231, Public Records of Collier County, Florida, as subsequently amended.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and the seal of the corporation.

Witnesses:

INDIES WEST ASSOCIATION, INC. (SEAL)

Flower Barrero
Print Name: FLOWER BARRERO
Print Witness Address: 580 Saint Andrews
NAPLES, FL. 34113

By: _____
Lisa DeStefano
Its: President

Mike Post
Print Name: MIKE POST
Print Witness Address: 2201 GULF SHORE BLVD. N.
NAPLES, FL 34102

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 8th day of DECEMBER, 2025, by (✓) physical presence or ( ) online notarization, by Lisa DeStefano, as President of Indies West Association, Inc., the corporation described in the foregoing instrument, who is (✓) personally known to me or ( ) who has produced _____ as identification, and acknowledged executing the same under authority vested in her by said corporation.

NANCY J. WRIGHT
MY COMMISSION # HH 284272
EXPIRES: May 12, 2026

_____
Notary Public
NANCY J. WRIGHT
My Commission Expires: 5/12/2026

4898-4760-5881, v. 1

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

INDIES WEST, A CONDOMINIUM

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EXHIBIT "A"

Falk Law Firm, P.A.
7400 Trail Blvd., Suite 103, Naples, FL 34108
(239) 596-8400

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FOR
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
INDIES WEST, A CONDOMINIUM

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

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR INDIES WEST, A CONDOMINIUM

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KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the original Declaration of Condominium for Indies West, a Condominium was recorded in Official Records Book 238, Page 670, Public Records of Collier County, Florida and was subsequently amended and restated by the Amended and Restated Declaration of Condominium for Indies West, a Condominium recorded in Official Records Book 4560, Pager 3231, Public Records of Collier County, Florida. The Amended and Restated Declaration of Condominium, as it has previously been amended, is hereby further amended in part and restated in its entirety.

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

2. **NAME AND ADDRESS:** The name of the Condominium is Indies West, a Condominium, and its address is 2200 Gulf Shore Blvd. N., Naples, Florida.

3. **DESCRIPTION OF CONDOMINIUM PROPERTY:** The land submitted to the condominium form of ownership by the original Declaration as amended (hereinafter the "Land") is legally described as follows:

> All of Lots 12 and 13 and the North 100 feet of Lot 11, Block "S" of the Moorings, Unit No. 2, according to the recorded Plat thereof recorded in Plat Book 3, Pages 83 and 84, of the Public Records of Collier County, Florida.
>
> also
>
> All that part of vacated Gulf Shore Boulevard, as vacated by the City Council of the City of Naples by vacating ordinance No. 1235 dated September 21, 1966, the description of said property being contained in the copy of said ordinance recorded in O.R. Book 223 at Page 547 of the Public Records of Collier County, Florida.

4. **DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, as it exists on the date hereof, except with respect to Section 18 below (the "Condominium Act"), unless the context otherwise requires.

4.1 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Units.

4.2 "Association" means Indies West Association, Inc., a Florida corporation not for profit, the legal entity responsible for the operation of the Condominium.

4.3 "Association Property" means all property, real or personal, which is owned or leased by or is dedicated by a recorded plat to, the Association for the use and benefit of the Unit Owners.

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

4.5 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents, or profits, collected by the Association which exceeds Common Expenses.

4.5.1 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Section 718.115 of the Condominium Act.

4.5.2 "Condominium Documents" means and includes this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations, and Exhibits "A" and "B" to this Declaration (survey and elevations/floor plans, respectively), all as amended from time to time.

4.5.3 "Condominium Property" means the Land and improvements, any personal property, and all easements and rights appurtenant thereto, regardless of whether contiguous, which were subjected to condominium ownership.

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

(A) One person (as used in the Condominium Documents, the term "person" or "natural person" shall mean a real person as opposed to an artificial entity such as a corporation, partnership or trust).

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

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

4.7 "Guest" means any person who is not the Unit Owner or a Lessee or a member of the Unit Owner's or Lessee's Family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Unit Owner or other permitted occupant without the payment of consideration (whether monetary or otherwise). "Guest" also means one who visits the Unit Owner or Lessee without being physically present in or occupying the Unit (i.e., such person is present in the Common Elements).

4.8 "Institutional Mortgagee" means the mortgagee (or its assignee) of a first mortgage against a Condominium Parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit-sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Condominium Parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.9 "Lease" means the grant by a Unit Owner of a temporary right of use of the Unit Owner's Unit for valuable consideration, including the grant of a license via Airbnb or similar service, a house swap, barter, business "perk" or similar arrangement that involves consideration other than rent.

4.9.1 "Lessee" means the person(s) to whom the Unit Owner has granted a temporary right of use of the Unit Owner's Unit or boat slip for valuable consideration. The term "Tenant" is substituted for "Lessee" in certain instances in the Condominium Documents for the purpose of consistency with the Condominium Act.

4.10 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit it or it is otherwise expressly provided.

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

4.12 "Primary Occupant" means a person approved by the Board of Directors for occupancy of a Unit when title to the Unit is held in the name of 2 or more persons who are not spouses, or by a trustee or a corporation, partnership, limited liability company or other entity that is not a person.

4.13 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, subject to any limits set forth in this Declaration.

4.14 "Unit" means and refers to that portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified Units as set forth in the Original Declaration, as amended.

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

4.16 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Unit Owners of each Unit collectively are entitled to one vote in Association matters. There are 80 Units and therefore there are a total of 80 Voting Interests.

5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS:

5.1 Survey, Elevations and Floor Plans. Attached hereto as Exhibits "A" and "B" are a survey of the Land, elevation and floor plans, which graphically describe the improvements in which

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Units are located, and which show all the Units including their identification numbers, locations and approximate dimensions and the Common Elements and Limited Common Elements. Each Building "A" through "T" of the Condominium contains 4 Units numbered "1" through "4". The downstairs Units being odd numbers, "1" and "3" and the upstairs Units being even numbers "2" and "4". Each Unit includes that part of the building that lies within the following boundaries:

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

(1) Upper Boundaries. In all Units, the upper boundary is the plane of the under surfaces of the ceiling joists.

(2) Lower Boundaries. For Units on the first floors, the lower boundary is the plane of the under surface of the floor slab. For Units on the second floor, the lower boundary is the plane of the under surface of the floor joists.

(B) Perimeter Boundaries. The perimeter boundaries are as follows:

(1) Exterior Boundaries. The exterior boundaries of a Unit shall be the exterior of the outside walls of the building except where there is attached to the building a terrace, canopy, stairway or other portion of the building serving only the Unit being bounded, in which event the boundaries shall be such as will include all of such structures. In case of common stairways or canopies, to the center line of such stairway or canopy between the 2 Units.

(2) Interior Boundaries. The interior boundary of a Unit shall be the center line of the boundary walls.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Appurtenances to Each Unit. Each Unit Owner shall have certain rights and own a certain interest in the Condominium Property which are inherent in ownership of the Unit and run with title to the Unit, including without limitation the following:

(A) Ownership. Ownership of the Unit together with a 1/80 undivided share in the Land and other Common Elements of the Condominium and the Common Surplus.

(B) Membership. Membership and voting rights in the Association is acquired and exercised pursuant to the provisions of the Amended and Restated Articles of Incorporation ("Articles") and the Second Amended and Restated Bylaws of the Association ("Bylaws"), attached hereto as Exhibits "C" and "D," respectively.

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

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

(E) Other Appurtenances. Other appurtenances that may be provided in this Declaration and its exhibits and the Condominium Act.

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

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

7. COMMON ELEMENTS: EASEMENTS:

7.1 Definition. The term "Common Elements" means all portions of the Condominium Property not included within the Units, and includes without limitation the following:

(A) Land. The Land.

(B) Building. All portions of the building and other improvements not included within the Units are Common Elements, except for certain portions of the Common Elements which are designated as Limited Common Elements.

(C) Easements. Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to Units and the Common Elements, and an easement of support in every portion of a Unit which contributes to the support of a building.

(D) Supply of Services. The property and installments required for furnishing utilities and other services to more than one Unit or to the Common Elements.

(E) Other Common Elements. Any other parts of the Condominium Property designated as Common Elements in the Original Declaration, this Declaration or any recorded exhibit thereto or under the Condominium Act also constitute Common Elements.

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

(A) Utility and other Easements. The Association has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, telecommunications, telephone, water, sewer, electronic security or other utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, and to grant easements or relocate any existing easements in any portion of the Common Elements or Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or for the general health or welfare of the Unit Owners. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to

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which any such utility-related equipment, facilities or material are to be so transferred. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association.

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

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective Guests, Lessees, licensees and invitees for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways. None of the easements specified in this paragraph shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(D) Easements Created and Reserved in Original Declaration. The Condominium is also subject to such other easements created and reserved in the Original Declaration in addition to those easements previously recorded in the Public Records of Collier County, Florida or easements created under the Condominium Act.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units. However, the foregoing shall not prevent the Association from pledging, assigning or otherwise encumbering Assessments and other personal property (whether tangible or intangible) owned by the Association as collateral for a loan.

8. LIMITED COMMON ELEMENTS:

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

(A) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced solely at the expense of the Owner of the Unit.

(B) Balconies. Any balcony attached to and servicing exclusively a Unit shall be a Limited Common Element (Exhibits "B-2" and "B-3" show a typical floor plan). The Unit Owner shall be responsible for the maintenance, repair and replacement of the wiring, electrical outlet(s), light bulbs and carpeting, coverings or enclosures on the balcony and the day-to-day cleaning and care of the interior of

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his balcony and painting. The Unit Owner shall not be responsible for the balcony railings, exterior of the balcony or structural work to any portion of the balcony. No balcony may be carpeted, covered or enclosed in any way without prior written approval of the Board of Directors.

(C) Garages, Storage Space.

Each Unit shall have one garage and one storage space, bearing a related Unit number, in the building in which the Unit is located, which shall be a Limited Common Element (Exhibit "B-2" shows a typical garage and storage space). The maintenance, repair and replacement and insurance of the garage and storage space shall be a Common Expense. The Unit Owner shall be responsible for the general care of the garage and storage space. For example, the Unit Owner shall undertake the day-to-day cleaning and care of the area, but painting or repairs shall be a Common Expense. Notwithstanding anything to the contrary in this Declaration, the Association shall not be responsible for the maintenance, repair and replacement of any modifications to the garages and storage spaces. The additional outside parking spaces are Common Elements which shall be used as provided by the Condominium Documents.

(D) Washer, Dryer and Water Heater.

The washers, dryers and water heaters located on the Condominium Property shall be deemed Limited Common Elements appurtenant to the Units in the building in which each washer, dryer and water heater is located. The dryers and water heaters located inside Units are not Limited Common Elements. Each Unit Owner shall be responsible for the maintenance, repair and replacement of the water heater located in his or her garage. The Unit Owners in a building shall be collectively responsible for the maintenance, repair and replacement of the washer and dryer that are a Limited Common Element appurtenant to those Units.

(F) Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 11 below to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it.

9. ASSOCIATION: The operation of the Condominium is by the Association, which shall perform its function pursuant to the following:

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

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

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property or employ a licensed community association manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of the Condominium Documents, and maintenance, repair and replacement of the Common Elements with

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funds made available by the Association for such purposes. The Association and its Officers however shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The membership of the Association shall be the record owners of legal title to the Units, as further provided in the Bylaws.

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

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose fees for the use of Common Elements or Association Property if the fees relate to expenses incurred by an Owner having temporary, exclusive use of the Common Elements or Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the Units. However, agreements acquiring leaseholds, memberships or other possessory or use interests shall be considered a material alteration or substantial addition to the Association's real property.

9.7 Purchase of Units. The Association has the power to purchase one or more Units in the Condominium at a foreclosure sale resulting from the foreclosure of the Association's Claim of Lien, by deed in lieu of such foreclosure or after the Board rejects a proposed transfer of a Unit, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors. The purchase of one or more Units in the Condominium in other than the contexts described in the preceding sentence must be approved in the manner set forth in Section 9.8 below.

9.8 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.7 above, the power to acquire ownership interests in real property that costs more than $25,000.00 shall be exercised by the Board of Directors, but only after approval by at least a majority of the Voting Interests.

9.9 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, leased or otherwise encumbered by vote of the Board of Directors, without need for authorization by the Unit Owners. Except as provided in Section 9.7 above, any real property owned by the Association may be conveyed by the Board of Directors, but only after approval by at least a majority of the Voting Interests. The Board of Directors shall have the authority to convey personal property without the need for authorization by the Unit Owners

9.10 Roster. The Association shall maintain a current roster of all Unit Owners and their mailing addresses, Unit identifications, and, if known, telephone numbers, based upon information

supplied by the Unit Owners. The Association shall also maintain the electronic mailing addresses and facsimile numbers designated by Unit Owners for receiving notice by electronic transmission, but only for those Unit Owners who have consented to receive Association notices by electronic transmission. The electronic mailing addresses and facsimile numbers of a Unit Owner shall be removed from the Association's official records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for the inadvertent disclosure of the electronic mail address or the facsimile number for receiving electronic transmission of notices. In the absence of the Unit Owner's written consent, the roster shall not include any address other than as provided to fulfill the Association's notice requirements, with the exception of the Unit's address.

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

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

10.1 Common Expenses. Common Expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Association Property, the expenses of operating the Association, and any costs of insurance acquired by the Association under the authority of Section 718.111(11) of the Condominium Act, including the costs and contingent expenses required to participate in a self-insurance fund authorized and approved pursuant to Section 624.462, Florida Statutes and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units shall be a Common Expense. If the Association contracts for pest control within Units or other bulk services, the cost of such services shall be a Common Expense. If there shall become available to the Association a program of contract maintenance for water heaters within Units, air-conditioning compressors and/or air handlers serving individual Units or appliance maintenance, the Association may enter into such contractual undertakings upon approval of the Board of Directors. If the Association contracts on a bulk basis for communications services as defined in Chapter 202, Florida Statutes, information services or Internet services, the cost of such bulk services is a Common Expense. A contract for communications services as defined in Chapter 202, Florida Statutes, information services or Internet services, must be for at least 2 years.

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

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

distribution of his or her share of the Common Surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The Unit Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Unit Owner. Multiple Unit Owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a Condominium Parcel is transferred for any reason, the new Unit Owner is jointly and severally liable with the previous Unit Owner for all Assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new Unit Owner may have to recover from the previous Unit Owner any amounts paid by the new Unit Owner.

10.5 No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the Assessments are made, or by interruption in the availability of the Unit of the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his or her share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before 10 days after the date due shall not bear interest, but the Association may charge interest at the highest rate allowed by law, calculated from the date due until paid on all sums not timely paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent Assessments. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

10.7 Acceleration. If any Special Assessment or installation of a Regular Assessment as to a Unit becomes more than 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, 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 Unit Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Unit Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each 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 of the Condominium Act, the lien is effective from and shall relate back to the date the Original Declaration was recorded in the Public Records of Collier County, Florida. 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 Collier County, Florida. The Claim of Lien must state the description of the Condominium Parcel, the name of the record Unit 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 that are due and that may accrue after the Claim of Lien is recorded and through the entry of a final judgment, as well as interest, administrative late fees and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid Assessments 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.

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

10.11 Certificate as to Assessments. Pursuant to Section 718.116(8) of the Condominium Act, within 10 business days after receiving a written or electronic request by a Unit Owner, or his or her designee, or Unit mortgagee, or his or her designee, the Association shall issue an estoppel certificate (sometimes referred to as an "estoppel letter"). The estoppel certificate must be provided by hand delivery, regular mail or e-mail to the requesting party on the date the estoppel certificate is issued. The estoppel certificate shall be substantially in the form set forth in Section 718.116(8) of the Condominium Act. Notwithstanding any limitation on transfer fees contained in Section 718.112(2)(i) of the Condominium Act, the Association or its authorized agent may charge a reasonable fee for the preparation and delivery of the estoppel certificate. The fee shall not exceed the amount permitted by Section 718.116(8) of the Condominium Act. The authority to charge a fee for the preparation and delivery of an estoppel certificate shall be established by a written resolution adopted by the Board of Directors or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. If the estoppel certificate is requested in conjunction with the sale or mortgage of a Unit but the closing does not occur and no later than 30 days after the closing date for which the estoppel certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the Unit Owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the Unit Owner, and the Association may collect it from that Unit Owner in the same manner as an Assessment as provided in the Condominium Act. The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Condominium Act to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to a prospective purchaser, lienholder, or the Unit Owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than information required by law to be made available or disclosed, if the fee does not exceed $150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response. The Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."

10.12 Enforcement Against Tenants. Subject to the procedures and limitations set forth in Section 718.116(11) of the Condominium Act, if a Unit is occupied by a Tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written

demand that the Tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The Tenant must pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant discontinues tenancy in the Unit. The Association may issue notice and sue for eviction as if the Association were a landlord if the Tenant fails to pay a required payment to the Association after written demand has been made to the Tenant. However, the Association is not otherwise considered a landlord.

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows (notwithstanding anything to the contrary contained in this Declaration, responsibility for repairs or reconstruction required due to an insurable event is set forth in Section 15 below):

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

(A) Electrical wiring up to the circuit breaker panel in each Unit.

(B) Water pipes up to the individual Unit cut-off valve within or serving the Unit.

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

(D) Fire alarm systems and sprinkler systems if part of an overall system serving a building as opposed to an individual smoke detector that is not part of such overall system.

(E) All exterior building walls.

(F) Caulking and weather-stripping on the exterior of the residential buildings.

(G) Water supply shut-off valves for the Units.

(H) Cable television and telecommunications lines and equipment up to the box located in an Owner's garage. Each Owner shall be obligated to maintain, repair and replace all cable television and telecommunications lines and equipment from the box and leading to and inside of his Unit.

(I) All parking areas, trash receptacle areas and parking garages, except those portions of the private garages to be maintained by the Owner to which such Limited Common Element has been assigned.

(J) Any terrace, canopy, stairway or other attachment to a building that was part of the original construction of the Condominium or a replacement of like kind and quality shall be maintained by the Association notwithstanding the fact that the terrace, canopy, stairway or other attachment to a building is part of the Unit pursuant to Section 5 above. The Association shall not be responsible for modifications, alterations, additions or installations otherwise made by Owners.

(K) Balcony railings.

The Association shall not be responsible for unavoidable, incidental damage caused to a Unit or Limited Common Elements (or any modifications, installations, alterations thereto made by Unit Owners) by work performed or ordered to be performed by the Association.

Notwithstanding the Association's maintenance, repair and replacement responsibilities pursuant to this Declaration, if any maintenance, repair or replacement shall be made necessary because of the negligent act or omission of a Unit Owner, his Family, Lessees, Guests, occupants of his or her Unit or invitees, the work shall be done by the Association at the expense of the Unit Owner.

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

(A) Maintenance, repair and replacement of screens, windows, window glass, sliding glass doors and all related hardware and frameworks.

(B) All doors affording access to or those inside the Unit, including the related hardware and framework.

(C) Except as set forth in Section 11.1 above, electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or serving only the Unit.

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

(E) Appliances, water heaters and vent fans.

(F) Air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively.

(G) Carpeting and other floor coverings in the Unit or on its balcony.

(H) Automatic garage door openers and the interior of parking garages.

(I) Hurricane protection, including hurricane shutters. The term "hurricane protection", as used in this Declaration, shall have the meaning set forth in Section 718.103(19) of the Condominium Act.

(J) Shower pans.

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

(L) All interior, partition walls which do not form part of the boundary of the Unit.

(M) Built-in shelving, cabinets, counters, storage areas and closets.

(N) The Limited Common Elements appurtenant to the Unit, as set forth in Section 8.1 above.

Notwithstanding the foregoing, the Association may maintain the items in (A) and (B) above as a

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Common Expense as part of a general plan of improvement, renovation or repair.

11.3 Other Unit Owner's Responsibilities. Each Unit Owner shall have the following responsibilities:

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

(B) Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to any restrictions in this Declaration and the Rules and Regulations.

(C) Modifications and Alterations. If a Unit Owner makes any modifications, alterations, installations or additions to his Unit, Limited Common Element or the Common Elements, the Unit Owner and his successors in title shall be financially responsible for the maintenance, repair and replacement of the modifications, installations, alterations or additions, as well as the cost of repairing any damage to the Limited Common Elements and/or Common Elements resulting from same, and any insurance that the Owner obtains, in his discretion. Material alterations, modifications, installations and substantial additions to the Unit and material alterations, modifications, installations and substantial additions to the Common Elements (including any Limited Common Elements) must be approved by the Board of Directors. The Board of Directors may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

(D) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit, Limited Common Element or Common Elements, whether with or without Association approval, such Unit Owner shall be deemed to have warranted to the Association and its members that his or her contractor(s) are properly licensed (to the extent required by law) and fully insured and that the Unit Owner will be financially responsible for any resulting damage to persons or property. The Unit Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its members from any construction liens which may attach to Limited Common Elements and/or Common Elements and which are attributable to work performed by or for the benefit of the Unit Owner.

11.4 Alterations by Unit Owners. No Unit Owner shall make or permit the making of any structural or material alterations or substantial additions to his or her Unit, the Common Elements (including the placement of objects in the Common Elements), Limited Common Elements (including balconies) or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. 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 the prior written approval of the Board of Directors and subject to the Condominium Documents. The installation of hurricane protection is subject to Section 11.10 below. No Owner may alter the landscaping of the Common Elements in any way. The Association shall have the ability to impose reasonable Rules and Regulations on construction within Units, including without

limitation: establishing permitted working hours; the requirements for a compliance bond or deposit; the period of time within a calendar year in which work that constitutes a structural or material alteration or substantial addition is permitted in Units; and, for the purpose of preventing undue noise transmission between Units, the manner in which Unit Owners may install floor coverings.

11.5 Combining Units. With prior approval from the Board of Directors, a Unit Owner may remove any non-structural party wall between 2 Units or connect 2 Units vertically by stairway or elevator in order that the Units might be used together as one integral living space. In such event, all Assessments, voting rights and the share of Common Elements shall be calculated as such Units were originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, with the intent and purpose that the Owner of such "combined" Units shall be treated as the Owner of as many Units as have been combined.

11.6 Material Alterations and Substantial Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall not make material alterations or substantial additions to the Common Elements or the real property owned by the Association costing more than 5% of the Association's annual budget (including reserves) in the aggregate in any fiscal year, without approval from at least a 67% of the Voting Interests. Except for changes in the use of the Common Elements or Association Property, material alterations and substantial additions that do not cost more than 5% of the Association's annual budget (including reserves) in the aggregate in any fiscal year may be made by the Board of Directors without membership approval. The Members may approve material alterations and substantial additions pursuant to a ratification vote if prior approval has not been secured. Prior membership approval is not required, regardless of the cost or whether the work constitutes a material alteration or substantial addition to the Common Elements or Association Property, if the work is: reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property, or any part thereof; reasonably necessary to comply with any local, state or federal law or regulation; or intended for the security and safety of the Unit Owners. The Board of Directors may make available, install, or operate an electric vehicle charging station upon the Common Elements or Association Property and establish the charges or the manner of payments for the Unit Owners, residents, or guests who use the electric vehicle charging station. For the purposes of this Section 11.6, the installation repair, or maintenance of an electric vehicle charging station does not constitute a material alteration or substantial addition to the Common Elements or Association Property. The Board of Directors may, without any requirement for approval of the Unit Owners, install upon or within the Common Elements or Association Property, solar collectors or other energy-efficient devices based on renewable resources for the benefit of the Unit Owners.

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

11.8 Negligence; Damage Caused by Condition in Unit. The Unit Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his or her wrongful act or negligence, or by that of any member of his or her Family, Guests, employees, agents, or Lessees. Each Unit Owner has a duty to maintain his or her 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, including complying with the provisions of the Condominium Documents. 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 Unit Owner of the offending Unit shall be liable for the damage.

11.9 Association's Access to Units. Pursuant to Section 718.111(5)(a) of the Condominium Act, the Association has an irrevocable right of access to each Unit and Limited Common Elements during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements, Limited Common Elements or to a Unit. The Association may enter an "abandoned" (as such term is defined in Section 718.111(5)(b) of the Condominium Act) Unit to inspect the Unit and adjoining Common Elements; make repairs to the Unit or to the Common Elements serving the Unit, as needed; repair the Unit if mold or deterioration is present; turn on utilities for the Unit; or otherwise maintain, preserve, or protect the Unit and adjoining Common Elements. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as fire alarms and sprinkler systems as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. Any expense incurred by the Association pursuant to Section 718.111(5)(b) of the Condominium Act is chargeable to the Unit Owner and enforceable as an Assessment pursuant to Section 718.116 of the Condominium Act, and the Association may use its lien authority provided by Section 718.116 of the Condominium Act to enforce collection of the expense. The Association may petition a court of competent jurisdiction to appoint a receiver to lease out an abandoned Unit for the benefit of the Association to offset against the rental income the Association's costs and expenses of maintaining, preserving, and protecting the Unit and the adjoining Common Elements, including the costs of the receivership and all unpaid Assessments, interest, late fees, costs, and reasonable attorneys' fees.

Unit Owners are obligated to provide the Association with a key to their Units, as well as any alarm and keypad codes, if applicable.

11.10 Hurricane Protection. The installation of hurricane protection by a Unit Owner shall be subject to regulation by the Board of Directors in accordance with its specifications. The Board of Directors shall not refuse to approve the installation or replacement of hurricane protection by a Unit Owner if the installation or replacement conforms to the specifications adopted by the Board of Directors and the applicable building code. However, the Board of Directors may require the Unit Owner to adhere to an existing unified building scheme regarding the external appearance of the Condominium. The Board of Directors' specifications may include color, style and other factors deemed relevant by the Board of Directors. All specifications adopted by the Board of Directors must comply with the applicable building code. The installation, replacement, operation, repair and maintenance of hurricane protection in accordance with the Condominium Act is not considered a material alteration to the Common Elements or Association Property.

The Board of Directors may, subject to Section 718.3026 of the Condominium Act and the approval of a majority of the Voting Interests, install or require that Unit Owners install hurricane protection that complies with or exceeds the applicable building code. A vote of the Unit Owners to require the installation of hurricane protection must be set forth in a certificate attesting to such vote and include the date that the hurricane protection must be installed. The Board of Directors must record the certificate in the Public Records of Collier County, Florida. Once the certificate is recorded, the Board of Directors must mail or hand deliver a copy of the recorded certificate to the Unit Owners at the Unit Owners' addresses, as reflected in the records of the Association. The Board of Directors may provide to Unit Owners who previously consented to receive notice by electronic transmission a copy of the recorded certificate by electronic transmission. The failure to record the certificate or send a copy of the recorded certificate to the Unit Owners does not affect the validity or enforceability of the vote of the Unit Owners.

If hurricane protection that complies with or exceeds the current applicable building code has been previously installed, the Board of Directors may not install the same type of hurricane protection or require that Unit Owners install the same type of hurricane protection unless the installed hurricane protection has reached the end of its useful life or unless it is necessary to prevent damage to the Common Elements or to a Unit.

A Unit Owner is not responsible for the cost of any removal or reinstallation of hurricane protection, including exterior windows, doors, or other apertures, if its removal is necessary for the maintenance, repair, or replacement of other Condominium Property or Association Property for which the Association is responsible. The Board of Directors shall determine if the removal or reinstallation of hurricane protection must be completed by the Unit Owner or the Association. If such removal or reinstallation is completed by the Association, the costs incurred by the Association may not be charged to the Unit Owner. If such removal or reinstallation is completed by the Unit Owner, the Association must reimburse the Unit Owner for the cost of the removal or reinstallation or the Association must apply a credit toward future assessments in the amount of the Unit Owner's cost to remove or reinstall the hurricane protection.

Except as provided in the preceding paragraph, if the installation of hurricane protection is the responsibility of the Unit Owners pursuant to a vote of the Unit Owners, the cost of the installation of hurricane protection by the Association is not a Common Expense and must be charged individually to the Unit Owners based on the cost of installation of the hurricane protection appurtenant to the Unit. The costs of installation of hurricane protection are enforceable as an Assessment and may be collected in the manner provided under Section 718.116 of the Condominium Act.

The Board of Directors may operate hurricane protection without permission of the Unit Owners only if such operation is necessary to preserve and protect the Condominium Property or Association Property.

Notwithstanding Section 718.116(9) of the Condominium Act, and regardless of whether this Declaration requires the Association or Unit Owners to install, maintain, repair or replace hurricane protection, the Owner of a Unit in which hurricane protection that complies with the current building code has been installed is excused from any Assessment levied by the Association or shall receive a credit if the same type of hurricane protection is installed by the Association. A credit is applicable if the installation of hurricane protection if for all other Units that do not have hurricane protection and the cost of such installation is funded by the Association's budget, including the use of reserve funds. The credit must be equal to the amount that the Unit Owner would have been assessed to install the hurricane

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protection. However, such Unit Owner remains responsible for his or her pro rata share of expenses for hurricane protection installed on Common Elements and Association Property by the Board of Directors pursuant to Section 718.113(5) of the Condominium Act and remains responsible for his or her pro rata share of the expense of the replacement, operation, repair and maintenance of such hurricane protection. Expenses for the installation, replacement, operation, repair or maintenance of hurricane protection on Common Elements and Association Property are Common Expenses.

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

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

12.1 Units. Each Unit shall be occupied by only one Family and its Guests, as a residence and for no other purpose. Except as provided in Section 12.5 below, the maximum number of persons who may occupy a Unit is 6. No business or commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incidental to residential use.

12.2 Guest Registration. All overnight Guests who are not accompanied by Unit Owners must be registered with the Association office and authorized by written instructions from the Owner to avoid having their presence challenged by other Owners, security, or management. The Owner shall submit the names of all house Guests and the length of their stay in writing to the management office in advance. Further, the Guests vehicles shall be registered with the Association. Failure to register a vehicle may result in the vehicle being towed from the Condominium without notice.

12.3 Occupancy in Absence of Owner. If the Owner and his Family who permanently reside with him are absent, and are not occupying it, and the Unit has not been leased, the Owner may permit his Unit to be occupied by his Guests only in accordance with the following:

(A) Related Guests. Any one person related to an Owner within the first degree by blood, adoption, legal custody or adoption, and that person's spouse and members of his Family within the first degree by blood, adoption, legal custody or adoption, are permitted to occupy the Unit in the absence of the Owner. The maximum number of persons who may occupy the Unit is 6.

(B) Unrelated Guests. Guests not included within Section 12.3(A) above are permitted for only one Family occupancy in the Owner's absence and then only with the proviso that that Family

consist of no more than 6 persons. Such Guests may stay only a total of 60 days in a 12 month period, with a limit of 3 occasions for this type of Guest occupancy.

(C) Owners who absent themselves from their Unit for a period of more than one week shall notify the Association of such vacancy and shall provide the Association with contact information for the Owner. The Association shall have the right to adopt Rules and Regulations regarding the maintenance of vacant Units, including the requirement for periodic inspections.

12.4 Exceptions. Upon prior written application by the Unit Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity.

12.5 Occupancy in the Presence of the Owner. There is no restriction on the number of Guests who may occupy a Unit in the presence of the Owner if the Guests are related to the Owner. The number of Guests who are not related to the Owner who may occupy a Unit in the presence of the Owner is limited to 4. In no event shall the total number of occupants in a Unit under this Section 12.5 exceed the number permitted by applicable local ordinance.

12.6 Minors. All occupants under 18 years of age shall be supervised as appropriate by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

12.7 Nuisances. No Owner shall use or permit a Unit, Limited Common Elements or Common Elements to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to others, or which would be inconsistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No person shall interfere with the Association's property manager, property management company, employees, agents, vendors and contractors in the performance of their obligations pursuant to the Governing Documents, contracts, statutes and ordinances, as applicable. Nothing may be stored, maintained or permitted on the Condominium Property which is not permitted by Federal, State, County laws, ordinances or the Condominium Documents.

12.8 Signs. No Owner may post or display signs, including, but not limited to, "For Sale", "For Rent", "Open House", or other similar signs, anywhere on the Condominium Property, including those posted in windows of buildings or motor vehicles.

12.9 Use of Common Elements and Outside Areas of Units. The Common Elements shall not be obstructed, littered, defaced or misused in any manner. Balconies, terraces, porches, walkways and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property. Tables and other furniture are permissible on balconies but not on terraces, porches, walkways and stairways.

12.10 Pets. Except for birds in a cage or fish in an aquarium located within the interior portions of the Unit, no pets of any kinds are permitted in Units or the Common Elements at any time. The term "pets" includes, without limitation, cats, dogs, reptiles, amphibians, livestock and other animals of all kinds.

12.11 Exclusive Use – Boat Slips. Subject to the Rules and Regulations, the Association may lease a boat slip to a Unit Owner or to a Lessee for a period of time, not to exceed one year, thereby granting the exclusive use of said boat slip to the Unit Owner or the Lessee for and during the term of the lease. The rent to be paid under a boat slip lease shall be established by the Board of Directors.

12.12 Commercial Vehicles. The overnight parking of commercial vehicles anywhere on the Condominium Property (including in a garage) is prohibited. The term "commercial vehicles" means, without limitation, service vehicles, commercial trucks, vehicles which are used for the primary purpose of transportation of commercial goods, vehicles that contain commercial markings, racks or tools in the bed, boats, trailers, campers, travel trailers, mobile homes and recreational vehicles. A Unit Owner and other permitted occupants of the Unit may park non-commercial vehicles in designated spaces on the Condominium Property and in a garage as long as the vehicles fit entirely within the garage. Vans, sport utility vehicles and pic- up trucks shall be considered to be non-commercial vehicles if they are used for the primary purpose of transportation of passengers and their personal possessions and do not contain commercial markings, racks or tools in the bed.

12.13 Antennas, Satellite Dishes and Flags. Unit Owners may not install antennas or satellite dishes, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the Limited Common Element lanai. The Board of Directors may require that a Reception Device be painted in order to blend into the appearance of the rest of the building. The installation and display of flagpoles and flags shall be subject to regulation by the Board of Directors. However, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriot Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4.5' x 6', that represent the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard flag.

12.14 Electric Vehicle Charging Stations. The Board of Directors may make available, install, or operate an electric vehicle charging station upon the Common Elements or Association Property and establish the charges or the manner of payments for the Unit Owners, residents, or guests who use the electric vehicle charging station. For the purposes of this Section 12.14, the installation, repair or maintenance of an electric vehicle charging station does not constitute a material alteration or substantial addition to the Common Elements or Association Property.

Pursuant to Section 718.113(8) of the Condominium Act, the installation of an electric vehicle charging station shall be governed as follows:

(A) The Board of Directors may not prohibit a Unit Owner from installing an electric vehicle charging station for an electric vehicle, as defined in Section 320.01, Florida Statutes, within the boundaries of his or her garage. However, the installation shall be subject to the remainder of this Section 12.14 and Section 718.113(8) of the Condominium Act, as amended from time to time.

(B) The installation may not cause irreparable harm to the Condominium Property.

(C) The electricity for the electric vehicle charging station must be separately metered or metered by an embedded meter and payable by the Unit Owner installing such charging station, or by his or her successor.

(D) The Unit Owner who installs 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 under Section 718.116 of the Condominium Act.

(E) If the Unit Owner or his or her successor decides there is no longer a need for the electric 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 Section 718.116 of the Condominium Act.

(F) The Unit Owner installing, maintaining, or removing the electric vehicle charging station is responsible for complying with all federal, state, or local laws and regulations applicable to such installation, maintenance, or removal.

(G) The Association may require the Unit Owner to:

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

(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.

(3) Engage the services of a licensed and registered firm familiar with the installation or removal and core requirements of an electric vehicle charging station.

(4) Provide a certificate of insurance naming the Association as an additional insured on the Unit 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.

(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.

(H) The Association provides an implied easement across the Common Elements to the Unit Owner for purposes of the installation of the electric vehicle charging station installation, and the furnishing of electrical power, including any necessary equipment, to such charging station, subject to the requirements of this Section.

13. LEASING OF UNITS: In order to promote the maintenance of the highest standards for a stable first-class residential community and eliminate transient or short-term occupancy, the leasing of Units by their Unit Owners shall be restricted as provided in this Section 13. All leases of Units must be in writing. A Unit Owner may lease only his or her entire Unit, and then only in accordance with this

Section 13, after receiving the approval of the Association. The Lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership or a limited liability company.

13.1 Procedures.

(A) Notice by the Unit Owner. A Unit Owner intending to lease his Unit shall first give written notice to other Unit Owners. A Unit Owner intending to lease his or her Unit shall give to the Board of Directors or its designee written notice of such intention using the Association's lease application form at least 30 days prior to the first day of occupancy under the lease, together with the name and address of the proposed Lessee(s), a fully executed copy of the proposed lease, and such other information as the Board of Directors may reasonably require. The Board of Directors may require a personal interview with any Lessee and his or her spouse or cohabitant, if any, as a pre-condition to approval. The Lessee(s) must sign for having received copies of the Condominium Documents.

(B) Board of Directors Action. After the required notice and all information or interviews requested have been provided, the Board of Directors shall have 30 days in which to approve or disapprove the proposed lease. If the Board of Directors neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board of Directors shall issue a written letter of approval to the Lessee(s).

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the entire Board of Directors so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following (to the extent reasonably relevant to the application):

(1) The Unit Owner is delinquent in the payment of Assessments at the time the application is considered;

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

(3) The application on its face indicates that the prospective Lessee(s) intend(s) to conduct himself or herself in a manner inconsistent with the Condominium Documents;

(4) The prospective Lessee(s) has/have been convicted of a felony involving: (a) violence to persons or property; (b) the sale or possession of a controlled substance; or (c) demonstrating dishonesty or moral turpitude, including, without limitation, an offense resulting in the prospective Lessee(s) having to register under Florida law as a sexual offender or sexual predator. Provided, that the Board must take into account all circumstances related to such conviction, including when it occurred and how the applicant has conducted himself or herself since such conviction;

(5) The prospective Lessee(s) has/have a history of conduct which evidences disregard for the rights and property of others;

(6) The prospective Lessee(s), during previous occupancy, has/have evidenced an attitude of disregard for the Condominium Documents;

(7) The prospective Lessee(s) give(s) false or incomplete information to the Board of Directors as part of the application procedure, or the required transfer fees and/or security deposit are not paid;

(8) The Unit Owner fails to give proper notice of his or her intention to lease the Unit pursuant to Section 13.1(A) above to other Owners and to the Board of Directors;

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board of Directors at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board of Directors, be treated as a nullity, and the Board of Directors shall have the power to evict the Lessee(s) and his or her Family members, occupants, invitees and Guests without securing consent to such eviction from the Unit Owner.

(E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board of Directors may provide from time to time. The legal responsibility for paying Assessments may not be delegated to the Lessee(s).

(F) Delegation of Approval Authority. To facilitate approval of leases proposed during times when many of the Directors are not in residence, the Board of Directors may delegate approval (but not disapproval) authority to an ad hoc committee.

13.2 Term of Lease and Frequency of Leasing; Guest Occupancy. No Unit may be leased for a term of less than 90 consecutive days and no Unit may be leased more than one time per calendar year. The calendar year in which a lease occurs shall be determined by the date on which the lease term commences. No Unit may be leased during the months of June, July and August. No lease may be for a period of more than 180 consecutive days, and no option for the Lessee to extend or renew the lease for any additional period shall be permitted unless approved by the Board of Directors. No Unit may be leased a second time during the remainder of a lease term if the Lessee or a member of his or her Family does not occupy the Unit during the entire lease term. In the event of a violation of the preceding sentence, the Board of Directors may disapprove a subsequent lease of the Unit. No subleasing or assignment of lease rights by the Lessee is allowed. If a Unit Owner owns 2 Units, then the Unit Owner may only lease one of those Units. A Unit Owner may not lease his or her Unit until 2 years have passed since the Owner received legal title.

13.3 Occupancy During Lease Term.

(A) When a Unit has been leased, the Unit may be occupied by the lessee, his Family and Guests.

(B) Guests may occupy leased Units when the lessee is in residence, subject to restrictions on the number of occupants as set forth in Section 12.1 above. Guests must be registered in writing with the Board at least 3 days prior to the Guest occupancy. Guests may stay only a total of 60 days in a 12 month period, with a limit of 3 occasions for this type of Guest occupancy.

(C) If a lessee absents himself from the Unit for any period of time during the lease term, his Family authorized to occupy the Unit by Section 13.3(A) above who are already in residence may continue to occupy the Unit and may have house Guests subject to the applicable restrictions in Section 12 above and this Section 13.3. If the lessee and all of the Family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit except the Owner.

13.4 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the Common Elements or Association Property during the lease term, except to temporarily park to access the Unit as a landlord pursuant to Part II, Chapter 83,

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Florida Statutes (Landlord Tenant Act). This limitation is notwithstanding any purported waiver by the lessee of its use rights as permitted by the Condominium Act, due to the burden on Association administration.

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

13.6 Fees and Deposits for the Lease of Units. Whenever herein the Board of Directors' approval is required to allow the lease of a Unit, the Association may charge the Unit Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same Lessee. The Association may also require any security deposits that are authorized by the Condominium Act as amended from time to time which security deposit shall cover damage to the Common Elements or Association Property. Handling of the security deposit and claims against the security deposit shall be in accordance with Part II Chapter 83, Florida Statutes (Landlord Tenant Act).

13.7 Unapproved Leases. Any lease of a Unit not approved pursuant to this Section 13 shall be void and unenforceable unless subsequently approved by the Board of Directors and shall constitute a valid basis for an eviction action.

14. TRANSFER OF OWNERSHIP OF UNITS : Ownership of 2 Units (either contiguous or not) by one Owner will be permitted only if the second Unit is purchased for the exclusive purpose of accommodating the needs of Family and Guests on a non-leasing basis. The purchase of a second Unit for purposes of leasing or investment is considered contrary to the concept of a family-oriented community that the Association has and will endeavor to maintain. Ownership of more than 2 Units by one Owner is prohibited. "Ownership" for purposes of this Section 14, includes, but is not limited to, an ownership interest in a corporation, partnership, or other entity, an interest in a trust, whether as beneficiary or as trustee, and an interest as a lienholder or lender, or ownership of a Unit by the member's spouse or cohabitant. This Section 14 does not apply to (i) Institutional Mortgagees or (ii) the Association in the event that it acquires title to more than 2 units pursuant to Section 9.7 or 9.8 above. It is the intent of this Section 14 to prevent ownership of more than 2 Units regardless of the amount or percentage of interest by any individual, group or entity. The Board of Directors may require the disclosure of any documents necessary to make an informed determination as to whether a proposed transfer of title or an interest in a unit will result in a violation of this Section 14. The Board of Directors shall have the sole and final authority to determine whether a transfer of title or an interest in a Unit will result in a violation of this Section 14. Any violation or intended violation of this Section 14 shall be grounds for the Board of Directors to disapprove or void the transfer "with good cause" pursuant to Section 14.3(C) below.

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

14.1 Forms of Ownership:

(A) One Owner. A Unit may be owned by one natural person who has qualified and been approved as provided in this Section 14.

(B) Co-Ownership. Co-ownership of Units is permitted. If the co-Unit Owners are to be other than spouses, the Board of Directors shall condition its approval upon the designation by the proposed new Unit Owners of one of the natural persons who are the co-Unit Owners as the "Primary Occupant." All of such co-Unit Owners must apply for approval pursuant to Section 14.3 below. The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Unit Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer to ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 12-month period.

(C) Ownership by Corporations, Partnerships or Trustees. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided in this Section 14. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation by the Unit Owner of not more than one natural person to be the "Primary Occupant." The trustee, corporation, partnership or other entity and the Primary Occupant must apply for approval pursuant to Section 14.3 below. The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Unit Owner. Any subsequent change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 12-month period.

(D) Designation of Primary Occupant. If any Unit Owner fails to designate a Primary Occupant when required to do so, the Board of Directors may make the initial designation for the Unit Owner, and shall notify the Unit Owner in writing of its action. Any existing Unit Owners who own a Unit as of the date this Declaration is recorded in the Public Records of Collier County, Florida, who have not designated a Primary Occupant when required to do so, are required to designate a Primary Occupant, within 30 days of such recordation.

(E) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Unit Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all Assessments and charges against the Unit in addition to the record title owners. Any consent or approval required of Members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Unit Owners for purposes of determining voting and occupancy rights.

14.2 Transfers.

(A) Sale or Gift. No Unit Owner may transfer a Unit or any ownership interest in a Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors, which shall not be unreasonably denied.

(B) Devise or Inheritance. If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below, using the same criteria as for transfers.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.

(D) Delegation of Power. To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval (but not disapproval) powers to an ad hoc committee.

14.3 Procedures.

(A) Notice to Association.

(1) Sale or Gift. A Unit Owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least 30 days before the intended closing date, together with the name and address of the proposed purchaser(s) or donee(s), a copy of the executed sales contract, if any, and such other information as the Board of Directors may reasonably require, including, without limitation, completed Association application form(s) from the proposed purchaser or donee. The Board may require a personal interview with the applicant(s). The applicant(s) must sign for having received copies of the Condominium Documents.

(2) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his/their ownership and such other information as the Board of Directors may reasonably require. The transferee(s) shall have no occupancy or use rights until and unless approved by the Board of Directors, but may sell or lease the Unit following the procedures in this Section 14. However, the approval shall not be denied to any devisee or heir who was the prior Unit Owner's lawful spouse at the time of death, or was related to the Unit Owner by blood, adoption, marriage or legal custody. The Board of Directors' right to approve occupancy or use of the Unit shall not permit the Board of Directors to disapprove the transferee's title to the Unit.

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

(B) Board of Directors Action. Within 20 days after receipt of the required notice and all information and, if applicable, interview requested, the Board of Directors shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President, Vice-President, Secretary, Treasurer or the Association's property manager in recordable form and delivered to the transferee. If the Board of Directors neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board of Directors shall issue a Certificate of Approval to the transferee.

(C) Disapproval With Good Cause. Approval of the Association shall be withheld only for good cause if a majority of the entire Board of Directors so votes. Appropriate grounds for disapproval shall include, but not be limited to, the following (to the extent reasonably relevant to the application):

(1) The applicant(s) has/have been convicted of a felony involving: (a) violence to persons or property; (b) the sale or possession of a controlled substance; or (c) demonstrating dishonesty or moral turpitude, including, without limitation, an offense resulting in the applicant(s) having to register under Florida law as a sexual offender or sexual predator. Provided, that the Board must take into account all circumstances related to such conviction, including when it occurred and how the applicant has conducted himself or herself since such conviction;

(2) The applicant(s) has/have a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures or bad debts;

(3) The application on its face gives the Board of Directors reasonable cause to believe that the applicant(s) intend(s) to conduct himself/herself/themselves in a manner inconsistent with the Condominium Documents;

(4) The applicant(s) has/have evidenced an attitude of disregard for the Condominium Documents by his/her/their conduct in the Condominium as a Lessee, Unit Owner or occupant of a Unit;

(5) The applicants has/have a history of disruptive behavior or disregard for the rights or property of others;

(6) The applicant(s) has/have failed to provide the information or fees required to process the application in a timely manner, or provided false information during the application process;

(7) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein;

(D) Disapproval Without Good Cause. The Association's approval shall not be denied unless a majority of the entire Board of Directors so votes. If the Board of Directors disapproves without good cause, then within 30 days after the Board of Directors meeting at which the disapproval took place, the Board of Directors shall deliver in writing to the Unit Owner the name of an approved purchaser (which may be the Association) who will purchase the Unit in cash at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the Unit Owner and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the purchaser and selling Unit Owner, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and Assessments shall be prorated to the day of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place not longer than 60 days after the date of Board of Directors disapproval or 30 days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek all available legal remedies, including an action for specific performance.

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

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor shall the Association's approval be required for the subsequent resale or lease of a Unit by such mortgagee of the Unit so acquired.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board of Directors.

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

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

15.1 Insurance Obligations as Between Association and Unit Owners. Every property insurance policy issued to the Association, for the purpose of protecting the Condominium, must provide primary coverage for:

(A) All portions of the Condominium Property and Association Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

(B) All alterations or additions made to the Condominium Property or Association Property pursuant to Section 718.113(2) of the Condominium Act.

(C) The coverage provided to the Association must exclude all personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Such property and any insurance thereupon is the responsibility of the Unit Owner.

(D) A Unit Owner's policy must conform to the requirements of Section 627.714, Florida Statutes, which provides:

(1) Coverage under a Unit Owner's residential property policy must include at least Two Thousand Dollars ($2,000.00) in property loss assessment coverage for all Assessments made as a result of the same direct loss to the property, regardless of the number of Assessments, owned by all Members of the Association collectively, if such loss is of the type of loss covered by the Unit Owner's residential property insurance policy, to which a deductible of no more than Two Hundred Fifty Dollars ($250.00) per direct property loss applies. If a deductible was or will be applied to other property loss sustained by the Unit Owner resulting from the same direct loss to the property, no deductible applies to the loss assessment coverage.

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(2) The maximum amount of any Unit Owner's loss assessment coverage that can be assessed for any loss shall be an amount equal to that Unit Owner's loss assessment coverage limit in effect one day before the date of the occurrence. Any changes to the limits of a Unit Owner's coverage for loss assessments made on or after the day before the date of the occurrence are not applicable to such loss.

(3) Regardless of the number of Assessments, an insurer providing loss assessment coverage to a Unit Owner is not required to pay more than an amount equal to that Unit Owner's loss assessment coverage limit as a result of the same direct loss to property.

(4) Every individual Unit Owner's residential property policy must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount recoverable under any other policy covering the same property. If the Association's insurance policy does not provide rights for subrogation against the Unit Owners in the Association, an insurance policy issued to an individual Unit Owner may not provide rights of subrogation against the Association.

(E) All reconstruction work after a property loss must be undertaken by the Association except as otherwise authorized herein. A Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Directors. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner shall obtain all required governmental permits and approvals before commencing reconstruction.

(F) A Unit Owner is responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is required to carry property insurance, or for which the Unit Owner is responsible under subsection (H) below, and the cost of any such reconstruction work undertaken by the Association is chargeable to the Unit Owner and enforceable as an Assessment and may be collected in the manner provided for the collection of Assessments pursuant to Section 718.116 of the Condominium Act.

(G) Any portion of the Condominium Property that must be insured by the Association pursuant to Section 15.1(A)-(C) above against property loss which is damaged by an insurable event shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. In the absence of an insurable event, the Association or the Unit Owners shall be responsible for the reconstruction, repair, or replacement, as determined by the maintenance provisions of this Declaration. All property insurance deductibles and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a Common Expense, except that:

(1) A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence or failure to comply with the terms of this Declaration or the Rules and Regulations by a Unit Owner, the members of his or her Family, Occupants, Tenants, Guests, or invitees, without compromise of the subrogation rights of the insurer.

(2) The provisions of (1) above regarding the financial responsibility of a Unit Owner for the costs of repairing or replacing other portions of the Condominium Property also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as

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other property, whether real or personal, which the Unit Owners are required to insure.

(3) To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this subsection (G) is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.

(4) The Association is not obligated to pay for reconstruction or repairs of property losses as a Common Expense if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.

(H) The Association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former Owner of the Unit or by the Developer if the improvement benefits only the Unit for which it was installed and is not part of the standard improvements installed by the Developer on all Units as part of original construction, whether or not such improvement is located within the Unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements.

15.2 Association Insurance: Duty and Authority to Obtain. The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association Property, the Common Elements and the Condominium Property which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure. Adequate property insurance shall be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. When determining the adequate amount of property insurance coverage, the Board of Directors may consider deductibles as determined pursuant to Section 718.111 of the Condominium Act. The deductibles must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined Assessment authority at the time the insurance is obtained. The insurance required hereunder shall afford the following protection:

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

(B) Flood. In amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program.

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

(D) Workers' Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

(E) Directors, Officers and Committee Members' Liability (Errors and Omissions).

(F) Fidelity Bond/Insurance.

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

(A) Equipment Breakdown insurance.

(B) Broad Form Comprehensive General Liability Endorsement.

(C) Medical Payments.

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

(E) Automobile Insurance.

(F) Umbrella Coverage.

(G) Cyber coverage.

15.4 Description of Coverage. A detailed summary of the coverages included in the Association's policies, and copies of the Association's policies, shall be available for inspection by Unit Owners or their authorized representatives upon request.

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

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

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

(C) Mortgage. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

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

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(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being paid jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

(B) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, with remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

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

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

16.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds received on account of the loss or damage shall be used by the Association to reconstruct and repair those improvements in the Unit(s) that it is required to insure pursuant to the Condominium Act. Any insurance proceeds received by the Association in excess of the cost to repair, reconstruct or replace the loss or damage shall be distributed to the Owner(s) of the damaged Unit(s) in shares as provided in Section 15.5(B) above. Any insurance proceeds received by the Unit Owner(s) shall be used to repair and reconstruct those improvements in the Unit(s) with respect to which the Unit Owner(s) is obligated to insure pursuant to the Condominium Act.

16.2 Damage to Common Elements-Less than "Very Substantial." Except as otherwise provided in Section 718.111 of the Condominium Act, where loss or damage occurs to the Common Elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

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

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

16.3 "Very Substantial" Damage. As used in the Declaration, the term "very substantial" damage shall mean loss or damage whereby at least 75% of the total number of Units are rendered uninhabitable and cannot reasonably be expected to be rendered habitable within 180 days of the casualty. Should such "very substantial" damage occur:

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

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

(C) A meeting of the Members shall be held not later than 120 days after the Board of Directors has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

(1) If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof such that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a Special Assessment that exceeds 15% of the total annual budget (including reserves) for the Association in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless at least 75% of the Voting Interests vote for termination, in which case the Condominium shall be terminated.

(2) If upon the advice of legal counsel and engineers, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of Units, or if the insurance proceeds, reserves and other funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying a Special Assessment that exceeds 15% of the total annual budget (including reserves) for the Association in the year in which the casualty occurred, the Condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least 75% of the Voting Interests vote against termination. If the required number of Voting Interests vote against termination, the Board of Directors shall levy such Assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the Special Assessments shall be added to the funds available for repair and reconstruction.

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

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners or applied as a credit to future Assessments.

16.5 Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the Owner of the uninhabitable Unit may petition a court for equitable relief.

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16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings (with allowance for changes in building codes that apply to any such reconstruction or repairs and without impairing the Board's ability to substitute superior building materials, components or design), or according to different plans and specifications approved by the Board or Directors, by the Unit Owners of at least 75% of the Units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the Unit Owner and his Institutional Mortgagee, if any.

17. CONDEMNATION:

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

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

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

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

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

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

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

17.6 Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, the award for the taking of the Unit shall be used for the

following purposes in the order stated, and the following changes shall be effected in the Condominium:

(A) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagee(s).

(B) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements.

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

(D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessment against Units that will continue as Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Units in the Common Elements after the changes affected by the taking.

(E) Valuation. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within 30 days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

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

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

18. TERMINATION: The Condominium may be terminated in accordance with Section 16.3 above and this Section 18 (which sets forth the manner provided for in Section 718.117, Florida Statutes (2009):

18.1 Destruction. If it is determined in the manner provided in Section 16.3 above that the buildings shall not be reconstructed because of "very substantial" damage, the Condominium will be

terminated without agreement.

18.2 Agreement. The Condominium may be terminated at any time by a plan of termination approved by at least 67% of the Voting Interests when:

(A) The total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of repairs; or

(B) It becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

18.3 Other Agreement. Except as provided above in Section 18.2 above, the Condominium may be terminated pursuant to a plan of termination approved by at least 80% of the Voting Interests if not more than 10% of the Voting Interests have rejected the plan of termination by negative vote or by providing written objections thereto. The approval of a plan of termination by the holder of a recorded mortgage lien is not required unless the plan of termination will result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such mortgagee approval is required and not given, a holder of a recorded mortgage lien who objects to the plan of termination may contest the plan as provided in the Condominium Act. At the time of sale, the lien shall be transferred to the proportionate share of the proceeds assigned to the Condominium Parcel in the plan of termination or as subsequently modified by the court.

18.4 Plan of termination. The plan of termination must be a written document executed in the same manner as a deed by Unit Owners having the requisite percentage of Voting Interests to approve the plan and by the termination trustee. A copy of the proposed plan of termination shall be given to all Unit Owners, in the same manner as for notice of an annual meeting, at least 14 days prior to the meeting at which the plan of termination is to be voted upon or prior to or simultaneously with the distribution of the solicitation seeking execution of the plan of termination or written consent to or joinder in the plan. A Unit Owner may document assent to the plan by executing the plan or by consent to or joinder in the plan in the manner of a deed. A plan of termination and the consents or joinders of Unit Owners and, if required, consents or joinders of mortgagees must be recorded in the Public Records of Collier County, Florida. The plan is effective only upon recordation or at a later date specified in the plan.

18.5 Plan of termination; required provisions. The plan of termination must specify:

(A) The name, address, and powers of the termination trustee.

(B) A date after which the plan of termination is void if it has not been recorded.

(C) The interests of the respective Unit Owners in the Association Property, Common Surplus, and other assets of the Association, which shall be the same as the respective interests of the Unit Owners in the Common Elements immediately before the termination.

(D) The interests of the respective Unit Owners in any proceeds from the sale of the Condominium Property. The plan of termination may apportion those proceeds pursuant to any method prescribed in Section 18.7 below. If, pursuant to the plan of termination, Condominium Property or real property owned by the association is to be sold following termination, the plan must provide for the sale and may establish any minimum sale terms.

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(E) Any interests of the respective Unit Owners in insurance proceeds or condemnation proceeds that are not used for repair or reconstruction at the time of termination.

18.6 Plan of termination; optional provisions; conditional termination.

(A) The plan of termination may provide that each Unit Owner retains the exclusive right of possession to the portion of the real estate that formerly constituted the Unit, in which case the plan must specify the conditions of possession.

(B) In a conditional termination, the plan must specify the conditions for termination. A conditional plan does not vest title in the termination trustee until the plan and a certificate executed by the Association with the formalities of a deed, confirming that the conditions in the conditional plan have been satisfied or waived by the requisite percentage of the Voting Interests, have been recorded.

18.7 Allocation of proceeds of sale of Condominium Property.

(A) The plan of termination must first apportion the proceeds with respect to the Common Elements based upon each Unit's share of ownership of the Common Elements.

(B) The portion of proceeds allocated to the Units shall be further apportioned among the individual Units. The apportionment is deemed fair and reasonable if it is so determined by the Unit Owners, who may approve the plan of termination by any of the following methods:

(1) The respective values of the Units based on the fair-market values of the Units immediately before the termination, as determined by one or more independent appraisers selected by the Association or termination trustee;

(2) The respective values of the Units based on the most recent market value of the Units before the termination, as provided in the Collier County Property Appraiser's records; or

(3) The respective interests of the Units in the Common Elements specified in this Declaration immediately before the termination.

(C) The methods of apportionment in (B) above do not prohibit any other method of apportioning the proceeds of sale allocated to the Units agreed upon in the plan of termination. The portion of the proceeds allocated to the Common Elements shall be apportioned among the Units based upon their respective interests in the Common Elements.

(D) Liens that encumber a Unit shall be transferred to the proceeds of sale of the Condominium Property and the proceeds of sale or other distribution of Association Property, Common Surplus, or other Association assets attributable to such Unit in their same priority. The proceeds of any sale of Condominium Property pursuant to a plan of termination may not be deemed to be Common Surplus or Association Property.

18.8 Termination trustee. The Association shall serve as termination trustee unless another person is appointed in the plan of termination. If the Association is unable, unwilling, or fails to act as trustee, any Unit Owner may petition the court to appoint a trustee. Upon the date of the recording or at a later date specified in the plan, title to the Condominium Property vests in the trustee. Unless prohibited by the plan, the termination trustee shall be vested with the powers given to the Board pursuant to this Declaration, the Bylaws, and Section 18.2 above. If the Association is not the termination trustee, the

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trustee's powers shall be coextensive with those of the Association to the extent not prohibited in the plan of termination or the order of appointment. If the Association is not the termination trustee, the Association shall transfer any Association Property to the trustee. If the Association is dissolved, the trustee shall also have such other powers necessary to conclude the affairs of the Association.

18.9 Title vested in termination trustee. If termination is pursuant to a plan of termination under Sections 18.2 or 18.3 above, the Unit Owners' rights and title as tenants in common in undivided interests in the Condominium Property vest in the termination trustee when the plan is recorded or at a later date specified in the plan. The Unit Owners thereafter become the beneficiaries of the proceeds realized from the plan of termination. The termination trustee may deal with the Condominium Property or any interest therein if the plan confers on the trustee the authority to protect, conserve, manage, sell, or dispose of the Condominium Property. The trustee, on behalf of the Unit Owners, may contract for the sale of real property, but the contract is not binding on the Unit Owners until the plan is approved pursuant to Sections 18.2 or 18.3 above.

19. ENFORCEMENT:

19.1 Duty to Comply; Right to Sue. Each Unit Owner, his Tenants, Guests and invitees, and the Association is governed by and must comply with the provisions of the Condominium Act and the Condominium Documents, which are expressly incorporated into any lease of a Unit. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

(A) The Association;

(B) A Unit Owner;

(C) Anyone who occupies or is a Tenant, Guest or invitee in a Unit; or

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

19.2 Waiver of Rights. The failure of the Association or any Member to enforce a right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Unit Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws. Actions arising under this Section 19 or the Condominium Act may not be deemed to be actions for specific performance.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of any party described in Section 19.1 above to comply with the requirements of the Condominium Act and/or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and attorney's fees in such amounts awarded by the court.

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

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20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the Institutional Mortgagee of a Unit shall be required for any amendment to the Declaration which would decrease the Unit's share of ownership of the Common Elements, except as otherwise provided in Sections 17.6(C) and 17.8.

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

20.3 Mortgage Foreclosure. If a first mortgagee acquires title to a Condominium Parcel as a result of foreclosure of its first mortgage, or as the result of a deed given in lieu of foreclosure, the first mortgagee shall be liable for the share of Common Expenses or Assessments attributable to the Condominium Parcel, which came due prior to the first mortgagee's acquisition of title, to the fullest extent provided by the Condominium Act, as the same may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners. No party who acquires title to a Condominium Parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of such ownership.

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

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

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

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

(A) Any 60 day or longer delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Whenever the prior written consent of a mortgagee or lienholder is required in the Condominium Documents, the prior written consent shall not be unreasonably withheld.

20.8 Institutional Mortgagee Priority Over Insurance Proceeds and Condemnation Awards. Notwithstanding any language contained in this Declaration to the contrary, no Unit Owner and no other party shall have priority over any rights of any Institutional Mortgagee pursuant to its Institutional Mortgage in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or takings of Units and/or any portion of the Common Elements and no amendment to this Section 20.8 shall be made without the prior written consent of all Institutional Mortgagees.

20.9 Valid Lien. No breach of any of the covenants, conditions and restrictions contained in this Declaration, nor the enforcement of any lien provisions herein, shall render invalid the lien of an Institutional Mortgagee on any Unit.

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

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

21.2 Procedure. Upon any amendment(s) to this Declaration being proposed as provided above, the proposed amendment(s) shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given. The text of the proposed amendment shall accompany the notice of meeting or a notice that a vote will occur by written consents in lieu of a meeting. A proposed amendment shall contain the full text of the language with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. In the latter case, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration of Condominium. See Declaration of Condominium, Section [insert applicable Section #] for present text."

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by at least 67% of the Voting Interests. The Condominium Documents may be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of this Declaration. The Board of Directors shall have the authority to amend this Declaration in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend this Declaration to correct scrivener's errors or omissions, and amend and restate this Declaration in order to consolidate into one document amendments previously adopted by the Members or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda).

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

21.5 Proviso. No amendment may change the configuration or size of any Unit in any

material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner of a parcel shares the Common Expenses and owns the Common Surplus, unless all record Owners of the Unit, a majority of the Voting Interests and any Institutional Mortgagee holding a mortgage on the Unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17 above. No amendment shall operate to unlawfully discriminate against any Unit Owner nor against any class of Unit Owners.

22. MISCELLANEOUS:

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

22.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Condominium Act, as it exists on the date hereof, except that Section 18 is governed by Section 718.117, Florida Statutes (2009).

22.3 Conflicts. Except as provided for in Section 22.2 above with respect to Section 18, if there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Article of Incorporation or Bylaws, the Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

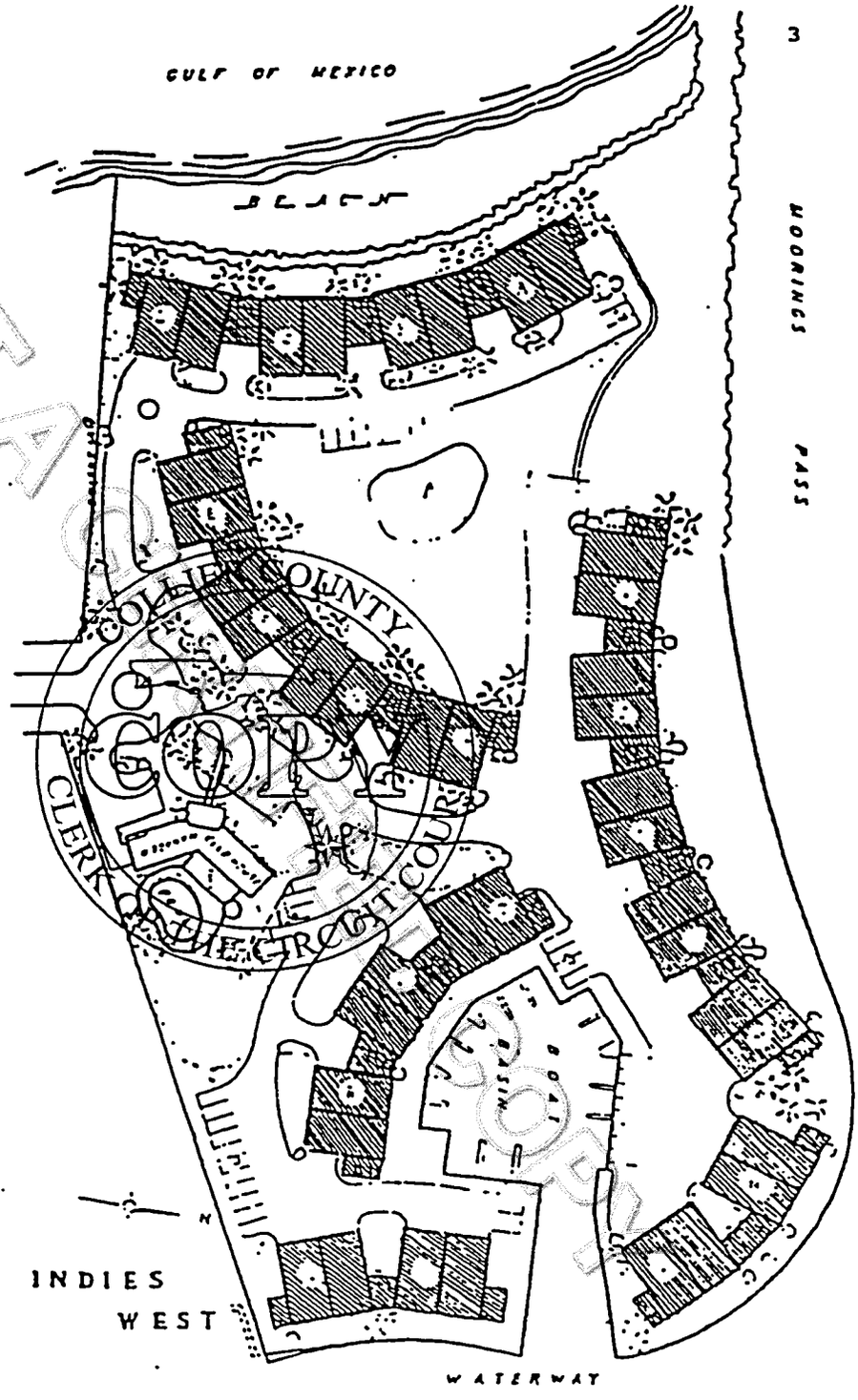
22.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable or inconsistent with Florida law.

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

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

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

UNOFFICIAL DOCUMENT



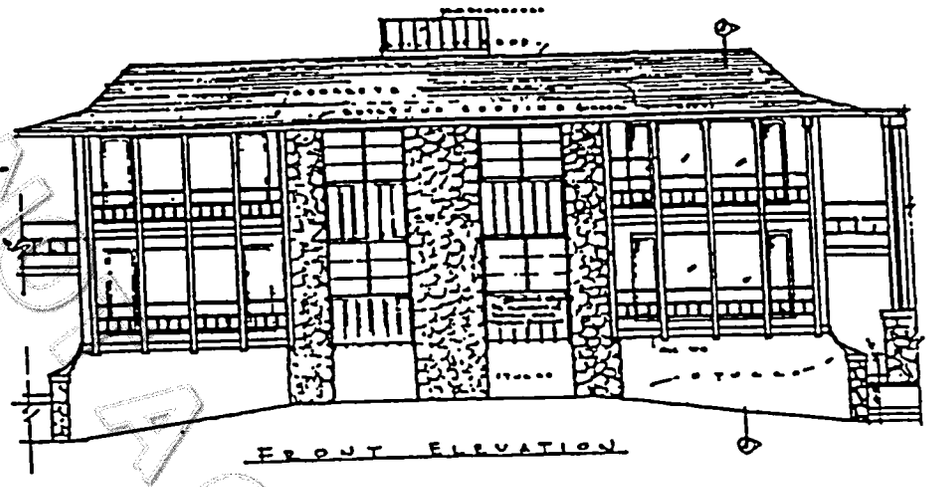
NOT A CERTIFIED COPY
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

EXHIBIT A

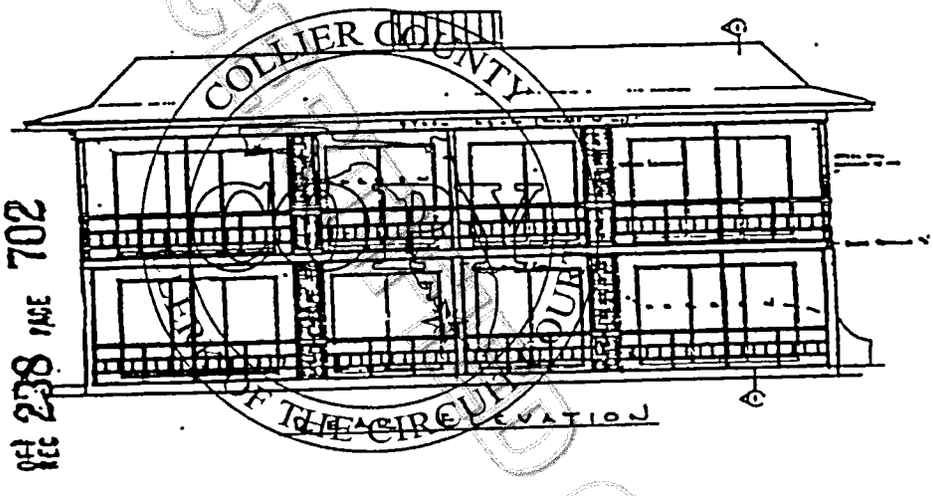
Land Survey and Location of Buildings and Facilities

Limited Common Elements - Shaded areas

Common Elements - Unshaded Areas



FRONT ELEVATION



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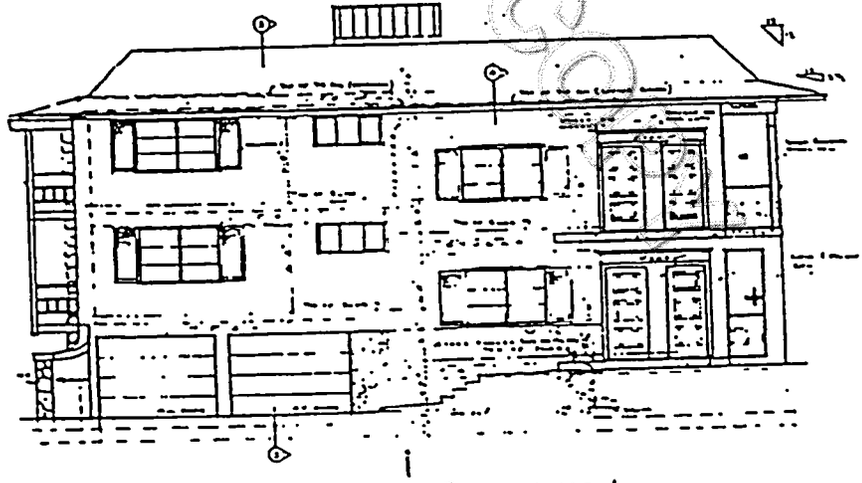


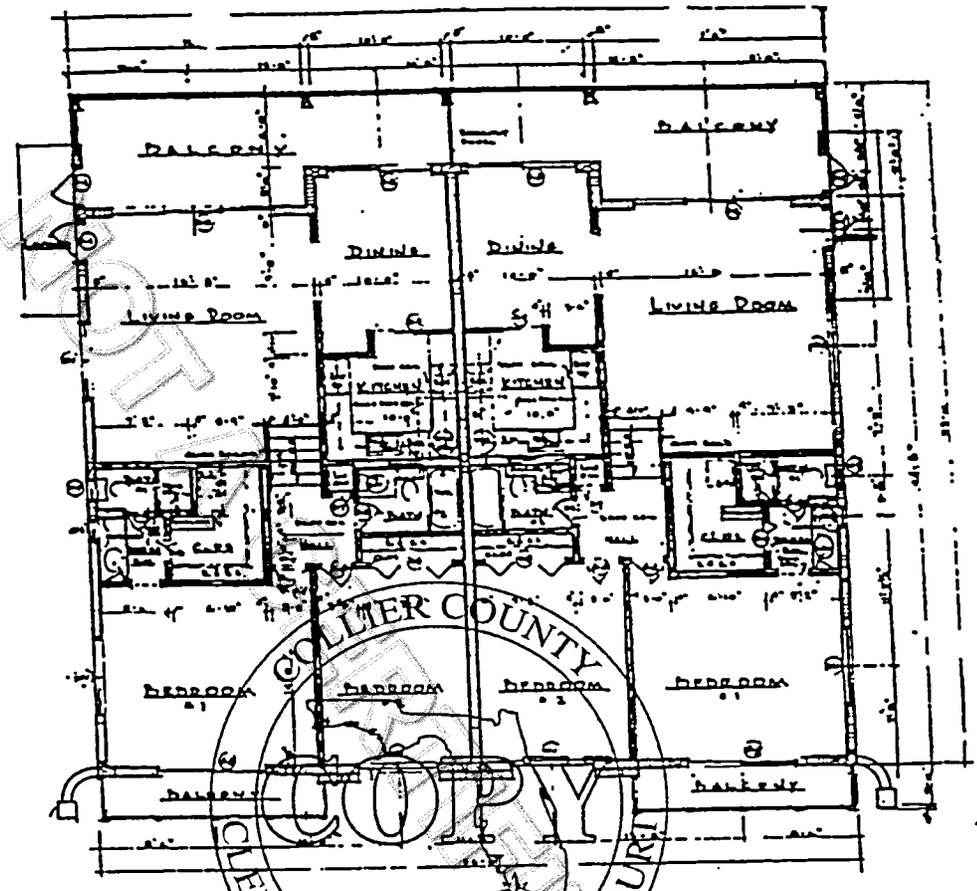
TYPICAL SIDE ELEVATION

OFF REC 238 PAGE 702
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

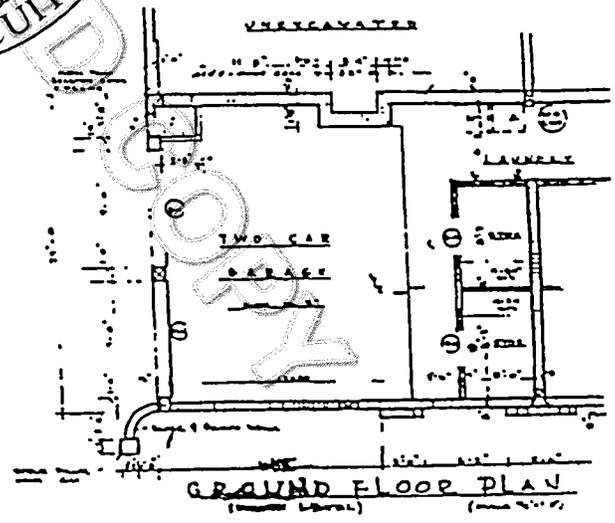
Exhibit B

1. Typical Elevations

POOR QUALITY ORIGINAL

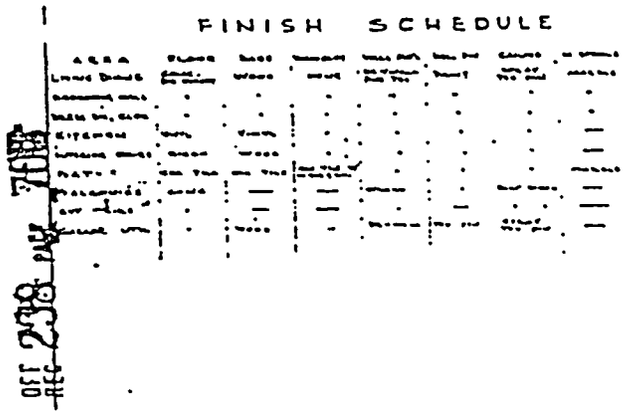


PLAN OF LOWER APT.
(1ST LEVEL)



GROUND FLOOR PLAN

FINISH SCHEDULE



OR: 2036 PG: 0124

OFF 230 PAGE 710

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

RECORDED COPY

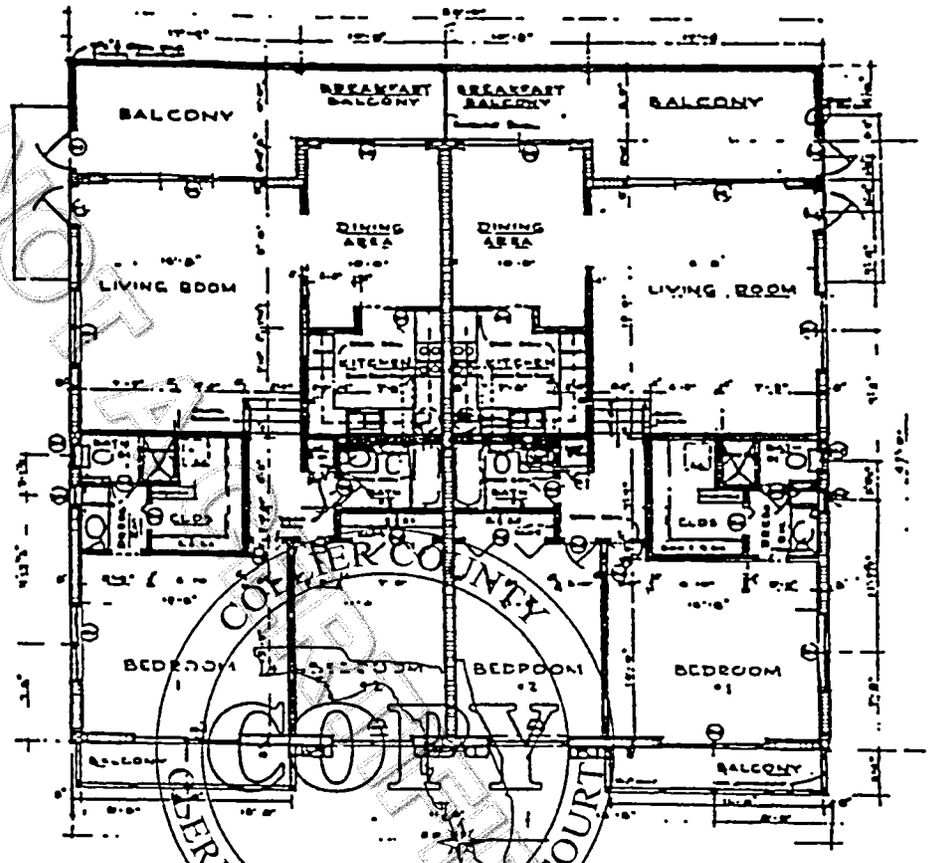
Exhibit B

2. Typical Plan - Lower Apartment

POOR QUALITY ORIGINAL

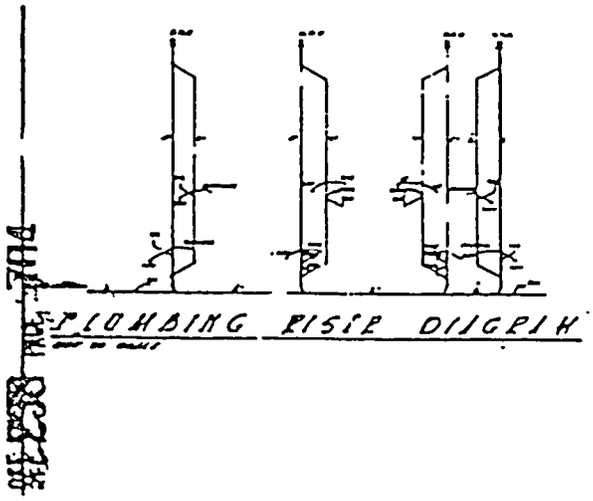
OR: 2036 PG: 0125

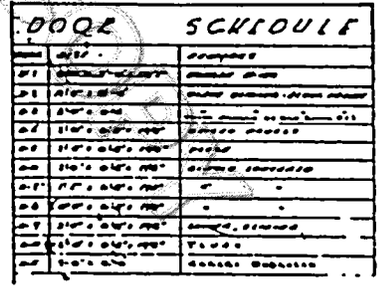
6



UPPER FLOOR PLAN

NOT CERTIFIED COPY
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT





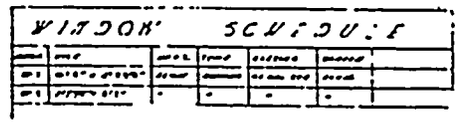


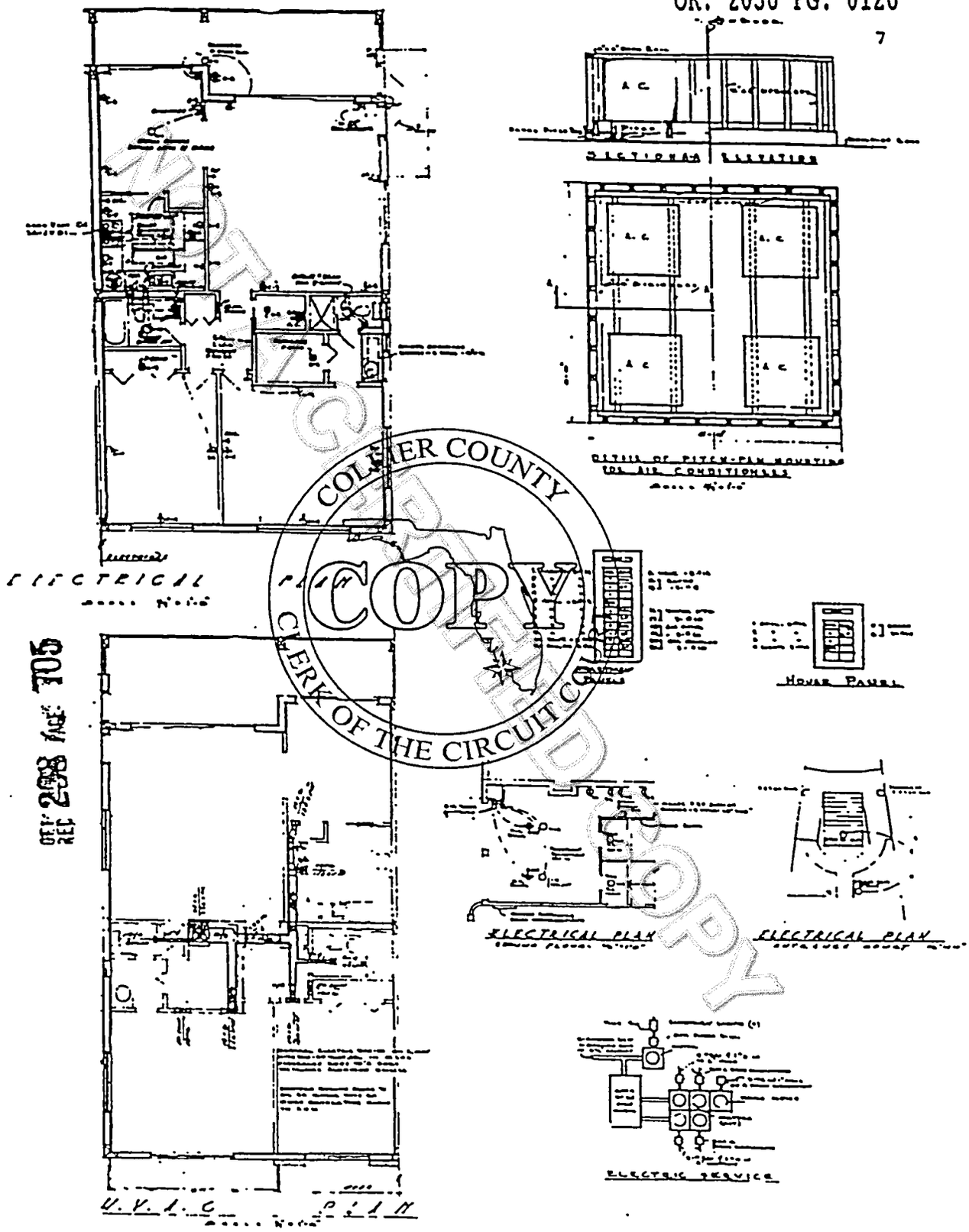
EXHIBIT B

3. Typical Plan - Upper Apartment

OR 4560 PG 3282

POOR QUALITY ORIGINAL

OR: 2036 PG: 0126



COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY
OFF REC 2038 PAGE 705
WHITE CERTIFIED COPY

EXHIBIT B

4. Apartment - Electrical Plan

EXHIBIT C

State of Florida

Department of State

NOT A CERTIFIED COPY

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on December 19, 2025, for INDIES WEST ASSOCIATION, INCORPORATED which changed its name to INDIES WEST ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H25000453145. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is 741270.

Authentication Code: 125A00028479-122225-741270 -1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-second day of December, 2025

Secretary of State

(((H25000453145 3)))

THE UNDERSIGNED, being the duly elected and acting President of Indies West Association, Incorporated, a Florida corporation not for profit ("Association"), does hereby certify that:

1. The Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" contain amendments to the Articles of Incorporation requiring approval from the Association's members.

2. The Association's members approved the Amended and Restated Articles of Incorporation at the duly noticed Special Members' Meeting held on November 10, 2025, at which a quorum was present.

3. The number of votes cast by the Association's members was sufficient for approval.

4. The name of the Association was changed to Indies West Association, Inc.

5.

IN WITNESS THEREOF, the undersigned has hereunto set her hand.

INDIES WEST ASSOCIATION, INCORPORATED

By: _____
Lisa DeStefano
Its: President

NOT A CERTIFIED COPY

(((H25000453145 3)))

EXHIBIT "A" (((H25000453145 3)))

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION INDIES WEST ASSOCIATION, INCORPORATED

NOT OFFICIAL DOCUMENT

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation for Indies West Association, Incorporated, a Florida corporation not for profit, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles, other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes (including the change of name to Indies West Association, Inc.) and the omission of matters of historical interest. The definitions set forth in Section 4 of the Declaration shall apply to terms used herein. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I

NAME: The name of the Association is Indies West Association, Inc., f/k/a Indies West Association, Incorporated, and its address is 2200 Gulf Shore Blvd., N., Naples, FL 34102.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act for the operation of Indies West, a Condominium, located in Collier County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or Officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Condominium Documents or the Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Condominium Documents as they may hereafter be amended, including but not limited to the following:

(A) To make and collect Assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Condominium Property.

(C) To purchase insurance upon the Condominium Property for the protection of the Association and its Members.

(D) To reconstruct improvements after casualty, and to make improvements of the Condominium Property, as well as to purchase items of furniture, furnishings, fixtures and equipment.

(E) To make, amend and enforce Rules and Regulations, subject to any limits set forth in the Condominium Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Units, as provided in the Declaration.

(G) To enforce the provisions of the Condominium Act and the Condominium Documents.

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

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

(J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the Owners.

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

(L) To sue and be sued.

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

ARTICLE III

MEMBERSHIP:

(A) The Members of the Association shall be the record Owners of legal title to the Units in the Condominium, as further provided in the Bylaws.

(B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his or her Unit, but nothing shall prevent the Association from pledging, assigning or otherwise encumbering its Assessments as collateral for a loan.

(C) The Owners of each Unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

FILED ELECTRONICALLY

ARTICLE V

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

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than 3 Directors.

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

(C) The business of the Association shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

(A) Proposal. An amendment to these Articles may be proposed by the Board of Directors or by written petition to the Board of Directors signed by 25% of the Voting Interests.

(B) Upon any amendment(s) being proposed as provided above, the proposed amendment(s) shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given. The text of the proposed amendment shall accompany the notice of meeting or a notice that a vote will occur by written consents in lieu of a meeting. A proposed amendment shall contain the full text of the language with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. In the latter case, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles. See Articles, [insert applicable Article #] for present text."

(C) Except as otherwise provided by law, a proposed amendment must be approved by at least a majority of the Voting Interests who are present and voting (in person, by proxy or internet-based online voting system) at any annual or special Members' meeting. These Articles shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of these Articles. The Board of Directors shall have the authority to amend these Articles in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend these Articles to correct scrivener's errors or omissions, and amend and restate these Articles in order to consolidate into one document amendments previously adopted by the members or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda).

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(D) Effective Date. An amendment shall become effective upon filing with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required by the Condominium Act.

ARTICLE VIII

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

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

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

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

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

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EXHIBIT D

SECOND AMENDED AND RESTATED BYLAWS

OF

INDIES WEST ASSOCIATION, INC.

NOT A CERTIFIED COPY

Falk Law Firm, P.A.
7400 Trail Blvd., Suite 103, Naples, FL 34108
(239)596-8400

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SECOND AMENDED AND RESTATED BYLAWS
OF
INDIES WEST ASSOCIATION, INC.

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

SECOND AMENDED AND RESTATED BYLAWS OF

INDIES WEST ASSOCIATION, INC.

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1. GENERAL. These are the Second Amended and Restated Bylaws of Indies West Association, Inc. ("Association"), a Florida corporation not for profit organized under the laws of Florida for the purpose of operating the Condominium pursuant to the Condominium Act. These Second Amended and Restated Bylaws are referred to herein as the "Bylaws". All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is 2200 Gulf Shore Blvd., N., Naples, FL 34102.

1.2 Definitions. The definitions set forth in the Declaration (or the Condominium Act, if in conflict with the definition in the Declaration or such term is not defined in the Declaration) shall apply to terms used in these Bylaws.

2. MEMBERS.

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

(A) Recording in the Public Records of a deed or other instrument evidencing legal title to a Unit.

(B) Approval by the Board of Directors as provided for in the Declaration.

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

(D) Delivery to the Association, if required, of a written designation of the Primary Occupant.

The failure to comply with the prerequisites set forth in (B)-(D) above shall not release the Unit Owner from the obligation to comply with the Condominium Documents, but shall otherwise preclude such Unit Owner from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

2.2 Voting Interests. The Members of the Association are entitled to one vote for each Unit owned by them. The total number of possible votes is equal to the total number of Units in the Condominium. Therefore, the term "Voting Interest" has the same meaning as "Unit" and the term "Voting Interests" has the same meaning as "Units" for purposes of determining the number of Units that must approve certain actions as provided in the Condominium Documents and the Condominium Act. The total number of Voting Interests in the Association is 80. The vote of a Unit is not divisible. If a Unit

is owned by one natural person, his or her right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by 2 or more natural persons, that Unit's vote may be cast by any one of the record Unit Owners. If 2 or more Owners of a Unit do not agree among themselves as to how their one vote shall be cast, no vote for that Unit shall be counted. If the Owner of a Unit is a corporation, partnership, limited liability company, trust or other artificial entity, the vote of that Unit shall be cast by the Unit's Primary Occupant designated as set forth in Section 14 of the Declaration of Condominium.

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

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

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

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. An annual meeting shall be held at the Yardarm located in the Condominium Property (or such other location within 15 miles of the Condominium Property or within Collier County) no later than the month of April in each year on a day, time and place designated by the Board of Directors. The purpose of the annual meeting is to conduct the election of Directors and for any purpose as may be transacted by the Members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced. If the annual meeting is conducted via video conference, a quorum of the members of the Board of Directors must be physically present at the physical location where Unit Owners can attend the meeting. If the members' meeting is conducted via video conference, the video conference must be recorded and such recording must be maintained as an official record of the Association.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President, Vice President or by a majority of the Directors, and may also be called by 25% of the Voting Interests. The substantive business to be voted on at any special or regular Members' meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice; Participation in Meetings. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting and be posted in a conspicuous place on the Condominium Property for at least 14 continuous days before 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 Unit Owner), or may be furnished by hand-delivery, or by electronic transmission in the manner set forth in Section 617.0141, Florida Statutes, to the extent that a Member has consented to receive notices by electronic transmission and has not revoked such consent. Any such consent to receiving electronic transmissions shall be deemed

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revoked if: the Association is unable to deliver by electronic transmission 2 consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. A Member who consents to receiving notices by electronic transmission is solely responsible for removing or bypassing filters that block receipt of mass emails sent to Members on behalf of the Association in the course of giving electronic notices. 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 shall be considered 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 14 days before the meeting. An affidavit of the Officer or other person making such mailing shall be retained in the Association records as proof of mailing. If ownership of a Unit is transferred after notice has been mailed, no separate notice to the new Unit Owner is required. A Member may waive notice of any meeting at any time, but only by written waiver. However, 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. Members have the right to participate in all Members' meetings with reference to all designated agenda items. A Member may tape record or videotape a Members' meeting, subject to any applicable Rules and Regulations.

Members' meetings may be held via video conference (for example, "Zoom" or other similar technology), subject to any applicable Rules and Regulations.

3.4 Notice of Annual Meeting. Notice of the annual meeting shall be posted in a conspicuous location at the Condominium Property for at least 14 continuous days before the annual meeting. In addition to the physical posting of meeting notices, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. In addition to any of the authorized means of providing notice of a meeting, the Association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the Association for at least the minimum period of time for which a notice of meeting is also required to be physically posted on the Condominium Property. Any rule adopted shall, in addition to other matters, include a requirement that the Association send an electronic notice in the same manner as a notice for a meeting of the Members, which must include a hyperlink to the website where the notice is posted, to Unit Owners whose e-mail addresses are included in the Association's official records.

3.5 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast a majority of the Voting Interests. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.6 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Unit

Owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Condominium Documents.

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

(A) The Association provides each Unit Owner with:

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

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

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

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

(1) Authenticate the Unit Owner's identity;

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

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

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

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

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

(D) The Board of Directors must adopt a resolution that provides for and authorizes an online voting system pursuant to Section 718.128 of the Condominium Act. Such resolution must: provide that Unit Owners receive notice of the opportunity to vote through an online voting system; establish reasonable procedures and deadlines for Unit Owners to consent, electronically or in writing, to online voting; and establish reasonable procedures and deadlines for Unit Owners to opt out of online voting after giving consent. If the Board of Directors authorizes online voting, the Board of Directors must honor a Unit Owner's request to vote electronically at all subsequent elections, unless such Unit Owner opts out of online voting.

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

(F) If at least 25% of the Voting Interests petition the Board of Directors to adopt a resolution for electronic voting for the next scheduled election, the Board of Directors must hold a meeting within 21 days after receipt of the petition to adopt such resolution. The Board of Directors must receive the petition within 180 days after the date of the last scheduled annual meeting. Unless the Association has adopted electronic voting in accordance with Section 718.128(1)-(6) of the Condominium Act, the Association must designate an e-mail address for receipt of electronically transmitted ballots. Electronically transmitted ballots must meet all the requirements of Section 718.128(7) of the Condominium Act. A Unit Owner may electronically transmit a ballot to the e-mail address designated by the Association without complying with Section 718.112(2)(d)4 of the Condominium Act or the rules providing for the secrecy of ballots adopted by the Division. The Association must count completed ballots that are electronically transmitted to the designated e-mail address, provided the completed ballots comply with the requirements of Section 718.128(7) of the Condominium Act. A ballot that is electronically transmitted to the Association must include all of the following (i) a space for the Unit Owner to type in his or her Unit number; (ii) a space for the Unit Owner to type in his or her first and last name, which also functions as the signature of the Unit Owner for purposes of signing the ballot and (iii) the following statement in capitalized letters and in a font size larger than any other font size used in the e-mail from the Association to the Unit Owner: WAIVING THE SECRECY OF YOUR BALLOT IS YOUR CHOICE. YOU DO NOT HAVE TO WAIVE THE SECRECY OF YOUR BALLOT IN ORDER TO VOTE. BY TRANSMITTING YOUR COMPLETED BALLOT THROUGH E-MAIL TO THE ASSOCIATION, YOU WAIVE THE SECRECY OF YOUR COMPLETED BALLOT. IF YOU DO NOT WISH TO WAIVE YOUR SECRECY BUT WISH TO PARTICIPATE IN THE VOTE THAT IS THE SUBJECT OF THIS BALLOT, PLEASE ATTEND THE IN-PERSON MEETING DURING WHICH THE MATTER WILL BE VOTED ON.

A Unit Owner must transmit his or her completed ballot to the e-mail address designated by the Association no later than the scheduled date and time of the meeting during which the matter is being voted on.

There is a rebuttable presumption that the Association has reviewed all folders associated with the e-mail address designated by the Association to receive ballots if a Director, an officer, or an agent of the Association, or a manager licensed under part VIII of Chapter 468, Florida Statutes, provides a sworn affidavit attesting to such review.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. A proxy is not valid longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Unit, specify the date, time and place of the meeting for which it is given, and must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Any copy, facsimile transmission or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission or other reproduction is a complete reproduction of the entire proxy. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Except as specifically otherwise provided herein, Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and

general proxies may not be used in the election of Directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Limited proxies shall be used for any matter for which the Condominium Documents or the Condominium Act requires or permits a vote of the Members and for which a general proxy is not permitted, including, without limitation, votes taken to: waive or reduce reserves; waive financial statement requirements, and amend the Condominium Documents. Notwithstanding the foregoing, Members may vote in person at Members' meetings. A Voting Interest or consent right allocated to a Unit owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

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

3.9 Order of Business/Agenda. The order of business and agenda at Members' meetings shall be substantially as follows:

(A) Call to order by the President or other designated Chairman of the meeting.

(B) (Annual meeting) Collection of election ballots not yet cast and closing of the polls or announcement of names of candidates who will take office upon adjournment of the annual meeting.

(C) Call of the roll or certification of a quorum.

(D) Proof of Notice of Meeting and Posting.

(E) Reading or disposal of any unapproved minutes.

(F) Reports of Officers, if any.

(G) Reports of Committees, if any.

(H) Unfinished Business (with the items to be considered specifically listed in the agenda).

(I) New Business (with the items to be voted on specifically listed in the agenda).

(J) Adjournment.

3.10 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Directors at reasonable times. Minutes must be reduced to written form within 30 days after the meeting at which they were taken.

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

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3.12 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all Members entitled to vote on such action were present and voted. Action by Members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special Members' meeting, as provided for elsewhere in these Bylaws.

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

4.1 Number and Terms of Service. The affairs of the Association shall be managed by a Board of not less than 5 nor more than 9 Directors. The number of Directors shall be determined by the Board of Directors each year in advance of the Association sending the Second Notice of the annual election. Directors are elected to 2-year terms. The number of Directors whose terms expire in even numbered years shall be one more than the number of Directors whose terms expire in odd numbered years, unless the Board of Directors adjusts the size of the Board. A Director's term will end at the annual election at which his term expires, unless he or she sooner resigns, or is recalled as provided in 4.5 below. Directors shall be elected by the Members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below. A Director may not serve more than 8 consecutive years, unless approved by an affirmative vote of Unit Owners representing 2/3 of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy. The preceding sentence operates prospectively from July 1, 2018, forward.

4.2 Qualifications. Each Director must be a Member or a Primary Occupant (in the case of Units required to designate a Primary Occupant pursuant to Section 14 of the Declaration),or the spouse of a member or Primary Occupant. Both the Primary Occupant member and the spouse of a member or Primary Occupant may not serve on the Board at the same time. In addition, co-Owners of a Unit may not serve as Directors at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares and Mobile Homes ("Division"), or who is delinquent in the payment of any Assessment due to the Association, is not eligible to be a candidate for Board membership and may not be listed on the ballot. For purposes of this Section 4.2, a person is delinquent if a payment is not made by the first day of the quarter, as required by Section 6.5 below. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in the State of Florida, is not eligible for Board of Directors membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the Board of Directors. The validity of an action by the Board of Directors is not affected if it is later determined that a member of the Board of Directors is ineligible for Board of Directors membership due to having been convicted of a felony. A Director more than 90 days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to Florida law and any applicable Division rules.

A Director charged by information or indictment with any of the following crimes must be removed from office: forgery, as provided in Section 831.01, Florida Statutes, of a ballot envelope or voting certificate used in an election of Directors; theft, as provided in Section 812.014, Florida Statutes or embezzlement involving the Association's funds or property; destruction of, or the refusal to allow inspection or copying of, an official record of the Association which is accessible to Unit Owners within the time periods required by general law, in furtherance of any crime. Such act constitutes tampering with physical evidence as provided in Section 918.13, Florida Statutes; obstruction of justice under Chapter 843, Florida Statutes; or any criminal violation under the Condominium Act. The Board of Directors shall fill the vacancy in accordance with Section 718.112(2)(d) of the Condominium Act until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. While such Director has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or a director of any other condominium association, except pursuant to a court order. However, if the charges are resolved without a finding of guilt, the Director shall be reinstated for the remainder of his or her term of office, if any, and the Director who was appointed to fill the vacancy shall be deemed to have resigned.

4.3 Nomination and Elections. On the day of each annual meeting the Members shall elect by secret written ballot as many Directors as there are regular terms of Directors expiring. The Board of Directors may not appoint a committee for the purpose of nominating candidates for the election of Directors. However, the Board of Directors may appoint a search committee to encourage qualified persons to become candidates. The First Notice of each annual election shall be mailed, hand-delivered or electronically transmitted to all Unit Owners at least 60 days in advance. Any Unit Owner or other eligible person desiring to be a candidate for the Board must give written notice of his or her intent to be a candidate to the Association at least 40 days before a scheduled election. Notice shall be deemed effective when received by the Association. A person must be eligible to be a candidate to serve on the Board of Directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board of Directors. Any person indicating his or her desire to qualify as a candidate may also return a separate information sheet, no larger than 8 1/2" by 11", which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be furnished by the candidate at least 35 days prior to the election. The Association has no liability for the contents of the information sheets prepared by the candidates. The Association shall mail, hand-deliver or electronically transmit a Second Notice of the election, together with the candidate information sheets and ballot which shall list all candidates in alphabetical order by surname, at least 14 days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required, and the candidates become members of the Board of Directors effective upon the adjournment of the annual meeting. Directors shall be elected by a plurality of the ballots cast. In the event of a tie vote, the Association shall proceed with a runoff election pursuant to rules adopted by the Division. There is no quorum requirement; however, at least 20% of the Members must cast a ballot in order to have a valid election of Directors. A Member shall not authorize any other person to vote his ballot, and any ballots improperly cast are invalid. Notwithstanding the foregoing, a Member who needs assistance in casting the ballot by reason of blindness, disability, or inability to read or write, may obtain such assistance. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Notices, candidate information sheets and ballots may be given by electronic transmission (to those Members who have so consented), pursuant to rules adopted by the Division. Within 90 days after being elected or appointed, each newly elected or appointed Director shall certify in writing to the Secretary that he or she has read the Declaration of Condominium, Articles of Incorporation, Bylaws and current written policies; that he or she will work to uphold such documents and

policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. In addition, within 90 days after being elected or appointed, the newly elected or appointed Director shall submit to the Secretary a certificate of having satisfactorily completed the educational curriculum administered by the Division or a Division-approved condominium education provider within one year before or 90 days after the date of election or appointment. The educational curriculum must be at least 4 hours long and include instructions on milestone inspections, structural integrity reserve studies, elections, recordkeeping, financial literacy and transparency, levying of fines and notice and meeting requirements. A Director who was elected or appointed before July 1, 2024, must comply with the written certification and educational certificate requirements by June 30, 2025.

The written certification and educational certificate is valid for 7 years after the date of issuance and does not have to be resubmitted as long as the Director serves on the Board of Directors without interruption during the 7-year period. A Director who fails to timely file the written certification or educational certificate is suspended from service on the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Secretary shall cause the Association to retain a Director's written certification or educational certificate for inspection by the Members for 7 years after a Director's election or the duration of the Director's uninterrupted tenure, whichever is longer. Failure to have such written certification and educational certification on file does not affect the validity of any Board action.

4.4 Vacancies on the Board of Directors. If the office of any Director becomes vacant for any reason other than removal by the Members, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board of Directors is vacant, the Members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting. Alternatively, a Unit Owner may seek the appointment of a receiver pursuant to Section 718.1124 of the Condominium Act.

4.5 Recall of Directors. Any or all Directors who were elected by the Members may be removed ("recalled") with or without cause by a majority vote of all Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by the Condominium Act.

4.5.1 Recall of Directors by Meeting. A special meeting of the Members to recall a member or members of the Board of Directors may be called by at least 10% of the Voting Interests, giving notice of the meeting as required for any other Members' meeting, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for the purpose of a recall. If the recall is approved by a majority of all Voting Interests by a vote at a meeting, the recall will be effective as provided below. The Board of Directors shall duly notice and hold a Board of Directors meeting within 5 full business days after the adjournment of the Members' recall meeting. Such Director or Directors shall be recalled effective immediately upon conclusion of the Board of Directors' meeting, provided that the recall is facially valid. A recalled Director must turn over to the Board of Directors, within 10 full business days after the vote, any and all Association records and property in their possession.

4.5.2 Recall of Directors by Written Agreement. If the proposed recall is by a written agreement by a majority of all Voting Interests, the written agreement or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a

Board of Directors meeting within 5 full business days after receipt of the written agreement. Such Director or Directors shall be recalled effective immediately upon conclusion of the Board of Directors' meeting, provided that the recall is facially valid. A recalled Director must turn over to the Board of Directors, within 10 full business days, any and all Association records and property in their possession.

4.5.3 Failure of Board of Directors to Hold Board of Directors Meeting. If the Board of Directors fails to duly notice and hold a Board of Directors meeting within 5 full business days after service of a written recall agreement or within 5 full business days of the adjournment of the Members' recall meeting, the recall is deemed effective and the Directors so recalled shall turn over to the Board of Directors within 10 full business days after the vote any and all Association records and property in their possession.

If the Board fails to duly notice and hold the required meeting or at the conclusion of the meeting determines that the recall is not facially valid, the Unit Owners' representative may file a Petition for Arbitration or court action pursuant to Section 718.1255 of the Condominium Act challenging the Board's failure to act or challenging the Board's determination on facial validity. The Petition for Arbitration or court action must be filed within 60 days after the expiration of the applicable 5 full business day period. The review of a Petition for Arbitration or court action in that case shall be limited to the sufficiency of service on the Board and the facial validity of the written agreement or ballots filed.

A Director who has been recalled may file a Petition for Arbitration or court action pursuant to Section 718.1255 of the Condominium Act challenging the validity of the recall. The Petition for Arbitration or court action must be filed within 60 days after the recall. The Association and the Unit Owners' representative shall be named as the respondents. The Petition for Arbitration or court action may challenge the facial validity of the written agreement or ballots filed or the substantial compliance with the procedural requirements for the recall. If the arbitrator or court determines the recall was invalid, the petitioning Director shall immediately be reinstated and the recall is null and void. A Director who is successful in challenging a recall is entitled to recover reasonable attorney's fees and costs from the respondents. The arbitrator or court may award reasonable attorney's fees and costs to the respondents if they prevail, if the arbitrator or court makes a finding that the petitioning Director's claim is frivolous.

The Division or a court of competent jurisdiction may not accept for filing a Petition for Arbitration or court action when there are 60 or fewer days until the scheduled reelection of the Director sought to be recalled or when 60 or fewer days have elapsed since the election of the Director sought to be recalled.

4.5.4 Filling Vacancies Caused by Recall. If a vacancy occurs on the Board of Directors as a result of a recall or removal and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board of Directors as a result of a recall and a majority or more of the Directors are removed, the vacancies shall be filled in accordance with administrative rules of the Division.

4.5.5 Administrative Rules of the Division. The recall of one or more Directors shall occur in accordance with Rules 61B-23.0027 and 23.0028, Florida Administrative Code.

4.6 Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the Secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt by the Secretary.

4.7 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within 10 days after the election for purposes of electing Officers and such other business as is

customarily conducted at an organizational meeting. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board of Directors as a notation in the Second Notice of election. If the notice of the organizational meeting is not provided and posted as part of the Second Notice of election, notice of the organizational meeting must be posted conspicuously on the Condominium Property for at least 48 continuous hours in advance of the meeting.

4.8 Other Meetings. Meetings of the Board of Directors may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. The Board of Directors shall meet at least once each quarter. At least 4 times each year, the meeting agenda must include an opportunity for members to ask questions of the Board of Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, telegram or other form of electronic transmission at least 48 hours prior to the day named for such meeting, except in an emergency. If notice is transmitted by facsimile, notice shall be effective if correctly directed to a number at which the Director has consented to receive notice. If notice is transmitted by electronic mail, notice shall be effective if correctly directed to an email address at which the Director has consented to receive notice.

4.9 Notice to Unit Owners. All meetings of the Board of Directors are open to Unit Owners and notices of all Board of Directors meetings shall be posted conspicuously on the Condominium Property for at least 48 continuous hours before each Board of Directors meeting, except in an emergency. Notice of all Board of Directors meetings must specifically identify all agenda items. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Directors. Such emergency action must be noticed and ratified at the next regular meeting of the Board of Directors. If the Board meeting is to be conducted via video conference, the notice must state that such meeting will be via video conference and must include a hyperlink and a conference telephone number for Unit Owners to attend the meeting via video conference, as well as the address of the physical location where the Unit Owners can attend the meeting in person. If the meeting is conducted via video conference, it must be recorded and such recording must be maintained as an official record of the Association. If 20% of the Voting Interests petition the Board of Directors to address an item of business, the Board of Directors at its next regular Board of Directors meeting or at a special meeting of the Board of Directors, but not later than 60 days after the receipt of the petition, shall place the item on the agenda. Notice of any Board of Directors meeting at which a non-emergency Special Assessment or contingent Special Assessment levied in conjunction with the purchase of an insurance policy authorized by Section 718.111(11) of the Condominium Act will be considered shall conform to the requirements set forth in Section 6.6 below. Notice of any Board of Directors meeting at which an amendment to Rules and Regulations concerning the use of a Unit will be considered shall also conform to the requirements set forth in Section 6.6 below. Notice of any Board of Directors meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. Notice of any meeting in which regular or special Assessments against Unit Owners are to be considered must specifically state that Assessments will be considered and provide the estimated cost and description of the purposes for such Assessments. If an agenda item relates to the approval of a contract for goods or services, a copy of the contract must be provided with the notice and be made available for inspection and copying upon a written request from a Unit Owner or made available on the Association's website or through an application that can be downloaded on a mobile device. The rights of Unit Owners to attend Board of Directors meetings includes the right to speak with reference to all designated agenda items and the right to ask questions relating to reports on the status of construction or repair projects, the status of revenues and expenditures during the current fiscal year and other issues affecting the Condominium, subject to the Rules and Regulations of the Association as to the manner of doing so. Evidence of compliance with the notice and posting requirements set forth in this Section 4.9 and elsewhere in the Condominium Documents (including, without limitation,

Sections 6.2 and 6.6 of these Bylaws) may be made by an affidavit executed by the person giving notice and posting same, and filed with the Association's official records. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board of Directors or a committee with the Association's attorney with respect to proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice, and meetings held for the purpose of discussing personnel matters, shall not be open to the Unit Owners, but notice of such meeting shall nevertheless be posted. Notices of Board of Directors meetings may be given by electronic transmission (to those Members who have so consented) in lieu of mail or hand-delivery, when the latter 2 methods are otherwise required pursuant to the Condominium Act. In lieu of or in addition to the physical posting of notices of any meeting of the Board of Directors on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least 4 times every broadcast hour of each day that a posted notice is otherwise required under these Bylaws and the Condominium Act. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. In addition to any of the authorized means of providing notice of a meeting of the Board of Directors, the Association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the Association for at least the minimum period of time for which a notice of meeting is also required to be physically posted on the Condominium Property. Any rule adopted shall, in addition to other matters, include a requirement that the Association send an electronic notice in the same manner as a notice for a meeting of the Members, which must include a hyperlink to the website at which the notice is posted, to Unit Owners whose e-mail addresses are included in the Association's official records. Tape recording and videotaping of Board of Directors meetings shall be governed by the Rules and Regulations.

Board of Directors' meetings may be held via remote communication (for example, "Zoom" other similar technology), subject to any applicable Rules and Regulations.

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

4.11 Quorum of Directors. A quorum at a Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. A Board or committee member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Unit Owners present at a meeting. Directors may not vote or participate by proxy at Board of Directors meetings. Directors may not vote by secret ballot at Board of Directors meetings, except that Officers may be elected by secret ballot. Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail.

4.12 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by Florida law. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A Director who abstains from voting shall be deemed to have taken no position

with regard to the action. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.13 Adjourned Meetings. The majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. Notice of the rescheduled or reconvened meeting shall be provided in the manner set forth in Section 4.8 above. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

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

4.15 Compensation of Directors and Officers. Directors and Officers shall not receive compensation for their services as such. Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties, as determined by the President, or his designee.

4.16 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board of Directors deems necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Meetings of a committee to take final action on behalf of the Board of Directors or make recommendations to the Board of Directors regarding the Association budget shall be open to attendance by any Unit Owner, and notice of such committee meetings shall be posted in the same manner as required in Section 4.9 above for Board of Directors meetings, including by broadcast on closed-circuit cable television system serving the Association. All other committees shall not be subject to the requirements of Section 718.112(2)(c) of the Condominium Act, as set forth in Section 4.9 of these Bylaws, but may voluntarily post notices of their meetings and open such meetings to attendance by the Unit Owners.

4.17 Order of Business/Agenda. The order of business and agenda at all regular meetings of the Board of Directors shall be as follows:

(A) Call to Order.

(B) Call of the Roll or certification of quorum.

(C) Proof of Notice and Posting.

(D) Reading or disposal of any unapproved minutes.

(E) Reports of Officers and manager, if any.

(F) Reports of committees, if any.

(G) Unfinished business (with the items to be considered specifically listed in the agenda).

(H) New business (with the items to be considered specifically listed in the agenda).

(I) Adjournment.

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4.18 Emergency Powers. In accordance with Section 718.1265 of the Condominium Act, the Board of Directors, in response to damage or injury caused by or anticipated in connection with an emergency, as defined in Section 252.34(4), Florida Statutes for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the locale in which the Condominium is located, may exercise the following powers:

(A) Conduct Board of Directors meetings, committee meetings, elections, and membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, electronic transmission, public service announcements, and conspicuous posting on the Condominium Property or Association Property or any other means the Board of Directors deems reasonable under the circumstances. Notice of decisions also may be communicated in the same manner.

(B) Cancel and reschedule any Association meeting.

(C) Name as assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any Officer of the Association.

(D) Relocate the Association's principal office or designate alternative principal offices.

(E) Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

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

(G) Based upon advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the Board of Directors, determine any portion of the Condominium Property or Association Property unavailable for entry or occupancy by Unit Owners, family members, Tenants, Guests, agents, or invitees to protect the health, safety, or welfare of such persons.

(H) Require the evacuation of the Condominium Property in the event of an evacuation order in the locale in which the Condominium is located. If a Unit Owner or other occupant fails or refuses to evacuate the Condominium Property or Association Property for which the Board of Directors has required evacuation, the Association is immune from liability or injury to persons or property arising from such failure or refusal.

(I) Based upon advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the Board of Directors, determine whether the Condominium Property, Association Property or any portion thereof can be safely inhabited, accessed, or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

(J) Mitigate further damage, injury, or contagion, including taking action to contract for the

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removal of debris and to prevent or mitigate the spread of fungus, or contagion including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Condominium Property, even if the Unit Owner is obligated by the Declaration or law to insure or replace those fixtures and to remove personal property from a Unit.

(K) Contract, on behalf of any Unit Owner (s) for items or services for which the Unit Owner (s) are otherwise individually responsible, but which are necessary to prevent further injury, contagion, or damage to the Condominium Property or Association Property. In such event, the Unit Owner(s) on whose behalf the Board of Directors has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its lien authority provided by Section 718.116 of the Condominium Act to enforce collection of the charges. Without limitation, such items or services may include the drying of units, the boarding of broken windows or doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the property, and the sanitizing of the Condominium Property or Association Property, as applicable.

(L) Levy Special Assessments without a vote of the Unit Owner.

(M) Without Unit Owner s' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money.

The special powers authorized in this Section 4.18 shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners and the Unit Owners' family members, Tenants, Guests, agents, or invitees and shall be reasonably necessary to mitigate further damage, injury, or contagion and make emergency repairs.

Notwithstanding subsections (F)-(I), during a state of emergency declared by executive order or proclamation of the Governor pursuant to Section 252.36, Florida Statutes, the Association may not prohibit Unit Owners, Tenants, Guests, agents, or invitees of an Unit Owner from accessing the Unit and the Common Elements and Limited Common Elements appurtenant thereto for the purposes of ingress to and egress from the Unit and when access is necessary in connection with (i) the sale, lease, or other transfer of title of a Unit; or (ii) the habitability of the Unit or for the health and safety of such person unless a governmental order or determination, or a public health directive from the Centers for Disease Control and Prevention, has been issued prohibiting such access to the Unit. Any such access is subject to reasonable restrictions adopted by the Association.

5. OFFICERS.

5.1 Officers and Elections. The Executive Officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. The President and Vice-President must be Directors. Any person except the President may hold 2 or more offices. Any Officer may be removed with or without cause by the Board of Directors. The Board of Directors may delegate powers of removal of Officers who are not Executive Officers to any officer. The Board of Directors may, from time to time, appoint such other Officers, and designate their powers and duties, as the Board of Directors shall find to be required to manage the affairs of the Association. An Officer more than 90 days delinquent in the payment of any monetary obligation owed to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to Florida law. An Officer charged by information or indictment with any of the following crimes must be

removed from office: forgery, as provided in Section 831.01, Florida Statutes, of a ballot envelope or voting certificate used in an election of Directors; theft, as provided in Section 812.014, Florida Statutes or embezzlement involving the Association's funds or property; destruction of, or the refusal to allow inspection or copying of, an official record of the Association which is accessible to Unit Owners within the time periods required by general law, in furtherance of any crime. Such act constitutes tampering with physical evidence as provided in Section 918.13, Florida Statutes; obstruction of justice under Chapter 843, Florida Statutes; or any criminal violation under the Condominium Act. The Board of Directors shall fill the vacancy in accordance with Section 718.112(2)(d) of the Condominium Act until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. While such Officer has such criminal charge pending, he or she may not be appointed or elected to a position as an Officer. However, if the charges are resolved without a finding of guilt, the Officer shall be reinstated for the remainder of his or her term of office, if any.

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

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

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

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

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

6.1 Depository. The Association's depository shall be such financial institutions doing business in the State of Florida as the Board of Directors designates from time to time. The Board of

Directors may invest Association funds in interest-bearing accounts, certificates of deposit, U.S. Government securities, money market funds and other similar investment vehicles. Certificates of deposit and checking/savings accounts shall be maintained in federally insured accounts. Association funds may also be invested with brokerage houses or institutions as designated by the Board of Directors, which are members of the National Association of Security Dealers (or similar association) and insured by the Securities Investor Protection Corporation (or similar insurance). Association funds may not be invested in securities where principal is placed at risk for speculation. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board of Directors. All Association funds shall be maintained separately in the Association's name. A manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, or an agent, employee, Officer, or Director of the Association, shall not commingle any Association funds with his or her funds or with the funds of any other condominium association or the funds of a community association as defined in Section 468.431, Florida Statutes. The Association shall provide an annual report to the Department of Business & Professional Regulation containing the names of all of the financial institutions with which is maintains accounts, and a copy of such report may be obtained from the Department of Business & Professional Regulation upon written request of any Member.

6.2 Budget. The Board of Directors shall adopt a budget of estimated revenues and expenses for each fiscal year. The Board of Directors shall adopt the annual budget at least 14 days before the start of the Association's fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board of Directors at which the budget will be adopted shall be mailed, hand-delivered or electronically transmitted (to those Unit Owners who have so consented) to the Owner of each Unit not less than 14 days before the meeting. A meeting of the Board of Directors or Unit Owners at which a proposed annual Association budget will be considered may be conducted by video conference. A sound transmitting device must be used so that the conversation of such members may be heard by the Board of Directors or committee members attending in person, as well as any Unit Owners present at the meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications in the form and manner required by Sections 718.112(2)(f) and 718.504(21) of the Condominium Act, as the same may be amended from time to time. The Board of Directors shall follow the same procedures outlined above in the event that it wishes to amend an already approved budget for the remainder of the fiscal year.

6.2.1 Member Rejection of Budget. If an annual budget proposed by the Board of Directors requires an Assessment against the Unit Owners in any fiscal year exceeding 115% of the Assessment for the previous fiscal year, the Board of Directors shall simultaneously propose a substitute budget that does not include any discretionary expenditures that are not required to be in the budget. The substitute budget must be proposed at the budget meeting before the adoption of the annual budget. At least 14 days before such budget meeting in which a substitute budget will be proposed, the Board of Directors shall provide each Unit Owner a notice of the meeting. Unit Owners must consider and may adopt a substitute budget at the meeting. A substitute budget is adopted if approved by a majority of all Voting Interests. If a substitute budget is not adopted, the annual budget previously initially proposed by the Board of Directors may be adopted. Provisions for required reserves for repair or replacement of the Condominium Property, anticipated expenses which the Board of Directors does not expect to be incurred on a regular or annual basis and insurance premiums shall be excluded from the computation in determining whether Assessments exceed 115% of Assessments for the prior fiscal year.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, each proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by the Condominium Act. The amount to be reserved must be computed

using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve Assessments annually to take into account any changes in estimates of costs or changes in the useful life of a reserve item caused by capital expenditure or deferred maintenance. These reserves shall be funded, unless, to the extent permitted by the Condominium Act, the Members determine by a vote of a majority of the Voting Interests to fund no reserves or less reserves than required by the Condominium Act. The Board of Directors may schedule its budget meeting to occur immediately after the adjournment of a membership meeting held for purposes of voting on reserve funding for the subsequent fiscal year. Reserves funded under this Section 6.3, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and may be used only for the purposes for which they were reserved, unless, to the extent permitted by the Condominium Act, their use for other purposes is approved in advance by a majority of the Voting Interests. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS. Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds. Operating and reserve funds may be combined in the quarterly Assessment paid by Unit Owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

If the local building official, as defined in Section 468.603, Florida Statutes determines that an entire condominium building is uninhabitable due to a natural emergency, as defined in Section 252.34, Florida Statutes, the Board of Directors, upon the approval of a majority of its members, may pause the contribution to its reserves or reduce reserve funding until the local building official determines that the condominium building is habitable. Any reserve account funds held by the Association may be expended, pursuant to the Board of Directors' determination, to make the condominium building and its structures habitable. Upon the determination by the local building official that the condominium building is habitable, the Association must immediately resume contributing funds to its reserves.

6.4 Contingency Funds. The Board of Directors may establish one or more "contingency funds" for contingencies and operating expenses. 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 funded shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board. Contingency funds that are not restricted as to use are not reserves.

6.5 Assessments. Regular annual Assessments based on the adopted budget shall be paid quarterly in advance, due on the first day of January, April, July and October of each year. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been timely adopted a second time or at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the first installment of the previous fiscal year and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Unit's next due installment.

6.6 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments

are due on the day specified in the resolution of the Board of Directors approving such Special Assessments. Special Assessments levied by the Board of Directors shall not exceed 15% of the Association's total annual budget (including reserves) in the aggregate in any fiscal year, unless a majority of the Voting Interests consent. Notwithstanding the previous sentence, approval from the Members is not required if the Special Assessment is necessary for the Board of Directors to: (i) take any action in order to fulfill the Directors' fiduciary duty to the Unit Owners; (ii) comply with any local, state or federal law or regulation or the requirements of an insurance carrier; or (iii) that is intended for the security and safety of the Unit Owners. For purposes of this Section 6.6, "aggregate in any fiscal year" shall include the total Special Assessments levied in that fiscal year, regardless of whether the due date for payment of any part of the Special Assessment is made beyond that fiscal year. Written notice of any Board of Directors meeting at which a non-emergency Special Assessment will be considered, must be mailed, hand-delivered, or electronically transmitted (in the latter case, to those Unit Owners who have so consented) to all Unit Owners and posted conspicuously on the Condominium Property at least 14 days in advance, which notice shall state that Special Assessments will be considered and the nature, estimated cost and purpose(s) for such Special Assessments, as required by Section 718.112(2)(c) of the Condominium Act. The notice to Unit Owners that any Special Assessment has been levied must contain a statement of the purpose(s) of the Special Assessment, and the funds collected must be spent for the stated purpose(s), as required by Section 718.116(10) of the Condominium Act. If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board of Directors, either be returned to the Unit Owners or applied as a credit towards future Assessments.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, or the maximum amount required by law. The term "persons who control or disburse Association funds," includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding.

6.8 Financial Report. Not later than August 31st of each year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, an audit for the preceding fiscal year. Within 21 days after the audit is completed or received from the third party, the Association shall deliver to each Unit Owner by United States mail or personal delivery at the mailing address, property address, electronic mail address or facsimile number provided to fulfill the Association's notice requirements, a copy of the most recent audit or a notice that a copy of the most recent audit will be, as requested by the Unit Owner, mailed, hand delivered or electronically delivered via the Internet to the Unit Owner, without charge, within 5 business days after receipt of a written request from the Unit Owner. Evidence of compliance with this delivery requirement must be made by an affidavit executed by an officer or director of the Association. A Unit Owner may provide written notice to the Division of the Association's failure to mail or hand deliver him or her a copy of the most recent audit within such 5 business days. If the Division determines that the Association failed to mail or hand deliver a copy of the most recent audit to the Unit Owner, the Division shall provide written notice to the Association that it must comply with such statutory requirement within 5 business days after it receives such notice from the Division. If the Association fails to comply with the Division's request, it may not waive the audit for the fiscal year in which the Unit Owner's request was made and the following fiscal year. Notwithstanding the foregoing in this Section 6.8, if approved by a majority vote of all the Voting Interests, the Association may complete, or caused to be completed, a less rigorous financial report than an audit. Such meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. The Association may not prepare a less rigorous financial report than an audit for consecutive fiscal years.

6.9 Fiscal Year. The fiscal year shall be April 1st through March 31st, unless modified by the Board of Directors in accordance with IRS regulations.

6.10 Invoices. If the Association sends out an invoice for Assessments or a Unit's statement of the account described in Section 718.111(12)11(b) of the Condominium Act, the invoice for Assessments or the Unit's statement of account must be delivered to the Unit Owner by first-class United States mail or by electronic transmission to the Unit Owner's e-mail address maintained in the Association's official records.

(A) Before changing the method of delivery for an invoice for Assessments or the statement of the account, the Association must deliver a written notice of such change to each Unit Owner. The written notice must be delivered to the Unit Owner at least 30 days before the Association sends the invoice for Assessments or the statement of the account by the new delivery method. The notice must be sent by first-class United States mail to the Unit Owner at his or her last address as reflected in the Association's records and, if such address is not the Unit address, must be sent by first-class United States mail to the Unit address. Notice is deemed to have been delivered upon mailing as required by this paragraph.

(B) A Unit Owner must affirmatively acknowledge his or her understanding that the Association will change its method of delivery of the invoice for Assessments or the Unit's statement of account before the Association may change the method of delivering an invoice for Assessments or the statement of account. The Unit Owner may make the affirmative acknowledgment electronically or in writing.

(C) The Association may not require payment of attorney fees related to a past due Assessment without first delivering a written notice of late Assessment to the Unit Owner which specifies the amount owed to the Association and provides the owner an opportunity to pay the amount owed without the assessment of attorney fees. The notice of late Assessment must be sent by first-class United States mail to the Unit Owner at his or her last address as reflected in the Association's records and, if such address is not the Unit address, must also be sent by first-class United States mail to the Unit address. Notice is deemed to have been delivered upon mailing as required by this subsection. A rebuttable presumption that the Association mailed a notice in accordance with this subsection is established if a Director, Officer, or agent of the Association, or a manager licensed under part VIII of Chapter 468, Florida Statutes, provides a sworn affidavit attesting to such mailing. The notice must be in substantially the form set forth in Section 718.121(5) of the Condominium Act, as the same may be amended from time to time.

7. RULES AND REGULATIONS: USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend Rules and Regulations. Copies of such Rules and Regulations shall be furnished to each Unit Owner. Rules and Regulations created and imposed by the Board of Directors must be rationally related to a legitimate Association purpose. The Rules and Regulations may not conflict with the rights of Unit Owners as provided in the Declaration or reasonably inferable therefrom, nor may they conflict with the Condominium Act. Rules regarding Unit use shall be adopted by the Board of Directors as set forth in Sections 4.9 and 6.6 above.

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

8.1 Fines and Suspensions.

(A) The Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's Tenant, Guest, or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Condominium Documents. This paragraph does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The Board of Directors may levy reasonable fines for the failure of the Owner of the Unit, or its occupant, licensee or invitee to comply with any provision of the Condominium Documents. The fines shall be in an amount deemed necessary by the Board of Directors to deter future violations. Unless the Condominium Act is amended: (i) a fine may not exceed $100.00 per violation (except that a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing); (ii) a fine may not in the aggregate exceed $1,000.00; and (iii) a fine may not become a lien against a Unit.

(B) A fine may not be levied and a suspension may not be imposed by the Board of Directors pursuant to subsection (A) above unless the Board of Directors provides at least 14 days written notice to the Unit Owner and, if applicable, any occupant, licensee or invitee of the Unit Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least 3 Members appointed by the Board of Directors who are not Officers, Directors or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director or employee. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after notice of the approved fine is provided to the Unit Owner, and, if applicable, to any Tenant, licensee, or invitee of the Unit Owner. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable, to any Tenant, licensee or invitee of the Unit Owner.

(C) The Association may suspend the voting rights of a Unit Owner or Member due to non-payment of any fee, fine, or other monetary obligation due to the Association which is more than $1,000.00 and more than 90 days delinquent. Proof of such obligation must be provided to the Unit Owner 30 days before such suspension takes effect. At least 90 days before an election, the Association must notify a Unit Owner that his or her voting rights may be suspended due to a nonpayment of a fee or other monetary obligation. The suspension ends upon full payment of all obligations currently due or overdue the Association. A Voting Interest or consent right allocated to a Unit Owner or Member which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Condominium Act or pursuant to the Condominium Documents.

(D) If a Unit Owner is more than 90 days delinquent in paying a fee, fine or other monetary obligation due to the Association, the Association may suspend the right of the Unit Owner or the Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association Property until the fee, fine or other monetary obligation is paid in full. This subsection does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators.

(E) All suspensions imposed pursuant to subsections (C) and (D) above must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Unit Owner, and, if applicable, the Unit's occupant, licensee or invitee by mail or hand-delivery.

(F) The suspensions permitted by (A), (C) and (D) apply to a Member, and, when appropriate, the Member's Tenants, Guests or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Units owned by a Member.

8.2 Non-Binding Arbitration or Mediation. In the event of any "dispute", as defined in Section 718.1255 of the Condominium Act, between a Unit Owner and the Association, before the institution of court litigation a party to the dispute, other than an election or recall dispute, shall either petition the Division for non-binding arbitration under the rules of the Division or initiate presuit mediation pursuant to Section 720.311, Florida Statutes, prior to filing suit in Collier County over the disputed matters. Arbitration is binding on the parties, if all parties in arbitration agree to be bound in a writing filed in arbitration. In lieu of the initiation of non-binding arbitration, a party may submit a dispute to presuit mediation in accordance with Section 720.311 Florida Statutes; however, election and recall disputes are not eligible for mediation and such disputes must be arbitrated by the Division or filed in a court of competent jurisdiction. As set forth in the Condominium Act, the term "dispute" does not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation of enforcement of any warranty; the levy of a fee or Assessment, or the collection of an Assessment levied against a party; the eviction or other removal of a Tenant from a Unit; alleged breaches of fiduciary duty by one or more Directors; or claims for damages to a Unit based upon the alleged failure of the Association to maintain the Common Elements or Condominium Property.

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

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

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board of Directors signed by least 25% of the Voting Interests.

9.2 Procedure. Upon any amendment(s) being proposed as provided above, the proposed amendment(s) shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given. The text of the proposed amendment shall accompany the notice of meeting or a notice that a vote will occur by written consents in lieu of a meeting. A proposed amendment shall contain the full text of the language with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. In the latter case, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaws, Section [insert applicable Section #] for present text."

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of these Bylaws, a proposed amendment to these Bylaws shall be adopted if it is approved by at least 67% of the Voting Interests present (in person, by proxy or Internet-based online voting system) and voting at any annual or special Members' meeting at which a quorum has been established. These Bylaws shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of these Bylaws. The Board of Directors shall have the authority to amend these Bylaws in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate these Bylaws in order to consolidate into one document amendments previously adopted by the Members or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda).

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

10. OFFICIAL RECORDS.

10.1 Maintenance of Official Records. The Association shall maintain all of the following items, if applicable, that are required to be maintained as "official records" pursuant to Section 718.111(12) of the Condominium Act:

(A) A copy of the plans, permits, warranties, and other items provided by the developer of the Condominium pursuant to Section 718.301(4) of the Condominium Act.

(B) A copy of the recorded Declaration and Bylaws; a certified copy of the Articles of Incorporation; and a copy of all amendments to the foregoing documents.

(C) A copy of the current Rules and Regulations.

(D) A book or books or electronic records that contain the minutes of all meetings of the Members, any committee and the Board of Directors and a recording of all such meetings that are conducted by videoconference. If there are approved minutes for a meeting held by video conference, recordings of meetings that are conducted by video conference must be maintained for at least one year after the date the video recording is posted on the Association's website.

(E) A current roster of all Unit Owners and their mailing addresses, Unit identifications, and, if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and facsimile numbers of Unit Owners consenting to receive notice by electronic transmission. Electronic mailing addresses and facsimile numbers are only accessible to Unit Owners if consent to receive notice by electronic transmission is provided, or if the Unit Owner has expressly indicated that such personal information can be shared with other Unit Owners and the Unit Owner has not provided the Association with a request to opt out of such dissemination with other Unit Owners. The Association must ensure that the electronic mail addresses and facsimile numbers are only used for the business operation of the Association and may not be sold or shared with outside third parties. If such personal information is included in documents that are released to third parties, other than Unit Owners, the Association must redact such personal information before the document is disseminated. The electronic mailing addresses

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and facsimile numbers of a Unit Owner shall be removed from the Association's official records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an inadvertent disclosure of the electronic mail address or facsimile number for receiving electronic transmission of notices unless such disclosure was made with a knowing or intentional disregard of the protected nature of such information.

(F) All current Association insurance policies.

(G) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

(H) Bills of sale or transfer for all Association owned property, which shall be retained indefinitely.

(I) Accounting records. The accounting records must include, but are not limited to:

(1) Accurate, itemized and detailed records of all receipts and expenditures, including all bank statements and ledgers.

(2) All invoices, transaction receipts or deposit slips that substantiate any receipt or expenditure of funds by the Association.

(3) A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid on the account, and the balance due.

(3) All Association audits, reviews, accounting statements, and financial reports.

(4) All contracts for work to be performed. Bids for materials, equipment, services or work to be performed and for materials, equipment or services are also considered official records and must be maintained by the Association for at least 1 year after receipt of the bid.

Any person who knowingly or intentionally defaces or destroys such accounting records, or who knowingly or intentionally fails to create or maintain such records with the intent of causing harm to the Association or one or more of its Members, commits a misdemeanor of the first degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes, is personally subject to a civil penalty pursuant to Section 718.501(1)(d) of the Condominium Act and must be removed from office and vacancy declared.

(J) Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by Unit Owners, which must be maintained for one year from the date of the election, vote, or meeting to which the document relates.

(K) A copy of the current Question and Answer Sheet as described in Section 718.504 of the Condominium Act.

(L) All affirmative acknowledgments made pursuant to Section 718.121(4)(c) of the Condominium Act.

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(M) A copy of all building permits.

(N) A copy of all satisfactorily completed Board member educational certificates.

(O) All other written Association records not specifically included in the foregoing list which are related to the Association's operations.

The official records specified in subsections (A) through (D) above shall be permanently maintained from the inception of the Association. Except as otherwise provided above and by the Condominium Act, all official records must be retained for at least 7 years, unless otherwise provided by general law. The Association may elect to maintain records in excess of the time periods required by the Condominium Act if deemed desirable by the Board of Directors.

The Association shall post digital copies of the documents in Section 718.111(12)(g)(2) of the Act on its website or make such documents available through an application that can be downloaded on a mobile device.

10.2 Access to Official Records. The Association's official records must be maintained in an organized manner that facilitates inspection of the official records by a Unit Owner. In the event that the official records are lost, destroyed or otherwise unavailable, the obligation to maintain the official records includes a good faith obligation to obtain and recover those records as is reasonably possible. The Association's official records are open to inspection by any Member or the authorized representative of such Member at all reasonable times within 45 miles of the Condominium Property or within Collier County within 10 working days after receipt of a written request by the Board of Directors or its designee. The Association may comply with this requirement by having a copy of the official records available for inspection or copying on the Condominium Property or Association Property, or the Association may offer the option of making the official records available electronically via the Internet or by allowing the official records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to a Member or his or her authorized representative in compliance with the Condominium Act unless the Association has an affirmative obligation not to disclose such information under the Condominium Act. The right to inspect the records includes the right to make or obtain copies, at the expense, if any, of the Member or authorized representative of the Member. A Tenant has the right to inspect and copy only these Bylaws, the Declaration and the Rules and Regulations. The Board of Directors may adopt reasonable Rules and Regulations regarding the frequency, time, location, notice and manner of record inspections and copying, but may not require a member to demonstrate any purpose or state any reason for the inspection. The Association's failure to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this Section. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this Section. The failure to permit inspection of the official records entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records, who, directly or indirectly, knowingly denied access to the records for inspection. If the requested records are posted on the Association's website or are available for download through an application on a mobile device, the Association may fulfill its obligations by directing to the website or the application all persons authorized to request access. In response to a written request to inspect records, the Association must simultaneously provide to the requestor a checklist of all records made available for inspection and copying. The checklist must also identify any of the Association's official records that were not made available to the requestor. The Association must maintain the checklist provided for 7 years. The Association's delivery of the checklist creates a rebuttable presumption that the

Association has complied with its obligation to make its official records available for inspection and copying. A Director or Member or a community association manager who knowingly, willfully and repeatedly violates this Section commits a misdemeanor of the second degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes and must be removed from office and a vacancy declared. For such purposes, the term "repeatedly" means 2 or more violations within a 12-month period.

A person who willfully and knowingly refuses to release or otherwise produce Association records with the intent to avoid or escape detection, arrest, trial, or punishment for the commission of a crime, or to assist another person with such avoidance or escape, commits a felony of the third degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes and must be removed from office and a vacancy declared.

The Association shall maintain on the Condominium Property an adequate number of copies of the Condominium Documents, as well as the Question and Answer sheet and the most recent annual financial statement and annual budget required by Section 718.112 of the Condominium Act to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those requesting the same. The Association shall allow a Member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the Member or his or her authorized representative with a copy of such records. The Association may not charge for the use of a portable device.

10.3 Official Records Exempt from Inspection and Copying. The following records shall not be accessible to Unit Owners:

(A) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes; and any record protected by the work-product privilege, including any record prepared by an Association attorney or prepared at the attorney's express direction; which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such civil or criminal litigation or proceedings until the conclusion of the litigation or proceedings.

(B) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.

(C) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health and insurance records. For purposes of this subsection (C), the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.

(D) Medical records of Unit Owners.

(E) Social security numbers, driver's license numbers, credit card numbers, electronic mail addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, Unit designation, mailing address, property address, and any address, e-mail address or facsimile number provided to the Association to

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fulfill the Association's notice requirements. Notwithstanding the restrictions in this subsection (E), the Association may print and distribute to Unit Owners a directory containing the name, parcel address and telephone numbers of each Unit Owner. However, a Unit Owner may exclude his or her telephone number from the directory by so requesting in writing to the Association. A Unit Owner may consent in writing to the disclosure of other contact information described in this subsection (E). The Association is not liable for the inadvertent disclosure of information that is protected under this subsection (E) if the information is included in an official record of the Association and is voluntarily provided by a Unit Owner and not requested by the Association.

(F) Electronic security measures that are used by the Association to safeguard data, including passwords.

(G) The software and operating system used by the Association which allow the manipulation of data, even if the Unit Owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

(H) All affirmative acknowledgments made pursuant to Section 718.121(4)(c) of the Condominium Act.

11. COMPETITIVE BIDDING.

11.1 Requirements. All contracts as further described below or any contract that is not to be fully performed within one year after the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Condominium Act, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association in the aggregate that exceeds 5% of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid.

11.2 Conflicts of Interest. Conflicts of interests of Directors and Officers, and relatives of Directors and Officers, and contracts and other transactions between the Association and one or more of its Directors, Officers, their relatives or entities in which one or more Directors or Officers or their relatives are financially interested are subject to Section 718.3027 of the Condominium Act. As used in this Section 11.2, the term "relative" means a relative within the third degree of consanguinity by blood or marriage.

11.3 Exceptions. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for an attorney, accountant, architect, community association manager, engineering and landscape architect services are not subject to the provisions of Section 11.1 above.

11.4 Emergency. Nothing contained in Section 11.1 above is intended to limit the ability of the Association to obtain needed products and services in an emergency.

11.5 Sole Source of Supply. Section 11.1 above shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within Collier County.

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12. MISCELLANEOUS.

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

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

12.3 Conflict. If there is an irreconcilable conflict between any provision of these Bylaws and the Condominium Act, the Condominium Act shall control. If there is a conflict with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of these Bylaws.

12.4 Certificate of Compliance. In accordance with Section 718.112(2)(l) of the Condominium Act, a Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Units to the applicable fire and life safety code.

12.5 Limited Power to Convey Portion of Common Elements. In accordance with Section 718.112(2)(m) of the Condominium Act, the Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

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